

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

DEEPGULF, INC. and
TOKE OIL AND GAS, S.A.,
Plaintiffs,
vs.
MARC M. MOSZKOWSKI,

Case No.: 2018 CA 000543

Division:

Defendant.

**PLAINTIFFS' RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY
JUDGMENT**

Plaintiffs, by and through undersigned counsel, hereby respond to Defendant's Motion for Summary Judgment and state as follows:

RESPONSE TO STATEMENT OF UNDISPUTED MATERIAL FACTS

1. In Paragraph 1 of Defendant's Statement of Undisputed Material Facts, Defendant alleges that Defendant and Rustin Howard agreed to form a company with "Rustin Howard to fund it." According to Mr. Howard's affidavit which is filed simultaneously with this Response, there was never any discussions that he would agree to fund the corporation. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 2].

2. In Paragraph 3 of Defendant's Statement of Undisputed Material Facts, Defendant asserts that there was an agreement wherein Defendant agreed to perform certain work for Plaintiffs in exchange for reasonable compensation. On or about September 28, 2012, Mr. Howard had a conversation with Defendant regarding payroll accruing, but not paying it until DeepGulf, Inc. had funds. An Executive Order on salaries memorialized this conversation and was attached as Exhibit "B" to Mr. Howard's Affidavit filed on September 6, 2024. Furthermore, in accordance with that affidavit, Mr. Howard attended a Board of Directors meeting on January 5, 2016,

whereby the Defendant agreed that he would not claim pre-revenue expenses if the company would give him backpay for unaccrued salary after the company secures revenue or investor capital.

3. In Paragraph 5 of Defendant's Statement of Undisputed Material Facts, Defendant asserts that the owners and directors of Toke Oil and Gas, S.A. were Defendant, Vicente Ximenes, and Ernesto Gino Favaro. However, the September 5, 2024 affidavit of Rustin Howard states that the founders of Toke Oil and Gas, S.A. were actually VoGue Lda. Company, Hali Groups S.A. Company and Marc M. Moszkowski.

4. In Paragraph 7 of Defendant's Statement of Undisputed Material Facts, the Defendant's state that Gino Favaro and Vicente Ximenes received together \$959,764.22. It appears from the spreadsheets provided to Plaintiffs in discovery that payments were actually made to Mr. Ximenes, Mr. Favaro and Hali Group S.A. The Spreadsheets are attached as Exhibit "A."

5. In Paragraph 8 of Defendant's Statement of Undisputed Material Facts, the Defendant states that Toke was in charge of all activities, from contract negotiation to the last payment, through the execution of the contracts. However, Rustin Howard was led to believe by Marc M. Moszkowski that DeepGulf was involved in operations as DeepGulf employed Marc M. Moszkowski to be its Project Manager. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 6].

6. In Paragraph 9 of Defendant's Statement of Undisputed Material Facts, the Defendant states that DeepGulf was not involved in operations, only in fund raising. Rustin Howard was in charge of raising capital for DeepGulf. DeepGulf disputes these "facts" as described in Rustin Howard's Affidavit [Affidavit of Rustin Howard dated February 6, 2025, ¶ 8].

7. In Paragraph 10 of Defendant's Statement of Undisputed Material Facts, the Defendant's state that Vicente Ximenes never received the \$100,000 he was owed. DeepGulf

disputes this “fact” as described in Rustin Howard’s Affidavit [Affidavit of Rustin Howard dated February 6, 2025, ¶ 10].

8. In Paragraph 12 of Defendant’s Statement of Undisputed Material Facts, Defendant states that Defendant was informed about all salaries paid by Toke to Defendant, including but not limited to an email by Defendant dated March 6, 2014, which is attached to Defendant’s Motion for Summary Judgment as Exhibit “F.” Exhibit “F” is a document in what appears to be the French language. No message was sent by Defendant with the email which would explain the contents therein or the purpose of sending said email. Mr. Howard does not write, read or speak French and did not understand what was contained in the email. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 3].

RESPONSE TO ARGUMENT

I. Defendant is not Entitled to Summary Judgment as to Count I of Plaintiffs’ Complaint, Injunctive Relief—Intellectual Property and Developments and Business Opportunities

In Defendant’s Deposition conducted on July 17, 2019, Defendant unequivocally admitted that the patents described in Paragraph 16(b) through 16(e) of Plaintiff’s Complaint are owned by Plaintiff, DeepGulf, Inc. as alleged by Plaintiffs. [Deposition of Marc Moszkowski dated July 17, 2019, Page 57, Line 1 – Page 57, Line 19].

In Defendant’s Deposition, he further testified that the patent described in Paragraph 16(a) of Plaintiffs’ Complaint “is questionable” as to whether or not it is owned by DeepGulf and his sole reasoning is that he had not been paid salary during the time when the patent was filed [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 53, Line 7 – Page 56, Line 25]. Also, he admitted in his testimony that he did not have any formalized security arrangement with

DeepGulf regarding this patent [Deposition of Marc Moszkowski dated July 17, 2019, Page 55, Line 16 – Page 55, Line 20].

On September 15, 2005, Defendant executed a NONCOMPETITION, NONDISCLOSURE AND DEVELOPMENTS AGREEMENT with Plaintiff. [Affidavit of Rustin Howard dated September 5, 2024 ¶ 6; Deposition of Marc M. Moszkowski dated July 17, 2019, Page 47, Line 13-15 and Exhibit “B” attached hereto]. The first paragraph states:

“In consideration of my services or continued services as an employee, officer, director, or consultant (such services is described herein as maintaining or being involved in a “Business Relationship”) of DeepGulf, Inc. and any of its subsidiaries, divisions, or affiliates (the “Company”), I hereby agree as follows: ”

During all times pertinent to this case Defendant has been and still is a director and has thus maintained this Business Relationship keeping the agreement in force. The agreement is not contingent upon the independent agreement that Marc M. Moszkowski be paid a salary.

This claim by Defendant is analogous to one party breaching a contract and that breach excusing an independent covenant in a contract. A material breach to excuse performance only occurs when a party breaches “mutually dependent covenant[s] in a contract, and does not occur when a contract is composed of independent covenants.” Gilbert & Caddy, P.A. v. JP Morgan Chase Bank, N.A., 193 F.Supp.3d 1294 (S.D. Fla. 2016) (citing to Mizner Land Corp. v. Abbott, 175 So. 507 (1937)). A dependent covenant “is one that depends on the prior performance of some act or condition.” Id. (citing to Seybold v. Nicholson USA Properties, LTD., 890 So.2d 351 (Fla. 5th DCA 2004)). In the present case, Defendant executed a Non-Compete Agreement which stated that all Developments were owned by DeepGulf, Inc. [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 47, Line 13 - 15 and Exhibit “A”]. His claim that he was owed salary is

completely independent of the Non-Compete Agreement and cannot be a basis for Defendant's claim that the patent described in Paragraph 16(a) is somehow not owned by DeepGulf, Inc.

Paragraph 16(f) of Plaintiff's Complaint states "It is believed that there are other inventions and / or patentable ideas or methods which have not been disclosed yet to DeepGulf." In Defendant's Deposition, Defendant at first refused to respond to the questions regarding other patents [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 60, Line 2 – Page 62, Line 11]. Later in the Deposition, Defendant testified regarding further inventions that he had not disclosed to DeepGulf until that point [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 108, Line 1 – Page 111, Line 3].

Pursuant to Rule 1.510(c)(1), Florida Rules of Civil Procedure, "a party asserting that a fact cannot be...disputed must support the assertion by...citing to particular parts of materials in the record, including depositions..." (emphasis added). Defendant admitted under oath that the patents described in Paragraph 16(b) through 16(e) of Plaintiffs Complaint are owned by DeepGulf. He further admitted that there were other inventions which existed which were owned by DeepGulf, as Plaintiffs alleged in Paragraph 16(f) of its Complaint. It is obvious that Defendant's summary judgment should be denied when Defendant readily admits under oath the factual allegations of the Complaint that support the claim being made by Plaintiffs.

