

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

In re:

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

Debtors.

**Chapter 11 Case No.
03-3470-All through
03-3535-All
(Jointly Administered)**

**JOINT PLAN OF REORGANIZATION
DATED AS OF MAY 9, 2003**

**NO DISCLOSURE STATEMENT HAS BEEN APPROVED WITH RESPECT TO THIS
PLAN, AND NO VOTES MAY BE SOLICITED ABSENT SUCH APPROVAL**

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Dated: May 9, 2003

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ARTICLE I.

INTRODUCTION

Leap Wireless International, Inc. (“Leap”), its indirect wholly-owned subsidiary Cricket Communications, Inc. (“Cricket”) and their respective 64 subsidiaries and/or affiliates¹ (collectively, the “Debtors”) hereby propose the following Joint Plan (defined herein as the “Plan”) for the resolution of their outstanding Claims and Interests. Reference is made to the Disclosure Statement Accompanying Joint Plan of Reorganization dated as of May 8, 2003 (defined herein as the “Disclosure Statement”) for a discussion of the Debtors’ history, businesses, properties and results of operations, and for a summary of the Plan and certain

¹ Cricket Communications Holdings, Inc., a Delaware corporation; Backwire.com, Inc., a Delaware corporation; Telephone Entertainment Network, Inc., a Delaware corporation; Chasetel Licensee Corporation, a Delaware corporation; Cricket Licensee (Albany), Inc., a Delaware corporation; Cricket Licensee (Columbus), Inc., a Delaware corporation; Cricket Licensee (Denver), Inc., a Delaware corporation; Cricket Licensee (Lakeland), Inc., a Delaware corporation; Cricket Licensee (Macon), Inc., a Delaware corporation; Cricket Licensee (North Carolina), Inc., a Delaware Corporation; Cricket Licensee (Pittsburgh), Inc., a Delaware corporation; Cricket Licensee (Reauction), Inc., a Delaware corporation; Cricket Licensee I, Inc., a Delaware corporation; Cricket Licensee II, Inc., a Delaware corporation; Cricket Licensee III, Inc., a Delaware corporation; Cricket Licensee IV, Inc., a Delaware corporation; Cricket Licensee V, Inc., a Delaware corporation; Cricket Licensee VI, Inc., a Delaware corporation; Cricket Licensee VII, Inc., a Delaware corporation; Cricket Licensee VIII, Inc., a Delaware corporation; Cricket Licensee IX, Inc., a Delaware corporation; Cricket Licensee X, Inc., a Delaware corporation; Cricket Licensee XI, Inc., a Delaware corporation; Cricket Licensee XII, Inc., a Delaware corporation; Cricket Licensee XIII, Inc., a Delaware corporation; Cricket Licensee XIV, Inc., a Delaware corporation; Cricket Licensee XV, Inc., a Delaware corporation; Cricket Licensee XVI, Inc., a Delaware corporation; Cricket Licensee XVII, Inc., a Delaware corporation; Cricket Licensee XVIII, Inc., a Delaware corporation; Cricket Licensee XIX, Inc., a Delaware corporation; Cricket Licensee XX, Inc., a Delaware corporation; Cricket Holdings Dayton, Inc., a Delaware corporation; MCG PCS Licensee Corporation, Inc., a Delaware corporation; Chasetel Real Estate Company, Inc., a Tennessee corporation; Cricket Alabama Property Company, a Delaware corporation; Cricket Arizona Property Company, a Delaware corporation; Cricket Arkansas Property Company, a Delaware corporation; Cricket California Property Company, a Delaware corporation; Cricket Colorado Property Company, a Delaware corporation; Cricket Florida Property Company, a Delaware corporation; Cricket Georgia Property Company, inc., a Delaware corporation; Cricket Idaho Property Company, a Delaware corporation; Cricket Illinois Property Company, a Delaware corporation; Cricket Indiana Property Company, a Delaware corporation; Cricket Kansas Property Company, a Delaware corporation; Cricket Kentucky Property Company, a Delaware corporation; Cricket Michigan Property Company, a Delaware corporation; Cricket Minnesota Property Company, a Delaware corporation; Cricket Mississippi Property Company, a Delaware corporation; Cricket Nebraska Property Company, a Delaware corporation; Cricket Nevada Property Company, a Delaware corporation; Cricket New Mexico Property Company, a Delaware corporation; Cricket New York Property Company, Inc., a Delaware corporation; Cricket North Carolina Property Company, a Delaware corporation; Cricket Ohio Property Company, a Delaware corporation; Cricket Oklahoma Property Company, a Delaware corporation; Cricket Oregon Property Company, a Delaware corporation; Cricket Pennsylvania Property Company, a Delaware corporation; Cricket Texas Property Company, a Delaware corporation; Cricket Utah Property Company, a Delaware corporation; Cricket Washington Property Company, a Delaware corporation; Cricket Wisconsin Property Company, a Delaware corporation; Leap PCS Mexico, Inc., a California corporation.

related matters. Capitalized terms not defined in this Introduction shall have the meanings ascribed to them in Article II hereof.

The Plan represents a global settlement of all Intercompany Claims and Litigation Claims between the Debtors, the Holders of Old Vendor Debt and Holders of Old Leap Notes, and is the product of months of intense investigation and negotiations among the foregoing parties. As a result of the foregoing settlement, the Debtors have been able to file a pre-negotiated plan of reorganization -- which provides for substantial distributions and the preservation of the Debtors as viable going-concern businesses -- and expect to confirm the Chapter 11 Cases on an expedited timetable. On the other hand, without the settlement memorialized in the Plan (and described in greater detail in the Disclosure Statement), the Chapter 11 Cases could deteriorate into free-fall chapter 11 cases and Holders of Allowed Claims and Interests would receive distributions only after the conclusion of lengthy and expensive complex litigation. Those distributions, moreover, would be reduced substantially due to the likely deterioration of the value of the Debtors during prolonged Chapter 11 Cases and the millions of dollars in legal and expert fees which would be incurred to litigate the Intercompany Claims and Litigation Claims.

On the Effective Date, Reorganized Leap will own 100% of the issued and outstanding shares of Reorganized Cricket. Reorganized Cricket will own 100% of the issued and outstanding shares of each of the Reorganized License Holding Companies and the Reorganized Retained Property Holding Companies. On the Effective Date, Cricket Communications Holdings, Inc. will be merged with and into Cricket Communications, Inc. in a "tax-free" reorganization intended to comply with Section 368 (a)(1)(G) of the Internal Revenue Code.

On the Effective Date, or as soon thereafter as practicable, the Holders of Old Vendor Debt Claims will receive, on a Pro Rata basis, [95-97%] of the New Leap Common Stock and New Senior Notes aggregating [\$300-500 million] in principal amount. On the Initial Distribution Date, and notwithstanding the occurrence of the Effective Date, (a) Holders of General Unsecured Claims against Leap, including the Holders of Old Leap Notes, will receive, on a Pro Rata basis, beneficial interests in the Creditor Trust and (b) Leap will transfer to the Creditor Trust a distribution of approximately [\$80 million] in Cash. In addition, on the later of the Effective Date and the Initial Distribution Date, Reorganized Leap will transfer to the Creditor Trust (i) [3-5%] of the New Leap Common Stock and (ii) the Leap Creditor Trust Assets. Holders of Old Leap Common Stock will receive nothing on account of their Interests.

THE PLAN IS THE PRODUCT OF INTENSE NEGOTIATIONS AMONG THE DEBTORS, THE INFORMAL VENDOR DEBT COMMITTEE AND THE INFORMAL NOTEHOLDER COMMITTEE AND REPRESENTS THE BEST POSSIBLE RETURN TO HOLDERS OF CLAIMS AND INTERESTS. THE DEBTORS, THE INFORMAL VENDOR DEBT COMMITTEE AND THE INFORMAL NOTEHOLDER COMMITTEE STRONGLY URGE YOU TO READ THE DISCLOSURE STATEMENT AND VOTE IN FAVOR OF THE PLAN.

All Holders of Claims and Interests are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan. No materials,

other than the Disclosure Statement and the exhibits and schedules attached thereto or referenced therein, have been approved by the Debtors for use in soliciting acceptances or rejections of the Plan.

Notwithstanding anything herein to the contrary, all statements in the Plan and the accompanying Disclosure Statement concerning the history of the Debtors' businesses, the past or present financial condition of the Debtors, transactions to which the Debtors were or are party, or the effect of Confirmation of the Plan on Holders of Claims and Interests are attributable exclusively to the Debtors and not to any other party.

ARTICLE II.

DEFINITION OF TERMS AND RULES OF INTERPRETATION

Section 2.01 Definition of Terms

Unless otherwise defined herein, or the context otherwise requires, the following terms shall have the respective meanings set forth below:

12 ½% Senior Notes means the \$225,000,000, 12 ½% Senior Notes due 2010 issued pursuant to the Indenture.

12 ½% Senior Secured Claim means the claim, secured by a Lien on the Pledged Account, asserted by the Indenture Trustee for the benefit of the Holders of the 12 ½% Senior Notes pursuant to the Indenture.

14 ½% Senior Discount Notes means the \$668,000,000, 14 ½% Senior Discount Notes due 2010 issued pursuant to the Indenture.

Administrative Claim means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases of a kind specified under section 503(b) and entitled to priority under section 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the estates of the Debtors, any actual and necessary costs and expenses of operating the respective businesses of the Debtors, any indebtedness or obligations incurred or assumed by any of the Debtors in Possession in connection with the conduct of their respective businesses, including, without limitation, all compensation and reimbursement of expenses to the extent Allowed by the Court under section 330 or 503 of the Bankruptcy Code, any fees or charges assessed against the estates of the Debtors under section 1930 of chapter 123 of Title 28 of the United States Code, the reasonable fees and expenses of professionals to the Informal Vendor Debt Committee, and the reasonable fees and expenses of

professionals to the Informal Committee of Noteholders that are incurred prior to the formation of the Committee.

Allowed Claim or Allowed Interest means a Claim against or Interest in a Debtor to the extent that

a. a proof of the Claim or Interest

i. was timely Filed and served upon a Debtor and no objection to the Claim or Interest is Filed within the time fixed by the Court for such objections; or

ii. is deemed Filed under applicable law (e.g., filed on the Schedules as noncontingent, nondisputed and liquidated) or pursuant to a Final Order of the Court and no objection to the Claim or Interest is Filed within the time fixed by the Court for such objections; or

iii. is Allowed pursuant to subparagraph b of this definition; or

iv. is Allowed under the Plan.

b. If a Debtor files an objection to a proof of Claim or Interest within a time fixed by the Court, the Claim or Interest shall be Allowed to the extent of

i. any amount of such Claim or Interest to which the Debtors did not object; or

ii. any amount otherwise authorized by Final Order or the Plan.

Allowed Administrative Claim, Allowed Priority Tax Claim, Allowed Secured Claim and Allowed General Unsecured Claim have correlative meanings.

Allowed Class Claim means an Allowed Claim in the particular Class described.

Allowed Class Interest means an Allowed Interest in the particular Class described.

Amended Debtor Certificates of Incorporation means the amended and restated certificates of incorporation of each Reorganized Debtor that will be effective on the Effective Date, substantially in the form which will be Filed with the Plan Supplement and subject

to modification by the Debtors (with the consent of the Informal Vendor Debt Committee and the Committee) prior to the Effective Date.

Amended Debtor Bylaws

means the amended bylaws of each Reorganized Debtor that will be effective on the Effective Date, substantially in the form which will be Filed with the Plan Supplement and subject to modification by the Debtors (with the consent of the Informal Vendor Debt Committee and the Committee) prior to the Effective Date.

Ballots

means each of the ballot forms distributed with the Disclosure Statement to each Holder of an Impaired Claim or Impaired Interest (other than to Holders of Impaired Claims and Interests deemed to have rejected the Plan or otherwise not entitled to vote on the Plan), upon which is to be indicated, among other things, acceptance or rejection of the Plan.

Bankruptcy Code

means Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as in effect on the date hereof or hereafter amended if such amendments are made applicable to the Chapter 11 Cases.

Bankruptcy Rules

means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of Title 28 of the United States Code, and local rules of the Court, as the context may require.

Business Day

means any day on which commercial banks are open for business, and not authorized to close, in the City of New York, New York, except any day designated as a legal holiday in Bankruptcy Rule 9006(a).

Cash

means legal tender of the United States of America and equivalents thereof.

Cash Collateral Order

means that certain Final Stipulated Order (i) authorizing the use of Cash Collateral and (ii) Granting Replacement Liens entered on the Docket on May __, 2003, together with that Interim Order Authorizing the Interim Use of Cash Collateral and Granting Replacement Liens entered on the Docket on April 14, 2003.

CCH

means Cricket Communications Holdings, Inc., a Delaware corporation.

<i>Chapter 11 Cases</i>	means the jointly administered Chapter 11 cases commenced by the Debtors on the Petition Date.
<i>Claim</i>	means a claim, whether or not asserted or Allowed, as defined in section 101(5) of the Bankruptcy Code.
<i>Class</i>	means a class of Claims or Interests designated pursuant to the Plan.
<i>Clerk</i>	means the Clerk of the Court.
<i>Collateral</i>	means any property or interest in property of a Debtor's Estate subject to a Lien to secure the payment or performance of a Claim as of the Petition Date.
<i>Committee</i>	means the official unsecured creditors' committee of Leap, appointed in the Chapter 11 Case of Leap by the Office of the United States Trustee, as its composition may be changed from time to time by the addition, resignation and/or removal of its members.
<i>Confirmation</i>	means the conclusion of the Confirmation Hearing at which the Plan is confirmed.
<i>Confirmation Date</i>	means the date on which the Confirmation Order is entered on the Docket.
<i>Confirmation Hearing</i>	means the hearing to consider confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.
<i>Confirmation Order</i>	means the order entered by the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.
<i>Court</i>	means, (a) the United States Bankruptcy Court for the Southern District of California, having jurisdiction over the Chapter 11 Cases; (b) to the extent there is no reference pursuant to section 157 of Title 28 of the United States Code, the United States District Court for the Southern District of California; and (c) any other court having jurisdiction over the Chapter 11 Cases.
<i>Cricket</i>	means Cricket Communications, Inc., a Delaware corporation.
<i>Cricket General Unsecured Creditor Distribution</i>	means Cash or other property of a value equal to the amount of the chapter 7 liquidation value of any property held by Cricket that is not subject to the Liens of the

Holders of Old Vendor Debt that will be distributed to Holders of General Unsecured Claims against Cricket.

Debtors

shall have the meaning ascribed to it in Article I of the Plan.

