

POPULAR INC
Form 8-K
September 19, 2008

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

September 19, 2008

Popular, Inc.

(Exact name of registrant as specified in its charter)

Puerto Rico

0-13818

66-0667416

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

209 MUNOZ RIVERA AVE, POPULAR
CENTER BUILDING, HATO REY , Puerto
Rico

00918

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

787-765-9800

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

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Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 8.01 Other Events.

On September 3, 2008, Popular, Inc. (the "Corporation") filed a Form 8-K with the Securities and Exchange Commission disclosing that on August 29, 2008, Popular Mortgage Servicing, Inc. ("PMSI"), Equity One, Inc. ("Equity One"), Equity One, Incorporated, Equity One Consumer Loan Company, Inc., Popular FS, LLC, E-LOAN Auto Fund Two, LLC, and Popular Financial Services, LLC, the Corporation and Popular North America, Inc., (collectively the "Sellers") and Goldman Sachs Mortgage Company, Goldman, Sachs & Co., and Litton Loan Servicing, LP (collectively "the Purchasers") entered into an Asset Purchase Agreement (the "Agreement") contemplating the sale by the Sellers of approximately \$1.2 billion in loans and mortgage servicing assets of subsidiaries of Popular Financial Holdings to the Purchasers. Pursuant to the Agreement and subject to receipt of any necessary consents and approvals and satisfaction of any other necessary conditions, it is anticipated that, on or shortly after the expected closing date in the fourth quarter of 2008, Litton Loan Servicing, LP will be the replacement, successor or assignee servicer in, to and under the pooling and servicing agreements and related agreements pursuant to which Equity One is currently the servicer in transactions under the Popular ABS securitization platform and in other transactions sponsored by third parties pursuant to which Equity One is currently the servicer. In all such transactions PMSI currently acts as subservicer for Equity One. Attached as Exhibit 99.1 is a list of the transactions in which it is expected that Litton Loan Servicing, LP will act as replacement, successor or assignee servicer.

Item 9.01 Financial Statements and Exhibits.

99.1 List of Transactions Subject to Servicing Transfer

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Popular, Inc.

September 19, 2008

By: Ileana Gonzalez

Name: Ileana Gonzalez

Title: Senior Vice President and Comptroller

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
99.1	List of Transactions Subject to Servicing Transfer

the Effective Time shall be the managers of the Surviving LLC and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving LLC, in each case until the earlier of their respective deaths, resignations or removals or until their respective successors are duly elected or appointed and qualified, as the case may be.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption . At the Effective Time, the Company shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of Merger Sub, and all of the assets and property of whatever kind and character of the Merger Sub shall vest in the Company without further act or deed; thereafter, the Company, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Merger Sub, and any claim or judgment against Merger Sub may be enforced against the Company, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances . If at any time the Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of Merger Sub, or otherwise to carry out the provisions hereof, the proper representatives of the Merger Sub as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV

COVENANTS OF PARENT

SECTION 4.01. PacketVideo Option Plan . From and after the Effective Time, Parent shall constitute a “Corporate Parent” under the 2005 Equity Incentive Plan of PacketVideo Corporation and shall take all actions required under such plan in connection with any public offering of the Common Stock on Form S-1 , including reserving the appropriate number of shares of Common Stock for issuance upon the exercise of options and other awards under such plan in accordance with Section 12 of the plan .

SECTION 4.02. CYGNUS Option Plan . From and after the Effective Time, Parent shall constitute a “Corporate Parent” under the 2004 Stock Option Plan of CYGNUS Communications, Inc. (“**CYGNUS**”) and shall take all actions required under such plan and the Amendment to Standard Terms and Conditions Relating to Incentive Stock Options from and after the Listing Date, as defined in such plan, including issuing the appropriate number of shares of Common Stock as provided therein.

