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7					
8					
9	Attorneys for Emanation Communications Group LC				
10	IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA				
11	LEXAMEGRATION NO. 1.11 1/2 1				
12	LEX VEST LTD, a Nevada limited liability company;	Case no. 2:22-cv-01226-ART-BNW			
13	Plaintiff,				
14	v.	ECG'S OPPOSITION			
15	EMANATION COMMUNICATIONS	TO MOTION TO INTERVENE			
16	GROUP LC, a Utah limited liability company; DOES 1 through 50; and ROE	(ECF No. 11)			
17	ENTITIES 51 through 100, inclusive,				
18	Defendants.				
19					
20					
21	Defendant Emanation Communications Group LC ("ECG") submit this				
22	opposition to the Motion to Intervene (ECF No. 11). For the reasons stated herein, the				
23	motion should be denied.				

	ARGUMENT		
	The factual bases relied upon for intervention are refuted or put in a context		
o	of proper lawful conduct thereby obviating any need for invention. Declaration of		
J	Jennifer Karony, Ex. 1 hereto		
	1. There is no TRO or appointed receiver in the Utah litigation		
	Intervenors' have failed to supplement the record with a correct statement as		
to	o a TRO and appointment of receiver in the Utah litigation. As of September 9,		
2	022 there is no TRO or appointment of receiver in the Utah litigation.		
	In the Utah court, the Intervenors filed a motion captioned MOTION FOR		
I	MMEDIATE APPOINTMENT OF RECEIVER AND FOR A TEMPORARY		
R	RESTRAINING ORDER AND PRELMINARY INJUNCTION on Wednesday,		
A	August 24, 2022. The next day the Utah court entered an ex parte order for TRO		
a	and an ex parte order appointing a receiver.		
	Upon review in a hearing on Monday, August 29, 2022, the Utah court		
concluded that the ex parte order for TRO order and the ex parte order appointing a			
r	receiver were improperly granted. In the hearing, the Utah court vacated the ex		
p	parte order for TRO and the ex parte order appointing a receiver.		
	2. The possession and uses of ECG assets by ECG OPs were for the benefit of the business purposes of ECG		
	There was no improper transfer <sup>1</sup> to of any assets away from the control of		
E	ECG. As known by John Karony since June 2021, to ECG Operations ("ECG		
1 "	Transfer" is defined as: every mode, direct or indirect, absolute or conditional, or voluntary or		

<sup>&</sup>lt;sup>1</sup> "Transfer" is defined as: every mode, direct or indirect, absolute or conditional, or voluntary or involuntary, of disposing of or parting with an asset or an interest in an asset, and includes payment of money, release, lease, and creation of a lien or other encumbrance. Utah Code 25060102 (16).

1	OPs") was and has always remained ECG's hired day-to-day agent <sup>2</sup> to "manage the		
2	research and development, hire employees, lease lab and office space, set up R&D		
3	facilities, perform tests, design, manufacture, ideate, create and complete the		
4	necessary work to develop the Antenna as noted in the PSCA. Costs of competing		
5	this noted work shall be paid to Operations by ECG." Ex. 2 (Management		
5	Agreement). The Antenna project noted in PSCA was the primary Business		
7	Purpose of ECG:		
8	2.3 Business Purpose. The Company is organized to engage in and pursuany legal and lawful business purpose or purposes permitted by the Act		
9	provided, unless the Members otherwise agree as a Major Decision, the business of the Company shall include the following:		
10	(a) Owning, holding, selling, transferring, acquiring, and otherwise		
11	dealing with real or personal and/or intellectual property including but not limited to owning, manufacturing, producing any and all necessary		
12 13	components, parts, pieces, software, operating systems for the Antenna as that is defined and contemplated in the PSCA (Purchase, Sale & Cooperation Agreement") between Attostat (EVOQ) and the Company, (Operating Agreement, section 2.3)		
14	rigicoment, section 2.3)		
15	There is no evidence that any ECG interaction between ECG and its agent ECG OPs		
13	to carry on the Antenna project constituted any improper transfer. In all these ECG-		
16	ECG OPs dealing, neither the assets of ECG nor the John Karony's membership		
17	interest were never disposed of but remained intact in the control of ECT with the		
18	work of ECG's Antenna project moving forward toward manufacturing.		
	As to Lex Vest, there is no evidence that Lex Vest was an insider to ECG or		
19	ECG OPs.		
20			
21	3. ECG or the ECG Corporate Entities have retained use and control of the assets.		
22	As to ECG OPs, acted in all respects under the direction of ECT for the		
23			

<sup>&</sup>lt;sup>2</sup> Operating Agreement, section 5.5, Delegation of Duties.

ongoing business of ECG.

As to date, Lex Vest, has not attempted to dispose of any assets or direct the business of EGC or ECG OPs or directed ECG to do so. Lex Vest has instructed ECG and ECG OPs to continue all ongoing business related to the Antenna project.

Ex. 1, para. 59. Lex Vest has not dissolved ECG or dispersed assets of ECG. To the contrary, Lex Vest has left all corporate entities and physical assets in place for the ongoing operation of ECG and ECG OPs. Ex. 1, para. 60. The retained control of assets by ECG through its agent ECG OPs protects the assets and hence the interests of John Karony. In none of the transactions of Lex Vest has John Karony's 33% ownership in future sales of Antenna products been compromised.

## 4. John Karony has known of and acquiesced to ECG OPs acting as agent for ECG

As to ECG OPs, there was no improper transfer to ECG OPs. Further, John Karony has known of the relationship between ECG and ECG OPs since June 2021. Anything done by ECG OPs was done for and in behalf of ECG in furtherance of the Antenna project. The is no surprise or exigent circumstances related to the ECG entities.

As to Lex Vest, and without additional funding from John Karony, it was incumbent upon ECG to keep the Antenna project alive including seeking further funding. John Karony agreed in June 2021 that seeking funding was a fundamental charge of ECG consistent with its Antenna Business Purpose as expressly provided for in the Operating Agreement.<sup>3</sup> Ex. 1, paras. 48-65.

Intervenors now cry foul for seeking additional loans and funding. However,

<sup>&</sup>lt;sup>3</sup> Operating Agreement sections 2.3 (a), (d); 3.3.3.1; and 3.4.

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if ECG didn't seek funding to continue the Antenna project, a member may charge ECG with some sort of malfeasance or neglect. Here, when seeking to protect the investments of all members, including John's, via ongoing business, John Karony now attempts to distort seeking funding as some improper act. Seeking funding was necessary for the ongoing business of ECG. John Karony neither offered not presented further funding as permitted under the Operating Agreement. That was his choice. ECG rightfully sought and obtained additional monetary resources need for the ongoing viability of ECG. Doing so required no approval or oversight by John Karony. ECG sought to put that funding with Lex Vest in place in a timely way for ongoing business. It was John's interference and threats that caused Lex Vest to seek to protect its investment. The amendments to the loan agreements were precipitated by John's aggressive conduct harmful to the ongoing business of ECG. That the loan was not disclosed to John Karony until mid-July is of no moment compared to the timely need to ensure ongoing business. The timing of the loan as to when John Karony filed his lawsuit was his own making. He had a draft complaint all the way back in May 2022. His delay, tactical or otherwise, is not to be laid at the feet of any other party. (Ex. 1, para. 52) Shortly after the loan was in place, John Karony had full disclosure and complete cooperation from Lex Vest. Without any obligation, Lex Vest shared all documents and information. This is the antithesis of hiding and concealment. Lex Vest was transparent to John Karony regard the loan. As to requests for other information from ECG, ECG and ECG OPs provided John Karony multiple installments of information from December 2021 through July

2022. Declaration of Jennifer Karony, paras. 33-38, 77-84. John Karony knew from 1 his signed Operating Agreement how his investment would be allocated between IP 2 acquisition, operations and salaries of employees, and management compensation. 3 Operating Agreement, section 3.3.1. John Karony has attempted to distract the 4 Court's focus on a few expenditure issues refuted by Jennifer Karony and clarified or 5 being clarified in accounting records. ECG accounting record show that in all 6 material respects ECG has faithfully used and accounted for the investment capital of 7 John Karony. Ex. 1, paras. 70-72, 90-95, 8 John agreed that his investment capital could be spent, he knew it would be 9 spent in the first year and that has happened. He should not be permitted to undo the 10 very plan he agreed to for his 33% profit on future sales. Contract law and equity 11 require him to wait for his return, not try to undo his agreement and grab after assets 12 to kill the business of ECG. 13 5. Intervenors threat to Defendants with suit before and 14 during the transfers is of no moment. 15 That John Karony threatened suit is immaterial to intervening. The seed 16 capital was running out. He knew it. He chose not to step up and provide further 17 funding, all the while interfering with ECG Antenna development and meddling in 18 the intended Gambian market. Ex. 2 to Declaration of Jennifer Karony (Ex. 1) 19 hereto). That he tactically chose to overlap his guised complaints with the period of 20 time in which additional funding was sought was his own making. He claims to have 21 had complaints as early as December 2021, then in February, then in March, April 22 and most of May of 2022. He calculated his movements to coincide with the 23 refunding season and then sprang into legal proceeding as soon as other investment

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was coming in. If he was suffering irreparable harm he should have acted six months ago. His delay belies any irreparable harm and undermines his claims related to threats before and during any purported transfers. 6. Intervenors' aggressive behavior spawned this litigation and has been provided loan information John Karony's aggressive, errant behavior against ECG caused the very issues he now complains about. It is inequitable to allow him to heat a pot to boiling and then complain when it boils over. John Karony scared Lex Vest into trying to safeguard its investment with ECG to refrain from interfering with ECG business including necessary funding. John breached his obligations imposed by the Operating Agreement. He agreed "to refrain from interfering with, devaluing any transaction or property or circumventing the business purposes in which ECG is involved." Operating Agreement, 5.10. He interfered, his conduct threatened value of the ECG business plans and he sought to circumvent ECG. John's conduct worried both ECG and Lex Vest. His behavior provoked the changes he now argues are attempts to conceal and hide. Then upon his request, Lex Vest was entirely open to all information requests. 7. There is no evidence of any pending or threatened disposition of ECG and the ECG Corporate Entities' assets. John Karony's assertion that his interests are subject to disposition is misleading. His bargained for agreement .. The record clearly reveals that John's investment was a minority investment. He acknowledged that when agreeing in the Operating Agreement that both he and Jennifer brought important capital to the table. For years, Jennifer and Brad had been forging relations and markets in The Gambia.

Ex. 2 to Declaration of Jennifer Karony (Ex. 1 hereto). These efforts spanned years

before any monetary investment of John Karony. He agreed that Jennifer's capital contribution was worth more than his contribution by giving her a controlling share of membership interest. The current, driving assets of ECG remain in the ready Gambia market, the team of scientists and engineers ECG has assembled and in the proprietary nature of the technology now present in the currently developed products and manufacturing processes of the Antenna project. Ex. 1, para. 61. These developed assets were the deliverable of the investment capital and are what will take ECG forward in continuing business. These assets remain by instruction of Lex Vest in the ECG entities to proceed to achieve the success of the Antenna project. Ex. 1, para. 61. John knew that his initial capital investment would be transformed in market, personnel and product assets, all of which remain available, but for John's conduct which is now delaying market entry, causing key personnel to leave and disrupt manufacturing processes.

# 8. The assets of ECG are not concealed, their whereabouts are known, and they have been not been improperly moved away from continuing ECG business

Intervenors assertions that assets are gone or threatened is erroneous. Not one asset owned by or traceable to ECG has been removed from ECG's office and labs. All equipment and supplies remain. Ex. 1, para. 60. All records remain. There is no guess as to the whereabouts of assets. There is no evidence that any intangibles are beyond the reach and/or use of ECG, including all IP needed to continue manufacturing Antenna products.

9. The funds "loaned" by Lex Vest were used exclusively for the business purposes of ECG.

1 Intervenors' allegation that the loan money did not go to ECG is misleading. 2 It implies that no loan money was applied to the ongoing business purposes of ECG 3 but simply went back to Lex Vest. This is erroneous. In fact, the Lex Vest loan 4 money was applied directly to the ongoing business purposes of ECG. 5 As the seed capital of ECG was nearing its end in the spring of 2022, ECG 6 needed additional funding. By this time relations with John Karony were so 7 estranged that ECG determined it was better to seek addition funding from other 8 sources. In April 2022, ECG had discussions with Lex Vest about providing further funding by early June 2022. Based on the expressed intent of parties, ECG was 10 confident that additional funding would be forthcoming from or through Lex Vest, 11 including a hard money bridge loan of \$1,000,000 to keep ECG and ECG OPs in 12 operation for a number of months during which Lex Vest would assist ECG in 13 putting further funding in place for ECG's ongoing antenna project. Ex. 1, para. 50. 14 Whereas ECG employed ECG OPs as ECG's agent to conduct all day-to-day 15 efforts in furtherance of ECG's business purposes, as permitted by the Operating 16 Agreement, ECG directed Lex Vest to deposit loan funds directly to ECG's agent, 17 namely ECG OPs. The loan money was received by ECG OPs. The loan money 18 received by ECG OPs was promptly used exclusively for the business purposes of 19 ECG. None of the loan money transferred to ECG's agent ECG OPs was returned to 20 Lex Vest through any mechanism. As such, Lex Vest provided loan money for ECG 21 business purposes and operations and that loan money was used only for that 22 purpose. Any deposits to ECG OPs accounts were for the purpose of fulfilling the 23 Antenna Business Purpose. Ex. 1, para. 51.