All of the patents are subject to the provisions of the Non-Compete Agreement. [Deposition of Marc M. Moszkowski dated July 17, 2019, Exhibit "A"]. Therefore, Defendants Motion for Summary Judgment should be denied.

II. Defendant is not Entitled to Summary Judgment as to Count II of Plaintiffs' Complaint, Breach of Non-Competition Agreement

Defendant argues that the agreement is invalid as it is unenforceable and unacceptable under Florida law. Then, Defendant cites to Partylite Gifts, Inc. v. MacMillan, 895 F.Supp.2d 1213 (M.D. Fla. 2012) for the proposition that since the non-compete agreement fails to contain any geographic limitation, that such an agreement is “unacceptable and unenforceable.”

If a person seeking enforcement of a restrictive covenant establishes prima facie that the restraint is reasonably necessary, the person opposing enforcement has the burden of establishing that the contractually specified restraint is overbroad, overlong, or otherwise not reasonably necessary to protect the established legitimate business interest or interests. Section 542.335(1)(c), Florida Statutes.

A careful reading of Section 542.335, Florida Statutes, which governs non-compete agreements shows that the argument presented by Defendant cannot support Defendant’s Motion for Summary Judgment. Section 542.335(b)(1) and (2) define “legitimate business interests” which would justify the restrictive covenant. Those subsections state that “legitimate business interests” includes “[t]rade secrets, as defined in s. 688.002(4)” and “[v]aluable confidential business or professional information that otherwise does not qualify as trade secrets.” Another subsection, not applicable to the facts in this case, Section 542.335(b)(4)(b) includes “customer, patient or client goodwill associated with a **specific geographic limitation**.” Partylite Gifts involved a company which sold candles and related home products to consumers through a “home party plan” method of direct sales. In the present case, DeepGulf’s business involves newly patented technology which is unique and whose customers base is found worldwide, but are extremely limited in number. DeepGulf believes it could possibly do business in East Timor, Australia, Indonesia, Korea, Brazil, the Mediterranean, the Baltic, and the Gulf of Mexico. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 4]. The legitimate business interest which

DeepGulf was attempting to protect is either a trade secret or valuable confidential business or professional information that otherwise does not qualify as a trade secret. It was not trying to protect customer goodwill associated with a specific geographic location as the company in Partylite Gifts was attempting.

Second, Defendant argues that Plaintiffs' breach of contract claim is barred by the statute of limitations. Had that been asserted as an Affirmative Defense, Plaintiffs assert the defense of fraudulent concealment as to the statute of limitations defense raised by Defendant in his Motion. DeepGulf, Inc's position is, and the evidence supports the fact that the statute of limitations was tolled because Defendant fraudulently concealed his breach of contract from Deepgulf, Inc. Fraudulent concealment is a proper theory to toll the statute of limitations in a case involving a breach of contract. Allapattah Services, Incorporated v. Exxon Corporation, 333 F.3d 1248 at 1262-1263 (11th Cir. 2003). Defendant's Motion for Summary Judgment addresses the issue of whether or not Plaintiff knew of the claim which is a different defense than fraudulent concealment by the Defendant, which is the defense Plaintiffs raise in this case.

Defendant has acted to fraudulently conceal the fact that he made money from Toke Oil and Gas, S.A. during the 2010-2011 time periods. It was always the Defendant's intent to find a way to leave DeepGulf, Inc. to form a new company to compete with DeepGulf using its technology or work for a competitor to bring projects to fruition not for the benefit of DeepGulf, Inc. [Affidavit of Rustin Howard dated September 5, 2024, ¶ 7-9].

An opportunity came to DeepGulf, Inc. in 2007 in East Timor [Affidavit of Rustin Howard dated September 5, 2024, ¶ 10; Deposition of Marc M. Mozskowski dated July 17, 2019, Page 65, Line 21 – Page 66, Line 22]. Rustin Howard relayed that inquiry to the Defendant [Affidavit of Rustin Howard dated September 5, 2024, ¶ 11]. At the same time, the potential customer had

contacted DeepGulf, Inc. through the DeepGulf, Inc. website which was received by the Defendant [Affidavit of Rustin Howard dated September 5, 2024, ¶ 12]. On or around October 15, 2007, Marc M. Moszkowski went to East Timor to investigate the opportunity, in his capacity as Director and Officer of DeepGulf, Inc. [Affidavit of Rustin Howard dated September 5, 2024, ¶ 13]. Marc M. Moszkowski also requested reimbursement from DeepGulf, Inc. for this travel expenses. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 6].

Upon returning from East Timor, on February 2, 2008, at a DeepGulf, Inc. Board Meeting, Defendant gave information regarding the potential for pipeline operation in East Timor following his recent time spent researching the project. He informed the Board, and adamantly still maintains, it would not be possible to do business in East Timor as a US corporation. Based upon these representations, the Board discussed solutions including the creation of a DeepGulf, Inc. subsidiary company in East Timor. [Affidavit of Rustin Howard dated September 5, 2024, ¶ 14]. Subsequently, in East Timor, Defendant established Toke Oil and Gas, S.A. and made himself and two other companies an owner rather than DeepGulf, Inc. [Affidavit of Rustin Howard dated September 5, 2024, ¶ 15-16]. Defendant led the Board of DeepGulf, Inc. to believe that he established and was holding Toke Oil and Gas, S.A. in his name for the benefit of DeepGulf, Inc., and that it would have been reckless to hold that interest in DeepGulf, Inc.'s name. [Affidavit of Rustin Howard dated September 5, 2024, ¶ 19]. While Defendant was in East Timor, Rustin Howard attempted to travel to East Timor; however, Defendant told Rustin Howard it was too dangerous for him to go to East Timor among other reasons. No other DeepGulf, Inc. employee or Director ever traveled to East Timor. [Doc. 140, ¶ 21].

Later, Defendant further informed Rustin Howard via email on November 27, 2012 that Toke paid DeepGulf for Defendant's services as Project Manager. [Affidavit of Rustin Howard

dated February 6, 2025 ¶ 5 and Exhibit “A”]. However, Mr. Moszkowski testified when asked “what was the work that was done by DeepGulf to garner these payments?” he responded “None.” When pressed with the question “They were just paid for no work at all?”, he said “Yes.” [Deposition of Marc M. Moszkowski dated October 21, 2019, Page 14, Line 3 – 7].

Later, when asked how the payments that were made by Toke Oil and Gas, S.A. to DeepGulf were calculated, Defendant stated that DeepGulf, Inc. was a ten percent commission earned for “no particular reason.” [Deposition of Marc M. Moszkowski dated October 21, 2019, Page 14, Line 19 – Page 15, Line 10]. Defendant’s testimony in 2019 evidences that although he represented to Rustin Howard on June 13, 2012 that Toke paid DeepGulf for his services as project manager, that in actuality, DeepGulf was paid for no particular reason. What has been determined from Defendant’s testimony is that Defendant was, unknown to DeepGulf at the time, acting as project manager directly for Toke Oil & Gas, S.A. [Deposition of Marc M. Moszkowski dated October 21, 2019, Page 35, Line 16 – 21] and getting paid handsomely for it [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 95, Line 11–19].

In sum, Defendant fraudulently concealed that he was getting paid by Toke Oil & Gas, S.A. when he told Rustin Howard on November 27, 2012 that Toke paid DeepGulf for his services as Project Manager¹, when, in fact, the Defendant was being paid as a project manager directly by Toke Oil and Gas, S.A.

Defendant’s fraudulent concealment of information from DeepGulf, Inc. does not end there. On November 29, 2017, Defendant sent his friend, William Lott, Jr., an email which is attached to this Response as Exhibit “C.”² The email discusses payments that were made from

¹ At the time, Defendant was also receiving a salary from DeepGulf, Inc. [Affidavit of Rustin Howard dated September 5, 2024, ¶ 22]

² This email was received in the course of discovery during this litigation while in federal court and only after various Motions to Compel.

