

007

COMMUNICATION TOWER LEASE AGREEMENT

THIS COMMUNICATION TOWER LEASE AGREEMENT (this "Lease") is made and entered into as of the 19th day of June, 2007 (the "Effective Date"), by and between Rene B. Santerre and Mary V. Santerre, Trustee(s) of the Rene B. Santerre Revocable Trust agreement dated 12/3/1999 and to Mary V. Santerre and Rene B. Santerre, Trustee(s) of the Mary V. Santerre Revocable Trust Agreement dated 12/3/1999 with a mailing address of 503 Riverside Drive North Grosvenordale, CT. 06255 (hereinafter referred to as "Lessor") and MCF Communications BG, Inc., a Massachusetts corporation with a principal address of 733 Turnpike Street, Suite 105 North Andover, MA 01845 (hereinafter referred to as "Lessee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows.

A. LEASED PREMISES

1. Lessor hereby leases to Lessee those certain premises approximately 10,000 square feet in size situated on and representing a portion of Lessor's real property located in North Grosvenordale, CT and more particularly shown as lot 4A on the Town of Thompson assessor's map #85 recorded in the Town of Thompson CT. Land Records in Book 407, Pages 236 a copy of such marked portion of which is attached hereto as Exhibit A and incorporated by reference, (such portion, the "Leased Premises"). Lessee is hereby authorized to construct, install, maintain, manage and/or operate on the Leased Premises a single communication tower (the "Tower") and any and all related antennas, transmission facilities, other equipment and/or shelter structures (collectively, the "Equipment"), together with a non-exclusive right of access thereto, seven days a week, twenty-four hours a day, on foot or by motor vehicle, including without limitation the use of trucks, and the associated right to install and maintain utility poles, wires, cables conduits and pipes along a 20-foot wide right of way extending from Riverside Drive to the Leased Premises.

2 Lessor hereby grants Lessee, immediately following the Effective Date (or sooner upon the mutual agreement of Lessor and Lessee) unrestricted access to the Leased Premises to determine the suitability for their intended use as contemplated by this Lease. Without limitation of the foregoing, upon such execution (or earlier if and as so agreed), Lessee may perform any title examinations, engineering surveys, structural analysis reports, or any other testing with respect to the Leased Premises. Lessee may, in its sole discretion and without any further obligation on Lessee's part, terminate this Lease if any such test results indicate the Leased Premises are unsuitable for their intended use hereunder

MVS/R.B.S
Lessor's Initials

Burd.
Lessee's Initials

3. Lessee shall be responsible for all costs incurred to construct, install maintain and/or operate the Tower and the Equipment throughout the term of this Lease. Lessor agrees to cooperate in applying for and participating in any and all applicable processes to obtain necessary licenses, permits and zoning approvals relating to the Tower and the Equipment for the purposes contemplated by this Lease. Except as otherwise set forth in Section D, subpart 2 below, all such licenses, permits and approvals shall be obtained by Lessee at Lessee's sole cost and expense.

B. SUBLEASE OF LEASED PREMISES

Upon installation of the Tower on the Leased Premises, Lessee shall be permitted to enter into sublease agreements with communication companies for the use by such companies of space on the Tower, including without limitation, the right of such companies to install additional Equipment on the Tower. At all times, Lessee shall own the Tower, manage such subleases and retain the profits therefrom, except as otherwise agreed in writing by Lessor and Lessee.

C. LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

Lessor, on behalf of itself, its successors and assigns, represents, warrants and covenants as follows:

1. Lessor will maintain the Tower site and immediately surrounding area in a condition reasonably safe for the passage of people, the components of the Tower, and the Equipment to and from the Leased Premises.

2 Lessor will not lease any space or land area within three miles of the Leased Premises to any entity or person that will operate a business or service in competition with or similar to that of Lessee throughout the term of this Lease (including any applicable Renewal Terms). Without limitation of the foregoing, Lessor will not operate its own business or service in competition with or similar to that of Lessee within three miles of the Leased Premises throughout the term of this Lease.

3. (i) Lessor is seized of good and sufficient title and interest to the Leased Premises and has full right and authority to enter into and execute this Lease and to grant access to, and use of, the Leased Premises, (ii) other than as set forth in this Lease [and ~~_____~~ there are no liens, judgments or impediments of title on the Leased Premises, and there are no covenants, easements or restrictions that would prevent or otherwise interfere with Lessee's use of the Leased Premises as contemplated by this Lease. To the extent that there are any such liens, judgments or impediments of title, Lessor shall make best efforts to obtain subordinations of such liens, judgments or impediments of title to this Lease; (iii) Lessor has not entered into any agreement with any third party that would preclude or limit the performance of its obligations under this Lease; and (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Leased Premises throughout the term of this Lease.

