

**EXHIBIT F**

**DRAFT *NOTE VERBALE AND MEMORANDUM OF  
UNDERSTANDING***

**RECOGNIZING *NOTICE OF CLAIM OF EXEMPTION OF  
SWANSAT SYSTEM UNDER SECTION FIFTY-EIGHT***



NOTE VERBALE and MEMORANDUM OF UNDERSTANDING  
Super-Wide Area Network Satellite (SWANsat) System Landing  
Rights and Video Capacity Assignment Reservation Agreement

**ARTICLE I PURPOSE AND AUTHORITY TO OPERATE**

**A. PURPOSE OF THIS MEMORANDUM**

This **NOTE VERBALE and MEMORANDUM OF UNDERSTANDING** (hereafter, the “Memorandum”), consisting of eight (8) pages and dated as set forth on the Signature Page hereof, sets forth the points of agreement between SWANsat Holdings, LLC, a Wyoming limited liability company (hereafter, the “Operator”) and licensee of the Super-Wide Area Network Satellite System (hereafter, the “SWANsat System”) and that certain Signatory Sovereign Nation State identified on the signature page, hereto (the Operator and Signatory Sovereign Nation State referred to collectively hereafter as “the Parties”), regarding participation in the SWANsat System by all citizens of Signatory Sovereign Nation State.

**B. AUTHORITY FOR SWANSAT HOLDINGS TO OPERATE THE SWANSAT SYSTEM**

Authority for the Operator to construct, launch, deploy, and operate the SWANsat System, a constellation of high-powered telecommunications satellites to be located in geosynchronous orbit and to be operated in the W-band, has first been issued in that certain **NOTICE OF GRANT OF APPLICATION FOR ASSIGNMENTS AND FOR AUTHORITY TO OPERATE**<sup>1</sup> (hereafter, the “Notice”) issued on 8 March 2004 by the Republic of Nauru to the Operator and amended from time to time by the Republic of Nauru (hereafter the “Host Country”). The Notice, including such supplemental grants or amendments that may be issued from time to time by the Host Country, shall serve as an example for all such future authorities relating to the Parties.

**C. AUTHORITY FOR UGANDA TO ENTER INTO THIS MEMORANDUM**

1. The Signatory Sovereign Nation State is authorized to enter into this Memorandum through its membership in the International Telecommunication Union, which coordinates Frequency Coordination Requests regarding the SWANsat System.

2. Furthermore, if Signatory Sovereign Nation State is a member of the African Union, *Article 3, Objectives of The Constitutive Act of the Member States of the Organization of African Unity* encourages all members:

- A. To accelerate the political and socio-economic integration of the continent;<sup>2</sup>
- B. To promote and defend African common positions on issues of interest to the continent and its people,<sup>4</sup>
- C. To establish the necessary conditions which enable the continent to play its rightful role in the global economy and in international negotiations.<sup>5</sup>
- D. To promote sustainable development at the economic, social and cultural levels as well as the integration of African economies;<sup>6</sup>

<sup>1</sup> See [http://docs.swansatfoundation.com/nauru/2004\\_0308\\_nauru\\_grant.pdf](http://docs.swansatfoundation.com/nauru/2004_0308_nauru_grant.pdf)

<sup>2</sup> *Ibid.*, ¶C

<sup>4</sup> *Ibid.*, ¶D

<sup>5</sup> *Ibid.*, ¶I

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E. To promote co-operation in all fields of human activity to raise the living standards of African peoples;<sup>7</sup>

when the Constitutive Act was adopted on 11 July 2000, entered into force on 26 May 2001, and ratified on 7 July 2003.

**ARTICLE II BASIS FOR THIS MEMORANDUM**

1. The basis upon which the Parties have entered into this *Memorandum* is found in the broad scopes of the *Millennium Declaration*<sup>8</sup> published by the United Nations and of the *Ministerial Declaration*<sup>9</sup> published by the United Nations Economic and Social Council.

2. The scopes of the *Millennium Declaration* and of the *Ministerial Declaration* closely match the mission of the SWANsat System, which is to serve as a means to bridge the digital divide on a cost-effective basis.

3. The United Nations has called for special measures to be taken in order to address the challenges of poverty eradication and sustainable development, including transfers of technology to developing nations relating to Information and Communications Technologies (hereafter, “ICT”).

