

ORIGINAL

1 UBS Securities LLC
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4 Financial Advisor to the Debtors

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CLERK, U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
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9 UNITED STATES BANKRUPTCY COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11 In re: :
12 LEAP WIRELESS INTERNATIONAL, : Case Nos.: 03-03470-A11 through 03-
13 INC., and CRICKET : 03535-A11
14 COMMUNICATIONS, INC., et al., : Chapter 11
(Jointly Administered)
15 Debtors. : Date: December 11, 2003
Time: 10:30 a.m.
16 Place: Department 2
Judge: Hon. Louise DeCarl Adler

17 **FIRST APPLICATION OF UBS SECURITIES LLC FOR INTERIM ALLOWANCE OF**
18 **COMPENSATION AND REIMBURSEMENT OF EXPENSES**
19 **FOR THE PERIOD APRIL 13, 2003 THROUGH SEPTEMBER 30, 2003**

20 Name of Applicant: UBS SECURITIES LLC ("UBS ") (FORMERLY
KNOWN AS UBS WARBURG LLC)
21 Authorized to Provide Professional : The above-captioned debtors and debtors in
22 Services to: possession (collectively, the "Debtors")
23 Date of Order Authorizing Employment: July 10, 2003
24 Period for which compensation is sought: From April 13, 2003 through September 30, 2003
25 Amount of Fees Sought: \$1,119,569.89
26 Amount of Expense Reimbursement :
27 Sought: \$77,018.29

1 This is an: Interim Application X Final Application ____

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3 UBS professionals devoted time to preparing this Application after
4 September 30, 2003. Compensation for this time will be detailed in a future UBS application.

5 As of October 21, 2003, UBS had been paid \$938,236.56 by the Debtors
6 for fees and expenses. UBS was paid Monthly Advisory Fees of \$212,903.22 in advance for the
7 period of April 13, 2003 to May 14, 2003. UBS was paid postpetition \$725,333.34 for the
8 periods covering May 15, 2003 to September 30, 2003 on account of its monthly statements for
9 this compensation period, in accordance with the Order Establishing Procedures for Interim
10 Compensation and Reimbursement of Expenses of Professionals entered May 6, 2003, as docket
11 entry 131 (the "Interim Compensation Order").

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA**

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In re: : **Case Nos.: 03-03470-A11 through 03-03535-A11**
LEAP WIRELESS INTERNATIONAL, INC., and CRICKET COMMUNICATIONS, INC., et al., : **Chapter 11 (Jointly Administered)**
Debtors. : **Date: December 11, 2003**
: **Time: 10:30 a.m.**
: **Place: Department 2**
: **Judge: Hon. Louise DeCarl Adler**

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APPLICATION OF UBS SECURITIES LLC, AS FINANCIAL ADVISOR TO THE DEBTORS, FOR INTERIM ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED FROM APRIL 13, 2003 THROUGH SEPTEMBER 30, 2003

12	Name of Applicant:	UBS SECURITIES LLC													
13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	Authorized to Provide Professional Services to:	LEAP WIRELESS INTERNATIONAL, INC., and CRICKET COMMUNICATIONS, INC., et al., Debtors and Debtors in Possession													
	Date of Retention:	July 10, 2003, <i>nunc pro tunc</i> to April 13, 2003													
	Period for Which Compensation and Reimbursement is Sought:	<i>April 13, 2003 through September 30, 2003</i>													
	Amount of Compensation Sought as Actual, Reasonable and Necessary:	\$1,119,569.89													
	Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary:	\$77,018.29													
	Prior Applications:	None													

1 UBS SECURITIES LLC (“UBS”), financial advisor for Leap Wireless
2 International, Inc. (“Leap”) and certain of its direct and indirect subsidiaries, as debtors and
3 debtors in possession (collectively, the “Debtors”), as and for its first application (the
4 “Application”) for an interim allowance of compensation for professional services performed by
5 UBS for the period commencing April 13, 2003 through and including September 30, 2003 (the
6 “Compensation Period”) and reimbursement of its actual and necessary expenses incurred during
7 the Compensation Period, respectfully represents as follows:

8 **BACKGROUND**

9 1. On April 13, 2003 (the “Commencement Date”), Leap and each of the
10 Debtors commenced their respective reorganization cases under chapter 11 of title 11 of the
11 United States Code (the “Bankruptcy Code”). The Debtors’ chapter 11 cases were consolidated
12 for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the
13 Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

14 2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157
15 and 1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(1)-(2).

16 3. On April 25, 2003, the Debtors filed an application (the “Retention
17 Application”) seeking authority to retain and compensate UBS as financial advisors to the
18 Debtors. The Retention Application was supported by, among other things, the Declaration of
19 Steven D. Smith, sworn to on the 25th of April, 2003 (the “Declaration”).

20 4. By order dated July 10, 2003 (the “Retention Order”), the Court approved
21 the retention and employment of UBS as the Debtors’ financial advisor nunc pro tunc to
22 April 13, 2003 pursuant to the terms of that certain engagement letter (the “Engagement Letter”),
23 the Declaration, the Debtors’ application to retain UBS, the stipulation (the “Stipulation”)
24 between the Debtors and UBS, and the Retention Order. The Engagement Letter, the
25 Stipulation, and the Retention Order are attached hereto as Exhibits A, B and C, respectively.
26 The monetary terms consist generally of a \$200,000 Monthly Advisory Fee (as defined in the
27 Engagement Letter) and reimbursement of expenses, payable 30% by Leap Wireless

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1 International, Inc. and 70% by Cricket Communications, Inc., as well as a restructuring
2 transaction fee of \$3.35 million payable on the effective date of a confirmed plan.

3 **Summary of Professional Compensation**
4 **and Reimbursement of Expenses Requested**

5 5. By this Application, UBS requests interim allowance of \$1,119,569.89 as
6 compensation for professional services rendered and \$77,018.29 as reimbursement for actual and
7 necessary expenses incurred by UBS during the Compensation Period, pursuant to the
8 Engagement Letter, the Stipulation, and the Retention Order. By this Application, UBS requests
9 payment of \$181,333.33 of net fees and expenses payable. A calculation of this amount appears
10 in the table below:

11	Monthly Advisory Fees	\$1,119,569.89
12	Less: Paid to Date	<u>\$938,236.56¹</u>
	Net Monthly Advisory Fees	\$181,333.33
13	Post-Petition Expense	\$77,018.29
14	Less: Paid to Date	<u>\$77,018.29</u>
	Net Expense	\$0.00
15	Amount Due and Requested	\$181,333.33

16 6. During the Compensation Period, UBS received no payment and no
17 promises of payment from any source for services rendered or to be rendered in any capacity
18 whatsoever in connection with the matters covered by this Application, other than the
19 \$938,236.56 of Monthly Advisory Fees and \$77,018.29 of expenses previously paid by the
20 Debtors as set forth above.

21 7. The amount of fees and expenses sought in this Application and UBS' fee
22 structure are consistent with market practices both in and outside of a bankruptcy context. UBS'
23 professionals generally do not maintain detailed time records of the work performed for its
24 clients. In the Debtors' cases, however, the primary professionals rendering services on behalf
25 of the Debtors have kept time records in one-hour increments, as set forth in the Declaration that

1 constitutes a portion of the terms and conditions of UBS' retention approved by the Retention
2 Order.

3 8. Attached hereto as Exhibit D are the time records kept by UBS
4 professionals providing financial advisory services to the Debtors during the Compensation
5 Period. In addition to the professionals whose time is recorded on Exhibit D, other professionals
6 whose time is not noted may have worked on an ad hoc and as-needed basis on behalf of the
7 Debtors.

8 9. UBS' customary practices with all its clients, as noted above, do not
9 include the maintenance of time records, as UBS customarily invoices its clients based on a
10 monthly flat fee and one-time success fee. Because UBS' fees are not based on the time spent by
11 its professionals in performing various types of services, UBS would be unable to provide the
12 amounts called for by the third column of Local Rule Form CSD 1143. Similarly, there would
13 be little or no utility to breaking out UBS' services by time increments into various categories, as
14 set forth in the first two columns of Form CSD 1143 and the United States Trustee Guidelines
15 for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under
16 11 U.S.C. § 330 (the "Trustee Guidelines"). UBS supplies below a similar summary of the
17 nature of its services, but without detailed time and fee entries. Given the flat-fee and success-
18 fee terms of UBS' retention under 11 U.S.C. § 328(a), UBS believes that this Application
19 nevertheless complies with the Trustee Guidelines. Because Form CSD 1143's limited utility in
20 this context, UBS does not believe that it applies. UBS therefore requests that the Court waive
21 the requirement under Local Bankruptcy Rule 2016-2(b) that UBS supply a Form CSD 1143 and
22 a Trustee Guidelines exhibit of categorized listings to the extent that requirement otherwise
23 might apply.

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25
26 _____ (continued...)
27 ¹ UBS was paid Monthly Advisory Fees in advance that totaled \$212,903.22 for the
28 period of April 13, 2003 to May 14, 2003. UBS was paid postpetition \$725,333.34 for the
periods covering May 15, 2003 to September 30, 2003 in accordance with the Order Establishing
Procedures for Interim Compensation and Reimbursement of Expenses of Professionals entered
May 6, 2003, as docket entry 131 (the "Interim Compensation Order").

1 (b) *Meetings and Analysis Conducted with / for Debtors, Professionals,*
2 *Creditors Committee, and Other Parties-in-Interest*

3 UBS assisted the Debtors' management in preparing for, and participating in,
4 meetings and negotiations with the Debtors' prepetition vendor debtholders, the Creditors
5 Committee, shareholders, Leap's Board of Directors and other parties-in-interest. UBS also
6 attended and participated in numerous meetings regarding the Debtors' plan of reorganization.

7 (c) *General Corporate Finance*

8 UBS also conducted a strategic review of the Debtors that involved detailed
9 financial and industry analyses. UBS performed a number of general analyses designed to
10 answer specific questions raised by the Debtors' management throughout the course of these
11 chapter 11 cases. In addition, UBS assisted with the development and negotiation of a
12 restructuring plan and prepared a going concern enterprise valuation analysis of Leap.

13 14. The foregoing professional services performed by UBS were necessary
14 and appropriate to the administration of the Debtors' chapter 11 cases. The professional services
15 performed by UBS were in the best interests of the Debtors, their creditors and all parties in
16 interest. Compensation for the foregoing services as requested is commensurate with the
17 complexity, importance and nature of the problems, issues and tasks involved.

18 **Actual and Necessary Disbursements of UBS**

19 15. Attached hereto as Exhibit E is a schedule of the actual and necessary
20 expenses incurred by UBS in connection with the services rendered to the Debtors.

21 16. It should be noted that UBS has absorbed certain expenses customarily
22 charged by other professionals in bankruptcy cases. For example, UBS does not allocate office
23 telephone charges by client, and thus those costs are absorbed by UBS as overhead and not
24 charged to the Debtors' estates.

25 **The Requested Compensation Should Be Allowed**

26 17. The Court's Retention Order provides that Monthly Advisory Fees and
27 Restructuring Transaction set forth in the Engagement Letter and Stipulation shall be subject to
28 final allowance in accordance with section 328(a) of the Bankruptcy Code.

1 without prejudice to UBS' right to seek payment of future fees and reimbursement of expenses
2 incurred pursuant to the terms of the Engagement Letter but which are not yet reflected in UBS'
3 accounting system and (iv) such other and further relief as is just.