WVS/RBS
Lessor's Initials

[Signature]
Lessee's Initials

D. LESSEE COVENANTS

Lessee, on behalf of itself, its successors and assigns, covenants as follows:

1. Lessee shall maintain a minimum \$2,000,000.00 in liability insurance for the business it conducts at the Leased Premises and to provide Lessor, on an annual basis, with a copy of a certificate of insurance naming Lessor as an additional insured as its interest appears under this Lease.

2. Lessee shall pay for all applicable licenses, permits and approvals with respect to the Leased Premises. Notwithstanding the foregoing, Lessee shall have no responsibility or obligation with respect to Lessor's own time or Lessor's attorney's time concerning same.

E. ENVIRONMENTAL INDEMNIFICATION

1. Lessor represents and warrants, to the best of its knowledge and belief, that the Leased Premises have not been used for the generation, storage, treatment or disposal of "hazardous materials," "hazardous substances" or "hazardous wastes," as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act, or applicable state law. Without limitation of the foregoing, Lessor represents and warrants, to the best of its knowledge and belief, that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls, petroleum or other fuels (including crude oil or any extraction or derivative thereof) or underground storage tanks (all such materials collectively, "Hazardous Materials") are located on, in, under or near the Leased Premises. Lessor expressly acknowledges that Lessee is relying upon the representation stated herein as a material inducement for entering into this Lease. If such representation is ever found or otherwise deemed to be inaccurate then, without limitation of any other remedies that may be available to Lessee at such time in law or equity, Lessee may terminate this Lease immediately and, subject to Section J, subpart 2, without any further obligation on Lessee's part.

2. Lessor will defend, indemnify and hold harmless Lessee from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of whatever kind and nature that Lessee may incur as a result of the presence of any Hazardous Materials on, in, or under the Leased Premises, except to the extent caused by Lessee's operations.

3. Lessor shall be solely responsible for the prompt removal of all Hazardous Materials from the Leased Premises, except to the extent caused by Lessee's operations.

MVS/RBS
Lessor's Initials

[Signature]
Lessee's Initials

CONFIDENTIAL

4. Lessee will defend, indemnify and hold harmless Lessor from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of whatever kind and nature that Lessor may incur as a result of the release by Lessee of any Hazardous Materials on, in, or under the Leased Premises. Any release of Hazardous Materials by Lessee must be demonstrated by clear and convincing evidence.

F. WAIVER OF SUBROGATION

Lessee and Lessor each agree to hold the other party harmless from and against any claims for damage to any persons, the Leased Premises, the Tower or the Equipment, to the extent that any of the foregoing are covered under any insurance policy carried by either party. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by any such insurance policy.

G. LEASE TERM

The initial term of this Lease (the "Initial Term") is for five years, commencing on the Effective Date set forth above. This Lease will automatically renew for up to 19 additional five-year terms (each a "Renewal Term"), unless Lessee provides Lessor notice of its intention not to so renew, not less than 90 days prior to the expiration of the Initial Term, or the then-current Renewal Term, as the case may be.

H. RENT

MVS/RBS
Lessor's Initials

[Signature]
Lessee's Initials

COPY

I TAXES

Lessee agrees to reimburse Lessor for the proportionate increase in personal property taxes, which may be assessed upon the Leased Premises as a direct cause of Lessee's operations. Lessor shall provide evidence to Lessee of such assessment within a timely manner (an in no event later than [90] days following such assessment). If Lessor's notice of such increased assessment is more than [90] days following the date such assessment is made, then Lessee's responsibility for any portion of such increase shall apply prospectively for the time period following Lessee's receipt of such notice from Lessor. Subject to the foregoing, Lessor shall be responsible for and shall timely pay all real property taxes and assessments against the Leased Premises. Lessee agrees to reimburse Lessor for such undisputed portion of assessment within 60 days following Lessee's receipt of notice thereof from Lessor together with a copy of Lessor's corresponding tax bill.

J. TERMINATION

1. If Lessee does not receive zoning, licensing or other state, federal or local approval required by law, by December 31, 2012 (the "Cutoff Date"), this Lease shall automatically be deemed terminated, null and void. Notwithstanding the foregoing, in the event that Lessee can demonstrate to Lessor at such time that it is diligently pursuing its receipt of any of the foregoing, Lessor agrees to extend the Cutoff Date for an additional 12-month period.