#### 10. ECG is no insolvent

Intervenors' allegation of insolvency is misleading. ECG's books showed low balances because operating capital was with ECG OPs. This procedure was in place of June 2021. Operating capital available for and used exclusively for ECG's Antenna Project only diminished as the first year proceeded. This was contemplated and expected by all parties from the beginning.

This argument also presumes that when seed capital is used up, the company is deemed insolvent. This presumption is unfair and inaccurate under the circumstances. This was contemplated in and provided for in the Operating agreement. John Karony bargained for future return on investment. He knew his seed capital would be used upon the first year and that subsequent funding would be needed for ongoing business. He knowingly took that risk in exchange for the potential profit of 33% of future, global sales without his being required to invest one more penny. It is inequitable to permit John Karony to have the upside to 33% of future, global sales and now foist the status of insolvency upon ECG when he knew this day could come.

There is no credible evidence that ECG is millions of dollars in debt. All properly reconciled accounting records of ECG reveal no such debts.

#### 11. Jennifer Karony did not embezzle ECG funds

Any purported diversion of funds or improper dividends or compensation to Jennifer Karony were clerical accounting errors now corrected or being correcte, comprised part of her compensation or were related to company business operations in her home. Declaration of Jennifer Karony, paras. 90-98.

#### 12. ECG adequately represents Intervenors' interest.

The only interests that Intervenors can legitimately claim are governed by the Operating Agreement. In this regard, the member interest of John Karony is aligned with the member interest of Jennifer Karony. It has been and remains ECG's purpose and effort to maximize the value of those membership interests. ECG has done so and has no motivation not to do so. ECG is committed to continue to do sp. This requires no supervision and no direction from minority member John Karony. That is, each interest asserted by Intervenors is adequately represented by ECG.

#### **Under these circumstances there is no need for intervention**

The issues before this court are directed to the loan agreement between ECG and Lex Vest to which Intervenors are not a party. There has been no proceeding in this court that threatens the status quo and protection of Intervenors' interests.

Intervenors' interest are adequately represented by ECG.

ECG has in place adequate accounting systems and third-party accounts and tax adviser to keep, prepare, correct if needed, and maintain proper records. This information is made available to John Karony, including open access provided to him to all financial documents ECG for his forensic specialist at ECG's offices this Friday, September 9, 2022.

With ECG's ongoing ability to use technology needed to refine manufacturing processes, ECG has all the technology its needs to continue to move the Antenna project to monetization in ready market. This benefits and continues to safeguard the value of the ECG assets. Neither intervention, abstention or stay adds

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1	additional any material safeguards to the protection of John Karony's interests		
2	already asserted in the Utah litigation.		
3	The motion to intervene should be denied	l.	
4	Dated this 9th day of September 2022.		
5		DUREN IP	
6		/s/ Todd E Zangan	
7		/s/ Todd E. Zenger_	
8		Todd E. Zenger Duren IP, PC	
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1 **CERTIFICATE OF SERVICE** 2 I certify that the foregoing paper was filed using the Court CMF electronic filing 3 system this 9<sup>th</sup> day of September 2022, thereby causing service upon the following: 4 Adam R. Knecht 5 Jessica Renneker Lex Tecnica LTD 6 10161 Park Run Drive Suite 150 7 Las Vegas, NV 89144 702-241-8585 8 Email: adam@lextecnica.com Email: jess@lextechnica.com 9 10 Michael R. Kealy Ashley Christine Nikkel 11 Parsons Behle & Latimer 50 W. Liberty Street, Suite 750 12 Reno, NV 89501 775-323-1601 13 Fax: 775-348-7250 Email: mkealy@parsonsbehle.com 14 Email: anikkel@parsonsbehle.com 15 /s/ Todd E. Zenger 16 17 18 19 20 21 22 23

## EXHIBIT 1

Todd E. Zenger (5238) DUREN IP 610 E. South Temple Street, Suite 300 Salt Lake City, Utah 84102 Telephone: 801-869-8535

Attorneys for Defendants Jennifer Karony, Emanation Communications Group, LC and Bradford Karony

### IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY, UTAH

BRADEN JOHN KARONY; RONIN ENERGY GROUP, LC; RONIN REAL ESTATE HOLDINGS, LC,

Plaintiffs,

VS.

JENNIFER KARONY, EMANATION COMMUNICATIONS GROUP, LC; ECG OPERATIONS GROUP, LC; ECG IP HOLDINGS LC; EMANATION ENERGY GROUP, LC; LEX VEST, LTD; LEX VEST ECG, LLC; SAMUEL CASTOR; NATHAN MORRIS; ADAM KNECHT; BRADFORD KARONY; and JOHN DOES 1-10,

Defendants.

DECLARATION OF JENNIFER KARONY

Civil No. 220700635

Hon. Michael D. Direda

Tier 3

The declarant, Jennifer Karony, states as follows:

- 1. I am a citizen of the United States. I am over 21 years of age.
- 2. I make these statement from my own personal knowledge.
- 3. I am the managing member of Emanation Communications Group LC

("ECG").

- 4. I am a the managing member of ECG Operations LC ("ECG Ops") with Bradford Karony.
- 5. I have first-hand knowledge of all material business operations, finances, records, assets, liabilities, property and expenses of ECG and ECGO.
- 6. I am a former Central Intelligence Agency Officer with a TS SCI Full-scope Polygraph residing in the State of Utah. I am the mother of Braden John Karony, Plaintiff ("John Karony" or "John").
- 7. Bradford Karony a retired Central Intelligence Operation's Officer, Marine Corp Officer, Honorably discharged, who currently holds TS/Sci Full-scope Polygraph. He is the father of John Karony.
- 8. My CV and the CV of Bradford Karony are attached. Ex. 1.
- 9. I have studied the factual allegations of Plaintiff's motion for temporary restraining order and for appointment of receivership. Many material facts are incorrect, false and/or misleading.

### STATEMENTS OF FACT IN RESPONSE TO PLAINTIFF'S MOTION PAPERS AND VERIFIED COMPLAINT

#### RELEVANT BACKGROUND

10. Since at least as early as 2012, a third-party, LTG, occupied portions of 190 N. Cutler Dr., Suite D, North Salt Lake, UT 84054 ("Suite D") including its personnel, equipment, lasers, machinery, office supplies, lab supplies, computers, inventory and personal property ("LTG"). LTG is under the direction of William Niedermeyer.

- 11. As early as 2018, years before John Karony made any capital contribution to ECG, Brad and Jennifer Karony began establishing valuable government and business relations and market opportunities to develop and grow telecommunication technology and infrastructure in The Republic of Gambia located in West Africa.
- 12. Those efforts have matured into valuable relationships, invitations, approvals and licenses to do business in the Gambia. Ex. 2.
- 13. In June 2021, ECG and ECG Ops were established. The intended purpose of the new company was to develop a superior antenna. Markets were to be determined by me as the Managing Member beginning with my business contacts and opportunities in The Gambia. It was agreed that I would be responsible for day-to-day operations.
- 14. ECG and ECG Ops moved into portions of Suite D in or about October/November 2021.
- 15. LTG and LTG property remained and to date remains in the same Suite D independent of ECG and ECG Ops. While the third party has consulted for ECG and ECG Ops as an independent scientific contractor, neither ECG nor ECG Ops has any title or possessory control or interest in LTG or in LTG property. This has been observed by and known to John Karony since June 2021.
- 16. Since the granting of the TRO and appointment of a receiver in this case,

  LTG has inventoried and documented its property to identify assets not
  traceable to ECG or ECG Ops. ECG and ECG Ops have informed the

Receiver of this inventory and provided the Receiver with the name and contact information of third-party LTG representative, William Niedermeyer.

### ESTABLISHMENT OF ECG AND ECG OPS AND JOHN KARONY'S INVESTMENT UNDER THE OPERATING AGREEMENT

- 17. Prior to June 2021, having learned of the strategic plans to be carried out by ECG business, John Karony manifest his desire to diversify his personal wealth out of crypto currency into a solid asset. He to provide a capital investment to ECG in exchange for 33.3% profits from future sale of antenna technology developed from patented technology and sold in the global market. John to invest and wait for his return. He requested none and the Operating Agreement called for no hard collateral to be provided to any member for any investment or that return on invest would begin after one year.
- 18. John Karony did not object to the formation of ECG and ECG Ops.
- 19. John Karony has never objected to ECG and ECG Ops sharing Suite D with a LTG.
- 20. John Karony is a member of ECG.
- 21. John Karony signed the Operating Agreement of ECG. In doing so he expressly acknowledged that the business purpose of ECG was to, among other things, (i) own, hold, transfer, acquire and otherwise deal with intellectual property for use in connection with antenna products for telecommunications, and (ii) apply for and acquire financing, grants, and

- funding for ECG and its operations, including from lenders. Operating Agreement sections 2.3 (a), (d); 3.3.3.1; and 3.4.
- 22. ECG has a management agreement with ECG Ops for day to day operations.

  ECC hired ECG Ops as its agent to manufacture, produce hardware,
  software, and operating systems for antenna technology. Operating

  Agreement sections 2.2; 2.3 (a) and (b); 5.5; and 5.11. EGC Ops has
  developed revolutionary antenna technology product using technology of
  patent licenses acquired by ECG.
- 23. Part of ECG's strategic business plan is to monetize the revolutionary antenna product produced by ECG Ops in global markets, including through the government and business relations and business opportunities in The Gambia.
- 24. In Article 3 of the Operating Agreement for ECG, John Karony expressly acknowledges that Jennifer Karony contributed services, expertise, experience, and consulting to ECG including connections and contracts for various antenna networks, systems with government, PPP's and other contracts for the antenna use globally. Operating Agreement, *Initial Contributions*, and section 3.3.3.
- 25. Based upon member contributions, members were given ownership percentages. For member contributions, John Karony expressly agreed that Jennifer Karony would 50.66% membership/ownership interest and he, John Karony, would receive 33.34% membership/ownership interest. Operating Agreement section 1.2.

- 26. In section 5.1, John Karony expressly agreed that the consensus of a voting interest equal to more than 50% of the members interest shall have power or authority to bind ECG. John Karony thereby agreed that Jennifer Karony had the power and authority to bind ECG.
- 27. John knew as early as the June 2021 Operating Agreement exactly how his investment capital would be spent, namely (i) \$1,500,000 for the purchase of the 6 Nano Technology Patents from Attostat (f.k.a.) EVOQ, Inc., under the Purchase, Sale and Cooperation Agreement ("PSCA") dated on or about June 10, 2021; (ii) \$1,500,000-\$2,500,000 for research and development, equipment, facilities, research team members, research costs and expenses, prototyping, for the construction, testing, manufacturing, intellectual property protection of the Antenna and/or its components as contemplated under the PSCA; and (iii) \$1,000,000 for salaries/compensation for employees. Operating Agreement, section 3.3.1.
- 28. John delayed funding the initial purchase of the Patent License from EVOQ Nano by a month, thereby jeopardizing that purchase. He later delayed and attempted to extort additional percentages of ownership control before funding as required by development needs and schedule laid out by our scientist consultant. Ultimately, John fully satisfied his capital funding commitment by paying at least \$5,000,000 in March 2022.
- 29. John Karony has not made capital contributions in any amount over \$5,000,000.
- 30. During certain times after making his investment, John demanded payment of utilities and other personal expenses to be imposed on ECG funds to satisfy his outstanding personal bills in the amount in excess of \$50,000.

- 31. All members of ECG had discussed and realized that monetary contributions of John Karony ("Seed Capital") would only carry the ECG entities through its first year of operations. That is, the monetary contribution of John Karony was to get ECG and its operations up and running and carry it through its first year and that all members would wait for return-on-invests from then future sales.
- 32. John Karony had agreed that the capital contributions of the members shall be returned to them to the extent provided at the end of the term of the Company or upon earlier dissolution and termination of the Company. He agreed that he would have no right to demand the return of his capital contribution at an earlier date and that he would have no right to demand and receive property other than cash in return for its capital contribution. Operating Agreement, section 3.6.

