

✓ #4280

**AMENDMENT NUMBER ONE
to Option and Lease Agreement dated May 15, 2001**

THIS AMENDMENT, made the 27th day of August, 2001, modifies that certain Option and Lease Agreement (the "Lease") dated May 15, 2001, by and between the City of Lodi, 113 South Main Street, Lodi, Wisconsin 53555 ("Landlord") and Airadigm Communications, Inc., 2301 Kelbe Drive, Little Chute, Wisconsin 54140 as assigned to United States Cellular Operating Company, a Delaware corporation, doing business as United States Cellular Corporation, Attention: Real Estate Department, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 ("Tenant").

WHEREAS, Tenant has determined that Tenant needs additional ground space needs at the Premises, and Landlord is willing to provide that additional ground space.

A. In consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

I. The description of the Premises is amended to be the parcel described as the Lease Parcel on the map attached to this Amendment Number One as Exhibit A.

II. The Initial Rent shall be increased to \$14,400 Annual rental, payable \$1,200 monthly, said rent to be adjusted annually as provided in Section 7 of the Lease.

III. United States Cellular Operating Company, a Delaware corporation, doing business as United States Cellular Corporation, as the assignee under the above-referenced assignment, specifically agrees with Landlord that it shall be liable to Landlord for all obligations of Airadigm Communications, Inc. under the Lease and that it shall be liable to Landlord for the additional obligations of the Tenant created by this Amendment Number One.

IV. In all other respects, the Lease is hereby ratified and affirmed without change.

B. Landlord shall attempt to obtain the written consent of Lodi Golf Club, Inc. to this Amendment Number One. In the event Landlord is not able to obtain such consent within 30 days after this Amendment Number One is signed by Landlord, this Amendment Number One shall be null and void.

IN WITNESS WHEREOF, the parties have caused these presents to be duly subscribed and are bound as of the day and year first above written.

LANDLORD:

City of Lodi

By: Paul Fisk
Paul F. Fisk, Mayor

Date: 8/22/01

TENANT:

United States Cellular Operating Company, a Delaware corporation

By: Hichem H. Garnaoui
Hichem H. Garnaoui
Vice-President - Network Engineering

Date: August 31, 2001

COUNTERSIGNED:

By: Carol Gasser
Carol Gasser, Deputy Treasurer

Form approved at
USCell by JM

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Paul F. Fisk and Carol Gasser, known to me to be the same persons whose names are subscribed to the foregoing Amendment Number One to Option and Lease Agreement, appeared before me this day in person and acknowledged that they signed the said Amendment as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 22 day of August, 2001.

Dorothy R. Kente

Notary Public, State of Wisconsin
My Commission is permanent/expires 6/23/2002