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COMMUNICATION TOWER LEASE AGREEMENT

This Communication Tower Lease Agreement (the "Lease") is made and entered into this 19th day of **January 2006**, by and between, Mystic River Ambulance Association Inc. whose mailing address is PO Box 64, West Mystic CT 06388, 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: 237 Sandy Hollow Road, West Mystic, CT 06388

1. Lessor hereby leases to Lessee that certain parcel of land containing approximately **2,400** square feet situated on a portion of Lessor's land to be located in Groton, CT, more particularly shown as **Lot 5371** on the (City/Town) of Groton assessor's (**Plat**) #**261909** (map 153) **Block 06** recorded in the Groton Registry of Deeds in **Book 518, Page 656** as shown in Exhibit "A-1", (a site plan to be drawn by the Lessee and initialed by Lessor shall replace said sketch attached hereto as Exhibit A-2) 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 Sandy Hollow Road 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.

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Lessor'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 in addition to the rent is as follows:

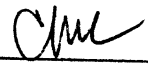
1. Lessor will maintain the area around the antennae site and surrounding premises in a reasonably safe condition being as at present for the passage of people and equipment to and from the Leased Premises

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.

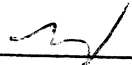
3 Lessor acknowledges that Lessee, following full execution of this Lease (or sooner upon the mutual agreement of Lessor and Lessee) will have unrestricted access to the Leased Premises, to perform any title examinations, engineering surveys, structural analysis reports, or any other testing with respect 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 the business it conducts at the Leased Premises and also agrees to provide Lessor with a copy of a certificate of insurance which shall name the Lessor as additional insured as its interest appears under this Lease, on an annual basis.



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 **ten (10)** additional 5 year 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.



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G. RENT

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, 2009 this Lease shall be null and void. Notwithstanding the foregoing, in the event that Lessee can demonstrate to Lessor that it is diligently pursuing its receipt of the foregoing, Lessor 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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[Signature]

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 : **Mystic River Ambulance Association, Inc. - 237 Sandy Hollow Road, PO Box 64, West Mystic, CT 06388**

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 **Tower 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.

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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.

N. Additional Requirements

1 - Lessee agrees to relocate existing handicap ramp and parking space in accordance with ADA, Federal and State guidelines as necessary.

2 - Lessee agrees to construct a compound fence and generator fence mutually agreeable to both parties. Lessor may be responsible for fence maintenance pending final design requirements.

3 - Lessor would be permitted to install its antennas on the tower at no charge.

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

Lessor:

Clayton - Clh
Authorized Principal
Title: President

Lessee: MCF Communications, bg, Inc.

Michael McFadden
Michael McFadden
President

Date: 01/19/2006

Date: 1/31/06

COPY

WARRANTY DEED - STATUTORY FORM

WE, JACKIE C. JOHNSON and GLORIA L. JOHNSON, both of the Town of Groton, County of New London and State of Connecticut,

of ONE HUNDRED FORTY-ONE THOUSAND, NINE HUNDRED AND NO/100 DOLLARS

for consideration ^(\$141,900.00) paid, grant to

MYSTIC RIVER AMBULANCE ASSOCIATION, INC., a Connecticut Corporation with a place of business in the Village of Mystic, Town of Groton, County of New London and State of Connecticut,

with WARRANTY COVENANTS

(Description and encumbrances, if any and any additional provisions)

SEE SCHEDULE "A" ATTACHED HERETO

VOL 518 PAGE 556

Signed this 24th day of September 19 90

Witnessed by:

John C. O'Brien
John S. O'Brien
Thomas C. Sutz

Jackie C. Johnson
JACKIE C. JOHNSON
Gloria L. Johnson
GLORIA L. JOHNSON

State of Connecticut,
County of NEW LONDON

ss:

9-24-90

Personally Appeared

JACKIE C. JOHNSON and GLORIA L. JOHNSON

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be their free act and deed before me.

Latest mailing address of Grantee:

No. and Street 295 Cow Hill Road

City Mystic

State CT Zip 06355

John C. O'Brien
COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC
Title of Officer

152.09
Conveyance Tax Received
Barbara Tarbox
Town Clerk of Groton Ct.

769.50
\$ STATE CONVEYANCE TAX RECEIVED
Barbara Tarbox
Town Clerk of Groton, Connecticut

Handwritten initials and marks at the bottom left of the page.