  INFORMATION AND OPPORTUNITIES PROVIDED TO JOHN KARONY
- 33. ECG determined that John Karony created too many regulatory risks and that due to lawsuits filed against him and his company, ECG was uncomfortable accepting any more capital investments from him.
- 34. ECG hosted John Karony every month through March of 2022 as his location allowed. He traveled between the UK and Utah regularly.
- 35. During ECG's annual member meeting in Dec of 2021, ECG provided him a full accounting of financial transactions in hard copy and digital form for review. Additionally, ECG provided him with picture inventory of all major acquired lab equipment. ECG's third-party scientific consultant, William Niedermeyer of LTG, provided in depth briefings on requirements and schedules of additional testing, equipment, and pathways to the antenna product development success. At the December meeting, John Karony was also provided

- copies of the licenses purchased with his capital investment money. ECG also provided him with the schedule spend plan at this meeting and justification was provided by our scientific consultant. At that time John Karony raised no objections to expenditures of capital investment.
- 36. In December 2021, intellectual property was shown and provided to John related to hydrophobic and hydrophilic technology developed at the request of John. This diversion of time and attention was done when ongoing work on the antenna project was of priority.
- 37. Through February 2002, planned testing, and estimates (schedules subject to supply chain delays and funding delay by John Karony) were provided by me as ECG's Managing Member and ECG scientific consultant along with ECG counsel. John took pictures of the data presented on the conference room white board. At his insistence, the ECG entities held an additional meeting in March, even though it impacted important testing schedules which John was made aware of in correspondence from me.
- 38. During the last months, upon his request, business records of ECG and ECG Ops have been provided to him and his representatives for review and inspection to verify the uses of capital contributions.

### CONDUCT OF JOHN KARONY HARMGUL TO THE BUSINESS PURPOSES OF ECG

- 39. After June 2021, John has been disclosing more information about developing technology of ECG for the benefit of his crypto currency business Safe Moon.
- 40. John demanded receipts of ECG Op's related to technology expenses so he could make claims on Social Media and SafeMoon's website about the technology

- being developed through his personal investment. He was counseled not to do so because of potential adverse effects on pending and future patents and other intellectual property. He proceeded contrary to the wishes of the ECG entities.
- 41. In section 5.10 of the Operating Agreement, John Karony agreed to refrain from interfering with, devaluing any transaction or property or circumventing the business purposes in which ECG is involved.
- 42. Nevertheless, in March 2022, facing a deadline to create value and seeking a solution promised on Social Media by John to show progress for his cryptocurrency's on or before their one year anniversary, John reached out to and received an invitation from our business partners in The Gambia. Their partners respectively are dual US and Gambian citizen, His Excellency Ambassador at-large Sankung Jawara and Pa Alieu Jawara, dual UK and Gambian citizen, who works with The Gambia's National Police Force as head of Anti-corruption, and the Serious Crimes divisions. He is also appointed as Interpol's representative in country. The project in question was the opportunity for John to invest in a proposed reinstatement of the country's defunct Agricultural bank. The intention of the bank project was to help restore food security for the country. The bank was a proposed Public Private Partnership that would be overseen by the country's Governor of the Central Bank and Ministry of Finance which would supply matching funds and personnel with approved investor(s). A brick and mortar bank would be immeasurably beneficial to John's cryptocurrency company SafeMoon as it would allow crypto to be exchanged into fiat currency. John

had failed to acquire this ability previously. It would be unique in the current field of "Hype Coins".) To that extent, John was extended the courtesy of an invitation based on being our son. This invitation was also a logical evolution based upon an earlier trip that occurred to The Gambia in June of 2021 in which me and my partners Sankung and Pa Alieu, hosted John on a fact finding mission and arranged for him to appear before relevant government and commercial bodies. Of additional note, though John presented varying projects in PowerPoint and verbal interactions, no formal business plans were exchanged nor agreements signed with John in country through March 2022. The March 2022 invitation was also only extended to him based on his assertion to Sankung that I was preventing him from continuing his business efforts in country because of personal/familial conflicts. In fact, my concerns were based on the declining reputation of John and his current business practices along with questions about the source of his investment income that could hurt The Gambia's fledging but promising entrance onto the world stage as a new democracy. John knew of my concerns, but asked to be hosted anyways. Sankung and Pa Alieu, giving John the benefit of the doubt, and in hopes of creating a reconciliation opportunity between mother and son, agreed to allow him to present his business plan and agreed with the request that they would attempt to persuade me to move forward if John's business proposal was in the best interest of all parties. Importantly though, in these two separate March visits, it was requested that John provide a formal business plan and

relevant and necessary paperwork that had been missing previously in order to move any projects forward, particularly for the 2nd trip. Instead at the conclusion of the last trip, John with John's counsel present, offered Sankung and Pa an upfront payment \$350,000 to cut Jennifer out of the transaction stating if they truly wanted to do business and having no contractual obligation to me, why would they insist on continuing to do business with me and not John. Sankung and Pa Alieu refused. John then expressed a belief that Sankung and Pa Alieu were misrepresenting the process of approval for the proposed Bank and offered them payments of up to \$4.5 Million dollars to be paid out over time, with the understanding that Jennifer was again removed from consideration. Sankung and Pa Alieu refused again not only because of the proposed circumvention of the business partnership with me, but also John's assertion that there was a way to circumvent the legal and Parliamentary procedures required for John's desired Bank project. They stated again that they had no desire and would not support any path for an expedited schedule in circumventing legal and Parliamentary procedures with the government. And that they would not proceed with any project where Brad and I were not included. John's reaction was to improperly transport business assets and property, to include personal property belonging to His Excellency Sankung Jawara, across international borders of The Gambia. Important government officials were made aware of John's behavior including the Inspector General Abdoulie Sanyang of the Gambia Police Force (IGP). Mr Sanyang, who is also a

Barrister at Law and a Law graduate of the University of the Gambia, was appropriately horrified by John's actions. Under the current circumstances, John Karony's repeated, misguided conduct is a liability to the ongoing viability and success of ECG and its antenna market in The Gambia. Jennifer and Bradford Karony and their Partners Sankung and Pa Alieu Jawara have completed the process in early 2022 that began officially in December of 2019, to become an Internet Service Provider approved by their Public Utility and Regulatory body (PURA) and approved by The Information, Communication, and Technology Ministry (ICT) in country. The ISP Market in country is the backbone of The Gambia's United Nations (UN) National Development Plan (NDP) and has the support of government and commercial entities alike. Time is of the essence for the delivery of the Antenna technology. I established this separate, but important opportunity to further benefit John Karony's important and appreciated investment in ECG.

- 43. Further, John Karony traveled to the Gambia on at least two known occasions seeking to circumvent the strategic business plans of the ECG entities with the business connections established by me and Bradford Karony.
- 44. John Karony repeatedly published statements in social media putting ECG investment at risk and potentially subjecting future patents to validity challenges based on prior art. To prevent additional unauthorized disclosures about the technology being developed at the lab, John Karony was restricted to information authorized in the Operating Agreement.

- 45. John began calling the labs of ECG and ECG Ops DarkMoon and Area 32. I, Jennifer, repeatedly counseled and hosted John for months, explaining the risk to his personal investment and company by continuing to disparagingly refer to the labs as DarkMoon and Area 32. ECG wanted no such taint to be associated with such designation.
- 46. About this, he informed the ECG entities of continued death threats to himself his family members, to include the Managing member of ECG, and new lawsuits being filed against SafeMoon.
- 47. Per ECG Operations Agreement and in the hopes of mitigating additional harm and our members irreconcilable differences, ECG exercised its right to a buy out on August 5, 2022. He refuses to discuss a money pay-back/buyout of his membership interest as permitted by the Operating Agreement, section 8.10.

#### DISCUSSION AND LOAN WITH LEX VEST

- 48. Due to John Karony's harmful conduct including circumvention attempts contrary to the best interests of ECG and future business in Gambia, it was determined that ECG should seek alternative, continued funding.
- 49. As permitted by the Operating Agreement ECG, ECG sought and received a temporary Loan from Lex Vest near the conclusion of the first year of operations as the duration of the Seed Capital neared its end.
- 50. As the seed capital of ECG was nearing its end in the spring of 2022, ECG needed additional funding. By this time relations with John Karony were so estranged that ECG determined it was better to seek addition funding from other sources. In April 2022, ECG first had discussions with Lex Vest about

- providing further funding by early June 2022. Based on the expressed intent of parties, ECG was confident that additional funding would be forthcoming from or through Lex Vest, including a hard money bridge loan of \$1,000,000 to keep ECG and ECG Ops in operation for a number of months during which Lex Vest would assist ECG in putting further funding in place for ECG's ongoing antenna project.
- efforts in furtherance of ECG's business purposes, as permitted by the
  Operating Agreement, ECG directed Lex Vest to transfer the funds directly
  to ECG's agent, namely ECG Ops. The loan money was received by ECG
  Ops, albeit three weeks later than ECG anticipated. The loan money
  received by ECG Ops was promptly used exclusively for the business
  purposes of ECG. None of the loan money transferred to ECG's agent ECG
  Ops was returned to Lex Vest through any mechanism. As such, Lex Vest
  provided loan money for ECG business purposes and operations and that
  loan money was used only for that purpose. The transfers to ECG OPs
  accounts were for the purpose of fulfilling the Antenna Business Purpose.
- 52. As to Lex Vest, without hope of additional funding from John Karony, it was incumbent upon ECG to keep the Antenna project alive including seeking further funding. Seeking funding was a fundamental charge of ECG consistent with its Antenna Business Purpose and expressly provided for in the Operating Agreement. Seeking funding was necessary for the ongoing business of ECG. John Karony refused to participate in further funding

consistent with the Operating Order. Therefore, ECG rightfully sought and obtained funding. Doing so required no approval or oversight by John Karony. ECG sought to put that funding with Lex Vest in place in a timely way for ongoing business. It was John's interference and threats that caused Lex Vest to seek to protect its investment. The amendments to the loan agreements were precipitated by John's aggressive conduct harmful to the ongoing business of ECG.

- 53. Lex Vest is a reliable investment company.
- 54. The loan from Lex Vest was intended to provide \$1,000,000 in capital investment to be paid out over three to four months to continue manufacturing refinements until further funding can be put in place.
- 55. Neither ECG nor ECG Ops conspired with Lex Vest to deprive or divest John his investment. The terms of the ECG Operating Agreement remain in full force to provide him a 33.3% personal profit from future sales of the antenna products.
- 56. However, upon learning of John Karony's propensity to interfere in business relations, Lex Vest required a loan term giving Lex Vest an option to act against ECG assets should John Karony file suit against ECG attempting to interfere with assets needed by ECG to conduct ongoing business.
- 57. The ECG entities had met all material milestone of product development. ECG is not in material default of its loan obligations with Lex Vest. However, due to the filing of this action Lex Vest has acted on remedies conditioned upon John Karony's filing of this action no. 220700635, and now with a receiver in place in

- place product milestones are delayed and business opportunities are being lost or delayed.
- 58. ECG has appropriate level of debt for the research and development stage of development for the antenna. ECG has made progress for the completion of the antenna months and years ahead of the schedule laid out in the initial signed PSCA with EVOQ Nano dated June 9, 2021, for a projected time-line of five years
- 59. Lex Vest has instructed ECG and ECG OPs to continue all ongoing business related to the Antenna project. Lex Vest has left all corporate entities and physical assets in place for the ongoing operation of ECG and ECG OPs.
- 60. Not one asset owned by or traceable to ECG has been removed from ECG's office and labs. All equipment and supplies remain.
- 61. The current, driving assets of ECG remain in the ready Gambia market, the team of scientists and engineers ECG has assembled and in the proprietary nature of the technology now present in the current manufacturing processes of the Antenna project.

  These developed assets are what will take ECG forward in continuing business. These assets remain by instruction of Lex Vest to proceed to achieve the success of the Antenna project.
- 62. All material assets needed for the ongoing success of ECG and its antenna project are secure from any immediate danger of dissipation. Any transfers of assets have occurred consistent with the Operating Agreement and according to the fully disclosed terms of the loan from Lex Vest.
- 63. Some months ago, John Karony began threatening to sue the ECG entities and the members, all of whom were working to monetize market opportunities

- which would provide a return on investment for all stakeholders. John Karony stated that he had no intention of further investing. He claims that the Operating Agreement does not govern his conduct. He demands to take over the ECG companies contrary to sections 3 and 8 of the Operating Agreement giving him return of his capital investment only.
- 64. The loan from Lex Vest is designed to maintain the ongoing business operations of the ECG entities until further capital investment can be infused into the ECG entities.
- 65. Lex Vest has neither disposed of, dissipated, nor liquidated any asset of the ECG entities necessary for ongoing viability and product and market development.
- 66. It was expedient that certain assets and funds of ECG be safeguarded. Therefore, they were assigned to ECG Ops through a management agreement to protect patents and IP from lawsuits and potential accident claims against ECG. This action was a discretionary power exercised by ECG's managing member not require John's approval and not as a device to misappropriate funds. The Management Agreement was not used to divert funds, but rather to protect and insulate capital investment of all members from claims against capital investment arising from patent or injury claims. John Karony has long known of this asset protection arrangement and has relied upon it in his own company structure of SafeMoon and when working with ECG Ops on his business related to his Wind Turbine project in December 2021.
- 67. ECG and ECG Ops have recorded and accounted for all spending in QuickBooks. The ECG entities contract with third-party Bookkeepers and Accountants to maintain their business records.

