STRICTLY CONFIDENTIAL

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of March 26, 2010.

BETWEEN:

Inukshuk Wireless Partnership,
a partnership existing under the laws of Ontario
(the "**Purchaser**"),

\- and -

Craig Wireless British Columbia Inc.,
a corporation existing under the laws of Canada ("**CWBC**"),

\- and -

Craig Wireless Manitoba Inc.,
a corporation existing under the laws of Canada ("**CWM**" and, collectively with CWBC, the "**Vendor**").

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Acceptable Terms**" means, in respect of the BRS Licenses, substantially the same terms (excluding geographic coverage but including term of licence, fees and other material conditions of licence) as in the broadband radio service licenses issued by Industry Canada to the Purchaser as published on Industry Canada's website at http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09709.html (letter from Industry Canada to Purchaser) and http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09727.html (terms and conditions attached to licence) and subject to any necessary changes that might be made following Industry Canada's BRS consultation process, unless and to the extent that the Purchaser otherwise agrees in writing;

"**Affiliate**" has the meaning ascribed thereto in Section 1.2 of National Instrument 45-106 - *Prospectus and Registration Exemptions* as in effect on the date hereof;

"**Agreement**" means this definitive agreement as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

"**Applicable Law**" means, with respect to any Person, any domestic or foreign, federal, national, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a

Governmental Authority that is binding upon or applicable to such Person as amended unless expressly specified otherwise;

"**Board**" means, collectively, the board of directors of CWBC and the board of directors of CWM, as the same are constituted from time to time;

"**Broadcasting Act**" means the *Broadcasting Act* (Canada);

"**BRS Licenses**" means the broadband radio service licenses to be issued by Industry Canada to the Vendor upon conversion of the Vendor's MDS Authorizations, as listed in Part 1 of Schedule "A";

"**Business Day**" means a day, other than a Saturday, Sunday or other day on which commercial banks in Winnipeg, Manitoba, Vancouver, British Columbia or Toronto, Ontario are closed;

"**Canadian**" has the meaning ascribed thereto in the Communications Laws;

"**Closing**" means the completion of the Transaction on the Closing Dates;

"**Closing Date**" means the Second Closing Date and each Subsequent BRS Closing Date and Subsequent MCS Closing Date;

"**Communications Laws**" means the Broadcasting Act, the Telecommunications Act and the Radiocommunication Act, and the respective regulations, rules, policies and directions made thereunder;

"**Competition Act**" means the *Competition Act* (Canada);

"**Competition Act Approval**" means, if the Purchaser determines that it is necessary or advisable, that the Purchaser shall have received either (i) a "no-action" letter from the Commissioner, or (ii) an Advance Ruling Certificate pursuant to Section 102 of the Competition Act stating that the Commissioner is satisfied that there would not be sufficient grounds on which to apply for an order in respect of the Transaction;

"**Consideration**" has the meaning ascribed thereto in Section 2.3;

"**Court**" means the Manitoba Court of Queen's Bench;

"**CRTC**" means the Canadian Radio-television and Telecommunications Commission, and includes any successor agency thereto;

"**CRTC Direction**" means the Direction to the CRTC (Ineligibility of Non-Canadians), Order in Council P.C. 1997-486, which came into force on April 8, 1997, as amended from time to time.

"**Escrow Agent**" means the escrow agent appointed under the Escrow Agreement;

"**Escrow Agreement**" means the agreement dated as of the date of this Agreement made between the Escrow Agent, the Vendor and the Purchaser, a copy of which is attached as Schedule "E";

"**Final Beneficial Date**" has the meaning ascribed thereto in Section 10.2 hereof;

"**Final Closing Date**" means the date that all BRS Licenses and MCS Licenses have been the subject of a Subsequent BRS Closing Date, a Subsequent MCS Closing Date or are subject to the provisions of section 2.4, as the case may be;

"**First Closing**" means the execution of this Agreement and the payment of the Additional Deposit by the Purchaser to the Vendor;

"**First Closing Date**" means the date of this Agreement;

"**GAAP**" means accounting principles generally accepted in Canada including those set out in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis;

"**Governmental Authority**" means any (a) multinational, federal, national, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange;

"**Industry Canada**" means the federal Department of Industry and any successor agency thereto and includes the Minister of Industry acting in accordance with the powers and discretion accorded to the Minister under the Radiocommunication Act;

"**Industry Canada Transfer Approval**" means the receipt of all approvals required from Industry Canada to transfer the Purchased Assets from the Vendor to the Purchaser;

"**Industry Canada Licenses**" means the BRS Licenses and the MCS Licenses;

"**Investment Canada Act**" means the *Investment Canada Act*,

"**Lien**" means, with respect to any property or asset, any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of such property or asset including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (ii) those claims listed on Schedule "D";

"**Material Adverse Change**" means a material adverse change to the Purchased Assets taken as a whole, except any such change resulting from or arising in connection with: (a) any change in GAAP; (b) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in general economic, business, political or market conditions or in national or global financial or capital markets; (c) any change affecting any of the industries in which the Vendor operates; (d) any natural disaster; (e) the execution, announcement or performance of the Agreement or consummation of the Transaction, including any loss or threatened loss of or adverse change or threatened adverse change in, the relationship of the Vendor with any of its employees, financing sources, or shareholders; (f) any change in the market price or trading volume of any securities of the Vendor, or any suspension of trading in securities generally on any securities exchange on which any securities of the Vendor trade; (g) the failure of the Vendor in and of itself to meet any internal or public projections, forecasts or estimates of revenues or earnings; (h) any actions taken (or omitted to be taken) upon the written request of the Purchaser; or (i) any action taken by the Vendor which is required or expressly permitted pursuant to the Agreement; provided, however, that unless expressly provided in any particular section of this Agreement, references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a "Material Adverse Change" has occurred;

"**MCS Licenses**" means those multipoint communications system licenses, authorizations and approvals that have been issued by Industry Canada to the Vendor in connection with Vendor's business listed in Part 2 of Schedule "A";

"**MDS Authorizations**" means those multipoint distribution system licenses, authorizations and approvals that have been or will be issued to the Vendor by the CRTC and Industry Canada in connection with the Vendor's business;

"**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any of them;

"**Person**" includes any individual, firm, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, body corporate, corporation, company, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Proceedings**" means any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative;

"**Purchased Assets**" means the assets of the Vendor listed on Schedule "A" to be transferred to the Purchaser pursuant to this Agreement as set out in Section 2.2;

"**Radiocommunication Act**" means the *Radiocommunication Act* (Canada);

"**Regulatory Approvals**" means the following approvals, if required by Applicable Law and the Purchaser or the Vendor determines that such approvals are necessary or desirable, namely (i) any approval to effect a conversion of the MDS Authorizations to the BRS Licenses, (ii) the Industry Canada Transfer Approval, (iii) the Competition Act Approval, and (iv) any other approvals that are necessary or desirable in order to effect the transfer of the Purchased Assets from the Vendor to the Purchaser;

"**Securities Act**" means *The Securities Act* (Manitoba);

"**Securities Laws**" means the Securities Act and all other applicable Canadian provincial and territorial, rules and regulations and published policies thereunder;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Telecommunications Act**" means the *Telecommunications Act* (Canada);

"**Transaction**" means the transactions contemplated by this Agreement; and

"**Transfer Taxes**" means all taxes levied under Part IX of the *Excise Tax Act* (Canada), *The Retail Sales Tax* Act (Manitoba) and the *Social Service Tax Act (British Columbia)*.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.3 Gender, etc.

