FACILITIES LEASE

This Facilities Lease Agreement (the "Lease") is made as of the 5th day of September, 2006 ("Effective Date"), by and between the City of Tupelo, Mississippi ("Lessor"), and the Mississippi Economic Growth Alliance & Point of Presence, Inc., a Mississippi nonprofit corporation ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Memorandum of Understanding dated February 11, 2005 ("MOU"), by and between Telepak Networks, Inc., a Mississippi corporation ("Telepak"), Lessor, Lessee, the City of Oxford, Lowndes County, Mississippi, and Oktibbeha County, Mississippi, which provides for the construction of a fiber optic network (the "Network") linking Tupelo, Oxford, Batesville, Starkville, Columbus, Philadelphia, and Meridian to Telepak's existing network located in Memphis, Tennessee and Collins, Mississippi, and the subsequent subleasing of portions of the Network to Telepak by Lessee.

WHEREAS, simultaneously herewith, Lessee is entering into leases with the City of Oxford, Lowndes County, Mississippi, and Oktibbeha County, Mississippi, for certain Network facilities located in Oxford, Columbus and Starkville, Mississippi, and has been responsible for overseeing the construction of those facilities to connect to the Network, utilizing grant funds obtained by the local governments with the help of Lessor.

WHEREAS, pursuant to the terms of the MOU Lessor agreed to enter into this Lease with Lessee whereby those facilities owned by Lessor and constructed to provide a connection with the Network would be leased to Lessee for a period of twenty (20) years with an option for Lessee to purchase the Facilities (as defined herein) at any time after the first ten (10) years of the term of the Lease.

WHEREAS, Lessor has determined that there is a need to promote the understanding, creation and use of broadband access to the Internet and related communications facilities for the purposes of encouraging economic development and job creation, increasing employment and tax revenues, promoting better access to education and technology, facilitating the delivery of healthcare benefits and services, and increasing the standard of living for the residents of the Lessor and of the MEGAPOP Region (as defined in the MOU).

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. GRANT AND TERM OF LEASE

1.1 Lessor hereby leases to Lessee the Facilities as defined and described in Attachment A attached hereto for a term of twenty (20) years beginning at 12:01 a.m. on the thirtieth (30^{th}) day after the date that construction of the Facilities is completed and accepted by Lessor (the "Term").

1.2 After the first ten (10) years of the Term, Lessee shall have the right to purchase the Facilities at any time for a purchase price equal to all of the remaining Lease Fees (as hereinafter defined) payable during the Term. In order for Lessee to exercise its right to purchase the Facilities, Lessee must give Lessor written notice of its intent to purchase the Facilities at least forty-five (45) calendar days prior to the purchase date, and pay the purchase price to Lessor by the purchase date. On the purchase date Lessor will execute a bill of sale and assignment conveying the Facilities to Lessee in the form of Attachment B attached hereto.

1.3 If the Lessee does not purchase the Facilities prior to the end of the Term in accordance with Section 1.2, Lessee may, at the end of the Term, purchase the Facilities upon the payment of One Dollar ($1.00) to the Lessor. Lessor will execute a bill of sale and assignment conveying the Facilities to Lessee in the form of Attachment B attached hereto.

2. CHARGES, ADMINISTRATION AND TERMS OF PAYMENT

2.1 In consideration for the Lease and rights granted herein, Lessee shall pay Lessor a monthly fee of One Dollar ($1.00) during the Term (the "Lease Fee"). The first Lease Fee shall be due on the Effective Date.

2.2 The Lease Fee shall include any and all fees that Lessor might charge for building access, collocation, and for Lessee's network equipment, as needed to gain access to and use the Facilities owned by Lessor.

2.3 It is understood and agreed that Lessee may enter into a sublease with Telepak and that Lessee shall be entitled to a reasonable monthly fee to be charged in connection with said sublease for the administration of this and the related lease agreements relating to the Network and for the promotion of broadband education, training and assistance as more particularly set forth in Section 2.4 of this Lease.