#### JENNIFER KARONY HAS NEVER ABSCONDED

68. I have never absconded or hidden herself. I have remained present and in the office consistently from June 2021 to the present. While I have left the office for some days from time-to-time for personal matters, I have been regularly available at the office in person and by telephone. Even when out of the office she or traveling, I have been available by phone and through ECG personnel.

#### DELAY IN FILING TAXES

69. The tax accounting and lawyer market has an extreme shortage. Requests of the ECG entities to expedite preparation of tax documents has been met with delays because tax professionals are short-handed. As a result, preparation of taxes has been delayed by lack of professional with the needed expertise.

#### THE GARY HOME AND OTHER REAL PROPERTY

The Gary Home was purchased by me and Bradford with a mortgage obtained through a legal lender. John Karony requested to diversify his crypto currency investments with a personal investment, but was unable to obtain the credit.

Bradford and I negotiated favorable terms with lender and looked into assigning the Gary House into a portfolio of real estate with John Karony. Due to the mortgage requirement, the Title company, Steed Title, was not able to assign any ownership to John or his company. Because of John's conduct, Bradford and I were named in death threats due to John's high profile. Because Bradford Karony is a retired Federal Peace officer, Davis County's laws allowed for the home Deed in my and Bradford's names to remain hidden from the public. The lenders offered John similar terms of a promissory note with 12% interest as his other real estate investments at the time. John did not respond to both verbal and

written offers to resolve the issue. Johns' investment was only 20% of the purchase price of the home in question. In connection with this, a Promissory note was offered and was to be offset when John demanded payment of personal expenses to satisfy his outstanding bills in the amount in excess of \$50,000. An ECG invoice was provided to John outlining those expenses incurred by ECG for his personal affairs. Again, all this funding was understood to be John's own personal wealth he wished to invest.

71. In a separate transaction and in an effort to continue to diversify, John asked me and Bradford to assist in his acquiring more properties for his own personal portfolio under the name of Ronin Real Estate. I helped find and arrange the cash purchase of a home in Overland Park, Kansas. This was started in July of 2021 and purchased September 2021. After the successful completion of that transaction, John expressed his desire for a smaller investment into an additional property. However lacking the credit to purchase a home with a mortgage in his own name, he asked to take part in our purchase of the Gary home. This was not a ECG purchase, but could, for tax purposes, be leased back to ECG Operations and served as a Antenna testing site and also and housed visitors to the lab.

#### **ACCOUNTING DISCREPANCIES**

72. We recently discovered first that a third-party bookkeeper had acted improperly and that a second temporary bookkeeper who lacked the experience to correct miscategorized entries of some certain assets in company books, including John's initial investment used to purchase patent rights. Both bookkeepers were terminated and removed from their roles and new forensic accounts are in the

process of correcting bookkeeping errors and associated accounting errors, if any.

#### ECG ENERGY AND WIND TURBINE TECHNOLOGY

- 73. Plaintiffs allege that neither ECG nor any of the ECG SPEs have ever provided John Karony with a signed security agreement in any property. This is categorically false. ECG Energy was created at the same time as ECG IP and was specifically established to be used for Ronin's wind turbine project. John was given a license to the wind turbine technology and the technology of a pending patent developed during December 2021. Despite repeated requests from ECG for a business plan and budget, John never prepared. John did not provide a business plan or a business proposal for the wind turbine to continue so there were no additional records to provide for these entities. John and Ronin later walked away from this entity and discontinued using it by January 2022.
- 74. Plaintiffs allege that Ronin's \$150,000 investment yielded no deliverables or license. These allegations are false. By December 2021, all the required research and technology was delivered to John for Ronin. This also included all the technology disclosed in a pending patent application. These deliverables were delivered. John and Ronin were invited in early January 2022 to capitalize on their technology license by providing a business proposal and budget for additional work.
- 75. The reason the Ronin wind turbine project fell flat was because John prepared no business plan or further budget. He dropped it. It was about this time that John traveled to Gambia in violation of the signed ECG Operating Agreement to

circumvent me and my relationships there, hampering and ultimately ending any bid by John or any other entities held solely by him or associated with him or SafeMoon to conduct business In Gambia due to his bad conduct in country. His excellency Sankung Jawara Ambassador at-large and Pa Alieu Jawara, Interpol representative and Police Officer in charge of Major Crimes and Anti-Corruption have raised serious concerns about John's unprofessional and unethical conduct. That is when John improperly removed a vehicle from Gambia country by bribing his way across borders instead of filing proper paperwork and leaving in accordance with international law and regulations.

76. Furthermore, John signed an agreement between Ronin Energy and ECG
Operations because he also followed the model of separating operations from the
other companies holding IP. John did not provide a signed agreement for the
project even though he rushed and unilaterally imposed compressed timelines on
the project. John threatened to withhold further funding under the Operating
Agreement for the antenna project if the ECG entities did not take on this new
project outside the scope of our antenna work. He needed content and hard
products for his self-imposed deadline by the new year of a product for
SafeMoon hype. The only out he gave us was to use legal recourse for
additional funding. Under the circumstances, the ECG entities compelled to
cooperate as dictated by John with the hope that conflict between us could be
deescalated.

#### ACCESS TO ECG RECORDS

77. Plaintiffs allege ECG did not provide adequate access to company records. This

is not true. ECG repeatedly provided access to ECG records. The Operating Agreement provides: "the Member supplying the information shall not be required to devote an unreasonable time or incur any unreimbursed expense in connection with supplying such information." It was repeatedly explained to John that due to our micro-staffing and the pressing demands of our antenna development, that quarterly meetings after accounts had a chance to be reviewed and reconciled were all that were reasonable. Again John threated ECG in order to get additional information from us. Due to his social media comments, it became apparent the John was not interested in the content of the financial documents, but was looking for opportunities take pictures of the lab to substantiate his published claims of "owning" our labs which he called Area 32 or DarkMoon. As of August 27, 2022 John continues to makes false claims to include his reasons for discontinuing his work in West Africa blaming supply chain problems. On August 22, 2022 on Grit Daily, he stated "fundraising aspects of the work I initially encountered in West Africa weren't structured and managed in a way I could align with or support." First this publication could be seen as a insinuation that The Gambia was not conducting itself in a transparent and legal manner. John's association with me in this regard was alarming and damaging. And second, it is absolutely false, as ECG's first sale and deployment of the antenna is taking place to The Gambia. This is a direct hit against ECG's Business Purpose and his own investment and interests. A scenario that I continue to try to prevent..

78. For example, when John emailed on February 15, 2022 seeking documentation related to ECG, all ECG information he requested was provided. In the email,

- John also made reference to incomplete records, expenses, dividends and loans. All these issues were disclosed and discussed with John in a follow-up, 4-hour meeting.
- 79. John's March 3, 2022 email requesting more data again caused many hours to be diverted from antenna development. However, ECG complied.
- 80. John's March 16, 2002 visit to ECG is misrepresented. Under the pressures of threats from John, and causing further diversion from ongoing antenna development, John coerced his way into an ECG visit under a guise of document inspection. John was allowed to inspect all documentation he requested by he was also provided an update from ECG's consultant, LTG, as to the status of antenna product development. ECG did not permit John to keep copies or images due to his ongoing social media and website posting concerns. I reaffirmed that the company's operational and financial information was confidential and should not be shared with any person not a member of ECG and the potential compromise of investment and potential patent rights. The only limitations on John's ability to traverse the premises of ECG was required by OSHA regulation and safety requirement. Nothing was withheld from John at that visit.
- 81. During the March 3, 2022, I did not state that additional people had been made member of ECG.
- 82. As to the May 4, 2022 demand for information, ECG requested that such production be done under a nondisclosure agreement (NDA). John provided a draft NDA. Due to its terms, the NDA was not acceptable to ECG counsel. In a

- May 27, 2022 follow-up telephone call it was explained to John that due to limited ECG's limited administrative staff caused by the pressures of product development and the transitioning over to new accounting firm due to failure of previous accountant to complete tasks, ECG's new accounting firm would need additional time some six weeks (mid-July) to reconcile and work on ECG books.
- 83. On May 31, 2002, counsel for Plaintiffs send a draft complaint to ECG. In response a June 10, 2022 further inspection meeting was scheduled. In preparation another deficient NDA was proposed. ECG again explained the need for a review of accounting records by the new accounting firm and requested that the inspection wait until July for the needed accounting work. John refused and pressed for June 10, 2022. Ultimately, an inspection conference was held at ECG offices conducted by counsel for ECG as ECG personnel was away for time-critical field testing of antenna technology. As forecast by ECG, the inspection was of records John knew would be incomplete instead of waiting for quarterly reports from ECG's new accountants. This posture driven by John as a member of ECG appeared to be and has now proven to unfairly adverse to the business purposes of ECG.
- 84. Plaintiffs allege that the John and his forensic team were improperly confined to a conference room but wanted to inspect the premises. ECG did not authorize it for several reasons including the fact that LTG occupied a number of spaces in the building and that ECG had no authorization to enter space under use by LTG. Also, certain OSHA safety certifications demanded by the antenna development project, as well as certain physical safety concerns prohibited such inspection at the time. John and his team sought to inspect QuickBooks files that did not belong

- solely to ECG. ECG did not permit such. Also, certain QuickBooks files were not available or incomplete due to the work begun by new accountants. This was out of the control of ECG.
- 85. Plaintiffs' allegation about gold and silver bars is erroneous. John knew that the antenna project requires purchasing gold and silver. Gold and platinum were purchased in chip or pellet size which are pinhead sized. Gold and platinum chips or pellets are used in nanoparticle productions. The gold and platinum metals are used for antenna product production as a component of the desired antenna product. Without the gold and platinum, the innovative antenna products which are the core business purpose of ECG would not be possible.
- 86. Ultimately, John has been provided with updated financial reports generated from ECG QuickBooks which show no impropriety. The reasons the QuickBooks reports do not report the Lex Vest loan is clear. The Lex Vest loan came after the close of the quarterly books in June by the new accountants. Nothing was being hidden from John. ECG disclosed Lex Vest to John and John met with Lex Vest representatives.
- 87. Plaintiffs' allegation that as of July 11, 2022 ECG had withheld post-June 2022 QuickBooks files is meaningless. There were no post-June QuickBooks reports to provide; only eleven days were transpired in July. No July reports could possible be provided.
- 88. On July 11, 2022, ECG received another draft complaint by email.

#### **UCC-1 STATEMENT**

89. Plaintiffs allege: "Neither ECG nor any of the ECG SPEs have ever provided

John Karony with a signed security agreement in any property." This is a false

statement. UCC-1 was provided to ;John in December 2021. He was responsible for all actions, including filing of UCC-1. He apparently failed to file it.

#### EXPENDITURE OF ECG MONIES

- 90. Plaintiffs allege that I improperly spent money for personal expenses. This is not true. An entry for "Dividends" was merely used as a temporary accounting place holder category until our R&D tax attorney could determine how to classify salaries paid to me and others as agreed by John in the Operating Agreement. Further Utah State's Research and Development tax credits are substantial and if taxes are filed correctly and correctly categorized, it would be immensely beneficial to the health of ECG through ECG Ops.
- 91. As our books have been reviewed, an \$11,000 fraudulent charge from a cloned company credit care was improperly authorized by a now terminated bookkeeper.

  This was shown and explained to John.
- 92. By December 2021, ECG had spent funds on a car (\$69,000) for research and development and testing of antenna technology in rough terrain in the West Desert, similar to the geography of The Gambia. 7 This has been corrected as it was determined that for tax purposes, a lease of the vehicle in question back to ECG Ops instead of a purchase, would facilitate greater benefits to ECG Ops. This transaction was reversed and by a loan acquired by me and Bradford Karony was updated recently with a newly contracted accounting firm. Again, accounting decisions are on going as new regulations are investigated for R&D credits. John asked me and

Bradford travel to England to assist in managing his SafeMoon business. Travel was required to Utah as well which was covered with (\$39,000) in costs, automobile expense (\$4,000) to include 2 cross country trips and meals (\$6,000) were spent during most of 2021 because of months of living in hotel and being on the road in support of ECG. Bradford and I moved to Utah at the end of October 2021 specifically to remove the high expense of living in hotels and the related travel expenses earlier in 2021.