In this Agreement words importing the singular number include the plural and vice versa, and words importing any gender include all genders. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. Any capitalized terms used in any Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. In this Agreement, references from or through any date mean, unless otherwise specified, from and including that date and/or through and including that date, respectively.

1.5 Entire Agreement

This Agreement and the agreements and other documents herein referred to constitute the entire agreement between the Parties pertaining hereto and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties hereto. Except as expressly represented and warranted herein or in any other binding agreement relating hereto executed by the Parties after the date hereof no Party shall be considered to have given any other express or implied representations or warranties, including as a result of oral or written statements or management or other presentations or memoranda.

1.6 Statutory References, References to Persons and References to Contracts

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute, regulation, direction or instrument is to that statute, regulation, direction or instrument as now enacted or as the same may from time to time be amended, re-enacted or replaced, and in the case of a reference to a statute, includes any regulations, rules, policies or directions made thereunder. Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns. References to any contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.

1.7 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.8 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule "A" – Purchased Assets
Schedule "B" – Representations and Warranties of the Vendor
Schedule "C" – Representations and Warranties of the Purchaser
Schedule "D" – Liens
Schedule "E" – Escrow Agreement

ARTICLE 2
AGREEMENT

2.1 Agreement

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Vendor, the Purchased Assets on the Closing Dates either (i) free and clear of all Liens; or (ii) together with pay-out letters confirming that any Liens shall be discharged upon payment of sums from the proceeds of the sale of the Purchased Assets, in which case the Vendor undertakes to authorize and direct the Purchaser to pay the required amount to any such holder of a Lien on each Closing Date.

2.2 Purchased Assets

On each Closing Date, the applicable Purchased Assets will be conveyed by the Vendor to the Purchaser, free and clear of all Liens, and become vested in the Purchaser.

2.3 Payment of Consideration

2.3.1 Subject to adjustment in accordance with section 2.4 hereof, the total consideration (the "**Consideration**") payable by the Purchaser for the Purchased Assets to the Vendor is $80,000,000.

2.3.2 The Vendor acknowledges receipt of the Initial Deposit. The Purchaser agrees that the Initial Deposit is non-refundable in any circumstance and is the property of the Vendor.

2.6 Transfer Taxes, Elections

2.6.1 All amounts payable by the Purchaser to the Vendor pursuant to this Agreement do not include any Transfer Taxes and all Transfer Taxes are the responsibility and for the account of the Purchaser. If the Vendor is required by law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the

Purchaser shall pay such Transfer Taxes to the Vendor concurrent with the payment of any consideration payable pursuant to this Agreement, unless the Purchaser qualifies for an exemption from any such applicable Transfer Taxes, in which case the Purchaser shall, in lieu of payment of such applicable Transfer Taxes to the Vendor, deliver to the Vendor such certificates, elections, of other documentation required by law or the administration thereof to substantiate and effect the exemption claimed by the Purchaser. The Purchaser shall indemnify and hold harmless the Vendor against and in respect of any and all amounts assessed by any taxing authority in the event that any Transfer Tax exemption claimed by the Purchaser was inapplicable, invalid, or not properly made.

2.6.2 If the Vendor and Purchaser agree that it is available, the Vendor and the Purchaser shall, at the Purchaser's request, make the joint election in prescribed form pursuant to Section 167 of the *Excise Tax Act* (Canada) such that no goods and services tax is payable by the Purchaser in respect of the purchase of the Purchased Assets. The Purchaser shall file such election within the time prescribed by the *Excise Tax Act* (Canada).

2.6.3 Subject to there being no adverse tax consequences to the Vendor in its sole discretion, the Vendor and the Purchaser agree to jointly elect in their returns pursuant to the Tax Act for the applicable taxation years pursuant to the proposed subsection 13(4.2) of the Tax Act to have proposed subsection 13(4.3) of the Tax Act apply in respect of the purchase and sale of the Purchased Assets.

2.7 Amalgamation

The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion, complete an amalgamation, arrangement, winding up or other reorganization involving only one or more of CWBC, Craig Wireless Canada Inc. and Craig Wireless Systems Ltd. for tax planning purposes. In that event, the Purchaser's obligation to make payments on the Second Closing Date and the Subsequent BRS Closing Dates will arise only when Industry Canada has issued the BRS Licenses to the entity affiliated with the Vendor that will be transferring the relevant BRS License to the Purchaser and the requisite application to effect such transfer has been submitted to Industry Canada. If requested by the Purchaser, such entity will execute and deliver to the Purchaser a counterpart of this Agreement confirming its agreement to be bound by all of the obligations of the Vendor under this Agreement.

2.10 Closing

The Closing of the Transaction will take place at the offices of Aikins, MacAulay & Thorvaldson LLP, 30th Floor – 360 Main Street, Winnipeg, Manitoba, or at such other location as may be agreed upon by the Parties.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser the matters set forth in Schedule "B". The only representations and warranties of the Vendor are those set forth in Schedule "B" and, for greater certainty, the Vendor makes no representations and warranties with respect to the Industry Canada Licenses other than as set forth in Schedule "B".

3.2 Survival of Representations, Warranties and Covenants of the Vendor

The representations, warranties and covenants of the Vendor contained in this Agreement shall not survive the completion of the Transaction and, in respect of the transfer of a particular Purchased Asset, shall expire and be terminated on the earlier of the Closing Date for such Purchased Asset, the Outside Date and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor the matters set forth in Schedule "C". The only representations and warranties of the Purchaser are those set forth in Schedule "C".

4.2 Survival of Representations, Warranties and Covenants of the Purchaser

The representations, warranties and covenants of the Purchaser contained in this Agreement shall not survive the completion of the Transaction and, in respect of the transfer of a particular Purchased Asset, shall expire and be terminated on the earlier of the Closing Date for such Purchased Asset, the Outside Date and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
COVENANTS OF THE VENDOR

5.1 Conduct of the Vendor

During the period from the date of this Agreement until the earlier of the Final Closing Date and the time that this Agreement is terminated in accordance with its terms, except as required by Applicable Law or Governmental Authority, the Vendor shall (a) use its reasonable commercial efforts to maintain and preserve the Purchased Assets that have not been conveyed by the Vendor to the Purchaser

(b) except with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed) not take any action that would reasonably be likely to: (i) result in any of the representations and warranties referred to in Section 3.1 becoming false or inaccurate in any material respect, or, in the case of representations and warranties qualified by materiality or Material Adverse Change, in any respect; or (ii) delay, impair or impede the satisfaction of any condition set forth in Article 8 hereof.

ARTICLE 6
COVENANTS OF THE PURCHASER

6.1 Conduct of the Purchaser

During the period from the date of this Agreement until the earlier of the Final Closing Date and the time that this Agreement is terminated in accordance with its terms, except as required by Applicable Law or Governmental Authority or as required by the terms of any existing contract, the Purchaser shall, (a) confer with the Vendor concerning matters of a material nature relating to the conversion and transfer of the Purchased Assets, (b) other than in the ordinary course of business or with the prior consent of the Vendor (which consent shall not be unreasonably withheld, conditioned or delayed) not take any action that would reasonably be likely to result in any of the representations and warranties referred to in Section 4.1 becoming false or inaccurate in any material respect, (c) not object to the Vendor obtaining authorization to renew the MDS Authorizations and the Industry Canada Licenses, or (d) not delay, impair or impede the satisfaction of any condition set forth in Article 8 hereof.