2.4 In addition to those other duties enumerated in this Lease, Lessee agrees, for and in consideration of the payments described in Sections 2.3 hereof, to perform the following services on behalf of Lessor:

2.4.1 Utilize the Lessee's resources to sponsor seminars, equipment and technology demonstrations, trade-shows, lectures and other educational events to assist in training and educating the population residing in Lessor's boundaries and within the MEGAPOP Region in the uses and benefits of broadband technology.

2.4.2 Assist Lessor and other municipalities, counties and governing agencies within the MEGAPOP Region in the identification of and application for grants, loans and other incentive programs designed to advance broadband technology, including but not limited to the construction of facilities for the affordable delivery of "Last Mile" broadband services, broadband facilities and equipment for the use and education of the general public, and the upgrading and improvement of existing telecommunications facilities.

2.4.3 Coordinate with physicians, hospitals, nursing homes and other health care providers in connection with the identification, purchase, implementation and use of state of the art communications facilities designed to bring improved, affordable and faster delivery of healthcare services to residents of Lessor and the MEGAPOP Region.

2.4.4 Work with businesses and industries located within Lessor's boundaries and in the MEGAPOP Region to deploy broadband technologies in order to enable those businesses and industries to more economically and effectively compete in a global market.

2.4.5 Work with economic development agencies within the MEGAPOP Region to recruit new business and industry to the area, and to create new jobs within existing business and industry in the area of technology and communications.

2.4.6 Provide assistance to Lessor and other local governments in the MEGAPOP Region in identifying ways and means of providing better services and greater access to existing services through the effective use of broadband technologies.

2.4.7 Identify, promote and advocate reasonable and necessary policies on a local, regional, state and federal level for improved access by residents of Lessor and of the MEGAPOP Region to Broadband Internet services.

2.4.8 Conduct regular sessions with educational institutions located within Lessor's boundaries and in the MEGAPOP Region, including primary and secondary public schools, community colleges and universities, in order to identify and plan for necessary programs, curricula, and classes designed to take full advantage of broadband services.

2.4.9 Act as administrative agent for Lessor in connection with the enforcement of Lessor's rights under the MOU and other agreements relative to the performance of Telepak thereunder.

2.5 Lessee shall render a summary accounting and report to Lessor, on an annual basis, of any programs, activities and expenditures incurred in connection with the performance of its duties pursuant to Section 2.4 hereof and of its use of the sums credited to Lessee pursuant to Section 2.3 hereof.

3. MAINTENANCE

For the Term of the Lease Lessee shall cause Telepak, or such other sublessee of the Facilities, to provide routine maintenance, emergency restoration and locate services ("Maintenance Services") for the Facilities at such sublessee's expense.

4. WARRANTIES

LESSOR REPRESENTS AND WARRANTS THAT IT OWNS THE FACILITIES. OTHER THAN THE FOREGOING SENTENCE, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FACILITIES.

5. TAXES

It is anticipated that the Facilities shall be eligible for and shall receive exemption from ad valorem taxes during the Term of this Lease or for that period of time that Lessor owns a fee simple interest in the Facilities, including routine upgrades and replacement of worn equipment, whichever period of time is shorter.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 To the extent allowed by applicable law, Lessor will indemnify and hold Lessee harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to or death of any persons, including, without limitation, the patrons, customers, agents and employees of either party hereto (including payment under any workers' compensation law or under any plan for employee disability and death benefits) which may arise out of or be caused by any willful, reckless or negligent act or omission of Lessor or its employees, representatives, contractors or subcontractors.

6.2 Lessee will indemnify and hold Lessor harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to or death of any persons, including, without limitation, the patrons, customers, agents and employees of either party hereto (including payment under any workers' compensation law or under any plan for employee disability and death benefits) which may arise out of or be caused by any willful, reckless or negligent act or omission of Lessee or its employees, representatives, contractors or subcontractors.

6.3 Lessee hereby indemnifies and holds harmless Lessor against any and all liability or claims related to lack of adequate regulatory or other authority, violation or claim of violation of any law, rule or regulation or the use of the Facilities.