4 Dated: November 7, 2003
San Francisco, California

5 UBS Securities LLC

6
7 By: 

8 Jeffrey H. Gelles
9 Executive Director

10 **Declaration**

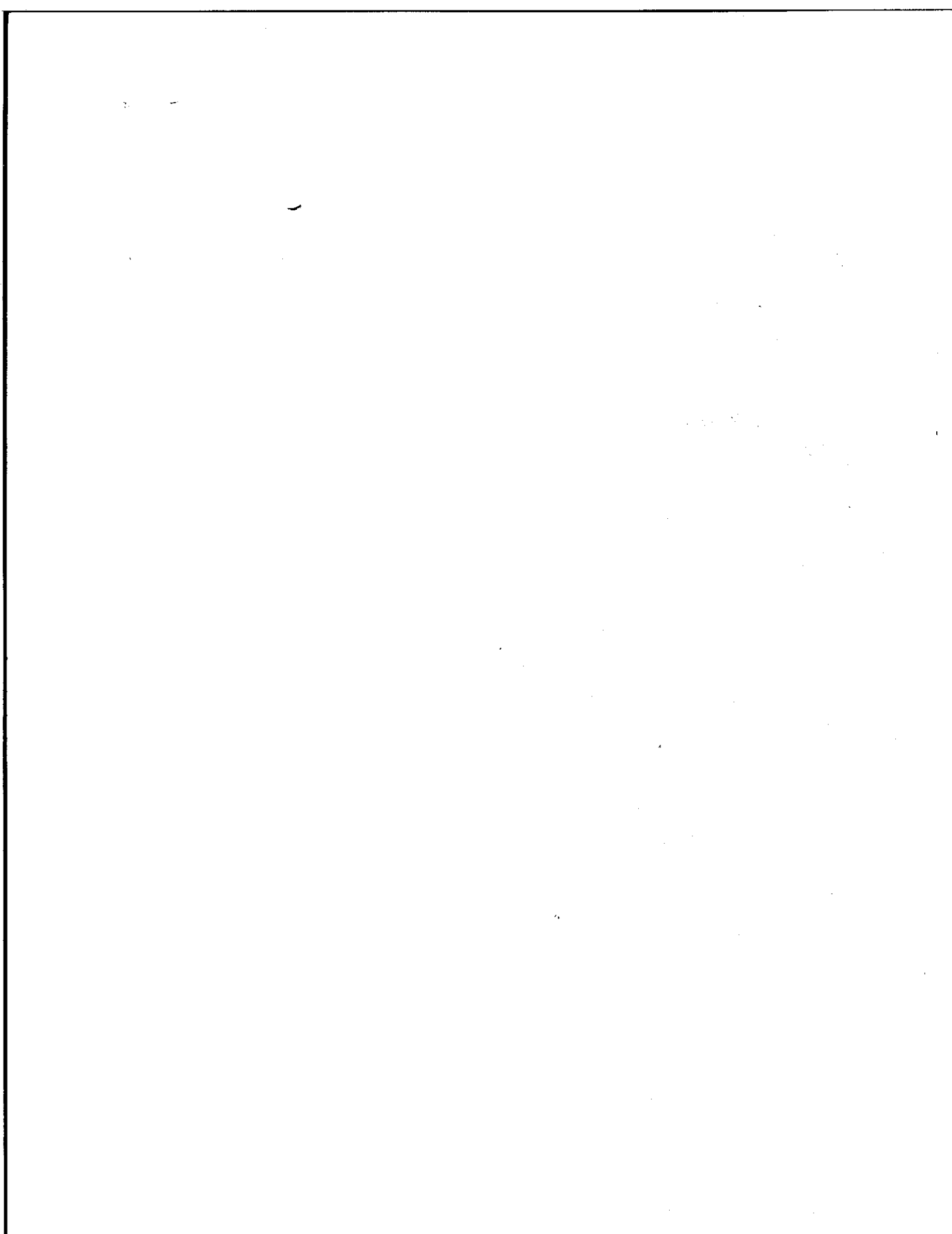
11 I, Jeffrey H. Gelles, declare:

12 I am an Executive Director of UBS. My offices are at 555 California Street, San
13 Francisco, CA 94104. I am one of the principal UBS professionals working on UBS'
14 engagement with Leap Wireless International, Inc. and certain of its affiliates. I have personal
15 knowledge of the facts set forth above and in the attached exhibits or have learned of them in the
16 course of my employment at UBS and, if called as a witness, could and would testify
17 competently with respect to them. Those facts are true and correct to the best of my knowledge.

18 I declare under penalty of perjury that the foregoing is true and correct. Executed on
19 November 7, 2003, in San Francisco, California.

20 

21 Jeffrey H. Gelles
22 Executive Director





UBS Warburg LLC
 555 California Street, Suite 3600
 San Francisco, CA 94104
 Tel 415-352-5500

28
 August 21, 2002

Confidential

Leap Wireless International, Inc.
 10307 Pacific Center Court
 San Diego, California 92121

Ladies and Gentlemen:

This letter agreement (this "Agreement") confirms the agreement that Leap Wireless International, Inc., a Delaware corporation ("Leap") (Leap together with its subsidiaries are collectively referred to herein as the "Company"), has engaged UBS Warburg LLC ("UBS Warburg") to act as its exclusive financial advisor and capital markets advisor with respect to any Restructuring Transaction (as defined below).

As used in this Agreement, the term "Restructuring Transaction" means, whether effected directly or indirectly, any significant restructuring of the Company's Vendor Financing Agreements ("Vendor Debt") (approximately \$1.35 billion drawn as of the date hereof), 12.50% Senior Notes ("Senior Notes") (approximately \$225.0 million outstanding as of the date hereof) and/or 14.50% Senior Discount Notes ("Senior Discount Notes") (approximately \$450.0 million accreted value as of the date hereof) (any Vendor Debt, Senior Notes and/or Senior Discount Notes are referred to as "Obligations"), including, without limitation, any significant (i) repayment (other than pursuant to a scheduled amortization), (ii) exchange or conversion of any such liabilities, (iii) modification or amendment of the terms and/or conditions of any such liabilities (the parties agree that covenant amendments or waivers to the Vendor Debt do not constitute significant modifications) or (iv) deferral, restructuring, recapitalization, rescheduling, extension or moratorium of any such liabilities.

1. On the terms and subject to the conditions of this Agreement, UBS Warburg will provide the Company, upon request by the Company, the following financial and market related advisory services:

- (a) advising and assisting the Company in analyzing, structuring and negotiating any Restructuring Transaction; including without limitation, providing reasonable and customary assistance to consummate any such transaction, including but not limited to, providing in any in-court restructuring customary expert testimony relating to financial matters (including the feasibility of any plan of reorganization and the value of any reorganization securities issued or to be issued in connection therewith);
- (b) assisting the Company in soliciting tenders and consents in connection with any Restructuring Transaction (except to the extent that the Restructuring Transaction is intended to comply with the requirements of Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"));



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- (c) advising and assisting the Company in analyzing, structuring and negotiating an investment (which may be in the form of equity, equity linked, debt, loans or any other form of capital) by Qualcomm Incorporated and/or its affiliates ("Qualcomm") in the Company (a "Qualcomm Transaction"); and
- (d) advising and assisting the Company in analyzing a potential private equity or equity linked financing (other than a Qualcomm Transaction) (a "Private Equity Financing") and identifying and contacting prospective purchasers and if the Company determines to pursue a Private Equity Financing, advising and assisting the Company in negotiating the Private Equity Financing.

2. For UBS Warburg's services hereunder, Leap and Cricket Communications Inc. ("Cricket") (together, the "Signatory Companies") agree to pay to UBS Warburg the following non-refundable fees in cash; provided, however, that only Leap is responsible for payment of fees payable to UBS Warburg under paragraph 2(a) and 2(b) below:

- (a) A retainer fee of \$400,000 (the "Retainer Fee"), payable promptly upon execution of this Agreement; provided that 100% of such Retainer Fee shall be credited, to the extent actually paid, against the first to occur of a Restructuring Transaction Fee (as defined below), a Qualcomm Transaction Fee (as defined below) or a Financing Fee (as defined below).
- (b) A monthly cash advisory fee of \$200,000 (each, a "Monthly Advisory Fee"), payable in advance for the period commencing on September 15, 2002 with the first payment due upon September 15, 2002 and subsequent payments due on the each monthly anniversary of thereof; provided that 100% of such Monthly Advisory Fee shall be credited, to the extent actually paid, against the first to occur of a Restructuring Transaction Fee (as defined below), a Qualcomm Transaction Fee (as defined below) or a Financing Fee (as defined below).
- (c) In the event the Restructuring Transaction is consummated, a transaction fee equal to 0.65% of the drawn amount of the Vendor Debt, the principal amount of the Senior Notes and the accreted value of the Senior Discount Notes (excluding any discount attributable to issuance of warrants) restructured (the "Restructuring Transaction Fee"); provided if the Restructuring Transaction involves only the Vendor Debt, then the Restructuring Transaction Fee shall be \$3.0 million. The Restructuring Transaction Fee shall be payable upon consummation of a Restructuring Transaction, subject to Section 2(d) and 2(e).
- (d) To the extent the Restructuring Transaction is to be effectuated as an offer (a "3(a)(9) Offer") that complies with the requirements of Section 3(a)(9) of the Securities Act of 1933, as amended, the Restructuring Transaction Fee shall be payable on the date that definitive offer documents for the 3(a)(9) Offer are first distributed to creditors whose claims would be affected thereby. If UBS Warburg receives payment of its full Restructuring Transaction Fee pursuant to this Section 2(d) with respect to the full drawn amount of the Vendor Debt, the principal amount of the Senior Notes and the accreted value of the Senior Discount Notes (excluding any discount attributable to issuance of warrants) in respect of which the 3(a)(9) Offer is made and such Offer is not consummated pursuant to Section 3(a)(9), at the Company's request and subject to a Bankruptcy Court order authorizing the



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retention of UBS Warburg on terms reasonably acceptable to UBS Warburg, UBS Warburg shall serve as financial advisor to the Company with respect to a restructuring of the Obligations in respect of which the Section 3(a)(9) Offer was made for the duration of any case under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") involving the Company without payment of any additional fees or other compensation with respect to a restructuring of the Obligations to which the Section 3(a)(9) Offer was made; provided (i) this Agreement shall not terminate and shall continue with respect to any Restructuring Transaction involving any Obligations in respect of which the Section 3(a)(9) Offer was not made and for which UBS Warburg has not yet been paid its full Restructuring Transaction Fee and (ii) in no event shall UBS Warburg shall be required to serve beyond December 31, 2004.

- (e) If the Restructuring Transaction is pursuant to a plan that is, in whole or in part, prepackaged, prearranged or prenegotiated (a "Prepackaged Plan") under the Bankruptcy Code and is not intended to comply with Section 3(a)(9), the Restructuring Transaction Fee shall be payable one half on the date on which sufficient acceptances to confirm the Prepackaged Plan have been received and the balance (against which the Retainer Fee credit described in paragraph 2(a) and the Monthly Advisory Fee credit described in paragraph 2(b) shall be applied) on the effective date of the Prepackaged Plan. In the case of a Prepackaged Plan under the Bankruptcy Code, (i) the parties agree that 100% of the Restructuring Transaction Fee shall have been earned by UBS Warburg prior to the filing of a petition for relief under the Bankruptcy Code, (ii) the Company shall cause the Prepackaged Plan to provide in the terms of the plan for the full payment of the Restructuring Transaction Fee and customary exculpation of liability for UBS Warburg with respect to any matters relating to the Prepackaged Plan or its services or advice in connection therewith and (iii) if UBS Warburg has received 50% of the Restructuring Transaction Fee prior to the commencement of the bankruptcy proceeding by the Company relating to such Prepackaged Plan as provided above and such plan complies with clause (ii) above, then UBS Warburg agrees to serve as financial advisor to the Company in connection with such Prepackaged Plan without additional fees or other compensation (except as provided in this Agreement) and without application to the Court for an order retaining UBS Warburg, and UBS Warburg will provide reasonable and customary assistance to the Company in connection with confirming the Company's Prepackaged Plan, including but not limited to, providing customary expert testimony relating to financial matters (including the feasibility of the Prepackaged Plan and the value of any reorganization securities issued or to be issued in connection therewith) for a period of up to 6 months after the filing of the Company's Chapter 11 petition. In any Prepackaged Plan or other reorganization plan under the Bankruptcy Code, the Company will use its reasonable best efforts to promptly obtain the Bankruptcy Court's approval, to the extent required, of the payment of UBS Warburg's fees as provided herein pursuant to Section 328(a) of the Bankruptcy Code.
- (f) If the Company consummates a Qualcomm Transaction, the Signatory Companies shall pay UBS Warburg in cash at the closing thereof a gross spread of 1.0% on the aggregate amount of the financing (including the amount of any unfunded commitment) (the "Qualcomm Transaction Fee").



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- (g) If the Company consummates a Private Equity Financing (other than a Qualcomm Transaction), the Signatory Companies shall pay UBS Warburg in cash at the closing thereof a gross spread of 5.0% on the aggregate amount of the financing (such payment a "Financing Fee").

In addition to any fees payable to UBS Warburg, the Signatory Companies will reimburse UBS Warburg, upon request made from time to time, for all of its expenses reasonably incurred in connection with this engagement, including the fees, disbursements and other charges of its legal counsel, if any. UBS Warburg will give the Company written notice prior to incurring aggregate expenses subject to reimbursement in excess of \$100,000.