Debtors in Possession

means the Debtors in their capacities as debtors in possession in the Chapter 11 Cases pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

Disbursing Agent

means the Person responsible for making distributions under the Plan. Reorganized Leap and Reorganized Cricket, or such Person(s) as each may employ in its sole discretion, will serve as Disbursing Agent for the Reorganized Debtors; provided that the Leap Creditor Trust Trustee, or such person(s) as the Leap Creditor Trust Trustee may employ in its sole discretion, will serve as Disbursing Agent for the Leap Creditor Trust.

Disclosure Statement

means the written disclosure statement, dated as of May 9, 2003, that relates to the Plan, as approved by the Court pursuant to section 1125 of the Bankruptcy Code, as such disclosure statement may be amended, modified or supplemented from time to time.

Disputed

means, with reference to any Claim, or Interest, or any portion thereof, any Claim or Interest proof of which was timely and properly Filed and in either case or in the case of any Administrative Claim, Claim or Interest that is disputed under the Plan or as to which the Debtors have interposed a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by a Final Order, and any Claim or Interest proof of which was required to be Filed by Order of the Court but as to which a proof of claim or interest was not timely or properly Filed; provided, however, that prior to (x) the time an objection has been filed, and (y) the expiration of the Claims/Interest objection deadline with respect to such Claim or Interest, unless Allowed by the Reorganized Debtors or the Leap Creditor Trust Trustee, a Claim or Interest shall be considered a Disputed Claim or Disputed Interest to the extent that the amount of the Claim or Interest specified in a proof of Claim or Interest exceeds the amount of the Claim or Interest scheduled by the Debtors as not disputed, contingent, or unliquidated.

Distribution means a distribution to a Holder of an Allowed Claim pursuant to this Plan.

Distribution Record Date means [].

Docket means the docket in the Chapter 11 Cases maintained by the Clerk.

Effective Date means the first Business Day on which all the conditions precedent to the Effective Date shall have been satisfied or waived; provided, however, that if a stay of the Confirmation Order is in effect, the Effective Date shall be extended to the first Business Day after such stay is no longer in effect. For purposes of the Plan and the Disclosure Statement “as soon as practicable” shall mean within ten days of the date performance is otherwise due.

Effective Date Payments means all payments which shall be made on the Effective Date or as soon as practicable thereafter.

Ericsson means Ericsson Credit AB.

Ericsson Facility means that certain Credit Agreement among CCH, Cricket and Ericsson, as administrative agent, dated as of October 20, 2000, as amended.

Estates means, collectively, the estates created in each of the Debtors’ Chapter 11 Cases under section 541 of the Bankruptcy Code.

FCC means Federal Communications Commission.

File or Filed means filed with the Court in the Chapter 11 Cases.

Final Order means an order or judgment of the Court as entered on the Docket in the Chapter 11 Cases, or other court of competent jurisdiction, the operation or effect of which has not been stayed, reversed or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

GAAP means Generally Accepted Accounting Principles in the United States of America as in effect on the date of this Plan, including those set forth in (i) the opinions and pronouncements of the Accounting Principles Board of the

American Institute of Certified Public Accountants, (ii) statements and pronouncements of the Financial Accounting Standards Board, (iii) such other statements by such other entity as approved by a significant segment of the accounting profession and (iv) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

General Unsecured Claim

means any Claim that is not an Administrative Claim, Priority Claim, Priority Tax Claim, Intercompany Claim or Secured Claim, and shall include any deficiency claim of a Holder of a Secured Claim.

GLH

means, collectively, GLH, Inc. and NTCH, Inc.

GLH Collateral

means the Collateral securing the obligations of Leap, directly or indirectly arising out of, in connection with or otherwise relating to the securing the obligations of the GLH Loan Agreement.

GLH Loan Agreement

means the Loan Agreement, dated as of April 9, 2002, by and between Leap, as borrower, and GLH, as lender, and as such Loan Agreement has been modified and amended from time to time.

Holder

means the holder of a Claim or Interest.

Impaired

means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

Indenture

means that certain Indenture, dated as of February 23, 2000, among Leap, as Issuer, and the Old Indenture Trustee, pursuant to which the 12 ½% Senior Notes and the 14 ½% Senior Discount Notes were issued, together with any amendments or supplements thereto.

Informal Noteholder Committee

means that certain informal committee organized pre-petition and composed of certain Holders of the Old Leap Notes in connection with the Debtors' pre-petition efforts to commence and facilitate negotiations of a restructuring of the Old Leap Notes. The Informal Noteholder Committee disbanded upon the appointment of the Committee.

Informal Vendor Debt Committee means that certain informal committee organized pre-petition and composed of certain Holders of the Old Vendor Debt in connection with the Debtors' pre-petition efforts to commence and facilitate negotiations of a restructuring of the Old Vendor Debt. The members of the Informal Vendor Debt Committee are: [_____].

Initial Distribution Date means the date that is no later than eleven days following the Confirmation Date, on which Holders of Allowed Leap General Unsecured Claims shall receive (a) their Pro Rata portion of beneficial interests in the Leap Creditor Trust and (b) the Leap General Unsecured Claim Cash Distribution, and the Leap Creditor Trust shall receive (x) the Leap Creditor Trust Assets, and (y) the Leap General Unsecured Claim Equity Distribution. In the event that the Effective Date has not occurred by the Initial Distribution Date, Leap shall not transfer the Leap Creditor Trust Assets or the Leap General Unsecured Equity Distribution to the Leap Creditor Trust (and such transfer shall not occur until the Effective Date or as soon as practicable thereafter).

Instrument means any share of stock, security, promissory note or other "instrument," within the meaning of that term, as defined in section 9105(1)(i) of the UCC.

Intercompany Claims means all Claims that are or could be asserted by any Debtor(s) against any other Debtor(s).

Intercompany Release means the full and complete release of Intercompany Claims released pursuant to the Plan, as described in part at Section 5.05 of the Plan.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) of any of the Debtors.

Leap means Leap Wireless International, Inc., a Delaware corporation.

Leap Budget means that certain budget of ordinary course of business costs and expenses that will be the responsibility of Leap from the Petition Date through the Effective Date, a copy of which is attached to the Disclosure Statement as Exhibit [].

Leap Claims means any and all Claims (as defined in section 101(5) of the Bankruptcy Code) held by Leap.

<i>Leap Creditor Trust</i>	means that certain trust established as of the Initial Distribution Date, for the benefit of Holders of Leap General Unsecured Claims, pursuant to which, <u>inter alia</u> , the Leap Creditor Trust Trustee will liquidate the Leap Creditor Trust Assets and distribute the proceeds thereof to pay Leap General Unsecured Claims. A copy of the Leap Creditor Trust Agreement will be filed with the Plan Supplement.
<i>Leap Creditor Trust Agreement</i>	means the document governing the terms of the Leap Creditor Trust and outlining the terms of employment of the Leap Creditor Trustee. A copy of the Leap Creditor Trust Agreement will be filed with the Plan Supplement.
<i>Leap Creditor Trust Assets</i>	means assets of Leap that will be transferred on the Effective Date to the Leap Creditor Trust as set forth on Exhibit ___ to the Disclosure Statement.
<i>Leap Creditor Trust Trustee</i>	means the trustee for the Leap Creditor Trust, as chosen by the Creditors' Committee. The identity of the Leap Creditor Trustee will be submitted to the Court no later than 10 days prior to the Confirmation Hearing.
<i>Leap General Unsecured Claim</i>	means a General Unsecured Claim against Leap, <u>provided</u> that no Claims of the Holders of Old Vendor Debt shall be deemed to be Allowed Leap General Unsecured Claims to the extent such Claims arise out of or relate to an Old Vendor Debt Claim.
<i>Leap General Unsecured Claim Equity Distribution</i>	means the New Leap Common Stock to be distributed to the Leap Creditor Trust, which in the aggregate shall equal [3-5%] of the outstanding and issued New Leap Common Stock as of the Effective Date.
<i>Leap General Unsecured Claim Cash Distribution</i>	means the Cash to be distributed, on a Pro Rata basis, on the Initial Distribution Date (and irrespective of the occurrence of the Effective Date), to the Leap Creditor Trust for the benefit of the Holders of Allowed Leap General Unsecured Claims as follows: (a) approximately [\$80] million in cash, cash equivalents and short-term investments, comprised of (i) any amounts formerly held in the Pledged Account, and (ii) all other Leap unrestricted cash, cash equivalents and short-term investments (less permissible Leap expenditures incurred or to be incurred through the Effective Date in accordance with the Leap

Budget, including, without limitation, a reserve for Allowed Administrative Claims and Allowed Priority Claims against Leap (the "Cash Balance"); (b) interest proceeds derived from the deposit of the Restricted Cash and the Minimum Cash Balance in interest bearing accounts as of February 28, 2003; and (c) [and all proceeds of the Endesa Litigation], less (d) permissible Leap expenditures through the Initial Distribution Date as set forth in the Leap Budget, including, without limitation, a reserve of [_____] for Allowed Administrative Claims and Allowed Priority Claims against Leap, provided that such reserve shall not be used to pay ordinary course of business expenses incurred by Leap after the occurrence of the Initial Distribution Date, which expenses shall be paid by Cricket. The source of the Cash Balance shall be Leap's cash, cash equivalents and short term investments, plus all proceeds, if any, from the sale of the Skagit licenses identified on Exhibit [] to the Disclosure Statement and has been estimated for purposes of the Plan using balances at [February 28, 2003].

Leap General Unsecured Claim Total Distribution

means, collectively, (i) the Leap General Unsecured Claim Equity Distribution, (ii) the Leap General Unsecured Claim Cash Distribution, and (iii) the beneficial interests in the Leap Creditor Trust (which shall hold the Leap Creditor Trust Assets as of the Effective Date).

Lien

has the meaning set forth in section 101(37) of the Bankruptcy Code.

Liquidating Property Holding Companies

means the Debtors that (a) are direct subsidiaries of Cricket and (b) will be liquidated pursuant to the Plan. A Schedule of Liquidating Property Holding Companies is attached to the Disclosure Statement as Exhibit [].

Litigation Claims

means any Claims arising out of any causes of action, whether known or unknown, contingent or non-contingent, or liquidated or unliquidated, held or asserted by a Person.

Local Bankruptcy Rules

means the local rules of the Court, as applicable from time to time in the Chapter 11 Cases.

Lucent

means Lucent Technologies Inc.

Lucent Facility

means that certain Credit Agreement among CCH, Cricket and Lucent, as administrative agent, dated as of September 20, 1999, as amended and restated.

New Cricket Common Stock

means common stock of Reorganized Cricket which is to be issued by Reorganized Cricket on and after the Effective Date, as more fully described in the Description of the New Cricket Common Stock attached to the Disclosure Statement as Exhibit [__].

New Leap Common Stock

means common stock of Reorganized Leap which is to be issued by Reorganized Leap on and after the Effective Date in accordance with the terms of the Plan, as more fully described in the Description of the New Leap Common Stock attached to the Disclosure Statement as Exhibit [__].

New License Holding Company Common Stock

means common stock of a License Holding Company which is to be issued by such License Holding Company on and after the Effective Date in accordance with terms of the Plan, as more fully described in the Description of the License Holding Company Common Stock attached to the Disclosure Statement as Exhibit [__].

New Other Subsidiary Common Stock

means common stock of an Other Subsidiary which is to be issued by such Other Subsidiary on and after the Effective Date in accordance with terms of the Plan, as more fully described in the Description of the Other Subsidiary Common Stock attached to the Disclosure Statement as Exhibit [__].

New Retained Property Holding Company Common Stock

means common stock of a Retained Property Holding Company which is to be issued by such Retained Property Holding Company on and after the Effective Date in accordance with terms of the Plan, as more fully described in the Description of the Retained Property Holding Company Common Stock attached to the Disclosure Statement as Exhibit [__].

New Senior Notes

means the [__]% [\$] senior secured notes due on the [] anniversary of the Effective Date, to be issued by Reorganized Cricket pursuant to the New Senior Notes Indenture and to be secured by the New Senior Notes Collateral, as more fully described in the Description of the

New Senior Notes attached to the Disclosure Statement as Exhibit [].

New Senior Notes Collateral

means all collateral pledged to secure the obligations under the New Senior Notes as provided for in the New Senior Notes Indenture; provided that no Leap Creditor Trust Assets shall at any time constitute New Senior Notes Collateral.

New Senior Notes Indenture

means that certain Indenture dated as of the Effective Date among Reorganized Cricket, as Issuer, the other parties thereto and the New Senior Notes Trustee, pursuant to which the New Senior Notes will be issued.

New Senior Notes Trustee

means the entity, serving as trustee pursuant to the New Senior Note Indenture, whose identity will be disclosed prior to the Confirmation Hearing.

Nortel

means Nortel Networks Inc.

Nortel Facility

means that certain Credit Agreement among CCH, Cricket and Nortel, as administrative agent, dated as of August 28, 2000, as amended.

Old CCH Common Stock

means all authorized and issued shares of common stock of CCH, with a par value of \$.0001 per share, and any right, contractual or otherwise, to acquire any common shares of CCH, existing prior to the Petition Date.

Old Cricket Common Stock

means all authorized and issued shares of common stock of Cricket, with a par value of \$.0001 per share, and any right, contractual or otherwise, to acquire any common shares of Cricket, existing prior to the Petition Date.

Old Indenture Trustee

means State Street Bank and Trust Company, as Trustee under the Indenture.

Old Leap Common Stock

means all authorized and issued shares of common stock of Leap, with a par value of \$.0001 per share, and any right, contractual or otherwise, to acquire any common shares of Leap, existing prior to the Petition Date.

Old Leap Notes

means, collectively, the 12 ½% Senior Notes and the 14 ½% Senior Discount Notes.

Old License Holding Companies

means, collectively, Chasetel Licensee Corporation, a Delaware corporation; Cricket Licensee (Albany), Inc., a Delaware corporation; Cricket Licensee (Columbus), Inc., a

Delaware corporation; Cricket Licensee (Denver), Inc., a Delaware corporation; Cricket Licensee (Lakeland), Inc., a Delaware corporation; Cricket Licensee (Macon), Inc., a Delaware corporation; Cricket Licensee (North Carolina), Inc., a Delaware Corporation; Cricket Licensee (Pittsburgh), Inc., a Delaware corporation; Cricket Licensee (Reauction), Inc., a Delaware corporation; Cricket Licensee I, Inc., a Delaware corporation; Cricket Licensee II, Inc., a Delaware corporation; Cricket Licensee III, Inc., a Delaware corporation; Cricket Licensee IV, Inc., a Delaware corporation; Cricket Licensee V, Inc., a Delaware corporation; Cricket Licensee VI, Inc., a Delaware corporation; Cricket Licensee VII, Inc., a Delaware corporation; Cricket Licensee VIII, Inc., a Delaware corporation; Cricket Licensee IX, Inc., a Delaware corporation; Cricket Licensee X, Inc., a Delaware corporation; Cricket Licensee XI, Inc., a Delaware corporation; Cricket Licensee XII, Inc., a Delaware corporation; Cricket Licensee XIII, Inc., a Delaware corporation; Cricket Licensee XIV, Inc., a Delaware corporation; Cricket Licensee XV, Inc., a Delaware corporation; Cricket Licensee XVI, Inc., a Delaware corporation; Cricket Licensee XVII, Inc., a Delaware corporation; Cricket Licensee XVIII, Inc., a Delaware corporation; Cricket Licensee XIX, Inc., a Delaware corporation; Cricket Licensee XX, Inc., a Delaware corporation.