2. Upon termination of this Lease for any reason, Lessee agrees to leave the Leased Premises in good repair and shall be responsible for dismantling and removing the Tower and the Equipment from the Leased Premises and for any costs incurred in doing so.

K. ASSIGNMENT OR TRANSFER

Lessee shall have the right to assign or transfer all or any of its rights and interest pursuant to this Lease. Any assignee or transferee of Lessee's rights and interest under this Lease shall assume all responsibilities and obligations of Lessee hereunder. Upon its receipt of notice of any such assignment or transfer, including evidence of the assumption thereof by such assignee or transferee, Lessor shall (i) release Lessee from all obligations under this Lease by executing and delivering to Lessee a Release Agreement in the form attached hereto as Exhibit B and (ii) thereafter look only to such assignee or transferee for any form of recourse under this Lease.

MVS/RBS
Lessor's Initials

[Signature]
Lessee's Initials

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L. NOTICES

All notices, requests and other communications to either party under this Lease shall be in writing and shall be personally delivered or sent first class mail, or by a reputable courier delivery service to the address for such party specified in the first paragraph of this Lease. Any change in the notice address for either party shall be made at least 10 days in advance by written notice to the other party made in accordance with this Section

M. COLLATERAL ASSIGNMENT; ESTOPPEL

Lessor hereby (a) consents to the collateral assignment of and/or the granting of a security interest by Lessee from time to time in favor of any holder of Lessee indebtedness (such party, a "Lender"), whether now or hereafter existing, in and to all of Lessee's right, title and interest in and to the Tower, the Equipment, the Leased Premises and/or Lessee's interests under this Lease; (b) agrees, to the extent Lessee has previously notified Lessor of the existence of any such Lender, to simultaneously provide such Lender with a copy of any notice sent by Lessor to Lessee of default arising under this Lease and to allow such Lender the opportunity to remedy or cure any default as provided for in this Lease, and (c) agrees to attorn to any such Lender as if such Lender were Lessor under this Lease upon the written election of such Lender, provided that any existing default by Lessee under this Lease has first been cured as provided hereunder. Upon Lessee's request, Lessor shall obtain from any holder of Lessor indebtedness to which Lessor has granted a mortgage against the Leased Premises, a commercially reasonable non-disturbance agreement in favor of Lessee. Within 10 days of Lessee's request thereof, Lessor agrees to execute and deliver to Lessee an estoppel certificate consistent with the provisions of this Section M, in such form as Lessee or any such Lender may reasonably request.

N. MISCELLANEOUS

1. Entire Agreement; Amendments. This Lease, including any exhibits attached hereto, contains the entire understanding of the parties on the subject matter hereof and supersedes any prior negotiations, understandings or agreements on such subject matter. This Lease may only be amended by the written consent of the parties.

2. Governing Law; Jurisdiction. This Lease shall be governed and construed under the internal laws of The Commonwealth of Massachusetts without regard to its conflicts of law provisions. With respect to any disputes arising out of this Lease, each of the parties consents to the exclusive jurisdiction of the state and federal courts located in Massachusetts.

W.V.S./S.B.E.
Lessor's Initials

[Signature]
Lessee's Initials

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3. **Recordation.** This Lease runs with the land on which the Leased Premises are situated and either party may record this Lease or a Notice of Lease (which both parties agree to execute in proper form before a notary public upon the request of the other) at the applicable Registry of Deeds.

4. **Severability.** If any provision of this Lease is deemed invalid or nonenforceable, the remainder of this Lease shall remain in force to the fullest extent permitted by law.

5. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon Lessor and Lessee and each of their respective heirs, executors, administrators, permitted successors and assigns

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
THE NEXT PAGE IS THE SIGNATURE PAGE]

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WLS/RBS
Lessor's Initials

RL
Lessee's Initials

COPIES

IN WITNESS WHEREOF, the parties have executed this Communication Tower Lease Agreement as of the Effective Date above written.

LESSOR:

LESSEE:

By: Rene B. Santerre
Rene B Santerre Trustee

MCF COMMUNICATIONS, BG, INC.

