Site Name: Antelope Park Site Number: 871323.1

AGREEMENT FOR PCS TOWER AND APPURTENANCES

Agreement made this day of _____, 2004 between the City of Lincoln, Nebraska, a municipal corporation, hereinafter "City" and **Florida RSA #8, LLC**, a Delaware Limited Liability company, doing business as *U. S. Cellular*®, hereinafter "U.S. Cellular".

1. Description of Premises. CITY grants to U.S. Cellular a license to occupy and use a certain parcel of real property located at 3761 Normal Blvd., Lincoln, NE, County of Lancaster as shown on the attached Exhibit A (the "Premises"), which is incorporated herein by this reference.

2. Term of Agreement. The primary term ("Primary Term") of this License will be for five years, and will commence 60 days from the date that the City of Lincoln executes this Agreement (the "Commencement Date"). The Primary Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred, unless sooner terminated as provided herein.

This Agreement may thereafter be renewed for four (4) additional terms (each a "Renewal Term") of five years each. The Agreement shall automatically renew for the first and second Renewal Term, unless U.S. Cellular provides the City with a notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term. The third and fourth Renewal Terms shall require the mutual consent of U.S. Cellular and the City. The City represents that at the time it enters into this Agreement it has no present intention not to renew this Agreement for the third and fourth Renewal Terms.

The parties agree that this License is irrevocable until this Agreement expires or terminates as provided herein.

3. Use of Premises. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing U.S. Cellular's communications equipment, including, but not limited to, the following:

a. Any and all antennas, dishes and/or grids as U.S. Cellular may deem appropriate, within a single six foot vertical area on the tower with the centerline being at approximately 100'

b. Transmission lines and mounting and grounding hardware.

c. US Cellular shall replace the existing shed with one 16' x 20' building; US Cellular shall have the use of 10' x 16' and CITY shall have the use of 10' x 16'.

d. An emergency generator (or other back up power source) to be located, at U.S. Cellular's option for US Cellular's use, within the Communications Compound, adjacent to the Communications Compound or within a separate area adjacent to the Communications Compound. The fuel tank for the generator (gasoline, diesel, butane, propane,

LPG or other) may be located either inside or outside the Communications Compound, in accordance with applicable building codes.

e. U.S. Cellular to replace the existing light pole with a two-carrier monopole communications tower (the "Tower"). US Cellular, at US Cellular's cost, shall re-attach the lights on the monopole after construction is completed.

f. U.S. Cellular shall have 24-hour 7 day a week access to the Premises.

For the purposes of this License, all of U.S. Cellular's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Compound, generator, generator shelter, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility." The concrete pad and Communications Facility may be installed by U.S. Cellular.

The Tower shall be approved by a qualified structural engineer licensed to practice in the State of Nebraska. U.S. Cellular will submit its building plans and specifications, under seal by the licensed structural engineer who approved the design of the Tower, to CITY for written approval prior to construction. Thereafter, CITY shall have thirty (30) days to accept or reject U.S. Cellular's building plans. Approvals will not be unreasonably withheld. If CITY does not approve the plans and specifications, this License will be void at U.S. Cellular's election, and terminate without penalty. The approved plans and specifications shall be attached hereto as Exhibit B.

As soon as reasonably possible after CITY accepts the building plans, U.S. Cellular shall construct and install, at U.S. Cellular's cost, the Communications Facility and the tower at the location depicted on Exhibit A, in accordance with the approved plans and specifications, Exhibit B. The Tower will be designed adequately to support two different antenna arrays measuring six feet vertically and spaced eighteen feet vertically on centers. The bottom array shall be a minimum of sixty feet above final grade. The Tower shall be a galvanized steel monopole design. The Communications Facility and the tower may be installed by U.S. Cellular or by any of U.S. Cellular's agents or contractors. U.S. Cellular may make alterations to the Communications Facility from time to time as U.S. Cellular determines to be necessary or desirable, subject to the approval process described above, which approval will not be unreasonably withheld.

U.S. Cellular may, at its own cost and expense, install, maintain and operate on the Tower or on the Premises, only the equipment necessary for the operation of the Communications Facility in accordance with the plans approved by CITY, as such plans may be amended from time to time for technological or capacity changes. Any damage to the Premises caused by the erection, operation and maintenance of the Tower shall be at U.S. Cellular's sole expense. U.S. Cellular may run transmission lines between U.S. Cellular's equipment and U.S. Cellular's antennas, dishes and grids.

All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations and codes. U.S. Cellular shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a

payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing CITY as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance with limits of not less than One Million Dollars ($1,000,000).