6.4 In all instances in which one party ("Indemnitor") is obligated to indemnify another ("Indemnitee") as provided for in this Lease: (i) Indemnitee shall give Indemnitor written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) Indemnitor shall have the sole right to control the defense of such matter and the sole right to determine the disposition of such matter; and (iii) Indemnitee shall furnish such available information and assistance as may be required by the Indemnitor to assist in the disposition of such matter and no disposition or settlement shall be made by Indemnitee of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of Indemnitor.

6.5 Notwithstanding any provision of this Lease to the contrary, Lessor shall not be liable to Lessee for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with failure to perform obligations or breach of representations hereunder, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

7. FORCE MAJEURE

Neither party shall be in default under this Lease if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefor; lack of transportation; governmental codes, ordinances, laws, rules, regulations or restrictions; condemnation or exercise of rights of eminent domain; war or civil disorder; acts of terrorism; or any other cause beyond the reasonable control of either party (each being collectively referred to as "Force Majeure"). Provided, however, if any Force Majeure event shall cause a failure or delay in performance of either party which extends longer than sixty (60) calendar days, the other party may terminate this Lease upon written notice to the nonperforming party.

8. REQUIRED RIGHTS

8.1 Lessor Required Rights. Lessor represents that, to the best of its knowledge and belief, Lessor owns, has obtained or can and will obtain all rights, licenses, leases, franchises, authorizations, rights of way and other agreements related to the real property over or through which the Facilities pass or are to pass and that are necessary for the installation and use of the Facilities by Lessee and any sublessees (all of which are hereinafter referred to as "Required Rights"). Lessor shall cause such Required Rights to remain effective through the Term of this Lease. Lessor agrees to give notice to Lessee of any lawsuit or administrative filing that challenges Lessor's Required Rights.

8.2 Lessee Franchise. It is expressly understood that in the event separate authority in the form of a license, permit or franchise from any governing authority having jurisdiction (collectively, "Franchise") is required specifically for Lessee's or its Sublessee's use of the Facilities as provided hereunder, the Lessee or its Sublessee shall be responsible for obtaining and maintaining such Franchise. Lessor agrees that it will take all reasonable and necessary actions to see that Lessee's Sublessee is granted a Franchise. Lessee shall give notice to Lessor of any lawsuit or administrative filing that challenges Lessee's or its Sublessee's Franchise.

9. RELOCATION

If Lessor finds it necessary to relocate any of the facilities used or required in providing the Facilities, and/or the Facilities itself, Lessor will give Lessee notice of such relocation not less than thirty (30) days before such relocation shall be undertaken. Such relocation shall be scheduled and completed in such a way so as to have the most minimal effect on the Facilities and Lessee's or its Sublessee's service to the Sublessee's customers. Lessor and Lessee shall agree on a mutually acceptable schedule for the relocation in order to accomplish the aforementioned objective. Lessee, through its Sublessee shall be responsible the performance of, any necessary relocation, and unless such relocation shall be made necessary by Lessor or Lessor's acts or omissions, whether intentional or negligent, Lessee shall be responsible for paying the cost of such relocation

10. CONDEMNATION

10.1 In the event that any portion of the Facilities, or the ducts, poles, trenches and Required Rights in or upon which it shall have been installed, becomes the subject of a condemnation proceeding by any governmental agency or other party with the power of eminent domain for public purpose or use, Lessor shall pursue an award for its interest and that of Lessee in such proceedings.

10.2 Upon its receipt of a formal notice of condemnation or taking, Lessor shall notify Lessee immediately of any condemnation proceeding filed against the Facilities or the said ducts, poles, trenches or Required Rights in or upon which said Facilities shall have been installed. Lessor shall also notify Lessee of any similar threatened condemnation proceeding and agrees not to sell the Facilities or such ducts, poles, trenches or Required Rights to such acquiring agency, authority or other party in lieu of condemnation without prior written notice to Lessee.

11. USE OF EQUIPMENT

11.1 Lessee shall not use the Facilities except for the purposes for which it was designed. If the Facilities are damaged as a result of Lessee's use of it for other purposes or Lessee's misuse or abuse, then Lessee shall repair or replace the damaged portion of the Facilities at its sole cost and expense.

11.2 Lessee's use of the Facilities shall comply with this Lease and all applicable and lawful government ordinances, laws, rules, regulations or restrictions.