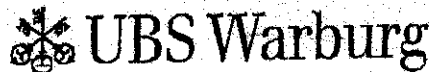
The Company agrees that, during the term of this Agreement and for 18 months after the Termination Date (as defined below) or completion of this Agreement, if the Company determines to pursue (a) any sale, acquisition, merger or similar transaction involving all or a portion of the business, securities or assets of the Company or another party with a transaction value greater than \$25 million (but, regardless of size, not to include any transaction in which the assets bought or sold include only FCC spectrum licenses (including any nominal associated network assets)) (an "M&A Transaction") or (b) any debt or equity financing, whether public, private or otherwise (including any bank financing, Qualcomm Transaction or Private Equity Financing) (a "Financing"), UBS Warburg shall have the right (but not the obligation) to act as exclusive financial advisor, exclusive placement agent, sole arranger, or sole book-running lead manager, as the case may be. If UBS Warburg agrees to be engaged in respect of any Financing, the Signatory Companies shall pay to UBS Warburg a fee (a "Financing Fee"), payable at the closing of such Financing, equal to a percentage of the gross amount of proceeds of such Financing determined, based on the type of financing, in accordance with the formula set forth below:

Type of Financing	Fee Percentage
Qualcomm Transaction	1.0%
Senior Secured Debt	2.0%
Unsecured Debt	3.0%
Private Equity	5.0%

In the case of any other Financing or M&A Transaction for which UBS Warburg agrees to be engaged, UBS Warburg will be entitled to compensation customarily charged by U.S. bulge bracket investment banks in similar transactions.

3. In rendering its services to the Company hereunder, UBS Warburg is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Restructuring Transaction or any other transaction. The Company agrees that UBS Warburg shall not have any obligation or responsibility to provide "crisis management" services for the Company or to provide any solvency or fairness opinion in connection with any Restructuring Transaction or any other transaction.

4. The Company will furnish, or cause to be furnished, to UBS Warburg all data, material and other information as UBS Warburg believes appropriate to its assignment (all such information so furnished being the "Information"). The Company recognizes and confirms that UBS Warburg (a)



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will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information and (c) will not make an appraisal of any assets or liabilities (contingent or otherwise) of the Company or any party to a Restructuring Transaction or any other transaction (it is understood that in any in-court restructuring, UBS Warburg will provide customary expert testimony relating to financial matters (including the feasibility of any plan of reorganization and the value of any reorganization securities issued or to be issued in connection therewith). To the best of the Company's knowledge, the Information to be furnished by the Company, when delivered, will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances under which they were made. The Company will promptly notify UBS Warburg if it learns of any material inaccuracy or misstatement in, or material omission from, any Information theretofore delivered to UBS Warburg.

Except to the extent authorized by the Company or required by any foreign, federal or state law, rule or regulation or any decision or order of any court, legislative or regulatory authority or body, UBS Warburg agrees that it will not disclose or make available to any person, other than to any attorneys, accountants, employees, officers, and directors of UBS Warburg who need to know the Information in connection with its engagement hereunder, any confidential Information (including the existence and contents of this Agreement and the transactions contemplated hereby), which has not become public (other than through disclosure in violation of this Agreement), about or relating to the Company received by or on behalf of UBS Warburg from the Company or its representatives, agents, attorneys or accountants in connection with the services rendered hereunder and will use such confidential Information solely in connection with its engagement under this Agreement; provided that this paragraph shall not apply to information which is or becomes available to UBS Warburg from a source not known to the recipient at UBS Warburg to be bound by an obligation of confidentiality to the Company with respect to such information or to have acquired such information in violation of applicable law. Prior to disclosing or making available any confidential Information about or relating to the Company received by or on behalf of UBS Warburg to its attorneys, accountants, employees, officers or directors who need to know such Information in connection with UBS Warburg's engagement hereunder, UBS Warburg shall inform them that such Information is confidential and UBS Warburg shall be responsible for any breach of this paragraph by such persons. This paragraph shall terminate two years from the Termination Date.

In the event any Restructuring Transaction involves an exchange offer, tender offer or consent solicitation, prior to the commencement thereof the Company shall enter into with UBS Warburg a separate dealer manager or other appropriate agreement containing terms and conditions, including appropriate representations and legal opinions, customary for UBS Warburg in similar transactions; provided that UBS Warburg shall not be entitled to separate or additional compensation from that contained in this Agreement, except for expenses incurred with respect to such activities as provided for in the applicable dealer manager or other appropriate agreement.

The Company represents and warrants to UBS Warburg that the information (whether written or oral) supplied to any purchaser in a Private Equity Financing by or on behalf of the Company, when supplied and through the closing of the financing, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Company represents and agrees that



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it has not taken and will not take, directly or indirectly, any action if, as a result, the Private Equity Financing would fail to be entitled to the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). At each closing of a Private Equity Financing, (a) the Company will deliver to UBS Warburg (i) an opinion of the Company's outside counsel addressed to UBS Warburg to the effect that the financing was exempt from registration under the Securities Act and which shall also include all opinions delivered to the purchasers, subject in each instance to such assumptions, qualifications, limitations and exceptions as such outside counsel deems necessary or appropriate to give such opinions, and (ii) copies (addressed to UBS Warburg if requested) of such agreements, opinions, certificates and other documents delivered at the closing as UBS Warburg may reasonably request and (b) the Company shall be deemed to make to UBS Warburg all representations and warranties that the Company has made to the purchasers. This Agreement shall not give rise to any express or implied commitment by UBS Warburg to purchase or place any securities or financing of the Company.

5. The Signatory Companies agree to the indemnification and other agreements set forth in the Indemnification Agreement attached hereto, the provisions of which are incorporated herein by reference and shall survive the termination, expiration or supersession of this Agreement.

6. Except as may be required by any foreign, federal or state law, rule or regulation, or as may be required by the rules and regulations of any self-regulatory organization or securities exchange having power over the Company or its securities, or as may be required by any subpoena, decision or order of any court or legislative or regulatory body or authority (in each instance after consultation with UBS Warburg), or for disclosure to any of the Company's affiliates, directors, officers, employees, representatives, agents, attorneys and accountants who need to know such information, none of (i) the name of UBS Warburg (it being understood that the Company can disclose that UBS Warburg is acting as the Company's financial advisor), (ii) any advice rendered by UBS Warburg to the Company, or (iii) the terms of this Agreement or any communication from UBS Warburg in connection with the services performed by UBS Warburg pursuant to this Agreement will be quoted or referred to orally or in writing, or in the case of (ii) and (iii), reproduced or disseminated, by the Company or any of its affiliates or any of their agents, without UBS Warburg's prior written consent.

7. UBS Warburg's services hereunder may be terminated by the Company or UBS Warburg upon 10 days prior written notice and will (unless otherwise mutually agreed) automatically terminate 12 months after the date of this Agreement (the "Termination Date"), in each case without liability or continuing obligation of the Company or UBS Warburg except (i) UBS Warburg shall be entitled to any fees earned prior to the Termination Date and payable pursuant to Section 2 hereof, (ii) UBS Warburg's right of first refusal in Section 2 shall survive for the period set forth in Section 2; (iii) as set forth in the following sentences of this Section, (iv) expenses reasonably incurred by UBS Warburg as a result of services rendered prior to the Termination Date shall become immediately payable in full, and (v) Sections 4 through 16 hereof shall remain operative and in full force and effect regardless of any termination. UBS Warburg shall be entitled to payment in full of the Restructuring Transaction Fee referred to in Section 2 if at any time prior to the expiration of 18 months after the Termination Date of UBS Warburg's engagement hereunder, a Restructuring Transaction is consummated or creditors of the Company agree to a plan of reorganization or the Company files a plan of reorganization or enters into a letter of intent or any agreement that subsequently results in the consummation of a Restructuring Transaction, in each instance on terms and conditions substantially similar to those proposed or worked on by UBS Warburg to or with the Company and its creditors prior to the Termination Date.



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nation Date. If at any time prior to the expiration of 18 months after the Termination Date of UBS Warburg's engagement hereunder, the Company consummates a Qualcomm Transaction or enters into an agreement with respect to a Qualcomm Transaction and subsequently consummates a Qualcomm Transaction, in each instance on terms and conditions substantially similar to those proposed by UBS Warburg to the Company or which UBS Warburg was negotiating with Qualcomm prior to the Termination Date, UBS Warburg shall be entitled to payment of the Qualcomm Transaction Fee. If at any time prior to the expiration of 18 months after the Termination Date of UBS Warburg's engagement hereunder, the Company consummates a Private Equity Financing with any Covered Party or enters into an agreement with respect to a Private Equity Financing with any Covered Party and subsequently consummates a Private Equity Financing with any Covered Party, UBS Warburg shall be entitled to payment of the Financing Fee with respect thereto. Notwithstanding the preceding three sentences, if after the Termination Date but prior to the consummation of a transaction covered by one of the preceding three sentences, the Company requested that UBS Warburg act as its advisor with respect to such transaction on the terms set forth in this Agreement and UBS Warburg declined, UBS Warburg shall not be entitled to payment of the transaction fee therefor as provided in the preceding three sentences. "Covered Party" shall mean any party which UBS Warburg had discussions with (with the Company's approval) or proposed to the Company in writing to have discussions with during the term of this Agreement regarding a Private Equity Financing.

8. The obligations of the Signatory Companies hereunder shall be the joint and several obligations of the entities comprising the Signatory Companies, except as expressly stated otherwise in this Agreement.

9. UBS Warburg may, at its own expense, place customary tombstone announcements or advertisements in financial newspapers and journals describing its services hereunder, provided that UBS Warburg shall have submitted a copy of any such proposed advertisement to the Company for its prior approval, such approval not to be unreasonably withheld, and such advertisement shall comply with all applicable laws, rules and regulations.

10. If the Company or any entity comprising part of the Company becomes a debtor in a case under Chapter 11 of the Bankruptcy Code, and if the Company determines that it wishes to retain a financial advisor in connection with the case and UBS Warburg agrees to so act as financial advisor, the Company and UBS Warburg will use their reasonable best efforts to obtain a Bankruptcy Court order pursuant to Section 328(a) of the Bankruptcy Code authorizing the Company to retain UBS Warburg, to compensate UBS Warburg for its services, including, without limitation, the payment of the Monthly Advisory Fee, the Restructuring Transaction Fee, the Qualcomm Transaction Fee and the Financing Fee, and reimbursement of UBS Warburg's expenses, and to provide indemnification rights to UBS Warburg, and other provisions as provided in this Agreement. Subject to Section 2(e), UBS Warburg shall not be required to serve as the Company's financial advisor during its Chapter 11 case unless the order approving its retention is reasonably satisfactory to UBS Warburg. If the Company uses its reasonable best efforts to retain UBS Warburg, but the Bankruptcy Court does not authorize the retention on terms acceptable to UBS Warburg, then the Company may reject this Agreement as an executory contract subject to UBS Warburg's right to submit a pre-petition claim under this Agreement for the compensation provided for hereunder.

11. The Company acknowledges and agrees that UBS Warburg has been retained to act solely as advisor to the Company, and not as an advisor of any other person, and the Company's engagement of UBS Warburg is not intended to confer rights upon any person (including shareholders,



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employees or creditors of the Company) not a party hereto as against UBS Warburg or its affiliates, or their respective directors, officers, employees or agents, successors or assigns. UBS Warburg shall act as an independent contractor under this Agreement, and any duties arising out of its engagement shall be owed solely to the Company.

