

**DEMAND FOR DISCLOSURE OF LITIGATION FINANCING  
ARRANGEMENTS AND COUNSEL RETAINER TERMS**

**To:** Braden K. Ball, Jr., Esq., Counsel for Plaintiffs

**Cc:** DeepGulf, Inc. Board of Directors

**From:** Marc Moszkowski, largest Shareholder (~50%) and Director of DeepGulf, Inc.

**Date:** May 5, 2025

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**Re: Request for Disclosure of Corporate Legal Financing, Retainer Agreements, and Shareholder Loans in Case No. 2018 CA 000543**

Dear Mr. Ball,

This formal demand is issued in my capacity as a ~50% shareholder of DeepGulf, Inc., and in light of your recent representations before the Court and in filed documents that both Plaintiffs—DeepGulf, Inc. and Toke Oil and Gas, S.A.—"have no monetary assets" and are therefore, for "all practical purposes," as indigent as Defendant.

You further stated that the costs of litigation, including attorney's fees and mediator expenses, are being covered through shareholder loans.

In accordance with my rights under Florida corporate law and the governing By-Laws of DeepGulf, Inc., I hereby demand the following:

1. **A copy of any and all retainer agreements or engagement letters** entered into between DeepGulf, Inc. and/or Toke Oil and Gas, S.A. and yourself or your firm;
2. **An accounting of all payments** received by you or your firm from DeepGulf, Inc. and/or Toke Oil and Gas, S.A., or from any person acting on their behalf;
3. **The identity of the shareholder(s)** providing litigation funding, the amount of any such loans, or other contributions regardless of form, the dates disbursed, and the terms (including repayment schedule, interest, and security, if any);
4. **Documentation reflecting Board authorization or resolution** approving the engagement of counsel, the acceptance of shareholder loans, and the use of such funds to finance or support any legal actions or motions undertaken in the name of the Plaintiffs;
5. **A formal explanation of how the Plaintiffs' admitted access to funding from shareholders** qualifies them as "indigent," given that corporate entities by law have the ability to raise capital, and in this case clearly have done so;
6. **A statement confirming whether you, Mr. Ball, are operating under a pro bono, contingency, or hybrid fee structure**, and whether any portion of your services is being provided with the expectation of payment from eventual recovery or from funds owed to the Defendant as a creditor.

It is of particular concern that:

- You are prosecuting this action against a shareholder and creditor to whom DeepGulf, Inc. owes in excess of \$1 million;

- You have knowingly accepted funds from other shareholders to finance this action, while DeepGulf has refused to reimburse the Defendant for verified corporate expenditures and unpaid salaries;
- These actions may constitute breach of fiduciary duty, misapplication of corporate funds, and material omission of information from a co-owner of the Plaintiff entity.

Accordingly, this demand is made not only for purposes of transparency, but also to preserve my rights as shareholder and Director, to protect the legal integrity of the litigation, and to prepare the record for potential derivative claims, motions to disqualify counsel, or motions for sanctions based on unauthorized and ultra vires actions.

Please respond within ten (10) days of the date of this letter. Failure to do so may be interpreted as further evidence of concealment and will be addressed in the appropriate forum.

Respectfully,

**Marc Moszkowski**

Pro Se Defendant and Shareholder

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Le Verdos

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