- 93. Plaintiffs allege that QuickBooks files were only recently discovered. This is false. As early as December 2021 and at each subsequent financial meeting with John,

  QuickBooks files were provided to John. The files disclosed relevant expenses. Any and all personal expenses, including any cash transfers, clothing, firearms or other munitions, and recreational equipment, other than those related to or incidental or ECG operations, were not expensed to ECG entities, but to separately established personal accounts associated funded by compensation to me and Bradford. The firearms and munitions were personal expenditures deemed necessary in light of me and Bradford's names being included in death threats against John. Any "hair" expenditure was erroneously entered by a now terminated bookkeeper.
- 94. Food expenses are a result of not having a home at the time. That is, we were living out of hotels and included meals purchased during business travel. These were purchased before residency or home was purchased in Utah.
- 95. Bradford Karony left a lucrative salaried TSCI full scope polygraph position with the Federal Government in the intelligence community that benefited from his additional Program Management expertise. Bradford came to the lab to support all efforts to see to the success of the antenna project, a financial

- sacrifice to our family. Brad Karony has worked since June 2021 without any salary or compensation.
- 96. I provided relationships and partnerships to potential markets and hired personnel as required by the Operating Agreement. I recruited the LTG to consult on the antenna technology and project. Before and after moving into Suite D, my home in North Salt Lake has been used as a secondary site that meets requirement for antenna testing. Jennifer's home is also used to house ECG visitors and hold meetings as appropriate.
- 97. Under such circumstances, buying a few furnishings for this residence is in no way fraudulent, willful misconduct or gross negligence, but reasonable compensation under the circumstances.
- 98. All complained of expenditures have been corrected in ECG accounting records. Any additional complaints have been addressed and rectified.

#### SOLVENCY OF ECG

99. The ECG is and remains solvent. The ECG entities, as known by John, are start-up companies experience the common pains of start-up funding, growth and development.

All expenses are for ECG operations testing of antenna technology and are in line with EVOQ Nano's PSCA agreement that gave five (5) years as the estimated time for the prototype of the Antenna to be completed and revenue realized.

ECG is making significant progress in seeing that deadline cut in half or by 75%

. This was all disclosed to and agreed to by John. John agreed to wait for his return on investment from future sales. That time simply has not yet come. ECG's net income simply does not yet include income from sales of antenna products. This is the nature of start-up companies.

100. Accounts of ECG did show low account balances. This was not result of any improper diversion of funds to me or others. It was the result of the management agreement that transferred funds in accounts of ECG Ops because ECG Ops was handling the day-to-day operation of ECG to promote the business purposes of ECG. All this was under the Operating Agreement and the ECG Ops management agreement.

#### FURTHER TO LEX VEST LOAN

- 101. Plaintiffs allege that the Lex Vest Loan violates section 2.3 of the Operating Agreement because of the collateral pledged by ECG. This is erroneous. ECG's pledge of collateral transferred no IP away.
- 102. No Advisory Board membership was given to Lex Vest, only contemplated when profitable.

#### ATO, LTD

- 103. ATO, LTD was established without any authorization to add my name or Bradford's name.
- 104. Plaintiffs allege that William Niedermeyer is ECG's chief engineer. This is misleading.
  Mr. Niedermeyer is not part of ECG. He is not an employee. His a third-party technical consultant.
- 105. ECG understood that any ATO, LTD entity was intended to assist in the further antenna development without compromising John's initial investment used to capitalize on to the success of the antenna project. At the time the Lex Vest Loan occurred, nothing was to change the terms of the ECG Operating Agreement including his 33.3% personal profit from future sales of the antenna. Lex Vest provided a legitimate hard money bridge loan to continue the next phase of antenna development until further funding could be acquired.
- 106. ECG has necessarily modified its lab equipment. In doing so, equipment

warranties no longer exist thereby reducing liquidation values. The value in the existing equipment is in the skill of the team assembled by ECG. Receivership provokes an exodus of key employees and ECG's scientific consultant key to ECG OPs lab operations. For example, the use of key research and manufacturing equipment requires the highly and particularly trained personnel whom ECG has assembled. The ECG labs include HAZMAT materials and other OSHA regulated devices requiring certified construction, operation, maintenance, safety equipment and operators. The ECG labs included highly dangerous, potentially explosive equipment and compounds which if misused or misunderstood can maim or kill unskilled users. A receiver adds nothing to the management of the research and manufacturing processes of the ECG labs. ECG's modified and competently operated equipment are key to furthering the Antenna Business Purpose of ECG.

- 107. John Karony's actions have caused irreparable harm to the ECG entities by filing his civil lawsuit and making claims that are false and not based on facts. He has hindered, delayed and prevented the continued operations of the companies and has put his investment at risk by his own actions.
- 108. I declare under penalty of perjury that the forgoing is true and correct.

Dated August 29, 2022

/s/Jennifer Karony\*

Jennifer Karony

\* electronically signed by permission

# EXHIBIT 1

Bradford J. Karony is a founder and partner of the US/Gambian venture Barajally Group, LTD, founded in September 2019. Barajally Group facilitates incubation, development, and launching Public-Private business ventures in The Gambia. Along with his wife, Jennifer, in June 2021, they founded a cutting-edge technology company focused on the proprietary production of molecular novel materials to enhance, replace, and create new technology for the telecommunications industry. Previously he served as an Account Director for Peraton, providing counterintelligence support to a US Government agency, and as the Director of National Security Operations at LMI until February 2020. He retired as a senior operations officer in the Central Intelligence Agency in 2017. Mr. Karony's US military service includes deployments with the 24<sup>th</sup> Marine Expeditionary Unit's 1999 Kosovo Campaign on the side of NATO; he achieved the rank of Major in the United States Marine Corps Reserves before receiving an honorable discharge in 2007. Mr. Karony was part of Operation Enduring Freedom while employed at the CIA. He is also an experienced executive coach, public speaker, and educator.

During his career, Mr. Karony has been an advisor to US Ambassadors in the Bush and Obama Administrations. He has worked extensively with the departments of Defense and Energy, the Drug Enforcement Administration, the Federal Bureau of Investigation, and other U.S. Intelligence Community agencies. Mr. Karony has worked on counterterrorism and international security agendas with foreign governments in Europe, Asia, East Africa, and the Middle East. He has also provided policy advice to several senior Ambassadors at international organizations and foreign government officials, leading multi-national efforts to dismantle terrorist cells in Europe and the Middle East. Within the context of intelligence, his work has touched on many issues, including offensive and defensive cyber operations, human intelligence, signals intelligence, nuclear security, foreign relations, commerce, and energy. His two-year service in CIA's Talent Center as a certified executive coach enabled him to coach and mentor senior executives during a presidential transition and CIA top-to-bottom reorganization.

The knowledge, skills, and abilities Mr. Karony gained during his 25 years of public service have given him extensive international experience and made him a skilled senior project manager and strategist with proven success in managing complex worldwide inter-department initiatives and client programs. He currently provides vision, direction, and leadership in implementing scientific advances at the leading edge of nanoplasmonics with novel materials. Mr. Karony also has extensive knowledge and experience in strategic, long-range planning and risk analysis. As a CIA executive coach and trainer, he further led multiple leadership development programs and designed varied curricula. Mr. Karony is a collaborative leader and mentor who energizes teams to drive high performance and productivity.

The CIA selected Mr. Karony to lead foreign field offices and Washington, DC operational departments at different times during his career. Mr. Karony has native fluency in German, is active in his community through various charitable endeavors, and is a graduate of Brigham Young University with a Master of Arts in Literature.

Bradford J. Karony

#### SUMMARY

Experienced senior CI and HUMINT director, program manager, and strategist with proven success in managing complex worldwide, inter-department initiatives and client programs of between 50 and 90 personnel. Provided vision, direction and led the implementation of campaigns and initiatives that delivered accurate, creative, and actionable intelligence and analysis. Extensive knowledge and experience in strategic, long-range intelligence planning and CI risk analysis. Certified executive coach and trainer leading multiple leadership development programs and designing curriculums. Collaborative leader and mentor who energizes teams to drive high performance and productivity. Extensive international experience.

#### COMPETENCIES AND SKILL

- Intelligence Community Expertise with DOE, FBI, and Foreign Partners
- CI Risk Analysis, Research, and Training
- Customer Relationship Management
- Human Intelligence (HUMINT) Operational Planning & Operations Execution
- Bi-lingual, German/English

- Georgetown University Program Management Professional (PMP) Certificate
- Associate Certified Coach (ICF)
- Myers-Briggs Type Indicator (MBTI) Certification
- Hogan Certification (HPI, HDS, MVPI)
- Training Curriculum Development

#### PROFESSIONAL EXPERIENCE

## Co-Founder, Partner ECG Operations Group, LC

North Salt Lake, UT

2021-present

- Jointly established high energy, chemistry, and engineering research and development laboratory addressing current challenges in aerospace, telecommunications, and quantum computing at the molecular level using novel materials.
- Advised and coached C-Suite and Primary Investigator.
- Served as Security Officer for Laboratory to protect Intellectual Property from physical and digital theft.

## On-call Resource, Intelligence Operations Group

**Peraton.** Chantilly, VA

2020-present

 Provide US Government customer Subject Matter Expert counterintelligence, insider threat, espionage indicators, cyber communications, and counter-terrorism support.

## Co-Founder, Partner Barajally Group, LTD

Brufut Heights, The Gambia

2019-present

- · Facilitated incubation and developed Public-Private business ventures in The Gambia
- Met with President and various Ministers to discuss Public-Private business ventures
- · Established permanent relationships at the highest levels of The Gambian government

# Senior Director, National Security Operations LMI (501(c)3) Tysons, VA

2018-2020

- Adeptly led the creation of LMI's National Security Operations (NSO) service line and national security strategic mission through its first two years; led 50+ individuals working in a cleared government contractor space.
- Laid foundational work as NSO Director in setting the vision for the NSO capability set, driving innovation around its operational and analytical capabilities, building LMI's brand in the space, and

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- pursuing strategic opportunities to expand our reach
- Applied his deep technical expertise in operational intelligence to keep pushing forward effective and innovative LMI solutions on its projects, proposals, and capability and offering development efforts
- Developed a 4-day Intelligence Community client-specific training course for a billion-dollar intelligence program

#### **Adjunct Executive Coach, Independent Contractor**

#### Central Intelligence Agency

McLean, VA

2017-2018

- Principal instructor, coach, and mentor to CIA Directorate of Operations trainees using the whole student concept, focusing on learning and responsibility
- Led the "case study" curriculum redesign integration plan for new learning resources that resulted in an enhanced trainee and instructor classroom experience
- Trained and coached new instructors on the curriculum and effective teaching techniques that enabled the instructors to accommodate the different learning styles in the classroom

## Director, Talent Center, Talent Development Office

Central Intelligence Agency

McLean, VA

2016 - 2017

- Principal advisor and senior director in the Talent Center's Talent Development Office with enterprise-level coaching responsibilities and strategic planning for leadership skills courses
- Developed and delivered customized leadership development coaching for CIA executives and high potential talent resulting in increased mission effectiveness of executive staff during the most significant reorganization in CIA's history
- Led the Emerging Leaders Program, including Outdoor Leadership Instruction Group, curriculum analysis, development, and instruction.

#### **Department Chief**

#### Central Intelligence Agency

Mclean, VA

2013-2016

- Negotiated new US Intelligence Community enterprise-wide cyber, nuclear security, counter-drug, and chem/bio end-to-end client-facing project improvements, leading a 12-person team of specialists.
- Championed and led project management processes to disrupt foreign state-level cyber and nuclear security intelligence activities leading a 12-person team.
- Provided innovative program direction for formulating and implementing a worldwide information operations program against a state-level actor
- Co-led an inter-agency team that developed and implemented a counter chemical, biological, radiological, and nuclear program that collected and analyzed strategic and operational intelligence to change policymaker national intelligence estimates against different state-level actors. Received highest analysis award from the Director of National Intelligence.

### Senior Operations Officer

Central Intelligence Agency

International

1999 - 2013

- Led Counterterrorism team with foreign partners in Europe to disrupt terrorist cells and protect the homeland achieving all project objectives; led US teams of various sizes, including a 90+ person team abroad, 25+ US team domestically, and a large 700+ multinational foreign partner organization.
- Created the strategic vision and launched an innovative US Intelligence Community initiative to collect critical intelligence data
- Facilitated first-line supervisor-led counter-drug program reorganization to meet key business objectives

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#### Major, Adjutant, Legal Officer

**United States Marine Corps Reserve** 

Camp Lejeune, NC

1995 - 1999

- Managed all administrative and legal functions as the Battalion S-1
- Provided training and instruction in working with foreign military services in South Korea, Japan, Spain, Israel,
   Crete, Greece, and Macedonia

#### **EDUCATION**

**MA, German Literature**, Brigham Young University, Provo, UT. **BA, German**, Brigham Young University, Provo, UT.

#### PROFESSIONAL QUALIFICATIONS

CIA BTC/FTC/OTC Certified TS, SCI; current Full-scope polygraph (BI 19 Jan 2019)

# EXHIBIT 2



#### REPUBLIC OF THE GAMBIA

INFORMATION AND COMMUNICATIONS SYSTEMS AND SERVICES LICENCE

**GRANTED TO** 

## **BARAJALLY GROUP LIMITED**

BY THE MINISTER OF INFORMATION AND COMMUNICATION INFRASTRUCTURE UNDER SECTION 7(2) OF THE INFORMATION AND COMMUNICATIONS ACT, CAP. 74.03 LAWS OF THE GAMBIA 2009.

