

COMMUNICATION TOWER LEASE AGREEMENT

COPY

This Communication Tower Lease Agreement (the "Lease") is made and entered into this 15 day of February 2007, by and between the **Town of Thompson, CT whose mailing address is 815 Riverside Drive, PO Box 899, North Grosvenordale, CT 06255**, hereinafter referred to as "Lessor", and MCF Communications, **bg**, Inc., a Massachusetts corporation whose mailing address is 733 Turnpike Street, Suite 105, North Andover, MA 01845 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: Rich Road & Wilsonville Road – near Exit 100 from I-395

1. Lessor hereby leases to Lessee that certain parcel of land containing approximately 10,000 square feet (100 x 100) situated on a portion of Lessor's land to be located in **Thompson, CT more particularly shown as lot 7 on the Town of Thompson assessor's Map (Plat) # 97 / Block 28 as recorded in the Thompson Registry of Deeds in Book 75, Page 87** as shown in Exhibit "A1", (a site plan to be drawn by the Lessee and initialed by Lessor shall replace said sketch attached hereto as Exhibit A2) 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 within a 20-foot wide right of way extending from **Rich Road** to the Leased Premises. Lessee also agrees as part of this agreement to execute if necessary a temporary easement to provide access to the Leased Premises for the entire term of the Lease including any renewals.

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.

WTB
Lessor's Initials

[Signature]
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 all pertinent state and federal regulations so as not to knowingly create any proven health hazard.

C. CONSIDERATION

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

1. Lessor will not block the right of way to the Leased Premises and shall provide snowplowing as provided for other Town facilities after town roads are cleared.
2. Lessor and any successor will not lease any space or land area within one (1) 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 one (1) 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 agrees to use qualified, fully insured contractors to perform said test and agrees to share its findings with the Lessor. Lessee agrees to give reasonable notice to Lessor of its intention to enter premises for testing and return it to the condition prior to testing. 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:

4. 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. Insurance will be increased prior to each 5 year renewal term to reflect inflation.

ASB
Lessor's Initials

[Signature]
Lessee's Initials

5 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.

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

7 Lessor represents to the best of its knowledge 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.

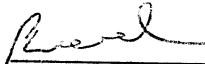
D. ENVIRONMENTAL INDEMNIFICATION

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, that were present prior to Lessee's activities as demonstrated by clear and convincing evidence

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

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 receipt of Occupancy Certificate and in any event said date shall commence no later than 24 months after execution unless the Lessee is still diligently pursuing all necessary permits and approvals, in which case commencement date will be extended an additional 12 months. ("Rent Commencement Date"). This Lease will be automatically renewed for nine (9) 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.

G. RENT

AOB
Lessor's Initials

Reed
Lessee's Initials

H. TAXES

Lessor is a tax-exempt entity and agrees to not impose any real estate taxes on Lessee, any other taxes levied on the facility will be direct expense of Lessee.

I. TERMINATION

This Lease may be terminated by either party for a significant breach hereof, which breach shall include a failure to pay the installment due hereunder within (90) days after receipt of written notice from Lessor or (30) days for a public health and safety issue. Delinquent payments more than 30 days delinquent under this lease shall bear interest at the rate of (1%) per month. 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, 2010 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.

PERFORMANCE BOND

All structures, improvements and fixtures of any nature constructed or installed by Lessee on the leased premises shall become the property of Lessor. At the end of the lease, if requested by Lessor in writing, Lessee shall dismantle and remove all towers and related structures including subsurface items, as well as repair any damage caused by doing so. Lessee shall post a bond in the amount of Twenty Thousand dollars (\$ 20,000.00) in form and content satisfactory to secure Lessee's obligations under this lease. Such bond shall expire no earlier than 50 years from the date of the lease and be adjusted at the start of each 5 year renewal term for inflation

AWB
Lessor's Initials

[Signature]
Lessee's Initials

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 and satisfactory transfer of all bonds and insurance policies, 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 Town of Thompson 815 Riverside Drive, PO Box 899, North Grosvenordale, CT 06255 – Attn : First Selectman.

