5.3 The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

5.4 Amcell shall not be liable to Licensee or the System for any loss arising out of any action taken or omitted to be taken except if such act or omission constituted willful misconduct or gross negligence on the part of Amcell. Neither Amcell nor Licensee shall have any liability for failure to comply with the Agreement if such failure results from the occurrence of any contingency beyond the reasonable control of the party.

5.5 All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, address to the following:

If to Licensee:	Ellis Thompson 5406 North Missouri Avenue Portland, Oregon 97217
With a Copy to:	Stuart F. Feldstein, Esquire Fleischman and Walsh, P.C. 1725 N Street, N.W. Washington, D.C. 20036
If to Amcell:	Amcell of Atlantic City, Inc. Bayport One, Suite 400 Verona Boulevard West Atlantic City, New Jersey 08232 Attn: Mr. John F. Scarpa President
With a Copy to:	William S. Clarke, P.A. 105 College Road East Forrestal Center Princeton, New Jersey 08540

5.6 Nothing in the Agreement shall be construed to render Amcell and Licensee partners or joint venturers or to impose upon any of them any liability as such.

5.7 The Agreement constitutes the entire understanding between and among the Parties and supersedes any prior understandings respecting the subject matter thereof.

5.8 The Agreement shall not be changed, waived, released or discharged except t. a writing signed by an officer or authorized representative of each of the Parties.

5.9 The Agreement shall be binding upon and inure to the benefit of the Parties, their successors and legal assigns.

5.10 The Parties shall execute and deliver such further instruments and perform such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

5.11 Nothing herein shall be construed to be to the benefit of or enforceable by any third party.

5.12 All article, section and paragraph titles or captions contained in the Agreement are for convenience only and shall not be deemed part of the text of the Agreement.

5.13 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

5.14 The Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date hereinabove indicated.

AMCELL OF ATLANTIC CITY, INC.

By: _____
John Scarpa
President

Ellis Thompson

ELLIS THOMPSON CORPORATION

By: Ellis Thompson
Ellis Thompson
President

American Cellular Network Corp. hereby guarantees payment and performance of all obligations of Amcell of Atlantic City, Inc. under the foregoing Agreement.

AMERICAN CELLULAR NETWORK CORP.

By: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date hereinabove indicated.

AMCELL OF ATLANTIC CITY, INC.

By: _____
John Scarpa
President

_____
Ellis Thompson

ELLIS THOMPSON CORPORATION

By: _____
Ellis Thompson
President

American Cellular Network Corp. hereby guarantees payment and performance of all obligations of Amcell of Atlantic City, Inc. under the foregoing Agreement.

AMERICAN CELLULAR NETWORK CORP.

By: _____

SCHEDULE A

OUTLINE SYSTEM CONFIGURATION

The Atlantic City Cellular System has been configured with the following criteria:

- to provide maximum coverage throughout the Atlantic City MSA

- the ability to immediately overlap with adjacent Motorola Systems to provide uninterrupted regional cellular telephone service

- the ability to be easily and cost effectively integrated into the non-wireline cellular network serving the region adjoining the Atlantic City MSA

In that regard, the system will be constructed as follows:

- 4 cell sites strategically located to provide reliable coverage along all major traffic routes to casino, beach, resort, and marine areas

- with planned overlaps to the adjacent Motorola System controlled by the Philadelphia Switch. These overlaps will occur with cell sites located in Camden, Burlington and Gloucester Counties, New Jersey

- cell site equipment and antennas will be located at existing towers/tall buildings to minimize costs and construction time

To minimize leased line charges from the Atlantic City MSA Cell Sites to the Wilmington Switch, which will process all calls, the voice and data links will be "hubbed" or combined at one of the Atlantic City MSA Cell Sites. At this point, the data

will be sent to the adjacent Salem County Cell Site via microwave and into the existing Wilmington Cellular Communications Network for switch processing. The distance between the sites is less than 20 air miles and is an ideal microwave path.

Since the Motorola "DMX" feature, which permits inter system roaming, automatic completion of calls on a wide area basis, and customer validation has already been fully implemented in Wilmington and Philadelphia; there will be no additional hardware, software or communications' link costs to the Atlantic City System. Thus, the Atlantic City System will automatically become part of the wide area Delaware Valley non wireline cellular system, a feature which the wireline carrier BAMS cannot yet offer.