ARTICLE 7
MUTUAL COVENANTS

7.1 Regarding the Regulatory Approvals

7.1.1. Subject to the terms and conditions of this Agreement, the Purchaser and the Vendor shall use their reasonable commercial efforts in good faith and with due diligence to take, or cause to be taken, all actions and to do, or cause to be done all things necessary, proper or advisable under Applicable Law to obtain such Regulatory Approvals that the applicable Party is required to obtain hereunder and as the Purchaser or the Vendor may determine (including any appeal, re-application or amendment or modification to any application), by written notice to the other Party, as are necessary or advisable to effect the conversion of the Purchased Assets as contemplated by this Agreement and the transfer of the Purchased Assets from the Vendor to the Purchaser in compliance with Applicable Law, as soon as practicable.

7.1.2. The Vendor shall be responsible at its sole expense, for the preparation and prosecution of all applications needed or required to convert the MDS Authorizations to the BRS Licenses. The Purchaser shall, at its sole expense, co-operate with the Vendor in respect of the preparation and prosecution of the applications.

7.1.3. The Purchaser shall be responsible at its sole expense for the preparation and prosecution of all applications needed or required to obtain the Industry Canada Transfer Approval and the Competition Act Approval. The Vendor shall co-operate with the Purchaser in respect of the preparation and prosecution of the applications including though not limited to surrendering to Industry Canada the BRS Licenses and the MCS Licenses registered in the name of the Vendor.

7.1.4. Subject to Section 7.1.9, Applicable Laws and any confidentiality obligations that the Parties may have to third parties, the Parties shall cooperate with and keep each other fully informed as to submissions that any Party may intend to make to Industry Canada with respect to regulatory policies relating to broadband radio service licenses and the status of and the processes and proceedings relating to obtaining the Regulatory Approvals and shall promptly notify each other of any communication from any Governmental Authority in respect of the Transaction or this Agreement, and shall not make any submissions or filings, participate in any meetings or any material conversations with any Governmental Authority in respect of any filings, investigations or other inquiries related to the Transaction or this Agreement unless it informs the other Party in advance and, to the extent reasonably practicable in the circumstances and permitted by such Governmental Authority, gives the other Party the opportunity to review drafts of any submissions or filings, or attend and participate in any material communications or meetings.

7.1.5. Notwithstanding anything in this Agreement to the contrary, if any objections are asserted with respect to the Transaction under Applicable Laws, or if any Proceeding is instituted or threatened by any Governmental Authority challenging or which could lead to a challenge of the Transaction as violative of or not in compliance with the requirements of any Applicable Laws, the Parties shall, subject to the limitations in

Section 7.1.7, use their reasonable commercial efforts in good faith and with due diligence to resolve such Proceeding so as to allow the Closing to occur prior to the Outside Date.

7.1.6. Without limiting the generality of the foregoing, in exercising their reasonable commercial efforts to obtain the Regulatory Approvals, the Parties shall take any and all reasonable commercial efforts necessary to:

(a) in the case of the Vendor, convert the MDS authorizations to BRS Licenses and, in the case of the Purchaser, provide such assistance to the Vendor as the Vendor may reasonably request in effecting such conversion;

(b) jointly apply for the Industry Canada Transfer Approval; and

(c) in the case of the Purchaser, if required, obtain the Competition Act Approval and, in the case of the Vendor, provide such assistance to the Purchaser as the Purchaser may reasonably request in obtaining such approval.

7.1.7. For greater certainty, "reasonable commercial efforts" for purposes of Sections 7.1.1, 7.1.5 and 7.1.6, insofar as they relate to the Purchaser, shall not include agreeing: (a) to terminate or modify any existing relationships and contractual rights and obligations; (b) to enter into or modify licensing arrangements; or (c) to commit to, enter into, register, effect or modify undertakings; but shall include agreeing (x) to satisfy, assent to and/or comply with the terms and conditions of any license or permit or Regulatory Approval; or (y) subject to the provisions of Section 7.1.8, to pay license or any other fees payable by the Vendor to Industry Canada in respect of the Industry Canada Licenses.

7.1.8. The Purchaser shall pay all filing fees, if any, required in connection with obtaining any Regulatory Approval and, effective from the Second Closing Date, Subsequent BRS Closing Date or Subsequent MCS Closing Date, pay all license or any other fees payable to Industry Canada in respect of the BRS Licenses and MCS Licenses transferred to the Purchaser on such dates, and shall reimburse the Vendor for any such amounts paid by the Vendor in respect of such licenses prior to such dates in respect of the period subsequent to such dates.

7.1.9. If a competitor of the Purchaser or any of its Affiliates in the telecommunications or broadcasting businesses acquires beneficial ownership, or control or direction over, a majority of the voting rights, or otherwise acquires effective control, of Craig Wireless Systems Ltd. either alone or in concert with others (including any existing shareholder of the Vendor), or of the Vendors or either of them, including by way of take-over bid, exchange offer, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, voting agreement or otherwise, then the Purchaser shall not be subject to the requirements of Section 7.1.4 insofar as, and to the extent that, any submission, filing, meeting or conversation contains, or is reasonably expected to include, competitively sensitive information.

7.2 Public Communications

Neither the Vendor nor the Purchaser shall issue any press release relating to this Agreement or the Transaction without the consent of the Parties hereto (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that the foregoing shall be subject to the Vendor's and the Purchaser's and their Affiliates' overriding obligation to make any disclosure or filing required under Applicable Laws (as confirmed by such party's counsel), and in such circumstances the Vendor or the Purchaser, as the case may be, shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity for the other Party to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing), and if such prior notice is not possible, to give such notice immediately following the making of any such disclosure or filing.

7.3 Notice and Cure Provisions

7.3.1 Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until and including, in respect of the transfer of a particular Purchased Asset, the earlier to occur of the date of the termination of this Agreement, the Closing Date for such Purchased Asset and the Final Closing Date (such date, the "**Final Notice Date**") of any event or state of facts which occurrence or failure would, or would be likely to:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect, or, in the case of representations and warranties qualified by materiality or Material Adverse Change, in any respect on the date hereof or on the Final Notice Date; or

(b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder on or prior to the Final Notice Date.

7.3.2 A Party (the "**non-defaulting party**") may not exercise its right to proceed to Court to terminate this Agreement pursuant to Section 9.1.1(c) unless the non-defaulting party shall have delivered a written notice to the other Party (the "**defaulting party**") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the non-defaulting party is asserting as the basis for the termination right. If, in the reasonable opinion of the non-defaulting party, such matter is not capable of being cured, the non-defaulting party may proceed to Court forthwith. If any such notice is delivered, provided that the defaulting party is proceeding diligently to cure such matter and such matter is capable of being cured, the non-defaulting party may not exercise such right to proceed to Court until the earlier of (i) the Outside Date, and (ii) the date that is 30 Business Days following receipt of such notice by the defaulting party, if such matter has not been cured by such date.

7.4 Restructuring Transaction

If it appears to the Purchaser, acting reasonably, that obtaining the Regulatory Approvals may be delayed or frustrated for any reason and that such Regulatory Approvals could be obtained, or obtained more expeditiously, if the Transaction were restructured, the Vendor agrees upon the written request of the Purchaser to cooperate with the Purchaser in effecting such restructuring provided that, as determined in the sole discretion of the Vendor, such restructuring does not adversely affect the Vendor, including the Vendor's right to use the Purchased Assets if this Agreement is terminated and such restructuring, including any incremental professional fees and expenses of the Vendor, shall be at the cost of the Purchaser.

