

## SALE AND ASSIGNMENT AGREEMENT

SALE AND ASSIGNMENT AGREEMENT (the "Agreement") dated May 18, 2006, by and between AMY A. LEE, 3411 Springbriar Drive, Castle Rock, CO 80109 ("Lee"), LEGEND COMMUNICATIONS OF WYOMING, LLC, a Wyoming limited liability company ("Legend"), and LARRY J. AUSTIN, c/o StarWalker Group, 201 N. Union Street, Suite 230, Alexandria, Virginia 22314, individually ("Austin") and as trustee of the Acorn Trust, a trust formed under the laws of the Commonwealth of Virginia ("Trust").

WHEREAS, Lee on or about April 8, 2004, exercised her right of purchase under an option agreement (the "Option Agreement") dated December 2003 between Lee and Austin relating to the purchase from Austin by Lee of all of the membership interest ("Interest") in Riverboat Acquisition LLC, a Delaware limited liability company ("the Company"); and

WHEREAS, pursuant to the Option Agreement, Lee agreed to assume and pay \$240,000 of debt payable by Global Internet Funding LLC ("Global") to NGAI Investments LLC, a Delaware company ("NGAI") after notification of the receipt of approval by the Federal Communications Commission of the transfer intended under the Option Agreement; and

WHEREAS, NGAI has transferred its beneficial rights to its receivable from Global equally to Integrated Capital Associates, Inc. ("ICA"), and American Finance Statutory Trust ("AFST"); and

WHEREAS, Lee and Austin wish to amend the Option Agreement to clarify that the sale of the Interest includes the interest held by the Trust, among other things, as set forth herein and the Trust wishes to join in this amendment; and

WHEREAS, Legend wishes to buy and acquire all of the interest of Lee under the Option Agreement, as amended herein, and provide notice of exercising said option; and

WHEREAS, Lee wishes to sell such Interest to Legend and discharge in full her obligation thereunder; and

WHEREAS, Austin and the Trust (collectively, "Seller") wish to consent to the transfer and assignment of the Option Agreement from Lee to Legend pursuant the terms hereof; and

WHEREAS, NGAI, ICA and AFST wish to modify the terms of the receivable from Global.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement is subject to final approval of the Federal Communications Commission ("FCC"). Subject to the terms and conditions herein set forth, and upon notification of final FCC approval of the transactions contemplated herein ("Final Order"), Lee shall transfer and assign all of her right, title and interest to acquire the Interest pursuant to the Option Agreement, as amended herein, to Legend. Consideration for said transfer and assignment shall

be the sum of \$300,000 less the purchase price, as defined in the Option Agreement, as amended herein. Such consideration shall be paid to Lee via good check delivered to the address for Lee set forth in the introductory paragraph in the amounts as follows: (a) within thirty days of the Final Order of the FCC, Legend shall pay Lee \$10,000; and (b) within ten days of the payment in full by Legend of the Debt, as defined in the Option Agreement, as amended herein, Legend shall pay Lee any remaining amount of such consideration.

2. Lee and Seller agree that the introductory paragraph is amended in its entirety to read as follows:

OPTION AGREEMENT ("Agreement") dated as of December 15, 2003, by and between AMY A. LEE of 3411 Springbriar Drive, Castle Rock, Colorado 80109 ("AL"), LARRY J. AUSTIN, c/o StarWalker Group, 201 N. Union Street, Suite 230, Alexandria, Virginia 22314, individually and as Trustee of the Acorn Trust, a trust formed under the laws of the Commonwealth of Virginia ("LA").

3. Lee and Seller agree that Paragraph 1 of the Option Agreement is amended in its entirety to read as follows:

1. Grant and Exercise of Option. Subject to the terms and conditions hereinafter set forth, LA hereby grants to AL the right and option to buy the Interest from LA for the purchase price set forth in Section 2 hereof. AL may exercise such right and option at any time on or before February 28, 2006 by delivery to LA of a written notice stating AL's intention to exercise such right of purchase. Upon such exercise by AL, she shall purchase the Interest at a closing (the "Option Closing") to occur not later than 15 days following the receipt of final approval of the sale from the Federal Communications Commission, as set forth in Paragraph 1.1 below.

4. Lee and Seller agree that Paragraph 2 of the Option Agreement is amended in its entirety to read as follows:

The purchase price ("Purchase Price") shall be paid at the Option Closing and shall, in the aggregate, be equal to the assumption by AL of \$240,000 of the debt of Global Internet Funding, LLC, to Integrated Capital Associates, Inc., and American Finance Statutory Trust and interest thereon at the rate of 6% per annum from December 15, 2003, to the date of payment of the debt, such debt not to exceed \$290,000 in the aggregate ("Debt") and payment to be demanded no earlier than December 31, 2007, and such assumption and other matters relating to the purchase to be evidenced by the execution of an assignment and assumption agreement substantially in the form annexed hereto as Exhibit A (the "Assignment and Assumption Agreement"). Upon payment of the Purchase Price pursuant to this Section 2 and execution of the Assignment and

Assumption Agreement all of the rights and obligations of a member of the Company under the Operating Agreement shall be assumed from such date by AL.