All notices to Lessee shall be sent first class mail to Michael J. McFadden, President, MCF Communications, **bg** Inc. 733 Turnpike Street, Suite 105, North Andover, MA 01845.

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

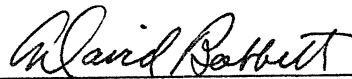

Lessee's Initials

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 reminder 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.

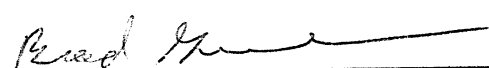
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

Lessor:


Authorized Principal
Title:

Date: 2/15/07

Lessee: MCF Communications, bg Inc.


Authorized Principal
Title: President

Date: 2-15-07



TOWN OF
THOMPSON
SELECTMEN'S OFFICE

MUNICIPAL BUILDING
RIVERSIDE DRIVE
NO. GROSVENORDALE, CT 06255
(860) 923-9561

COPY

NOTICE OF TOWN MEETING

TOWN OF THOMPSON

Tuesday, November 21, 2006

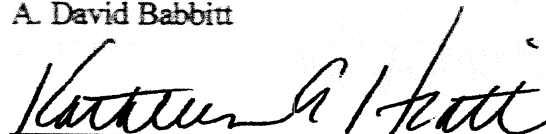
The Electors and Citizens qualified to vote in Town Meetings of the Town of Thompson, Connecticut, are hereby notified and warned that a Town Meeting of said Town will be held at the Library/Louis P. Faucher, II Community Center, 934 Riverside Drive (Rte. 12), North Grosvenordale, Connecticut, on Tuesday, November 21, 2006 at 8:00 p.m. in the evening for the following purposes:

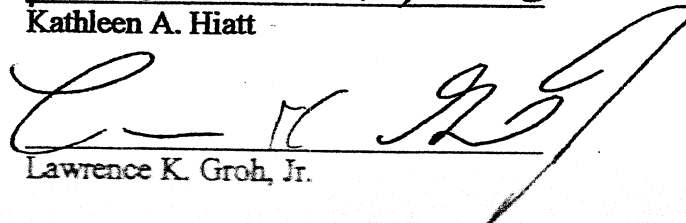
1. To choose a moderator for said meeting;
2. To determine the wishes of those present and eligible to vote upon the following proposed Resolution:

RESOLVED: By the Town Meeting of the Town of Thompson that the Town of Thompson Board of Selectmen are is hereby authorized to lease to MCF Communications or its designees or assigns, for cell tower and related purposes, a portion of that tract of land known as 0 Wilsonville Road, Thompson, Connecticut and located at Assessor's Map 97, Block, 28, Lot 7, upon such terms and conditions as the Board of Selectmen and the Town Attorney deem advisable.

Dated at Thompson, Connecticut, this 13th day of November, 2006.


A. David Babbitt


Kathleen A. Hiatt


Lawrence K. Groh, Jr.

ITS BOARD OF SELECTMEN

ATTEST:


Jeffrey C. Barske
Town Clerk

- (6) **GUARANTEE**—The equipment herein loaned is guaranteed to operate as represented, providing it is installed according to lender's specification. Any defective part will be replaced by lender within sixty (60) days from delivery.
- (7) **TITLE**—The lessee herein specifically agrees that: the title to said property shall remain in the lender regardless of the method or manner of installation of said equipment or the transfer or sale of the real estate upon which it is located and lessee agrees that no encumbrance shall be placed thereon to in anywise limit lender's title or remedies and lessee agrees to indemnify lender for any loss suffered by lender.
- (8) **REMOVAL**—This equipment shall not be changed, removed, sold or assigned without written consent of lender.
- (9) **EXAMINATION**—Lender grants lender and lender's representatives at all reasonable times, permission to enter upon the premises for the purpose of examining the operation and condition of lender's property.
- (10) **PROPERTY TAXES**—The lessee agrees to pay any and all taxes that may be assessed or levied because of the existence or presence of said Barn Cleaner on the lessee's premises.
- (11) **MAINTENANCE**—Lessee agrees to properly maintain said equipment in accordance with instructions furnished by lender. Lessee agrees that all movable parts shall be greased at frequent intervals to provide efficient operation and to give longer life and freedom from failures thereto.
- (12) **DEFAULT**—The lessee agrees that upon the violation of any of the terms of this agreement, the lender may, on five days written notice to the lessee, terminate this agreement. Upon the termination of this agreement for any cause, provided lessee shall not have purchased and paid for said Barn Cleaner as herein provided, the lessee shall surrender the Barn Cleaner to the lender in good condition or, alternatively, may accept, and shall pay to the lender for any damage done to said Barn Cleaner. The lender shall have the right to enter the premises in which the Barn Cleaner is installed without notice or demand, and remove said Barn Cleaner without process of law, and thereupon/thereby waive any action for trespass or damage thereto, and agree that he shall not be entitled to any return or allowance for payments previously made hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above-written.