***Old License Holding Company
Common Stock***

means all authorized and issued shares of common stock of each Old License Holding Company, with a par value of \$.0001 per share, and any right, contractual or otherwise, to acquire any common shares of Old License Holding Company Common Stock, existing prior to the Petition Date.

***Old Other Subsidiary
Common Stock***

means all authorized and issued shares of common stock of each Old Subsidiary, with a par value of \$.0001 per share, and any right, contractual or otherwise, to acquire any common shares of Old Other Subsidiary Common Stock, existing prior to the Petition Date.

Old Property Holding Companies

means collectively, the Liquidating Property Holding Companies and the Retained Property Holding Companies.

Old Property Holding Company

<i>Common Stock</i>	means all authorized and issued shares of common stock of each Old Property Holding Company, with a par value of \$.0001 per share, and any right, contractual or otherwise, to acquire any common shares of Old Property Holding Company Common Stock, existing prior to the Petition Date.
<i>Old Securities</i>	means Old Leap Common Stock, Old Leap Notes, Old CCH Common Stock, Old Cricket Common Stock, Old License Holding Company Common Stock, Old Other Subsidiary Common Stock and Old Property Holding Company Common Stock.
<i>Old Stock Rights</i>	means, collectively, any warrants, and any other rights, to purchase or otherwise acquire Old Securities, and any stock appreciation or similar rights relating to any Debtor's Old Common Stock, existing prior to the Effective Date.
<i>Old Vendor Debt</i>	means, collectively, all Claims arising from or related to the Vendor Debt Facilities and existing prior to the Effective Date.
<i>Old Vendor Debt Distribution</i>	means the following consideration that Holders of Allowed Vendor Debt Claims shall receive on account of their Secured Claims on the Effective Date, or as soon as practicable thereafter, on a Pro Rata basis: (a) the New Senior Notes and (b) [95-97%] of the outstanding and issued New Leap Common Stock. In consideration for such treatment, Holders of Old Vendor Debt Claims shall be deemed to have waived all Claims that they may have against Leap and its Estate to the extent such Claims arise out of or relate to the Old Vendor Debt Claims.
<i>Order</i>	means an order or judgment of the Court as entered on the Docket.
<i>Other Priority Claim</i>	means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.
<i>Other Subsidiaries</i>	means Backwire.com, Inc., Leap PCS Mexico, Inc. and Telephone Entertainment Network, Inc.
<i>Person</i>	means any individual, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, joint venture, government or political subdivision, official committee appointed by the United States Trustee,

unofficial committee of creditors or equity Holders, or other entity (as defined in the Bankruptcy Code).

Petition Date

means April 13, 2003, the date on which each of the Debtors filed their respective petitions for relief commencing the Chapter 11 Cases.

Plan

means this Joint Chapter 11 plan for each of the Debtors, as it may be amended or modified, from time to time, together with all addenda, exhibits, schedules, supplements or other attachments, if any. If the Plan is withdrawn as the Plan for a particular Debtor, the defined term "Plan" shall not include the plan for such Debtor.

Plan Supplement

means the forms of documents specified in Section 11.11 of the Plan which are subject to modification by the Debtors (with the consent of the Informal Vendor Debt Committee and the Committee) prior to the Effective Date.

Pledged Account

means the account pledged by Leap pursuant to the Indenture for the benefit of the Holders of the 12 ½% Senior Notes pursuant to the Indenture.

Postpetition Tax Claims

means Administrative Claims and other Claims by a governmental unit for taxes against any of the Debtors (and for interest and/or penalties related to such taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date.

Priority Claim

means an Allowed Claim entitled to priority under sections 507(a)(3) through 507(a)(7) of the Bankruptcy Code.

Priority Tax Claim

means any unsecured Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata

means, with respect to any distribution on account of an Allowed Claim or Allowed Interest, a proportionate share, so that the ratio of the consideration distributed on account of an Allowed Claim or Allowed Interest in a Class to the amount of such Allowed Claim or Allowed Interest is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims or Allowed Interests in such Class to the amount of all Allowed Claims or Allowed Interests in such Class.

Registration Rights Agreement

means the registration rights agreement relating to the New Leap Common Stock [] to be distributed pursuant to the Plan, to be entered into as of the Effective Date by Reorganized Leap, for the benefit of certain holders of shares of New Leap Common Stock [] which agreement shall be in substantially the form of, and contain provisions not less favorable than, the form of agreement annexed to the Disclosure Statement as Exhibit —.

Reinstated

means, (x) with respect to a Claim, (i) the Debtors shall cure any default with respect to such Claim that occurred before or after the relevant Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal, equitable, and contractual rights of such Holder will not otherwise be altered and (y) with respect to an Interest, the legal, equitable and contractual rights of the Holder of such Interest will not be altered.

Reorganized Cricket

means, on and after the Effective Date, Cricket (as reorganized pursuant to the Plan).

Reorganized Debtor(s)

means, on and after the Effective Date, the Debtors as reorganized pursuant to the Plan, as the case may be and, in each case, to the extent applicable. The Debtors expect that the Reorganized Debtors will be comprised of Reorganized Leap, Reorganized Cricket, the Reorganized License Holding Companies, the Reorganized Other Subsidiaries and the Reorganized Property Holding Companies.

Reorganized Leap

means, on and after the Effective Date, Leap (as reorganized pursuant to the Plan).

Reorganized License Holding Companies

means, on and after the Effective Date, the License Holding Companies (as reorganized pursuant to the Plan).

Reorganized Other Subsidiaries

means, on and after the Effective Date, the Other Subsidiaries (as reorganized pursuant to the Plan).

Reorganized Property Holding Companies

means, on and after the Effective Date, the Retained Property Holding Companies (as reorganized pursuant to

the Plan), as set forth on Exhibit __ to the Disclosure Statement.

Retained Property Holding Companies

means those subsidiaries of Cricket that will be reorganized pursuant to the Plan. A list of Retained Property Companies is set forth in Exhibit __ to the Disclosure Statement.

Scheduled

means set forth on the Schedules.

Schedules

means the schedules of assets and liabilities filed by any Debtor pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, including any amendments and modifications thereto through the Confirmation Date.

SEC

means the United States Securities and Exchange Commission.

Secured Claim

means any Claim secured by a Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or, in the event that such Claim is subject to setoff under section 553 of the Bankruptcy Code, to the extent of such setoff.

Securities Claims

means (a) any Claim arising from rescission of a purchase or sale of Old Securities or for damages arising from the purchase or sale of Old Securities, or (b) any Claim for indemnity, reimbursement or contribution on account of any such Claim.

Trade Claim

means any unsecured claim against a Debtor that arises from the provision to a Debtor of goods and services in the ordinary course of that Debtor's business.

UCC

means the Uniform Commercial Code, as in effect and as modified or amended at any relevant time.

Unimpaired

means with reference to a Class of Claims or Interests, that the Class is not Impaired. An Unimpaired Class is not entitled to vote on the Plan.

Vendor Debt Facilities

means, collectively, the Ericsson Facility, the Lucent Facility and the Nortel Facility.

Voting Agent

means Poorman Douglas Inc.

Voting Deadline

means the date on which Ballots must be received by the Voting Agent. For purposes of the Plan, the Voting Deadline is [_____] at 4:00 p.m. West Coast Time, or, if the Voting Deadline is extended by Court Order, the latest date on which a Ballot will be accepted.

Section 2.02 Interpretation And Computation Of Time

(a) Defined Terms.

Any term used in the Plan that is not defined in the Plan, either in Article II (Definitions) or elsewhere, but that is used in the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules, as the case may be.

(b) Rules Of Interpretation.

For purposes of the Plan: (a) whenever it appears appropriate from the context, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; provided, however, that any change to such form, terms, or conditions which is material to a party to such document shall not be made without such party's consent; (c) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit, as it may have been or (to the extent otherwise permitted, hereafter) may be amended, modified or supplemented from time to time; (d) unless otherwise specified in a particular reference, all references in the Plan to paragraphs, Articles and Exhibits are references to paragraphs, Articles and Exhibits of or to the Plan; (e) the words "herein," "hereof," "hereto," "hereunder" and others of similar import refer to the Plan in its entirety rather than to only a particular portion of the Plan; (f) captions and headings to Articles and paragraphs are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretations of the Plan; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) all exhibits to the Plan are incorporated into the Plan, and shall be deemed to be included in the Plan, provided that they are Filed no later than the conclusion of the Confirmation Hearing.

(c) Time Periods.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE III.

CLASSIFICATION OF CLAIMS AND INTERESTS

The following is a designation of the Classes of Claims and Interests under the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and are excluded from the following Classes. A

Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and is classified in another Class or Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Class or Classes. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released or otherwise satisfied before the Effective Date; a Claim or Interest which is not an Allowed Claim or Allowed Interest is not in any Class. A Disputed Claim or Disputed Interest, to the extent that it subsequently becomes an Allowed Claim or Allowed Interest, shall be included in the Class for which it would have qualified had it not been disputed. Notwithstanding anything to the contrary contained in the Plan, no distribution shall be made on account of any Claim or Interest which is not an Allowed Claim or an Allowed Interest.

CLAIMS AGAINST AND INTERESTS IN LEAP

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
--	Administrative Claims	Paid in full in Cash held by Leap on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular Claim and Leap agree to less favorable treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Cases.	100%
--	Priority Tax Claims	Paid in full in Cash held by Leap on the Effective Date or as soon as practicable thereafter.	100%
	<u>Secured Claims:</u>		
1A	GLH Claim	Unimpaired if paid in full in Cash; if receives alternate treatment.	100%
1B	12 ½% Senior Notes Secured Claim	Unimpaired; satisfied by payment in full in Cash pursuant to Court Order.	100%
1C	Old Vendor Debt Claim	Impaired; on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Old Vendor Debt Claim shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution.	[]
2A et seq.	Other Secured Claims	Impaired.	100%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
<u>Unsecured Claims:</u>			
3	Priority Claims	Unimpaired; paid in full in Cash held by Leap on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between Leap and the Holder of such Claim.	100%
4	General Unsecured Claims	Impaired; each Holder of an Allowed Class 4 Claim to receive a Pro Rata distribution of beneficial interests in the Leap Creditor Trust.	[]
5	Intercompany Claims	Impaired; each Holder of an Allowed Class 5 Claim to receive the Intercompany Release.	[0%]
6	Old Leap Common Stock and Securities Claims against Leap	Impaired; each Holder of an Allowed Class 6 Interest to receive no Cash or property on account of such Interests.	0%
7	Old Stock Rights in Leap	Impaired; each Holder of an Allowed Class 7 Interest to receive no Cash or property on account of such Interests.	0%

CLAIMS AGAINST AND INTERESTS IN CCH

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
--	Administrative Claims	Paid in full in Cash on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular Claim and CCH agree to some other treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Cases.	100%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
--	Priority Tax Claims	Paid in full in Cash on the Effective Date or as soon as practicable thereafter.	100%
<u>Secured Claims:</u>			
1A	Old Vendor Debt Claim	Impaired; on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Old Vendor Debt Claim shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution.	[]
2A et seq.	Other Secured Claims	Unimpaired if paid in full in Cash or Reinstated on the Effective Date or as soon as practicable thereafter; Impaired if Holder of Claim agrees to alternative treatment.	100%
<u>Unsecured Claims:</u>			
3	Priority Claims	Unimpaired; paid in full on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between CCH and the Holder of such Claim.	100%
4	General Unsecured Claims	Impaired; each Holder of an Allowed Class 4 Claim shall receive no Cash or property on account of such Claim.	0%
5	Intercompany Claims	Impaired; each Holder of an Allowed Class 5 Claim to receive the Intercompany Release.	[0%]
6	Old CCH Common Stock and Securities Claims against CCH	Impaired; on the Effective Date, CCH shall be merged into Cricket.	0%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
7	Old Stock Rights in CCH	Impaired; each Holder of an Allowed Class 7 Interest shall receive no Cash or property on account of such Interest.	0%

CLAIMS AGAINST AND INTERESTS IN CRICKET

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
--	Administrative Claims	Paid in full in Cash by Reorganized Cricket on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular Claim and Cricket agree to some other treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Case.	100%
--	Priority Tax Claims	At the option of Reorganized Cricket either (i) Reinstated, (ii) paid in full in Cash on the Effective Date or as soon as practicable thereafter, or (iii) paid over a six-year period from the date of assessment, as provided in Section 1129(a)(9)(C) of the Bankruptcy Code with interest payable at a rate of 8¼% per annum or as otherwise established by the Court.	100%

Secured Claims:

1A	Old Vendor Debt Claims	Impaired; on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Old Vendor Debt Claim shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution.	[]
2A	Other Secured Claims	Unimpaired if paid in full in Cash or Reinstated on the Effective Date or as soon as practicable thereafter; Impaired if Holder of Claim agrees to alternative	100%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
		treatment.	
<u>Unsecured Claims:</u>			
3	Priority Claims	Unimpaired; paid in full on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between Cricket and the Holder of such Claim.	100%
4	General Unsecured Claims	Impaired; each Holder of an Allowed Class 4 Claim shall receive on a Pro Rata basis its share of the Cricket General Unsecured Creditor Distribution.	[]
5	Intercompany Claims	Impaired; each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release.	[0%]
6	Old Common Stock of Cricket and Securities Claims against Cricket	Impaired; each Holder of an Allowed Class 6 Interest shall receive no Cash or property on account of such Interest.	0%
7	Old Stock Rights in Cricket	Impaired; each Holder of an Allowed Class 7 Interest shall receive no Cash or property on account of such Interest.	0%