UBS AG (the parent of UBS Warburg) and its subsidiaries, branches and affiliates (the "UBS Group") is involved in a wide range of commercial banking, investment banking and other activities (including investment management, corporate finance and securities issuing, trading and research) from which conflicting interests, or duties may arise. Information which is held elsewhere within UBS Warburg or within the UBS Group, but of which none of the individuals in the Corporate Finance Division of UBS Warburg involved in carrying out this engagement actually has knowledge, will not for any purpose be taken into account in determining UBS Warburg's responsibilities to the Company under this engagement. Neither UBS Warburg nor any other part of the UBS Group will have any duty to disclose to the Company or utilize for the Company's benefit any non-public information acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of its business, UBS Warburg and its affiliates may trade the securities of the Company and any party to a Restructuring Transaction, Qualcomm Transaction, Private Equity Financing or other transaction covered herein, for its own or their account and for the accounts of customers, and UBS Warburg and its affiliates may at any time hold a long or short position in such securities. The foregoing notwithstanding, UBS Warburg hereby acknowledges that (a) the Information being furnished to it and its representatives contains material non-public information regarding the Company and (b) it is aware, and it will advise any of its representatives who are informed as to such Information, that the United States securities laws prohibit any person who has received from an issuer material non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

12. THIS AGREEMENT AND ANY CLAIM, COUNTERCLAIM OR DISPUTE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT ("CLAIM"), DIRECTLY OR INDIRECTLY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW. EXCEPT AS SET FORTH BELOW, NO CLAIM MAY BE COMMENCED, PROSECUTED OR CONTINUED IN ANY COURT OTHER THAN IN COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND THE COMPANY AND UBS WARBURG CONSENT TO THE JURISDICTION OF SUCH COURTS AND PERSONAL SERVICE WITH RESPECT THERETO. THE COMPANY HEREBY CONSENTS TO PERSONAL JURISDICTION, SERVICE AND VENUE IN ANY COURT IN WHICH ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT IS BROUGHT BY ANY THIRD PARTY AGAINST UBS WARBURG OR ANY INDEMNIFIED PARTY. EACH OF UBS WARBURG AND THE COMPANY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE



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COMPANY AGREES THAT A FINAL JUDGMENT IN ANY PROCEEDING OR COUNTERCLAIM BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON THE COMPANY (SUBJECT TO THE COMPANY'S RIGHTS TO APPEAL OR OTHER REVIEW) AND MAY BE ENFORCED IN ANY OTHER COURTS TO THE JURISDICTION OF WHICH THE COMPANY IS OR MAY BE SUBJECT, BY SUIT UPON SUCH JUDGMENT.

13. This Agreement shall be binding upon UBS Warburg and the Company and their respective successors and assigns and any successor or assign of any substantial portion of the Company's and UBS Warburg's respective businesses and/or assets.

14. Each of the affiliates of the Signatory Companies signatory to this Agreement (each, an "Obligor" and, collectively, the "Obligors") acknowledges and agrees that it will benefit from the services provided by UBS Warburg hereunder.

15. In the event that a Restructuring Transaction is effected through an entity other than the Company, then the Signatory Companies shall cause such entity to assume and honor the obligations and liabilities of the Signatory Companies hereunder, including, without limitation, the Signatory Companies' obligations and liabilities pursuant to provisions concerning indemnification, contribution and the Signatory Companies' obligation to pay fees and to reimburse expenses contained herein and in the attached Indemnification Agreement.

16. This Agreement (including the attached Indemnification Agreement) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both UBS Warburg and the Company. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.



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If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

Very truly yours,

UBS WARBURG LLC

By: [Signature]
Name: Stanley Holtz
Title: Managing Director

By: [Signature]
Name: Steven Smith
Title: Managing Director

Accepted and agreed to as of
the date first above written:

LEAP WIRELESS INTERNATIONAL, INC.

CRICKET COMMUNICATIONS, INC.

By: [Signature]
Name:
Title:

By: [Signature]
Name:
Title:



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UBS Warburg LLC Indemnification Agreement

[Handwritten Signature]
 August 21, 2002

UBS Warburg LLC
 299 Park Avenue
 New York, New York 10171

Ladies and Gentlemen:

In connection with the engagement of UBS Warburg LLC ("UBS Warburg") to advise and assist the undersigned (together referred to as the "Signatory Companies") with the matters set forth in the Agreement, dated July 9, 2002, between Leap Wireless International, Inc. (together with its subsidiaries, the "Company") and UBS Warburg (the "Agreement"), in the event that UBS Warburg becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities prior to the date of the Agreement, the Signatory Companies agree to indemnify, defend and hold UBS Warburg harmless to the fullest extent permitted by law, from and against any losses, claims, damages, liabilities and expenses in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities prior to the date of the Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the gross negligence, willful misconduct or bad faith of UBS Warburg. In addition, in the event that UBS Warburg becomes involved in any capacity in any Proceeding in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, the Signatory Companies will reimburse UBS Warburg for its legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by UBS Warburg in connection therewith; provided, that if it is so finally determined that any such losses, claims, damages, liabilities and expenses resulted solely from the gross negligence, willful misconduct or bad faith of UBS Warburg, then UBS Warburg shall repay such portion of the reimbursed amounts that is attributable to expenses incurred in relation to such acts or omissions.

If such indemnification were not to be available for any reason, the Signatory Companies agree to contribute to the losses, claims, damages, liabilities and expenses involved (i) in the proportion appropriate to reflect the relative benefits received or sought to be received by the Company and its stockholders and affiliates and other constituencies, on the one hand, and UBS Warburg, on the other hand, in connection with the matters contemplated by the Agreement or (ii) if (but only if and to the extent) the allocation provided for in clause (i) is for any reason held unenforceable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and its stockholders and affiliates and other constituencies, on the one



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hand, and the party entitled to contribution, on the other hand, as well as any other relevant equitable considerations. The Signatory Companies agree that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Company and its stockholders and affiliates and other constituencies, on the one hand, and the party entitled to contribution, on the other hand, in connection with the matters contemplated by the Agreement shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Company or its stockholders or affiliates and other constituencies, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which UBS Warburg has been retained to perform financial services bears to the fees paid to UBS Warburg under the Agreement; provided that, in no event shall the Signatory Companies contribute less than the amount necessary to assure that UBS Warburg is not liable for losses, claims, damages, liabilities and expenses in excess of the amount of fees actually received by UBS Warburg pursuant to the Agreement. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Company or other conduct by the Company (or its employees or other agents), on the one hand, or by UBS Warburg, on the other hand.

Upon receipt by UBS Warburg of actual notice of a Proceeding against UBS Warburg with respect to which indemnity may be sought under this Agreement, UBS Warburg shall promptly notify the Company in writing; provided that the failure so to notify the Company shall not relieve the Signatory Companies from any liability which the Signatory Companies may have on account of this indemnity or otherwise, except to the extent the Signatory Companies shall have been materially prejudiced by such failure. The Signatory Companies shall be entitled to participate, at the Signatory Companies' own expense, in the defense of any such Proceeding brought to enforce any claim against or liability of UBS Warburg. If the Signatory Companies so elects, the Signatory Companies shall be entitled to assume, or if UBS Warburg requests, the Signatory Companies shall assume, the defense of such Proceeding at the Signatory Companies' expense. Upon assumption by the Signatory Companies of the defense of any such Proceeding, UBS Warburg shall have the right to participate in such Proceeding and to retain its own counsel but the Signatory Companies shall not be liable for any legal expenses of other counsel subsequently incurred by UBS Warburg in connection with the defense thereof unless (a) the Signatory Companies have agreed to pay such fees and expenses, (b) the Signatory Companies shall have failed to employ counsel reasonably satisfactory to UBS Warburg in a timely manner or (c) UBS Warburg shall have been advised by counsel that there are actual or potential conflicting interests between the Signatory Companies and UBS Warburg, including situations in which there are one or more legal defenses available to UBS Warburg that are different from or additional to those available to the Signatory Companies; provided, however, that the Signatory Companies shall not, in connection with any one such Proceeding or separate but substantially similar Proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys (as well as local counsel) at any time for all indemnified persons, including UBS Warburg.

The Signatory Companies shall not be liable for any settlement of any Proceeding effected without its written consent (which shall not be unreasonably withheld). The Signatory Companies will not settle any Proceeding in respect of which indemnity may be sought hereunder, whether or not UBS Warburg is an actual or potential party to such Proceeding, without UBS Warburg's prior written consent (which consent shall not be unreasonably withheld in the case of a Proceeding involving only the payment of money damages), unless such settlement, compromise or consent (i) includes an unconditional release of UBS Warburg from all liability in any way related to or arising out of such Proceed-



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ing and (ii) does not impose any actual or potential liability upon UBS Warburg and does not contain any factual or legal admission by or with respect to UBS Warburg or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of UBS Warburg or any action or inaction by UBS Warburg. For purposes of this Indemnification Agreement, UBS Warburg shall include UBS Warburg LLC, any of its affiliates, each other person, if any, controlling UBS Warburg or any of its affiliates, their respective officers, current and former directors, employees and agents, and the successors and assigns of all of the foregoing persons. The foregoing indemnity and contribution agreement shall be in addition to any rights that any indemnified party may have at common law or otherwise.

The Company agrees that neither UBS Warburg nor any of its affiliates, directors, agents, employees or controlling persons shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with or as a result of either UBS Warburg's engagement under the Agreement or any matter referred to in the Agreement, including, without limitation, related services and activities prior to the date of the Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any losses, claims, damages, liabilities or expenses incurred by the Company resulted solely from the gross negligence, willful misconduct or bad faith of UBS Warburg in performing the services that are the subject of the Agreement.

THIS INDEMNIFICATION AGREEMENT AND ANY CLAIM, COUNTERCLAIM OR DISPUTE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT ("CLAIM"), DIRECTLY OR INDIRECTLY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EXCEPT AS SET FORTH BELOW, NO CLAIM MAY BE COMMENCED, PROSECUTED OR CONTINUED IN ANY COURT OTHER THAN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND THE COMPANY AND UBS WARBURG CONSENT TO THE JURISDICTION OF SUCH COURTS AND PERSONAL SERVICE WITH RESPECT THERETO. THE SIGNATORY COMPANIES HEREBY CONSENT TO PERSONAL JURISDICTION, SERVICE AND VENUE IN ANY COURT IN WHICH ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT IS BROUGHT BY ANY THIRD PARTY AGAINST UBS WARBURG OR ANY INDEMNIFIED PARTY. EACH OF UBS WARBURG AND THE SIGNATORY COMPANIES WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR CLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY PROCEEDING OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON THE COMPANY (SUBJECT TO THE COMPANY'S RIGHTS TO APPEAL OR REVIEW) AND MAY BE ENFORCED IN ANY OTHER COURTS TO THE JURISDICTION OF WHICH THE SIGNATORY COMPANIES ARE OR MAY BE SUBJECT, BY SUIT UPON SUCH JUDGMENT.



The foregoing Indemnification Agreement shall remain in full force and effect notwithstanding any termination of UBS Warburg's engagement. This Indemnification Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Very truly yours,

LEAP WIRELESS INTERNATIONAL, INC.

CRICKET COMMUNICATIONS, INC.

By: [Signature]
Name:
Title:

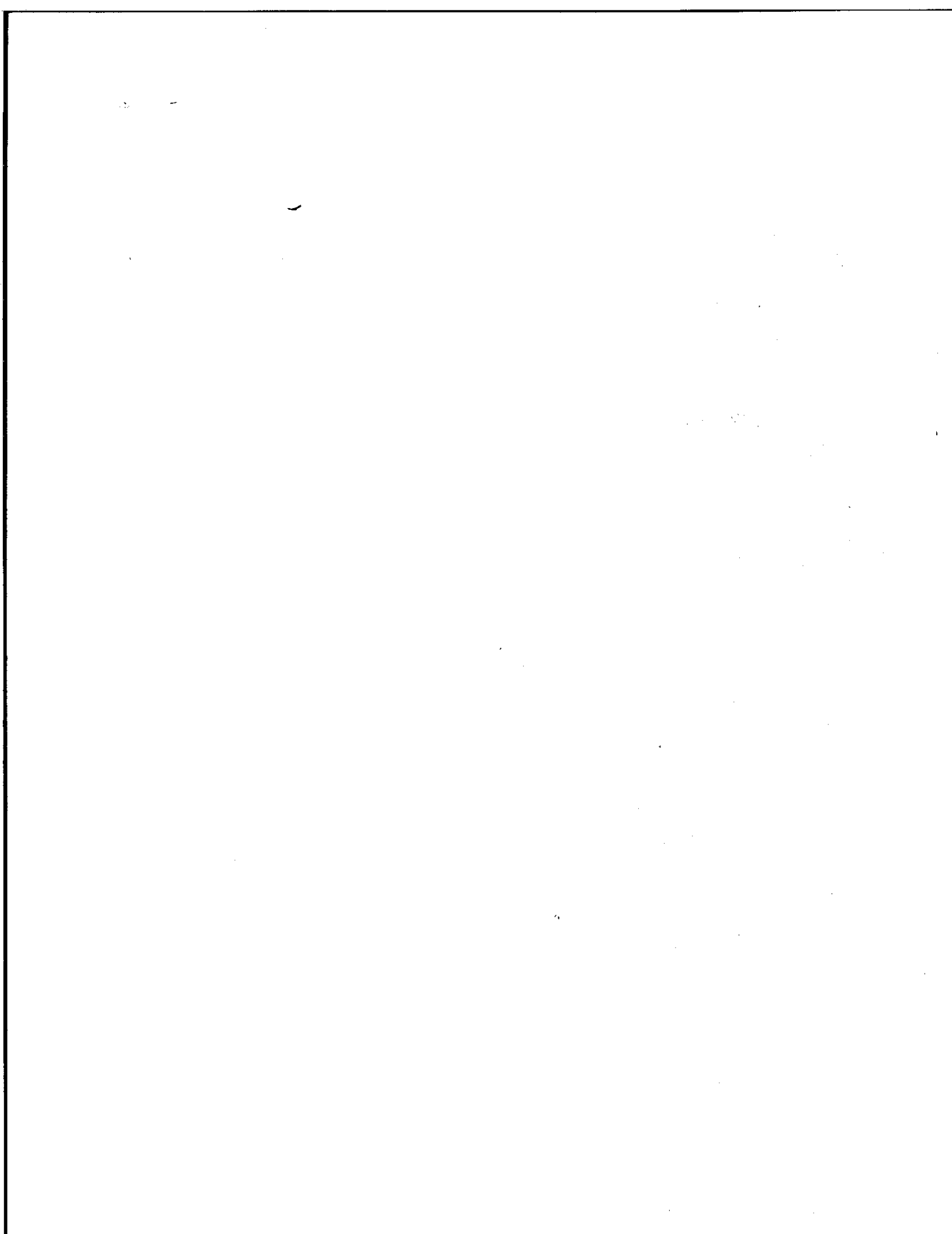
By: [Signature]
Name:
Title:

Accepted and agreed to as of
the date first above written:

UBS WARBURG LLC

By: [Signature]
Name: Stanley Holtz
Title: Managing Director

By: [Signature]
Name: Steven Smith
Title: Managing Director



1 LATHAM & WATKINS LLP
Michael S. Lurey (State Bar #048235)
2 Robert A. Klyman (State Bar #142723)
Eric D. Brown (State Bar #211512)
3 633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
4 Telephone: (213) 485-1234
Facsimile: (213) 891-8763

5 [Proposed] Counsel for
6 Debtors and Debtors-in-Possession

7
8 **UNITED STATES BANKRUPTCY COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 In re
11 LEAP WIRELESS INTERNATIONAL, INC.,
and CRICKET COMMUNICATIONS, INC., et
12 al.,
13 Debtors.

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15
16 Fed. Tax Id. Nos. 33-0811062 and 33-0879924

Case Nos.: 03-03470-A11 through
03-03535-A11

(Jointly Administered)

Chapter 11

**NOTICE OF SUBMISSION OF (A)
STIPULATION BETWEEN DEBTORS
AND UBS SECURITIES LLC RE
EMPLOYMENT OF UBS SECURITIES
LLC AS FINANCIAL ADVISORS AND
(B) PROPOSED ORDER THEREON**

Hearing

Date: TBA
Time: TBA
Place: Department 2

Judge: Hon. Louise DeCarl Adler

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22 TO: THE HONORABLE UNITED STATES BANKRUPTCY JUDGE IN THE
ABOVE-CAPTIONED CHAPTER 11 CASES

23 On or about May 22, 2003, Leap Wireless International, Inc., Cricket
24 Communications, Inc., and certain of their subsidiaries and other affiliated entities, as debtors
25 and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed their
26 Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Rule 2014(a) of
27 the Federal Rules of Bankruptcy Procedure Authorizing the Employment UBS Warburg LLC as
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1 Financial Advisors (the "Application") (Docket No. 212) and certain declarations in support
2 thereof (Docket Nos. 213, 214) for an order authorizing the Debtors' to employ and compensate
3 UBS Securities LLC (formerly UBS Warburg LLC) ("UBS") as financial advisors in these
4 chapter 11 cases. Also on May 22, 2003, the United States Trustee filed its Statement of Position
5 (Docket No. 215) stating no objection to the Application.

6 On or about May 29, 2003, the Informal Vendor Debt Committee filed its
7 Objection to the Application (Docket No. 233). On or about May 30, 2003, the Official
8 Unsecured Creditors' Committee filed its Response to the Application (Docket No. 248).

9 On or about June 16, 2003, this Court denied the Application stating that the
10 parties must resolve the objections before the Court would enter an order authorizing the
11 employment of UBS.

12 PLEASE TAKE NOTICE that the parties have resolved the objections and agreed
13 to a Stipulation between Debtors and UBS Securities LLC relating to Debtors' Application for
14 Authorization to Employ UBS Securities LLC as Financial Advisors (the "Stipulation") entered
15 into by the Debtors and UBS as of June 17, 2003. A copy of the Stipulation is attached hereto as
16 Exhibit A.

17 PLEASE TAKE FURTHER NOTICE that the Debtors, the Informal Vendor Debt
18 Committee and the Official Unsecured Creditors' Committee have further agreed to a form of
19 Proposed Order on the Application (the "Proposed Order"). A copy of the Proposed Order is
20 attached hereto as Exhibit B. The Debtors have lodged the Proposed Order concurrently
21 herewith for signature of the Court.

22 Dated: June 18, 2003

Respectfully submitted,

LATHAM & WATKINS LLP

23
24
25 By _____ /s/
26 Robert A. Klyman
27 Proposed Counsel for Debtors and
28 Debtors-in-Possession

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PROOF OF SERVICE

Leap Wireless International, Inc. Cricket Communications, Inc., et al.
Case No. 03-3470-All through 033535-All

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 633 West Fifth Street, Suite 4000, Los Angeles, CA 90071-2007.

On June 18, 2003, I served the following document described as:

NOTICE OF SUBMISSION OF (A) STIPULATION BETWEEN DEBTORS AND UBS SECURITIES LLC RE EMPLOYMENT OF UBS SECURITIES LLC AS FINANCIAL ADVISORS AND (B) PROPOSED ORDER THEREON

by serving a true copy of the above-described document in one of the following manners per the attached Special Notice List by either U.S. Mail or e-mail:

BY U.S. MAIL

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service. Under that practice, documents are deposited with the Latham & Watkins LLP personnel responsible for depositing documents with the United States Postal Service; such documents are delivered to the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I deposited in Latham & Watkins LLP' interoffice mail a sealed envelope or package containing the above-described document and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service.

BY E-MAIL

The above-described document was transmitted by e-mail to the parties as stated on the attached Special Notice List from Los Angeles, California on June 18, 2003.

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 18, 2003, at Los Angeles, California.

/s/
Joan Robles

SPECIAL NOTICE LIST
Leap Wireless Int'l
(Updated 6/16/03)

<p>Tiffany Carroll Office of the U.S. Trustee 402 W. Broadway, Suite 600 San Diego, CA 92101 (619) 557-5013 ph (619) 557-5339 fax tiffany.l.carroll@usdoj.gov</p>	<p>Robert Irving Leap Wireless International 10307 Pacific Center Court San Diego, CA 92121 (858) 882-6000 ph (858) 882-6010 fax rirving@leapwireless.com</p>	<p>Robert Klyman, Esq. Latham & Watkins 633 W. Fifth St., Suite 4000 Los Angeles, CA 90071 (213) 891-7584 ph (213) 891-8763 fax robert.klyman@lw.com</p>
<p>Lannas J. Barfield Andrews & Kurth L.L.P. 600 Travis, Suite 4200 Houston, Texas 77002 (713) 220-4347 ph (713) 238-7307 fax lanasbarfield@akllp.com</p>	<p>Matthew Williams Kramer Levin Naftalis & Frankel LP 919 Third Avenue New York, NY 10022 (212) 715-9527 ph (212) 715 8000 fax mjwilliams@kramerlevin.com</p>	<p>Margery N. Reed (Atty for Lucent) Duane Morris LLP One Liberty Pl., Ste. 4200 Philadelphia, PA 19103-7396 (215) 979-1000 ph (215) 979-1020 fax mreed@duanemorris.com</p>
<p>Pamela Cocalas Wirt, Esq. Atty for SBA Towers Inc/SBA Prop. 5900 Broken Sound Pky NW Boca Raton, FL 33487 (561) 226-9395 ph (561) 998-3448 fax</p>	<p>Richard Baumfield Andrews & Kurth LLP 805 Third Avenue New York, New York 10022 (212) 850-2852 ph (212) 850-2929 fax richardbaumfield@akllp</p>	<p>Jeffrey M. Reisner Irell & Manella LLP 840 Newport Center Dr, Ste 400 Newport Beach, CA 92660 (949) 760-0991 ph (949) 760-5200 fax jreisner@irell.com</p>
<p><u>Atty for Nortel Networks, Inc.</u> Rebecca J. Winthrop, Esq. Jenkins & Gilchrist LLP 55 S. Lake Ave., Ste. 650 Pasadena, CA 91101 (626) 578-7423 ph (626) 304-9711 fax</p>	<p>Evan D. Smiley Albert, Weiland & Golden LLP 650 Town Center Dr., Ste. 950 Costa Mesa, CA 92626 (714) 966-1000 ph (714) 966-1002 fax esmiley@awglawyers.com</p>	<p>Edward L. Ripley (<u>Atty for TelecheckSvc</u>) Baker & Hostetler LLP 1000 Louisiana, Suite 2000 Houston, TX 77002 (713) 751-1600 ph (713) 276-1626 fax eripley@bakerlaw.com</p>
<p>J. Hayden Kepner, Jr./Darryl Laddin Arnall Golden Gregory LLP 2800 One Atlantic Ctr. 1201 W. Peachtree St. Atlanta, GA 30309-3450 (404) 873-8605 ph (404) 873-8605 fax</p>	<p><u>Atty for Nortel Networks, Inc.</u> Ronald D. Rosener, Esq. Jenkins & Gilchrist PC 1445 Ross Ave., Ste. 3200 Dallas, TX 75202 (214) 855-4500 ph (214) 855-4300 fax</p>	<p>Todd C. Meyers/John W. Mills, III Kilpatrick Stockton LLP 1100 Peachtree St., Ste. 2800 Atlanta, GA 30309 (404) 815-6500 ph (404) 815-6555 fax</p>
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6 Counsel for Debtors and Debtors in Possession
7

8 UNITED STATES BANKRUPTCY COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 In re
12 LEAP WIRELESS INTERNATIONAL, INC.,
and CRICKET COMMUNICATIONS, INC., et
13 al.,
14 Debtors.

Case Nos.: 03-03410-A11 through
03-03535-A11

(Jointly Administered)

Chapter 11

STIPULATION BETWEEN DEBTORS
AND UBS SECURITIES LLC
RELATING TO DEBTORS'
APPLICATION FOR
AUTHORIZATION TO EMPLOY UBS
SECURITIES LLC AS FINANCIAL
ADVISORS

Hearing

Date: ~~FBA~~ June 17, 2003

Time: ~~FBA~~ 2:00 PM

Place: FBA

Department 2

21 Fed. Tax Id. Nos. 33-0811062 and 33-0879924
22

Judge: Hon. Louise DeCarl Adler

23 Leap Wireless International, Inc. ("Leap") and certain of its affiliates, as debtors and
24 debtors in possession (collectively with Leap, the "Debtors"), and UBS Securities LLC ("UBS"),
25 formerly known as UBS Warburg LLC, hereby stipulate as follows:
26

27 **RECITALS**
28

1 A. On May 22, 2003, the Debtors filed an application (the "Application") seeking
2 authorization to retain UBS, then known as UBS Warburg LLC, as their financial advisors. In
3 support of the Application, UBS filed a Declaration of Steven Smith (the "Smith Declaration") that
4 modified the terms of the August 28, 2002 engagement letter ("Engagement Letter") between the
5 Debtors and UBS.

6 B. On May 22, 2003, the United States Trustee (the "UST") filed a Statement of
7 Position, stating that the UST does not object to UBS's employment.

8 C. On May 29, 2003, the Informal Vendor Debt Committee (the "Vendor Committee")
9 filed a "Limited Objection," stating that the Application does not reflect its earlier agreement with
10 UBS and the Debtors. On May 30, 2003, the Official Committee of Unsecured Creditors of Leap
11 (the "Creditors Committee") filed a "Response," reserving its right to object to the Application. No
12 other response or objection to the Application has been filed.