AMENDMENT NO. 1 TO THE

AGREEMENT

THIS AMENDMENT NO. 1 is made on September 8, 1988 between AMCELL OF ATLANTIC CITY, INC., a New Jersey corporation ("Amcell"), having an office at One Belmont Avenue, Bala Cynwyd, Pennsylvania 19004, ELLIS THOMPSON, an individual, and ELLIS THOMPSON CORPORATION, (collectively "Licensee"), with an address at 5406 North Missouri Avenue, Portland, Oregon 97217. All capitalized terms used in this Amendment No. 1 (the "Amendment") that are defined terms in the agreement dated as of December 30, 1987 between the parties herein shall have the same meaning ascribed to them therein unless otherwise specified herein.

WITNESSETH:

WHEREAS, Licensee entered into an agreement (the "Agreement") with Amcell dated as of December 30, 1987, whereby Amcell has agreed to construct, maintain and provide telephone switching services for the System; and

WHEREAS, Amcell is currently providing cellular communication services to approximately 1500 customers in the Atlantic City, New Jersey MSA pursuant to a Reseller Agreement with Bell Atlantic, the wireline licensee, which cumstomers Amcell is willing to serve through the System; and

WHEREAS, Amcell has existing offices and facilities,

management, technical and marketing personnel, and an extensive network of sales agents in Atlantic and Cape May Counties, New Jersey; and

WHEREAS, Amcell is experienced in the management and operation of cellular communications systems and Licensee has requested Amcell to render supervisory services in connection with the management and operation of the System;

WHEREAS, the parties desire to amend the Agreement to provide that Amcell will manage and operate the System on the terms and conditions hereafter set forth and to provide that Amcell will not, as a reseller, solicit or serve new customers in Atlantic City.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The definition of "Agreement" in Section 5.1 of the Agreement is hereby amended in its entirety to read as follows:

> "Agreement" shall mean this Agreement entered into between Licensee and Amcell, as amended by Amendment No. 1 dated as of September 8, 1988.

2. The following definition is hereby added to Section 5.1 of the Agreement:

> "Licensee" shall mean Ellis Thompson, Ellis Thompson Corporation or any entity which holds the Construction Permit or Operating License for the System.

3. Section 5.9 of the Agreement is hereby amended in its entirety to read as follows:

> This Agreement shall be binding upon and inure to the

benefit of the parties, their successors and assigns. Licensee shall cause any successor or assign to assume Licensee's obligations hereunder, including Licensee's obligation to pay Amcell a management fee and disposition fee. This provision shall apply to successors or assigns to the System's assets, the Operating License and the Licensee's and other interest holders' equity.

4. The following section 5.15 is hereby added to the Agreement:

5.15. If any provision hereof is found by a court or agency of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

5. The following Article IVA is added to the Agreement:

IVA. <u>Management</u>:

4A.1 Subject to Licensee's oversight and review, Amcell shall supervise and manage the development and operation of the System.

4A.2 Specifically, but without limitation, Amcell shall, subject to Licensee's continuing oversight and review, arrange for and supervise the performance of the following functions:

(a) Interviewing, hiring, discharging and training personnel.

(b) Establishing office and accounting procedures and administration thereof.

(c) Establishing procedures for the replacement and expansion of the System.

(d) Establishing procedures for hiring agents and dealers to install cellular communications equipment.

(e) Preparing market surveys of Atlantic City, New Jersey from time to time, and on the basis thereof preparing and submitting to Licensee operating projections which will include: (i) a breakdown of foreseeable capital requirements for additional operating facilities; (ii) annual operating budgets; and (iii) cash flow analyses.

(f) Preparing advertising and sales promotion programs, including newspaper, radio and other advertising, direct selling and special events activities, and, if applicable, coordinating all promotions with Amcell's promotions for Amcell's Long Branch, New Brunswick, Trenton and Wilmington systems.

(g) Preparing monthly reports to Licensee regarding operations for the preceding month and also

regarding general developments in the cellular communications industry as they may affect the System's operations.

(h) Subject to Licensee's review, approval and execution, completing and filing all reports, applications and other filings required to be made with the Federal Communications Commission.