Toke Oil and Gas, S.A. to various individuals and entities. Defendant is still concealing information from DeepGulf, Inc.'s Chairman of the Board, Rustin Howard. Defendant says "I just refuse to give Rus what he wants" and described the email as **"FOR YOUR EYES ONLY, PLEASE DO NOT FORWARD. THIS IS HOW SALARIES WERE PAID. I WANT RUS TO SWEAT FOR THIS INCONSEQUENTIAL BREAK-UP"** (emphasis supplied). Importantly, this email shows his refusal to provide information to Mr. Howard, just weeks before receiving the initial Civil Theft warning letters [First Amended Complaint, Exhibits B and C]. The Defendant did not want the Chairman of the Board of DeepGulf to be made aware of how monies were paid. It is evident that even the Defendant believed as of November 29, 2017 that DeepGulf's Chairman of the Board was not aware of the monies paid to him by Toke Oil and Gas, S.A. He wanted to keep it that way by fraudulently concealing that information from him. Plaintiffs did not know until the discovery phase of this litigation how payments made to Toke's directors and owners were broken down.

Furthermore, on January 5, 2018, the Defendant sent an email to William Lott, which email was also first revealed to Plaintiffs in the discovery phase of this litigation. The email is attached hereto as Exhibit "D" and states in pertinent part "I doubt they are dumb enough to believe that I could have received \$1,000,000 from toke but for as long as I don't send them the documentation they can pretend to think that I received the money which buys time for Rus..." (emphasis added). Furthermore, the email states, "You could say that I could send them the documentation, but I don't think it can prove anything..." (emphasis added). Finally, the email says, "The documentation consists of Excel spreadsheets." (emphasis added). So, even as of early 2018, Defendant was scheming to keep spreadsheets containing Toke Oil & Gas, S.A. financial information from DeepGulf, Inc. Therefore, Defendant's Motion for Summary Judgment

should be denied.

III. Defendant is not Entitled to Summary Judgment as to Counts III-IV of Plaintiffs' Complaint, Civil Theft

Defendant claims that Plaintiffs have not proven, and cannot show proof that payments to Defendant was “knowingly obtaining or using Plaintiff’s property.” Plaintiffs overall theory as described in Rustin Howard’s affidavit is that an opportunity came to DeepGulf, Inc. to perform work in East Timor, Defendant went to East Timor to pursue that opportunity as President of DeepGulf, Inc., and Defendant deceived DeepGulf, Inc. by stating that he was holding the interest in Toke Oil and Gas, S.A. for the benefit of DeepGulf, Inc. Moreover, DeepGulf, Inc. was never paid any distributions by Toke Oil and Gas, S.A., while other shareholders were, but DeepGulf, Inc. was only paid a ten percent commission [Deposition of Marc M. Moszkowski dated October 21, 2019, Page 14, Line 19 – Page 17, Line 16]. Additionally, Defendant’s email dated November 27, 2012 shows that Defendant represented that Toke had paid DeepGulf, Inc. for Defendant’s services as project manager; however, Defendant’s deposition testimony reveals that he was actually acting as a project manager for Toke and justified the payments received that way [Deposition of Marc M. Moszkowski dated October 21, 2019, Page 33, Line 8 – Page 35, Line 21]. Since the opportunity was DeepGulf’s opportunity and the Non-Compete Agreement³ restricted Defendant from engaging in business or activity in competition with that of DeepGulf, Inc., DeepGulf owned the intangible interest in its business venture in East Timor. The measure

³ Paragraph 1 of the Noncompetition, Nondisclosure and Developments Agreement provides as follows: During the period of my business relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reason or reasons for my termination, I shall not, alone or as a consultant, partner, officer, director, employee, joint venture lender or stockholder of any entity, (a) accept employment with any business or entity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed, or sold by the Company, or (b) engage in any business or activity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed, or sold by the Company.

of damages is the \$345,000 received by Defendant and the \$959,000 that went to other shareholders and directors of Toke Oil and Gas, S.A.

Under Florida law, actions for conversion may properly be brought for a wrongful taking of intangible interests in a business venture. Portionpac Chemical Corp v. Sanitech Systems, Inc., 217 F.Supp.2d 1238 at 1252 (M.D. Fla. 2002); In re Corbin's Estate, 391 So.2d 731 (Fla. 3d DCA 1980); In re Aqua Clear Technologies, Inc., 361 B.R. 567 (Bankr. S.D. Fla. 2007). In the present case, there was a Noncompetition, Nondisclosure and Developments Agreement, whereby the Defendant agreed to not "accept employment with any business or entity that is in competition with the products and services being conceived, designed developed, manufactured, marketed, distributed or sold by the Company" and to not "engage in any business or activity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed or sold by the Company." The opportunity that took Defendant to East Timor belonged to DeepGulf, Inc. [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 65, Line 21- Page 66, Line 1]. Defendant converted that opportunity, which is an intangible interest in a business venture under Florida law, when he named himself the owner of Toke Oil & Gas, S.A. and was paid \$345,000, which was rightfully payable to DeepGulf, Inc. The same legal argument applies to the monies that were paid by Toke Oil & Gas, S.A. to the other shareholders and directors in the company.

Furthermore, Defendant raises the issue of the statute of limitations under this Section. Plaintiffs again incorporate the fraudulent concealment arguments made in Section II of this Response, *supra*. Defendant also raises in his Motion emails dated January 25, 2011 and May 25, 2012. These emails attach Balance Sheets and Income Statements with no detailed explanations as to whom expenses were paid to. The line item for Directors Salaries does not show any details

about these expenses and aggregates multiple expenses in a category. As there was a lack of detail, Rustin Howard did not know what the numbers on these financial statements meant. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 11]. Rustin Howard further disputes that receipt of income from Toke was discussed by Defendant on multiple occasions, including but not limited to during a ski vacation in France in 2012. [Affidavit of Rustin Howard dated February 6, 2025, ¶ 13]. Therefore, Defendant's Motion for Summary Judgment should be denied.

IV. Defendant is not Entitled to Summary Judgment as to Counts V-VI of Plaintiffs' Complaint, Conversion

Again, in this section, Defendant argues that "Plaintiffs have not, and cannot, demonstrate that the monies which were paid out as 'director salaries' was money that belonged to Plaintiffs." Plaintiffs reiterate and reincorporate the arguments made in Section III of this response, which describes the evidence in this case as there being an Agreement between DeepGulf and Defendant; that the opportunity which took Defendant to East Timor was one that was owned by DeepGulf [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 65, Line 21 – Page 66, Line 1], and that Defendant converted the intangible interest in a business venture. Again, DeepGulf, Inc.'s damages are measured by the \$345,000 paid to Defendant and the \$959,000 paid to other shareholders and directors of Toke Oil and Gas, S.A.

Furthermore, Defendant argues that Plaintiffs cannot show damages to support its conversion claim. The damages are the \$345,000 that Defendant received when he converted DeepGulf's intangible interest in a business venture. The damages also include the \$959,000 that were paid to other shareholders and directors in the company which would have come to DeepGulf, Inc. had Defendant not converted DeepGulf's intangible interest in a business venture. All of this occurred during a time that Defendant admits that the business opportunity was DeepGulf's

[Deposition of Marc M. Moszkowski dated July 17, 2019, Page 65, Line 21 – Page 66, Line 1] and was being paid by DeepGulf for his work [Affidavit of Rustin Howard dated February 6, 2025, ¶ 22].

Defendant also argues that Plaintiffs' claims are barred by the statute of limitations and that an email on March 6, 2014 that supposedly recapitulated all monies personally received by Defendant in France from Toke was when "the alleged conversion was a should have been discovered" by Plaintiffs. However, a closer review of the email shows that it is not sufficient to trigger the beginning of the statute of limitations under the standard of when a cause of action should have been discovered. The email had no explanation in the body of the email as to what the attachments to the email were. The attachments to the email are entirely in the French language. [Defendant's Motion for Summary Judgment, Exhibit "F"]. Rustin Howard does not read, write or speak French at all [Affidavit of Rustin Howard dated February 6, 2025, ¶ 3]. In no way does the information in the spreadsheet convey anything to anyone who does not speak French.

