

**MEMORANDUM OF SITE AGREEMENT**

THIS MEMORANDUM evidences that a Site Agreement was made and is hereby entered into by written Site Agreement effective the 2<sup>nd</sup> day of November, 2005 ("Agreement, between Silver Lake Development LLC ("Owner") whose address is 3-4000 Kruse Way, Pl #230, Lake Oswego, Oregon 97035 the RCC Holdings, Inc. ("RCC") a Minnesota corporation, whose address is 3905 Dakota Street, Alexandria, MN 56308, the terms and conditions of which are incorporated herein by reference.

**RECITALS**

**WHEREAS**, Lessor and Lessee have executed that certain Site (Lease) Agreement ("Agreement") dated as of November 2, 2005, covering certain premises ("Premises") situated on certain real property located in the County of Union, State of Oregon, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

**WHEREAS**, Owner and RCC desire to record notice of the Agreement in the county's official records;

**NOW, THEREFORE**, in consideration of the foregoing, Owner and RCC hereby declare as follows:

1. **Demise**. Owner has leased Premises to RCC (together with access rights), and RCC has hired the Premises from Owner, subject to the terms, covenants and conditions contained in the Agreement for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. **Expiration Date**. The term of the Agreement is scheduled to commence upon the full execution of the Agreement and shall expire six (6) years thereafter, subject to Lessee's option to extend the term for three (3) additional terms of six (6) successive years each.

3. **Agreement Controlling**. This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control.


**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

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Ok Randy Windling

OWNER:

Silver Lake Development LLC

By:

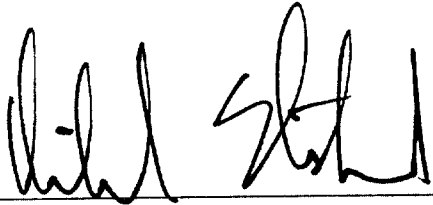
  
Daniel Sprouse COO/CFO

Its:

CFO/COO

RCC:

By:



RICHARD EKSTRAND  
PRESIDENT/CEO

Its:

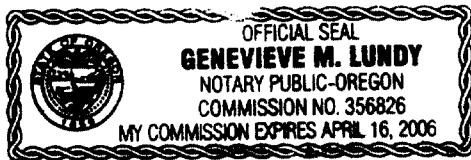
STATE OF OREGON)

) ss.

COUNTY OF Clackamas)

On this 9<sup>th</sup> day of November, 2005, before me personally appeared Daniel Sprouse, known to me to be the CFO / COO of Silver Lake Development, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said LLC. for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of Silver Lake Development.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Genevieve M. Lundy  
Notary Public in and for the  
State of Oregon

STATE OF MINNESOTA)

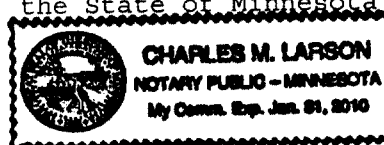
) ss.

COUNTY OF DOUGLAS)

On this 29<sup>th</sup> day of December, 2005, before me personally appeared Richard Ekstrand, known to me to be the President of RCC Holdings, Inc., that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation. for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of RCC Holdings, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Charles M. Larson  
Notary Public in and for  
the State of Minnesota



**Exhibit A**  
**Legal Description of Owner's Property.**

Lot 5 in Block 39 Linkville, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon:

**SAVING AND EXCEPTING** the following: Beginning at the most Westerly corner of Lot 5 of said Block 39; thence from said point of beginning South 50°50' East along the Southwesterly line of said Lot 5, 112.25 feet to a point; thence North 39°05' East parallel to the Southeasterly line of said Lot 5, 25.09 feet to the center of an existing building wall; thence North 50°55' West parallel to the Southwesterly line of said Lot 5 and along the center of said building wall 112.25 feet to a point on the Northwesterly line of said Lot 5; thence South 39°05' West along the Northwesterly line of said Lot 5, 25.09 feet to the point of beginning.