4. Other Licenses and Permits. U.S. Cellular shall secure from the proper governmental authorities all licenses and permits required by law for the erection, maintenance and operation of the Tower, also support structures and appurtenances thereto including the Communications Compound, before construction of the Communications Facility.

5. Ownership of Tower. The ownership of the Tower shall pass from U.S. Cellular to CITY when said erection is completed, the Tower certified for operation and US Cellular provides written notice to CITY . Until the ownership of the Tower passes to CITY, as provided above, the risk of loss for the same shall be borne by U.S. Cellular. Thereafter CITY shall bear all risk of loss and responsibility to maintain the Tower. If the Tower is damaged or destroyed by an act of nature or from whatever cause, before ownership passes to CITY, the Tower may, at the option of U.S. Cellular be repaired or if the damage is beyond repair, the damaged Tower must be removed at U.S. Cellular's cost and expense. If the Tower is destroyed or extensively damaged after ownership and risk of loss passes to CITY and within any term of this License, the tower may be replaced by CITY at its expense. If the City does not choose to replace the Tower in a timely manner, U.S. Cellular may terminate this license agreement. The City shall bear no obligation or responsibility for any losses to the Communication Facility if the tower is destroyed by an act of nature or by acts beyond the City's control.

6. Fees. U.S. Cellular shall pay to CITY a license fee to occupy and use the ground space in the Premises and space on the Tower ("License Fee"). However, in order to allow U.S. Cellular to recoup its Tower construction costs, there will be no License Fees paid by U.S. Cellular to CITY for the first forty-eight (48) months following the Commencement Date. Beginning with the first day of the 49th month following the Commencement Date and continuing thereafter for the duration of the Primary Term, if applicable, and any Renewal Term, the annual License Fee shall be $25,500 payable in twelve equal monthly installments of $2,125 in advance on or before the first day of each and every calendar month. The annual rent in each succeeding year of the Primary Term, if applicable, and any Renewal Term shall be **103%** of the Rent in effect during the immediately preceding lease year (the "Percentage Increase") (for example, and by way of illustration only, if the Percentage increase of 103% is used and the prior year's Rent was $1000, the next year's rent would be $1030. The License Fee for any period during the term of this License that is less than one (1) year will be prorated on a monthly basis. All payments shall be made payable to and mailed to the following address:

City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

7. Access to CITY Property. It is acknowledged that the Tower and appurtenances thereto are constructed on CITY property which is a vital part of CITY's operations. U.S. Cellular shall operate the tower and appurtenances thereto on the licensed Premises in such a manner so that the operation does not interfere with CITY's operation of its

property nor will it interfere with access to the property by CITY personnel, agents or contractors. U.S. Cellular agrees to comply with any rules, regulations, and procedures that may be adopted by CITY from time to time to provide reasonable security measures to protect the Premises and CITY. CITY retains the right to use the licensed Premises at any time in connection with the need of CITY to provide service to its customers. CITY will endeavor to do so in such a manner so as to not interfere with the construction, operation and maintenance of the Tower. CITY retains the right to use the licensed Premises in any ways that do not interfere with U.S. Cellular's uses.

8. Taxes. Since the real property is owned and used by a governmental entity (CITY), it is potentially tax-exempt. U.S. Cellular shall be responsible for and pay all taxes before any penalties or interest shall accrue thereon, as an additional license fee, if taxes are subsequently levied against the Communications Facilities. U.S. Cellular will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its possession or use of the communications facility or buildings on the Premises.

9. Payment of Utilities. U.S. Cellular shall fully and promptly pay for all utility service of every kind furnished to the licensed Premises throughout the license term. CITY shall not be liable for any damage to equipment or loss of revenue to U.S. Cellular resulting from the interruption of utility services unless due to the negligent or intentional acts of City. All fees due under this Agreement shall continue notwithstanding any interruption of power or other required utility facilities, except for the willful act of CITY.

10. Maintenance of Licensed Premises. CITY will maintain the Tower in a proper operating and safe condition. All costs associated with the maintenance and repair of the Tower, including painting, will be paid by CITY, unless the damage to the Tower is caused by U.S. Cellular, in which case U.S. Cellular shall repair such damage or, at U.S. Cellular's option, reimburse CITY for the costs and expenses incurred by CITY to repair the damage.