SECTION 4.03. Non-Recourse Notes. As soon as practicable following the Effective Time, in accordance with Section 7.01 of the Indenture (the “**Indenture**”), dated as of April 13, 2005, by and between the Company and

JPMorgan Chase Bank, N.A. (the "**Trustee**"), Parent shall take all actions necessary or required pursuant to the Indenture.

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ARTICLE V

TERMINATION

SECTION 5.01. Termination . This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of each of the parties to this Agreement;

(b) by any of the parties to this Agreement, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the transactions contemplated by this Agreement is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 5.02. Effect of Termination . If this Agreement is terminated pursuant to Section 5.01 of this Agreement, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers .

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by each of the parties hereto.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration . All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Company and Merger Sub, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Company and Merger Sub with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns . The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

SECTION 6.04. Governing Law . This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

SECTION 6.05. Counterparts; Effectiveness . This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

SECTION 6.06. Headings . The headings contained in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of

this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NEXTWAVE WIRELESS INC.

By: /s/ Frank A. Cassou

Name: Frank A. Cassou
Title: Executive Vice President

NW MERGER LLC

By its Member, NextWave Wireless Inc.

By: /s/ Frank A. Cassou

Name: Frank A. Cassou
Title: Executive Vice President

NEXTWAVE WIRELESS LLC

By: /s/ Frank A. Cassou

Name: Frank A. Cassou
Title: Executive Vice President

**FORM OF CERTIFICATE OF MERGER
CERTIFICATE OF MERGER
OF
NW MERGER LLC
(A DELAWARE LIMITED LIABILITY COMPANY)
INTO
NEXTWAVE WIRELESS LLC
(A DELAWARE LIMITED LIABILITY COMPANY)**

Dated: November __, 2006

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company formed and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY THAT:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

Name	Jurisdiction of Formation or Organization
NextWave Wireless LLC	Delaware
NW Merger LLC	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, executed and acknowledged by (i) NW Merger LLC, a Delaware limited liability company (the "Non-Surviving LLC") and (ii) NextWave Wireless LLC, a Delaware limited liability company (the "Surviving LLC").

THIRD: The name of the surviving domestic limited liability company is NextWave Wireless LLC.

FOURTH: The merger of the Non-Surviving LLC into the Surviving LLC shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the Surviving LLC. The address of such place of business of the Surviving LLC is 75 Holly Hill Lane, Suite 200, Greenwich, Connecticut 06830.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving LLC, on request and without cost, to any member or person holding an interest in Surviving LLC and any member or person holding an interest in the Non-Surviving LLC.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, NextWave Wireless LLC has caused this Certificate of Merger to be duly executed as of the date first written above.

NEXTWAVE WIRELESS LLC

By: _____

Name:

Title:

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PART II.
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. *Indemnification of Directors and Officers*

Section 145 of the Delaware General Corporation Law permits our board of directors to indemnify any person against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit, or proceeding in which such person is made a party by reason of his or her being or having been a director, officer, employee, or agent of us, or serving or having served, at our request, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act. The statute provides that indemnification pursuant to its provisions is not exclusive of other rights of indemnification to which a person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise.

We have adopted provisions in our certificate of incorporation and bylaws that limit the liability of our directors and officers for any loss, claim or damage incurred by reason of any act or omission performed or omitted by such person on our behalf and in good faith and in a manner reasonably believed to be within the scope of the authority conferred on such person by our bylaws. However, a director or officer will be liable for any act or omission (i) not performed or omitted in good faith or which such person did not reasonably believe to be in our best interests or which involved intentional misconduct or knowing violation of the law or (ii) from which such person received an improper personal benefit.

We will advance the costs incurred by or on behalf of any director or officer in connection with any indemnified loss within 20 days after we receive a detailed statement providing reasonable documentation of such costs and providing a written undertaking stating that such person will repay all advanced costs if it is later determined that such individual was entitled to indemnification by us. We believe that the limitation of liability provision in our by-laws will facilitate our ability to continue to attract and retain qualified individuals to serve as directors and officers.