Lee and Seller agree that Exhibit A referenced in Paragraph 2 of the Option Agreement, as amended above, is amended to read as Amended Exhibit A, attached hereto as Exhibit 1. They further agree that said Exhibit is drafted in anticipation of Legend assuming the rights of Lee under the Option Agreement.

5. Other than the amendments to the Option Agreement set forth in Paragraphs 2, 3 and 4 hereof, the Option Agreement remains unchanged, it being understood that, by this Agreement, Legend is assuming all right, title and interest of Lee under the Option Agreement to exercise an option to purchase one hundred percent (100%) of the membership interest in the Company pursuant to the terms set forth herein.

6. Legend hereby provides notice that it is exercising the right and option to purchase the Interest of the Company under the Option Agreement, as amended.

7. Lee represents and warrants to Legend (a) that she is and at all relevant times has been a citizen and resident of the United States of America, (b) that the Option Agreement is not in default, and (c) that she has not sold or otherwise pledged her rights in the Option Agreement and that she holds the option granted therein free of all liens and encumbrances.

8. Seller represents to Legend that the Option Agreement is not in default and it, as amended hereby, shall be effective to transfer one hundred percent (100%) of the membership interest in the Company.

9. Legend represents to Lee that it is acquiring the interest for its own account for investment purposes and not with a view to distribution and has no present arrangement or intention to sell the Company or its assets.

10. Legend further represents that it has conducted its own due diligence and is not relying on any representations or warranties of Lee except as provided herein.

11. NGAI, ICA and AFST agree that (a) the payment of the Debt as described in Paragraph 2 of the Option Agreement, as amended herein, shall constitute payment in full of the Debt, (b) that there shall be no penalty for pre-payment of the debt prior to December 31, 2007, (c) that the Debt is in the form of a demand note provided that payment shall not be demanded before December 31, 2007, and (d) to the extent this Agreement modifies or amends the prior agreement regarding the Debt, said agreement is hereby modified and amended and the language set forth herein shall control. Legend shall make all payments to ICA and AFST by wire transfer in equal parts as follows:

To: Golden Gate Bank  
225 Bush Street  
San Francisco, CA  
ABA Routing No.: 121036157  
For account of Integrated Capital Associates, Inc.

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Account Number: 002-104822

To: Wachovia Bank National Association  
Charlotte, NC  
ABA Routing No.: 053000219  
Credit: Trust Ops  
Account Number: 5000000016439  
For Further Credit to: American Finance Statutory Trust

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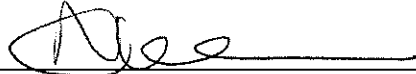
Account Number: 9576832095  
Attn: 4882 New York

Upon payment as provided in this Paragraph 11, the Company and Legend will be deemed discharged of all obligations relating to the Debt. Upon final approval of the transfer of the Interest from Seller to Legend, Seller and Lee will be deemed discharged of any and all obligations relating to the Debt.

12. The parties shall execute and deliver such further assurances, instruments of transfer and agreements as may be required by the operating agreement of the Company or as is otherwise necessary and appropriate to carry out the contemplated transaction.

13. This Agreement may be executed in counterparts each of which may constitute an original and all of which when taken together shall constitute one agreement.

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

  
\_\_\_\_\_  
AMY A. LEE

LEGEND COMMUNICATIONS OF  
WYOMING, LLC

By: Susan Patrick

Its: Co-Managing Member

LARRY J. AUSTIN, individually and as  
trustee of the Acorn Trust

Agreed and approved:

NGAI INVESTMENTS LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

INTEGRATED CAPITAL ASSOCIATES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

AMERICAN FINANCE STATUTORY TRUST

By: \_\_\_\_\_

Its: \_\_\_\_\_

GLOBAL INTERNET FUNDING LLC

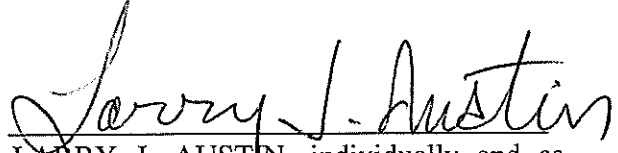
By: \_\_\_\_\_

Its: \_\_\_\_\_

LEGEND COMMUNICATIONS OF  
WYOMING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

  
LARRY J. AUSTIN, individually and as  
trustee of the Acorn Trust

Agreed and approved:

NGAI INVESTMENTS LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

INTEGRATED CAPITAL ASSOCIATES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

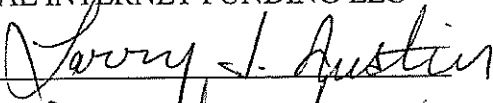
AMERICAN FINANCE STATUTORY TRUST

By: WACHOVIA BANK, NATIONAL ASSOCIATION,  
not individually but solely as its Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

GLOBAL INTERNET FUNDING LLC

By: 

Its: President

LEGEND COMMUNICATIONS OF  
WYOMING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

LARRY J. AUSTIN, individually and as  
trustee of the Acorn Trust

Agreed and approved:

NGAI INVESTMENTS LLC

By: David Trig

Its: CFO

INTEGRATED CAPITAL ASSOCIATES, INC.

By: David Trig

Its: CFO

AMERICAN FINANCE STATUTORY TRUST

By: WACHOVIA BANK, NATIONAL ASSOCIATION,  
not individually but solely as its Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

GLOBAL INTERNET FUNDING LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

LEGEND COMMUNICATIONS OF  
WYOMING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
LARRY J. AUSTIN, individually and as  
trustee of the Acorn Trust

Agreed and approved:

NGAI INVESTMENTS LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

INTEGRATED CAPITAL ASSOCIATES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

AMERICAN FINANCE STATUTORY TRUST

By: WACHOVIA BANK, NATIONAL ASSOCIATION,  
not individually but solely as its Trustee

By: *[Signature]*

Its: Assistant Vice President

GLOBAL INTERNET FUNDING LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_



## **EXHIBIT 1**

### **AMENDED EXHIBIT A**

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2006, between Larry J. Austin, c/o StarWalker Group, 201 N. Union Street, Suite 230, Alexandria, Virginia 22314, individually and as trustee of the Acorn Trust, a trust formed under the laws of the Commonwealth of Virginia ("Assignor") and Legend Communications of Wyoming, LLC, a Wyoming limited liability company ("Assignee").

The undersigned hereby agrees as follows:

1. Effective as of the \_\_\_\_ day of \_\_\_\_\_, 2006 (the "Assignment Date") Assignor hereby sells, transfers, assigns and conveys to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to 100% of the limited liability company membership interest (the "Interest") in Riverboat Acquisition LLC, a Delaware limited liability company (the "Company"), for a purchase price equal to the assumption by Assignee of \$240,000 of the debt of Global Internet Funding, LLC ("Global") to Integrated Capital Associates, Inc. and American Finance Statutory Trust plus interest thereon at the rate of 6% per annum from December 15, 2003, to the date of payment of the debt, such debt not to exceed \$290,000 in the aggregate and payment to be demanded no earlier than December 31, 2007 (the "Assumed Debt").

2. Assignee hereby (i) assumes and agrees to perform, pay, discharge, and be liable for, all of the obligations and liabilities associated with membership in the Company, and (ii) assumes and agrees to be solely liable for the payment of the Assumed Debt; provided, however, that except as to such sum, nothing herein shall be construed so as to impair or decrease the liability of Global for any other amounts of principal or interest, past or future, owed by it to NGAI Investments LLC, Integrated Capital Associates, Inc., or American Finance Statutory Trust.

3. Assignee hereby agrees to be bound by all of the covenants, terms, conditions and provisions of the Operating Agreement of the Company, dated as of February 22, 2001, as amended (the "LLC Agreement"). Assignee acknowledges and agrees that, by executing this Agreement, the covenants, terms, conditions of the LLC Agreement shall apply to the Interest.

4. Assignor hereby represents and warrants to Assignee that since December 15, 2003: (i) there has been no material adverse change in the business operated by the Company and there is no condition, development or contingency of any kind existing or in prospect which, so far as reasonably can be foreseen by Assignor, may result in any such material adverse change; (ii) there has not been any sale, assignments, pledge or transfer of any of the tangible assets used or owned by the Company except in the ordinary course of business consistent with past practice; and (iii) the Interest is free and clear of all liens and encumbrances and Assignor has due authority to transfer the Interest to Assignee pursuant to the Option Agreement, as amended.

5. Assignee hereby represents and warrants to Assignor that it is a limited liability company organized under the laws of the State of Wyoming and that it is acquiring the Interest for its own account for investment purposes and not with a view towards distribution and has no present arrangement or intention to sell the Interest.

6. The parties shall execute and deliver such further assurances, instruments of transfer, documents, certificates and agreements as may be required by the LLC Agreement to transfer the Interest and the obligations and liabilities associated therewith and to complete the transactions contemplated by this Agreement.

7. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LEGEND COMMUNICATIONS OF  
WYOMING, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
LARRY J. AUSTIN, individually and  
as trustee of the Acorn Trust