U.S. Cellular shall, throughout the term of this license, at its own cost and expense, keep and maintain the Communications Facilities and all appurtenances thereto including all constructed improvements in good, sanitary, lawful and neat order, condition and repair, excluding any of CITY's property and equipment from the licensed Premises, the Tower and Non-Antenna Appurtenances. U.S. CellularAny landscaping of the Premises, required as a result of the installation of US Cellular's Communication Facilities, required by the City of Lincoln or any other appropriate governmental authority shall be done at the sole cost and expense of US Cellular, including all necessary maintenance. Neither U.S. Cellular nor any other party shall be allowed to display any signage or advertisement on the tower, on any building within the Premises or anywhere on the Premises, except as required by law. U.S. Cellular shall take all necessary measures and precautions to prevent unauthorized persons access to the Premises, buildings located on the Premises and to the tower.

11. Liability. CITY shall not be liable for damage to U.S. Cellular's improvements or for any loss or damage to any vehicles parked upon the licensed Premises, except for the negligent or willful act of CITY. U.S. Cellular shall at all times during the term of this license carry at its own expense public liability insurance of not less than One Million Dollars ($1,000,000.00) for the injury to or death of one person, and not less than Two Million Dollars ($2,000,000.00) for the injury to or the death of two or more persons arising out of a

single accident or occurrence on the licensed Premises, naming CITY as an additional insured on such policy. The City may adjust the required amounts of such insurance during the term of the agreement in conjunction with changes in the amounts recoverable under state law but in no event in an amount greater than five million dollars ($5,000,000.00) without the agreement of US Cellular. U.S. Cellular shall furnish CITY with a certificate of such insurance policy which shall provide such insurance policy shall not be reduced without first having given CITY thirty (30) days written notice of such reduction. Any contractor or subcontractor performing work on the Premises for or on behalf of U.S. Cellular shall carry statutory workers' compensation insurance, comprehensive general liability and automobile insurance with limits of not less than One Million Dollars ($1,000,000.00).

12. Property Damage Insurance. During the term of the license, U.S. Cellular shall keep in full force and effect a commercial liability insurance policy with limits of not less than $1,000,000.00, that shall cover damage to CITY's property.

13. Modular Building. U.S. Cellular may erect, at its own cost and expense, one modular building on the Premises, which shall be maintained, repaired and secured by U.S. Cellular. The modular building must be constructed according to the applicable laws and regulations of the State of Nebraska. The plans for and location of the modular building on the Premises must be approved in advance by CITY before the same can be placed on the Premises. At the time this Agreement is terminated, U.S. Cellular shall have ninety (90) days thereafter to remove the modular building from the Premises or the same, together with all equipment therein, shall become the property of CITY. The City and U.S. Cellular may choose to jointly develop a building which may be used by other providers, as determined by the City.

14. Indemnification. To the fullest extent permitted by law, the U.S. Cellular shall indemnify and Hold Harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the U.S. Cellular's use and occupation of the Site, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by U.S. Cellular or anyone directly or indirectly employed by U.S. Cellular, or anyone for whose acts any of them may be liable. This section shall not require U.S. Cellular to indemnify or Hold Harmless the City for any losses, Claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City shall indemnify and hold US Cellular harmless, to the extent allowed by Nebraska Law, from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the City. Nothing in this Article shall require either party to indemnify the other party against such other party's own willful or negligent misconduct.

15. Assignment, Renting or Leasing Space. U.S. Cellular shall have the right to sublicense or assign its rights under this License to any party affiliated, under common control or otherwise related to U.S. Cellular, successor legal entities or any party acquiring substantially all the assets of U.S. Cellular (the "Control Group") without the consent of CITY. U.S. Cellular may sublicense or assign its rights under this License to any other entity with CITY's consent, which will not be unreasonably withheld; provided, however, such assignment or sublicense shall not relieve U.S. Cellular of any of its liability or responsibility hereunder.

16. Events of Default. Default shall occur if any one or more of the following events shall happen:

a. U.S. Cellular shall default in the punctual payment of the license fee and such default shall continue for thirty (30) days after receipt of written notice from CITY; or

b. If either party shall neglect or fail to perform or observe any of the material provisions of this License Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof from the other party, the other party may, at its option, 1) cure the failure at the defaulting party's expense, or 2) terminate this License. If any such default cannot reasonably be cured within thirty (30) days, the defaulting party will not be deemed to be in default under this License if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

17. Environmental Laws. U.S. Cellular warrants and agrees that it will conduct its activities on the property in compliance with all applicable environmental laws (as defined in attached Exhibit 6(C). CITY represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substance (as defined in attached Exhibit D) as of the date of this Agreement.

CITY shall be responsible for, and shall promptly conduct any investigation and remediation as required by any environment laws or common law, of all spills or other releases of hazardous substance, not caused solely by U.S. Cellular that have occurred or which may occur on the property.

U.S. Cellular agrees to defend, indemnify and hold CITY harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that CITY may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or release into the environment arising solely from U.S. Cellular's activities on the property.