LICENCE NO. GG/PURA/BARAJALLY GROUP/ISP/06-2022

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#### 1. GRANT OF LICENCE

- 1.1. The Minister responsible for Information and Communication Infrastructure ("the Minister") hereby grants this Licence to BARAJALLY GROUP LIMITED incorporated in The Gambia and having its registered office at Jawara Kunda, Brikama Town, West Coast Region, THE GAMBIA (the "Licensee") pursuant to the Minister's authority under Section 7(2) of the IC Act by virtue of which the Licensee is authorised to establish, install, operate or maintain Information and Communications Systems (the "Licensed Systems") to provide Information and Communications Services (the "Licensed Services") within territory of the Republic of The Gambia upon and subject to the terms and conditions hereof. Capitalised terms used herein have the definitions set out in Schedule 1.
- 1.2. The Licensed Systems are Fixed Wired/Wireless Data Systems and any other telecommunications systems as authorised.
- 1.3. The Licensed Services are provision by means of the Licensed Systems of Internet Services as an Internet Service Provider as described in Schedule 2.
- 1.4. This Licence shall be subject to the provisions hereof and all Relevant Laws
- 1.5. The Licensee shall not operate any Information and Communications System or provide any Information and Communications Service not authorised in this License unless otherwise authorised to do so under another License, permit or exemption under the IC Act.
- 1.6. The Schedules, which form an integral part of this Licence, are as follows:

Schedule 1: Definitions

Schedule 2 Scope of the Licence (Licensed Services)

Schedule 3: Network and Service Roll Out, Coverage and Quality of

Service

Schedule 4: Universal Service Obligations

#### 2. EFFECTIVE DATE

2.1. This Licence shall come into force on the date of signature ("the Effective Date") for a period of Five (5) years ("the Licence Term").

#### 3. DEFINITIONS

- 3.1. A meaning or definition provided for any word, phrase or expression under IC Act, or otherwise under Relevant Laws shall also be applicable to such word, phrase or expression in this Licence, unless the context requires otherwise.
- 3.2. The use of headings herein and the division hereof into Clauses and Schedules is for convenience or reference only and shall not affect the construction or interpretation hereof.

3.3. References to legislative act or Regulations include any modification, reenactment or legislative provisions substituted for the same.

#### 4. LICENCE, SPECTRUM, REGULATORY AND OTHER FEES

- 4.1. The Licence and Spectrum Fees payable by the Licensee shall be in accordance with the Wireless Telegraphy (Regulatory Charges for Communication Facilities and Services) Regulations, 2005 or any subsequent regulation(s) that maybe issued by the relevant authority from time to time.
- 4.2. The Annual Licence, Spectrum and Regulatory Fees shall be paid each year in Gambian Dalasi.
- 4.3. The Licence and Spectrum Fees chargeable in connection with this Licence shall be subjected to review and adjustment by the Minister in accordance with Relevant Law from time to time.
- 4.4. The applicable annual Licence and Spectrum Fees as well as any renewal fees shall be paid to the Gambia Revenue Authority no later than the 31<sup>st</sup> day of March of each year or as may otherwise be agreed.
- 4.5. The Authority in accordance with the IC Act and relevant Regulation, shall determine the annual Regulatory, as well as Type Approval Fees payable by the Licensee, which shall be paid to the Authority in Gambian Dalasi no later than 31st March of each year or as may otherwise be agreed.

#### 5. LICENSED NETWORKS, SYSTEMS AND TECHNOLOGY USED

- 5.1. The Licensee is authorised to:
  - Install, operate and manage its information and communication facilities and/or network in the territory of the Republic of The Gambia; and
  - b. Provide any such information and communication services associated with the licensed standards in accordance with this Licence throughout the territory of The Gambia.
- 5.2. The Licensee may use any technology that is feasible for the provision of the Licensed Services provided that the use of such technology is in accordance with this Licence and Relevant Laws and its application does not cause damage to information and communications networks or information and communications services or to public health, safety or the environment.
- 5.3. The Licensee may also use the network and infrastructure resources of other public network operators to undertake connections through Lease or Interconnection and Co-location Agreements.
- 5.4. The Licensee shall furnish the Authority with information regarding all network facilities used in the provision of the Licensed Services and related information as and when requested by the Authority in accordance with applicable Laws.

#### 6. OTHER CONDITIONS OF THE LICENCE

- 6.1. The Licensee shall comply with each of the terms and conditions set out in this Licence throughout the duration of the Licence. Failure by the Licensee to comply with any such terms or conditions shall constitute grounds for enforcement actions and/or sanctions by the Authority in accordance with the Relevant Laws, which may include the suspension, termination or revocation of this Licence or the imposition of fines and/or penalties in accordance with the IC Act, PURA Act and/or the Authority's Enforcement Regulations 2010.
- 6.2. The Licensee shall comply with all Laws applicable to the Licensed Services, including all Relevant Laws.
- 6.3. The Licensee has been informed that the Ministry, in cooperation with the Authority, is in the process of establishing the general regime for the Regulation of the information and communications sector, including providing for fair and transparent practices and procedures in the exercise of its regulatory operations, in accordance with the IC Act and that same will continue to be reviewed and refined in order to ensure its sufficiency and completeness, taking into consideration market trends and other developments in the sector. Without limiting the generality of the foregoing, this process may require modification of this Licence in accordance with Clause 25 from time to time.
- 6.4. The Ministry and the Authority shall undertake to establish and comply with open, fair and transparent practices and procedures in the exercise of all policies and regulatory operations respectively and, in particular, publish in writing and carry out appropriate consultations with interested parties in accordance with the Relevant Laws, except in emergency situations and subject to its obligations of confidentiality, and where applicable to issue all Regulations, Directives and Guidelines, relevant to such above-mentioned general regime.
- 6.5. In the case of any conflict, contradiction or ambiguity between this Licence, and the IC Act or PURA Act, and Regulations and/or Guidelines Determinations Regulations issued by the Minister and/or the Authority, the order of precedence will be the following order:
  - the IC Act and/or the PURA Act:
  - any Regulations issued pursuant to the IC Act; and/or the PURA Act;
  - any Determinations or Decisions;
  - any Guidelines; and
  - this Licence.
- 6.6. In addition to this Licence, a separate Licence is required for the provision of International Information and Communications Services (Data).

#### 7. SALE AND TRANSFER OF LICENCE

7.1. This Licence is personal to the Licensee, and may not be sold, delegated, transfer or assigned without the prior written approval of the Minister.

7.2. Any attempt to sell, delegate, transfer or assign this Licence other than as expressly permitted hereunder shall be null and void.

#### 8. FREQUENCIES

- 8.1. The Licensee shall be granted frequency resources in accordance with the provisions of PART VII of the IC Act and any other Relevant Law.
- 8.2. The frequencies assigned to the Licensee for its use shall remain the property of the Government of The Gambia at all times.
- 8.3. The Licensee shall take all necessary action to ensure the safe and efficient use of its assigned frequencies, including the non-interference with other existing networks and radio communication stations. The Licensee shall periodically submit required data to the Authority for updating its database on the use of any new frequencies/channels.
- 8.4. At all times, the Licensee shall implement all commercially reasonable measures to optimise the efficiency and effectiveness of its use of the frequencies (frequency reuse and single frequency networking).
- 8.5. The Licensee may apply to the Authority for the right to use additional frequencies in connection with the provision of the Information and Communications Facility or Service based on proven use of existing frequencies efficiently and projected demand on customer base. The Authority may assign additional frequencies to the Licensee pursuant to a spectrum assignment subject to availability, justification and based on demonstrated efficient use of existing frequencies.
- 8.6. The Licensee shall utilize the frequencies hereby assigned solely and entirely for the provision of the licensed undertaking. The Licensee further agrees that it shall, in the use of the frequency spectrum, conform to the general allocation of frequencies in the ITU recommendations, the National Frequency Allocation Table and assignments by the Authority.
- 8.7. The Licensee shall fully comply with all provisions in the Authority's Spectrum Management Guidelines.
- 8.8. The Authority is mandated to re-farm and/or re-assign frequencies to ensure the effective and efficient use of the national spectrum resources in accordance with national, regional and international requirements. The Authority shall consult with the Licensee before any such action is taken and such action shall only be taken in accordance with the Law, provided that the Authority shall provide the Licensee with reasonable time and, where applicable, assign appropriate alternative frequencies, to permit the Licensee to carry on its business without unreasonable costs or disruptions.
- 8.9. The Licensed Services being provided by the Licensee shall be operated only on the radio frequencies and frequency bands which the Authority has assigned to the Licensee as set out in Schedule 3.

#### 9. ACCESS AND INTERCONNECTION

9.1. The Licensee shall have the right to interconnect its information and communication systems or services to any other operator.

- 9.2. All interconnection agreements between the Licensee and the other licensed operators shall be in writing and shall comply with the provisions of PART V of the IC Act, Regulations, and the Authority's Interconnection Guidelines.
- 9.3. The Licensee shall file with the Authority, each interconnection agreements entered with respect to the provision of Licensed Services not later than ten (10) days from the date of execution of the agreement. The Licensee and the licensed operators shall furnish to the Authority any additional information that the Authority requires in respect of each interconnection agreement and on evaluating the terms and conditions and the charges set out there. The Authority may require the Licensee and the interconnecting party to revise the agreement if interconnection as contemplated therein is inconsistent with the IC Act, the Regulations, or the Authority's Interconnection Guidelines.

#### 10. EFFICIENT MAINTENANCE AND OPERATION

- 10.1 The Licensee shall take reasonable steps to minimize downtime for essential maintenance and network development of all facilities used to provide the Licensed Services, whether operated by the Licensee or another person.
- 10.2 The Licensee shall ensure that all failures and faults are reported to the Authority and that subscribers are informed through the various media outlets as prescribed in the Authority's Fault Reporting Guidelines. Such faults shall be rectified, and the service restored in accordance with Relevant Laws, Regulations and Guidelines.
- 10.3 In the event of an unintentional/unforeseen interruption of Licensed Services or part thereof, which is significant in nature, the Licensee shall inform the public and notify the Authority in writing within 24 hours outlining the cause of such interruption and the steps being undertaken to rectify such interruption.
- 10.4 For the duration of this Licence, the Licensee shall ensure the efficient maintenance and provision of the Licensed Services.
- 10.5 Failure by the Licensee to comply with terms and conditions of this Clause 10 without good and sufficient cause may constitute grounds for enforcement actions and/or sanctions by the Authority in accordance with the Relevant Law and the terms hereof.

#### 11. SERVICE ROLL OUT AND COVERAGE

- 11.1 The Licensee shall install the Information and Communication Facilities and/or roll out the Information and Communication Service and provide and maintain service coverage and roll-out in accordance with the requirements set out in Schedule 4 hereto.
- 11.2 The Licensee shall prepare for the Authority a five-year investment programme of activities, which must detail its quality, coverage and roll-out, as well as development objectives as provided.

- 11.3 The Licensee shall submit to the Authority an annual statement of review of its five-year investment programme, providing technical and financial detail of proposed changes.
- 11.4 Where the Licensee fails to comply with its service roll out, coverage and development obligations in any material respect, the Authority shall notify the Licensee that it intends to take an enforcement action and/or sanction action against the Licensee, including the imposition of administrative fines under the Authority's Enforcement Regulations 2010, by a specified date unless the Licensee meets its roll out, coverage and development obligations by that date.
- 11.5 Notwithstanding Clause 11.4, the Licensee is permitted to write to the Authority providing justified reasons where the Licensee has been unable to meet any of its service roll out and coverage obligation under this License

#### 12. QUALITY OF SERVICE

- 12.1 The Licensee shall provide and maintain quality of service in accordance with the Authority's Quality of Service Guidelines and shall provide data to the Authority in such form and frequency as shall be determined by the Authority.
- 12.2 The Licensee may provide and maintain quality of service in accordance with international standards set out by the ITU and ETSI and any other relevant recognised international standards body.
- 12.3 The Authority reserves the right to review its Quality of Service Guidelines from time to time.
- 12.4 The Licensee shall notify the Authority of any planned major maintenance, major equipment failure or service outage that will cause a major impact on quality of service or inconvenience to the consumers. The Licensee shall also inform its subscribers to the Licensed Services impacted of the cause of the service degradation using the appropriate medium.
- 12.5 If the Licensee fails to comply with its quality-of-service obligations in any material respect, the Authority shall notify the Licensee that it intends to take such enforcement and/or sanction action against the Licensee, under the Authority's Enforcement Regulations 2010.