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Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits

INDEX TO EXHIBITS

Number	Description
2.1	Third Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of NextWave Personal Communications Inc., NextWave Power Partners Inc., NextWave Partners Inc., NextWave Wireless Inc. and NextWave Telecom Inc., dated January 21, 2005 (incorporated by reference to Exhibit 2.1 to the Registration Statement on Form 10 of NextWave Wireless LLC filed May 1, 2006 (the "Form 10"))**
2.2	Agreement and Plan of Merger, dated as of May 25, 2005, by and among NextWave Wireless LLC, PVC Acquisition Corp., PacketVideo Corporation and William D. Cvengros, as the Stockholder Representative (incorporated by reference to Exhibit 2.2 to Amendment #1 to the Registration Statement on Form 10 of NextWave Wireless LLC filed June 29, 2006 ("Amendment #1 to the Form 10"))**
2.3	Agreement and Plan of Merger, dated as of November 7, 2006, among NextWave Wireless Inc., NW Merger LLC and NextWave Wireless LLC (included as Annex A to this registration statement)
3.1	Amended and Restated Certificate of Incorporation of NextWave Wireless Inc.
3.2	Amended and Restated Bylaws of NextWave Wireless Inc.
4.1	Specimen common stock certificate
4.2	Form of Station 4, LLC Warrant (incorporated by reference to Exhibit 4.2 to the Form 10)**
4.3	Indenture, dated April 13, 2005, by and between NextWave Wireless LLC and JPMorgan Chase Bank, N.A., as trustee (with respect to \$149,000,000 Non-Recourse Secured Notes) (incorporated by reference to Exhibit 4.2 to the Form 10)**
4.4	Purchase Agreement, dated as of July 17, 2006, among NextWave Wireless LLC, as issuer, NextWave Broadband Inc., NW Spectrum Co., AWS Wireless Inc., and PacketVideo Corporation, as subsidiary guarantors, the note purchasers party thereto and The Bank of New York, as collateral agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K/A of NextWave Wireless LLC filed September 8, 2006)**
4.5	Warrant Agreement, dated as of July 17, 2006, among NextWave Wireless Inc. and the Holders listed on Schedule I thereto (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K of NextWave Wireless LLC filed July 21, 2006 (the "July 21, 2006 Form 8-K"))**
4.6	Registration Rights Agreement, dated as of July 17, 2006, among NextWave Wireless Inc. and the Purchasers listed on Schedule I thereto (incorporated by reference to Exhibit 4.3 to the July 21, 2006 Form 8-K)**
5.1	Opinion of Weil, Gotshal & Manges LLP

- 8.1 Opinion of Weil, Gotshal & Manges LLP regarding certain U.S. Federal tax aspects of the merger
- 10.1 NextWave Wireless LLC 2005 Units Plan (incorporated by reference to Exhibit 10.1 to the Form 10)**
- 10.2 PacketVideo Corporation 2005 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to the Form 10)**
- 10.3 CYGNUS Communications, Inc. 2004 Stock Option Plan (incorporated by reference to Exhibit 10.3 to the Form 10)**
- 10.4 Acquisition Agreement by and among NextWave Telecom Inc., Cellco Partnership D/B/A Verizon Wireless and VZW Corp., dated as of November 4, 2004 (incorporated by reference to Exhibit 10.4 to the Form 10)**
- 10.5 Option Agreement between NextWave Wireless LLC and Manchester Financial Group LP (incorporated by reference to Exhibit 10.5 to the Form 10)**
- 10.6 NextWave Wireless LLC 2005 Units Plan Option Award Agreement (incorporated by reference to Exhibit 10.6 to Amendment #1 of the Form 10)**
- 10.7 Acquisition Agreement, dated as of May 9, 2006, by and among (i) NextWave Wireless LLC, (ii) NW Spectrum Co., (iii) WCS Wireless, Inc., (iv) Columbia WCS III, Inc., (v) TKH Corp., (vi) Columbia Capital Equity Partners III (Cayman), L.P., the sole stockholder of Columbia WCS III, Inc., (vii) each of the stockholders of TKH Corp., namely, Aspen Partners Series A, Series of Aspen Capital Partners, L.P., Oak Foundation USA, Inc., Enteraspenn Limited, and The Reed Institute dba Reed College and (viii) Columbia Capital, LLC, as the Stockholder Representative (incorporated by reference to Exhibit 10.7 to Amendment #1 of the Form 10)**
- 10.8 Spectrum Acquisition Agreement, dated as of October 13, 2005, between NextWave Broadband Inc. and Bal-Rivgam, LLC (incorporated by reference to Exhibit 10.8 to Amendment #1 of the Form 10)**

