

APPENDIX A

EXHIBIT E
AMENDMENTS TO THE AGREEMENT

1. The definition of "FCC Rules" in Section 1.01 of the Agreement is hereby amended and restated in its entirety to read as follows:

""FCC Rules" means Title 47 of the Code of Federal Regulations, as amended at any time and from time to time, and any and all FCC decisions and policies issued pursuant to such regulations and the Communications Act, as hereinafter defined."

2. Section 5.04(iii) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(iii) filings with and approvals of the Federal Communications Commission (the "FCC") as required under the Communications Act of 1934, as amended, (the "Communications Act") and the FCC Rules,"

3. Section 6.04(iii) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(iii) filings with and approvals of the FCC as required under the Communications Act and the FCC Rules,"

4. Section 2.02(iv) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(iv) the rights in and to the FCC Licenses listed on Schedule 2.02(iv), and any Company Pending Applications that are granted and licenses that are issued as a result thereof by the FCC to any Seller during the period from the date of this Agreement to the Closing Date (the "Company FCC Licenses");"

5. The second sentence of Section 5.06(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

"For the avoidance of doubt, the foregoing sentence of this Section 5.06(a) does not apply to Sellers' rights, titles, if any, and interests under (i) the Real Property Leases, which are instead addressed in Section 5.07 or (ii) FCC Licenses, which are instead addressed in Sections 5.11, 5.12 and 5.13."

6. Section 7.26(b) (Favorable Title Ruling) of the Agreement is hereby amended and restated in its entirety to read as follows

"(b) Favorable Title Ruling.

(i) If the Bankruptcy Court rules that a Seller has good title to the Common Equipment and that Seller is entitled to transfer good title to such Common Equipment to Purchaser free and clear of all Liens (other than those that would be terminated at the Closing pursuant to the Approval Order), then such

Seller shall transfer such Common Equipment to Purchaser at the Closing as provided in this Agreement.

(ii) In the event that a Seller rejects an Affected Lessor's spectrum lease, then (A) Sellers shall, at their sole option, either continue to operate and permit such Affected Lessor to use the Common Equipment until the Closing Date or, if Sellers cease to operate such Common Equipment, will provide such Affected Lessor with thirty (30) days prior written notice of ceasing to operate such equipment and (B) subject to subsection (iv) of this Section 7.26(b), (x) after the Closing and for so long as Purchaser continues to operate the Common Equipment, Purchaser will provide such Affected Lessor with free use of and physical access to such Common Equipment; (y) if Purchaser ceases to use the Common Equipment, then Purchaser shall (1) provide written notice of such discontinuance to the Affected Lessor, and (2) grant the Affected Lessor a one time option to purchase or otherwise acquire the Common Equipment within thirty (30) days of the date of such notice, on the terms and conditions (other than with respect to the timing of the purchase or acquisition) set forth in the Affected Lessor's rejected spectrum lease, and (z) if Purchaser wishes to terminate, not renew or otherwise abandon a Tower Site Lease with respect to a Transmission Tower or Tower Site upon which Common Equipment is located or otherwise ceases to use such Transmission Tower or Tower Site, Purchaser shall offer to assign such Tower Site Lease to the Affected Lessor subject to the receipt of any third party consents and approvals that may be necessary in connection with such assignment; *provided, however*, that Purchaser shall have no obligation to incur any out-of-pocket costs or expenses in connection with such assignment (including, without limitation, legal fees and expenses) unless Purchaser has received a written undertaking from the Affected Lessor (in form and substance satisfactory to Purchaser), to reimburse or pay Purchaser for such reasonable costs or expenses or otherwise enters into a similar expense arrangement that is satisfactory to Purchaser, in which case Purchaser shall use its commercially reasonable efforts to facilitate such assignment; *provided, further*, that the Affected Lessor must accept Purchaser's offer to assign such Tower Site Lease within thirty (30) days after the date of written notice of such offer.

(iii) If an Affected Lessor fails to exercise its option to purchase or acquire the Common Equipment or assume the Tower Site Lease within the aforementioned thirty (30)-day periods, Purchaser shall have no further obligation to sell, assign, transfer or otherwise convey the Common Equipment or the related Tower Site Lease, as applicable, to the Affected Lessor and shall have no further obligation to provide use of or physical access to such Common Equipment to the Affected Lessor.