Signed in the presence of:

George A. Tatroch, Jr.
(Agent)

THE LESSOR OR LESSEES

Ormer W. Morris
Lessor

(8)

THE LESSEE

Paul Feltz, Jr.
Feltz Sales Corp., President

(9)

RECEIVED FOR RECORD FEBRUARY 10, 1938—10:01 A.M.

Recorded by

Elizabeth M. Davis, Asst. Town Clerk

CERTIFICATE OF FORECLOSURE OF TAX LIENS

TO ALL WHOM IT MAY CONCERN:

This certifies that the liens for unpaid taxes due the Town of Thompson in the County of Windham and State of Connecticut, upon property, standing in the name of the lessee of the Barn and described as follows:

First Tract: a certain tract or parcel of land situated in the North part of said Thompson and being the west part of the School House lot; so called, and contains about Eleven (11) acres. Also the right to pass and repass from said lot to the highway by putting the bars and fences up after them when necessary and bounded as follows viz:

Commencing at a stone set in the wall in the North line of Jonathan Porter's land thence west eighty-two degrees (82°) North thirty six rods (36) to a stone set in the ground it being the corner bound of land of Jonathan Porter William Cutler and Nancy and Mary Porter thence North thirty-four degrees (34°) East fifty one rods (51) and thence North (123) to a stone set in the wall of Nancy and Mary Porter and land of William W. Carpenter; thence South Sixty one degrees (61°) East forty one rods (41) and thence North (123) to the end of a wall; thence twenty degrees (20°) West fifteen rods (15) and eight rods (8) to a stone in the wall; thence South seventy degrees (70°) East eleven rods (11) to a stone in the wall thence north nineteen and one-half degrees (19-1/2°) West twenty six rods (26) and seven rods (7) to the place of beginning, or however otherwise bounded as shown or described and with all the rights appurtenant thereto and appurtenances to the premises hereinafter being these premises conveyed to Leona Aldrich and Joseph Boudish by deed of Vernon E. Carpenter, dated January 13, 1932 recorded in the Thompson Land Records, Volume 24, Page 564.

Second Tract: a wood and gravel lot containing thirteen (13) acres more or less commencing at the Southwest corner of stone and stone and running Northerly by land of Porter N. 16 1/2° W. fifty six (56) rods to stone in wall thence N. 70° E. forty six (46) rods thence (17) rods to corner of fence thence S. 8. 16 3/4° E. fifty three rods thence South (17) rods to stone and stone thence westerly on straight line to first mentioned bound being a part of the same conveyed from the said B. G. Aldrich and A. J. Stearns to L. Aldrich and J. Boudish.

Third Tract: one cedar swamp containing ten (10) acres more or less commencing at stone and stone at South West corner of lot and running Northerly on line of land set to West corner of lot and running Northerly on line of land set to L. Aldrich estate to corner of fence forty six (46) rods more or less to North East of Cedar Swamp corner thence on direct line to first mentioned bound being a part of the same conveyed from B. G. Aldrich and A. J. Stearns to L. Aldrich and J. Boudish dated May 5th 1931.

was foreclosed upon complaint of said Town of Thompson against the said Estate of LAMONA ALDRICH in the Court of Common Pleas held at Willimantic in and for the County of Windham on the 17th day of December, 1944.

The time limited for redemption in said judgment of foreclosure has passed and the title to said premises became absolute in the said Town of Thompson on the 27th day of January, 1945.