11.3 Use of the facilities adjacent to the Facilities, as applicable, by Lessee shall be such as not to: (i) interfere with the use of or impair service over the Facilities; or (ii) impair the privacy of any communications over the Facilities.

12. OWNERSHIP OF EQUIPMENT

12.1 Lessee shall make no representations and take no actions inconsistent with Lessor's ownership interest in the Facilities.

12.2 Lessee warrants that during the Term, it shall keep the Facilities free from all liens and encumbrances, including mechanic's and materialmen's liens, and shall promptly secure the release of any such lien or encumbrance filed and affecting the Facilities.

12.3 Lessee and Sublessee owned facilities ("Lessee Facilities") connected to, or a part of, the Facilities shall at all times remain the sole property of Lessee and/or its Sublessee. Lessor shall not make any representations or take any actions inconsistent with Lessee's ownership of said Lessee Facilities.

13. CONFIDENTIALITY

13.1 All proprietary information disclosed by either party hereto to the other in connection with this Lease shall not be disclosed to anyone other than such employees, shareholders, agents, lenders, consultants or affiliates of the parties having a need to know such information and who have agreed to be bound by the terms hereof or substantially similar confidentiality obligations. Each party shall protect any such information received from the other with the same degree of care accorded its own proprietary information, but in no event less than reasonable care. Neither party shall be required by this Section 13 to hold confidential any information which is in the public domain, is independently developed by the nondisclosing party, or which becomes available to such party without restriction from a third party.

13.2 Notwithstanding the provisions of this Section 13, the parties agree that the confidentiality obligations of either party shall not prohibit disclosure of information which is required to be disclosed by either party, pursuant to federal or state securities laws, or pursuant to the rules or regulations of the public service commission of any state with jurisdiction to require same, or pursuant to any order of a court with competent jurisdiction, or pursuant to any other requirement of law; provided, however, that prior to any disclosure the disclosing party gives notice to the other party and reasonably cooperates in such party's efforts to prevent such disclosure. In the event that disclosure is required, such disclosure shall be limited to the extent required by such authority, and the information subject to such disclosure requirements shall be and remain confidential for all other purposes.

13.3 The provisions of this Section 13 shall survive termination of this Lease for a period of three (3) years.

14. DEFAULT

Neither party shall be in default under this Lease or in breach of any provisions hereof unless and until it has been given written notice of such default by the other party and shall have failed to cure such default within thirty (30) days after receipt of such notice. Where a default cannot reasonably be cured within a thirty (30) day period, if the defaulting party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such cure. Upon the failure to cure any such default within thirty (30) days after notice thereof or within thirty (30) days plus the extension for curing with due diligence as set forth above, the party giving notice of the default may thereupon terminate this Lease by providing written notice of termination as provided for in Section 17. Subject to the above and to Section 7, upon default by either party, the non-defaulting party shall have the right to pursue any or all remedies available at law and/or equity.

15. NOTICE

All notices under this Lease shall be in writing and shall be deemed to have been given (i) if by mail, three (3) days after deposit in the U.S. Mail, Certified Mail, Postage Prepaid, Return Receipt Requested; or (ii) if by overnight courier, one (1) day after delivery to an overnight courier service, fee prepaid, and, in either case, addressed as follows:

If to Lessee: Mississippi Economic Growth Alliance and Point of Presence, Inc.
Post Office Drawer 409
322 Jefferson Street
Tupelo, MS 38802-0409
Attention: Tom Wicker

If to Lessor: City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485
Attention: Mayor

or to such other address as may be designated in writing to the other party.

16. ASSIGNMENT, SUBLEASING, and SUCCESSION

16.1 Neither party shall assign this Lease, to any third party without the express written consent of the other party.

16.2 Lessor agrees that Lessee may sublease the Facilities to Telepak upon the terms and conditions set out in Exhibit G to the MOU. Except as provided by the foregoing sentence, Lessee shall not enter into a Sublease with respect to the Facilities without the prior written consent of the Lessor.

16.3 This Lease, and the respective rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the parties hereto and any permitted successors or assigns.