CLAIMS AGAINST AND INTERESTS IN LICENSE HOLDING COMPANIES

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
--	Administrative Claims	Paid in full in Cash by the applicable License Holding Company on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular Claim and the applicable License Holding Company agree to some other treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Cases.	100%
--	Priority Tax Claims	Paid in full in Cash by the applicable License Holding Company on the Effective Date or as soon as practicable thereafter.	100%
	<u>Secured Claims:</u>		
1A	Old Vendor Debt Claim	Impaired; on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Old Vendor Debt Claim shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution.	[]
1B	FCC Claims	On the Effective Date or as soon as practicable thereafter, the Holder of the FCC Claims shall either (a) remain fully secured, but the payment terms of the FCC Claims shall be extended for a two year grace period for principal and interest and a four year amortization schedule thereafter or (b) be Reinstated. Under (a), the Holder of the FCC Claims will be Impaired under the Plan; under (b), the Holder of the FCC Claims will be deemed Unimpaired.	100%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
2A et seq.	Other Secured Claims	Unimpaired if paid in full in Cash by the applicable License Holding Company or Reinstated on the Effective Date or as soon as practicable thereafter; Impaired if Holder of Claim agrees to alternative treatment.	100%
<u>Unsecured Claims:</u>			
3	Priority Claims	Unimpaired; paid in full in Cash by the applicable License Holding Company on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable License Holding Company and the Holder of such Claim.	100%
4	General Unsecured Claims	Impaired; each Holder of an Allowed Class 4 Claim to receive no Cash or property on account of such Claims.	0%
5	Intercompany Claims	Impaired; each Holder of an Allowed Class 5 Claim to receive the Intercompany Release.	[0%]
6	Old License Holding Company Common Stock	Impaired; each Holder of an Allowed Class 6 Interest shall retain no Cash or property an account of such Interest.	[0%]
7	Old Stock Rights in License Holding Company	Impaired; each Holder of an Allowed Class 7 Interest shall receive no Cash or property on account of such Interest.	0%

CLAIMS AGAINST AND INTERESTS IN RETAINED PROPERTY HOLDING COMPANIES (APPLICABLE TO EACH RETAINED PROPERTY HOLDING COMPANY)

<u>Class</u>	<u>Type of Allowed Claim or Interest</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
--	Administrative Claims	Paid in full in Cash by the applicable Retained Property Holding Company on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular claim and the applicable Retained Property Holding Company agree to some other treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Cases.	100%
--	Priority Tax Claims	Paid in full in Cash by the applicable Retained Property Holding Company on the Effective Date or as soon as practicable thereafter.	100%
<u>Secured Claims:</u>			
1A	Old Vendor Debt Claims	Impaired; on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Old Vendor Debt Claim shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution.	[]
2A et seq.	Other Secured Claims	Unimpaired if paid in full in Cash by the applicable Retained Property Holding Company or Reinstated on the Effective Date or as soon as practicable thereafter; Impaired if Holder of Claim agrees to alternative treatment.	100%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
<u>Unsecured Claims:</u>			
3	Priority Claims	Unimpaired; paid in full on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable Retained Property Holding Company and the Holder of such Claim.	100%
4	General Unsecured Claims	Impaired; each Holder of an Allowed Class 4 Claim to receive no Cash or property on account of such Claims.	0%
5	Intercompany Claims	Impaired; each Holder of an Allowed Class 5 Claim to receive the Intercompany Release.	[0%]
6	Old Retained Property Holding Company Common Stock	Impaired; each Holder of an Allowed Class 6 Interest shall receive no Cash or property on account of such Interest.	[0%]
7	Old Stock Rights in Retained Property Holding Company	Impaired; each Holder of an Allowed Class 7 Interest shall receive no Cash or property on account of such Interest.	0%

**CLAIMS AGAINST AND INTERESTS IN LIQUIDATING PROPERTY
HOLDING COMPANIES (APPLICABLE TO EACH LIQUIDATING PROPERTY
HOLDING COMPANY)**

<u>Class</u>	<u>Type of Allowed Claim or Interest</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
--	Administrative Claims	Paid in full in Cash on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular Claim and the applicable Liquidating Property Holding Company agree to some other treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Cases.	100%
--	Priority Tax Claims	Paid in full in Cash on the Effective Date or as soon as practicable thereafter.	100%
<u>Secured Claims:</u>			
1A	Old Vendor Debt Claims	Impaired; on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Old Vendor Debt Claim shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution.	[]
2A et seq.	Other Secured Claims	Unimpaired if paid in full in Cash or Reinstated on the Effective Date or as soon as practicable thereafter; Impaired if Holder of Claim agrees to alternative treatment.	100%
<u>Unsecured Claims:</u>			
3	Priority Claims	Impaired; each Holder of an Allowed Class 3 Claim to receive no Cash or property on account of such Claims	0%
4	General Unsecured Claims	Impaired; each Holder of an Allowed Class 4 Claim to receive no Cash or property on account of such Claim.	0%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
5	Intercompany Claims	Impaired; each Holder of an Allowed Class 5 Claim to receive the Intercompany Release.	[0%]
6	Old Liquidating Property Holding Company Common Stock	Impaired; each Holder of an Allowed Class 6 Interest to receive no Cash or property on account of such Interest.	0%
7	Old Stock Rights in Liquidating Property Holding Company	Impaired; each Holder of an Allowed Class 7 Interest shall receive no Cash or property on account of such Interest.	0%

CLAIMS AGAINST AND INTERESTS IN OTHER SUBSIDIARIES (APPLICABLE TO EACH OTHER SUBSIDIARY)

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
–	Administrative Claims	Paid in full in Cash on the Effective Date or as soon as practicable thereafter (unless the Holder of a particular Claim and the applicable Other Subsidiary agree to some other treatment), or in accordance with the terms and conditions of transactions or agreements relating to obligations incurred in the ordinary course of business during the pendency of the Chapter 11 Cases.	100%
–	Priority Tax Claims	Paid in full in Cash on the Effective Date or as soon as practicable thereafter.	100%
<u>Secured Claims:</u>			
1A et seq.	Other Secured Claims	Unimpaired if paid in full in Cash or Reinstated on the Effective Date or as soon as practicable thereafter; Impaired if Holder of Claim agrees to alternative treatment.	100%

Class	Type of Allowed Claim or Interest	Treatment	Estimated Recovery
<u>Unsecured Claims:</u>			
2	Priority Claims	Unimpaired; paid in full on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable Other Subsidiary and the Holder of such Claim.	100%
3	General Unsecured Claims	Impaired; each Holder of an Allowed Class 3 Claim to receive no Cash or property on account of such Claims.	0%
4	Intercompany Claims	Impaired; each Holder of an Allowed Class 4 Claim to receive the Intercompany Release.	[0%]
5	Old Other Subsidiary Common Stock	Impaired; each Holder of an Allowed Class 5 Interest shall receive no Cash or property on account of such Interest.	[0%]
6	Old Stock Rights in Other Subsidiary	Impaired; each Holder of an Allowed Class 6 Interest shall receive no Cash or property on account of such Interest.	0%

GENERAL PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS

Section 3.01 Unclassified Claims (Applicable to All Debtors)

(a) Administrative Claims.

(i) General.

Subject to (x) the bar date provisions herein and (y) additional requirements for professionals and certain other entities set forth below, each of the Reorganized Debtors, as applicable, shall pay to each Holder of an Allowed Administrative Claim, on account of its Administrative Claim and in full satisfaction thereof, Cash equal to the Allowed amount of such Administrative Claim on the Effective Date or as soon as practicable thereafter, unless the

Holder agrees or shall have agreed to other treatment of such Claim. Payment on an Administrative Claim which arose in the ordinary course of each Debtor's business will not be made until such payment would have become due in the ordinary course of each Debtor's business or under the terms of the Claim in the absence of the Chapter 11 Cases.

(ii) Payment Of Statutory Fees.

On or before the Effective Date, all fees payable pursuant to 28 U.S.C. § 1930, as determined by the Court at the hearing on Confirmation, shall be paid in Cash equal to the amount of such Administrative Claim.

(iii) Bar Date For Administrative Claims.

1) General Provisions.

Except as provided below, for (i) non-tax liabilities incurred in the ordinary course of business by each Debtor in Possession and (ii) Postpetition Tax Claims, requests for payment of Administrative Claims must be Filed and served on counsel for each of the Reorganized Debtors no later than (x) sixty (60) days after the Effective Date, or (y) such later date, if any, as the Court shall order upon application made prior to the end of such 60-day period. Holders of Administrative Claims (including, without limitation, professionals requesting compensation or reimbursement of expenses and the Holders of any Claims for federal, state or local taxes) that are required to File a request for payment of such Claims and that do not File such requests by the applicable bar date shall be forever barred from asserting such Claims against any of the Debtors or the Reorganized Debtors or any of their respective properties.

2) Professionals.

All professionals or other Persons requesting compensation or reimbursement of expenses pursuant to any of sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered on or before the Effective Date (including, inter alia, any compensation requested by any professional or any other Person for making a substantial contribution in the Bankruptcy Cases) shall File and serve on each of the Reorganized Debtors, the Informal Vendor Debt Committee and the Committee an application for final allowance of compensation and reimbursement of expenses no later than (i) sixty (60) days after the Effective Date, or (ii) such later date as the Court shall order upon application made prior to the end of such 60-day period. Objections to applications of professionals for compensation or reimbursement of expenses must be Filed and served on the Debtors, the Informal Vendor Debt Committee, the Committee (if and when appointed) and the professionals to whose application the objections are addressed on or before (i) sixty days after such application is Filed and served or (ii) such later date as the Court shall order upon application made prior to the end of such 60-day period or upon agreement between the Reorganized Debtors and the affected professional. Any professional fees and reimbursements or expenses incurred by the Reorganized Debtors subsequent to the Effective Date may be paid by the Reorganized Debtors without application to or Order of the Court. The costs of the Leap Creditor Trust, including without limitation, the

fees and expenses of the Leap Creditor Trust Trustee and any professionals retained by the Leap Creditor Trust Trustee, shall be borne entirely by the Leap Creditor Trust.

3) Ordinary Course Liabilities.

Holders of Administrative Claims based on liabilities incurred post-petition in the ordinary course of the Debtors' business (other than Claims of governmental units for taxes or Claims and/or penalties related to such taxes) shall not be required to File any request for payment of such Claims. Such Administrative Claims shall be assumed and paid by Reorganized Debtors, as appropriate, pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claim, without any further action by the Holders of such Claims.

4) Tax Claims.

All requests for payment of Postpetition Tax Claims, for which no bar date has otherwise been previously established, must be Filed on or before the later of (i) sixty (60) days following the Effective Date; and (ii) 120 days following the filing of the tax return for such taxes for such tax year or period with the applicable governmental unit. Any Holder of any Postpetition Tax Claim that is required to File a request for payment of such taxes and that does not File such a Claim by the applicable bar date shall be forever barred from asserting any such Postpetition Tax Claim against any of the Debtors or Reorganized Debtors, or any of their respective properties, whether any such Postpetition Tax Claim is deemed to arise prior to, on, or subsequent to, the Effective Date. The Debtors are paying all Postpetition Tax Claims as they come due; however, certain taxing authorities conduct audits which may result in a postpetition tax liability of which the Debtors are currently unaware.

(iv) Cash Collateral

Pursuant to the Cash Collateral Order, Holders of Old Vendor Debt have an administrative claim against the Debtors in the approximate amount of \$[_____] (the "Cash Collateral Claim"). Unless otherwise agreed in writing by Cricket and the Committee prior to or on the Effective Date, the Cash Collateral Claim shall be treated as an Old Vendor Debt Claim.

(b) Treatment Of Priority Tax Claims.

Except as otherwise agreed to by the Reorganized Debtors and the applicable taxing agency, the Reorganized Debtors, as appropriate, shall pay to each Holder of an Allowed Priority Tax Claim deferred Cash payments, over a period not exceeding six years from the date of assessment of such Claim, in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, plus interest from the Effective Date on the unpaid portion of such Allowed Priority Tax Claim (without penalty of any kind) at the rate prescribed below. Payment of the amount of each such Allowed Priority Tax Claim shall be made in equal semiannual installments payable on June 1 and December 1, with the first installment due on June 1 or December 1 after the latest of: (a) the Effective Date, (b) 30 days after the date on which an Order allowing such Priority Tax Claim becomes a Final Order, and (c) such other time or times as may be agreed to by the Holder of such Claim and the applicable Reorganized Debtor. Each installment shall include interest on the unpaid portion of such Allowed Priority Tax Claim, without penalty of

any kind, at the rate of 8¼% per annum or as otherwise established by the Court; provided, however, that the Reorganized Debtors, as appropriate, shall have the right to pay any Allowed Priority Tax Claim, or any remaining balance of such Claim, in full, at any time on or after the Effective Date, without premium or penalty of any kind.

Section 3.02 Treatment of Classified Claims Against and Interests in Leap

Leap Class 1A – GLH Claim. On the Effective Date, or as soon as practicable thereafter, the Holder of the Class 1A GLH Claim shall, in full satisfaction, settlement, release and discharge of and in exchange for such Secured Claim, receive (in the sole discretion of Leap) the following treatment: either (a) Leap will sell the collateral securing the GLH Claim and transfer the proceeds to GLH (to the extent of the value of the GLH Allowed Secured Claim); or (b) Leap will transfer the collateral securing the GLH Claim to GLH. The Holder of the Allowed Secured Claim in Class 1A shall be Impaired and entitled to vote to accept or reject the Plan.

Leap Class 1B – 12 ½% Senior Notes Secured Claim. By order entered by the Court on April __, 2003, each Holder of a Class 1B 12 ½% Senior Notes Secured Claim, in full satisfaction, settlement, release and discharge of and in exchange for its Claim, received, on a Pro Rata basis, the Cash in the Pledged Account reflecting the amount of interest owing as of April 15, 2003. Leap Class 1B is Unimpaired and shall be deemed to have voted to accept the Plan.

Leap Class 1C – Old Vendor Debt Claim. On the Effective Date or as soon as practicable thereafter, each Holder of a Class 1C Old Vendor Debt Claim shall, in full satisfaction, settlement, release and discharge of and in exchange for its Claim, receive the following treatment: each such Holder shall receive, on a Pro Rata basis, the Old Vendor Debt Distribution. Leap Class 1C is Impaired and shall be entitled to vote to accept or reject the Plan.

Leap Class 2A et seq. – Other Secured Claims. Class 2 consists of all other Secured Claims against Leap. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 2A**, **Class 2B**, and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. Each Allowed Secured Claim in Class 2 will be treated as follows (in the sole discretion of Leap): (a) Leap will sell the collateral securing the Allowed Class 2 Claim and transfer the proceeds, to the Holder of such Class 2 Claim (to the extent of the value of the Allowed Class 2 Claim); or (b) Leap will transfer the collateral securing the Class 2 Claim to the Holder of the Class 2 Claim. If Leap elects the treatment specified in subsection (a) of this paragraph, the Holder of the Class 2 Claim shall be Unimpaired and deemed to have accepted the Plan. If Leap elects the treatment specified in subsection (b) of this paragraph, the Holder of the Class 2 Claim shall be Impaired and entitled to vote to accept or reject the Plan.

Leap Class 3 – Priority Claims. The Plan provides that unless otherwise agreed to by Leap and the applicable Holder of a Claim, each Holder of an Allowed Claim in Class 3 will be paid the Allowed Amount of such Claim in full in Cash by Leap on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms

and conditions of any agreements or understandings relating thereto between Leap and the Holder of such Claim. Allowed Claims in Class 3 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 3 will be deemed to have accepted the Plan.

