



1001 Bayhill Drive, 2nd Floor
San Bruno
Ca 94066
U.S.A.

March 14, 2004

Michael R. Wack
SVP & Deputy General Counsel
NextWave Telecom Inc.
601 13th Street, N.W., Suite 320
Washington, D.C. 20005

RE: Spectrum Utilization

Dear Michael:

IPWireless, Inc.'s ("IPWireless's") wholly owned subsidiary, Nevada MDS Incorporated, ("Nevada MDS") is the licensee of MMDS Stations WHT722 and WHT724 in Las Vegas, Nevada. IPWireless hereby consents to Nextwave Telecom Inc.'s ("NextWave") request for permission to operate on the E2 and F1 channels of these stations licensed to Nevada MDS in Las Vegas, Nevada ("NV"), subject to the following terms and conditions:

Nextwave agrees that this consent may be withdrawn by IPWireless at any time and in IPWireless's sole and absolute discretion by providing 7 days prior written notice to Nextwave; provided, however that IPWireless may terminate immediately upon notice to NextWave if IPWireless is notified by the FCC that one or both of the stations are forfeited or if the FCC orders IPWireless to cease operations on one or both of the stations.

Nextwave agrees that its operations shall consist solely of testing, demonstrating, and/or evaluating equipment at Henderson, NV. NextWave's operations shall commence only on the date on which NextWave obtains an STA from the FCC authorizing such operations and shall expire on the earlier of the date such STA expires or September 15, 2004 (unless IPWireless's consent has been withdrawn earlier).

Nextwave agrees that its operations shall utilize IPWireless-provided equipment, and agrees further that any issues with the FCC or other licensees that result from Nextwave's transmissions are Nextwave's concern and sole legal responsibility, not IPWireless's. Nextwave agrees to indemnify IPWireless and its subsidiaries for any direct, indirect, consequential, special, exemplary or punitive damages (including fines imposed by the FCC and the loss of any of the licenses) arising out of or relating to Nextwave's actions or omissions associated with its use of this spectrum. This indemnity shall survive any expiration of this consent.

Nextwave agrees to comply with all operating conditions and requirements associated with Nevada MDS' FCC licenses and with the STAs obtained from the FCC

Nextwave agrees that it shall, at all times, comply with the frequency assignments listed herein and applicable FCC regulations in order to ensure that its operations do not cause harmful interference. The channel numbers and frequency assignments for Nextwave's use are as follows:

F1: 2602 – 2608 MHz

E2: 2608 – 2614 MHz

IPWireless makes no warranties, expressed or implied, concerning the suitability or performance of these frequencies in Las Vegas.

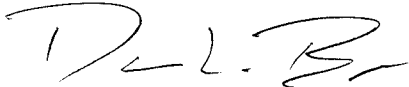
Nextwave agrees to notify IPWireless immediately in the event Nextwave receives any information that its operations in Las Vegas are suspected of causing interference. Nextwave agrees that, in addition to such notification, it shall cease operations on these frequencies immediately and shall have no right to operate further until such time as interference and/or compliance issues are resolved to IPWireless's satisfaction.

NextWave shall provide IPWireless such information concerning NextWave's usage of the channels as shall be required from time to time to permit IPWireless to satisfy any reporting requirement imposed upon IPWireless by the FCC.

In witness whereof, IPWireless and Nextwave have caused this agreement to be executed by their duly authorized representatives.

Very truly yours,

IPWireless, Inc.



Daniel W. Burke

Vice President

AGREED: _____

Name: Michael R. Wack

Title: Senior Vice President

Company: NextWave Telecom Inc.

DATED: March 14, 2004