V. Defendant is not Entitled to Summary Judgment as to Counts VIII of Plaintiffs' Complaint, Declaratory Relief

First, as argued in Plaintiff's Motion for Summary Judgment, Defendant does not have standing to challenge the existence of Toke Oil & Gas, S.A. In addition, the argument that Plaintiff may or may not have existed at the time of the filing of the lawsuit, has no impact on Toke's ability to bring a lawsuit. Pursuant to Section 607.1405(2)(e), Florida Statutes, dissolution of a corporation does not prevent commencement of a proceeding by or against the corporation in its corporate name.

VI. Defendant is not Entitled to Summary Judgment as to Count IX of Plaintiffs'

Complaint, Accounting⁴

According to the Affidavit of Rustin Howard, Defendant was the only shareholder, officer, or director of DeepGulf, Inc. that was directly involved in business and financial transactions in East Timor from 2008 through 2012. [Affidavit of Rustin Howard dated September 5, 2024 ¶ 20]. The Board of Directors of DeepGulf, Inc. relied solely upon information received from Defendant in managing the company's business in East Timor. According to an email provided to Plaintiffs during discovery, Defendant has for years intentionally withheld information from Plaintiffs, including spreadsheets containing financial information. A copy of an email, produced by Defendant in discovery, between Defendant and William Lott dated January 5, 2018 is attached hereto as Exhibit "D".

Under Florida law, a party that seeks an equitable accounting must show that: (1) a fiduciary relationship exists between the parties or the transaction at issue is complex; and (2) the remedy at law is inadequate. Zaki Kulaibee Establishment v. McFlicker, 788 F. Supp. 2d 1363 (S.D. Fla. 2011), rev'd and remanded on other grounds, 771 F.3d 1301 (11th Cir. 2014); Chen v. Cayman Arts, Inc., 757 F. Supp. 2d 1294 (S.D. Fla. 2010). In the present case, Defendant was and is the President and a Director of DeepGulf, Inc. Clearly, a fiduciary relationship exists between the parties. In addition, the transaction at issue is complex. There is a complex series of financial and business transactions according to the spreadsheets referred to in Defendant's second Deposition. [Deposition of Marc M. Moszkowski dated October 21, 2019, Pages 9 - 10]. There is no remedy at law that will suffice other than Defendant accounting for the expenditures made by him on behalf of DeepGulf, Inc. while he was supposed to be managing projects for DeepGulf, Inc. in East Timor. Plaintiffs have alleged a wrongdoing by Defendant (i.e. Mark Moszkowski

⁴ Defendant mislabels this Count as Breach of Contract.

converted funds that DeepGulf, Inc. was entitled to).

In suits for accounting under Florida law, when a party does not admit the allegations of the complaint and there is no consent to the entry of a decree, the proper practice is for the court to determine the initial question of plaintiff's right to an accounting, and an accounting may then be decreed if the finding is in favor of the Plaintiff upon the preliminary issue. Charles Sales Corp. v. Rovenger, 88 So.2d 551 (Fla. 1956).

In this case, the evidence supports a preliminary finding that DeepGulf, Inc. is entitled to an accounting from Defendant, describing in detail the revenue received and the expenditures spent by Toke Oil and Gas, S.A. in East Timor and the basis for those receipts or expenditures.

In addition, Defendant briefly mentions the Statute of Limitations. In response, Plaintiffs respond that Defendant fraudulently concealed his actions, as described in more detail in Section II, supra.

VII. Defendant is not Entitled to Summary Judgment as to Count X of Plaintiffs' Complaint, Breach of Contract⁵

At all pertinent times, Defendant was subject to the provision of the Non-Compete Agreement he executed on September 15, 2005 [Affidavit of Rustin Howard dated September 5, 2024, ¶ 6; Deposition of Marc M. Moszkowski dated July 17, 2019, Page 47, Line 13-15 and Exhibit "A"]. Paragraph 1 of that agreement states that:

Paragraph 1. Non-competition. During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reason or reasons for my termination, I shall not, alone or as a consultant, partner, officer, director, employee, joint venture lender or stockholder of any entity, (a) accept employment with any business or entity that is in competition with the products or services being conceived,

⁵ Defendant mislabels this County Injunctive Relief.

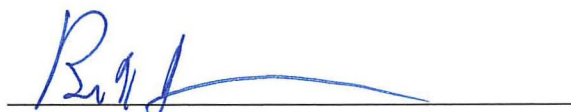
designed, created, developed, manufactured, marketed, distributed, or sold by the Company, or (b) engage in any business or activity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed, or sold by the Company.

Defendant clearly breached the contract between Plaintiff and Defendant when he went to East Timor ostensibly to seek projects for the benefit of Plaintiff and he, instead, formed Toke Oil and Gas, S.A. named himself and two entities the owners of Toke Oil and Gas, S.A. and caused Toke Oil and Gas, S.A. to pay Defendant \$345,000, when during the same time period, Plaintiff was being paid a substantial salary by Deepgulf.

VIII. Defendant is not entitled to Summary Judgment on County XI of Plaintiffs' Complaint, Injunctive Relief

DeepGulf is the owner of the websites www.deepgulf.net and www.deep-gulf.com and those websites were only developed by Defendant with permission and in conjunction with DeepGulf, Inc. [Affidavit of Rustin Howard dated September 5, 2024 ¶ 31]. As stated previously, Defendant has information that is essential to the ongoing business of DeepGulf, Inc.—namely, the exclusive control of the username and passwords for the DeepGulf, Inc. websites. He has refused to turn these over to DeepGulf, even when asked under oath to do so [Deposition of Marc M. Moszkowski dated October 10, 2019, Page 79, Line 10 – Page 80, Line 11]. He also has other intellectual property and electronic data which is owned by DeepGulf, Inc. [Affidavit of Rustin Howard ¶ 33].

WHEREFORE, Plaintiffs file this response to Defendant's Motion for Summary Judgment and request that Defendant's Motion be denied.



BRADEN K. BALL, JR.

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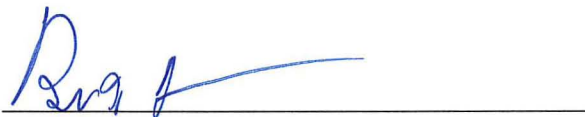
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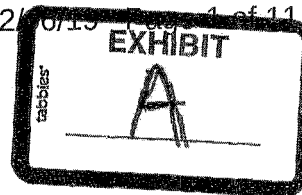
Secondary E-mail: mandrews@lawpensacola.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have on this 6th day of February, 2025, a copy of the foregoing has been furnished to the Defendant, Marc M. Moszkowski, Le Verdos, 83300 Chateaudouble, France (m.moszkowski@deepgulf.net), via the Court's E-filing system.



BRADEN K. BALL, JR.



FUNDS RECEIVED PER BANK STAMENT

FOR THE YEAR 2008

DATE	PAYOR	AMOUNT	PER INVOICE	BANK CHARGE
18/04/2008	B/O/F/LOGOS RESOURCES	\$ 359,172.05	\$ 359,192.05	\$ 20.00
18/07/2008	B/O/F SAMSUNG	\$ 274,980.00	\$ 275,000.00	\$ 20.00
24/07/2008	B/O/F ALLIANCE CATERING	\$ 1,338.82		
30/07/2008	B/O/SUB SEE INC	\$ 5,361.71		
31/78/2008	B/O/SAMSUNG CORP	\$ 531,738.50	\$ 531,758.56	\$ 20.00
11/8/2008	B/O/SUB SEE INC	\$ 792.16		
8/9/2008	B/O SUB SEE INC	\$ 3,642.14		
14/882008	SUBSEE	\$ 3,642.14		
11/9/2008	B/O SAMSUNG CORP	\$ 878,480.35	\$ 878,500.35	\$ 20.00
19/09/2008	CHECK DEPOSITS	\$ 3,642.14		
13/10/2008	B/O/PT A SEMES	\$ 511.00		
14/11/2008	B/O SAMSUNG CORP	\$ 11,960.00		
24/11/2008	B/O SUB SEE INC	\$ 2,674.11		
4/12/2008	B/O SAMSUNG CORP	\$ 449,181.88		
16/12/2008	B/O SUB SEE Philippines	\$ 6,831.24		
18/12/2008	B/O SAMSUNG CORP	\$ 470,666.25	\$ 470,676.25	\$ 10.00
	TOTAL	\$ 3,091,555.21	\$ 2,515,127.21	\$ 90.00