4. One of the objectives of the *Millennium Declaration* is that the benefits of new ICT be made available to all nations in conformity with recommendations contained in the *Ministerial Declaration*.

5. The *Ministerial Declaration* also clearly states the need to bring affordable ICT to least developed countries and developing countries: If the digital divide is to be bridged, powerful new tools of ICT development must be matched with the people who need them most in order to communicate and to participate in electronic commerce.

6. According to the *Ministerial Declaration*, urgent and concerted actions are imperative for bridging the digital divide, for fostering and building digital opportunities, and for addressing the major impediments in capacity-building, investment, and ICT connectivity.

7. Accordingly, efforts to achieve universal ICT connectivity will require innovative approaches and partnerships within the context of establishing connectivity so that ICT can contribute to the improvement of the capabilities of firms, including small and medium-sized enterprises, and empowerment of individuals.

8. While no specific methodology is suggested in the *Ministerial Declaration* for bringing about desired results, efforts should include transfer of ICT technology to developing countries on concessional and preferential terms if a conducive environment is to be provided for the rapid diffusion, development, and use of information technology.

**ARTICLE III JOINT DECLARATION OF COMMONLY HELD OBJECTIVES**

1. The Parties hereby consent, agree, and declare that this *Memorandum* is hereby entered into between the Parties in accordance with the following commonly-held objectives:

A. The Parties intend that this *Memorandum* foster implementation of measures to bring down connectivity costs for ICT deployed throughout the Signatory Sovereign Nation State in order to make ICT affordable to the citizens of the Signatory Sovereign Nation State.

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<sup>6</sup> *Ibid.*, ¶J

<sup>7</sup> *Ibid.*, ¶K

<sup>8</sup> See the *United Nations Millennium Declaration* (<http://www.un.org/millennium/declaration/ares552e.htm>). A copy of the *Millennium Declaration* may be downloaded from <http://www.un.org/millennium/declaration/ares552e.pdf>.

<sup>9</sup> Draft Ministerial Declaration of the High-level Segment Submitted by the President of the Economic and Social Council on the Basis of Informal Consultations: Development and International Cooperation in the Twenty-First Century: The Role of Information Technology in the Context of a Knowledge-Based Global Economy. (<http://www.un.org/documents/ecosoc/docs/2000/e2000-19.pdf>).

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- B. The Parties intend that this *Memorandum* foster integration of all citizens of the Signatory Sovereign Nation State into the world's networked knowledge-based global economy, and strengthening their capacity in building ICT infrastructure and generating ICT content within and among the citizens of the Signatory Sovereign Nation State.
  - C. The Parties intend that this *Memorandum* foster devising measures to substantially reduce the average cost of access to the Internet to the citizens of the Signatory Sovereign Nation State.
  - D. The Parties intend that this *Memorandum* foster promotion of ICT programs, ideas, and projects for enhancing direct connectivity among the citizens of the Signatory Sovereign Nation State in order to increase the number of computers and other Internet access devices operated by and owned by the citizens of the Signatory Sovereign Nation State.
  - E. The Parties intend that this *Memorandum* foster support of efforts towards ICT capacity-building and production of ICT content with respect to all citizens of the Signatory Sovereign Nation State.
2. If the Signatory Sovereign Nation State is a member of the African Union, the Parties intend that the SWANSat System assist in achieving the commonly held goal of completing ICT connectivity within the Signatory Sovereign Nation State by the year 2015.

Accordingly, the Parties hereby jointly agree as follows:

**ARTICLE IV RECOGNITION OF CLAIMS TO LANDING RIGHTS**

1. The Signatory Sovereign Nation State hereby CONSENTS TO, RATIFIES, and RECOGNIZES all Claims set forth by Operator in that certain *Demarche and Manifesto: Notice of Claim of Exemption Pursuant to Administrative Regulations, General Part §6*, to which a copy of this *Memorandum* was originally attached as Exhibit F. Accordingly, a twenty-five year renewable license for the Operator to deliver ICT services on a hybrid fixed-mobile-broadcast basis via the SWANSat System to the Signatory Sovereign Nation State, to its citizens and, where applicable, to deliver such ICT services within and beyond the shore of Lake Victoria that lie within the territorial claims of the Signatory Sovereign Nation State (hereafter, the "Landing Rights") is hereby RECOGNIZED and GRANTED.
2. By entering into this *Memorandum*, no further grant or other license shall be necessary nor need to be sought by the Operator from the Signatory Sovereign Nation State itself with respect to the Operator's operation of the SWANSat System for provision of ICT services to the Signatory Sovereign Nation State, except to the extent that frequency coordination, confirmation of frequency assignments, and other notifications may be required to be filed before the International Telecommunication Union (hereafter, the "ITU") on behalf of the Operator, on behalf of the Host Country, or on behalf of any other Host Country or Host Countries that may license the SWANSat System for operation in the future.
3. If the Signatory Sovereign Nation State is a member of the African Union, the Parties agree that the Signatory Sovereign Nation State's recognition and grant of the Landing Rights shall be construed as participation by the Parties in a joint EXPERIMENTAL PILOT PROGRAM between the Parties and the SWANSat System that is intended to demonstrate that creation and management of a central, unified authority for coordination of ICT vetting and authorization processes is in the best interest of the African Union and its Member States, and that the Parties possess authority to conduct said pilot program in full conformance to its discretionary authority as described in this *Memorandum*.
4. The license period for the Landing Rights shall commence on the later of the two signature dates set forth on page eight, hereto, on which this *Memorandum* will have been signed by the Parties hereto and shall continue in full force and effect for the duration of operation of the SWANSat System and for all renewals of the Operator's license issued by its Host Country or by any other Host Country or Host Countries that may license the SWANSat System for operation in the future.

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5. At the sole and exclusive option of the SWANsat System, the SWANsat System may transfer its license to operate described in this *Memorandum* to reside with any other ITU member state or member states as its host nation(s).
6. To the extent that, prior to the Operator's placement into operation of its SWANsat System, the Operator contracts with a third party provider of telecommunication services (hereafter, the "Supplemental Services") via a ground-based provider of Supplemental Services or via satellite-based provider of Supplemental Services, utilizing electromagnetic frequency spectra including frequencies other than the frequency licensed to the Operator, for the purpose of undertaking pre-launch testing of the Operator's business models, for the purpose of provision of certain limited pre-launch operations necessary for demonstrating the feasibility of the SWANsat System, and/or for pre-launch and post-launch delivery of back haul ground-originated services to the SWANsat System spacecraft via ground-based towers, all such Operator's contracts with such third party providers shall be considered to be authorized and granted pursuant to the authorization provisions contained in this Memorandum. All licenses to operate needed or required to be provided to such third party providers for delivery of the Supplemental Services are hereby RECOGNIZED and GRANTED.
7. In order to facilitate, foster, and encourage the delivery of low-cost SWANsat System services to the Signatory Sovereign Nation State and to its citizens, the Signatory Sovereign Nation State hereby consents and agrees that the Landing Rights herein RECOGNIZED and GRANTED shall never be subject to restriction, taxation, excise taxes, license fees, landing rights fees, national users fees, regional users fees, local users fees, or municipal user fees, taxes, assessments, or tariffs of any kind, import or export duties, import or export tariffs, import or export fees, licenses to transport equipment, fee-based licenses to operate, or any other financial charge assessed or collected by the Signatory Sovereign Nation State or by its citizens
  - A. for any operations or services (specifically including, but not limited to fees, per-minute charges, taxes, or other tariffs of any kind for linkage of Voice over Internet Protocol [VoIP] data and/or connections to the Public Switched Networks of the citizens) for the life of the license granted hereby, including any renewals thereto; and
  - B. with respect to the Operator's wholesale and/or end user customers (specifically including, but not limited to delivery of Internet connections, delivery of email services, delivery of Voice over Internet Protocol [VoIP] data, and/or connections to the Public Switched Networks of the citizens) for the life of the license granted hereby, including any renewals thereto; and
  - C. for import, transit, or delivery of Earth Stations, terminals, or other hand sets capable of receiving signals from and/or transmitting signals to the SWANsat System for the life of the license granted hereby, including any renewals thereto.
8. The Parties to this *Memorandum* agree that the Operator may utilize the license RECOGNIZED and GRANTED pursuant to this *Memorandum* to facilitate funding of the Operator's SWANsat System, including hypothecating the license or otherwise offering the license as collateral to obtain the approximately USD\$50 billion needed to fund the SWANsat System.

