

FIRST AMENDMENT TO GROUND LEASE

This First Amendment (“Amendment”), made this _____ day of _____, 20____, modifies that certain Ground Lease (“Lease”) dated April 4th, 2000, by and between Winnebago County, a Wisconsin municipal corporation, having an address at 415 Jackson Street, Oshkosh, Wisconsin, 54901 (“Landlord”) and United States Cellular Operating Company LLC, a Delaware limited liability company, as successor in interest to Appleton Cellular Telephone Company, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 (“Tenant”).

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain premises located at 525 West 20th Avenue, Oshkosh, Wisconsin, 54901 for use as a telecommunications site including certain easements and a Leasehold Parcel (the “Premises”); and

WHEREAS, The Landlord and Tenant desire to reflect additional grants of easement in accordance with the Lease and to update the exhibits to the Lease accordingly.

NOW, THEREFORE, in consideration of the terms of the Lease and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Section 2 of the Lease, Grant of Easement Parcel(s) is hereby amended to add additional Easement Parcels to those originally granted in the Lease and said Easement Parcels are legally described in Exhibit A-1 attached hereto and made a part hereof, and depicted in Exhibit B-1 attached hereto and made a part hereof, and these additional Easement Parcel(s) shall be hereafter considered Easement Parcels as defined in the Lease.
- II. Tenant acknowledges that following this Amendment the Easement Parcels will include two access easements to the Leasehold Parcel, one of which (the 20 Foot Wide Ingress/Egress Easement in Exhibit A to the Lease) has an existing improved access road that is currently being utilized by Tenant (the “Existing Access Easement”), and the other (the 60 Foot Access/Utility Easement in Exhibit A-1 and B-1 hereto) which Landlord intends to improve with an access road at some point in the future (the “Future Access Easement”). Landlord represents and warrants that Tenant shall retain 24/7 access to the Leasehold Parcel during any construction of the access road within the Future Access Easement and that any such construction shall be at the Landlord’s sole cost. So long as construction is completed in accordance herewith, in a good and workmanlike manner, and the Future Access Easement can provide substantially the same or an improved level of access for Tenant to the Leasehold Parcel as the Existing Access Easement (including the load bearing limits of the new access road) then following Landlord’s written request therefore Tenant shall, within thirty (30) days, sign such documentation as is necessary to release and terminate the Existing Access Easement.

- III. Landlord and Tenant agree to sign an amended Memorandum of Lease contemporaneously with this Amendment to record the changes to Tenant's Easement Parcels in the local recorder of deeds office.
- IV. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the last signature date below.

LANDLORD:
 Winnebago County, a
 Wisconsin Municipal Partnership

TENANT:
 United States Cellular Operating Company
 LLC

By: Mark Harris_____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF WISCONSIN)
)
 COUNTY OF WINNEBAGO)

EXHIBIT A-1

10 FOOT WIDE ACCESS/UTILITY EASEMENT

A ten (10) foot wide Access/Utility Easement being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34) and the Southwest Quarter (SW1/4) of Section Thirty-Five (35), Township Sixteen (16) North, Range Eighteen (18) East, Town of Algoma, Winnebago County, Wisconsin containing 1,173 square feet (0.027 acres) of land and being 5 feet each side of and parallel to the following described line:

Commencing at the Southeast Corner of said Section 34; thence N89°-49'-12"W (recorded as N89°-28'-14"W) along the South line of the SE1/4 of said Section 34, a distance of 846.89 feet; thence N00°-00'-08"E (recorded as N00°-21'-06"E) 185.70 feet; thence N89°-49'-12"W (recorded as N89°-28'-14"W) 524.09 feet; thence N00°-44'-27"W (recorded as S00°-09'-18"W and N00°-23'-29"W) 199.55 feet; thence N00°-39'-38"W (recorded as S00°-15'-31"W and N00°-18'-40"W) 464.79 feet to the point of beginning; thence N89°-20'-22"E 117.29 feet to the point of termination.

60 FOOT WIDE ACCESS/UTILITY EASEMENT

A sixty (60) foot wide Access/Utility Easement being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34) and the Southwest Quarter (SW1/4) of Section Thirty-Five (35), Township Sixteen (16) North, Range Eighteen (18) East, Town of Algoma, Winnebago County, Wisconsin containing 86,449 square feet (1.985 acres) of land and being 30 feet each side of and parallel to the following described line:

Commencing at the Southeast Corner of said Section 34; thence N89°-49'-12"W (recorded as N89°-28'-14"W) along the South line of the SE1/4 of said Section 34, a distance of 846.89 feet; thence N00°-00'-08"E (recorded as N00°-21'-06"E) 185.70 feet; thence N89°-49'-12"W (recorded as N89°-28'-14"W) 524.09 feet; thence N00°-44'-27"W (recorded as S00°-09'-18"W and N00°-23'-29"W) 199.55 feet; thence N00°-39'-38"W (recorded as S00°-15'-31"W and N00°-18'-40"W) 464.79 feet; thence N89°-20'-22"E 117.29 feet to the point of beginning; thence S01°-02'-10"E 85.00 feet to a point herein after referred to as Point "A"; thence continue S01°-02'-10"E 159.32 feet; thence Southeasterly 87.67 feet along the arc of a curve to the left, having a radius of 56.00 feet and a chord of which bears S45°-53'-13"E 78.99 feet; thence N89°-15'-44"E 293.32 feet; thence Southeasterly 148.86 feet along the arc of a curve to the right, having a radius of 94.00 feet and a chord of which bears S45°-22'-13"E 133.79 feet; thence S00°-00'-09"E 146.19 feet; thence Southeasterly 87.96 feet along the arc of a curve to the left, having a radius of 56.00 feet and a chord of which bears S45°-00'-09"E 79.20 feet; thence N89°-59'-51"E 18.26 feet; thence Southeasterly 147.66 feet along the arc of a curve to the right, having a radius of

Exhibit A continued

94.00 feet and a chord of which bears S45°-00'-09"E 132.94 feet; thence S00°-00'-09"E 134.97 feet to the North right-of-way line of West Waukau Avenue and the point of termination. Also the following described line: Beginning at aforementioned Point "A"; thence S89°-20'-22"W 52.85 feet to a point herein after referred to as Point "B"; thence continue S89°-20'-22"W 65.00 feet to the point of termination. Also beginning at aforementioned Point "B"; thence N00°-39'-38"W 80.00 feet to the point of termination. The side lot lines of said easement are to be shortened or lengthened at the North right-of-way line of West Waukau Avenue.

EXHIBIT B - 1