By: Bradford Gannon
Bradford Gannon, Vice President

Date: June 19, 2007

Date: 6-19-07

LESSOR:

By: Mary V. Santerre
Mary V. Santerre Trustee

Date: June 19, 2007

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EXHIBIT A

LEASED PREMISES AS SHOWN ON ASSESSOR'S MAP

MVS/SBS
Lessor's Initials

Ronald
Lessee's Initials

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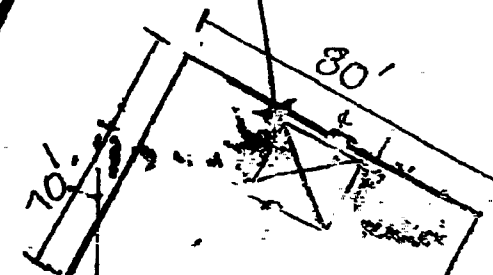
COPI

Handwritten signature
M. J. ...

10424

37953
BAC

TOWER = 190'



6' HIGH CHAINED
LINK FENCE
W/ BARBED WIRE

12' WIDE
GRAVEL ACCESS

RIVERSIDE DR

80

COPY

Amendment to COMMUNICATION TOWER LEASE AGREEMENT
Dated July 9, 2002 ("Lease Agreement")
Between David F Rogers ("Lessor") and
MCF Communications bg, Inc. ("Lessee")

This Amendment is hereby entered into between the Lessor and Lessee as of this 31 day of December, 2005.

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Lease Agreement, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions.

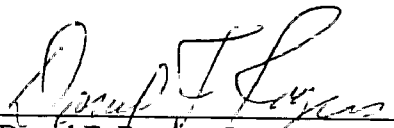
The following terms and conditions are hereby amended:

Section I 'TERMINATION' is deleted in its entirety and is replaced with the following:

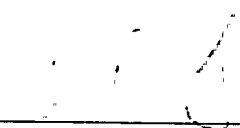
I TERMINATION

This lease may be terminated by either party for breach thereof. Any damages shall be determined by a court of law in the State of Connecticut. If Lessee does not receive zoning, licensing or other state, federal or local approval required by law, by December 31, 2009 this lease will shall be null and void. Notwithstanding the foregoing, in the event that Lessor can demonstrate to Lessee that it is diligently pursuing its receipt of the foregoing, Lessee agrees to extend the aforementioned date for an additional period of twelve (12) months.

Except as expressly amended herein, all other terms and conditions of the Lease Agreement shall remain in full force and effect.



David F Rogers, Lessor



MCF Communications bg, Inc., Lessee
Michael McFadden
President

COMMUNICATION TOWER LEASE AGREEMENT

COPY

94- This Communication Tower Lease Agreement (the "Lease") is made and entered into this day of July, 2002, by and between, David F Rogers whose mailing address is 407 Riverside Drive, North Grosvenordale, CT 06255 hereinafter referred to as "Lessor", and MCF Communications, **bg** Inc., a Massachusetts corporation whose mailing address is 668 Main Street, Suite 114, Wilmington, MA 01887 hereinafter referred to as "Lessee".

A. SUBJECT

Ground Lease for installation and management of a communication tower and associated transmission facilities, equipment, structures and access area.

LOCUS: 407 Riverside Drive, North Grosvenordale, CT

1. Lessor hereby leases to Lessee that certain parcel of land containing approximately 10,000 square feet situated on a portion of Lessor's land to be located in North Grosvenordale, CT more particularly shown as lot 10 on the Town of Thompson assessor's map (Plat) # 85 Block 51 recorded in the Thompson, CT Registry of Deeds in Book 320, Page 191 as shown in Exhibit "A", (a site plan to be drawn by the Lessee and initialed by Lessor shall replace said sketch attached hereto as Exhibit A) attached for the placement, management and operation of a communication tower and associated antennas, transmission facilities, equipment and structures ("Leased Premises"). Together with the non-exclusive right for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and installation of and maintenance of utility poles, wires, cables conduits and pipes along a 20-foot wide right of way extending from Riverside Drive (Route 12) and existing driveway to the Leased Premises. Lessor agrees to prepare and execute a separate easement agreement including an engineered plan if Lessor does not have the proper authority to grant access on and across the property, in a form reasonable for recording at the registry of deeds, where the land lies. This Lease is subject to the foregoing.

2. Lessee shall be responsible for costs incurred to construct, install and or maintain such tower and transmission facilities, equipment and structures during the Lease period. Lessor agrees to be reasonably cooperative in applying for and going through the processes necessary to obtain licenses, permits and zoning approvals for such tower and associated transmission facilities to be built on or installed for the purpose of conducting the intended business. All licenses, permits and approvals shall be obtained by Lessee at Lessee's sole cost and expense.