4A.3 As compensation for such services, Amcell shall be entitled to a management fee, calculated and payable monthly, equal to 15% of "Gross System Revenues" during the initial term of this Article IV A and any renewals thereof. For purposes of the foregoing, "Gross System Revenues" shall include all charges billed to System users, including home, foreign and reseller users and all charges for equipment sold or licensed to third parties but shall not include "pass-through" revenues collected by the System in respect of charges for service rendered by other cellular telephone companies to System subscribers.

4A.4 Amcell shall be entitled to reimbursement for its reasonable out-of-pocket expenses incurred by Amcell in the management of the System. Operating and management expenses may include telephone, travel and copying charges and salaries of any full or part-time employees used in marketing, engineering and non-supervisory services to the extent required for the operation of the

System, but may not include reimbursements to Amcell for its own management salaries, corporate overhead, rent, leasehold or utilities expenses. Licensee shall pay such reimbursements to Amcell at the end of each month upon receipt ef expense statements or vouchers for such expenses.

4A.5 Amcell may, upon Licensee's request, in connection with the operation of the System, render services or furnish facilities or equipment beyond the services required to be performed under this Agreement, such as billing, accounting and bookkeeping services. In such case, Amcell shall be entitled to be paid for such services, facilities or equipment in addition to compensation or reimbursement to be paid pursuant to any other provision of this Agreement at reasonable rates.

4A.6 Licensee shall bear any and all losses resulting from the operation of its business, and Amcell shall not, under any circumstances, be held liable therefor.

4A.7 The parties recognize that Amcell is engaged directly or through subsidiaries and affiliates in various cellular communications businesses, including providing cellular service to customers in Atlantic City as a reseller. Nothing herein shall be construed to prevent the continued involvement of Amcell or any of its subsidiaries or affiliates in providing cellular services as a reseller to its current customers in Atlantic City

or in other cellular communications businesses, whether such involvement now exists or occurs in the future. Amcell agrees that from the date hereof Amcell shall not solicit or serve as a reseller any new customers in Atlantic City.

4A.8 Other than in connection with a sale of the System's assets or Licensee's or other parties' equity interests in the System to Amcell or to a current equity holder, Amcell shall be paid a disposition fee equal to 10% of the sale price paid or payable to the Licensee plus any liabilities assumed by the purchaser in connection with the sale of the System's assets or Licensee's or other parties' equity interests in the System. The parties agree that Amcell shall act as the exclusive agent for any such transaction.

4A.9 The initial term of this Article IV.A shall commence on the date hereof and shall terminate on the tenth anniversary of the date that the System commences public service. Thereafter, Amcell shall have the options, upon six months prior written notice to Licensee in each instance, to extend the term of this Article IV.A for two additional five (5) year periods. At least six months prior to any termination, the parties shall confer regarding the possible renewal of management services on mutually acceptable terms and conditions.

6. Except as expressly set forth in this Amendment, the terms

and conditions of the Agreement shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Management Agreement on the date first above written.

AMERICAN CELLULAR NETWORK CORP.

By: _____

President

_____

ELLIS THOMPSON

ELLIS THOMPSON CORPORATION

By: _____

President

LAK-0014A-CE
06-16-89

AMENDMENT NO. 2

This AMENDMENT No. 2 is made on this 16TH day of June, 1989 between AMCELL OF ATLANTIC CITY, INC., a New Jersey corporation "Amcell"), having an office at 1414 South Penn Square, 30th Floor, Philadelphia, Pennsylvania 19102-2408, ELLIS THOMPSON, an individual, and ELLIS THOMPSON CORPORATION, (collectively "Licensee"), with an address 5406 North Missouri Avenue, Portland, Oregon 97217. All capitalized terms used in this AMENDMENT No. 2 ("AMENDMENT") that are defined terms in the Agreement dated as December 30, 1987, as amended, between the parties herein shall have the same meaning ascribed to them therein unless otherwise specified herein.