Leap Class 4 – General Unsecured Claims. On the Initial Distribution Date, each Holder of an Allowed Class 4 Claim shall, in full satisfaction, settlement, release and discharge of and in exchange for such Claim, receive the following treatment: a Pro Rata share of the beneficial interests in the Leap Creditor Trust. If the Effective Date has not occurred at the time of the Initial Distribution Date, Leap shall transfer to the Creditor Trust only the Leap General Unsecured Claim Cash Distribution. On the Effective Date, Reorganized Leap shall transfer to the Leap Creditor Trust the remainder of the Leap General Unsecured Claim Total Distribution. Class 4 is Impaired and therefore entitled to vote to accept or reject the Plan.

Leap Class 5 - Intercompany Claim. Each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release on account of such Claim. Class 5 is Impaired under the Plan and therefore entitled to vote to accept or reject the Plan.

Leap Class 6 – Old Common Stock of Leap and Securities Claims. Each Holder of an Allowed Class 6 Interest shall not receive or retain any property under the Plan on account of such Interest. Class 6 is Impaired under the Plan and deemed to have voted to reject the Plan.

Leap Class 7 - Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Each Holder of an Allowed Class 7 Interest or Claim shall not receive or retain any property under the Plan on account of such Interest or Claim. Class 7 is Impaired under the Plan and deemed to have voted to reject the Plan.

Section 3.03 Treatment of Classified Claims Against and Interests in CCH

CCH Class 1A – Old Vendor Debt Claim. On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Class 1A Claim shall, in full satisfaction, settlement, release, discharge of and in exchange for such Claim, receive a Pro Rata share of the Old Vendor Debt Distribution. Class 1A is Impaired and entitled to vote to accept or reject the Plan.

CCH Class 2A et seq. – [Other Secured Claims]. Class 2 consists of all other Secured Claims against CCH. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 2A, Class 2B**, and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. CCH will File a schedule of each Secured Claim on or before ten (10) days prior to the commencement of the Confirmation Hearing. Each Allowed Secured Claim in Class 2 will be treated as follows: Either (a) the Plan shall leave unaltered the legal, equitable and contractual rights to which such Claim entitles the Holder; (b) (i) CCH shall cure any default with respect to such Claim that occurred before or after the Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal, equitable, and contractual rights of such

Holder will not otherwise be altered; or (c) such Claim shall receive such other treatment to which the Holder shall consent. The Holder of each Allowed Secured Claim in Class 2 which is treated as set forth in clause (a) or (b) of this paragraph will be Unimpaired and shall be deemed to have voted for the Plan; any treatment under clause (c) of this paragraph will render the claim Impaired and entitled to vote to accept or reject the Plan.

CCH Class 3 – Priority Claims. Unless otherwise agreed to by CCH and the applicable Holder of a Claim, each Holder of an Allowed Claim in Class 3 will be paid the Allowed Amount of such Claim in full in Cash by CCH on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between CCH and the Holder of such Claim. Allowed Claims in Class 3 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 3 will be deemed to have accepted the Plan.

CCH Class 4 – General Unsecured Claims. Holders of Allowed Class 4 Claims shall not receive any property or Cash on account of such claims. Class 4 is Impaired under the Plan and deemed to have voted to reject the Plan.

CCH Class 5 - Intercompany Claim. Each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release on account of such Claim. Class 5 is Impaired under the Plan and therefore entitled to vote to accept or reject the Plan.

CCH Class 6 – Old Common Stock of CCH. Holders of Allowed Class 6 Interests shall not receive any property or Cash on account of such interests. Class 6 is Impaired and deemed to have voted to reject the Plan.

CCH Class 7 - Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Each Holder of an Allowed Class 7 Interest or Claim shall not receive or retain any property or Cash under the Plan on account of such Interest or Claim. Class 7 is Impaired under the Plan and deemed to have voted to reject the Plan. CCH currently does not believe any such Holders exist.

Section 3.04 Treatment of Classified Claims Against and Interests in Cricket

Cricket Class 1A – Old Vendor Debt Claim. On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Class 1A Claim shall, in full satisfaction, settlement, release, discharge of and in exchange for such Claim, receive a Pro Rata share of the Old Vendor Debt Distribution. Class 1A is Impaired and entitled to vote to accept or reject the Plan.

Cricket Class 2A et seq. – Other Secured Claims. Class 2A consists of all other Secured Claims against Cricket. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 2A**, **Class 2B**, and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. Cricket will File a schedule of each Secured Claim on or before ten (10) days prior to the commencement of the Confirmation Hearing. Each Allowed Secured Claim in Class 2 will be treated as follows:

Either (a) the Plan shall leave unaltered the legal, equitable and contractual rights to which such Claim entitles the Holder; (b) (i) Cricket shall cure any default with respect to such Claim that occurred before or after the relevant Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal, equitable, and contractual rights of such Holder will not otherwise be altered; or (c) such Claim shall receive such other treatment to which the Holder shall consent. The Holder of each Allowed Secured Claim in Class 2 which is treated as set forth in clause (a) or (b) of this paragraph will be Unimpaired, will be presumed to have accepted the Plan and will not be entitled to vote for or against the Plan; any treatment under clause (c) of this paragraph will render the claim Impaired and entitled to vote to accept or reject the Plan.

Cricket Class 3 – Priority Claims. Unless otherwise agreed to by the parties, each Holder of an Allowed Claim in Class 3 will be paid the Allowed Amount of such Claim in full in Cash by Reorganized Cricket on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between Cricket and the Holder of such Claim. Allowed Claims in Class 3 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 3 will be deemed to have accepted the Plan.

Cricket Class 4 – General Unsecured Claims. Holders of Allowed Class 4 Claims shall receive, on a Pro Rata basis, the Cricket General Unsecured Creditor Distribution on account of such Claims. [Class 4 is Impaired and therefore entitled to vote to accept or reject the Plan.]

Cricket Class 5 – Intercompany Claim. Each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release on account of such Claim. Class 5 is Impaired under the Plan and therefore entitled to vote on the Plan.

Cricket Class 6 – Old Common Stock of Cricket and Securities Claims. Holders of Allowed Class 6 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 6 is Impaired and deemed to have voted to reject the Plan.

Cricket Class 7 - Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Holders of Allowed Class 7 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 7 is Impaired and deemed to have voted to reject the Plan. Cricket does not believe any such Holders exist.

Section 3.05

Treatment of Classified Claims Against and Interests in License Holding Companies (applicable to each License Holding Company)

License Holding Company Class 1A – Old Vendor Debt Claim. On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Class 1A Claim shall, in full satisfaction, settlement, release, discharge of and in exchange for such Claim, receive a Pro Rata share of the Old Vendor Debt Distribution. Class 1A is Impaired and entitled to vote to accept or reject the Plan.

License Holding Company Class 1B – FCC Claims. On the Effective Date or as soon as practicable thereafter, the Holder of the FCC Claims shall either (a) remain fully secured, but the payment terms of the FCC Claims shall be extended for a two year grace period for principal and interest and a four year amortization schedule thereafter or (b) be Reinstated. Under (a), the Holder of the FCC Claims will be Impaired under the Plan and entitled to vote on the Plan; under (b), the Holder of the FCC Claims will be deemed Unimpaired and to have voted to accept the Plan. Each License Holding Company will elect treatment for the Allowed Class 1B Claim by Filing a notice of such election no later than the date of the Disclosure Statement Hearing.

License Holding Company Class 2A et seq. – Other Secured Claims. Class 2A consists of all other Secured Claims against a License Holding Company. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 2A, Class 2B**, and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. Each License Holding Company will File a schedule of each Secured Claim on or before ten (10) days prior to the commencement of the Confirmation Hearing. Each Allowed Secured Claim in Class 2 will be treated as follows: Either (a) the Plan shall leave unaltered the legal, equitable and contractual rights to which such Claim entitles the Holder; (b) (i) each applicable License Holding Company shall cure any default with respect to such Claim that occurred before or after the Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal, equitable, and contractual rights of such Holder will not otherwise be altered; or (c) such Claim shall receive such other treatment to which the Holder shall consent. The Holder of each Allowed Secured Claim in Class 2 which is treated as set forth in clause (a) or (b) of this paragraph will be Unimpaired, will be presumed to have accepted the Plan and will not be entitled to vote for or against the Plan; any treatment under clause (c) of this paragraph will render the claim Impaired and entitled to vote to accept or reject the Plan.

License Holding Company Class 3 – Priority Claims. Unless otherwise agreed to by the parties, each Holder of an Allowed Claim in Class 3 will be paid the Allowed Amount of such Claim in full in Cash by the applicable Reorganized License Holding Company on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable Reorganized License Holding Company and the Holder of such Claim. Allowed

Claims in Class 3 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 3 will be deemed to have accepted the Plan.

License Holding Company Class 4 – General Unsecured Claims. Holders of Allowed Class 4 Claims shall not receive any property or Cash on account of such Claims. Class 4 is Impaired and deemed to have voted to reject the Plan.

License Holding Company Class 5 – Intercompany Claim. Each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release under the Plan on account of such Claim. Class 5 is Impaired under the Plan and therefore entitled to vote to accept or reject the Plan.

License Holding Company Class 6 – Old Common Stock of License Holding Company and Securities Claims. Holders of Allowed Class 6 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 6 is Impaired and deemed to have voted to reject the Plan.

License Holding Company Class 7 - Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Holders of Allowed Class 7 Interests shall not receive any property or Cash on account of such Interests or Claims. Class 7 is Impaired and deemed to have voted to reject the Plan. The License Holding Companies do not believe any such Holders exist.

Section 3.06 Treatment of Classified Claims Against and Interests in Retained Property Holding Companies (applicable to each Retained Property Holding Company)

Retained Property Holding Company Class 1A – Vendor Debt Claim. On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Class 1A Claim shall, in full satisfaction, settlement, release, discharge of and in exchange for such Claim, receive a Pro Rata share of the Old Vendor Debt Distribution. Class 1A is Impaired and entitled to vote to accept or reject the Plan.

Retained Property Holding Company Class 2A et seq. – Other Secured Claims. Class 2A consists of all other Secured Claims against a Retained Property Holding Company. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 2A**, **Class 2B**, and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. Each Retained Property Holding Company will File a schedule of each Secured Claim on or before ten (10) days prior to the commencement of the Confirmation Hearing. Each Allowed Secured Claim in Class 2 will be treated as follows: Either (a) the Plan shall leave unaltered the legal, equitable and contractual rights to which such Claim entitles the Holder; (b) (i) each applicable Retained Property Holding Company shall cure any default with respect to such Claim that occurred before or after the Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal,

equitable, and contractual rights of such Holder will not otherwise be altered; or (c) such Claim shall receive such other treatment to which the Holder shall consent. The Holder of each Allowed Secured Claim in Class 2 which is treated as set forth in clause (a) or (b) of this paragraph will be Unimpaired, will be presumed to have accepted the Plan and will not be entitled to vote for or against the Plan; any treatment under clause (c) of this paragraph will render the claim Impaired and entitled to vote to accept or reject the Plan.

Retained Property Holding Company Class 3 – Priority Claims. Unless otherwise agreed to by the parties, each Holder of an Allowed Claim in Class 3 will be paid the Allowed Amount of such Claim in full in Cash by the applicable Reorganized Retained Property Holding Company on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable Reorganized Retained Property Holding Company and the Holder of such Claim. Allowed Claims in Class 3 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 3 will be deemed to have accepted the Plan.

Retained Property Holding Company Class 4 – General Unsecured Claims. Holders of Allowed Class 4 Claims shall not receive any property or Cash on account of such Claims. Class 4 is Impaired and deemed to have voted to reject the Plan.

Retained Property Holding Company Class 5 – Intercompany Claim. Each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release under the Plan on account of such Claim. Class 5 is Impaired under the Plan and therefore entitled to vote to accept or reject the Plan.

Retained Property Holding Company Class 6 – Old Common Stock of Retained Property Holding Company and Securities Claims. Holders of Allowed Class 6 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 6 is Impaired and deemed to have voted to reject the Plan.

Retained Property Holding Company Class 7 - Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Holders of Allowed Class 7 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 7 is Impaired and deemed to have voted to reject the Plan. The Retained Property Holding Companies do not believe any such Holders exist.

Section 3.07 Treatment of Classified Claims Against and Interests in Liquidating Property Holding Companies (applicable to each Liquidating Property Holding Company)

Liquidating Property Holding Company Class 1A – Vendor Debt Claim. On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Class 1A Claim shall, in full satisfaction, settlement, release, discharge of and in exchange for such Claim, receive a Pro Rata share of the Old Vendor Debt Distribution. Class 1A is Impaired and entitled to vote to accept or reject the Plan.

Liquidating Property Holding Company Class 2A et seq. – Other Secured Claims. Class 2A consists of all other Secured Claims against a Liquidating Property Holding Company. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 2A**, **Class 2B**, and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. Each Liquidating Property Holding Company will File a schedule of each Secured Claim on or before ten (10) days prior to the commencement of the Confirmation Hearing. Each Allowed Secured Claim in Class 2 will be treated as follows: Either (a) the Plan shall leave unaltered the legal, equitable and contractual rights to which such Claim entitles the Holder; (b) (i) each applicable Liquidating Property Holding Company shall cure any default with respect to such Claim that occurred before or after the Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal, equitable, and contractual rights of such Holder will not otherwise be altered; or (c) such Claim shall receive such other treatment to which the Holder shall consent. The Holder of each Allowed Secured Claim in Class 2 which is treated as set forth in clause (a) or (b) of this paragraph will be Unimpaired, will be presumed to have accepted the Plan and will not be entitled to vote for or against the Plan; any treatment under clause (c) of this paragraph will render the claim Impaired and entitled to vote to accept or reject the Plan.

Liquidating Property Holding Company Class 3 – Priority Claims. Unless otherwise agreed to by the parties, each Holder of an Allowed Claim in Class 3 will be paid the Allowed Amount of such Claim in full in Cash by the applicable Liquidating Property Holding Company on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable Liquidating Property Holding Company and the Holder of such Claim. Allowed Claims in Class 3 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 3 will be deemed to have accepted the Plan.

Liquidating Property Holding Company Class 4 – General Unsecured Claims. Holders of Allowed Class 4 Claims shall not receive any property or Cash on account of such Claims. Class 4 is Impaired and deemed to have voted to reject the Plan.

Liquidating Property Holding Company Class 5 – Intercompany Claim. Each Holder of an Allowed Class 5 Claim shall receive the Intercompany Release under the Plan on account of such Claim. Class 5 is Impaired under the Plan and therefore entitled to vote to accept or reject the Plan.