Lessor's Initials

 M
Lessee's Initials

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B. USE OF PREMISES

Upon installation of such tower Lessee shall enter into sublease agreements with communication companies to let space on the above noted communication tower for antennae and associated transmission facilities installation. Lessee shall own the tower, manage the subleases and retain profit there from, except as set forth in the schedule below regarding payment to Lessor for the Lease. Lessee shall conduct its business according to the laws of the State of Connecticut.

C. CONSIDERATION

The consideration for the Lease by the Lessor is as follows:

1. Lessor will maintain the area around the antennae site and surrounding premises in a reasonably safe condition being as at present for the passage of people and equipment to and from the Leased Premises

2. Lessor and any successor will not lease any space or land area within three (3) miles of the subject premises to an entity or person which/who will operate a business or service in competition with or similar to that of Lessee during the term of the Lease and any of its options. Lessor and any successor will not operate his or her own business or service in competition with or similar to that of Lessee within three (3) miles of the subject premises for the term of the Lease and any of its options under the lease.

3. Lessor acknowledges that Lessee, following full execution of this Lease (or sooner upon the mutual agreement of Lessor and Lessee) will have unrestricted access to the Leased Premises, to perform any title examinations, engineering surveys, structural analysis reports, or any other testing with respect to the Leased Premises which may be required in order for Lessee to determine the suitability of the Leased Premises for its intended use, as more fully described above in Section B. Lessee may terminate this Lease if any such test results render the Leased Premises unsuitable, in Lessee's sole discretion, for its intended use hereunder.

The consideration for the Lease by the Lessee is as follows:

1. Lessee agrees to maintain a minimum \$2,000,000.00 in liability insurance for or the business he conducts at the Leased Premises and also agrees to provide Lessor with a copy of a certificate of insurance which shall name the Lessee as additional insured as its interest appears under this Lease, on an annual basis.

Lessor's Initials

Lessee's Initials

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2 Lessee will pay for all licenses, permits and approvals Lessee will not pay for Lessor's time or personal attorney's time on obtaining the same.

3. Lessee will enter into market rate lease agreements with any sub-lessee.

4. Lessor warrants and covenants that: (i) it is seized of good and sufficient title and interest to the property and has full authority to enter into and execute this Lease and has the right to grant access to, and use of, the Leased Premises, (ii) there are no other liens, judgments or impediments of title on the property, or affecting Lessor's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the property by the Lessee as set forth above. To the extent that there are other liens, judgments or impediments of title on the property, or affecting Lessor's title to the same, Lessor agrees to make best efforts to obtain subordinations of such liens, judgments or impediments of title to this Lease; (iii) it has not entered into any agreement with any third party, which would preclude or limit the performance of its obligations under this Lease; and (iv) it shall provide Lessee quiet and peaceful enjoyment of the Leased Premises.

D. ENVIRONMENTAL INDEMNIFICATION

1. Lessor represents to the best of its knowledge and belief, that the Leased Premises has not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act, or applicable state law. In addition, Lessor represents, to the best of its knowledge and belief, that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any extraction or derivative thereof) or UST's (underground storage tanks) are located on, in, under or near the Site. Notwithstanding any other provision of this Lease, Lessee relies upon the representation stated herein as a material inducement for entering into this Lease.

2. Lessor will defend, indemnify and hold harmless Lessee from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of whatever kind and nature that Lessee may incur as a result of the presence on, in, or under the Leased Premises of any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, PCBs petroleum or other fuels (including crude oil or any extraction or derivative thereof) or UST's, other than as may be caused by Lessee.

3. Lessor shall be solely responsible for the prompt removal of all hazardous materials from the Property, except as the same are generated by Lessee's operations.

Lessor's Initials

Lessee's Initials

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4. Lessee will defend, indemnify and hold harmless Lessor from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of whatever kind and nature that Lessor may incur as a result of the release by Lessee on, in, or under the Leased Premises of any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, PCBs petroleum or other fuels (including crude oil or any extraction or derivative thereof) or UST's. Such release by Lessee must be demonstrated by clear and convincing evidence.

E. WAIVER OF SUBROGATION

Lessee and Lessor each agree to hold the other party harmless from and against any claims for damage to any persons, or the Leased Premises, Property, and the installation which are covered under any insurance policy(ies) carried by either of the parties. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies.