WITNESSETH

WHEREAS, Licensee entered into an Agreement (the "December Agreement") with Amcell dated as of December 30, 1987, whereby Amcell agreed to construct, maintain and provide telephone switching services for the System; and

WHEREAS, Licensee entered into an Amendment No. 1 (the "Amendment 1"; the December Agreement as amended by Amendment 1 hereinafter the "Agreement") with Amcell dated as of September 8, 1988, whereby Amcell agreed to manage the System and to stop soliciting as a reseller any new customers in Atlantic City.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Sections 4A.3 and 4A.4 of the Agreement are hereby amended

in their entirety to read as follows:

> 4A.3 As compensation for such services, Amcell shall be entitled to a Management Fee, calculated and prepared monthly, equal to 9% of "Gross System Revenues" during the initial term of this Article IV and any renewals thereof. For purposes of the foregoing Gross System Revenues shall include all charges billed to system users, including home, foreign and reseller users, including roamer and toll pass through revenues and all charges for equipment sold or licensed to third parties.
>
> 4A.4 Amcell shall be entitled to reimbursement for its reasonable out-of-pocket expenses incurred by Amcell in the management of the System. Operating and management expenses may include telephone, travel and copying charges and salaries of any full or part-time employees used in operating, marketing and engineering services to the extent required for the operation of the System, but may not include reimbursements to Amcell for its own management salaries, corporate overhead, rent, leasehold or utilities expenses. Licensee shall pay such reimbursements to Amcell at the end of each month upon receipt of expense statements or vouchers for such expenses.

2. The last sentence of Section 4A.7 of the Agreement is hereby amended in its entirety to read as follows:

> Amcell agrees that from June 1, 1989, Amcell shall not solicit or serve as a reseller any new customers in Atlantic City.

3. Except as set forth in this Amendment, the terms and conditions of the Agreement remain in full force and affect without modification.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment No. 2 on the date first written above.

AMCELL OF ATLANTIC CITY, INC.

By: _____

ELLIS THOMPSON CORPORATION

By: _____
President

By: _____
ELLIS THOMPSON

AMENDMENT NO. 3 TO AGREEMENT

This **AMENDMENT NO. 3** is made as of this 23rd day of November, 1990 between **AMCELL OF ATLANTIC CITY, INC.** ("Amcell"), having an office at 1414 South Penn Square, Philadelphia, Pennsylvania 19102-2408, **ELLIS THOMPSON**, an individual, and **ELLIS THOMPSON CORPORATION** (together, "Licensee"), each having an address at 5406 North Missouri Avenue, Portland, Oregon 97217. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the December Agreement (as such term is defined below).

W I T N E S S E T H :

WHEREAS, the parties hereto entered into an Agreement (the "December Agreement") dated December 30, 1987 pursuant to which Amcell agreed to construct, maintain and provide telephone switching services for the System; and

WHEREAS, the parties hereto entered into an Amendment No. 1 to the Agreement ("Amendment 1") dated September 8, 1988 pursuant to which, inter alia, Amcell agreed to manage the System; and

WHEREAS, the parties hereto entered into an Amendment No. 2 ("Amendment 2") dated June 16, 1989 pursuant to which the terms of the compensation to be paid to Amcell to manage the System were modified (the December Agreement, Amendment 1 and Amendment 2 collectively, the "Agreement").

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Section 4A.4 of the Agreement is hereby amended in its entirety to read as follows:

"4A.4 The parties acknowledge that as of the date hereof, the management of the System will be conducted by Amcell through the services of its personnel and the personnel of its corporate parent, American Cellular Network Corp. ("Parent"), located at their offices at 1414 South Penn Square, Philadelphia, Pennsylvania, and that such personnel also provide services to Parent and other affiliates and subsidiaries of Parent, including Wilmington Cellular Telephone Company ("WCTC"). The parties agree that, as of the date of this Amendment No. 3, the day-to-day activities of the System will be administered by WCTC. Amcell shall be entitled to reimbursement for the reasonable out-of-pocket expenses of Amcell and Parent incurred in the management of the System, and for an allocated share of expenses and overhead costs of WCTC including without limitation telephone, travel, copying charges, salaries and benefits of employees, rent and leasehold and utilities expenses, based upon the methods of allocation indicated in the attachment hereto entitled "Allocation of Costs". Licensee shall pay such reimbursement at the end of each month upon receipt of expense statements or vouchers for such expenses."

2. Except as set forth herein, the terms and conditions of the Agreement remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment No. 3 to Agreement on the date first written above.

AMCELL OF ATLANTIC CITY, INC.