Liquidating Property Holding Company Class 6 – Old Common Stock of Liquidating Property Holding Company and Securities Claims. Holders of Allowed Class 6 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 6 is Impaired and deemed to have voted to reject the Plan.

Liquidating Property Holding Company Class 7 – Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Holders of Allowed Class 7

Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 7 is Impaired and deemed to have voted to reject the Plan. The Liquidating Property Holding Companies do not believe any such Holders exist.

Section 3.08 Treatment of Classified Claims Against and Interests in Other Subsidiaries (applicable to each Other Subsidiary)

Other Subsidiary Class 1A et seq. – Other Secured Claims. Class 1A consists of all other Secured Claims against an Other Subsidiary. This Class will be further divided into subclasses designated by letters of the alphabet (**Class 1A, Class 1B,** and so on), so that each Holder of any Secured Claim is in a Class by itself, except to the extent that there are Secured Claims that are substantially similar to each other and may be included within a single Class. Each Other Subsidiary will File a schedule of each Secured Claim on or before ten (10) days prior to the commencement of the Confirmation Hearing. Each Allowed Secured Claim in Class 1 will be treated as follows: Either (a) the Plan shall leave unaltered the legal, equitable and contractual rights to which such Claim entitles the Holder; (b) (i) each applicable Other Subsidiary shall cure any default with respect to such Claim that occurred before or after the Petition Date, (ii) the maturity of such Claim shall be reinstated as such maturity existed before any such default, (iii) the Holder of such Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the Holder on any right to accelerate its Claim, and (iv) the legal, equitable, and contractual rights of such Holder will not otherwise be altered; or (c) such Claim shall receive such other treatment to which the Holder shall consent. The Holder of each Allowed Secured Claim in Class 1 which is treated as set forth in clause (a) or (b) of this paragraph will be Unimpaired, will be presumed to have accepted the Plan and will not be entitled to vote for or against the Plan; any treatment under clause (c) of this paragraph will render the claim Impaired and entitled to vote to accept or reject the Plan.

Other Subsidiary Class 2 – Priority Claims. Unless otherwise agreed to by the parties, each Holder of an Allowed Claim in Class 2 will be paid the Allowed Amount of such Claim in full in Cash by the applicable Reorganized Other Subsidiary on or before the later of (i) the Effective Date or as soon as practicable thereafter, (ii) the date such Claim becomes an Allowed Claim and (iii) the date that such Claim would be paid in accordance with any terms and conditions of any agreements or understandings relating thereto between the applicable Reorganized Other Subsidiary and the Holder of such Claim. Allowed Claims in Class 2 are Unimpaired under the Plan and the Holders of Allowed Claims in Class 2 will be deemed to have accepted the Plan.

[*Other Subsidiary Class 3 – General Unsecured Claims.* Holders of Allowed Class 3 Claims shall not receive any property or Cash on account of such Claims. Class 3 is Impaired and deemed to have voted to reject the Plan.]

Other Subsidiary Class 4 – Intercompany Claim. Each Holder of an Allowed Class 4 Claim shall receive the Intercompany Release under the Plan on account of such Claim. Class 4 is Impaired under the Plan and therefore entitled to vote to accept or reject the Plan.

Other Subsidiary Class 5 – Old Common Stock of Other Subsidiary and Securities Claims. Holders of Allowed Class 5 Interests or Claims shall not receive any property or Cash

on account of such Interests or Claims. Class 5 is Impaired and deemed to have voted to reject the Plan.

Other Subsidiary Class 6 – Interests of Holders of Old Stock Rights and All Claims Arising Out of Such Old Stock Rights. Holders of Allowed Class 6 Interests or Claims shall not receive any property or Cash on account of such Interests or Claims. Class 6 is Impaired and deemed to have voted to reject the Plan. The Other Subsidiaries do not believe any such Holders exist.

ARTICLE IV.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 4.01 Assumption and Cure

Except as otherwise provided in the Plan, or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to Section 365 of the Bankruptcy Code, each Reorganized Debtor will assume each executory contract and unexpired lease entered into by that Debtor prior to the Petition Date that is listed on Exhibit [] to the Disclosure Statement that has not previously (a) expired or terminated pursuant to its own terms or (b) been assumed or rejected pursuant to Section 365 of the Bankruptcy Code. The Confirmation Order will constitute an Order of the Court approving the assumptions described in the Plan, pursuant to Section 365 of the Bankruptcy Code, as of the Effective Date.

Any monetary amount by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default, if any, will be satisfied, pursuant to Section 365(b)(1) of the Bankruptcy Code, at the option of the applicable Debtor or Reorganized Debtor: (a) by payment of the default amount in cash on the Effective Date or (b) on such other terms as are agreed to by the parties to such executory contract or unexpired lease. If there is a dispute regarding: (i) the amount of any cure payment; (ii) the ability of the Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to assumption, the cure payments required by Section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order resolving the dispute and approving the assumption.

Exhibit [] to the Disclosure Statement contains a schedule of contracts and leases to be assumed by each Reorganized Debtor, along with cure amounts each Reorganized Debtor intends to pay (or, in the case of contracts and leases to be assumed by Leap, all cure amounts that shall be paid by Cricket) on the Effective Date or as soon as practicable thereafter. **Any party to a contract or lease who objects to the listed cure amounts must file and serve an objection on counsel for the Debtors no later than 15 days before the Confirmation Hearing; failure to file and serve a timely objection shall be deemed consent to the cure amounts scheduled on Exhibit ____.**

Section 4.02 Rejection and Damages

Executory contracts (including any employment agreements) and unexpired leases that exist between the Debtors and any person that are not assumed in a manner consistent with Section 4.01 above or that are not the subject of a motion to assume that is pending on the Confirmation Date and that is subsequently approved shall be rejected as of the Confirmation Date. All Claims for damages arising from the rejection of executory contracts or unexpired leases must be filed with the Court in accordance with the terms of the order authorizing such rejection, or, if not rejected by separate order, within thirty (30) days from the entry of the Confirmation Order. Any Claims not filed within such time will be forever barred from assertion against the Debtors, the Estates and the Reorganized Debtors. Each of the Allowed Claims arising from the rejection of executory contracts or unexpired leases shall be treated as a General Unsecured Claim of the applicable Debtor that was party to such contract or lease.

ARTICLE V.

MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN

Section 5.01 Overview of Plan Implementation

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Reorganized Debtors to make payments pursuant to the Plan will be obtained from the Reorganized Debtors' cash balances or borrowings and the operations of the Reorganized Debtors. Notwithstanding the foregoing or to Holders of Claims against Leap, all cash necessary for the Leap Creditor Trust Trustee to make payments pursuant to the Plan will be obtained from Leap Creditor Trust Assets.

Section 5.02 Distributions

On the Effective Date or as soon as practicable thereafter, Reorganized Cricket shall fund or arrange for the funding of the Effective Date Payments, other than those to be made by Leap or the Leap Creditor Trust to or for the benefit of Holders of Claims against Leap which are to be made on the Initial Distribution Date or the Effective Date, as applicable. Subject to the provisions of the Plan, and except as otherwise provided herein, property to be distributed hereunder to an Unimpaired Class shall be distributed on the later of (i) the Initial Distribution Date; (ii) the Effective Date and (iii) the date on which the distribution to a Holder of a Claim in such Class would have been due and payable in the ordinary course of business or under the terms of the Claim in the absence of the Chapter 11 Case. Notwithstanding any other provision of the Plan, the Debtors, the Reorganized Debtors and the Leap Creditor Trust shall not be obligated to make any distribution with respect to any unclassified Claim, or any Allowed Claim, other than those in the hands of the Holders shown on the books and records of the Debtors as of the Confirmation Hearing unless otherwise identified on a Filed proof of claim.

Section 5.03 The Committee

On the Effective Date, the Committee shall be dissolved and the members of such committee shall be released and discharged from all further rights and duties arising from or

related to the Chapter 11 Cases. The professionals retained by such committee and the members thereof shall not be entitled to compensation or reimbursement of expenses incurred for services rendered after the Effective Date, except in connection with the preparation and prosecution of, and objections to, fee applications.

Section 5.04 Vesting Of Assets

Except as otherwise provided in any provision of the Plan, on the Effective Date, the Leap Creditor Trust Assets shall vest in the Leap Creditor Trust and all property of the other Estates will vest in the Reorganized Debtors, as applicable free and clear of all Liens, Claims, encumbrances and Interests. From and after the Effective Date, each Reorganized Debtor may operate its business and use, acquire, and dispose of property and settle and compromise Claims or Interests arising post-Confirmation without supervision by the Court and free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order.

Section 5.05 Preservation Of Causes Of Action

Except in any contract, instrument, release, or other agreement entered into in connection with the Plan or as otherwise provided in the Plan (and subject to the following paragraph), in accordance with section 1123(b) of the Bankruptcy Code, each Reorganized Debtor shall retain all Litigation Claims that each Debtor or the Estate may hold against any Person; provided, however, that Litigation Claims held by Leap and identified on Schedule __ to the Disclosure Statement shall be transferred to the Leap Creditor Trust on the Effective Date. The Leap Creditor Trust Trustee shall have the rights prescribed in 11 U.S.C. 1123(b)(3)(B) to pursue or settle such Claims. Attached to the Disclosure Statement as Exhibit [__] is Schedule of Litigation Claims of which the Debtors are currently aware.

Notwithstanding the foregoing, the Plan implements the Intercompany Releases and other settlements representing a global settlement of all Intercompany Claims and Litigation Claims between the Debtors, the Estates, the Holders of Old Vendor Debt and Holders of Old Leap Notes, and the Committee, and is the product of months of intense investigation and negotiations among the foregoing parties. In particular, and without limitation, in exchange for (i) the Leap General Unsecured Claim Equity Distribution, (ii) the Intercompany Releases and (iii) full releases of Litigation Claims that could be asserted by Cricket and/or the Holders of Old Vendor Debt against Leap for, *inter alia*, breach of contract, Leap and the Holders of General Unsecured Claims against Leap are granting full releases of all Intercompany Claims and Litigation Claims against the other Debtors and the Holders of Old Vendor Debt arising out of or related to transfers of cash or property from Leap to any other Debtor or for the benefit of Holders of Old Vendor Debt including for, *inter alia*, fraudulent transfers, preferences, equitable subordination and breach of fiduciary duty. The Plan constitutes a motion under Rule 9019 to compromise all such claims and no party who holds or could potentially be the beneficiary of such Intercompany Claims or Litigation Claims shall have any standing or right to assert such claims following the Confirmation Hearing.

Section 5.06 Amended Debtor Bylaws And Certificates of Incorporation

On the Effective Date, each Reorganized Debtor shall adopt the applicable Amended Debtor Bylaws and the applicable Amended Debtor Certificates of Incorporation, pursuant to applicable non-bankruptcy law and Section 1123(a)(5)(1) of the Bankruptcy Code. The Amended Debtor Bylaws and the Amended Debtor Certificates of Incorporation will, among other things prohibit the issuance of nonvoting equity securities to the extent required by Section 1123(a)(6) of the Bankruptcy Code. The Amended Debtor Certificates of Incorporation will become effective upon the occurrence of the Effective Date and may be amended following the Effective Date in accordance with non-bankruptcy law. Forms of the Amended Debtor Certificates of Incorporation and the Amended Debtor Bylaws shall be Filed within 10 days of the Confirmation Hearing.

Section 5.07 Management Of Reorganized Cricket

On the Effective Date, the Board of Directors of Reorganized Leap will consist of 7 members, one of whom shall be Reorganized Leap's Chief Executive Officer and six of whom shall initially be designated by the Informal Vendor Debt Committee and reasonably acceptable to the Debtors. Reorganized Leap shall provide a reasonable amount of compensation and Directors and Officers liability insurance coverage for each board member. The Board of Directors of Reorganized Cricket shall be appointed by Reorganized Leap, as the sole stockholder of Reorganized Cricket. The identity of the members of the Board of Directors of Reorganized Leap shall be disclosed at or prior to the hearing on the Disclosure Statement.

Management shall receive compensation as set forth on Exhibit [] to the Disclosure Statement, subject to certain performance criteria to be determined by Reorganized Leap's Board of Directors. Management shall also receive options to purchase New Leap Common Stock in the amounts and with vesting schedules set forth on Exhibit [] to the Disclosure Statement.]

Section 5.08 Disbursing Agent

Reorganized Leap and Reorganized Cricket (or their designee) shall act as the Disbursing Agent for the purpose of making all distributions provided for under the Plan, provided, however, that the Leap Creditor Trust Trustee shall act as the Disbursing Agent under the Leap Plan with respect to all assets transferred to the Leap Creditor Trust pursuant to the Plan. The Disbursing Agent shall serve without bond.

Section 5.09 Discharge Of Reorganized Debtors And Injunction

Except as otherwise provided in the Plan or the Confirmation Order: (i) on the Effective Date, each Reorganized Debtor shall be deemed discharged and released to the fullest extent permitted by section 1141 of the Bankruptcy Code from all Claims and Interests, including, but not limited to, demands, liabilities, Claims and Interests that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not: (A) a proof of Claim or proof of Interest based on such debt or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (B) a Claim or Interest based on such debt or Interest is allowed pursuant to section 502 of the Bankruptcy

Code or (C) the Holder of a Claim or Interest based on such debt or Interest has accepted the Plan; and (ii) all Persons shall be precluded from asserting against each Reorganized Debtor, its successors, or its assets or properties any other or further Claims or Interests based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date. Except as otherwise provided in the Plan or the Confirmation Order, the Confirmation Order shall act as a discharge of any and all Claims against and all debts and liabilities of the Reorganized Debtors, as provided in sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment against each Reorganized Debtor at any time obtained to the extent that it relates to a Claim discharged.

All Persons that have held, currently hold or may hold a Claim or other debt or liability or an Interest or other right of such Holders, are permanently enjoined from taking any of the following actions on account of any such Claims, debts or liabilities or Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against any of the Debtors, the Informal Vendor Debt Committee (and each of its members in such capacity), the Informal Noteholder Committee (and each of its members in such capacity), the Committee (and each of its members in such capacity), and professional persons retained by the Debtors, the Informal Noteholder Committee, the Committee, and each of their respective affiliates, current or former officers, directors, agents, employees and representatives; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any of the Debtors, the Informal Vendor Debt Committee (and each of its members in such capacity), the Informal Noteholder Committee (and each of its members in such capacity), the Committee (and each of its members in such capacity) and professional persons retained by any of the Debtors, the Informal Noteholder Committee and the Committee and each of their respective affiliates, current or former officers, directors, agents, employees and representatives; (c) creating, perfecting or enforcing any Lien or encumbrance against any of the Debtors, the Informal Vendor Debt Committee (and each of its members in such capacity), the Informal Noteholder Committee (and each of its members in such capacity), the Committee (and each of its members in such capacity), and professional persons retained by any of the Debtors, the Informal Vendor Debt Committee, the Informal Noteholder Committee and the Committee and each of their respective affiliates, current or former officers, directors, agents, employees and representatives; (d) asserting a setoff, right of subrogation or recoupment of any kind against any obligation due to any of the Debtors, the Informal Vendor Debt Committee (and each of its members in such capacity), the Informal Noteholder Committee (and each of its members in such capacity), the Committee (and each of its members in such capacity) and professional persons retained by any of the Debtors, the Informal Vendor Debt Committee, the Informal Noteholder Committee and the Committee and each of their respective affiliates, current or former officers, directors, agents, employees and representatives; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

Section 5.10 No Liability For Solicitation Or Participation

As specified in section 1125(e) of the Bankruptcy Code, Persons that solicit acceptances or rejections of the Plan and/or that participate in the offer, issuance, sale, or purchase of securities offered or sold under the Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, shall not be liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of securities.