FOR THE YEAR 2009

DATE	PAYOR	AMOUNT	PER INVOICE	BANK CHARGE
5/1/2009	B/O SAMSUNG CORP	\$ 501,048.89	\$ 501,053.29	\$ 4.40
7/1/2009	B/O SUB SEE PHIL	\$ 2,943.15		
15/01/2009	B/O/F SAMSUNG CORP	\$ 481,240.00	\$ 481,250.00	\$ 10.00
21/01/2009	B/O SUB SEE PHIL	\$ 16,815.15		
29/01/2009	B/O SAMSUNG CORP	\$ 514,428.12	\$ 514,438.12	\$ 10.00
30/1/2009	CASH DEPOSITS SUB SEE	\$ 220.00		
2/2/2009	P/O SUB SEE PHIL	\$ 432.71		
20/02/2009	B/O SAMSUNG CORP	\$ 477,168.60		
20/03/2009	B/O SUB SEE PHIL	\$ 317.00		
26/03/2009	B/O/SAMSUNG CORP	\$ 92,395.32		
1/4/2009	B/O /SAMSUNG CORP	\$ 92,704.63		
10/12/2009	CASH DEPOSITS	\$ 5,000.00		
11/12/2009	CHECK DEPOSITS	\$ 2,000.00		
17/12/2009	CHECK DEPOSITS	\$ 3,375.55		
	TOTAL	\$ 2,190,089.12	\$ 1,496,741.41	\$ 24.40

FOR THE YEAR 2010

DATE	PAYOR	AMOUNT
5/1/2010	B/P/A 90R991476	\$ 1,618,695.27
20/5/2010	DEPOSIT CHECKS	\$ 1,520.00
24/05/2010	B/P/A STA 10BR 99202	\$ 1,247,174.93
	TOTAL	\$ 2,867,390.20

SUMMARY		
2008	TOTAL RECEIVED PER BANK STATEMENT	\$ 3,091,555.21
2009	TOTAL RECEIVED PER BANK STATEMENT	\$ 2,190,089.12
2010	TOTAL RECEIVED PER BANK STATEMENT	\$ 2,867,390.20
	TOTAL	<u>\$ 8,149,034.53</u>

7/24/2008	OFFICE RENTAL AND DIRECTORS MEALS	\$ 2,544.00
7/24/2008	PART PAYMENT VICENTE XIMENES DIRECTOR'S FEE	\$ 1,740.00
7/24/2008	PART PAYMENT VICENTE XIMENES DIRECTOR'S FEE	\$ 4,000.00
7/24/2008	EGS- KMANEK SUPERMARKET	\$ 1,666.36
7/24/2008	PART PAYMENT VICENTE XIMENES DIRECTOR'S FEE	\$ 200.00
7/25/2008	GINO-REINBURSMENT OF EXPENSES TRIP TO INDONESIA	\$ 1,927.55
7/24/2008	DEEPGULPROJ. MNGT SERVICES	\$ 22,000.00
7/24/2008	EGS - FUEL FOR FUEL DELIVERY COST	\$ 200.00
7/24/2008	OVERTIME PAY FOR THE DELIVERY OF FUEL	\$ 60.00
7/24/2008	EGS-MSA	\$ 2,860.00
7/24/2008	EGS-MSA	\$ 1,824.00
7/25/2008	EGS MSA-INVOICE # 2	\$ 169,346.00
7/28/2008	PROVISIO FOR RIDLEY THOMAS	\$ 1,384.32
7/2/2008	PROVISION TO NOTHERN LIGHT	\$ 5,386.93
7/25/2008	MOTORBIKE	\$ 2,400.00
7/25/2008	FACILITATION FEES	\$ 2,600.00
7/25/2008	TRANSFER FEE FOR EGS	\$ 35.00
7/25/2010	TRANSFER FEES FOR DEEPGULF	\$ 35.00
7/28/2008	RECHARGE CARD FOR PHONE VX, MARC	\$ 200.00
8/11/2008	FACILITATION FEES	\$ 500.00
8/11/2008	FACILITATION FEES	\$ 500.00
7/30/2008	CAR SERVICING /TRANSPORT TO SUAI	\$ 400.00
7/30/2008	VICENTE DIRECTOR'S FEE PARTIAL PAYMENT	\$ 400.00
8/4/2008	CASH ADVANCE EGS	\$ 1,000.00
8/5/2008	VICENTE XEMINES DIRECTOR'S FEE PARTIAL	\$ 5,000.00
8/7/2008	recharge card for phone of vx and marc	\$ 200.00
8/5/2008	ledger fees	\$ 15.25
8/7/2008	marc's accommodation	\$ 3,100.00
8/7/2008	DIRECTOR'S MEALS	\$ 638.75
8/7/2008	TRANSPORT TO SUAI	\$ 500.00
8/7/2008	ANZ BANK CLEARING FEES	\$ 60.00
8/11/2008	ONE WAY TICKET FO EGS CREW	\$ 268.00
8/11/2008	PROVISIONS OF NORTHERN LIGHTS	\$ 827.15

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8/13/2008	EGS-INVOICE #3	\$ 424,789.10
8/13/2008	DEEPGULPROJ. MNGT SERVICES	\$ 42,574.78
8/11/2008	VICENTE DIRECTOR'S FEE APRT PAYMENT	\$ 650.00
8/11/2008	VICENTE DIRECTOR'S FEE APRT PAYMENT	\$ 200.00
8/12/2008	EGS CAR HIRE TO SUAI-DILI	\$ 250.00
8/11/2008	VICENT DIRECTORS FEE PART PAYMENT	\$ 11,000.00
8/12/2008	GINO DIRECTORS FEE PART PAYMENT	\$ 27,690.00
8/12/2008	GINO DIRECTOR'S FEE PART PAYMENT	\$ 3,000.00
8/1/2008	FUEL-DILI-SUAI SUB SEE	\$ 150.00
8/12/2008	PROVISIONS FOR NORTHERN LIGHT	\$ 230.75
8/12/2008	DIRECTOR'S FEES	\$ 870.00
8/12/2008	BALANCE TRUCK RENTAL	\$ 250.00
8/12/2008	DEPOSITS BOOK	\$ 10.00
8/13/2008	DEEPGULPROJ. MNGT SERVICES	\$ 42,574.78
8/14/2008	PETTY CASH FUND	\$ 1,500.00
8/19/2008	VICENTE CAR HIRE TO SUAI	\$ 600.00
8/20/2008	PETTY CASH FUND AND PAYMENT FOR THE SUBSEE	\$ 1,000.00
8/20/2008	EGS - TIMOR LODGE	\$ 393.70
8/28/2008	BUKA TIMOR HAMUTOK PIPES AND FITINGS	\$ 2,050.69
9/8/2008	CAR RENTAL FOR 10 DAYS	\$ 1,500.00
9/8/2008	ADV. PAYMENT TO HALI GROUP	\$ 1,200.00
9/8/2008	PAID CASH FOR PROJECTOR	\$ 975.00
9/15/2008	EGS MSA	\$ 686,433.42
15/9/200/8	DEEPGULPROJ. MNGT SERVICES	\$ 77,375.46
9/15/2008	HALI GROUP INVOIC E#4	\$ 77,340.46
9/15/2008	INTERNET SUBSCRIPTION FEE AUGUST TO OCTOBER	\$ 7,800.00
9/15/2008	HOTEL DILI- DIRECTOR'S MEALS AND OFFICE RENTAL	\$ 2,638.75
9/16/2008	MARC ACCOMMODAITON -HOTEL DILI	\$ 1,500.00
9/16/2008	MSA IN BEHAL OF EGS SERVICES FEES	\$ 2,281.00
9/16/2008	HOTEL DILI IN BEHALF OF SUBSEE	\$ 274.00
9/16/2008	HALI GROUP INVOIC E#1	\$ 28,735.00
9/17/2008	HALI GROUP INVOICE #2	\$ 22,000.00
9/17/2008	HALI GROUP INVOICE #3	\$ 27,323.95