17. TERMINATION

17.1 This Lease shall automatically terminate upon the expiration of the Term or upon termination pursuant to Section 17.3 below. Upon the expiration or termination of this Lease, and only if Lessee has not exercised its option to purchase as set forth in Section 1.2 or 1.3, all rights of Lessee to the Facilities shall cease and Lessor shall not owe Lessee any additional duties or consideration with respect to such Facilities. Promptly thereupon, Lessee shall remove all of Lessee's equipment and other property from such Facilities at its sole cost.

17.2 Notwithstanding the foregoing, no termination or expiration of this Lease shall affect the rights or obligations of any party hereto (a) with respect to any then existing defaults or the obligation to make payments hereunder for services rendered or incurred prior to the date of termination or expiration or (b) pursuant to Section 5, 6, or 13 herein, which shall survive the expiration or termination hereof.

17.3 Either party shall have the right to terminate this Lease in the event the other party is in default pursuant to Section 14.

18. GOVERNING LAW

The rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Mississippi without giving effect to its choice of law rules.

19. ARBITRATION

In the event any dispute between the parties arises out of this Agreement which cannot be settled by the parties, the parties agree to submit the dispute to mediation within thirty (30) days from receipt of written notice from any party demanding mediation of the stated dispute prior to resorting to any legal resolution of the dispute in court. If the parties cannot agree on one mediator within five (5) days from the receipt of written notice demanding mediation, the opposing parties shall each , within five (5) days, choose one mediator who shall then choose a mediator to mediate the dispute. The costs of the mediator shall be split equally between the parties; otherwise, each party will bear its own expenses relating to the mediation. If there is no resolution of the dispute within sixty (60) days after beginning the mediation, the parties shall submit the dispute to binding arbitration. The dispute shall be resolved by a single arbitrator chosen by the parties under the auspices of the American Arbitration Association ("AAA"), and such dispute shall be resolved pursuant to the rules of the AAA with the findings and any award by such arbitrator being final and binding upon all parties. Judgment or any award or finding rendered by the arbitrator may be entered in any court of competent jurisdiction. The location of any such arbitration proceeding shall be in Tupelo, Mississippi or such other location as mutually agreed by the parties. Nothing in this Section 19 shall prevent any party from seeking an injunction or other appropriate equitable relief in situations where failure to act could do irreparable harm to the party seeking relief.

20. INSURANCE

20.1 Lessee shall and shall require that its Sublessee carry comprehensive or commercial general liability insurance together with coverage for contractual liability. The amounts of such insurance shall be in the amount of not less than $1,000,000 as to any one occurrence and $2,000,000 general aggregate. Lessee and its Sublessee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.

20.2 The required minimum limits of coverage shown above do not limit or diminish any party's liability under this Lease.

20.3 Lessee and its Sublessee shall submit to Lessor a standard insurance certificate (or comparable form) signed by an authorized representative of its insurance company, certifying that the insurance coverage required hereunder is in effect for the purposes of this Lease. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage shall be effective without at least thirty (30) days' advance written notice to Lessor and shall include a waiver of subrogation endorsement.

20.4 All such policies (excluding workers' compensation) shall name either Lessee, if applicable, and Lessor, and its subsidiaries and affiliates, as additional insureds.

20.5 The insurers of Lessee and its Sublessee shall waive all rights of recovery against Lessor for any injuries to persons or damages to property in the execution of work performed under this Lease.

20.6 Lessee and its Sublessee shall permit any authorized representative of Lessor to examine such party's original insurance policies should Lessor reasonably request.

Should Lessee or its Sublessee at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled or non-renewed, Lessor shall have the right to terminate this Lease.

20.7 A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits required under this Lease. Additionally, the coverage required hereunder may be provided through a program of self-insurance, provided that the party providing such self-insurance shall furnish such information and certification as are reasonably required by the other party to demonstrate that the coverage required hereunder is available under such program of self-insurance.

21. RULES OF CONSTRUCTION

The headings of the Sections in this Lease are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the content of this Lease as set forth in the body of such Sections. The singular herein shall include the plural, and the plural herein shall include the singular, where appropriate.