**ARTICLE V GRANT OF VIDEO CAPACITY**

1. The Operator hereby GRANTS to the educational and health ministries of the Signatory Sovereign Nation State broadcast video capacity (hereafter, the "Video Capacity") on board the Operator's planned SWANsat System sufficient to provide carriage of educational video to the school systems of Signatory Sovereign Nation State and carriage of telemedicine video for provision of telemedical services by the health ministries of Signatory Sovereign Nation State.
2. The number of video channels comprising the Video Capacity to be utilized by Signatory Sovereign Nation State is ONE HUNDRED (100).

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3. In order to facilitate, foster, and encourage the delivery of low-cost SWANsat System services by the Signatory Sovereign Nation State to its citizens, the Operator hereby consents and agrees that:
  - A. the Video Capacity herein GRANTED shall never be subject to fees or any other monetary levies by the Operator for the life of the Landing Rights license granted hereby, including any renewals thereto; and
  - B. the Signatory Sovereign Nation State itself, may give away, sell, lease, rent, lend, bequeath, or otherwise convey WITHOUT RESTRICTION OR PROHIBITION OF ANY KIND any excess or unused portion of the Video Capacity to ANY of its citizens or to any business operating within the territory of the Signatory Sovereign Nation State.
4. The Operator shall provide ONE (1) fully operational broadcast/receiver earth station and ONE (1) fully operational broadcast/receiver earth station spare (collectively hereafter referred to as “the Earth Stations”) to the educational ministries and health ministries of the Signatory Sovereign Nation State for EACH of the video channels operated by the Signatory Sovereign Nation State. The Earth Stations shall be delivered, shipping and handling pre-paid by the Operator, to such address or addresses as shall be designated in a future notice to be delivered to the Operator by the Signatory Sovereign Nation State.
5. The Signatory Sovereign Nation State shall designate the number of video channels to be reserved for its use at any time PRIOR to ONE HUNDRED AND TWENTY (120) DAYS before the Operator commences SWANsat System services to the Signatory Sovereign Nation State.
6. By entering into this *Memorandum*, the Signatory Sovereign Nation State agrees not to grant landing rights for any other operator providing ICT services similar to SWANsat via the W-band both for the duration of this *Memorandum* and for the duration of the License to Operate issued to the Operator by the Host Country pursuant to the Notice and any extensions thereto.

**ARTICLE VI COOPERATIVE COVENANTS**

**A. INTENTION TO COMPLEMENT, NOT REPLACE, EXISTING ICT TECHNOLOGIES**

1. Nothing in this *Memorandum* and/or in any other instrument of Agreement between the Parties hereto shall be interpreted to be an attempt by either Party hereto to replace, attempt to replace, to circumvent, or to attempt to circumvent any existing or planned providers and/or suppliers of ICT services to the Signatory Sovereign Nation State or to any of its citizens.
2. It is the intention of the Parties that all ICT Services provided by Operator to the Signatory Sovereign Nation State and/or to any of its citizens be provided, on a wholesale and/or re-branded basis through existing local providers whose venues are located in the Signatory Sovereign Nation State, so that local economies of the Signatory Sovereign Nation State are supported by the SWANsat System in a manner consistent with the sustainable development objectives of the *Millennium Declaration* and the *Ministerial Declaration*.

**B. NO PROHIBITIONS ON WHOLESALE OR REBRANDING**

In order to facilitate, foster, and encourage participation by government-owned and private-sector telecommunications within the SWANsat System business model, the Signatory Sovereign Nation State shall never prohibit the Operator from providing services on a wholesale or rebranding basis to ICT service providers, other land-based telecommunication service providers, to other end users, or to other customers who reside in the Signatory Sovereign Nation State. Furthermore, the Signatory Sovereign Nation State shall not prohibit any of its ICT service providers, other land-based telecommunication service providers, other end users, or other customers in the Signatory Sovereign Nation State from obtaining services on a wholesale or rebranding basis from the Operator.