F. DURATION

The term of this Lease (the "Initial Term") is for five (5) years, commencing on the date ("Commencement Date") both Lessee and Lessor have executed this Lease. The Lessee's obligation to pay ~~monthly~~ rent shall commence upon the first day of the month following completion of installation of tower and associated buildings and in any event said date shall commence no later than 9 months after the Lessee obtains all necessary permits and approvals, ("Rent Commencement Date"). This Lease will be automatically renewed for nineteen (19) additional terms (each a "Renewal Term"), unless Lessee provides Lessor notice of intention not to renew, not less than ninety (90) days prior to the expiration of the Initial Term, or the then current Renewal Term

Lessor's Initials

Lessee's Initials

H. TAXES

Lessee agrees to reimburse Lessor for the proportionate increase in personal property taxes, which may be assessed upon the Leased Premises as a direct cause of Lessee's installation. Lessor shall provide evidence of such assessment within a timely manner. Lessor shall be responsible for and timely pay all real property taxes and assessments against the Property. Lessee agrees to reimburse Lessor for such undisputed portion of assessment within sixty (60) days of receiving the tax bill.

I. TERMINATION

This Lease may be terminated by either party for breach thereof. Any damages shall be determined by a court of law in the State of Connecticut. If Lessee does not receive zoning, licensing or other state, federal or local approval required by law, by December 31, 2005 this Lease shall be null and void. Notwithstanding the foregoing, in the event that Lessor can demonstrate to Lessee that it is diligently pursuing its receipt of the foregoing, Lessee agrees to extend the aforementioned date for an additional period of twelve (12) months.

Should the Lease be terminated, Lessee will be responsible for dismantling and removing all towers and related structures from the premises and incurring any costs involved in doing so. Lessee agrees to leave the premises in good repair.

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Lessor's Initials

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Lessee's Initials

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J. ASSIGNMENT OR SALE

Lessee shall have the right to assign or transfer all or any rights pursuant to this Lease. Any assignee of Lessee's rights shall assume all responsibilities and rights of Lessee under this Lease. Lessor, upon being given notice of the assignment, shall release Lessee named herein from all obligations under this Lease and shall look only to the assignee for recourse.

K. NOTICES

This Lease runs with the land and this Lease or a Notice of Lease may be recorded at the registry of deeds in which the land lies. Lessee may record a notice of this Lease, which both parties agree to execute in proper form before a notary public.

All notices to Lessor shall be sent first class mail to David F Rogers, 407 Riverside Drive, North Grosvenordale, Connecticut 06255.

All notices to Lessee shall be sent first class mail to Michael J. McFadden, President, MCF Communications, **bg** Inc. 668 Main Street Suite 114, Wilmington, MA.

Any change in notice address must be given in writing at least ten (10) days in advance.

L. COLLATERAL ASSIGNMENT; ESTOPPELS

Lessor hereby (a) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Lessee ("Lender"), whether now or hereafter existing, in and to all Lessee's right, title and interest in, to and under this Lease; (b) agrees to simultaneously provide any Lender with a copy of any notice of default under the Lease sent to Lessee and allows Lender the opportunity to remedy, or cure any default as provided for in the Lease; and (c) agrees to attorn to Lender as if Lender were Lessor under the Lease upon the written election of Lender so long as any existing default by Lessor under the Lease has been cured as provided hereunder. Upon Lessee's request, Lessor shall obtain from any Lender granted a mortgage against the Premises a commercially reasonable non-disturbance agreement in favor of Lessee. Within ten (10) days of the other party's request thereof, Lessor and Lessee agree to execute and deliver to one another reasonable and customary estoppel certificates in the form substantially attached hereto as Exhibit B.

Lessor's Initials

Lessee's Initials

COPY

M. GENERAL PROVISIONS

- (a) This Lease shall be governed by the laws of the State of Connecticut.
- (b) All Amendments, Riders, and Exhibits attached hereto are made a material part of this Lease.
- (c) If any provision of this Lease is deemed invalid or nonenforceable, the remainder of this Lease shall remain in force and the fullest extent as permitted by law
- (d) This Lease and all terms and conditions contained herein shall run with the Property and inure to the benefit of and be binding upon Lessor and Lessee and each of their respective heirs, executors, administrators, successors and permitted assigns.
- (e) This Lease contains all terms of the parties. No oral representations or writings contained herein shall be given effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

Lessor:



David F Rogers

Lessee: MCF Communications, bg, Inc.