13 D. In June of 2003, UBS Warburg LLC changed its name to UBS Securities LLC.

14 E. Following discussions with the Vendor Committee and the Creditors Committee,
15 the Debtors and UBS have agreed to resolve the issues of concern with respect to UBS's retention
16 on the terms set forth below. The Debtors and UBS agree and stipulate as follows:

17 **AGREEMENT**

18 1. Capitalized terms not otherwise defined in this Stipulation have the meanings given
19 them in the Engagement Letter.

20 2. The first paragraph of the Engagement Letter is amended to delete "exclusive."
21 This amendment to the first paragraph of the Engagement Letter in no way affects the fees owed or
22 to be owed to UBS under the Engagement Letter, as modified by the Smith Declaration and the
23 remainder of this Stipulation, including the amount or maturity date of those fees.

24 2.3. Paragraph 1 of the Engagement Letter, which describes UBS's services, is amended
25 to delete subparagraphs (b)-(d). UBS will only be required to perform the services described in
26 subparagraph (a) of Paragraph 1.

27

28 2 DeltaView comparison of pcdocs://lacs02a/324984/1 and pcdocs://lacs02a/325090/1.
Performed on 06/16/03.

1 3-4 Subject to the Court's entry of an order ("Order") approving the Application as
2 modified in this Stipulation, and notwithstanding anything to the contrary in the Application, Smith
3 Declaration, or Engagement Letter, UBS shall be entitled to receive only the following fees and
4 expense reimbursement for its services in this engagement (in addition to those fees already
5 received):

6 (a) A Monthly Advisory Fee of \$200,000, payable as described in the
7 Engagement Letter, 30% of which is payable by Leap and 70% of which is payable by
8 Debtor and Debtor in Possession Cricket Communications, Inc. ("Cricket")
9 (notwithstanding the Smith Declaration, under which the Monthly Advisory Fees would be
10 payable solely by Cricket, and notwithstanding the Engagement Letter, under which the
11 they would be the joint and several obligations of Leap and Cricket). No portion of the
12 Monthly Advisory Fees will be credited against the Restructuring Transaction Fee;

13 (b) A Restructuring Transaction Fee in the amount of \$3.35 million, payable
14 (and subject to later allocation, as set forth below) upon the effective date of a confirmed
15 plan of reorganization for the Debtors (or, if a Restructuring Transaction occurs other than
16 by confirmation of a plan of reorganization, then upon the Restructuring Transaction's
17 consummation); and

18 (c) Reimbursement of expenses, as set forth in the Engagement Letter, 30% of
19 which are payable by Leap and 70% of which are payable by Cricket (notwithstanding the
20 Engagement Letter, under which these expenses would be the joint and several obligations
21 of Leap and Cricket).

22 Subparagraphs (d)-(g) and the final full paragraph of Paragraph 2 of the Engagement Letter are
23 deleted.

24 4-5 The Debtors, the Vendor Committee, and the Creditors Committee have not come to
25 an agreement as to the issue of allocating proper responsibility for the payment of the Restructuring
26 Transaction Fee or whether any allocation of the Restructuring Transaction Fee is appropriate.

27 This lack of agreement in no way affects the Debtors' Leap's and Cricket's joint and several

28 3 DeltaView comparison of pcdocs://lacs02a/324984/1 and pcdocs://lacs02a/325090/1.
Performed on 06/16/03.

Upon the issuance of a Court order ^{formation of a} or written agreement allocating the Restructuring Transaction Fee, Leap's and Cricket's payment obligations to UBS will no longer be joint and several and will be payable solely ~~by that order or written agreement,~~ ^{in accordance with}

1 obligations to pay the Restructuring Transaction Fee, except as set forth in this paragraph. If the
2 Debtors, the Vendor Committee, and the Creditors Committee cannot agree on an allocation of the
3 Restructuring Transaction Fee, they may submit the issue to the Court for resolution upon motion
4 of any of them, with notice to the others and to UBS. If an allocation is agreed to or is ordered by
5 the Court before the Restructuring Transaction Fee becomes due and payable, the Restructuring
6 Transaction Fee will be payable to UBS as so agreed or ordered. In any event, ~~the Debtors Leap~~
7 and Cricket, jointly and severally, must timely pay the Restructuring Transaction Fee when it
8 becomes due, even if the allocation has not been determined, by agreement or order, at that time. If
9 the Restructuring Transaction Fee payment is made to UBS before the issuance of a Court order or
10 consensual resolution between the Official Committee and Vendor Committee allocating such
11 payment, the Official Committee and the Vendor Committee will provide for an adjustment
12 between Leap and Cricket by contribution, reimbursement or otherwise.

13 5.6 Nothing set forth herein shall be deemed an admission by the Debtors, the Vendor
14 Committee, or the Creditors Committee as to the proper allocation of the Restructuring Transaction
15 Fee. The agreement between the Debtors and UBS to allocate the Monthly Advisory Fee, the
16 Indemnity Obligations, and the expenses incurred by UBS is in no way an admission by the
17 Debtors, Vendor Committee, or Official Committee that any such allocation (or any other
18 allocation) is proper, warranted, or consented to as to the Restructuring Transaction Fee, and each
19 of these parties expressly reserves the right to challenge the allocation of the Restructuring
20 Transaction Fee on any basis, and to argue (on any equitable, legal, or other grounds) as to the
21 proper allocation of the Restructuring Transaction Fee.

22 6.7 The Engagement Letter contains certain indemnity provisions for the benefit of
23 UBS (the "Indemnity Obligations"). Leap must pay 30% of any Indemnity Obligations and
24 Cricket must pay 70% of any Indemnity Obligations (notwithstanding the Engagement Letter,
25 under which the Indemnity Obligations would be the joint and several obligations of Leap and
26 Cricket).

1 8. The Engagement Letter is amended to delete the last full paragraph on page 5 (the
2 penultimate paragraph of Paragraph 4).

3 ~~7-9~~ Notwithstanding any reference to a Qualcomm Transaction Fee or a Financing Fee
4 in the Engagement Letter, UBS will not be entitled to receive a Qualcomm Transaction Fee or a
5 Financing Fee. Paragraph 7 of the Engagement Letter is amended to delete any provision under
6 which UBS would have the right to a Qualcomm Transaction Fee or a Financing Fee.
7 Subparagraph 7(ii) of the Engagement Letter is deleted. Subparagraph 7(v) is amended by adding
8 at the end of that sentence, just before the period ", as modified". The last four sentences of
9 Paragraph 7 are deleted. "Qualcomm Transaction Fee" and "Financial Fee" are deleted from
10 Paragraph 10 of the Engagement Letter. *(as modified herein for the post-petition period)*

11 ~~8-10~~ The Indemnification Agreement attached to the Engagement Letter and all other
12 provisions of the Engagement Letter not explicitly addressed in this Stipulation or the Smith
13 Declaration will remain in full force and effect, except that, notwithstanding any provision in the
14 Engagement Letter to the contrary (if any), UBS shall not be entitled to indemnification for any
15 claim based on conduct by UBS unrelated to the Engagement Letter and the matters contemplated
16 thereby. *With respect to the prepetition period, Indemnity obligations will apply to claims arising only as a result of services or other work performed by UBS in connection with*

17 ~~9-11~~ Nothing in this Stipulation affects the validity of payments made to date to UBS
18 under the Engagement Letter or UBS's right to retain those payments.

19 ~~10-12~~ So long as the Debtors' cases are pending, the Court will have exclusive jurisdiction
20 over any dispute arising under the Engagement Letter, the Stipulation, the Order, or the terms of
21 UBS's retention.

22 ~~11-13~~ To the extent that the Smith Declaration is inconsistent with the Engagement Letter,
23 the Smith Declaration governs. To the extent that this Stipulation is inconsistent with the
24 Engagement Letter, Application, or Smith Declaration, this Stipulation governs.

25 ~~12-14~~ The Debtors and UBS urge the Court to approve UBS's engagement, on the terms
26 set forth in the Engagement Letter and Smith Declaration, as modified by this Stipulation.

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28 5 DeltaView comparison of pcdocs://lacs02a/324984/1 and pcdocs://lacs02a/325090/1.
Performed on 06/16/03.

a Restructuring Transaction or in connection with a Qualcomm Transaction or a Private Equity Financing related to a Restructuring Transaction.

NA

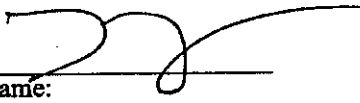
1 ~~13.15~~ Each signatory represents and warrants that he or she is authorized to execute this
2 Stipulation on behalf of his or her respective party and to bind that party to its terms.

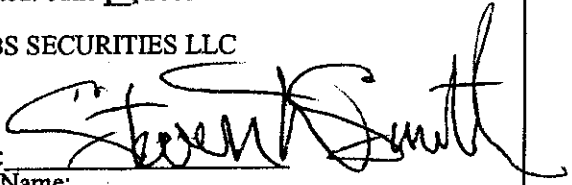
3
4 Dated: June __, 2003

Dated: June 2003

5 LATHAM & WATKINS LLP

UBS SECURITIES LLC

6
7 By: 
Name: _____

By: 
Name: _____
Title: _____

8 Counsel for Debtors and Debtors in Possession
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EXHIBIT B

CSD 1001 [05/15/03]

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re

LEAP WIRELESS INTERNATIONAL, INC., and CRICKET
COMMUNICATIONS, INC., et al.

Debtor.

BANKRUPTCY NO. 03-3470-A11 to 03-3535-A11

Date of Hearing:

Time of Hearing:

Name of Judge: Hon. Louise DeCarl Adler

ORDER ON

**DEBTORS' APPLICATION FOR AUTHORIZATION TO EMPLOY UBS SECURITIES LLC AS
FINANCIAL ADVISORS**

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2)
through 5 with exhibits, if any, for a total of 5 pages, is granted. Motion/Application Docket Entry No. 212

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DATED:

Judge, United States Bankruptcy Court

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:

LATHAM & WATKINS LLP
(Firm name)

By: Robert Klyman /s/
Attorney for Movant

CSD 1001

1 LATHAM & WATKINS LLP
Michael S. Lurey (State Bar #048235)
2 Robert A. Klyman (State Bar #142723)
Eric D. Brown (State Bar #211512)
3 633 West Fifth Street, Suite 4000
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5
6 Counsel for
Debtors and Debtors in Possession

7

8

UNITED STATES BANKRUPTCY COURT

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SOUTHERN DISTRICT OF CALIFORNIA

10 In re

11 LEAP WIRELESS INTERNATIONAL, INC.,
and CRICKET COMMUNICATIONS, INC.,
12 et al.,

Debtors.

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Fed. Tax Id. Nos. 33-0811062 and 33-0879924

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Case Nos.: 03-03410-A11 through
03-03535-A11

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
DEBTORS' APPLICATION
PURSUANT TO SECTIONS 327(a) AND
328(a) OF THE BANKRUPTCY CODE
AND RULE 2014(a) OF THE FEDERAL
RULES OF BANKRUPTCY
PROCEDURE AUTHORIZING THE
EMPLOYMENT OF UBS SECURITIES
LLC AS FINANCIAL ADVISORS**

Hearing

Date: TBA

Time: TBA

Place: TBA

Judge: Hon. Louise DeCarl Adler

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This Court having considered the Application Pursuant to Sections 105, 327(a)
and 328(a) of the Bankruptcy Code and Rule 2014(a) of the Federal Rules of Bankruptcy
Procedure Authorizing the Employment of UBS Warburg LLC as Financial Advisors (the
"Application"), filed by the above-captioned debtors and debtors in possession (collectively, the
"Debtors"), the Declaration of Steven D. Smith and the Supplemental Declaration of Jeffrey
Gelles in support of the Application, the engagement letter entered into by the Debtors (by and

1 through Leap Wireless International, Inc. and Cricket Communications, Inc.) and UBS Securities
2 LLC ("UBS"), then known as UBS Warburg LLC, dated as of August 28, 2002 (the
3 "Engagement Letter"), a copy of which is attached as Exhibit "A" to the Smith Declaration, the
4 Declaration of Harvey P. White in Support of First Day Motions, and the Stipulation Between
5 Debtors and UBS Securities LLC Relating to Debtors' Application for Authorization to Employ
6 UBS Securities LLC as Financial Advisors (the "Stipulation"); the Court finding that (a) the
7 Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, (b) this is a core
8 proceeding under 28 U.S.C. § 157(b)(2), and (c) notice of the Application was sufficient under
9 the circumstances and no further notice is required; the Court being fully advised and having
10 determined that UBS does not hold or represent an interest adverse to the Debtors and their
11 estates, that UBS is a "disinterested" person, as that term is defined in section 101(14) of Title 11
12 of the United States Code (the "Bankruptcy Code"), that the terms and conditions of UBS's
13 employment as set forth in the Application, Engagement Letter, and Stipulation are reasonable
14 and that its employment as the Debtors' financial advisors and the terms thereof are in the best
15 interest of the estates; after due deliberation and sufficient cause appearing therefor, it is hereby
16 ORDERED:

- 17 1. The Application is GRANTED.
- 18 2. The Debtors are authorized, pursuant to sections 327 and 328 of the
19 Bankruptcy Code, to retain, employ and compensate upon the terms and for the purposes set
20 forth in the Engagement Letter, Smith Declaration, Application, and Stipulation, the firm of UBS
21 as their financial advisors in the above-captioned chapter 11 cases, this authorization to be
22 effective nunc pro tunc, as of the commencement of these cases.
- 23 3. The terms and conditions of UBS's retention set forth in the Engagement
24 Letter, Smith Declaration, Application, and Stipulation are approved, pursuant to section 328(a)
25 of the Bankruptcy Code.
- 26 4. So long as the Debtors' cases are pending in this Court, all requests by
27 UBS for indemnification will be made by means of application and shall be subject to the court's
28 review, to ensure that any indemnification payment conforms to the Engagement Letter and the

1 Stipulation and is reasonable, based upon the circumstances of the claim for which indemnity is
2 sought. UBS shall not be entitled to indemnification if a final judicial determination is made that
3 the claim arose as a result of UBS's own gross negligence, willful misconduct, bad faith, or self-
4 dealing.