(iv) Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, Purchaser's obligation to comply with the provisions of Section 7.26(b)(ii) are conditioned upon Purchaser receiving a written agreement and acknowledgment from the Affected Lessor addressed to Purchaser

to the effect that: (A) Purchaser is in no way assuming any of the obligations under the rejected spectrum lease (or under any other spectrum lease which is not included in the final Acquired Assets); (B) although Purchaser will grant free use of the Common Equipment as provided in Section 7.26(b)(ii), Purchaser will not have any obligation to maintain such Common Equipment or any responsibility for the functionality of that Common Equipment; (C) the Affected Lessor will not be entitled to physical access to Common Equipment unless (i) Purchaser will incur no fees, charges, expenses or other costs in connection with providing such access, (ii) Purchaser gives its prior written consent to such access (such consent not to be unreasonably withheld or delayed), and (iii) either Purchaser's Tower Site Lease expressly permits Purchaser to allow such Affected Lessor to have physical access to the Common Equipment or such Affected Lessor has obtained written permission to physically access the Common Equipment from the lessor under the Tower Site Lease; (D) if Purchaser consents to the Affected Lessor receiving physical access to the Common Equipment as contemplated in the preceding clause (C), the Affected Lessor must (i) comply with any and all reasonable conditions imposed by Purchaser in connection with granting such access, including, without limitation, any requirement that such access occur under the supervision of Purchaser's designated technical specialists and in a manner that does not interfere with the operation of the Transmission Tower or premises, (ii) in a writing signed by Purchaser and such Affected Lessor, to the extent permitted by law, indemnify Purchaser and hold Purchaser harmless from and against any loss, cost or damage suffered or incurred by Purchaser or any claim against Purchaser that may arise from or in connection with the Affected Lessor's physical access to the Common Equipment and/or entry to the premises, Transmission Tower or Tower Site, (iii) maintain comprehensive general liability (occurrence) insurance in an amount of not less than \$1,000,000 covering any accident, injury or claim for damages or other recourse arising in connection with Purchaser granting physical access to the Common Equipment and/or entry to the premises, Transmission Tower or Tower Site to the Affected Lessor, to be evidenced by delivering to Purchaser, prior to the Affected Lessor physically accessing the Common Equipment and/or entering the premises, Transmission Tower or Tower Site, a certificate of insurance that names the Purchaser as an additional insured thereunder, or in the event that the Affected Lessor is a governmental instrumentality that is self-insured under state law, provides evidence of self-insurance in an amount not less than \$1,000,000; and (iv) restore the premises, Transmission Tower and Tower Site and any improvements thereto to the condition in which the same were found before any such entry upon the premises, Transmission Tower or Tower Site was undertaken; (E) the duration of any right to use the Common Equipment shall cease upon the earlier to occur of (i) the expiration of the thirty (30) day offer period within which to purchase or acquire the Common Equipment after Purchaser discontinues use of the Common Equipment, or (ii) the expiration of the thirty (30) day offer period within which to assume a Tower Site Lease as contemplated in Section 7.26(b)(ii)(C); (F) the Affected Lessor may not assign its right to use Common Equipment or its right to assume a Tower Site Lease and any attempt to do so will terminate the Affected

Lessor's right to assume such Tower Site Lease and any right to use such Common Equipment; and (G) Purchaser's obligations under this Section 7.26(b) shall immediately terminate without liability to Purchaser if the Affected Lessor leases the spectrum under its FCC License to any Person other than Purchaser or one of its Affiliates.

(v) For the avoidance of doubt, the provisions of this Section 7.26(b) shall be applied on a site-by-site basis with respect to the Common Equipment located at such site and neither Sellers nor Purchaser shall have any obligation to operate, provide use of or access to Common Equipment to an Affected Lessor at any other Transmission Tower or Tower Site."