Michael McFadden
President

Date: _____

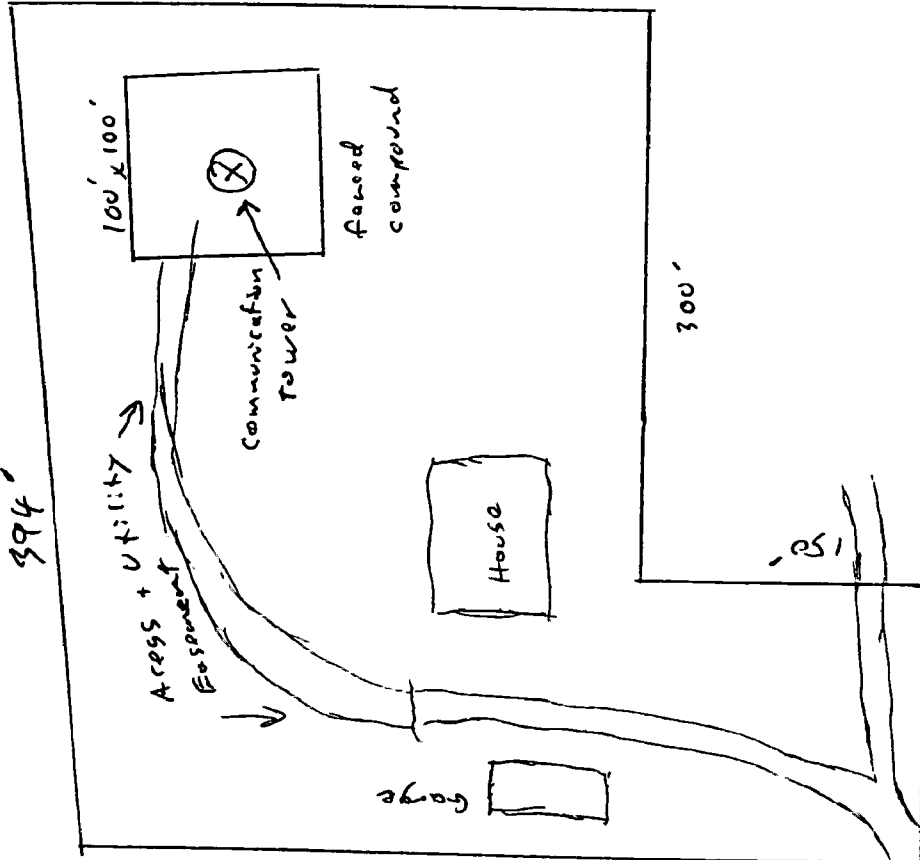
Date: 5-19, 9, 2001

Exhibit A

1/1
Lessor

1/2
Lessee

330'



← I-395 Exit 98 ←

COPY

Route 12

Riverside Drive 140'

Route 12

Know All Men By These Presents

COPY

That I, ROBERT A. DURAND of the Town of Thompson, County of Windham and

State of Connecticut

for divers good causes and considerations thereunto moving, especially for Thirteen Thousand and One Hundred Sixty-Nine and 19/100 (\$13,169.19) received to my full satisfaction of

DAVID F. ROGERS of the Town of Thompson, County of Windham and State of Connecticut,

mailing address: 407 Riverside Drive, North Grosvenordale, Connecticut 06255,

have remised, released, and forever quit claimed, and do by these Presents, for myself and my ~~successors~~ heirs, and assigns, justly and absolutely remise, release and forever **QUIT-CLAIM** unto the said Releasee, David F. Rogers, his

RECEIVED
TOWNSHIP OF THOMPSON, CT.

94 AUG 11 AM 11:33

Shirley A. Deotte
TOWN CLERK

heirs and assigns forever, all such right and title as I, the said Releasor

has ~~owns~~ or ought to have in or to thereon standing, located on the easterly side of the Connecticut Interstate Highway #395 (formerly State Highway Route #52) Egress Ramp in the Grosvenordale section of the Town of Thompson, County of Windham and State of Connecticut, being Lot No. 2 on a plat entitled "Subdivision of Land owned by DONELDA DEOTTE Route 12, Thompson, Connecticut Scale: 1" = 60' May 12, 1980 Albert L. Fitzback, R.L.S., Putnam, Connecticut", on file in the office of the Town Clerk of Thompson, more particularly bounded and described as follows:

Beginning at a survey marker on the easterly side line of Route 52 Egress Ramp at the northwesterly corner of the parcel to be described; said survey marker being S. 25° 49' 17" E. and 0.60 feet from a Connecticut Highway Department bound and also being the southwesterly corner of the Thompson Medical Center; thence N. 63° 43' 07" E. along land of Thompson Medical Center for a distance of 433.28 feet to a survey marker; thence S. 34° 26' 23" E. along land of Donelda Deotte for a distance of 394.21 feet to a survey marker in the center line of the Connecticut Light and Power Company Right of Way; thence S. 55° 07' 00" W. along land of Donelda Deotte for a distance of 330.80 feet to a survey marker; thence N. 28° 48' 55" W. along land of Robert L. Gaumont and Diane D. Gaumont for a distance of 300.00 feet to a survey marker; thence S. 63° 43' 07" W. along land of Robert L. Gaumont and Diane D. Gaumont for a distance of 150.00 feet to a survey marker on the easterly side line of Route 52 Egress Ramp; thence 25° 49' 16" W. along the easterly side line of Route 52 Egress Ramp for a distance of 140.00 feet to the survey marker at the point of beginning.