The indemnification in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

18. Nebraska Law. This license shall be construed and enforced in accordance with the laws of the State of Nebraska and any legal action brought in respect thereto shall be brought either in the state courts of the State of Nebraska located in Lincoln, Nebraska, or if applicable, in the United States District Court located in Lincoln, Nebraska.

19. Binding Effect. This Agreement shall inure to the benefit and be binding upon U.S. Cellular, its successors or assigns.

20. Interference. U.S. Cellular shall at all times pertinent hereto be responsible for the proper operation of its equipment located on the Premises and shall make certain that the same complies with all pertinent laws, rules and regulations of any applicable

governmental authority. In the event that U.S. Cellular's equipment causes interference with any of CITY's equipment or to any communications facilities of a third party including the public that existed on the Premises prior to the installation of US Cellular's installation, U.S. Cellular, upon notice received of the interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

Notwithstanding the foregoing, the parties intend to be bound to the principle that the communications U.S. Cellular who is first in time on the Tower or Premises shall be protected from interference by subsequent U.S. Cellulars. CITY will not use the tower or Premises in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result from the operation of any transmitters, equipment, antennae, dishes or other equipment or devices to the Communications Facility, then CITY shall immediately cause such operations to cease until such interference is eliminated, provided that to do so would not jeopardize, compromise, limit, impair, or otherwise interfere with CITY's use of its properties. If CITY is unable to cure such interference within thirty (30) days of U.S. Cellular's demand, U.S. Cellular may terminate this lease without penalty.

21. Additional Licenses. U.S. Cellular acknowledges the right and authority of CITY to grant and lease or license additional licenses for telecommunications equipment and appurtenances thereto of other users on CITY's Tower so long as such grant and lease or license does not interfere with U.S. Cellular's use of its licensed space on the Tower.

22. Entire License Agreement. This license contains the entire understanding of the parties hereto with respect to the conditions of this license and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this license agreement or unless mutually agreed to in writing between the parties hereto after the date hereto, and neither party has relied on any verbal representation, agreements, or undertakings not expressly set forth herein.

23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier, to the following addresses:

CITY: City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

With a copy to: Steven Huggenberger
Assistant City Attorney
575 S. 10Th / Room 4201
Lincoln, Nebraska 68508

U.S. Cellular: US Cellular
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Attn: Real Estate Department

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

24. Contingencies. This License Agreement and U.S. Cellular's obligations hereunder are expressly contingent upon the following:

a. U.S. Cellular's satisfaction with the status of title to the Premises and, at U.S. Cellular's option and its expense, U.S. Cellular's receipt of a licensehold title insurance policy insuring its license interest in the Premises, in form and substance satisfactory to U.S. Cellular. CITY shall execute the standard form of title company affidavit in order to enable U.S. Cellular to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to U.S. Cellular and which do not interfere with U.S. Cellular's use of the Premises; and

b. U.S. Cellular's satisfaction, within the first year of the agreement, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; and U.S. Cellular's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for U.S. Cellular to use and operate the Communication's Facility on the Premise.

In the event that any of the foregoing occurs U.S. Cellular may terminate this License Agreement without penalty.

U.S. Cellular is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premise are suitable for U.S. Cellular's use intended by this License.

25. Termination. U.S. Cellular may terminate this License Agreement at any time by notice to CITY without further liability if:

a. U.S. Cellular does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications Facility, or if any such approval is canceled, expires or is withdrawn or terminated; or

b. CITY fails to have proper ownership of the Premises or authority to enter into this License Agreement.

Upon termination, all prepaid rent will be retained by CITY unless such termination is due to CITY's failure of proper ownership or authority, or such termination is a

result of CITY's default. Additionally, upon termination or non-renewal U.S. Cellular must remove its antenna arrays and platforms that it owns from the Tower within thirty (30) days after the expiration of this Agreement. Failure to so remove the antenna arrays and platforms will, at the City's option, 1) result in the same being owned by CITY; or 2) result in the same being removed by the City at U.S. Cellular's cost.

IN WITNESS WHEREOF, the parties have executed this license agreement the day and year first above written.

CITY OF LINCOLN, NEBRASKA,

By:_____
Mayor Coleen Seng

Florida RSA #8, LLC, a Delaware limited liability company, d/b/a US Cellular

By: _____
Hichem H. Garnaoui
Title: Vice President

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln , known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2004.

_____
Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

Given under my hand and seal this 26 day of MARCH, 2004.