5 5. If UBS seeks reimbursement for attorneys' fees from the Debtors under the
6 Engagement Letter, it will include the invoices and supporting time records of its attorneys with
7 its fee applications. Those invoices and time records will be subject to the Bankruptcy Court's
8 approval under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to
9 whether UBS's attorneys have been retained under section 327 of the Bankruptcy Code or to
10 whether their services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

11 6. So long as the Debtors' cases are pending, this Court will have exclusive
12 jurisdiction over any dispute arising under the Engagement Letter, Stipulation, this Order, or the
13 terms of UBS's retention.

14 7. To the extent that this Order is inconsistent with the Engagement Letter or
15 Stipulation, this Order will govern.

16 8. The Debtors are authorized and empowered to take such action as may be
17 necessary and appropriate to implement the terms of this Order.

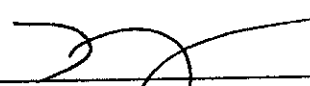
18
19 Dated: June __, 2003

The Honorable Louise DeCarl Adler
United States Bankruptcy Judge

20
21
22 The attorney's signature constitutes a certification
23 under Bankruptcy Rule 9011 that the relief provided
by the order is the relief granted by the court:

24 Submitted by:

25 LATHAM & WATKINS LLP

26
27 By 
Robert A. Klyman
28 Counsel for Debtors and
Debtors in Possession

1 Approved by:

2 Dated: June 17, 2003

3 ANDREWS & KURTH LLP

4
5 By: 
6 Name:

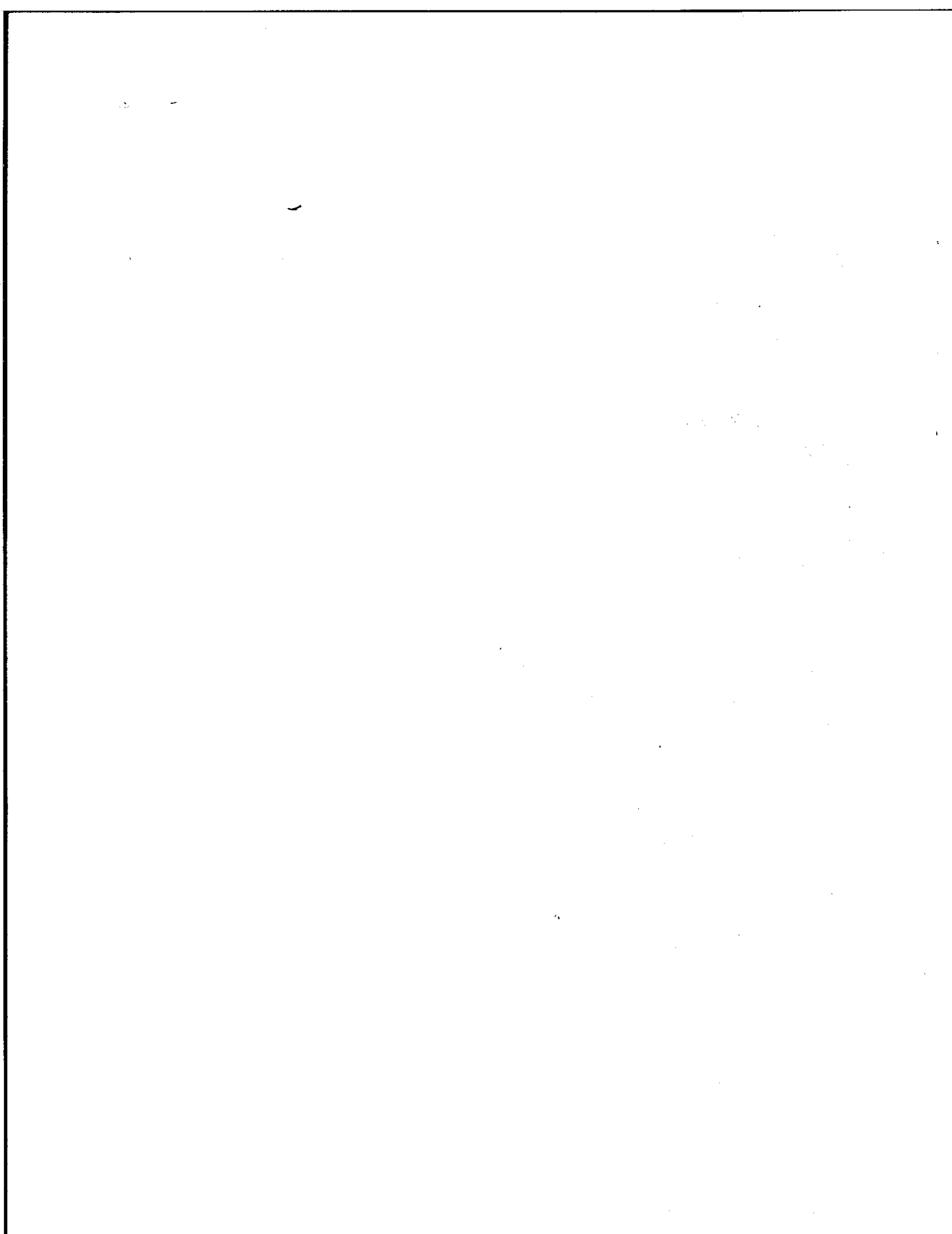
7 Counsel for the Informal Vendor Debt Committee

8 Dated: June 17, 2003

9 KRAMER LEVIN NAFTALIS
10 & FRANKEL LLP

11
12 By: 
13 Robert T. Schmidt

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Counsel for Official Committee of Unsecured Creditors



CSD 1001 (05/15/02)
Name, Address, Telephone No. & I.D. No.
LATHAM & WATKINS LLP
Robert A. Klyman (State Bar #142723)
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Telephone: (213) 485-1234
Facsimile: (213) 891-8763

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ENTERED 7/10/03
FILED
JUL 10 2003
CLERK U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY UA DEPUTY **BY FAX**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
125 West "P" Street, San Diego, California 92101-6991

In Re
LEAP WIRELESS INTERNATIONAL, INC., and CRICKET
COMMUNICATIONS, INC., et al

Debtor.
BANKRUPTCY NO. 03-3470-A11 to 03-3535-A11
Date of Hearing:
Time of Hearing:
Name of Judge: Hon. Louise DeCarl Adler

**ORDER ON
DEBTORS' APPLICATION FOR AUTHORIZATION TO EMPLOY UBS SECURITIES LLC AS
FINANCIAL ADVISORS**

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through 5 with exhibits, if any, for a total of 5 pages, is granted. Motion/Application Docket Entry No. 212

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DATED: 10 July 03

Louise DeCarl Adler
Judge, United States Bankruptcy Court

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:
LATHAM & WATKINS LLP
(Firm name)

By: Robert Klyman fw
Attorney for Movant

1 LATHAM & WATKINS LLP
Michael S. Lurey (State Bar #048235)
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Facsimile: (213) 891-8763

5 Counsel for
6 Debtors and Debtors in Possession

7
8 UNITED STATES BANKRUPTCY COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 In re
11 LEAP WIRELESS INTERNATIONAL, INC.,
and CRICKET COMMUNICATIONS, INC.,
12 et al.,
13 Debtors.

Case Nos.: 03-03410-A11 through
03-03535-A11

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
DEBTORS' APPLICATION
PURSUANT TO SECTIONS 327(a) AND
328(a) OF THE BANKRUPTCY CODE
AND RULE 2014(a) OF THE FEDERAL
RULES OF BANKRUPTCY
PROCEDURE AUTHORIZING THE
EMPLOYMENT OF UBS SECURITIES
LLC AS FINANCIAL ADVISORS**

Hearing

Date: TBA
Time: TBA
Place: TBA

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21 Fed. Tax Id. Nos. 33-0811062 and 33-0879924

Judge: Hon. Louise DeCarl Adler

22
23 This Court having considered the Application Pursuant to Sections 105, 327(a)
24 and 328(a) of the Bankruptcy Code and Rule 2014(a) of the Federal Rules of Bankruptcy
25 Procedure Authorizing the Employment of UBS Warburg LLC as Financial Advisors (the
26 "Application"), filed by the above-captioned debtors and debtors in possession (collectively, the
27 "Debtors"), the Declaration of Steven D. Smith and the Supplemental Declaration of Jeffrey
28 Gelles in support of the Application, the engagement letter entered into by the Debtors (by and

LATHAM-WATKINS
ATTORNEYS AT LAW
LOS ANGELES

Leap Wireless, et al. Case Nos. 03-03410-A11 through 03-03535-A11
Order Approv. Debtors' Appl. Author. Employment
of UBS Securities LLC as Financial Advisors

1 through Leap Wireless International, Inc. and Cricket Communications, Inc.) and UBS Securities
2 LLC ("UBS"), then known as UBS Warburg LLC, dated as of August 28, 2002 (the
3 "Engagement Letter"), a copy of which is attached as Exhibit "A" to the Smith Declaration, the
4 Declaration of Harvey P. White in Support of First Day Motions, and the Stipulation Between
5 Debtors and UBS Securities LLC Relating to Debtors' Application for Authorization to Employ
6 UBS Securities LLC as Financial Advisors (the "Stipulation"); the Court finding that (a) the
7 Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, (b) this is a core
8 proceeding under 28 U.S.C. § 157(b)(2), and (c) notice of the Application was sufficient under
9 the circumstances and no further notice is required; the Court being fully advised and having
10 determined that UBS does not hold or represent an interest adverse to the Debtors and their
11 estates, that UBS is a "disinterested" person, as that term is defined in section 101(14) of Title 11
12 of the United States Code (the "Bankruptcy Code"), that the terms and conditions of UBS's
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14 and that its employment as the Debtors' financial advisors and the terms thereof are in the best
15 interest of the estates; after due deliberation and sufficient cause appearing therefor, it is hereby
16 ORDERED:

- 17 1. The Application is GRANTED.
- 18 2. The Debtors are authorized, pursuant to sections 327 and 328 of the
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20 forth in the Engagement Letter, Smith Declaration, Application, and Stipulation, the firm of UBS
21 as their financial advisors in the above-captioned chapter 11 cases, this authorization to be
22 effective primo pro tunc, as of the commencement of these cases.
- 23 3. The terms and conditions of UBS's retention set forth in the Engagement
24 Letter, Smith Declaration, Application, and Stipulation are approved, pursuant to section 328(a)
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- 26 4. So long as the Debtors' cases are pending in this Court, all requests by
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10 whether their services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

11 6. So long as the Debtors' cases are pending, this Court will have exclusive
12 jurisdiction over any dispute arising under the Engagement Letter, Stipulation, this Order, or the
13 terms of UBS's retention.

14 7. To the extent that this Order is inconsistent with the Engagement Letter or
15 Stipulation, this Order will govern.


16 8. The Debtors are authorized and empowered to take such action as may be
17 necessary and appropriate to implement the terms of this Order.