The above described Parcel contains 3.43 Acres.

Together with a Right of Way from the easterly side line of Route 12 over the southwesterly corner of the Thompson Medical Center as recited in a conveyance to Sherman L. Waldron by Deed of Hattie Deotte and Donelda Deotte dated September 1, 1965 recorded Thompson Land Records, Volume 75, Page 588. Also subject to a Right of Way 50 feet in width extending from the northerly boundary of the above described Parcel to the northerly boundary of land owned by Robert L. Gaumont and Diane D. Gaumont as shown on the above mentioned plan.

Being the same premises conveyed to David F. Rogers and Robert A. Durand from Donelda Deotte, a/k/a Donald Deotte by Warranty Deed (Survivorship) dated August 22, 1980, and recorded in Thompson Land Records, Vol. 141, Pages 220-221.

\$65.00 State Conveyance Tax received

Shirley A. Deotte
Town Clerk of Thompson

\$14.00 Conveyance Tax received

Shirley A. Deotte
Town Clerk of Thompson

COPY

EXHIBIT B
ESTOPPELS CERTIFICATE AND AGREEMENT

This Estoppel Certificate and Agreement made this _____ day of _____, 200_ by _____ hereinafter referred to as "Lessor") for the benefit of Midwest Bankers Group Inc., its successors and/or assigns. (hereinafter referred to as "Lender").

WHEREAS, Lessor has entered into a certain Lease Agreement dated _____ with MCF Communications, Inc. (Hereinafter referred to as the "Lessee"), covering a portion of real property identified as _____ (hereinafter referred to as the "Premises"), (which Lease Agreement is hereinafter referred to as the "Lease"); and

WHEREAS, Lender has agreed to make a loan to Lessee secured by, among other things, a leasehold deed of trust upon Lessee's interest in the Premises and/or an assignment of the Lease, and

WHEREAS, such loan is conditioned upon Lessor's delivery of the certifications and agreements set forth herein. NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and Ten Dollars (\$10.00) and other good and valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Lessor and Lender hereby agree as follows:

1. Lessor hereby represents and certifies to Lender that it owns the Premises in fee simple, free and clear of all liens and encumbrances, so that Lessor is authorized to make the representations, certifications and agreements set forth herein. To the extent that there are other liens, judgments or impediments of title on the property, or affecting Lessor's title to the same, Lessor agrees to make best efforts to obtain subordinations of such liens, judgments or impediments of title
2. Lessor hereby represents and certifies to Lender that the Lease has not been modified except as indicated herein.
3. Lessor hereby consents to the leasehold deed of trust upon Lessee's interest in the Premises and/or an assignment of the Lease, for the benefit of Lender, for all purposes for which the Landlord's consent thereto is requisite.
4. Lessor hereby confirms and agrees that all improvements made by Lessee to the Premises, including without limitation any improvements installed upon or affixed to the Premises and any and all other property placed or located thereon, shall be and remain personal property owned by Lessee. Lessor confirms that Lender shall have a superior lien and security interest in the improvements installed or affixed to the Premises regardless of any existing or future liens against the property.
5. Should Lessor exercise any of its rights to serve notice of cancellation, termination or default, Lessor agrees to notify Lender giving Lender the right to cure. Lessor will accept performance by Lender on the terms and conditions specified in the Lease. Lender shall be granted the same cure period as granted Lessee. Such notice shall be sent to Midwest Bankers Group, Inc., 9000 Keystone Crossing, Suite 630, Indianapolis, IN 46240. Either party may change its notice address by written notice to the other party.
6. This Agreement shall be binding upon the parties hereto and their successors and assigns

IN WITNESS WHEREOF the undersigned have executed this Estoppels Certificate and Agreement this _____ day of _____, 2002

LESSOR:

LESSEE: MCF Communications, Inc.

BY: _____
Name _____
Title: _____
Date: _____

BY: _____
Name: _____
Title: _____
Date: _____