7. Section 7.29(b) (Third Party Dedicated Equipment) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Subject to the provisions of Section 7.29(a), within six (6) months after the Closing Date, Sellers shall sell, assign, transfer, convey and deliver all of their respective right, title and interest in and to any Third Party Dedicated Equipment at its fair market value to the third party holder of the ITFS FCC License to whom such equipment's use is dedicated, on reasonable terms and conditions otherwise satisfactory to Sellers. Prior to any such sale, Sellers shall permit such ITFS FCC licensees to continue to use such equipment free of charge; *provided, however*, that Sellers shall have no obligation to maintain, repair, insure or operate any Third Party Dedicated Equipment or any responsibility for the functionality of such equipment. If and to the extent that Sellers do not sell, assign, transfer or otherwise dispose of any such equipment within six (6) months after the Closing Date, then Sellers shall execute a bill of sale to assign and transfer the remaining equipment not so disposed of to Purchaser at no cost to Purchaser; *provided, however*, that if prior to such date Sellers have entered into an agreement to sell, assign, transfer or otherwise dispose of any such remaining equipment, Sellers shall transfer the same to Purchasers only if and when such agreement is terminated prior to the consummation of such sale, assignment, transfer or other disposition."

8. The following paragraph shall be inserted as a new paragraph at the end of Section 7.29(b) (Third Party Dedicated Equipment) of the Agreement:

"If any Third Party Dedicated Equipment is located on a portion of an acquired Transmission Tower or a Transmission Tower or Tower Site that is the subject of an acquired Tower Site Lease, after the Closing, Purchaser shall provide the owner of such equipment with continued authorization to locate that Third Party Dedicated Equipment on Purchaser's leased portion of that Transmission Tower or Tower Site, or if that Transmission Tower is an acquired Transmission Tower, on the portion of that Transmission Tower where such Third Party Dedicated Equipment is located as of the date of this Agreement, on commercially reasonable terms (including economic terms) to be agreed between Purchaser and the owner of such equipment; *provided, however*, that

(i) Purchaser's obligations under this Section 7.29 with respect to the Third Party Dedicated Equipment shall immediately terminate without liability to Purchaser if the owner of such equipment leases the spectrum under its FCC License to any Person other than Purchaser or one of its Affiliates, (ii) the owner of the Third Party Dedicated Equipment may not assign its right to locate the Third Party Dedicated Equipment on the applicable Transmission Tower or Tower Site and any attempt to do so will terminate Purchaser's obligation to permit the owner of such equipment to locate such Third Party Dedicated Equipment on such Transmission Tower or Tower Site, (iii) Purchaser is in no way assuming any of the obligations under any rejected spectrum lease relating to such Third Party Dedicated Equipment, (iv) although Purchaser will authorize the continued location of Third Party Dedicated Equipment on Transmission Towers or Tower Sites as contemplated above, Purchaser will not have any obligation to maintain Third Party Dedicated Equipment, any Transmission Tower or any Tower Site or any responsibility for the functionality of any Third Party Dedicated Equipment, any Transmission Tower or any Tower Site, (v) Sellers shall be authorized to locate any Third Party Dedicated Equipment it may own upon the premises or Transmission Tower where it is located as of the date of this Agreement for the six (6)-month period following the Closing Date free of charge, and (vi) the duration of any authorization to locate Third Party Dedicated Equipment on any portion of any Transmission Tower or Tower Site pursuant to this paragraph shall terminate, with reasonable prior notice to the owner of such equipment, upon the earlier to occur of (A) Purchaser's discontinued use of any essential equipment currently located on the Transmission Tower or Tower Site, or (B) Purchaser's termination or abandonment of the Tower Site Lease or Transmission Tower, as applicable. For the avoidance of doubt, if Sellers sell, assign, transfer or otherwise dispose of any Third Party Dedicated Equipment after the Closing in compliance with Sellers' obligations under this Section 7.29, then provided such assignee or transferee is the holder of the ITFS FCC License to whom such equipment's use is dedicated, Purchaser shall provide the new owner of such equipment with the same rights as set forth in this paragraph (other than the rights set forth in subsection (v) of this paragraph), provided that the new owner and Purchaser can agree upon commercially reasonable terms for the continued location of the equipment on Purchaser's leased portion of that Transmission Tower or Tower Site, or if that Transmission Tower is an acquired Transmission Tower, on the portion of that Transmission Tower where such Third Party Dedicated Equipment is located as of the date of this Agreement."