Dated at Thompson, Connecticut, this 10th day of February, 1945.

Reuben T. Schowen
Reuben T. Schowen, Tax Collector

RECEIVED FOR RECORD FEBRUARY 10, 1945--10:02 A.M.

Recorded by

Elizabeth M. Daniels TOWN CLERK

QUIT-CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, ORISTING:

KNOW YE, That I, ALICE LOUISE PETERSON, of the Town of Thompson, County of Windham and State of Connecticut, for the consideration of One Dollar and other valuable considerations received to my full satisfaction of EVELYN K. MCGILVRAY, of the Town of Thompson, County of Windham and State of Connecticut, do remise, release, and forever QUIT-CLAIM unto the said EVELYN K. MCGILVRAY, her heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as I the said releasee have or ought to have in or to a certain tract or parcel of land with the buildings thereon standing, situated westerly from the village of Grovesendale, in said Town of Thompson, on the southerly side of highway that leads from Grovesendale Railroad Station, via Marcus A. Elliott; said tract bounded and described as follows:

Beginning at the north-east corner thereof, at a corner on said highway, at land of the Grovesendale Company; thence westerly on said highway One Hundred Eighty (180) feet to land of Joel Audette; thence southerly at right angles with said highway One Hundred Sixty (160) feet on land of said Audette to a bound; thence easterly on land of said Audette and Hundred Eighty (180) feet to land of Grovesendale Company; thence Northerly on Grovesendale Company's land (160) One Hundred Sixty feet to point of beginning.

Being the same premises deeded to Alice Louise Peterson by Warranty Deed from Florence Chace, dated May 15, 1943 and recorded in the Thompson Land Records, Volume 40, Page 182.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee her heirs and assigns forever, so that neither I the Releasee nor my heirs nor any other person under us or then shall hereafter have any claim, right or title in or to the premises or any part thereof but therefrom I and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of February A.D. 1945.

Signed, Sealed and Delivered in presence of

Donald H. McGilvray
Donald H. McGilvray
Isidore E. Berger
Isidore E. Berger

Alice Louise Peterson (L.S.)
Alice Louise Peterson

The consideration for this deed is less than \$100.

STATE OF CONNECTICUT,) ss. Thompson February 15, A.D. 1945
County of Windham)

Personally Appeared Alice Louise Peterson Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Donald H. McGilvray
Donald H. McGilvray
Commissioner of the Superior Court

RECEIVED FOR RECORD FEBRUARY 16, 1945--4:25 P.M.