By: _____
Joseph Grenuk

_____
Ellis Thompson

ELLIS THOMPSON CORPORATION

By: _____
Ellis Thompson

ALLOCATION OF COSTS

	Percentage of Costs Allocable on Basis Of:	
	Pop	Subs
General & Administrative		
Salaries & Benefits	50%	50%
Admin Office Telephone	50%	50%
Admin Office Supplies & Expenses	50%	50%
Audit Fees	Direct	
Insurance	Direct	
Admin Office Rent	50%	50%
Legal	Direct	
Billing Expense	Direct	
Bad Debt	Direct	
Credit & Collection	Direct	
PRV	Direct	
Sales & Marketing	Direct	
Operations		
Salaries & Benefits	System Usage	
Cell Site Rent, Elec, Phone	Direct	
Equip Maintenance	Direct	
Interconnect	System Usage	
Switch Related Expenses	Not Allocable- Included in switching fee	
Customer Service	0%	100%

Hypothetical Example - Office Rent:

	Wilm	AC	Total
1991 Population	$577,900	$325,420	$903,320
1/1/91 Retail Subs	9,774	2,791	12,564
1991 Population Percent/Total	64%	36%	100%
1991 Retail Subs Percent/Total	78%	22%	100%
50/50 Pops/Subs Average	71%	29%	100%
Office Rent is - $80,000: Allocation is ---------->	$ 56,800	$ 23,200	$ 80,000

CELLULAR ONE® LICENSE AGREEMENT

between

Cellular One Group

and

Ellis Thompson Corporation

EXHIBIT
Smith-2
4/25/95

AM 144461

CELLULAR ONE LICENSE AGREEMENT

TABLE OF CONTENTS

SECTION NO.	TITLE	PAGE NO.
I.	GRANT	2
II.	TERM AND RENEWAL	3
III.	DUTIES OF LICENSOR	4
IV.	DUTIES OF LICENSEE	6
V.	FEES AND REPORTING	8
VI.	MARKS	9
VII.	CONFIDENTIAL INFORMATION	12
VIII.	ADVERTISING	14
IX.	INSURANCE	17
X.	TRANSFER OF INTEREST	18
XI.	DEFAULT AND TERMINATION	20
XII.	OBLIGATIONS UPON TERMINATION OR EXPIRATION	24
XIII.	INDEPENDENT STATUS AND INDEMNIFICATION	25
XIV.	APPROVALS AND WAIVERS	26
XV.	NOTICES	27
XVI.	ENTIRE AGREEMENT	27
XVII.	SEVERABILITY AND CONSTRUCTION	28
XVIII.	APPLICABLE LAW	28
XIX.	ACKNOWLEDGMENTS	29

CELLULAR ONE® LICENSE AGREEMENT

THIS AGREEMENT is entered by and between Cellular One Group, a Delaware general partnership ("Licensor"), and Ellis Thompson Corporation, a corporation/~~partnership~~ organized under the laws of Oregon ("Licensee").

PREAMBLE

Licensor is a general partnership (the "Partnership") of Cellular One Marketing, Inc. ("COMI"), a subsidiary of Southwestern Bell Mobile Systems, Inc. ("SBMS"), and Cellular One Development, Inc., a subsidiary of McCaw Cellular Communications, Inc. ("McCaw"). Additional partners may be admitted to the Partnership from time to time. (The Partnership partners as they may exist from time to time are referred to as the "Partnership Partners").

SBMS previously owned and licensed the service mark "Cellular One" and certain related trademarks, service marks and designs, which marks SBMS assigned to the Partnership following formation of the Partnership. Licensee already may be using one or more versions of the Cellular One mark pursuant to a previous license agreement with SBMS, which agreement was assigned to Licensor as of December 31, 1990.

Licensor intends to use and license these marks, the earlier/other versions thereof, the marks designated on Exhibit A hereto and such other marks as it may hereafter designate in writing (collectively referred to as the "Marks") for use in connection with the business of providing public cellular radio telecommunications service ("Cellular Telephone Service") and equipment ("Cellular Telephone Equipment"). Licensor's goal is to build nationwide recognition of the Marks as synonymous with dependable, high quality Cellular Telephone Service through the licensing of independent Cellular Telephone Service providers on the Block A or non-wireline frequencies ("Providers") who meet the qualifications established by Licensor. Licensees will operate in the various markets ("market(s)") recognized and defined by the Federal Communications Commission ("FCC").