9 The following items shall be added at the end of the Tower Site Leases portion of Schedule 2.02(i) (Real Property Leases) of the Agreement, such items to be additional Tower Site Leases:

State	Market	Lessor	Site Address	Expiration Date	Monthly Payment
CA	Los Angeles	MultiInvestment Assoc.	3375 Rio Honda El Monte, CA	2006.03.16	2,659.00
CA	Los Angeles	Bedford Property	3002 Dow Ave Tustin, CA	2006.01.31	2,878.00

APPENDIX B

DECLARATION OF JOHN COAKLEY

I am employed by WorldCom, Inc. as Director, Corporate Development.

I was responsible for negotiating the Asset Purchase Agreement ("Purchase Agreement") dated July 8, 2003 for the sale of substantially all of the assets of WorldCom Broadband Solutions, Inc. (the "Assets") to Nextel Spectrum Acquisition Corp. ("Nextel"), a subsidiary of Nextel Communications, Inc., for \$144 million in cash and non-cash consideration consisting of a 3 year extension of a customer contract between subsidiaries of WorldCom, Inc. and Nextel Communications, Inc.

The Purchase Agreement was amended on July 22, 2003 to modify, among other things, Sections 7.26 and 7.29 (the "Modifications"). The Modifications expanded and clarified the rights of spectrum lessors to access certain equipment and towers used or useful for their operations.

In exchange for WorldCom and Nextel agreeing to make the Modifications, various ITFS and MMDS lessors (the "Spectrum Lessors"), who had filed with the Bankruptcy Court objections or limited objections to the sale of the Assets, agreed to withdraw their objections. There was no other consideration, cash or non-cash, given by WorldCom to the Spectrum Lessors, or from the Spectrum Lessors to WorldCom. Further, there was no written or verbal agreement between WorldCom and the Spectrum Lessors that would prohibit the Spectrum Lessors from filing petitions to deny, informal objections or any other pleadings with the Federal Communications Commission ("FCC") in response to the assignment of license applications to be filed by WorldCom to assign to Nextel the FCC Licenses that are part of the Assets.

I declare under penalty of perjury that the foregoing statement is true and correct to the best of my knowledge and belief.

By. 

John Coakley

Date: 8-5-03

DECLARATION OF JOHN WILLMOTH

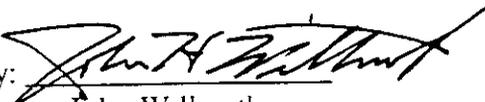
I am employed by Nextel Communications, Inc as Vice President.

I was responsible for negotiating the Asset Purchase Agreement ("Purchase Agreement") dated July 8, 2003 for the sale of substantially all of the assets of WorldCom Broadband Solutions, Inc. (the "Assets") to Nextel Spectrum Acquisition Corp ("Nextel"), a subsidiary of Nextel Communications, Inc, for \$144 million in cash and non-cash consideration consisting of a 3 year extension of a customer contract between subsidiaries of WorldCom, Inc. and Nextel Communications, Inc

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I declare under penalty of perjury that the foregoing statement is true and correct to the best of my knowledge and belief.

By: 
John Willmoth

Date August 5, 2003

Exhibit III.14

EXHIBIT III.14

Nextel Communications, Inc. owns 100% of Nextel WIP Corp. Nextel WIP Corp. owns about 32% of Nextel Partners, Inc.¹ Therefore, Nextel Communications, Inc., the parent company of Nextel Spectrum Acquisition Corp., has an indirect ownership interest in the communications company Nextel Partners, Inc.

Nextel Partners, Inc. is a publicly-traded, 800 MHz licensee affiliated with Nextel Communications and serving over 800,000 subscribers in medium and smaller markets throughout the U.S. The call signs of the numerous 800 MHz stations licensed to Nextel Partners, Inc. are available via the Commission's Universal Licensing System.

¹ Based on Nextel Communications, Inc.'s 2002 10-K filing with the Securities and Exchange Commission, filed March 27, 2003, reporting Nextel Communications' ownership of Nextel Partners, Inc. as of December 31, 2002.