Recorded by

Elizabeth M. Daniels TOWN CLERK

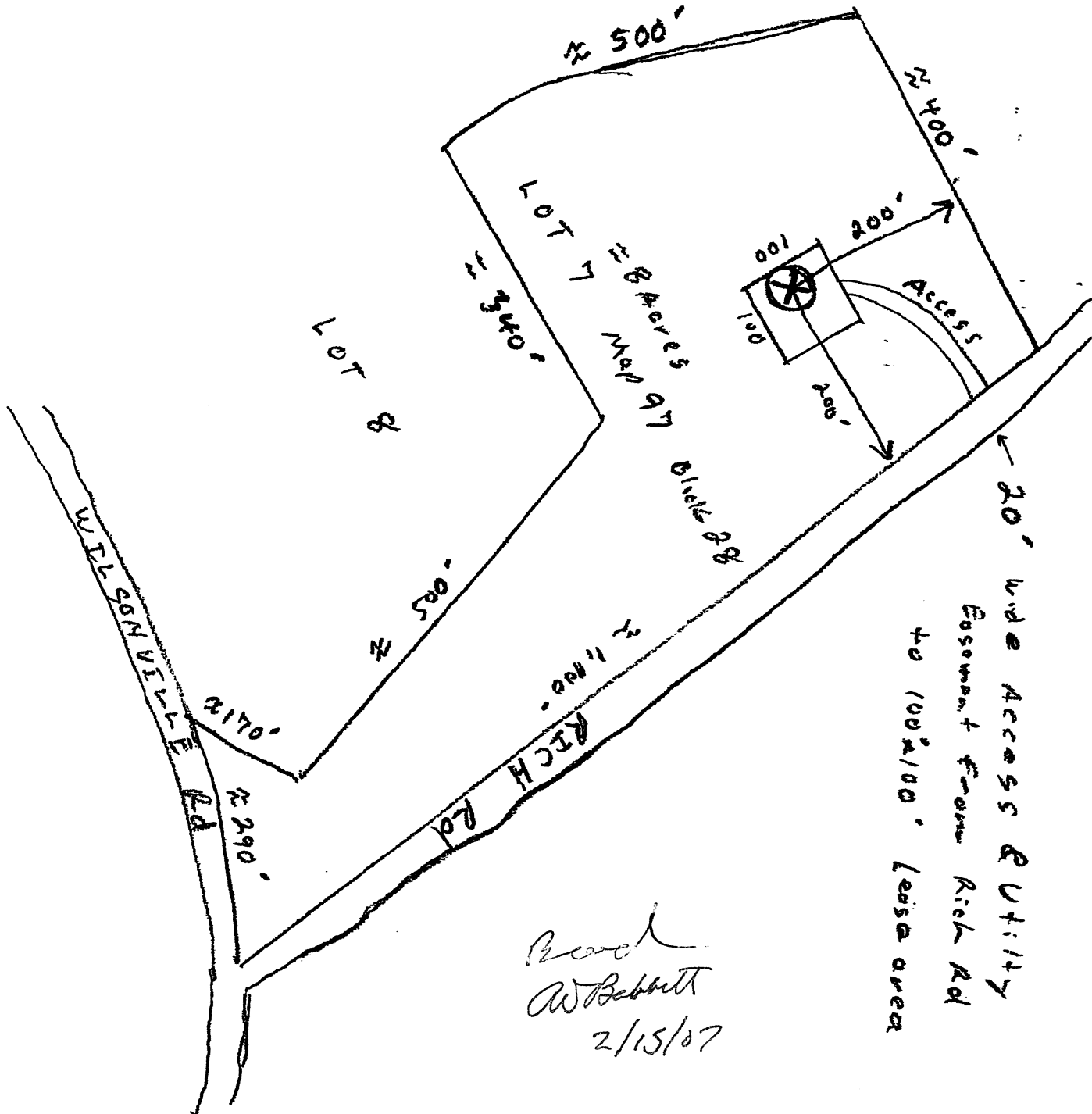
QUIT-CLAIM DEED (Survivorship)

KNOW ALL MEN BY THESE PRESENTS

THAT I, EVELYN K. MCGILVRAY, of the Town of Thompson, County of Windham and State of Connecticut, for divers good causes and considerations thenceunto moving, especially for One Dollar and other valuable considerations received to my full satisfaction of RAYMOND T. PETERSON and ALICE LOUISE PETERSON, both of the Town of Thompson, County of Windham and State of Connecticut, have remise, released, and forever quit-claimed, and do by these presents, in witness, my and heirs jointly and absolutely remise release and forever QUIT-CLAIM unto the said RAYMOND T. PETERSON and ALICE LOUISE PETERSON and the survivor of them and the heirs and assigns of the survivor of them forever all such right and title as I the said Releasee have or ought to have in or to a certain tract or parcel of land with the buildings thereon standing, situated westerly from the village of Grovesendale, in said Town of Thompson on the southerly side of highway that leads from Grovesendale Railroad Station, via Marcus Elliott; said tract bounded and described as follows:

Beginning at the north-east corner thereof, at corner on said highway, at land of the Grovesendale Company; thence westerly on said highway One Hundred Eighty (180) feet to land of Joel Audette; thence southerly at right angles with said highway One Hundred Sixty (160) feet on land of said Audette to a bound; thence westerly on land of said Audette one Hundred Eighty (180) feet to land of Grovesendale Company; thence Northerly on Grovesendale Company's land (160) One Hundred Sixty feet to point of beginning.

EXHIBIT A2



Prepared
W. Babbitt
2/15/07



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 _____, 200?

LESSOR:

LESSEE: MCF Communications, Inc.

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____