22. ENTIRE AGREEMENT

This Lease, including the attachments, constitutes the entire agreement between the parties hereto with respect hereto and collectively constitutes the entire agreement and supersedes all agreements previous to this Lease with regard hereto, whether written or oral, between Lessor and Lessee. This Lease may not be amended or otherwise altered except by written agreement between the parties hereto. In the event that the terms of this Lease conflict with any terms contained in an attachment hereto, the terms of this Lease shall control. This Lease may be executed in counterparts, each of which shall constitute one original.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date(s) recorded below.

City of Tupelo, Mississippi

By: Ed Neelly

Name: Ed Neelly

Title: Mayor

Date: September 5, 2006

Mississippi Economic Growth Alliance and Point of Presence, Inc.

By: Morgan Baldwin

Name: Morgan Baldwin

Title: President

Date: October 26, 2006

Attachment A

Facilities

As used in this Lease, the term "Facilities," unless obviously indicated otherwise, shall mean that certain loop of fiber optic cable, together with the conduit in which it is installed, if any, installed at the behest of Lessor and running from a point of connection with the TVA IRU Fiber, as defined in the MOU, to a point of connection with the Bell South Central Office located at 337 North Broadway Street, Tupelo, MS 38801, CLLI-TUPLMSMA, and running back to said point of connection or another point of connection with the TVA IRU Fiber, together with all manholes and handholes and all equipment installed in connection and to be used therewith. The term "Facilities" does not include any interest in real property.

Attachment B

Bill of Sale and Assignment

For and in consideration of the mutual covenants and agreements set forth in that certain Facilities Lease Agreement ("Lease") dated as of ______________, 2006, by and among the City of Tupelo, Mississippi ("Lessor"), and Mississippi Economic Growth Alliance & Point of Presence, Inc., a Mississippi nonprofit corporation ("Lessee"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby sell, convey, transfer, assign and deliver to Lessee and its successors and assigns forever, all of its right, title and interest in and to the assets set forth on Exhibit 1 attached hereto (the "Purchased Assets"), free and clear of all liens and liabilities. This Bill of Sale is given pursuant to the terms of the Lease and is subject to the terms and conditions contained therein. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to them in the Lease. Lessor hereby warrants to Lessee that Lessor is the sole owner of each of the Purchased Assets, that Lessor has the right and authority to sell and assign each such Asset, and that each such Asset is free and clear of all liens, liabilities, or other title defects of any kind.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity, other than Lessee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Lessee and its successors and assigns.

This instrument is binding on Lessor, its successors and assigns, and will inure to the benefit of Lessee and its successors and assigns.

This instrument shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, Lessor has caused this Bill of Sale and Assignment to be duly executed in its name on ______________, 200__.

City of Tupelo, Mississippi

By: ______________________________

Name: ______________________________

Title: ______________________________

Attachment B

Bill of Sale and Assignment

For and in consideration of the mutual covenants and agreements set forth in that certain Facilities Lease Agreement ("Lease") dated as of Sept. 5th, 2006, by and among the City of Tupelo, Mississippi ("Lessor"), and Mississippi Economic Growth Alliance & Point of Presence, Inc., a Mississippi nonprofit corporation ("Lessee"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby sell, convey, transfer, assign and deliver to Lessee and its successors and assigns forever, all of its right, title and interest in and to the assets set forth on Exhibit 1 attached hereto (the "Purchased Assets"), free and clear of all liens and liabilities. This Bill of Sale is given pursuant to the terms of the Lease and is subject to the terms and conditions contained therein. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to them in the Lease. Lessor hereby warrants to Lessee that Lessor is the sole owner of each of the Purchased Assets, that Lessor has the right and authority to sell and assign each such Asset, and that each such Asset is free and clear of all liens, liabilities, or other title defects of any kind.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity, other than Lessee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Lessee and its successors and assigns.

This instrument is binding on Lessor, its successors and assigns, and will inure to the benefit of Lessee and its successors and assigns.

This instrument shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, Lessor has caused this Bill of Sale and Assignment to be duly executed in its name on _____________, 200__.

City of Tupelo, Mississippi

By: ______________________________

Name: ______________________________

Title: ______________________________