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**C. COMPLIANCE WITH APPLICABLE REGULATIONS**

Authority for SWANsat to operate within the borders and, where applicable, within or beyond the off-shore territorial waters of the Signatory Sovereign Nation State is specifically and irrevocably conditioned on the Operator at all times remaining compliant with the fixed, mobile, broadcasting, internet, and internet security regulations (hereafter, the “Regulations”) of the Signatory Sovereign Nation State to the extent that such Regulations do not conflict with the *Rules* of the ITU or with the *Rules for Operation of Space Stations in the W-band* issued by the Host Country.

**D. COMPLIANCE WITH LOGAN ACT AND ITAR**

Nothing in this *Memorandum* and/or in any other instrument of Agreement between the Parties hereto shall be interpreted to be an attempt by either Party hereto to violate, attempt to violate, to circumvent, or to attempt to circumvent any of the provisions of the Logan Act of the United States of America, which states in pertinent part:

**§953. Private correspondence with foreign governments.** Any citizen of the United States, wherever he may be, who, without authority of the United States, directly or indirectly commences or carries on any correspondence or intercourse with any foreign government or any officer or agent thereof, with intent to influence the measures or conduct of any foreign government or of any officer or agent thereof, in relation to any disputes or controversies with the United States, or to defeat the measures of the United States, shall be fined under this title or imprisoned not more than three years, or both.

This section shall not abridge the right of a citizen to apply himself, or his agent, to any foreign government, or the agents thereof, for redress of any injury which he may have sustained from such government or any of its agents or subjects.

— 1 Stat. 613, January 30, 1799, codified at 18 U.S.C. § 953 (2004).

Nothing in this *Memorandum* and/or in any other instrument of Agreement shall be interpreted to be an attempt by either Party hereto to violate, attempt to violate, to circumvent, or to attempt to circumvent any of the provisions of that certain set of United States government regulations commonly referred to as the *International Traffic in Arms Regulations* (ITAR).<sup>1</sup> In the event that a dispute arises between the Parties or any of the Parties are accused of violating the Logan Act of the United States of America or ITAR, the Parties hereto agree to submit the matter for adjudication before the World Court or such other independent adjudication service as may be jointly appointed by the Parties hereto with their consent.

**E. FREEDOM OF ENTRY, EXIT, AND ACTION; IMMUNITIES OF OFFICIALS**

1. By signing this *Memorandum*, the Signatory Sovereign Nation State hereby consents and agrees that the Operator shall enjoy autonomy and freedom of action lawfully to achieve the objectives of described in this *Memorandum*. The Signatory Sovereign Nation State shall appoint an individual who shall bear all authority needed to carry out the provisions and duties of this *Memorandum*.

2. The privileges and immunities granted in this *Memorandum* are established solely to ensure that in all circumstances the freedom of action of the Operator and the complete independence of the persons in fulfilling their duties with respect to SWANsat.

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<sup>1</sup> The full text of ITAR (Title 22—Foreign Relations, Chapter 1—Department of State, Subchapter M—International Traffic in Arms Regulations, parts 120-130, of the Code of Federal Regulations) is at [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=a5d12a23a5dfe0e4495181703bdae79a&c=ecfr&tpl=/ecfrbrowse/Title22/22cfrv1\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=a5d12a23a5dfe0e4495181703bdae79a&c=ecfr&tpl=/ecfrbrowse/Title22/22cfrv1_02.tpl) and is incorporated by reference herein as if set forth in full at this point.