7.5 Use of Spectrum

Subject to the approval of Industry Canada, the Vendor will be permitted to make continued use of the spectrum associated with a BRS License or a MCS License in the ordinary course of business and in full compliance with the terms and conditions of the BRS License or MCS License after the applicable Closing Date on which such BRS License or MCS License has been transferred to the Purchaser pursuant to this Agreement until the date that is up to 90 days after the date on which the BRS License or the MCS License has been issued to the Purchaser by Industry Canada, or such other date as the Parties may agree, acting reasonably (the "**Transition Period**"). The Vendor and the Purchaser agree to use their commercially reasonable efforts to secure the approval from Industry Canada to the use by the Vendor of such spectrum during the Transition Period. The Vendor will cease all use of such spectrum at the expiry of the Transition Period, and will be solely responsible for all costs relating to such cessation.

ARTICLE 8
CONDITIONS

8.1 Mutual Conditions Precedent

The obligations of the Parties to complete the Transaction are subject to the fulfillment of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties:

(a) no Applicable Law shall be in effect that prohibits the consummation of the Transaction; and

(b) this Agreement shall not have been terminated in accordance with its terms.

8.2 Additional Condition Precedent in Favour of the Vendor

The obligation of the Vendor to transfer BRS Licenses or MCS Licenses in Manitoba to the Purchaser is subject to the condition that the shareholders of CWM shall have approved the transfer of such Purchased Assets to the Purchaser prior to the applicable Closing Date.

8.3 Additional Conditions Precedent in Favour of the Purchaser

The obligations of the Purchaser to complete the Transactions contemplated hereby to be completed on each Closing Date shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of the Purchaser and may be waived by the Purchaser):

(a) all covenants of the Vendor, under this Agreement to be performed on or before each Closing Date shall have been duly performed by the Vendor, in all material respects, and the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated the Closing Date, confirming the same as at the Closing Date;

(b) the representations and warranties of the Vendor set forth in this Agreement shall be true and correct in all respects as though made on and as of each Closing Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have or constitute a Material Adverse Change, and the Purchaser shall have received a certificate of the Vendor addressed to the Purchaser and dated the Closing Date, confirming the same as at the Closing Date;

(c) all applications to Industry Canada required to transfer the BRS Licenses and the MCS Licenses to the Purchaser and, if applicable, to register the BRS Licenses and the MCS Licenses in the name of the Purchaser, in accordance with Applicable Law, shall have been submitted in a form and substance reasonably acceptable to the Vendor and the Purchaser;

(d) the BRS Licenses and the MCS Licenses issued to the Vendor prior to each Closing Date shall be in good standing in all material respects;

(e) all Liens against the Purchased Assets, including those set out in Schedule "D" and those that are subject to a registration or filing under *The Personal Property Security Act* (Manitoba) and the *Personal Property Security Act* (British Columbia), shall either (i) have been released and discharged to the extent that they would otherwise apply to the Purchased Assets; or (ii) pay-out letters confirming that any such registrations shall be discharged upon payment of sums from the proceeds of the sale of the Purchased Assets, in which case the Vendor undertakes to authorize and directs the Purchaser to pay any such holder of a Lien on each Closing Date.

ARTICLE 9
TERMINATION

9.1 Termination

This Agreement may be terminated and the Transaction may be abandoned at any time prior to the satisfaction or waiver, as applicable, of all of the conditions set forth in Sections 8.1, 8.2 and 8.3:

(a) by mutual written agreement of the Parties; or

(b) by either the Vendor or the Purchaser, upon written notice to the other Parties, if after the date hereof, there shall be enacted or made any Applicable Law that makes consummation of the Transaction illegal or otherwise prohibited or enjoins the Vendor or the Purchaser from consummating the Transaction and such Applicable Law (if applicable) or enjoinment shall have become final and non-appealable, provided that the Party exercising its right hereunder shall first have obtained Court approval confirming that the conditions in this paragraph (b) have been satisfied; or

(c) either Party (the "**non-defaulting party**") obtaining Court approval to terminate this Agreement, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the other Party (the "**defaulting party**") set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 8.1, Section 8.2 or Section 8.3 not to be satisfied, and such condition is incapable of being satisfied by the Outside Date; provided that the non-defaulting party is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 8.1, Section 8.2 or Section 8.3 not to be satisfied; or

(d) in the circumstances contemplated by section 2.5.

9.2 Effect of Termination

If this Agreement is terminated pursuant to Section 9.1, this Agreement shall become void and of no effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that (a) the provisions of this Section 9.2, Section 11.6 Section 11.11 and Section 11.13 shall survive; and (b) if this Agreement is terminated by a Party because of a breach of this Agreement by the other Party, the terminating Party's right to pursue all legal remedies will survive any termination hereof; provided however, that regardless of the basis for termination, if the Vendor has, prior to such time, received the Additional Deposit and, if applicable, the Second Closing Payment and, if applicable, Subsequent BRS Closing Payments and Subsequent MCS Closing Payments, the Vendor shall be entitled to keep the Additional Deposit and such payments and the same shall continue to be the property of the Vendor, and the Vendor shall have no liability to the Purchaser under contract, tort or any other legal theory in respect of any matter relating to any Purchased Asset in respect of which a Closing Date has occurred prior to this Agreement being terminated.

ARTICLE 10
ASSIGNMENT OR SALE

10.1 Assignment of Agreement

The Purchaser may, at any time prior to the Outside Date, assign and transfer all of its rights and obligations under this Agreement to any Person (the "**Transferee**") provided that, if the Transferee is a person other than a partner of the Purchaser or an Affiliate of the Purchaser or any of its partners, the Purchaser must obtain the prior written consent of the Vendor, which consent will not be unreasonably withheld. The Purchaser shall give written notice to the Vendor of any such assignment and transfer in which the Purchaser will identify the Transferee and specify the effective date of the assignment and transfer. The notice shall be accompanied by a counterpart of this Agreement executed by the Transferee in which the Transferee will confirm that it will be bound by the obligations of the Purchaser under this Agreement. The Purchaser will be responsible for ensuring and its partners shall severally guarantee that any Transferee that is a partner of the Purchaser or an Affiliate of the Purchaser or any of its partners performs its obligations under this Agreement. Following the effective date of any assignment and transfer to any other Transferee, the Purchaser shall be relieved of all obligations to the Vendor under this Agreement.

ARTICLE 11
GENERAL PROVISIONS

11.1 Effect on Representations and Warranties

No representation or warranty of the Vendor contained in this Agreement shall be deemed untrue or incorrect for any purpose under this Agreement, and the Vendor shall not be deemed to have breached a representation or warranty for any purpose under this Agreement, in any case as a consequence of the existence or absence of any fact, circumstance or event unless such fact, circumstance or event, individually or when taken together with all other facts, circumstances or events inconsistent with any representations or warranties contained in this Agreement, has had or would be reasonably expected to have a Material Adverse Change on the Purchased Assets.

11.2 Amendments

This Agreement may, at any time and from time to time but not later than the time of the Closing, be amended by mutual written agreement of the Parties, and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or

(d) waive compliance with or modify any mutual conditions precedent herein contained.

11.3 Waiver

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) or a future waiver of the same provisions, nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver. No failure or delay by any Party 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 Applicable Law.