#### 13. TYPE APPROVAL AND TERMINAL EQUIPMENT

- 13.1 The Licensee shall be bound to adhere to equipment type approval standards set by the Authority in accordance with the Relevant Laws when importing telecommunications equipment.
- 13.2 The Licensee shall permit its subscribers to purchase or lease type approved customer terminal equipment approved by the Authority from the Licensee or any third party.
- 13.3 The Licensee shall only refuse to convey information and communications as part of the Licensed Services, where terminal equipment is known to

cause interference and this effect has to be verified and confirmed by the Authority.

#### 14. PRIVACY AND CONFIDENTIALITY

- 14.1 The Licensee shall ensure the privacy and confidentiality of information and business secrets obtained during its business from any person to whom it provides the Licensed Services by establishing and implementing procedures for maintaining privacy and confidentiality of such information subject to any requirement under Law.
- 14.2 The Licensee shall maintain sufficient information on its privacy and confidentiality procedures, details of which shall be provided to the Authority upon request to ensure compliance with the relevant Law.
- 14.3 The Licensee shall not use or allow to be used, any equipment which is capable of recording, monitoring, or intruding into calls unless it complies with applicable Law.
- 14.4 The Licensee must assure confidentiality of information supplied by its subscribers and shall not disclose it without the subscriber's prior written consent, except for information requested in writing by the Authority in the course of discharging its functions.
- 14.5 Confidential information shall be used solely for the purposes for which it was disclosed and shall be kept as such.

#### 15. ANTI-COMPETITIVE PRACTICES

- 15.1. In line with Part IV of the IC Act the Licensee shall not, alone or together with others, engage in or continue or knowingly acquiesce in any anticompetitive practices and, in particular, the Licensee shall:
  - a. not engage in anti-competitive cross-subsidisation;
  - b. not abuse, where applicable its dominant position;
  - c. not enter into exclusive arrangements with third parties for the location of its facilities that are required to provide any Licensed Services as provided for in the Law;
  - d. not enter into any agreements, arrangements or undertakings with any person, including any supplier of services that compete with any of the Licensed Services, which have as their objective or cause the fixing of prices or other restraint on competition;
  - e. not use information obtained from competitors if the objective or effect of such use is anti-competitive;
  - f. make available to other Licensed operators on a timely basis technical information about essential facilities and other commercially relevant information that is necessary for them to provide information and communications service; and

- g. whether in respect of the Tariffs, or other terms applied or otherwise, not show undue discrimination against particular persons or persons of any class or description as respects the provision of any Licensed Service.
- 15.2 The Licensee shall comply with all Relevant Laws relating to competition and/or dominance.

#### 16. FAIR TRADING AND CONSUMER PROTECTION

- 16.1. The Licensee shall make its services available to the public on fair, reasonable and non-discriminatory terms and conditions and in accordance with the Relevant Laws.
- 16.2. Notwithstanding the provisions of Clause 16.1 and 16.2 above, the Licensee may refuse to provide any of the services for a just cause as determined by the Authority.
- 16.3. The Licensee shall offer a service agreement to all subscribers, establishing terms and conditions of service, where applicable. The service agreement must not contravene with the conditions of this Licence.
- 16.4. Where the Licensee does not include its own service level agreement as part of its service agreement then the General Service Level Agreement issued by the Authority shall apply.
- 16.5. Where the Licensee has its own service level agreement, its terms and conditions must not be lower than the standards set in the General Service Level Agreement set by the Authority.
- 16.6. The Licensee shall establish and maintain efficient information services to assist any person to whom it provides Licensed Services to answer questions regarding installation, services, directory assistance and any other reasonable questions relating to the Licensed Services.
- 16.7. The Licensee shall comply with any code of conduct issued by the Authority.

#### 17. TARIFFS AND BILLING

- 17.1. The Licensee shall publicly display its current tariffs at the Licensee's main office/outlets and branches as well as on their websites in The Gambia and shall also publish the said Tariffs with information-showing Tariffs, terms and conditions for the services provided in different mediums. The Authority may request the Licensee to amend the publication requirements.
- 17.2. Changes in the Tariffs shall be in accordance with the Authority's Tariff Guidelines or any other Tariff guideline that may come into force during the duration of this License and other Relevant Laws.
- 17.3. The Licensee shall file with the Authority any changes in Tariffs, terms and conditions in accordance with the Authority's Tariff Guidelines.

- 17.4. The Licensee shall notify their subscribers and the general public of any changes in Tariffs, terms and conditions in accordance with the Authority's Tariff Guidelines.
- 17.5. Billing systems operated by the Licensee shall register all information and communications data records. Such records shall be made available to the Authority upon request.
- 17.6. The Licensee must have the capacity to invoice its customers for all types of Licensed Services that it offers or provides from time to time in a manner consistent with its published and filed Tariffs, terms and conditions.

#### 18. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

- 18.1. The Licensee shall provide to the Authority on or before the 1<sup>st</sup> day of March of every year:
  - A comprehensive list of all owners and shareholders in Licensee;
     and
  - b. The structure and organogram of the Licensee.
- 18.2. The Licensee shall submit to the Authority annual audited accounts prepared on the basis of applicable Law.
- 18.3. The Licensee shall notify the Authority of any change in the shareholding of the Licensee by any person.
- 18.4. The Licensee shall notify the Authority of any equipment related software upgrade or new technology deployment in accordance with this Licence and all the provisions of the Authority's Guidelines for the Deployment of New Technologies.
- 18.5. Before deploying new technologies, the Licensee shall give prior notice to the Authority and obtain the Authority's approval in accordance with this Licence and the Authority's Guidelines for the Deployment of New Technologies.
- 18.6. The Licensee shall be required to maintain such information as will enable the Authority to carry out its functions under the PURA Act and the IC Act in such manner as the Authority may from time to time require. The Authority shall have the right to require that the Licensee submit periodic reports (technical, administrative, operational and financial), statistics and other data as well as request additional information in order to effectively supervise and enforce the terms of this Licence, the provisions of Relevant Law. The Authority may also require the Licensee to provide the Authority with access to or copies of electronic databases containing such data regarding the information and communications transported over facilities or by or for the Licensee as part of providing any Licensed Service and in such frequencies and by such deadlines as the Authority may specify from time to time.

- 18.7. In making a request for information, the Authority shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information, unless the Authority considers such information is essential to enable it to exercise its functions under the IC Act and PURA Act.
- 18.8. The Licensee shall permit any person authorised by the Authority to have access to test and inspect specific information and communication infrastructure at any reasonable time for the purpose of verifying compliance with the terms of this Licence and the IC Act. In accordance with Sections 6(1), 6(4) and 9(1)(a) of the IC Act, the Authority shall not employ any operator, or delegate to any operator the authority, to obtain information from, monitor or carry out any inspection of the Licensee.
- 18.9. The Authority shall have the right to publish information which it receives unless; following representation by the Licensee, the Authority is satisfied that the information is of such confidential nature that disclosure would have a material adverse effect on the Licensee's business. Notwithstanding the foregoing, the electronic databases provided to the Authority by the Licensee shall be considered confidential, except that the Authority may extract and publish summary information on the information and communications sector provided that such summary information deidentifies the Licensee from other operators and de-identifies the Licensee's subscribers.

#### 19. NON-DISCRIMINATORY AND UNIVERSAL SERVICE

- 19.1. The Licensee shall provide the Licensed Services on a uniform, non-preferential first-come, first-served basis to all persons who request the provision of Licensed Services.
- 19.2. Notwithstanding Clause 19.1 and except as provided by or under the IC Act the Licensee shall not deny or discontinue Licensed Services to any subscriber or any other user.
- 19.3. The Licensee may only deny a service for reasons allowed by Regulations made under the IC Act or contained in the terms and conditions of service provided by the Licensee.
- 19.4. The Licensed Services shall be provided in accordance with the quality of service requirements specified in this Licence and under Relevant Laws.
- 19.5. The Licensee shall abide by any Guidelines, Directives or Regulations related to universal access or service, including obligations, as determined in consultation with the Authority regarding projects to contribute to the achievement of universal service objectives, aimed at increasing the provision and uptake of universal information and communications and services in the territory of the Republic of the Gambia in accordance with the provisions of Part X of the IC Act.

#### 20. PERSONAL DATA AND PROTECTION OF PRIVACY

20.1. The Licensee shall abide by all the provisions of PART XIII of the IC Act and other Relevant Laws.

#### 21. FORCE MAJEURE

- 21.1. If the Licensee is prevented from performing any of its obligations under this Licence due to force majeure, as defined in the IC Act or any Regulations issued thereunder, the Licensee shall notify the Authority of the obligations it is prevented from performing and the reason why as soon as practicable after it becomes aware of such force majeure.
- 21.2. The Authority may suspend any of the obligations referred to in this Licence and the Licensee will not be required to perform those obligations, for so long as the force majeure event continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this Licence or other reasonable precautions and such inability cannot reasonably be avoided or cured by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

#### 22. DISPUTE RESOLUTION

- 22.1. All disputes between the Licensee and other licensed operators shall be resolved by the Authority in accordance with Relevant Laws.
- 22.2. All disputes between the Licensee and the Licensee's subscribers or users shall be resolved by the Authority in accordance with Relevant Laws.
- 22.3. All disputes between the Licensee and the Authority arising out of this Licence shall be resolved in accordance with Relevant Laws.
- 22.4. The Courts of the Republic of The Gambia shall have jurisdiction over disputes of the kind described in Clauses 22.1 and 22.2 provided, however, that a party to such dispute may require the dispute to be referred to arbitration in accordance with the provisions of the PURA Act and the Alternative Dispute Resolution Act, in which case, unless the parties agree otherwise and provided that such agreement is not contrary to Law, the decision shall apply mutatis mutandis.

#### 23. COMPLAINTS, ENFORCEMENT AND PENALTIES

- 23.1. Pursuant to Part XII of the IC Act the Licensee must establish procedures for dealing with complaints by subscribers in relation to the operation of an information and communication network or provision of information and communications service.
- 23.2. Pursuant to Part XII of the IC Act the Authority shall investigate complaints of any violation of Law or this Licence.
- 23.3. The Authority may impose sanctions specified by Law for violations under of Law or this License.

#### 24. RENEWAL

24.1. An application for renewal of this License shall be made in accordance with Section 25 of the IC Act and Section 27(2) and 27(3) of the PURA Act.

24.2. The Authority shall review any timely and compliant application for renewal of this Licence upon request by the Licensee and shall recommend renewal, and the Minister shall grant renewal, for an additional term of the length then customary for the grant of similar licences, upon expiration of the Licence term, provided that the Licensee is not, and has not been, in material breach of this Licence or any other licence, in which case, the Authority may recommend denial of renewal in accordance with Section 25 of the IC Act and Section 27(1) of the PURA Act and/or the Minister may deny renewal in accordance with Section 7(2)(a) of the IC Act and Section 27(1) of the PURA Act.

#### 25. MODIFICATION

- 25.1. In accordance with Section 26 of the IC Act, this Licence may be modified in any of the following ways at any time:
  - a. upon the request of the Licensee for modification to the Authority and subject to advice of the Authority to the Minister; or
  - b. if the Minister determines that such modification is necessary to make the conditions of the Licence consistent with terms being imposed generally in respect of all licences issued in the same category, for the purpose of ensuring fair competition between licensees in that category or to the extent necessitated by technological development, provided that the Minister shall have;
    - (i) given the Licensee at least ninety (90) working days written notice of the proposed modification, and
    - (ii) set out the reasons for such modification.

#### 26. REVOCATION AND TERMINATION

- 26.1 This Licence may be terminated in any of the following ways at any time:
  - a. upon the request of the Licensee;
  - b. by an order of revocation by the Minister, on the advice of the Authority, in accordance with Section 27 of the IC Act;
  - c. if the Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors;
  - d. if the Licensee attempts to sell, transfer or assign this Licence to any other person without permission of the Minister;
- 26.2 Any revocation pursuant to Clause 26.1(b) or 26.1(d) shall afford the Licensee due process of Law, including, where applicable, any right of notice and opportunity to be heard prior to the revocation, any right to have the reasons for revocation specified, and any right of review or appeal of a revocation decision.
- 26.3 This Licence shall automatically terminate upon the expiry of its term if it is not renewed in accordance with Section 25 of the IC Act and Clause 25.1.

#### 27 MISCELLANEOUS

27.1 The provisions contained in this Licence shall, on the date of signature of this Licence by the Minister, supersede all those provisions provided in such previous license(s) granted to the Licensee, but only insofar as they related to the Licensed Services.