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3. Furthermore, the privileges and immunities granted in this *Memorandum* may be expanded and clarified by additional provisions declared and described in future *Notes Verbale and Memorandums of Understanding*.
4. Nothing in the Agreement shall affect the right of the Signatory Sovereign Nation State to apply all appropriate safeguards in the interests of the security of the Signatory Sovereign Nation State. Should the Signatory Sovereign Nation State consider it necessary to apply the provisions in this paragraph of this article, it shall, as promptly as circumstances permit, establish contact with the Operator in order to decide jointly upon such measures as may be necessary to protect the interests of the Signatory Sovereign Nation State.
5. Any abuse of these privileges for the violation of law observed by the Signatory Sovereign Nation State shall be reported to the Operator for immediate action.
6. The Operator and the Signatory Sovereign Nation State authorities shall cooperate to facilitate the satisfactory administration of justice and to prevent any abuse of the privileges, immunities, facilities and exemptions provided in the present agreement.
7. The Operator shall have authority to waive any immunities granted by this Article without prejudicing the interests of Operator.
8. In addition to the immunities detailed below in this Article, senior officials and their dependants who are designated by the Operator shall enjoy such privileges and immunities, exemptions and facilities as are granted to diplomatic agents in accordance with the law of nations and international custom and shall be entitled upon request by the Operator to a diplomatic passport issued by the Signatory Sovereign Nation State.
9. Signatory Sovereign Nation State shall provide all necessary diplomatic privileges and rights to individuals identified by the Operator to enable their worldwide unhampered freedom of movement with their belongings, their self-expression, their self protection, their privacy, their absolute freedom to hold meetings and make decisions, their liberties including their liberty to create and to lawfully exchange or dispose of their property.
10. The Signatory Sovereign Nation State shall not, on account of the activities of the Operator on its territory assume any international responsibility for acts or omissions of any official, employee, or agent of the Operator.
11. The Signatory Sovereign Nation State shall take all the necessary steps to facilitate the entry into, departure from and residence in the Signatory Sovereign Nation State of all persons, irrespective of their nationality, who are to attend the Operator in an official capacity, namely:
  - i. Employees, officials and senior officials of the Operator, including their spouses and children; and,
  - ii. Invited persons or experts who attend the Operator in an official capacity;
12. Accordingly, officials of the Operator and invited experts or guests of the Operator shall enjoy while carrying out their duties and engaged under contract or invitation by the Operator the following privileges and immunities;
  - i. Immunity from arrest or imprisonment and immunity from search or seizure of their baggage, save for acts carried out in the discharge of their duties, including words spoken, written, or broadcast in any medium; and,
  - ii. Exemption for themselves, their spouses, and their children from any immigration restrictions, from any formalities concerning the registration of aliens, from any mandatory education, health or other mandatory requirements and from any obligations relating to national service or military service; and,

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- iii. The right to use codes or cryptographic methods in communications or to receive or send documents or correspondence by means of couriers or diplomatic bags.

**F. CORRECTIVE MEASURES**

If at any time the Operator is found to be in NON-COMPLIANCE with the Regulations to the extent that such non-compliance does not conflict with the *Rules* of the ITU or with the *Rules for Operation of Space Stations in the W-band* issued by the Host Country, the Operator shall be given NINETY (90) days written notice to come into compliance with the Regulations. If, at the end of the NINETY (90) days, the Operator has failed to come into compliance with the Regulations, the Landing Rights granted hereby may be RESCINDED.

**ARTICLE VII AUTHORIZATIONS TO PROCEED**

1. By setting forth our signatures below, each Party to this *Memorandum* hereby warrants that it is duly and legally authorized to enter into this *Memorandum*, hereby intends to be bound by the terms of this *Memorandum*, and hereby authorizes the other Party to proceed with all due diligence to carry out the terms and conditions of this *Memorandum*.
2. Each Party hereto authorizes the other Party to utilize its graphic images, logos, descriptive devices, and other such devices for the purposes of promotion, good will, and public relations concerning this *Memorandum*.
3. Each Party hereto retains the right to assign its participation rights and responsibilities set forth in this *Memorandum* to a successor-in-interest designated by the assigning Party in the event the assigning Party elects to change its venue or domicile of organization or incorporation.
4. Photocopy images, facsimile images, and electronic copies of this *Memorandum*, including Adobe Acrobat PDF copies bearing digital signatures or electronic images of the signatures placed by the Parties hereto, shall be accepted as genuine wet signature originals for the purposes of document authentication.

FOR: SWANSat Holdings, LLC

FOR: Signatory Sovereign Nation State

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William P. Welty, Ph.D.  
Manager  
SWANSat Holdings, LLC  
13111 Downey Avenue  
Paramount, CA 90723 USA  
Telephone: +1 562 529 2789  
Mobile: +1 714 519 4040  
Fax: +1 208 567 3898  
Email: [william.welty@swansat.com](mailto:william.welty@swansat.com)

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[Signer]  
[Position]  
[Signatory Sovereign Nation State]  
[Address]  
[Address]  
Telephone 1: [TBD]  
Telephone 2: [TBD]  
Fax: [TBD]  
Email: [TBD]

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