Tina M. Whelan
Notary Public

My commission expires 01-18-06

OFFICIAL SEAL
TINA M WHELAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/18/06

EXHIBIT A

PROPERTY: (Assessor's Description to be defined and replaced upon survey)
Irregular Tracts Lots 58, 37, & 69 NE 31-10-7

PREMISES:

To be described and replaced upon survey

ACCESS AND UTILITY EASEMENTS:

To be described and replaced upon survey

SITE ADDRESS: 3761 Normal Blvd., Lincoln, NE

EXHIBIT B

SITE: Antelope Park Site #: 871323.1 FCC REGISTRATION # 0008710014

TENANT NAME: US Cellular TEL #: 402-434-9307

CONTACT: Doug Rogers

ANTENNA INFORMATION

FCC Call Letters: WPY1874 Type of Modulation or other Emissions: CDMA

Type of antenna: Panel Make: EMS

Model: RV65-18-XX # of antennas 6 Weight: 18 lbs. Each Height: 56"

Model: RV90-17-02 # of antennas 3 Weight: 18 lbs. Each Height: 56"

Usage: Transmit only _____ Receive only _____ Transmit & Receive XX

Effective Radiated Power; 400 Watts per channel per sector

Operating Frequency: TX: 1930 – 1935 MHz RX: 1850 – 1855 MHz

Mounting Height & Mounting Orientation: Mounted at 100' with azimuths of 40°; 175°; 260°

Transmission line Mfg. & Type No: Andrew - VXL7-50

Outside Diameter: 1 5/8" Length: Approximately 120'

TENANT'S Equipment:

Building or Cabinet: (Underline One)

Size: 16' x 20'; See paragraph 3 (c)

Type: USC to Replace existing shed; See paragraph 3 (c)

Location: As depicted on attached drawing

Transmitted Rated Power of BTS: 13.25 Watts per channel per sector

Amount of Land required for building or cabinet: Approximately 16' x 20'

Is Emergency Power provided by LANDLORD: _____ YES XX NO

NOTE: THIS EXHIBIT B SHALL BE REPLACED WITH APPROVED PLANS AND SPECIFICATIONS PURSUANT TO SECTION 3 OF THIS AGREEMENT.

Prepared by:
LCC International, Inc.
6100 N. Robinson, #101
Oklahoma City, OK 73118

Return to:
U.S. Cellular Corporation
Attn: Real Estate Department
5117 West Terrace Drive
Madison, WI 53718

Cell Site No: NE871323.1
State: Nebraska
County: Lancaster

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE is made and entered into as of the ____ day of _____, 2004, by and between the **City of Lincoln, Nebraska**, a municipal corporation, whose mailing address is 575 S. 10th, Lincoln, Nebraska 68508, hereinafter referred to as "Owner", and **Florida RSA #8, LLC**, a Delaware Limited Liability company, doing business as *U. S. Cellular*, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "Licensee."

WITNESSETH:

WHEREAS, by the terms of a certain License entered into on the ____ day of _____, 2004 (the "License"), the Owner Licensed to the Licensee certain property, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Owner and the Licensee desire to execute this Memorandum of License to evidence said License and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Lancaster County, State of Nebraska.

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 Owner does hereby License the Premises to the Licensee upon the terms and conditions of the License which is incorporated herein by specific reference, and do agree as follows:

(1) On the ____ day of _____, 2004, the Owner and Licensee entered into the License of the Premises.

(2) The term of the License is for a period of five (5) years commencing on the ____ day of _____, 2004, and terminating on the ____ day of _____, _____.

(3) The amounts of rental due and the terms, conditions and rights and remedies of the parties hereto are specifically set forth in the License.

(4) The License contains four (4) renewal options to extend the License for up to four (4) additional five (5) year terms which may be exercised upon the terms and conditions more particularly set forth in the License.

IN WITNESS WHEREOF, the Owner and Licensee hereto have caused this Memorandum of License to be executed by their duly authorized officers as of the day and year first above written.

OWNER:

CITY OF LINCOLN, NEBRASKA

By:_____
Mayor Coleen J.Seng

LICENSEE:

Florida RSA #8, LLC, a Delaware limited liability company, d/b/a US Cellular

By: _____
Michem H. Garnaoui
Title: Vice President

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln , known to me to be the same person whose name is subscribed to the foregoing Memorandum, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Memorandum as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2004.

_____
Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Hichem H. Garnaoui, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum, 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 and on behalf of the named limited liability company for the uses and purposes therein stated.

Given under my hand and seal this 26 day of MARCH, 2004.

Tina M. Whelan
Notary Public

My commission expires 01-18-06

OFFICIAL SEAL
TINA M WHELAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/18/06

EXHIBIT A

To be defined and replaced upon survey