Number	Description
10.9	Guaranty, dated as of July 17, 2006, by and among NextWave Broadband, Inc., NW Spectrum Co., AWS Wireless Inc., PacketVideo Corporation and The Bank of New York, as Collateral Agent (incorporated by reference to Exhibit 10.1 to the July 21, 2006 Form 8-K)**
10.10	Parent Guaranty, dated as of July 17, 2006, between NextWave Wireless Inc. and The Bank of New York, as Collateral Agent (incorporated by reference to Exhibit 10.2 to the July 21, 2006 Form 8-K)**
10.11	Pledge and Security Agreement, dated as of July 17, 2006, by and among NextWave Wireless LLC, the undersigned direct and indirect subsidiaries of NextWave Wireless LLC, each additional Grantor that may become a party thereto and The Bank of New York, as Collateral Agent (incorporated by reference to Exhibit 10.3 to the July 21, 2006 Form 8-K)**
11.1	Statement of Computation of Earnings Per Share (required information contained in this Registration Statement)
21.1	Subsidiaries of the registrant (incorporated by reference to Exhibit 21.1 to Amendment #1 of the Form 10)**
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
23.2	Consent of Moss Adams LLP, Independent Registered Public Accounting Firm
23.3	Consent of Weil, Gotshal & Manges LLP (included in Exhibit 5.1)
23.4	Consent of Weil, Gotshal & Manges LLP (included in Exhibit 8.1)

* To be filed by amendment.

** Incorporated by reference.

(b) *Financial Statement Schedule*

Report of Independent Registered Public Account Firm

Schedule II—Valuation and Qualifying Accounts for the period from Inception (April 13, 2005) to December 31, 2005.

Except for the Financial Statement Schedule set forth above, all other required Schedules have been omitted since the information is either included in the consolidated financial statements, not applicable or not required.

(c) *See Exhibit Index*

Item 22. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.
- (5) That every prospectus (i) that is filed pursuant to paragraph (4) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act of 1933 and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (6) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (7)

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To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

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- (8) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.
- (9) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 7, 2006 .

NextWave Wireless Inc.

By: /s/ Frank A. Cassou

Frank A. Cassou
*Executive Vice President - Corporate Development and
Chief Legal Counsel, Secretary*

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated and on November 7, 2006.

Name	Title
/s/ Allen Salmasi* Allen Salmasi	Chairman of the Board of Directors, Chief Executive Officer and President (Principal Executive Officer)
/s/ George C. Alex* George C. Alex	Executive Vice President - Chief Financial Officer (Principal Financial Officer)
/s/ Fran J. Harding* Fran J. Harding	Senior Vice President - Corporate Controller (Principal Accounting Officer)
/s/ Frank A. Cassou Frank A. Cassou	Director
/s/ Kevin M. Finn* Kevin M. Finn	Director
Douglas F. Manchester	Director
Jack Rosen	Director
/s/ Robert T. Symington* Robert T. Symington	Director
/s/ William H. Webster* William H. Webster	Director

*By: /s/ Frank A. Cassou
Attorney-in-fact

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23.4	Consent of Weil, Gotshal & Manges LLP (included in Exhibit 8.1)

* To be filed by amendment.

** Incorporated by reference.