#### 28. NOTICES

- 28.1 All notices from the Licensee to the Authority and vice versa shall be in writing and sent with acknowledgement of delivery to the following addresses:
  - a. If sent to the Authority: 94 Kairaba Avenue, P. O. Box 4230, Bakau
  - b. If sent to the Licensee: Jawara Kunda, Brikama Town, West Coast Region, The Gambia.

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28.2 Either party may change its above address by notifying the other party in writing at least fifteen (15) days before such change takes effect.

IN WITNESS WHEREOF THIS LICENSE IS ISSUED ON TOMMING	une 2022
IN WITNESS WHEREOF THIS LICENSE IS ISSUED ON COMMUNIC	WION INFRASS
	ISTER OF
INFORMATION AND COMMMUNICATION INFRASTRUCTURE	
IN THE PRESENCE OF	
DIRECTOR GENERAL	
THE GAMBIA PUBLIC UTILITIES REGUALTORY AUTHORITY	

#### APPENDIX 1

#### This Appendix contains the following Schedules:

Schedule 1: Definitions

Schedule 2: Scope of the Licence
Schedule 3: Network and Service Roll Out, Coverage and Quality of Service and
Schedule 4: Universal Service Obligations

#### Schedule 1: Definitions

**Authority** means the Gambia Public Utilities Regulatory Authority established under the PURA Act or any successor regulatory body performing the same or similar functions under the IC Act from time to time.

**Data Services** are information provisions and distribution models in which data files (including text, images, sounds and videos) are made available to customers over a network, typically over the internet.

**Emergency Service** means any service in respect of any event or circumstances provided within any locality by any police, fire, ambulance and any other related establishment.

ETSI means the European Telecommunication Standards Institute.

**Fixed Wired Data Systems** means communication systems that can enable the provision of data services between points via physical connections (e.g. Copper and Fibre).

**Fixed Wireless Data Systems** means communication systems that can enable the provision of data services between points via radio communication transmission.

IC Act means the Gambia Information and Communications Act, as the same may hereafter be amended, re-enacted or replaced from time to time.

Information and Communications Services means a service normally provided for remuneration which consists of the conveyance of signals on information and communications systems, including information and communications services and transmission services in networks used for broadcasting as well as services providing or exercising editorial control over content transmitted using information and communications networks.

Information and Communications Systems means transmission systems and, where applicable, switching or routing equipment and other resources which permit the conveyance of signals by wire, by radio, by optical or by other electro-magnetic means, including satellite networks, fixed (circuit and packet-switched, including internet) and mobile terrestrial networks, electricity cable systems, to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks, irrespective of the type of information conveyed.

International Information and Communication Services means information and communications services such as voice and/or data provided by means of a switching system that routes international traffic between international networks and the domestic network.

ISP means Internet Service Provider.

ITU means International Telecommunication Union.

Laws means all Acts, decrees, regulations, judgments, guidelines, directives, orders and/or determinations of any legislative, executive, administrative or judicial authority of the Government of the Republic of the Gambia as the same may be in force from time to time, and includes, without limitation, all Relevant Laws.

**Licence Fee** means the fee payable by the Licensee to the Government of The Gambia by virtue of the grant of License to the Licensee and its continuance.

**Licensee** means the company to whom this Licence has been granted or any transferee or assignee of this Licence with the prior written approval of the Minister.

**Minister** means the minister with responsibility for Information and Communications Infrastructure or any successor minister performing the same or similar functions under the IC Act from time to time.

PLMN means Public Land Mobile Network.

PURA Act means the Gambia Public Utilities Regulatory Act.

**Public Switched Telephone Network (PSTN)** means, the public network established for local, national and international telephony, data, and facsimile calls, formed by public telephone exchanges, junctions and trunks whether on cables, radio systems other than cellular, or fibre systems etc installed, maintained and operated by GAMTEL, and which may be installed, maintained and operated by their successors.

Regulatory Fee means the fee payable directly to the Authority by the Licensee in accordance with the PURA Act.

**Relevant Laws** means the PURA Act, the IC Act and any Regulations, Guidelines, Directives, Orders and Determinations made thereunder.

Subscriber means a registered user of a telecommunications service.

**Service Provider** means any person who is in the business of providing the services to another and who has a contract with the Licensee for that purpose.

**Spectrum Fee** means the fees paid for the usage of any part of the radio communications spectrum between the range of 9 KHz to 3000 GHz for the purpose of sending and receiving wireless signals.

**Tariff** means any tariff, fee, subscription or charge to a customer or service provider for the provision of the Licensed Services approved by the Authority in accordance with the Relevant Law.

Value Added Services means all telecommunication services other than Basic Voice and/or Data Services to the public, Telex Services and Telegraph Services.

**VoIP** means Voice over Internet Protocol and it is a technology that allows telephone calls to be made over computer networks like the Internet.

#### Schedule 2: Scope of the Licence (Licensed Services)

The Licensed Services is as follows:

#### 1. Internet Services

- 1.1 The Licensee is authorized as an Internet Service Provider to establish, install, operate or maintain within the Republic of The Gambia, a Fixed Wired/Wireless Data System to provide Internet Services.
- 1.2 The Licensee is authorized to provide Internet Data Services such as:
  - a. Internet access, internet content hosting and file transfer services;
  - b. Electronic mail services;
  - c. Virtual private networks and related services;
  - d. International Internet Data Traffic through an International Gateway, if the Licensee is a Licensed International information and communications Services (Data) Operator or through a Licensed International Information and Communications Services (Data) Operator;
  - e. Any such other Internet-related service which does not require a separate Licence but must gain the prior approval of the Authority.
- 1.3 The Licensee is authorized to deploy any standards and technologies within these standards to provide Internet Data Services as an Internet Service Provider.
- 1.4 The Licensee is prohibited from publicly providing Voice over Internet Protocol (VoIP) services on a commercial basis within the territory of The Gambia.

#### Schedule 3: Radio Frequency Assignment

The Authority has carried out a comprehensive study of the management and monitoring of the radio frequency resources of the Gambia to ensure that such a scarce resource is effectively and efficiently managed and monitored.

After satisfying the requested technical information pertaining to Barajally Group's application and going through the available spectrum resources at our disposal, the following frequencies are assigned to Barajally Group Limited;

Item	Description	Band (GHz)	Channel	Bandwidth (MHz)	Range (MHz)
1	Access frequency	2.3	6	30	2345 - 2375

Barajally Group is hereby advised to leave some guard bands at the lower and upper edges of their assignment during their deployment to avoid any potential harmful interference with their future adjacent frequency assignees and must be mindful not to drift outside their assigned access and backhaul frequencies.

## Schedule 4: Network and Service Roll Out, Coverage and Quality of Service

#### 1. Roll-out and Coverage

The Licensee shall roll out its Information and Communication Facilities and Services so as to establish and maintain service coverage and quality as follows in accordance with the guidelines to be determined by the Authority.

#### 2. Quality of Information and Communications Service

- 2.1 In all areas to be served in accordance with this licence and the Licensees network and service roll out and coverage, the Licensee shall ensure compliance with the quality-of-service targets in accordance with the IC Act and the Quality-of-Service Guidelines published by the Authority.
- 2.2 The Licensee shall submit periodic reports of its service quality in accordance with the Authority's Quality of Service Guidelines. In the event that the Licensee fails to comply with any of the quality-of-service targets with respect to the Licensed Services, the Authority may impose a fine in the first instance and may impose an additional fine per month or part thereof until the service target is achieved, unless the Licensee provides to the Authority's satisfaction that its non-compliance is not due to the Licensee's fault. The Authority reserves the right to conduct audits of the Licensee's service measurements and/or its own measurements at its own discretion.

#### Schedule 5: Universal Service Obligations

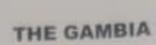
The Licensee commits to contribute to the development of universal service throughout The Gambia in terms of concrete projects to promote connectivity and/or uptake of communications services and/or applications.

The policy guidelines setting out the policy for the communications for development framework will be decided by the Ministry of Information and Communication Infrastructure, and a Strategic Plan defining concrete action, project selection and financing mechanisms as well as other relevant elements will be defined and published by the Authority, which will consult with stakeholders in accordance with the Law.

The Licensee will agree specific options, projects and financing with the Authority on a yearly basis.

The percentage of the Licensee's turnover contribution to the Universal Service Access Fund shall be determined in accordance with the Universal Access and Service (UAS) policy.





MINISTRY OF INFORMATION AND COMMUNICATION INFRASTRUCTURE GRTS BUILDING, MDI ROAD, KANIFING, THE GAMBIA, WEST AFRICA.

VE 107/127/01 Part VII (39)

2<sup>nd</sup> February 2022

Director General PURA Kairaba Avenue Fajara

# RE: RECOMMENDATION FOR THE ISSUANCE OF INTERNET SERVICE PROVIDER LICENCE - BARAJALLY GROUP LIMITED

Reference is invited to your missive Ref. P/L/IC&S/VOL.IV (20) dated 23rd December 2021 pertaining to the subject matter.

Please be informed that approval has been granted by the Honorable Minister, MOICI for the issuance of an Internet Service Provider Licence to BARAJALLY GROUP LIMITED.

You are therefore requested to prepare the licence for the signature of the Honorable Minister.

Thank you.

Amadou NYANG

For: Permanent Secretary



#### MINISTRY OF INFORMATION AND COMMUNICATION INFRASTRUCTURE GRTS BUILDING, MDI ROAD, KANIFING, THE GAMBIA, WEST AFRICA

MOICI/VA58/189/part 1(20)

16th December 2019

Mr. Sankung Jawara Barajally Group LTD, Brikama, The Gambia

#### RE: REQUEST FOR INFORMATION-DATA-CENTRE SUBSEA CABLE-SATAION

Reference is made to your letter dated, 13th December 2019, in which you expressed interest in investing in the ICT industry (deployment of subsea cable, construction & management of Data centre and deployment of fiber connectivity to SMEs & homes).

It is important to note that in the National Development Plan (NDP) of the Government of The Gambia, ICT is considered as "critical enabler 5" for sustainable development. The goal is to transform The Gambia into digital nation, through enhancements of ICT infrastructure and services for increased access to quality broadband services for inclusive and sustainable development.

In light of the above, this Ministry considers your proposed areas of intervention to be relevant to the NDP and in line with the Government's policy for encouraging and promoting "Public Private Partnership (PPP).

To this end, the Ministry extends an invitation to you and your partners/investors to come to The Gambia to formally present your business proposals and detailed discussions with relevant stakeholders.

Yours sincerely,

Malang A. Bass

For: Permanent Secretary



# EXHIBIT 2

#### MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (the "Agreement") is entered into this <u>21</u> day of <u>June</u>, 20<u>21</u>, by and between, EMANATION COMMUNICATIONS GROUP, LC ("ECG"), and, ECG OPERATIONS GROUP, LC, ("Operations"). ECG and Operations are each a "Party" to this Agreement and are, collectively, the "Parties."

#### **RECITALS**

- A. WHEREAS, ECG entered into a Purchase Sale and Cooperation Agreement ("PSCA") on or about the 10<sup>th</sup> date of June 2021 for the purchase of significant IP relating to Nano Particles; and,
- B. WHEREAS, ECG finds if prudent to maintain the IP acquired in that transaction in a single purpose entity known as ECG and to complete Research and Development, hire employees, lease office space, set up the R&D facility and create a level of liability protection for the IP;

#### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, terms, conditions, provisions and covenants described below, which consideration is hereby acknowledged as sufficient by the Parties, the Parties hereby agree to settle the noted matter as a courtesy and not as a legal obligation as follows:

- 1. <u>Management</u> ECG agrees to hire Operations to manage the research and development, hire employees, lease lab and office space, set up R&D facilities, perform tests, design, manufacture, ideate, create and complete the necessary work to develop the Antenna as noted in the PSCA. Costs of completing this noted work shall be paid to Operations by ECG.
- 2. <u>Authority</u>. Each individual signing this Agreement directly and expressly warrants that he or she has been given and has received and accepted authority to so sign and execute the documents on behalf of the party for which it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- 3. <u>Survival</u>. All representations and warranties expressly set forth in this Agreement shall survive the execution of this Agreement and the transactions contemplated hereunder, and are material and have been or will be relied upon by the Parties hereto notwithstanding any investigation made by or on behalf of any party.
- 4. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of all Parties hereto and their respective heirs, representatives, successors and

assigns.

- 5. <u>Governing Law and Jurisdiction.</u> This Agreement shall be governed and interpreted under the laws of the State of Utah, and venue relating hereto for breach of the agreement shall be the State Courts for the State of Utah.
- 6. <u>Attorney's Fees.</u> Each party acknowledges that their attorney's fees for this agreement are their own responsibility and either party may recover it's attorney's fees in any action to enforce the terms of this agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement made and effective as of the date first written above.

EMANATION COMMUNICATIONS GROUP, LC

It's Managing Mombar

ECG OPERATIONS, LC

It's Member