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9/20/2008	LEDGERS FEE	\$	15.00
9/23/2008	GLOBAL COMPUTER ONE UNIT COMPUTER	\$	437.50
10/7/2008	GLOBAL COMPUTER - ONE UNIT COMPUTER LAPTOP	\$	940.00
10/6/2008	PROVISION TO NOTHERN LIGHT	\$	649.50
10/8/2008	SUB SEE INC	\$	21,000.00
10/23/2008	PETTY CASH FUND REINBURSEMENT	\$	1,507.75
10/23/2008	PAYMENT TO MSA	\$	511.00
10/23/2008	TIMOR GAS- PROVISION TO NORTHERN LIGHT	\$	2,712.11
10/27/2008	ACCOUNTING FEES FOR MARILOU	\$	87.00
10/28/2008	TG- MARC ACCOMMODATION	\$	1,700.00
10/28/2008	HTOEL DILI OFFICE RENTAL	\$	2,000.00
28/10/82008	HALI GROUP PART PAYMENT	\$	5,000.00
	LEDGER FEES	\$	15.00
11/3/2008	HALI GROUP PART PAYMENT	\$	5,000.00
11/4/2008	AIR TICKET FOR MR VINCE	\$	463.00
11/4/2008	CASH FACILITATION FEES	\$	500.00
11/4/2008	CASH-FACILITATION FEES	\$	500.00
11/4/2008	CASH- DEEP FRIDGE	\$	1,300.00
11/8/2008	PROVISION TO NOTHERN LIGHT	\$	3,000.00
8/11/82008	HOTEL DILI - DIRECTORS MEALS	\$	760.50
11/10/2008	HERO INTERNATIONAL - FREDGE	\$	1,500.00
11/22/2008	PROVISIONS TO NORTHERN LIGHTS	\$	12,004.60
11/22/2008	COMPUTER WINDOWS PROFESSIONAL	\$	1,342.00
	LEDGER FEE FOR NOVEMBR 2008	\$	15.00
26/11/200/8	AUTO-TIMOR LESTE SERVICING VICENTE'S CAR	\$	1,731.34
11/28/2008	DEEP GULF INVOICE # 5	\$	49,039.03
11/28/2008	REINBURSEMENT OF PETTY CASH	\$	634.70
11/29/2008	HOTEL DILI DIRECTOR MEALS AND BEVERAGES	\$	732.50
11/29/2008	HOTEL DILI OFFICE RENTAL FOR 2 MONTHS	\$	4,000.00
11/29/2008	TG- MARC ACCOMMODATION	\$	3,000.00
12/1/2008	INET SUBSCRIPTION FEES FOR NOVEMBER	\$	2,600.00
12/1/2008	INET SUBSCRIPTION FEES FOR DECEMBER	\$	2,600.00
12/5/2008	EGS ASIA INVOICE # 5	\$	279,506.60

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12/13/2008	DEEPGULPROJ. MNGT SERVICES	\$	49,004.03
12/13/2008	PETTY CASH REINBURSEMENT	\$	135.30
12/13/2008	TRIP TO LOS PALOS EXPENSES	\$	400.00
12/13/2008	EXPENSES TRIP TO SUAI	\$	500.00
12/13/2008	EGS EXPENSES	\$	1,505.00
12/15/2008	HALL GROUP S.A	\$	1,731.34
12/15/2008	REINBURSEMENT TO HALL GROUP	\$	500.00
12/16/2008	COMMUNITY RELATION PROJECT	\$	2,000.00
12/17/2008	CAPTAIN DIOSDADO NOTRHTER LIGHTS	\$	6,851.24
12/17/2008	PERTAMINA NRTHTR LIGHTS	\$	38,250.00
12/18/2008	HALL GROUP BATHYMETRIC SERVICE	\$	51,346.50
12/18/2008	DEEPGULPROJ. MNGT SERVICES	\$	51,381.50
12/19/2008	EGS ASIA BATHYMETRIC SURVEY	\$	349,191.20
12/27/2008	TIMOR GAS- PROVISION TO NORTHERN LIGHT	\$	15,354.80
12/27/2008	HOTEL DILL- OFFICE RNTAL DECEMBER 2008	\$	2,000.00
12/26/2008	TIMOR GAS MARC ACCOMMODATION	\$	1,400.00
12/26/2008	ALL QUAD MOTORCYCLE CO	\$	4,200.00
12/26/2008	INTERNET SUBSCRIPTION FEES	\$	2,600.00
	LEDGER FEE FOT THE MOTNH OF DECEMBER	\$	15.00
	TOTAL EXPENDITURE FOR 2008	\$	3,130,176.76

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EXPENSES FOR 2009

DATES	BENEFICIARY	AMOUNT
1/5/2009	HALI GROUP INVOICE # 7	\$ 58,025.06
1/5/2009	DEEPGULF INVOICE # 7 PROJECT MANGT SERVICES	\$ 58,060.06
12/26/2009	HOTEL DILI DIRECTOR'S MEAL	\$ 1,061.75
1/6/2009	REINBURSEMENT OF PETTY CASH	\$ 109.00
5/6/2009	AUTO-TIMOR LESTE SERVICING FOR VICENTE'S CAR	\$ 113.50
6/1/2009	REINBURSEMENT OF PETTY CASH FUND	\$ 1,443.00
1/7/2009	REINBURSEMENT OF PETTY CASH FUND	\$ 710.00
7/1/2009	HOTEL DILI- EGS ACCOMMODATION	\$ 918.50
1/7/2009	EGS ASIA	\$ 364,996.03
1/7/2009	EGS ASIA	\$ 8,807.00
1/7/2009	MSA ASIA IN BEHALF OF EGS SERVICES	\$ 1,502.55
1/7/2009	MSA ASIA IN BEHALF OF EGS SERVICES	\$ 1,477.00
1/17/2009	COOL AIR TECHNOLOGY	\$ 475.00
1/15/2009	HALI GROUP INVOICE # 8	\$ 52,500.00
1/15/2009	DEEPGULF INVOICE # 8 PROJECT MANGT SERVICES	\$ 52,535.00
1/15/2009	EGS ASIA INVOICE # 8	\$ 343,056.30
1/19/2009	MSA ASIA IN BEHALF OF EGS SERVICES	\$ 1,314.50
2/4/2009	HOTEL DILI- DIRECTORS MEALS AND BEVERAGES	\$ 438.00
1/24/2009	HOTEL DILI- OFFICE RENTAL FOR JAN 2009	\$ 2,000.00
2/4/2009	TIMOR GAS - MARC ACCOMMODATION	\$ 800.00
1/24/2009	TIMOR TELECOM	\$ 271.48
1/24/2009	PETTY CASH REINBURSEMENT	\$ 3,903.50
1/24/2009	AUTO-TIMOR LESTE SERVICING FOR VICENTE'S CAR	\$ 113.50
1/20/2009	PERTAMINA - NORTHEN H= LIGHT	\$ 13,005.00
1/29/2009	DEEPGULF INVOICE # 9	\$ 59,428.24
1/29/2009	HALI GROUP INVOICE #9	\$ 59,393.24
1/29/2009	EGS INVOICE # 9	\$ 375,109.14
3/2/2010	HALI GROUP INVOICE # 3 FULL PAYMENT	\$ 5,215.83
1/27/2009	MSAMOTOER CYCLE IMPORT FEES	\$ 157.12
1/27/2009	CASH-DELIVERY CHARGE ON BEHALF OF EGS	\$ 220.00
1/27/2009	HOTEL DILI- KOBE'S ACCOMMODATION	\$ 7,563.50
	LEDGER FEES JANUARY	\$ 15.00
1/29/2009	PHONE BILL FOR MR VINCE	\$ 1,215.54
2/2/2009	TIMOR GAS-PAYMENT FOR MOTORBIKE	\$ 194.03
2/21/2009	EGS INVOICE # 10 & 11	\$ 348,245.87
2/21/2009	DEEPGULF INVOICE # 10&11	\$ 54,980.09
2/21/2009	HALI GROUP INVOICE # 10&11	\$ 54,945.09
2/26/2009	MSA CUSTOMS CLEARANCE	\$ 375.00
2/24/2009	PETTY CASH REINBURSEMENT	\$ 553.00
3/24/2009	HOTEL DILI- ACCOMMODATION SUB SEE	\$ 102.00
3/30/2009	EGS OUTSTANDING PAYABLES	\$ 56,720.49
3/30/2009	DEEPGULF -OUTSTANDING PAYABLE	\$ 8,979.55
3/30/2009	HALI GROUP OUTSTANDING PAYABLES	\$ 8,944.55

