Craig Wireless Systems Ltd.
6th Floor, 177 Lombard Avenue
Winnipeg, MB R3B 0W5

t: 204.925.9125 f: 204.488.2710

July 11, 2008 **CONFIDENTIAL**

Boyd Craig
Drew Craig

Dear Mr. B. Craig and Mr. D. Craig:

Re: Craig Wireless Systems Ltd. Debt Refinancing

The purpose of this commitment letter (the "**Commitment Letter**") is to set out the general terms and conditions by which the Lenders and the Company (as such terms are defined below) agree to move forward with a debt refinancing of the Company. It is the intent of this commitment letter to set out with sufficient particularity the details of the agreements contemplated between, and by, the Lenders and the Company so that the parties may know the general terms of the formal set of agreements to be developed between, and by, them.

Issuer:	Craig Wireless Systems Ltd. (or "**Craig Wireless**", or the "**Company**").
Facility:	The existing (approximately) \$6.6 million facility to be rolled in to a new non-assignable \$11.6 million facility (the "**Loan**"). The incremental \$5 million will be funded as follows: (i) \$2.5 million to be funded on the Closing Date (as hereinafter defined); and (ii) \$2.5 million to be funded on September 1, 2008.
Closing Date:	July 21, 2008 or such earlier or later date that the parties may agree to (the "**Closing Date**").
Lenders:	Boyd Craig and Drew Craig or their respective holding companies (in equal amounts) (the "**Lenders**").
Maturity Date:	One year from the Closing Date (the "**Maturity Date**").
Interest:	15% per annum (the "**Interest Rate**"), payable quarterly in arrears on March 31st, June 30th, September 30th and December 31st of each year (each an "**Interest Payment Date**") commencing September 30th, 2008. The September 30th, 2008 interest payment will represent accrued interest for the period from Closing to, but excluding, September 30th, 2008. 80% of the interest shall be paid in cash within two business days of the Interest Payment Date and, subject to receiving all applicable regulatory approvals, 20% of the interest (the "**20% Share Pay Portion**") shall be paid by issuing and delivering Craig Wireless Subordinate Voting Shares (the "**Subordinate Voting Shares**") to the Lenders in lieu of cash at a price equal to the weighted-average trading price of the Subordinate Voting Shares on the Toronto Stock Exchange for the five trading days preceding the Interest Payment Date. In order to facilitate the calculation and issuance of the number of Subordinate Voting Shares issueable as payment for interest, the number of such shares shall be calculated and issued as of the Interest Payment Date, and may be delivered to the Lenders (or as they may direct) within five business days of such date. Boyd Craig shall also be paid interest at the Interest Rate (being 15% per annum) on the existing loan facility of \$6.6 million he has been providing for the period from June 19, 2008 to the Closing Date. 80% of the interest shall be paid in cash

	within two business days of the Closing Date and, subject to receiving all applicable regulatory approvals, 20% of the interest shall be paid in lieu of cash by issuing and delivering Subordinate Voting Shares at a price equal to the weighted-average trading price of the Subordinate Voting Shares on the Toronto Stock Exchange for the five trading days preceding the later of the Closing Date or the date of approval by the Toronto Stock Exchange of the issuance. Such shares shall be delivered within the greater of five business days of the Closing Date and five business days from the date of approval by the Toronto Stock Exchange of the issuance.
Repayment Privilege:	The Loan may be repaid at any time and from time to time, in whole or in part (in increments of $100,000) at the option of the Company on not less than 30 days prior notice, and upon payment of all (or a portion of, as the case may be) of the then outstanding principal amount of the Loan, plus accrued and unpaid interest thereon, if any.
Security and Structure of Loan:	The Loan shall be evidenced by promissory notes (the "**Notes**") secured by a general security agreement issued by the Company, and secured guarantees of each of the subsidiaries of the Company, such security, subject to any required regulatory approvals, to specifically include a first charge on the Norwegian license of the Company**.** The loan will be structured in the manner in which the tax and legal advisers for the Company and the Lenders may advise so as to provide the best tax consequences for the parties.
Special Rights:	(1) The Lenders shall have the right to consent to any new debt financing. (2) Subject to all necessary regulatory approvals, including for greater certainty any necessary shareholder approvals, upon maturity of the Loan, the Lenders shall have the right to convert all or part of the Loan to Subordinate Voting Shares at a price equal to the weighted-average trading price of the Subordinate Voting Shares on the Toronto Stock Exchange for the five trading days preceding the Maturity Date (the "**Conversion Right**"). The Company shall use its reasonable best efforts to ensure, if applicable, that a resolution to approve the potential issuance of shares in connection with the Conversion Right is considered at the next meeting of shareholders of the Company; (3) In the event that any of the assets of the Company are sold prior to the Maturity Date, at the option of the Lenders, the net proceeds from such sale shall be applied in repayment of the Loan. (4) The Lenders must approve of the Company's annual budget and business plan.
Change of Control:	Upon a Change of Control involving the acquisition of voting control or direction over 50.0% or more of the Subordinate or Multiple Voting Shares and securities convertible into or carrying the right to acquire Subordinate or Multiple Voting Shares of the Company (a "**Change of Control**"), the Company will be required to either (i) redeem; or (ii) make an offer to purchase (the "**Offer to Purchase**") the Notes at a price equal to 101% of the principal amount of the Notes plus accrued and unpaid interest thereon, to the date of purchase.
Use of Proceeds:	The net proceeds of the Loan will be used for general corporate operating

	purposes and shall not be used to acquire any other assets without the prior written consent of the Lenders.
Commission:	Nil.
Agents:	N/A.

If you are in agreement with the terms of this Commitment Letter, please sign in the space provided below and return a signed copy to us via facsimile to **204-957-4266** or other electronic transmission, with the original to follow.

The Parties hereto acknowledge and agree that this Commitment Letter represents a binding commitment of the Lenders to make the loan and of the Company to accept the Loan upon the terms and conditions set forth herein and the parties acknowledge and agree that definitive agreements will be prepared and executed as soon as possible following the execution of this Commitment Letter that reflect the terms and conditions hereof.

Yours truly,

CRAIG WIRELESS SYSTEMS LTD.

Per: *(signed) David Lazzarato*
David Lazzarato

ACCEPTANCE

The foregoing Commitment Letter and the terms and conditions thereof be and is hereby accepted this 14th day of July, 2008.

(signed) Boyd Craig

Boyd Craig

(signed) Drew Craig

Drew Craig