11.4 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile transmission, or as of the following Business Day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by either Party by notice to the other given in. accordance with these provisions):

(a) if to the Purchaser:

Inukshuk Wireless Partnership
c/o Rogers Communications Inc.
333 Bloor Street East, 10th Floor
Toronto, Ontario
M4W 1G9

Attention: David Miller, Senior VP, General Counsel and Secretary
Fax: (416) 935-3548

And to:

Inukshuk Wireless Partnership
c/o Bell Canada
1, Carrefour Alexander-Graham-Bell
Building A7
Verdun, Quebec
H3E 3B3

Attention: Corporate Secretary
Fax: (514) 766-8161

With a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
Toronto Dominion Bank Tower
66 Wellington Street West
P.O. Box 20
Toronto-Dominion Centre
Toronto, Ontario
M5K 1N6

Attention: Jon Levin
Fax: (416) 364-7813

if to Vendor:

c/o Craig Wireless Systems Ltd.
6 – 177 Lombard Avenue
Winnipeg, MB, R3B 0W5

Attention: Drew Craig or Boyd Craig
Fax: (204) 488-2710
with a copy (which shall not constitute notice) to:

Aikins, MacAulay & Thorvaldson LLP
30-360 Main Street
Winnipeg, MB R3C 4G1

Attention: Todd W. Thomson
Fax: (204) 957-4266

11.5 Governing Law

This Agreement shall be governed by the laws of the Province of Manitoba and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Manitoba in respect of all matters arising under and in relation to this Agreement.

11.6 Expenses

Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

11.7 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches of this Agreement, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

11.8 Time of Essence

Time is of the essence of this Agreement.

11.9 Binding Effect

This Agreement shall be binding on and shall enure to the benefit of the Parties and their respective successors and permitted assigns, provided that this Agreement may not be assigned or novated by any Party without the prior written consent of the other.

11.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Applicable Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Transaction so as to effect the original intent of the

Parties as closely as possible in an acceptable manner to the end that the Transaction is fulfilled to the fullest extent possible.

11.11 No Third Party Beneficiaries

This Agreement is not intended to confer any rights or remedies upon any Person other than the Parties to this Agreement.

11.12 Rules of Construction

The Parties to this Agreement waive the application of any Applicable Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

11.13 No Liability

No director or officer of the Purchaser or any director or officer of its partners or affiliates shall have any personal liability whatsoever to the Vendor under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser. No director or officer of the Vendor shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction hereby on behalf of the Vendor.

11.14 Counterparts, Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[THE NEXT PAGE IS THE EXECUTION PAGE]

IN WITNESS WHEREOF the Purchaser and the Vendor have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CRAIG WIRELESS BRITISH COLUMBIA INC.

By: ______________________
Authorized Signing Officer

By: ______________________
Authorized Signing Officer

CRAIG WIRELESS MANITOBA INC.

By: ______________________
Authorized Signing Officer

By: ______________________
Authorized Signing Officer

INUKSHUK WIRELESS PARTNERSHIP

By: ______________________
Authorized Signing Officer

By: ______________________
Authorized Signing Officer

FOR VALUABLE CONSIDERATION, the receipt and sufficiency whereof is acknowledged, Craig Wireless Canada Inc., (i) confirms to the Purchaser that it consents to the foregoing Agreement and to the transfer of the Purchased Assets from the Vendor to the Purchaser; (ii) represents and warrants to the Purchaser that it holds all of the issued and outstanding voting and equity shares of CWBC and 85% of the issued and outstanding voting and equity shares of CWM; (iii) confirms to the Purchaser that it has consented to, or otherwise voted in favour of, the transfer of the Purchased Assets from CWBC to the Purchaser in its capacity as the sole shareholder of CWBC; and (iv) irrevocably agrees with the Purchaser and CWM that it will consent to, or otherwise vote in favour of, the transfer of the Purchased Assets from CWM to the Purchaser is its capacity as the 85% shareholder of CWM

DATED the 26th day of March, 2010.

CRAIG WIRELESS CANADA INC.

By: ______________________
Authorized Signing Officer

By: ______________________
Authorized Signing Officer

IN WITNESS WHEREOF the Purchaser and the Vendor have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CRAIG WIRELESS BRITISH COLUMBIA INC.

By: ____________________
Authorized Signing Officer

By: ____________________
Authorized Signing Officer

CRAIG WIRELESS MANITOBA INC.

By: ____________________
Authorized Signing Officer

By: ____________________
Authorized Signing Officer

INUKSHUK WIRELESS PARTNERSHIP

By: ____________________
Authorized Signing Officer

By: ____________________
Authorized Signing Officer

FOR VALUABLE CONSIDERATION, the receipt and sufficiency whereof is acknowledged, Craig Wireless Canada Inc., (i) confirms to the Purchaser that it consents to the foregoing Agreement and to the transfer of the Purchased Assets from the Vendor to the Purchaser; (ii) represents and warrants to the Purchaser that it holds all of the issued and outstanding voting and equity shares of CWBC and 85% of the issued and outstanding voting and equity shares of CWM; (iii) confirms to the Purchaser that it has consented to, or otherwise voted in favour of, the transfer of the Purchased Assets from CWBC to the Purchaser in its capacity as the sole shareholder of CWBC; and (iv) irrevocably agrees with the Purchaser and CWM that it will consent to, or otherwise vote in favour of, the transfer of the Purchased Assets from CWM to the Purchaser is its capacity as the 85% shareholder of CWM.

DATED the 26th day of March, 2010.

CRAIG WIRELESS CANADA INC.

By: ____________________
Authorized Signing Officer

By: ____________________
Authorized Signing Officer

IN WITNESS WHEREOF the Purchaser and the Vendor have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CRAIG WIRELESS BRITISH COLUMBIA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

CRAIG WIRELESS MANITOBA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

INUKSHUK WIRELESS PARTNERSHIP

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

FOR VALUABLE CONSIDERATION, the receipt and sufficiency whereof is acknowledged, Craig Wireless Canada Inc., (i) confirms to the Purchaser that it consents to the foregoing Agreement and to the transfer of the Purchased Assets from the Vendor to the Purchaser; (ii) represents and warrants to the Purchaser that it holds all of the issued and outstanding voting and equity shares of CWBC and 85% of the issued and outstanding voting and equity shares of CWM; (iii) confirms to the Purchaser that it has consented to, or otherwise voted in favour of, the transfer of the Purchased Assets from CWBC to the Purchaser in its capacity as the sole shareholder of CWBC; and (iv) irrevocably agrees with the Purchaser and CWM that it will consent to, or otherwise vote in favour of, the transfer of the Purchased Assets from CWM to the Purchaser is its capacity as the 85% shareholder of CWM.

DATED the 26th day of March, 2010.

CRAIG WIRELESS CANADA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

IN WITNESS WHEREOF the Purchaser and the Vendor have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CRAIG WIRELESS BRITISH COLUMBIA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

CRAIG WIRELESS MANITOBA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

INUKSHUK WIRELESS PARTNERSHIP

By: ______________________________
Authorized Signing Officer Ben Calabrese

By: ______________________________
Authorized Signing Officer

FOR VALUABLE CONSIDERATION, the receipt and sufficiency whereof is acknowledged, Craig Wireless Canada Inc., (i) confirms to the Purchaser that it consents to the foregoing Agreement and to the transfer of the Purchased Assets from the Vendor to the Purchaser; (ii) represents and warrants to the Purchaser that it holds all of the issued and outstanding voting and equity shares of CWBC and 85% of the issued and outstanding voting and equity shares of CWM; (iii) confirms to the Purchaser that it has consented to, or otherwise voted in favour of, the transfer of the Purchased Assets from CWBC to the Purchaser in its capacity as the sole shareholder of CWBC; and (iv) irrevocably agrees with the Purchaser and CWM that it will consent to, or otherwise vote in favour of, the transfer of the Purchased Assets from CWM to the Purchaser is its capacity as the 85% shareholder of CWM.