3/30/2009	AUTO-TIMOR LESTE SERVICING FOR VICENTE'S CAR	\$	135.00
3/30/2009	TIMOR TELECOM FOR FEB 2009	\$	299.00
4/1/2009	HOTEL DILI-OFFICE RENTAL	\$	2,777.25
4/2/2009	DEEPGULF INVOICE #11 BALANCE	\$	8,597.00
4/2/2009	EGS # 12	\$	85,970.00
4/2/2009	HALI GROUP INVOICE # 12	\$	8,597.00
4/2/2009	HALI GROUP	\$	68,000.00
22/4/209	VINCE FACILITATION FEES	\$	100.00
5/4/2009	VINCE TICKET TO DEMPASAR	\$	404.00
5/22/2009	HOTEL DILI- OFFICE RENTAL AND MEALS FOR DIRECTORS		9290.5
5/25/2009	EASTERN DRAGON -SUAI ACCOMMOATION	\$	168.00
5/26/2009	ROTARY AUSTRALIA LIASON TO T.L	\$	200.00
7/21/2009	HOTEL DILI- ACCOMMODATION SUB SEE	\$	1,781.50
7/24/2009	AUTO-TIMOR LESTE SERVICING FOR VICENTE'S CAR	\$	135.49
7/24/2010	HOTEL DILI- OFFICE RENTAL AND EALS	\$	5,286.50
7/29/2009	TIMOR TELECOM APRIL-JULY 2009	\$	1,114.02
10/29/2009	TIMOR TELECOM	\$	1,026.86
12/10/2009	SDV LODGISTICS	\$	1,377.00
12/11/2009	DHL COURRIER	\$	170.00
12/11/2009	RETURNED BORROWED CASH FROM GEF	\$	200.00
12/12/200*9	HALI GROUP EXPENSES 16-311 DECEMBER	\$	8,000.00
12/10/2009	MSA AGENT	\$	250.00
12/16/2009	TIMOR GAS-PAYMENT FOR LPGAS AND FITTINGS	\$	4,481.25
12/16/2009	RETURNED BORROWED CASH FROM GEF	\$	7,000.00
12/16/2009	TIMOR GAS LPGAS	\$	2,506.25
12/18/2009	TIMOR GAS LTDA -PURCHASE CABLES	\$	161.00
12/18/2009	RETURNED BORROWED CASH FROM GEF	\$	3,375.55
12/31/2009	HOTEL DILI -ACCOMMODATIONS AND MEALS OF DIRECTOR	\$	3,513.00
	LEDGER FEES FEB -DEC	\$	69.69
	TOTAL EXPENSES FOR 2009	\$	2,228,978.87

EXPENSES FOR 2010

DATES	BENEFICIARY	AMOUNT
1/7/2010	AITULA FUELS	\$ 66,663.00
7/1/2010	VICENTE XIMENES DIRECTORS FEES	\$ 105,895.00
7/1/2010	LUIS RODRIGUES	\$ 13,200.00
7/1/2010	SISTER OD ST PAULS	\$ 5,750.00
7/1/2010	CLARDEL	\$ 4,545.00
7/1/2010	DEEPGULF	\$ 139,855.27
7/1/2010	TIMOR GAS	\$ 242.50
7/1/2010	HOTEL DILI-ACCOMMODATION AND MEALS	\$ 495.00
7/1/2010	MARC MOSZWISKI	\$ 100,000.00
7/1/2010	EGS ASIA	\$ 986,939.50
7/1/2010	EASTERN DRAGON FOOD AND ACCOM	\$ 3,516.15
12/1/2010	CASH- WITHDRAWAL FOR WAGES	\$ 8,000.00
12/1/2010	SUAI STAR UNIPOSAL	\$ 13,200.00
13/1/2010	MSA SURVEY	\$ 7,157.00
13/1/2010	DILI PORT AUTHORITY	\$ 1,692.36
13/1/2010	MSA LOADING FOR FUEL	\$ 760.00
20/1/2010	HELARIO BARROS	\$ 700.00
21/1/2010	CLARDEL INTERPRISES	\$ 4,447.10
2/1/2010	DAIKYO INDUSTRIES	\$ 2,500.00
28/1/2010	DAIKYO INDUSTRIES	\$ 480.00
29/1/2010	CASH WITHDRAWAL FOR WAGES	\$ 10,000.00
29/1/2010	INET SUBSCRIPTOION FEES	\$ 6,750.00
1/2/2010	MSA SERVICES	\$ 1,002.77
1/2/2010	CLARDEL INTERPRISES	\$ 3,171.36
1/2/2010	PETTY CASH REINBURSEMENT	\$ 1,293.00
2/2/2010	VICENTE XIMENES CAR RENTAL	\$ 160.00
2/2/2010	VICENTE XIMENES CAR RENTAL	\$ 4,800.00
2/2/2010	VICENTE XIMENES CAR RENTAL FOR DRILLING	\$ 320.00
2/2/2010	TIMORWORKSHOP CAR SERVICING	\$ 1,985.00
4/2/2010	EASTERN DRAGON FOOD AND ACCOMM	\$ 4,454.00

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9/2/2010	AITULA FUELS	\$	14,651.70
9/2/2010	DAIKYO INDUSTRIES	\$	24,500.00
9/2/2010	HOTEL DILI-OFFICE RENTAL & DIRECTOR'S MEALS	\$	11,151.00
10/2/2010	RENTAL OF DUMPTRUCK	\$	3,360.00
12/2/2010	HOTEL DILI- ACCOMMODATION & MEALS	\$	3,106.50
16/2/2010	UHARE CONTRACTOR	\$	8,000.00
16/2/2010	EASTERN DRAGON FOOD & ACCOMM	\$	942.10
16/2/2010	DAIKYO INDUSTRIES	\$	1,520.00
16/2/2010	SUAI STAR UNIPOSAL	\$	18,730.00
16/2/2010	ARMENDO DA COSTA	\$	830.95
17/2/2010	MOISES GUTIERES	\$	1,173.00
20/2/2010	CLARDEL INTERPRISES	\$	3,935.30
20/2/2010	MARITOME SERVICES	\$	2,786.00
6/3/2010	EASTERN DRAGON ACCOMMODATION	\$	3,774.00
25/5/2010	VICENTE XIMENES DIRECTORS FEES	\$	33,000.00
27/5/2010	VICENTE XIMENES DIRECTORS FEES	\$	20,000.00
5/5/2010	LEDGER FEES	\$	77.25
6/1/2010	CHECK BOOKLET {2}	\$	7.00
14/5/2010	BANCK CHARGE	\$	50.00
15/6/2010	EGS PORT SURVEY	\$	821,482.73
15/6/2010	MARC MOSZWISKI	\$	60,000.00
17/6/2010	DEEPGULF INC	\$	120,000.00
17/6/2010	AITULA FUELS LDA	\$	1,171.00
17/6/2010	VICENTE CAR RENTAL	\$	1,375.00
17/6/2010	DAIKYO INDUSTRIAL GAS EQUIPMENT	\$	1,520.00
17/6/2010	DILI PORT AUTHORITY	\$	1,824.00
18/6/2010	GINO FAVARO DIRECTORS FEES	\$	20,000.00
	LEDGER FEES	\$	15.00
22/6/2010	ACCOUNTING SERVICES FEES	\$	600.00
22/6/2010	HALI GROUP S/A	\$	30,000.00
22/6/2010	CASH W/DRAWAL FOR OFFICE RENTAL & MEALS		
	PAY TO HOTEL DILI	\$	15,646.75
24/6/2010	LIMA EXPENDESE AGENCIES	\$	592.00
24/6/2010	COLEGA UNIPOSAL LTD	\$	75,000.00