COPY

SCHEDULE A

A certain tract or parcel of land, with the buildings and improvements thereon, situated in the Town of Groton, County of New London and State of Connecticut, bounded and described as follows:

Beginning at a drill hole in a stone wall at the northwesterly corner of the herein described tract, said point of beginning lying in the southerly street line of Sandy Hollow Road; thence running N 88° 48' 10" E by and along a stone wall and the southerly street line of Sandy Hollow Road a distance of 187.24 feet to a drill hole; thence running N 83° 38' 20" E by and along a stone wall and said street line of Sandy Hollow Road a distance of 106.38 feet to a drill hole; thence running N 89° 00' 20" E by and along said southerly street line a distance of 115.42 feet to a steel pin; thence running S 50° 02' 10" E by and with said southerly street line, a distance of 13.45 feet to a Connecticut Highway Department monument; thence running generally easterly by and with said southerly street line and the arc of a curve deflecting to the left having a radius of 825.00 feet, a central angle of 4° 43' 18.1" a distance of 67.99 feet to a Connecticut Highway Department monument; thence running easterly by and with said southerly street line, a distance of 30.45 feet to a Connecticut Highway Department monument at the northeasterly corner of the herein described tract; thence turning an interior angle of 82° 56' 25" and running S 0° 38' 24" E by and with the westerly highway line of Allyn Street, a distance of 294.79 feet to a steel pin at the southeasterly corner of the herein described tract; thence running N 89° 14' 50" W by and along a stone wall, a distance of 122.44 feet to a drill hole; thence running S 86° 46' 00" W, a distance of 356.40 feet to a drill hole at the southwesterly corner of the herein described tract; thence running N 8° 01' 40" W a distance of 297.22 feet to the point and place of beginning. Containing 145,815 square feet (3.341 acres), and shown as Lot No. 4 on a plan entitled, "Final Plan Plan Showing Sub-division of Land now and formerly of Eben and Christine Duerr Sandy Hollow Road Groton, Conn. Scale 1" = 50' June 1974," by Mansfield & Pollard.

Said premises are conveyed subject to any municipal assessment and taxes hereafter coming due which the grantee assumes and agrees to pay.

RECEIVED FOR RECORD AT GROTON, CONN.

ON 9-25-90 AT 9:50 AM
ATTEST BARBARA TARBOX Town Clerk

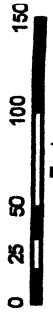
Chm

[Handwritten mark]

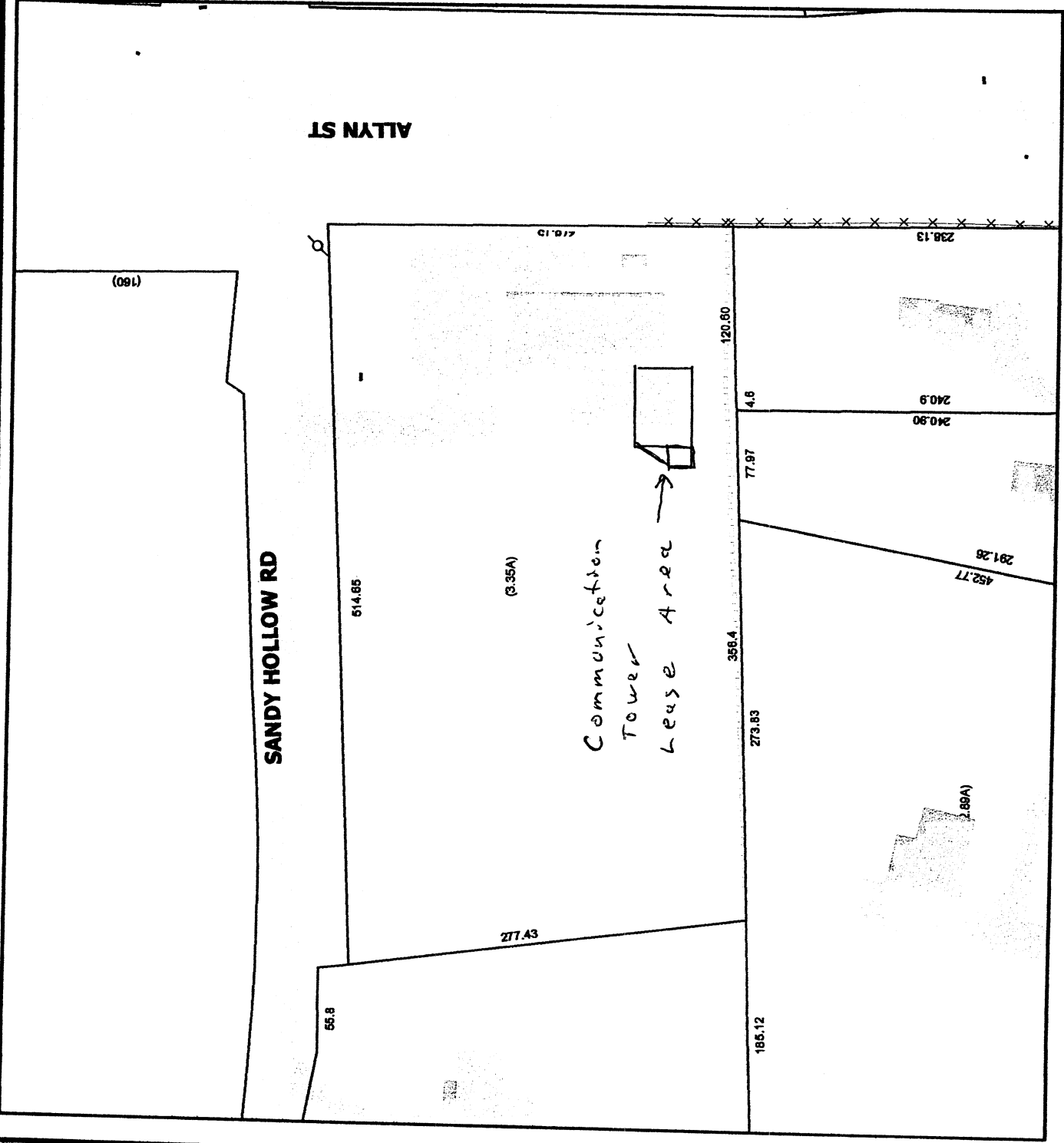


Town of Groton GIS Map

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1 inch equals 95 feet



CMC

Commercial Property Record Card - Groton, CT

Property Location: 237 Sandy Hollow Rd

Account: 261909065371 E

Map Block No:

Class: E

State Class: 903

Printed Fri, Mar 8, 2002

Card 1 of 1

Current Owner:
 Mystic River Ambulance Assoc
 P O Box 64
 W Mystic Ct 06388

Notes:

Previous Owner History:

Name	Deed	Date

Entrance Information:

Date	Time	ID	Acty	Entrance Code	Source
06/05/2001			CK		Entry & Sign Other

Sales History:

Book/Page	Date	Price	Type	Validity
518/1656	09/25/1990	141,900	2	00

Permit Information:

Date	Permit #	Price	Purpose	% Comp.
				0
				0

Land Information:

Type	Size	Grade	Influence	Factor	and	Value
Primary	A	1	0	LOCATION	-50	185,000
Excess	A	2.35	0		0	29,500

Owner Values: Includes all Land/Buildings/OBYS for this Parcel

	Current	Cost	Market	Income
Land:	214,500	214,500	0	0
Building:	259,030	259,030	0	0
Total:	473,530	473,530	0	0

Total Acres for this Parcel 3.35

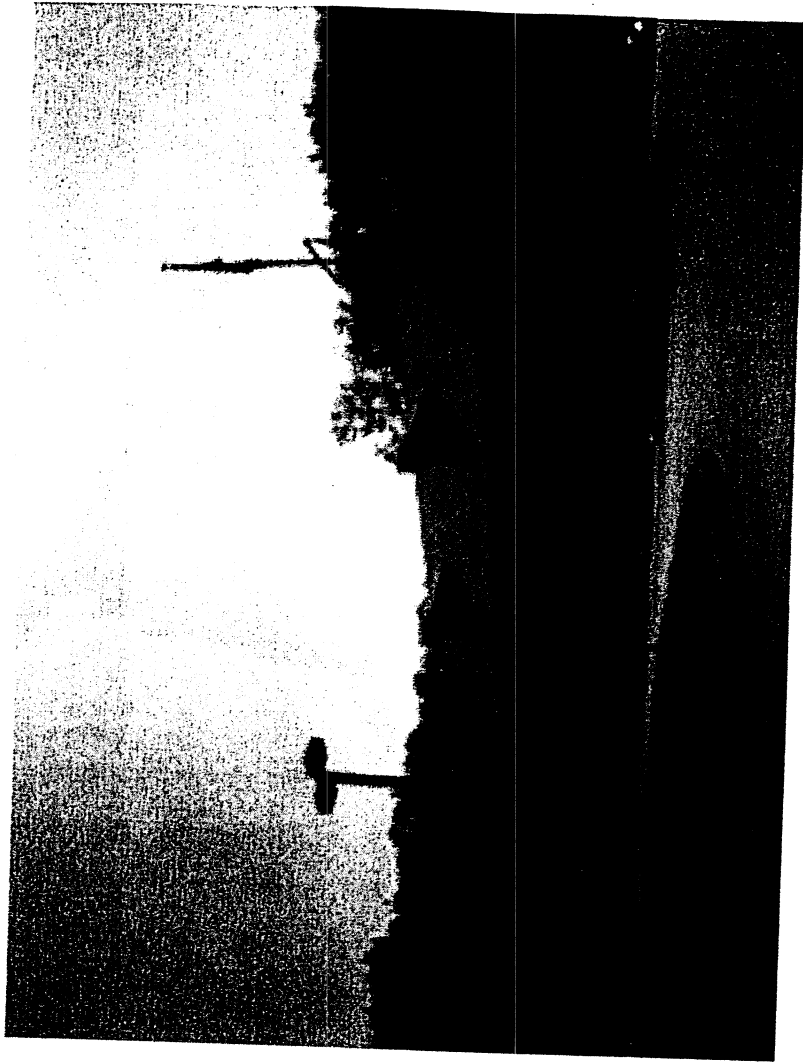
Miscellaneous:

Deed Info: 518/09/25/1990.
 Zoning: RS-20
 Routing No: 153012000
 Neighborhood: 3050
 Living Units: 0
 Census Tract: 7030
 District: 5

Assessment Information:

Cost Value Income:
 Land: 214,500
 Bldg: 259,030
 Total: 473,530
 Assessed Information:
 Code: 200 Value: 331,470

Effective DOV: 10/1/01
 Value Flag: COST
 Manual Override Reason:
 NO OVERRIDE



Cole-Layer-Trumble Company

Inspection witness by:

COPY