DATED the 26th day of March, 2010.

CRAIG WIRELESS CANADA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

SCHEDULE "A"
PURCHASED ASSETS

"Purchased Assets" means the BRS Licenses and MCS Licenses listed below:

Part 1. TIER 4 BRS LICENSES IN THE 2500-2690 MHz BAND

(a) British Columbia

Licensing Region	Industry Canada Licence Tier	
Vancouver	4-152	
Victoria	4-154	
Kelowna	4-151	

(b) Manitoba

Licensing Region	Industry Canada Licence Tier	
Steinbach	4-110	
Winnipeg	4-111	
Lac du Bonnet	4-112	
Morden/Winkler	4-113	
Brandon	4-114	
Portage la Prairie	4-115	
Dauphin	4-116	

Part 2. TIER 4 MCS LICENSES

Licensing Region	Industry Canada Licence Number
Winnipeg	4862883 / 4862885
Brandon / Hayfield	4870570 / 4870572
Elie	4871456 / 4871458
Minnedosa / Newdale	4872894 / 4872896
Chatfield	4873101 / 4873103
Selkirk	4873105 / 4873107
Riding Mountain	4873498 / 4873500
Dauphin	4874496 / 4874498
Foxwarren	4875720 / 4875722

Notes:

SCHEDULE "B"
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

(a) **Corporate Existence and Power.** Each of CWBC and CWM are corporations duly incorporated, validly existing and in good standing under the laws of Canada and has (in respect of the MDS Authorizations and the MCS Licenses) or will by the applicable Closing Date have (in respect of the BRS Licenses), all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to own the Purchased Assets, except for those licenses, authorizations, permits, consents and approvals the absence of which would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Change to the Purchased Assets.

(b) **Purchased Assets.** The MDS Authorizations and the MCS Licenses included in the Purchased Assets are now, and the BRS Licenses will by the applicable Closing Date be, in good standing in all material respects and such licenses are accurately and completely described in Schedule "A". The Vendor owns, or will on the applicable Closing Date own, or is, or will on the applicable Closing Date be, the exclusive holder of all rights in, the applicable Purchased Assets free and clear of all Liens other than Liens disclosed within Schedule "D" hereof, all of which will be discharged on or prior to the Closing Date in respect of the applicable Purchased Asset that is the subject of the Closing.

(c) **Corporate Authorization.** The execution, delivery and performance by the Vendor of this Agreement and the consummation by the Vendor of the Transaction are within the Vendor's corporate powers and have been duly authorized by the Board and the shareholders of the Vendor and no other proceedings on the part of the Vendor are necessary to authorize this Agreement or the Transaction, in all cases, except as contemplated by section 8.2. Craig Wireless Canada Inc., which holds 85% of the voting and equity shares of CWM, has the ability to cause the condition precedent in section 8.2 to be fulfilled and has irrevocably agreed to do so hereunder. This Agreement constitutes a legal, valid and binding agreement of the Vendor, enforceable against the Vendor in accordance with its terms. The Board has determined that the Transaction is in the best interests of the Vendor.

(d) **Governmental Authorization.** The execution, delivery and performance by the Vendor of this Agreement and the consummation by the Vendor of the Transaction require no action by or in respect of, or filing with, any Governmental Authority other than (i) the Regulatory Approvals; (ii) compliance with any applicable Securities Laws, stock exchange rules and policies; and (iii) any actions or filings the absence of which would not be reasonably expected to result in, individually or in the aggregate, a Material Adverse Change.

(e) **Non-Contravention.** The execution, delivery and performance by the Vendor of its obligations under this Agreement and the consummation of the transactions contemplated by the Transaction, do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the articles of incorporation or by-laws of the Vendor, (ii) contravene, conflict with or result in any violation or breach of any contract between the Vendor or any of its direct and indirect shareholders and any third party, (iii) assuming compliance with the matters referred to in paragraphs (c) and (d) above, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, or (iv) result in the creation or imposition of any Lien on any asset of the Vendor.

(f) **No Other Purchase Agreements.** No person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement, option or commitment for the purchase or other acquisition from the Vendor of any of the Purchased Assets, or any rights or interest therein or materially related to the Purchased Assets.

(g) **Litigation.** There is no action, suit, claim, arbitration, investigation or proceeding pending against, or, to the knowledge of the Vendor, threatened against or affecting the Vendor or the Purchased Assets that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transaction.

(h) **GST Registration.** Each Vendor is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada). CWBC has been assigned GST/HST Number 86258 4570 RT 0001 and CWM has been assigned GST Number 86270 1976 RT 0001.

(i) **Tax Matters.** The Vendor is not a non-resident of Canada within the meaning of the Tax Act.

(j) **Residency and Ownership Restrictions.** Each Vendor is a Canadian. The Vendor has knowledge of and is familiar with the restrictions imposed under Applicable Laws with respect to the ownership and control of the Purchased Assets, including the restrictions set forth under the Communications Laws, and the ownership and control of the Vendor, and shall comply with all such requirements up to and including the consummation of the Transaction.

(k) **Regulatory Matters.** The Vendor needs to obtain broadcasting certificates issued under the Radiocommunciation Act for all licensing regions listed in Part 1 of Schedule "A" other than Vancouver and Brandon (for which it has obtained such certificates), unless the requirement to obtain such certificates is waived by or otherwise dispensed with as a result of a determination by Industry Canada. The Vendor, with the knowledge of the CRTC and Industry Canada, is operating transmitters that provide service coverage in all such regions and that are in full compliance with all technical requirements of Industry Canada. The Vendor has no reason to believe that broadcasting certificates for all licensing regions listed in Part 1 of Schedule "A" other than Vancouver and Brandon will not be obtained from Industry Canada unless the requirement to obtain such certificates is waived or otherwise dispensed with by Industry Canada. The Vendor is currently subject to a review of its Canadian ownership and control status by Industry Canada and has no reason to believe that such review will not be completed satisfactorily and expeditiously.

SCHEDULE "C"
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

(a) **Corporate Existence and Power.** The Purchaser is a partnership formed, validly existing and in good standing under the laws of Ontario.

(b) **Corporate Authorization.** The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the Transaction are within the Purchaser's corporate powers and have been duly authorized by the board of directors of the Purchaser and, if required, the shareholders of the Purchaser and no other proceedings on the part of the Purchaser are necessary to authorize this Agreement or the Transaction. This Agreement constitutes a legal, valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms.

(c) **Governmental Authorization.** The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the Transaction require no action by or in respect of, or filing with, any Governmental Authority other than (i) the Regulatory Approvals; (ii) compliance with any applicable Securities Laws, stock exchange rules and policies; and (iii) any actions or filings the absence of which would not be reasonably expected to result in, individually or in the aggregate, a Material Adverse Change.

(d) **Non-Contravention.** The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the consummation of the transactions contemplated by the Transaction, do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the constating documents of the Purchaser, or (ii) assuming compliance with the matters referred to in paragraphs (b) and (c) above, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law.