18
19 Dated: June __, 2003

The Honorable Louise DeCarl Adler
United States Bankruptcy Judge

20
21
22 The attorney's signature constitutes a certification
23 under Bankruptcy Rule 9011 that the relief provided
by the order is the relief granted by the court:

24 Submitted by:
25 LATHAM & WATKINS LLP

26
27 By 
Robert A. Klyman
28 Counsel for Debtors and
Debtors in Possession

1 Approved by:

2 Dated: June 17, 2003

3 ANDREWS & KURTH LLP

4
5 By: 
6 Name:

7 Counsel for the Informal Vendor Debt Committee

8 Dated: June 17, 2003

9 KRAMIR LEVIN NAFTALIS
10 & FRANKEL LLP

11
12 By: 
13 Robert T. Schmidt

14 Counsel for Official Committee of Unsecured Creditors
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA**

<p>In re</p> <p>LEAP WIRELESS INTERNATIONAL, INC. and CRICKET COMMUNICATIONS, INC., et al.</p> <p style="text-align: center;">Debtor.</p>	<p>Bankruptcy No. 03-3470-ail to 03-3535-ail</p> <p>Date of Hearing: Time of Hearing: Name of Judge: Hon. Louise DeCart Adler</p>
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**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO THE FOLLOWING PARTIES IN INTEREST:

Robert Klyman, Esq.
Eric D. Brown, Esq.
Latham & Watkins
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071

You are hereby notified that a judgment or order entitled:

**ORDER ON DEBTORS' APPLICATION FOR AUTHORIZATION TO EMPLOY
UBS SECURITIES LLC AS FINANCIAL ADVISORS**

was entered on _____.

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on _____.

Dated: _____, 2003

By: _____
Deputy Clerk

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PROOF OF SERVICE

Leap Wireless International, Inc. Cricket Communications, Inc., et al.
Case No. 03-3470-All through 033535-All

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 633 West Fifth Street, Suite 4000, Los Angeles, CA 90071-2007.

On June 18, 2003, I served the following document described as:

ORDER ON DEBTORS' APPLICATION FOR AUTHORIZATION TO EMPLOY UBS SECURITIES LLC AS FINANCIAL ADVISORS

by serving a true copy of the above-described document in one of the following manners per the attached Special Notice List by either U.S. Mail or e-mail:

BY U.S. MAIL

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service. Under that practice, documents are deposited with the Latham & Watkins LLP personnel responsible for depositing documents with the United States Postal Service; such documents are delivered to the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or package containing the above-described document and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service.

BY E-MAIL

The above-described document was transmitted by e-mail to the parties as stated on the attached Special Notice List from Los Angeles, California on June 18, 2003.

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 18, 2003, at Los Angeles, California.

 / /
Joan Robles

SPECIAL NOTICE LIST Leap Wireless Int'l (Updated 6/16/03)		
<p>Tiffany Carroll Office of the U.S. Trustee 402 W. Broadway, Suite 600 San Diego, CA 92101 (619) 557-3013 ph (619) 557-3339 fax tiffany.l.carroll@usdoj.gov</p>	<p>Robert Irving Leap Wireless International 10307 Pacific Center Court San Diego, CA 92121 (858) 882-6000 ph (858) 882-6010 fax rbrvng@leapwireless.com</p>	<p>Robert Klyman, Esq. Latham & Watkins 633 W. Fifth St., Suite 4000 Los Angeles, CA 90071 (213) 891-7584 ph (213) 891-8763 fax robert.klyman@lw.com</p>
<p>Lannas J. Barfield Andrews & Kurth L.L.P. 600 Travis, Suite 4200 Houston, Texas 77002 (713) 220-4347 ph (713) 220-7307 fax lannasbarfield@akllp.com</p>	<p>Matthew Williams Kramer Levin Natfalis & Frankel LP 919 Third Avenue New York, NY 10022 (212) 715-9327 ph (212) 715 8000 fax mjwilliams@kramerlevin.com</p>	<p>Margery N. Reed (Atty for Lucent) Dunne Morris LLP One Liberty Pl., Ste. 4200 Philadelphia, PA 19103-7396 (215) 979-1000 ph (215) 979-1020 fax mreed@duanemorris.com</p>
<p>Pamela Cocalas Wirt, Esq. Atty for SBA Towers Inc/SBA Prop. 5900 Broken Sound Pkwy NW Boca Raton, FL 33487 (561) 226-9393 ph (561) 998-3448 fax</p>	<p>Richard Baumfield Andrews & Kurth LLP 805 Third Avenue New York, New York 10022 (212) 850-2832 ph (212) 850-2929 fax richardbaumfield@akllp</p>	<p>Jeffrey M. Reiser Irell & Manella LLP 840 Newport Center Dr, Ste 400 Newport Beach, CA 92660 (949) 760-0991 ph (949) 760-5200 fax jreiser@irell.com</p>
<p>Atty for Nortel Networks, Inc. Rebecca J. Winthrop, Esq. Jenkins & Gilchrist LLP 55 S. Lake Ave., Ste. 650 Pasadena, CA 91101 (626) 578-7423 ph (626) 304-9711 fax</p>	<p>Evan D. Smiley Albert, Weiland & Golden LLP 650 Town Center Dr., Ste. 950 Costa Mesa, CA 92626 (714) 966-1000 ph (714) 966-1002 fax esmile@awglawyers.com</p>	<p>Edward L. Ripley (Atty for TelecheckSvc) Baker & Hostetler LLP 1000 Louisiana, Suite 2000 Houston, TX 77002 (713) 751-1600 ph (713) 276-1626 fax eripley@bakerlaw.com</p>
<p>J. Hayden Kepner, Jr./Darryl Laddha Arnall Golden Gregory LLP 2800 One Atlantic Ctr. 1201 W. Peachtree St. Atlanta, GA 30309-3450 (404) 873-8605 ph (404) 873-8605 fax</p>	<p>Atty for Nortel Networks, Inc. Ronald D. Rosener, Esq. Jenkins & Gilchrist PC 1445 Ross Ave., Ste. 3200 Dallas, TX 75202 (214) 855-4300 ph (214) 855-4300 fax</p>	<p>Todd C. Meyers/John W. Mills, III Kilpatrick Stockton LLP 1100 Peachtree St., Ste. 2800 Atlanta, GA 30309 (404) 815-6500 ph (404) 815-6555 fax</p>
<p>Sandra W. Lavigna, Esq. U.S. Securities & Exchange Commission 5670 Wilshire Blvd., 11th Flr. Los Angeles, A 90036-3648 (323) 965-3996 ph (323) 965-3260 fax</p>	<p>Michael Chimitria, -Asst General Counsel General Growth Mgmt Inc., as Agent 110 N. Wacker Chicago, IL 60606 (312) 960-5245 ph (312) 960-5993 fax michael.chimitria@generalgrowth.com</p>	<p>Charles M. Helm, Esq. Nortel Networks, Inc. GMS 991 15 A40 2221 Lakeside Blvd. Richardson, TX 75083-4399 (972) 685-7839 ph(214) (972) 684-3679 fax</p>
<p>Buckmaster deWolf, Esq. Howrey Simon Arnold & White LLP 525 Market St., Ste. 3600 San Francisco, CA 94105 (415) 848-4900 ph (415) 848-4999 fax</p>	<p>Charles K. Park, Esq. Howrey Simon Arnold & White LLP 550 So. Hope St., Ste. 1100 Los Angeles, CA 90071 (213) 892-1800 ph (213) 892-2300 fax</p>	<p>Fal Goldstein MFR Fund Management LLC 40 W. 57th St., 20th Flr. New York, NY 10019 (212) 262-0005 ph (212) 262-9356 fax michael.chimitria@generalgrowth.com</p>
<p>Atty for U.S. Bank Ntl Assoc. David J. McCarty, Esq. Sheppard, Mullin, Richter & Hampton 333 S. Hope St., 48th Flr. Los Angeles, CA 90071 (213) 620-1780 ph (213) 620-1398 fax</p>	<p>Clifton E. Cutler, Esq. Fredrikson & Byron P.A. 4000 Pillsbury Center 200 S. Sixth St. Minneapolis, MN 55402 (612) 492-7000 ph (612) 492-7077 fax</p>	<p>Atty for U.S. Bank Ntl Assoc. Linda D. Fox, Esq. Sheppard, Mullin, Richter & Hampton 501 W. Broadway, 19th Flr. San Diego, CA 92101-3598 (619) 338-6500 ph (619) 234-3815 fax</p>
<p>David B. Schmidt, Audit & Compliance City & County of Broomfield One DesCombes Drive Broomfield, CO 80020 (303) 464-5864 ph</p>	<p>Atty for American Tower Corp. Catherine M. Proton, Esq. 116 Huntington Avenue Boston, MA 02116 (617) 384-7774 ph (617) 375-7550 fax</p>	<p>Ronald M. Tucker, Esq. Simon Property Group, LP 115 W. Washington St. Indianapolis, IN 46204 (317) 263-2346 ph (317) 263-7901 fax rtucker@simon.com</p>

<p>Regina Stango Kelbon, Esq. Blank Rome LLP (Atty for Verizon) One Logan Square Philadelphia, PA 19103 (215) 832-5500 ph (215) 832-5307 fax kelbon@blanckrome.com</p>	<p>Bernadette Faiella, Assoc Director/Real Estate Verizon Wireless 180 Washington Valley Rd. Bedminster, NJ 07521 (908) 607-8744 ph (908) 306-7735 fax bernadette.faiella@verizonwireless.com</p>	<p>Charles J. Filardi, Jr. Cummings & Lockwood LLC 700 State St. - PO Box 1960 New Haven, CT 06509-1960 (203) 782-3098 ph (203) 708-3862 fax</p>
<p>Atty to Informal Vendor Debt Ctr. Gerald N. Sims, Esq. jarys@padalaw.com Pyle Sims Duncan & Stevenson 401 "B" St., Ste. 1500 San Diego, CA 92101 (619) 687-5200 ph</p>	<p>Anita Moseley, Esq. Sr. VP/Gen. Cnl. Evolving Systems, Inc. 9777 Mt. Pyramid Ct. Englewood, CO 80112-5903 (303) 802-3599 ph (303) 802-1138 fax am@evolving.com</p>	<p>Official Cte of Unsecured Creditors Mbr Kenneth Eberts Goldman, Sachs & Co. One New York Plaza - 48th Flr. New York, NY 10004 (212) 902-5685 ph (212) 344-3124 fax</p>
<p>Official Cte of Unsecured Creditors Mbr Neil Subin Aspen Advisors, LLC 8 Palm Court Sewell Point, FL 34996 (772) 223-0808 ph (954) 697-4687 fax</p>	<p>Official Cte of Unsecured Creditors Mbr Quentin E. Lyle Qualcom, Inc. 5775 Morehouse Dr. San Diego, CA 92121 (619) 658-4846 ph (619) 697-4687 fax</p>	<p>Official Cte of Unsecured Creditors Mbr Sandra Spivey, Asst. Vice President U.S. Bank Nt'l Assoc.-Nevada Finan Ctr. 2300 W. Sahara, 3rd Floor Las Vegas, NV 89102</p>
<p>Official Cte of Unsecured Creditors Mbr Thomas A. Schmidt Aquiniana Partners LP 261 School Ave., Ste. 400 Excelsior, MN 55331 (952) 401-6114 ph (952) 401-6101 fax</p>	<p>Official Cte of Unsecured Creditors Mbr Stephen R. Levitan Royal Bank of Canada One Liberty Plaza New York, NY 10006 (212) 858-7330 ph (212) 858-7467 fax</p>	<p>Bradley E. Wolf, Senior Counsel Wells Fargo Bank National Assoc. 333 S. Grand Ave., Ste 1040 E2064-106 Los Angeles, CA 90071 (213) 253-6569 ph (213) 626-4812 fax</p>
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<p>Ian I. Allen, Esq. Ranco-Gentheron 27600 Northwestern Hwy., Ste. 200 Southfield, MI 48034 (248) 728-1630 ph (248) 330-9925 fax</p>	<p>Atty for Shoppingtown Mall, etc. Thomas W. Daniels/ Francis L. Gorman III, Esq. 1265 Scottsville Rd. Rochester, NY 14624 (585) 464-9400 ph (585) 464-8787 fax</p>	<p>Atty for Verizon, Inc. Colin W. Wied, Esq. - (619) 338-4030 ph CW Wied Professional Corp. 501 W. Broadway, Ste. 1780 San Diego, CA 92101-8567</p>
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