Section 5.11 Limitation Of Liability

Neither (a) any Debtor or Reorganized Debtor or any of their respective postpetition employees, officers, directors, agents, representatives, affiliates, attorneys or any other professional persons employed by any of them, nor (b) the Informal Vendor Debt Committee and the Informal Noteholder Committee, or any of their respective members, agents, employees, directors, officers, representatives, attorneys or other professional advisors nor (c) the Committee, or any of their respective postpetition members, agents, employees, directors, officers, representatives, attorneys or other professional advisors, in each case, shall have any responsibility, or have or incur any liability, to any Person whatsoever, under any theory of liability (except for any claim based upon willful misconduct or gross negligence), for any act taken or omission made in good faith directly related to formulating, implementing, confirming, or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created in connection with the Plan, provided that nothing in this paragraph shall limit the liability of any Person for breach of any express obligation it has under the terms of this Plan or under any post-petition agreement or other post-petition document entered into by such Person or in accordance with the terms of this Plan or for any breach of a duty of care owed to any other Person occurring after the Effective Date.

Section 5.12 Objections to Claims

Except as otherwise provided in the Plan, objections to Claims, including without limitation Administrative Claims, shall be Filed and served upon the Holder of such Claim or Administrative Claim no later than the later of (a) 60 days after the Effective Date, and (b) 60 days after a proof of claim or request for payment of such Claim is Filed, unless this period is extended by the Court; such extension may be granted on an ex parte basis without notice or hearing. After the Effective Date, only the Reorganized Debtors will have the authority to File objections, settle, compromise, withdraw or litigate to judgment objections to Claims and Interests, provided that in the case of Claims against Leap, the Leap Creditor Trust Trustee shall have the authority to File Objections, settle, compromise, withdraw or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors (or, where applicable, the Leap Creditor Trust Trustee) may settle or compromise any Disputed Claim or Disputed Interest without approval of the Court.

Section 5.13 Other Documents And Actions

The Debtors, the Debtors in Possession, the Leap Creditor Trust Trustee and the Reorganized Debtors may, and shall, execute such documents and take such other actions as are necessary to effectuate the transactions provided for in the Plan.

Section 5.14 Corporate Action

The creation of the Leap Creditor Trust and the appointment of the Leap Creditor Trust Trustee shall be deemed to have occurred and be effective on the Initial Distribution Date, and the issuance of the New Leap Common Stock, New Cricket Common Stock, New License Holding Company Common Stock, New Retained Property Holding Company Common Stock and New Other Subsidiary Common Stock, the New Senior Notes, the adoption of the Amended Debtor Certificates of Incorporation and the selection of the Persons who will serve as the initial directors and officers of the Reorganized Debtors as of the Effective Date, and other matters under the Plan involving the corporate structure of each Debtor or corporate action by each Debtor, shall be deemed to have occurred and be effective on and after the Effective Date without any requirement of further action by the stockholders or directors of each Debtor. Without limiting the foregoing, upon entry of the Confirmation Order by the Clerk, the filing by each Reorganized Debtor of its respective Amended Debtor Certificate of Incorporation shall be authorized and approved in all respects. On the Effective Date or as soon thereafter as is practicable, pursuant to applicable law, the Amended Debtor Bylaws of each Debtor shall be the bylaws of each Reorganized Debtor (as appropriate).

Section 5.15 Retiree Benefits

On and after the Effective Date, to the extent required by section 1129(a)(13) of the Bankruptcy Code, each Reorganized Debtor shall continue to pay all retiree benefits (if any), as the term “retiree benefits” is defined in section 1114(a) of the Bankruptcy Code, that it maintained or established prior to the Confirmation Date.

Section 5.16 Employee Benefits

Each Debtor’s employees shall have a priority claim for unpaid wages, benefits, and other entitlements to the extent permitted by Section 507(a)(3) of the Bankruptcy Code, which will be either (i) paid in full, or (ii) Reinstated. To the extent that any employee’s claim exceeds the amount prescribed by Section 507(a)(3), the employee shall receive a General Unsecured Claim for the excess amount against the applicable Debtor.

ARTICLE VI.

CONFIRMATION AND EFFECTIVE DATE CONDITIONS

Section 6.01 Conditions To Confirmation

The conditions to Confirmation shall be the following:

- (a) The satisfaction of the requirements of 11 U.S.C. § 1129;

(b) The Confirmation Order shall (i) be acceptable in form and substance to the Debtors, the Informal Vendor Debt Committee, and the Committee and (ii) expressly authorize and direct the Debtors to perform the actions that are conditions to the effectiveness of the Plan; and

(c) Each of the events and actions required by the Plan to occur or to be taken prior to Confirmation shall have occurred or have been taken, or the Debtors or the party whose obligations are conditioned by such occurrences and/or actions, as applicable, shall have waived such occurrences or actions.

Section 6.02 Conditions To Initial Distribution Date

The conditions to the Initial Distribution Date shall be the following: the Confirmation Order shall (i) be acceptable in form and substance to the Debtors, the Informal Vendor Debt Committee, and the Committee; (ii) expressly authorize the Debtors to perform the actions that are conditions to the effectiveness of the Plan; and (iii) shall be entered by the Court.

Section 6.03 Conditions To Effective Date

The Plan shall not become effective unless and until it has been confirmed and the following conditions have been satisfied in full or waived: (1) the Confirmation Order in a form satisfactory to the Debtors, the Informal Vendor Debt Committee and the Committee shall have become a Final Order; (2) all authorizations, consents and regulatory approvals (including, without limitation, any approvals required under regulations relating to the change in ownership of the Debtors upon the Effective Date) required (if any) for the Plan's effectiveness shall have been obtained including, without limitation, all FCC approvals and consents in form and substance reasonably acceptable to the Informal Vendor Debt Committee; (3) the New Senior Note Indenture has been qualified under the Trust Indenture Act of 1939, as amended; and (4) all other actions and documents necessary to implement the treatment of Claims and Interests shall have been effected or executed or, if waivable, waived by the Person or Persons entitled to the benefit thereof. Notwithstanding anything set forth herein, the occurrence of the Effective Date is not a condition precedent to the occurrence of the Initial Distribution Date.

Section 6.04 Waiver of Conditions

The Debtors, the Committee, and/or the Informal Vendor Debt Committee, as applicable, may waive any or all of the other conditions set forth in the Plan without leave of or order of the Court and without any formal action. The Debtors reserve the right to amend or revoke the Plan. Although this Plan is styled as a joint plan, the Debtors reserve the right to proceed with Confirmation under this Plan for one or more Debtors but not all Debtors.

Section 6.05 Effect of Failure of Conditions

In the event that the Effective Date does not occur within one year following Confirmation, upon notification submitted by the Debtors to the Court: (a) the Confirmation Order shall be vacated, (b) no additional distributions under the Plan shall be made, (c) the Debtors and all Holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never

occurred, and (d) the Debtors' obligations with respect to the Claims and Interests shall remain unchanged (except to the extent of any post-Confirmation pre-Effective Date payments) and nothing contained in the Plan shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors.

Notwithstanding anything set forth above, in the event the Effective Date does not occur and it becomes apparent to the Debtors that the Effective Date will not occur due to their inability to obtain all necessary authorizations, consents and regulatory approvals required for the Plan's effectiveness, but the Initial Distribution Date has occurred, the Holders of Claims against Leap and the Leap Creditor Trust will retain the assets transferred to them on the Initial Distribution Date and in exchange shall be deemed to implement the Intercompany Releases and to release the Debtors and the Holders of Old Vendor Debt of all Intercompany Claims and Litigation Claims held or asserted by Leap and/or the Holders of Leap General Unsecured Claims as of the Initial Distribution Date (which release shall be reciprocal in nature and shall be provided to the Leap General Unsecured Creditors and Leap by the other Debtors and the Holders of Old Vendor Debt Claims); provided, however, that the Holders of Leap General Unsecured Claims and the Leap Creditor Trust will retain the right to obtain the remainder of Leap General Unsecured Claim Total Distribution in the event of the occurrence of the Effective Date.

Section 6.06 Vacatur of Confirmation Order

If an order denying confirmation of the Plan is entered, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the Holder of any Claim against, or Interest in, the Debtors; (c) prejudice in any manner any right, remedy or claim of the Debtors; or (d) be deemed an admission against interest by the Debtors, the Informal Vendor Debt Committee, the Informal Noteholder Committee or the Committee, or any committees' respective members.

ARTICLE VII.

CONFIRMABILITY OF PLAN AND CRAMDOWN

In the event at least one Impaired Class of Claims votes to accept the Plan (and at least one Impaired Class either votes to reject the Plan or is deemed to have rejected the Plan), one or more of the Debtors, as appropriate, shall request the Court to confirm the Plan under the cramdown provisions of the Bankruptcy Code.

ARTICLE VIII.

PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN AND TREATMENT OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS AND INTERESTS

Section 8.01 Voting of Claims and Interests

Each Holder of an Allowed Claim or an Allowed Interest in an Impaired Class of Claims or Interests shall be entitled to vote separately to accept or reject the Plan as provided in such order as may be entered by the Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Court.

Section 8.02 Method of Distributions Under the Plan

(a) Distributions Under the Plan

Except as otherwise provided in the Leap Creditor Trust Agreement (which shall govern the timing of distributions to Holders of Leap General Unsecured Claims), on the Effective Date or as soon as practicable thereafter to the extent that the Plan provides for distributions on account of Allowed Claims or Allowed Interests in the applicable Class, each Holder of an Allowed Claim or Allowed Interest will receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class. Beginning on the date that is 10 days after the end of the calendar quarter following the Effective Date and 10 days after the end of each calendar quarter thereafter, distributions will also be made respectively (a) to Holders of Claims or Interests to whom a distribution has become deliverable during the preceding calendar quarter and (b) to Holders of Disputed Claims or Disputed Interests in any such Class whose Claims or Interests were Allowed during the preceding calendar quarter. Such quarterly distributions will also be in the full amount that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class.

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Leap Creditor Trust Trustee or the Reorganized Debtors to make payments pursuant to the Plan will be obtained from the applicable Debtors' existing cash balances, the operations of the Debtors or Reorganized Debtors or post-Effective Date borrowings, as applicable.

The Disbursing Agent will make all distributions of cash and securities required to be distributed under the applicable provisions of the Plan. Any Disbursing Agent may employ or contract with other entities to assist in or make the distributions required by the Plan. Each Disbursing Agent will serve without bond, and each Disbursing Agent, other than the Reorganized Debtors, will receive, without further Court approval, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services from the Reorganized Debtors on terms acceptable to the Reorganized Debtors.

Cash payments made pursuant to the Plan will be in U.S. dollars by checks drawn on or wire transfers from a bank selected by the Disbursing Agent. Except as otherwise set forth in the Leap Creditor Trust, Cash payments of \$1,000,000 or more to be made pursuant to the Plan will, to the extent requested in writing no later than five days after the Confirmation Date, be made by wire transfer from a bank. Cash payments to foreign creditors, if any, may be made, at the option of the Disbursing Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

The Disbursing Agent will make all distributions required under the applicable provisions of the Plan and the Leap Creditor Trust. No distributions under the Plan will be made to or on behalf of any Holder of any Allowed Claim or Allowed Interest evidenced by the instruments, securities or other documentation cancelled pursuant to the Plan, unless such Holder first tenders the applicable instruments, securities or other documentation to the Disbursing Agent.

(b) Timing and Methods of Distributions

(i) Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Disbursing Agent must comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan will be subject to such withholding and reporting requirements. The Disbursing Agent will be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

Notwithstanding any other provision of the Plan: (i) each Holder of an Allowed Claim or Interest that is to receive a distribution of Cash pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution; and (ii) no distribution will be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Disbursing Agent for the payment and satisfaction of such tax obligations. Any Cash to be distributed pursuant to the Plan will, pending the implementation of such arrangements, be treated as an undeliverable distribution pursuant to the Plan.

(ii) Pro Rata Distribution

When the Plan provides for Pro Rata distribution, the property to be distributed under the Plan shall be divided Pro Rata among the Holders of Allowed Claims or Allowed Interests of the relevant Class.

(iii) Distribution Record Date

As of the close of business on the Distribution Record Date, the transfer registers for any Old Securities and Old Vendor Debt maintained by the Debtors, or their respective agents, will be closed. The Disbursing Agent and the respective agents of the Debtors will have no obligation to recognize the transfer of the Old Securities and Old Vendor Debt occurring after the Distribution Record Date, and will be entitled for all purposes relating to the Plan to

recognize and deal only with those Holders of record as of the close of business on the Distribution Record Date. Distributions under the Plan shall be made by the Debtors, Leap Creditor Trust or Reorganized Debtors, as applicable, to the Holders of Allowed Administrative Claims and Allowed Claims in the Debtor's respective books and records, unless such addresses are superseded by addresses listed on proofs of claim or transfers of claims filed pursuant to Bankruptcy Rule 3001.

(iv) Surrender of Cancelled Debt Instruments or Securities

As a condition precedent to receiving any distribution pursuant to the Plan on account of an Allowed Claim evidenced by the instruments, securities or other documentation ("Instruments") canceled pursuant to the Plan, the Holder of such Claim shall tender the applicable Instruments evidencing such Claim to the Disbursing Agent pursuant to a letter of transmittal furnished by the Disbursing Agent. Any Cash to be distributed pursuant to the Plan on account of any such Claim or Interest will, pending such surrender, be treated as an undeliverable distribution pursuant to the Plan.

(v) Fractional Shares

The calculation of percentage distribution of the New Common Stock to be made to Holders of certain Allowed Claims and Interests, as provided for in the Plan, may mathematically entitle such Holder to a fractional interest in the New Common Stock. The number of shares of New Common Stock to be received by a Holder of an Allowed Claim and/or Interest shall be rounded to the next greater or lower whole number of shares as follows: (a) fractions of $\frac{1}{2}$ or greater shall be rounded to the next greater whole number and (b) fractions of less than $\frac{1}{2}$ shall be rounded to the next lower whole number. The total number of shares of New Common Stock to be distributed to a class of Claims or Interests shall be adjusted as necessary to account for the rounding described above. No consideration shall be provided in lieu of the fractional shares that are rounded down and not issued.