(e) **Litigation.** There is no action, suit, claim, arbitration, investigation or proceeding pending against, or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transaction.

(f) **Investment Canada Act.** The Purchaser is a Canadian, and is not controlled in fact by one or more non-Canadians, all within the meaning of the Investment Canada Act.

(g) **Residency and Ownership Restrictions.** The Purchaser is Canadian. The Purchaser has knowledge of and is familiar with the restrictions imposed under Applicable Laws with respect to the ownership and control of the Purchased Assets, including the restrictions set forth under the Communications Laws, and the ownership and control of the Purchaser, after the consummation of the Transaction, shall comply with all such requirements.

(h) **Filings.** Other than those filings required in order to obtain the Regulatory Approvals, the Purchaser has made all necessary filings and applications with Governmental Authorities, and has obtained all necessary permissions, authorizations or other approvals required under Applicable Laws in order to consummate the Transaction except for such filings, applications, permissions, authorizations or other approvals the failure of which to obtain would not reasonably be expected to materially impact or delay the ability of the Purchaser to consummate the Transaction.

SCHEDULE "D"
LIENS

Craig Wireless Manitoba Inc.

Registration No. (Jurisdiction) / Date	**Secured Party**	**Collateral Description**
201001032106 (Manitoba Personal Property Registry) January 21, 2010	Manalta Investment Company Ltd.	All of the debtor's present and after-acquired personal property.
200814051900 (Manitoba Personal Property Registry) July 18, 2008	T. Boyd Craig J.D. Craig Holdings Inc.	All of the debtor's present and after-acquired personal property.

Craig Wireless British Columbia Inc.

Registration No. (Jurisdiction) / Date	**Secured Party**	**Collateral Description**
201001031304 (Manitoba Personal Property Registry) January 21, 2010	Manalta Investment Company Ltd.	All of the debtor's present and after-acquired personal property.
200918882404 (Manitoba Personal Property Registry) October 30, 2009	Motorola Canada Limited Motorola Inc.	All of the debtor's present and after-acquired personal property.
200814052000 (Manitoba Personal Property Registry) July 18, 2008	T. Boyd Craig J.D. Craig Holdings Inc.	All of the debtor's present and after-acquired personal property.
373930F (British Columbia Personal Property Registry) January 21, 2010	T. Boyd Craig J.D. Craig Holdings Inc.	All present and after-acquired personal property.
373931F (British Columbia Personal Property Registry) January 21, 2010	Manalta Investment Company Ltd.	All present and after-acquired personal property.
252921F (British Columbia Personal Property Registry) October 30, 2009	Motorola Canada Limited Motorola Inc.	All present and after acquired person property of the debtor and an uncrystallized floating charge on land.

SCHEDULE "E"
Escrow Agreement

Execution Copy

ESCROW AGREEMENT

Escrow Agreement dated this 26th day of March, 2010 among Craig Wireless British Columbia Inc. and Craig Wireless Manitoba Inc. (collectively and individually the "**Seller**"), Inukshuk Wireless Partnership (the "**Buyer**") and Aikins, MacAulay & Thorvaldson LLP (the "**Escrow Agent**").

RECITALS:

(a) The Buyer and the Seller have entered into an agreement of purchase and sale dated March 26, 2010 (the "**Purchase Agreement**");

(b) The Buyer paid the Initial Deposit to the Seller on March 22, 2010;

(c) The Buyer and the Seller have completed the First Closing as of the date hereof; and

(d) The Escrow Agent has agreed to act as escrow agent for the purpose of holding and disbursing the Additional Deposit pursuant to the terms of this Escrow Agreement.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms

Capitalized Terms used in this Escrow Agreement and not otherwise defined have the meanings specified in the Purchase Agreement.

Section 2 Holding Escrow Funds

The Escrow Agent hereby acknowledges receipt from the Buyer
(together with all interest accrued thereon, as well as interest accrued on such interest, the "**Escrow Funds**"). Until such time as the Escrow Funds are distributed by the Escrow Agent as provided herein, the Escrow Agent shall hold the Escrow Funds in escrow in an interest bearing account (the "**Escrow**").

Section 3 Benefit of Interest

Interest comprising or earned on the Escrow Funds shall be for the benefit of the party to whom the Escrow Funds are paid by the Escrow Agent.

Section 4 Payment and Release of Escrow Funds

(a) Immediately upon the occurrence of the Second Closing Date, the Buyer and the Seller shall jointly notify the Escrow Agent in writing that the Second Closing Date has occurred and upon receipt of such notice, the Escrow Funds will be released from the Escrow and the Escrow Agent shall pay the Escrow Funds to the Seller by way of wire transfer (or as otherwise directed by the Seller); or

(c) The Escrow Funds shall be released from Escrow and the Escrow Agent shall pay the Escrow Funds in such manner and in such circumstances as the Buyer and the Seller may jointly direct the Escrow Agent in writing.

The Escrow Agent shall be entitled to rely exclusively upon any joint written notice given by the Seller and the Buyer referred to herein, without the requirement for further act or formality.

Section 5 Duties and Liabilities of the Escrow Agent.

(1) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Escrow Agreement, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be required to refer to, and shall not be bound by, the provisions of any other agreement other than the terms of this Escrow Agreement. The Escrow Agent shall have no duty to enforce any obligation of any Person, other than as provided herein. The rights, duties, liabilities and immunities of the Escrow Agent may not be altered without its prior written consent.

(2) The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and shall not be held liable for any error in judgment made in good faith, unless it shall be proved that the Escrow Agent was grossly negligent in ascertaining the pertinent facts or acted intentionally in bad faith.

(3) Notwithstanding any other provision hereof, the Escrow Agent shall not be liable or accountable for any loss or damage whatsoever to any person caused by the performance or failure to perform its responsibilities under this Escrow Agreement, save only to the extent that such loss or damage is attributable to the gross negligence or wilful misconduct of the Escrow Agent.

(4) The Escrow Agent may rely, and shall be protected in acting, upon any judgment, order, notice, demand, direction, certificate, or other instrument, paper or document which may be submitted to it in connection with its duties hereunder and the directions incorporated therein and which is believed by the Escrow Agent to be genuine and signed or presented by the proper Person(s), and may accept the same as sufficient evidence of the facts stated therein without the requirement or any other obligation whatsoever for it to make any inquiry as to the correctness of any statement made therein. The Escrow Agent shall not be bound by any notice, claim or demand with respect hereto unless received by it in writing, and shall not be bound by any waiver, modification, termination or rescission of this Escrow Agreement, unless received by it in writing and signed by all of the other parties hereto. The Escrow Agent shall in no way be bound to call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so.

(5) In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the Escrow Funds, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation.

(6) If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto or from a third Person with respect to any matter arising pursuant to this Escrow Agreement which, in its opinion, are in conflict with any provision of this Escrow Agreement, it shall be entitled to refrain from taking any action authorized and directed hereunder until it shall be authorized or directed otherwise in writing by both the Seller and the Buyer, or by an order of a court of competent jurisdiction from which no further appeal may be taken.

(7) Upon the release and delivery by the Escrow Agent of the Escrow Funds, or the obtaining of an interpleader order respecting the Escrow Funds, or the payment of the Escrow Funds into court, all as provided in this Escrow Agreement, the Escrow Agent shall be forever released and discharged from all of its obligations and any liabilities and this Escrow Agreement shall terminate, except for those provisions that expressly survive the termination of this Escrow Agreement.

