

MEMORANDUM OF LEASE

Document Number

THIS MEMORANDUM OF LEASE is made and entered into by and between St. Paul's Evangelical Lutheran Church, a Wisconsin Limited Liability Company, whose address is 210 E. Pleasant Street. Oconomowoc, Wisconsin 53066, hereinafter referred to as "Landlord", and United States Cellular Operating Company, LLC a Delaware limited liability company, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Rooftop Space Lease, entered into on the 25th of August, 2010, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Waukesha County, State of Wisconsin.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

- 1. The Lease gives Tenant the option to lease the property, exercisable at Tenant's sole discretion, for a period of eighteen (18) months commencing on the 25th day of August, 2010. Tenant may, at its sole discretion, extend the option term for an additional six (6) months.
2. In the event Tenant exercises the option, in its sole discretion, then the Landlord shall lease the property to the Tenant for an initial lease term of five (5) years commencing on the date that Tenant begins construction. The Lease provides for renewal terms that may extend the term of the lease for up to five (5) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.
3. If Tenant exercises the option, then Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.
4. This Memorandum of Leases is subject to all terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease will be resolved in favor of the Lease.

Recording Area

Name and Return Address:

Attorney Denis R. Vogel
Wheeler, Van Sickle & Anderson, S.C.
25 West Main Street, Suite 801
Madison, WI 53703

Site Name/Number: Oconomowoc DT/784648

This is not a Real Estate conveyance. No transfer tax is required under Wis. Statutes 77.21 & 77.22. This is a lease for less than 99 years.

Parcel Identification Number (PIN)

OCOC0563081001

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: St. Paul's Evangelical Lutheran Church

TENANT: United States Cellular Operating Company, LLC

By: Scott Kalien

By: Kevin R Lowell

Printed: SCOTT KALIEN

Printed: KEVIN R LOWELL

Title: EXECUTIVE DIRECTOR

Title: Vice President

Date: 7-31-2010

Date: 8/25/10

STATE OF Wisconsin)
COUNTY OF Waukesha)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Scott Kalien (and) _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Memorandum as (his) (her) (their) free and voluntary act on behalf of the named Landlord corporation for the uses and purposes therein stated.

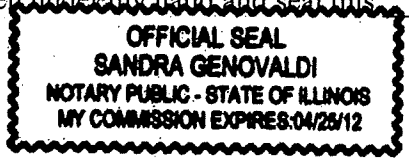
Given under my hand and seal this 31 day of July, 2010.

[Signature]
Notary Public
My commission expires 7-10-11

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that KEVIN R. LOWELL, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 25 day of August, 2010.



[Signature]
Notary Public
My commission expires 4/25/12

EXHIBIT A

Legal Description

PARENT PARCEL

LOT 208 HARD & ROCKWELL'S ADD PT SW1/4 SEC 33 T8N R17E & PT OF
W66 FT LOT 207 VOL 813/11 DEEDS ALSO PT VAC ST PAUL ST R2242/691

LEASE PARCEL

Part of Lot 208 of Hard and Rockwells Addition to Oconomowoc located in the Southwest Quarter (SW1/4) of Section Thirty-Three (33), Township Eight (8) North, Range Seventeen (17) East, City of Oconomowoc, Waukesha County, Wisconsin, containing 417 square feet (0.009 acres) of land and being described by:

Commencing at the Southeast Corner of said Lot 208; thence N26°-01'-44"E 62.33 feet along the East line of said Lot 208; thence N63°-58'-16"W 71.82 feet to the point of beginning; thence N63°-19'-37"W 2.00 feet; thence N26°-40'-23"E 1.80 feet; thence N63°-19'-37"W 2.19 feet; thence S26°-40'-23"W 2.00 feet; thence N63°-19'-37"W 0.50 feet; thence S26°-40'-23"W 0.50 feet; thence N63°-19'-37"W 16.90 feet; thence N26°-40'-23"E 19.94 feet; thence S63°-19'-37"E 19.94 feet; thence S26°-40'-23"W 1.74 feet; thence S63°-19'-37"E 1.63 feet; thence S26°-40'-23"W 10.16 feet; thence N63°-19'-37"W 1.32 feet; thence S26°-40'-23"W 2.20 feet; thence S63°-19'-37"E 1.34 feet; thence S26°-40'-23"W 5.14 feet to the point of beginning, being subject to any and all easements and restrictions of record.

20 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT

Part of Lot 208 of Hard and Rockwells Addition to Oconomowoc and a part of Vacated St. Paul Street all located in the Southwest Quarter (SW1/4) of Section Thirty-Three (33), Township Eight (8) North, Range Seventeen (17) East, City of Oconomowoc, Waukesha County, Wisconsin, containing 2,096 square feet (0.048 acres) of land and being Ten (10) feet each side of and parallel to the following described line:

Commencing at the Southeast Corner of said Lot 208; thence N26°-01'-44"E 62.33 feet along the East line of said Lot 208; thence N63°-58'-16"W 71.82 feet; thence N63°-19'-37"W 2.00 feet; thence N26°-40'-23"E 1.80 feet; thence N63°-19'-37"W 2.19 feet; thence S26°-40'-23"W 2.00 feet; thence N63°-19'-37"W 0.50 feet; thence S26°-40'-23"W 0.50 feet; thence N63°-19'-37"W 16.90 feet; thence N26°-40'-23"E 11.94 feet to the point of beginning; thence N63°-19'-37"W 30.87 feet; thence S73°-58'-54"W 18.77 feet; thence S26°-40'-23"W 55.18 feet to a point on the North line of Pleasant Street and the point of termination.

EXHIBIT A (continued)

Legal Description

8 FOOT WIDE UTILITY EASEMENT

Part of Lot 208 of Hard and Rockwells Addition to Oconomowoc and a part of Vacated St. Paul Street all located in the Southwest Quarter (SW1/4) of Section Thirty-Three (33), Township Eight (8) North, Range Seventeen (17) East, City of Oconomowoc, Waukesha County,

Wisconsin, containing 627 square feet (0.014 acres) of land and being Four (4) feet each side of and parallel to the following described line:

Commencing at the Southeast Corner of said Lot 208; thence N26°-01'-44"E 62.33 feet along the East line of said Lot 208; thence N63°-58'-16"W 71.82 feet; thence N63°-19'-37"W 2.00 feet; thence N26°-40'-23"E 1.80 feet; thence N63°-19'-37"W 2.19 feet; thence S26°-40'-23"W 2.00 feet; thence N63°-19'-37"W 0.50 feet; thence S26°-40'-23"W 0.50 feet; thence N63°-19'-37"W 16.90 feet; thence N26°-40'-23"E 11.94 feet to the point of beginning; thence N63°-19'-37"W 4.00 feet; thence S26°-40'-23"W 57.54 feet; thence S07°-10'-23"W 9.06 feet; thence S26°-01'-44"W 7.75 feet to a point on the North line of Pleasant Street and the point of termination. The side lot lines of said easement are to shortened or lengthened to terminate at the North line of Pleasant Street.