Section 8.03 Special Procedures for Lost, Stolen, Mutilated or Destroyed Instruments

In addition to any requirements under the Bylaws of the Debtors, any Holder of a Claim evidenced by an Instrument that has been lost, stolen, mutilated or destroyed will, in lieu of surrendering such Instrument, deliver to the Disbursing Agent: (a) evidence satisfactory to the Disbursing Agent of the loss, theft, mutilation or destruction; and (b) such security or indemnity as may be required by the Disbursing Agent to hold the Disbursing Agent harmless from any damages, liabilities or costs incurred in treating such individual as a Holder of an Instrument. Upon compliance with the Plan, the Holder of a Claim evidenced by such an Instrument will, for all purposes under the Plan, be deemed to have surrendered an Instrument, as applicable.

Section 8.04 Failure to Surrender Cancelled Instrument

Any Holder of an Instrument that fails to surrender or be deemed to have surrendered such Instrument within one year after the Effective Date will have its claim for a distribution pursuant to the Plan on account of such Instrument discharged and shall be forever barred from asserting any such claim against the Reorganized Debtors or their property. In such

cases, any Cash held for distribution on account of such claim will be disposed of pursuant to the provisions of the Plan.

Section 8.05 Undeliverable or Unclaimed Distributions

Any Person that is entitled to receive a cash distribution under the Plan but that fails to cash a check within 90 days of its issuance shall be entitled to receive a reissued check from the Leap Creditor Trust or Reorganized Debtors, as applicable, for the amount of the original check, without any interest, if such person requests the Disbursing Agent to reissue such check and provides the Disbursing Agent with such documentation as the Disbursing Agent requests to verify that such Person is entitled to such check, prior to the first anniversary of the Effective Date. If a Person fails to cash a check within 90 days of its issuance and fails to request reissuance of such check prior to the first anniversary of the Effective Date, such Person shall not be entitled to receive any distribution under this Plan. If the distribution to any Holder of an Allowed Claim or Allowed Interest is returned to a Disbursing Agent as undeliverable, no further distributions will be made to such Holder unless and until the applicable Disbursing Agent is notified in writing of such Holder's then-current address. Undeliverable distributions will remain in the possession of the Disbursing Agent pursuant to the Plan until such time as a distribution becomes deliverable. Undeliverable cash will be held in trust in segregated bank accounts in the name of the Disbursing Agent for the benefit of the potential claimants of such funds, and will be accounted for separately. Except as set forth in the Leap Creditor Trust Agreement, the Disbursing Agent holding undeliverable cash shall invest such cash in a manner consistent with Reorganized Cricket's investment and deposit guidelines. Any distribution which is not claimed within one year of the Effective Date shall be deemed property of, as applicable, the Leap Creditor Trust and the Reorganized Debtors.

Section 8.06 Disputed Claims; Reserve and Estimations

(a) Treatment of Disputed Claims

No Payment on Account of Disputed Claims and Disputed Claims Reserve. Notwithstanding any other provisions of the Plan, no payments or distributions will be made on account of a Disputed Claim or a Disputed Interest until such Claim or Interest becomes an Allowed Claim or Allowed Interest. The Leap Creditor Trust Trustee or Reorganized Debtors, as applicable, may, at any time, request that the Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, irrespective of whether any Debtor previously objected to such Claim or whether the Court has ruled on any such objection. The Court will retain jurisdiction to estimate any contingent or unliquidated Claim at any time during litigation concerning any objection to the Claim, including during the pendency of any appeal relating to any such objection. If the Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Court. If the estimated amount constitutes a maximum limitation on such Claim, the Leap Creditor Trust Trustee or Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on account of such Claim. All of these Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. In addition to seeking estimation of Claims as provided in the Plan, the Leap Creditor Trust Trustee or Reorganized Debtors, as

applicable, may resolve or adjudicate certain Disputed Claims of Holders in Unimpaired Classes in the manner in which the amount of such Claim and the rights of the Holder of such Claim would have been resolved or adjudicated if the Chapter 11 Cases had not been commenced, subject to any applicable discharge and limitations on amounts of claims and remedies available under bankruptcy law. Claims may be subsequently compromised, settled, withdrawn or resolved by the Leap Creditor Trust Trustee or Reorganized Debtors, as applicable.

(b) Distributions on Account of Disputed Claims Once They Are Allowed

Except as set forth in the Leap Creditor Trust Agreement, within _____, the Disbursing Agent will make all distributions on account of any Disputed Claim or Disputed Interest that has become an Allowed Claim or Allowed Interest in accordance with Section__ of the Plan. Such distributions will be made pursuant to the provisions of the Plan governing the applicable Class. Holders of Disputed Claims or Disputed Interests that are ultimately allowed will not be entitled to receive, on the basis of the amounts ultimately allowed, any interest.

(c) Reserve

In accordance with the terms of the Leap Creditor Trust, and as more fully set forth therein, the Leap Creditor Trust Trustee shall be authorized to make distributions to Holders of Allowed Leap General Unsecured Claims from time to time. The total amount of Allowed General Unsecured Claims for Leap (and the value of certain of Leap assets and certain Leap Litigation Claims) may not be known until after certain distributions are made, either because certain Claims will be Disputed Claims or because those Claims will not have been made by their Holders prior to the Effective Date. As a result, the Leap Creditor Trust Trustee may hold back from the distributions from the Leap Creditor Trust a percentage of Old Leap General Unsecured Claim Total Distribution (the "Reserve"). Distributions from the Leap Creditor Trust will be made only to the Holders of Claims that have been Allowed.

If the Reserve is insufficient to cover Claims Allowed after distributions are made, the Reorganized Debtors, the Debtors, the Leap Creditor Trust and the Leap Creditor Trust Trustee will have no further liability with respect to those Claims and the Holders of those Claims may receive proportionately lower distributions of the Old Leap General Unsecured Claim Total Distribution than the Holders of Claims Allowed prior to the time distributions are made.

Section 8.07 Setoffs

Except with respect to claims released pursuant to the Plan or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Leap Creditor Trust Trustee and the Reorganized Debtors may, as applicable and pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim), the claims, rights and causes of action of any nature that the Leap Creditor Trust Trustee or any of the Reorganized Debtors may hold against the Holder of such Allowed Claim; provided, however, that neither the failure

to effect such a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the Leap Creditor Trust or Reorganized Debtors of any such claims, rights and causes of action that the Debtors, the Leap Creditor Trust or the Reorganized Debtors may possess against such Holder.

ARTICLE IX.

IMPLEMENTATION AND EFFECT OF CONFIRMATION OF THIS PLAN

Section 9.01 Effect of Confirmation of the Plan

See Sections 5.05 and 5.10 of the Plan.

ARTICLE X.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Court will retain such jurisdiction over the Chapter 11 Cases after the Effective Date to the full extent permitted by law, including, without limitation, jurisdiction to:

(a) Allow, disallow, determine, liquidate, classify, subordinate, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim, the resolution of any objections to the allowance or priority of Claims or Interests and the resolution of any dispute as to the treatment necessary to reinstate a Claim pursuant to the Plan;

(b) Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending before the Effective Date;

(c) Resolve any matters related to the assumption or rejection of any executory contract or unexpired lease to which any Debtor is a party or with respect to which any Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(d) Ensure that distributions to Holders of Allowed Claims or Allowed Interests are accomplished pursuant to the provisions of the Plan;

(e) Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors, Reorganized Debtors or the Chapter 11 Cases that may be pending on the Effective Date;

(f) Enter such Orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order, except as otherwise provided herein;

(g) Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or the Confirmation Order, including the release and injunction provisions set forth in and contemplated by the Plan and the Confirmation Order, or any entity's rights arising under or obligations incurred in connection with the Plan or the Confirmation Order;

(h) Subject to any restrictions on modifications provided in any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order; or remedy any defect or omission or reconcile any inconsistency in any Court Order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;

(i) Issue injunctions, enter and implement other Orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

(j) Enter and implement such Orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

(k) Determine any other matters that may arise in connection with or relating to the Plan, this Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, except as otherwise provided in the Plan; and

(l) Enter an Order concluding the Chapter 11 Cases.

The foregoing list is illustrative only and not intended to limit in any way the Court's exercise of jurisdiction. If the Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Chapter 11 Cases, including without limitation the matters set forth in this Article, this Article shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XI.

MISCELLANEOUS PROVISIONS

Section 11.01 Exemption From Transfer Taxes

Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or

delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

Section 11.02 Payment of Statutory Fees

All fees payable on or before the Effective Date pursuant to section 1930 of Title 28 of the United States Code, as determined by the Court at the Confirmation Hearing, shall be paid on or before the Effective Date.

Section 11.03 Listing On National Securities Exchange or Quotation Through Nasdaq

After the Effective Date the Debtors shall use their commercially reasonable efforts to (i) cause the shares of New Leap Common Stock issued under the Plan to be listed on a national securities exchange or quoted in the Nasdaq National Market, Nasdaq Smallcap Market or OTC bulletin board system of the National Association of Securities Dealers’ Automated Quotation System.

Section 11.04 Registration Rights Agreement

The Reorganized Debtors and certain holders of shares of New Leap Common Stock who may be deemed to be “underwriters” or “affiliates” for purposes of the Securities Act shall enter into the Registration Rights Agreement on or prior to the Effective Date.

Section 11.05 Modification or Withdrawal of the Plan

The Debtors reserve the right, in accordance with the Bankruptcy Code, to amend, modify or withdraw the Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Debtors may amend or modify the Plan, or remedy any defect or omission or reconcile any inconsistency in the Plan in such a manner as may be necessary to carry out the purpose and intent of the Plan.

Section 11.06 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of New York (without reference to the conflicts of laws provisions thereof) shall govern the construction and implementation of the Plan and any agreements, documents and instruments executed in connection with the Plan.

Section 11.07 Filing or Execution of Additional Documents

On or before the Effective Date, the Debtors shall file with the Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

Section 11.08 Withholding and Reporting Requirements

In connection with the Plan and all instruments issued in connection therewith and distributions thereon, the Leap Creditor Trust Trustee and the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions thereunder shall be subject to any such withholding and reporting requirements.

Section 11.09 Waiver of Rule 62(a) of the Federal Rules of Civil Procedure

The Debtors may request that the Confirmation Order include (a) a finding that Rule 62(a) of the Federal Rules of Bankruptcy Procedure shall not apply to the Confirmation Order, and (b) authorization for the Debtors to consummate the Plan immediately after the entry of the Confirmation Order.

Section 11.10 Headings

Headings used in the Plan are for convenience and reference only and shall not constitute a Part of the Plan for any purpose.

Section 11.11 Exhibits and Schedules

All Exhibits and Schedules to the Plan and Disclosure Statement are incorporated into and constitute a part of the Plan as if set forth herein.

Section 11.12 Notices

All notices, requests and demands hereunder to be effective shall be in writing and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Latham & Watkins LLP
Attorneys for the Debtors
633 West Fifth Street, Suite 4000
Los Angeles, California 90071
Attn: Robert A. Klyman

Kramer Levin Naftalis & Frankel LLP
Attorneys for the Committee
919 Third Avenue
New York, New York 10022
Attn: Kenneth H. Eckstein

Andrews & Kurth L.L.P.
Attorneys for Informal Vendor Debt Committee
805 Third Avenue
New York, New York 10022
Attn: Paul N. Silverstein

Office of the United States Trustee
402 West Broadway, Suite 600
San Diego, CA 92101
Attn: Tiffany L. Carroll

Section 11.13 Plan Supplement

Forms of documents relating to the Amended Debtor Certificates of Incorporation, Amended Debtor Bylaws and New Senior Notes Indenture shall be contained in

the Plan Supplement and filed with the Clerk of the Court at least 5 days prior to the date of the Confirmation Hearing. Upon its filing with the Court, the Plan Supplement may be inspected during normal Court hours. Holders of Claims may obtain a copy of the Plan Supplement upon written request to counsel the Debtors.

Section 11.14 Conflict

The terms of this Plan shall govern in the event of any inconsistency with the summaries of the Plan set forth in the Disclosure Statement.

Section 11.15 Successors And Assigns

The rights, benefits and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, trustee, administrator, successor or assign of such Person.

Section 11.16 Saturday, Sunday Or Legal Holiday

If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

Section 11.17 Post-Effective Date Effect Of Evidences Of Claims Or Interests

Notes, bonds, stock certificates and other evidences of Claims against or Interests in the Debtors, and all Instruments of the Debtors (in either case, other than those executed and delivered as contemplated hereby in connection with the consummation of the Plan), shall, effective upon the Effective Date, represent only the right to participate in the distributions contemplated by the Plan.

Section 11.18 Severability Of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan that does not govern the treatment of Claims or Interests provided for herein or the conditions to the Effective Date is held by the Court to be invalid, void, or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination, and shall provide, that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Section 11.19 Balloting

Each Holder of an Allowed Claim or an Allowed Interest entitled to vote on the Plan will receive a ballot. The ballot will contain two boxes, one indicating acceptance of the Plan and the other indicating rejection of the Plan. Holders of Allowed Claims or Allowed Interests who elect to vote on the Plan must mark one or the other box pursuant to the instructions contained on the ballot. Any executed Ballot that does not indicate acceptance or rejection of the Plan will be considered a non-vote and will not be counted as an acceptance or rejection of the Plan.

Section 11.20 No Admissions or Waiver of Objections

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed as an admission by any Debtor, the Informal Noteholder Committee, the Committee, or the Informal Vendor Debt Committee with respect to any matter set forth herein including, without limitation, liability on any Claim or the propriety of any Claims classification. The Debtors are not bound by any statements herein or in the Disclosure Statement as judicial admissions.

Section 11.21 Survival of Settlements

All Court-approved settlements shall survive consummation of the Plan, except to the extent that any provision of any such settlement is inconsistent with the Plan, in which case the provisions of the Plan shall supersede such inconsistent provision of such settlement.

Dated: _____, 2003

LEAP WIRELESS INTERNATIONAL, INC.

By: _____

Its: _____

Dated: _____, 2003

CRICKET COMMUNICATIONS HOLDINGS, INC.

By: _____

Its: _____

Dated: _____, 2003

CRICKET COMMUNICATIONS, INC.

By: _____

Its: _____

Dated: _____, 2003

[THE LICENSE HOLDING COMPANIES]

By: _____

Their: _____

Dated: _____, 2003

[THE PROPERTY HOLDING COMPANIES]

By: _____

Their: _____

Dated: _____, 2003

[THE OTHER SUBSIDIARIES]

By: _____

Their: _____