(8) The Escrow Agent may consult with counsel or other experts, advisors or agents whose advice the Escrow Agent in its absolute discretion considers desirable in carrying out its obligations in this Escrow Agreement and all reasonable costs related thereto shall be paid equally by the Buyer and the Seller.

(9) The Escrow Agent may act on the opinion or advice obtained from its counsel or accountants duly qualified to practise in the Province of Manitoba. Any such opinion or advice must be in writing and delivered to the Buyer and the Seller in a reasonable period of time before the Escrow Agent takes or omits to take action pursuant to such opinion or advice. Any opinion of counsel shall be complete authorization and protection for the Escrow Agent in respect of any action taken or omitted. The Escrow Agent shall not be responsible for any loss occasioned by relying in good faith upon such opinion or advice nor shall it incur any liability or responsibility for deciding in good faith not to act upon such opinion or advice.

(10) The Escrow Agent may at any time on prior written notice to the Buyer and the Seller, pursuant to The Court of Queen's Bench Act (Manitoba), pay the Escrow Property into a Manitoba court of competent jurisdiction, whereupon the Escrow Agent shall be discharged from all of its obligations under this Escrow Agreement in respect of such Escrow Property.

Section 6 Escrow Agent's Fees, Costs and Expenses

The Seller and the Buyer jointly and severally agree to pay the reasonable fees, expenses, liabilities (other than liabilities to the Buyer or the Seller) and disbursements incurred by the Escrow Agent in connection with the performance of its obligations hereunder.

Section 7 Indemnification of Escrow Agent

The Seller and the Buyer will jointly and severally indemnify and save harmless the Escrow Agent and its partners, contractors and employees at all times from and against all actions, proceedings, losses, liabilities, costs, charges, expenses, claims and demands whatsoever, incurred or sustained by the Escrow Agent in respect of any matter or thing done by it, acquiesced to or omitted to be done by it or about or pursuant to or in connection with this Agreement, or otherwise arising in connection with its office as Escrow Agent hereunder, except in so far as the same arose through the gross negligence or wilful misconduct on the part of the Escrow Agent and/or any of its partners, contractors and/or employees. Without limiting the generality of the foregoing, the Seller and the Buyer will indemnify and save harmless the Escrow Agent against all legal or other fees arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including without limitation the costs and expenses of defending itself against any claim of liability or any action for interpleader. This indemnity shall survive the termination or discharge of this Agreement or the resignation of the Escrow Agent.

Section 8 Resignation, Removal of Escrow Agent

(1) The Escrow Agent may resign its trust and be discharged from all further duties and liabilities hereunder after giving thirty days' written notice to the Seller and the Buyer or such shorter notice as the Seller and the Buyer may accept as sufficient, and may be removed from its office as such Escrow Agent by the Seller and the Buyer jointly at any time by not less than five Business Days' written notice given to the Escrow Agent. Upon discharge or removal, the Escrow Agent shall deliver the

Escrow Funds by certified cheque or as otherwise directed by the Buyer and the Seller, jointly.

(2) The Escrow Agent may at any time on prior written notice to the Buyer and the Seller seek an interpleader order from a Manitoba Court of competent jurisdiction with respect to the Escrow Funds, after the obtaining of which the Escrow Agent shall be released and discharged from all its obligations hereunder.

(3) In the event of the resignation of the Escrow Agent or its removal from office, the Seller and the Buyer shall jointly appoint a successor and, failing agreement on the selection of a successor within fifteen days of delivery of written notice by the Buyer to the Seller, the Buyer alone may appoint a successor, which shall be a partnership of barristers and solicitors having not less than 50 members and an office in the City of Winnipeg, the City of Vancouver or the City of Toronto.

(4) The Escrow Agent which resigns or is removed shall execute such further assurances or documents as, in the opinion of the Seller and the Buyer, may be necessary or desirable to vest in the new Escrow Agent the same powers, rights, duties and responsibilities as if the new Escrow Agent had been originally named as Escrow Agent.

Section 9 Right to Continue to Act

In the event that any dispute arises with respect to the matters referred to herein, the parties acknowledge and agree that Aikins, MacAulay & Thorvaldson LLP shall be entitled to continue to act as legal counsel to the Seller (and their Affiliates) in connection with any such matter and that its appointment as Escrow Agent shall in no way hinder its ability to continue to so act. In such event, Aikins, MacAulay & Thorvaldson LLP shall, however, pay any amounts still held by it as Escrow Agent into court pending resolution of any such matter or shall arrange for another party acceptable to the Seller and the Buyer to act as successor Escrow Agent hereunder.

Section 10 Notices

Any notice, direction or other communication to be given under this Escrow Agreement (a "**Notice**") shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication addressed for the Seller and Buyer to the addresses set forth in the Purchase Agreement and if to the Escrow Agent to:

(a) **If to the Escrow Agent, to:**

Aikins, MacAulay & Thorvaldson LLP
Attention: Todd Thomson
Facsimile: (204) 957-4266

With a copy to:

Attention: Robert C. Lee
Facsimile: (204) 957-4260

A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 11 Entire Agreement

This Escrow Agreement, together with the Purchase Agreement, set forth the entire agreement among the parties hereto with respect to the matters contained herein. In the event of any conflict, the provisions of this Escrow Agreement shall prevail.

Section 12 Enurement and Assignment

This Escrow Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Escrow Agreement.

Section 13 Severability

If any provision of this Escrow Agreement is deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

Section 14 Waiver

No failure or delay of the Escrow Agent in exercising any right, power or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise of any right, power or remedy preclude any other or further exercise of any right, power or remedy.

Section 15 Further Assurance

Each of the parties shall, at the request of the other party, deliver to the requesting party all further documents or other assurances as may reasonably be necessary or desirable to give effect to this Escrow Agreement.

Section 16 Representations and Warranties

The Seller hereby represents and warrants to the Escrow Agent (i) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes legal, valid and binding obligations of the Seller and (ii) that the execution, delivery and performance of this Escrow Agreement by the Seller does not and will not violate any applicable law or regulation. The Buyer hereby represents and warrants to the Escrow Agent (i) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes legal, valid and binding obligations of the Buyer and (ii) that the execution, delivery and performance of this Escrow Agreement by the Buyer does not and will not violate any applicable law or regulation.

Section 17 Termination

This Escrow Agreement shall terminate upon the distribution of all Escrow Funds from the account established hereunder, except for those provisions that expressly survive the termination of this Escrow Agreement, including without limitation, Sections 5(2), 5(3), 6, 7 and 10 hereof

Section 18 Time

Time shall be of the essence in respect of this Escrow Agreement.

Section 19 Governing Law

This Escrow Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the Province of Manitoba and the laws of Canada in force in such Province, (excluding any rule or principle of the conflict of laws which might refer such construction or interpretation to the laws of another jurisdiction). Each party irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Manitoba with respect to any matter arising under this Escrow Agreement or related to this Escrow Agreement

Section 20 Counterparts

This Escrow Agreement may be executed in several counterparts, each of which so executed shall be deemed an original, and all of which shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Escrow Agreement.

CRAIG WIRELESS BRITISH COLUMBIA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

CRAIG WIRELESS MANITOBA INC.

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

INUKSHUK WIRELESS PARTNERSHIP

By: ______________________________
Authorized Signing Officer

By: ______________________________
Authorized Signing Officer

AIKINS, MACAULAY & THORVALDSON LLP

By: ______________________________
Partner

By: ______________________________
Partner