Toward this end, Licensor desires to grant licenses to use the Marks to Providers who agree to conduct their businesses in full accordance with FCC directives, interconnection guidelines, protocols, and other technical industry standards issued from time to time by the Telecommunications Industries Association, the Electronics Industries Association and comparable industry groups, as well as other standards of service, quality and customer

satisfaction specified from time to time by Licensor (collectively referred to as "Service Standards").

Licensee currently provides or, prior to the acceptance of this License Agreement by Licensor, will provide Cellular Telephone Service as a Provider pursuant to an FCC license for the market(s) described in Exhibit B (the "Licensed Territory").

Licensee desires to receive a license from Licensor to use the Marks to identify and promote its Cellular Telephone Service in the Licensed Territory and is willing to provide such service in accordance with the Service Standards, pursuant to the provisions of this License Agreement.

The parties therefore agree as follows:

I. GRANT

Licensor grants to Licensee, upon the terms and conditions of this License Agreement, the right, license and privilege to use the Marks only in the Licensed Territory and only to identify and promote its Cellular Telephone Service, which shall include ancillary support services such as voice mail on the telephone switch, extended service and warranty provisions for cellular telephones and the like. This License Agreement does not give Licensee any right to use the Marks in connection with Cellular Telephone Equipment or any rights to use the trademark (as opposed to the service mark) Cellular One. As long as this License Agreement is in effect, Licensee agrees to use the Marks in connection with the provision of Cellular Telephone Service in the Licensed Territory. If this License Agreement grants a license to Licensee with respect to multiple markets, then in the event that Licensee's rights under this License Agreement are terminated with respect to one or more of such markets in accordance with the provisions of this License Agreement, this License Agreement and specifically the term "Licensed Territory" shall thereafter be deemed to apply only to the remaining market(s) as to which Licensee's rights under this License Agreement continue. During the term of this License Agreement or any renewal term, Licensor agrees that it will not license any other Provider or other mobile communications service to use the Marks in the Licensed Territory, provided Licensee is actively using the Marks to identify itself as a Cellular One Provider in the Licensed Territory. Subject to the foregoing grant to Licensee of the right to use the Cellular One service mark for Cellular Telephone Service in the Licensed Territory, Licensee acknowledges that Licensor has the right to use and license the Marks in other territories anywhere in the world and to use and license the Marks and Cellular One trademark

AM 144464

or any other trademarks or service marks within or outside of the Licensed Territory.

II. TERM AND RENEWAL

A. Except as otherwise provided in this License Agreement, the term of this License Agreement is five (5) years, beginning on the date on which Licensor signs this License Agreement (the "Effective Date").

B. Licensee may, at its option, renew the license granted by this License Agreement for three (3) additional terms of five (5) years each provided that:

1. Licensee gives Licensor written notice of its election to renew not less than six (6) months nor more than twelve (12) months before the end of the expiring term;

2. Licensee continues to hold its FCC license(s) to provide Cellular Telephone Service in the market(s) with respect to which a renewal is being requested;

3. No later than ninety (90) days before the end of the expiring term, Licensee executes Licensor's then-current form of license renewal agreement, which agreement will supersede this License Agreement in all respects, provided that such license renewal agreement shall not contain any terms, provisions or conditions which differ materially from the terms, provisions or conditions of this License Agreement, except terms, provisions and conditions (i) which in the good faith judgment of Licensor are not materially adverse to Licensee, (ii) which are appropriate, in the good faith judgment of Licensor, to accommodate any material economic or market changes occurring during the prior five (5) year term, (iii) which Licensor determines in good faith are necessary to protect the Marks, or (iv) which relate to charges and fees (including increases) which Licensor believes in good faith are necessary to provide adequate support for the Cellular One license program generally;

4. The most recent customer satisfaction survey with respect to Licensee's Cellular Telephone Service (as described in Section III.C. of this License Agreement) conducted before the end of the expiring term indicates a rating of at least 65%, and, if such survey produces a rating below 85% (or such increased level as may be required pursuant to the provisions of Section IV.A. below), then Licensee shall have agreed in writing to use its best efforts to improve its customer satisfaction rating to at least 85% (or such increased level as may be required pursuant to the provisions of Section IV.A. below) by a certain