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30/6/2010	VIVENTE XIMENES DIRECTORS FEES	\$	25,000.00
16/9/2010	CASH WITHDRAWAL	\$	15,000.00
16/9/2010	CASH WITHDRAWAL	\$	1,000.00
	TOTAL EXPENSES FOR 2010	\$	<u>2,841,795.29</u>

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SUMMARY OF EXPENDITURES

2008	\$	3,130,176.76
2009	\$	2,228,978.87
2010	\$	<u>2,841,795.29</u>
TOTAL EXPENDITURES	\$	<u>8,200,950.92</u>

SUMMARY OF FUNDS PER BANK STATEMENT

2008 TOTAL RECEIVED PER BANK STATEMENT	\$	3,091,555.21
2009 TOTAL RECEIVED PER BANK STATEMENT	\$	<u>2,190,089.12</u>
2010 TOTAL RECEIVED PER BANK STATEMENT	\$	<u>2,867,390.20</u>
TOTAL FUNDS RECEIVED	\$	<u>8,149,034.53</u>
DIFFERENCE	-\$	<u>51,916.39</u>

NONCOMPETITION, NONDISCLOSURE AND DEVELOPMENTS AGREEMENT

In consideration and as a condition of my service or continued service as an employee, officer, director or consultant (such service is described herein as maintaining or being involved in a "Business Relationship") of DeepGulf, Inc. and any of its subsidiaries, divisions or affiliates (the "Company"), I hereby agree as follows:

1. Noncompetition. During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for my termination, I shall not, directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, (a) accept employment with any business or entity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed or sold by the Company, or (b) engage in any business or activity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed or sold by the Company.

2. Nonsolicitation of Customers. During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for my termination, I shall not, directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, solicit or do business with any customer of the Company or any potential customer of the Company (a) with whom I have had contact or (b) about whom I obtained information, or became familiar with through Confidential Information (as defined in Paragraph 4), during the course of my Business Relationship with the Company.

3. Nonsolicitation of Employees.

(a) During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for the termination, I will not, in any manner, hire or engage, or assist any company or business organization by which I am employed or which is directly or indirectly controlled by me to hire or engage, any person who is or was employed by the Company (or is or was an agent, representative, contractor, project consultant or consultant of the Company) at the time of the termination of my Business Relationship, was employed by the Company within 6 months of the termination of my Business Relationship, or is or was employed by the Company during the period of one year after the termination of my Business Relationship.

(b) During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for the termination, I will not, in any manner, solicit, recruit or induce, or assist any company or business organization by which I am employed or which is directly or indirectly controlled by me to solicit, recruit or induce, any person who is or was employed by the Company (or is or was an agent, representative, contractor, project consultant or consultant of the Company) at the time of the termination of my Business Relationship, was employed by the Company within 6 months of the termination of my Business Relationship, or is or was employed by the Company during the period of one year after the termination of my Business Relationship, to leave his or her employment, relationship or engagement with the Company.

4. Nondisclosure. I shall not at any time, whether during or after the termination of my Business Relationship with the Company, reveal to any person or entity any Confidential Information except to directors, officers and employees of the Company who need to know such Confidential Information, or as otherwise authorized by the Company in writing. The term "Confidential Information" shall include any information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential that is maintained by the Company as confidential. In furtherance of, and not by way of limitation to, the preceding sentence, Confidential Information shall include trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, specifications, blueprints, engineering data, software programs, works of authorship, customer lists, customer information, financial information, pricing information, personnel information, business plans, projects, plans and proposals. I shall keep confidential all matters entrusted to me and shall not use or attempt to use any Confidential Information except as may be required in the ordinary course of performing services to the Company, nor shall I use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly.

5. Company Property. I agree that during my Business Relationship with the Company I shall not make, use or permit to be used any Company Property otherwise than for the benefit of the Company. The term "Company Property" shall include all notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, software code, data, computers, cellular telephones, pagers, credit and/or calling cards, keys, access cards, documentation or other materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs and any other Company property in my possession, custody or control. I further agree that I shall not, after the termination of my Business Relationship with the Company, use or permit others to use any such Company Property. I acknowledge and agree that all Company Property shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my Business Relationship with the Company, I shall deliver all Company Property in my possession, and all copies thereof, to the Company.

6. Assignment of Developments.

(a) If at any time or times during my Business Relationship with the Company, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to me by the Company; or (iii) results from the use of premises or assets (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) relating to the business of the Company. I shall promptly disclose to the Company (or any persons designated by it) each such Development. I hereby assign all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) I may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

(b) Excluded Developments. I represent that the Developments identified in the Appendix, if any, attached hereto comprise all the Developments that I have made or conceived prior to my Business Relationship with the Company and not owned by any of my prior employers, which Developments are excluded from this Agreement. I understand that it is only necessary to list the title of such Developments and the purpose thereof but not details of the Development itself. IF THERE ARE ANY SUCH DEVELOPMENTS TO BE EXCLUDED, THE UNDERSIGNED SHOULD INITIAL HERE; OTHERWISE IT WILL BE DEEMED THAT THERE ARE NO SUCH EXCLUSIONS. _____.

7. Further Assurances. I shall, during and at any time after my Business Relationship with the Company, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized officers may reasonably require:

(a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceeding, petition or application for revocation of any such patent, copyright, trademark or other analogous protection.

If the Company is unable, after reasonable effort, to secure my signature on any application for patent, copyright, trademark or other analogous protection or other documents regarding any legal protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

8. Relationship At Will. I understand that this Agreement does not constitute an implied or written employment contract and that my Business Relationship with the Company is on an "at-will" basis. Accordingly, I understand that either the Company or I may terminate my Business Relationship at any time, for any or no reason, with or without prior notice.

9. Severability. I hereby agree that each provision and the subparts of each provision herein shall be treated as separate and independent clauses, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

10. Amendments; Waiver. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

11. Survival. This agreement shall be effective as of the date entered below. My obligations under this Agreement shall survive the termination of my Business Relationship with the Company regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

12. Assignment. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I may not assign this Agreement.

13. Representations.

(a) I represent that my Business Relationship with the Company and my performance of all of the terms of this Agreement do not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Business Relationship with the Company. I have not entered into, and I shall not enter into, any agreement either written or oral in conflict herewith.

(b) I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. The Company may apply for such injunctive relief in any court of competent jurisdiction without the necessity of posting any bond or other security.

14. Governing Law, Forum Selection Clause. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such state, without giving effect to the principles of conflicts of laws of such state. Any claims or legal actions by one party against the other shall be commenced and maintained in any state or federal court located State of Florida, and I hereby submit to the jurisdiction and venue of any such court.

15. Entire Agreement. This Agreement sets forth the complete, sole and entire agreement between the parties on the subject matter herein and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed or considered by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date first above written.


Signature

Rustin Howard

Print Name

Date: September 15, 2005

Address: c/o DeepGulf, Inc.
700 S. Palafox Street, Suite 160
Pensacola, FL 32502

ACKNOWLEDGED AND AGREED:

DEEPGULF, INC.

By: 

Name: Marc Moszkowski

Title: President

Date: September __, 2005

APPENDIX -- TITLE/PURPOSE OF DEVELOPMENTS

The following is a complete list of all Developments and the purpose of those Developments:

RM

No Developments

See Below

Developments and purpose:

NONCOMPETITION, NONDISCLOSURE AND DEVELOPMENTS AGREEMENT

In consideration and as a condition of my service or continued service as an employee, officer, director or consultant (such service is described herein as maintaining or being involved in a "Business Relationship") of DeepGulf, Inc. and any of its subsidiaries, divisions or affiliates (the "Company"), I hereby agree as follows:

1. Noncompetition. During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for my termination, I shall not, directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, (a) accept employment with any business or entity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed or sold by the Company, or (b) engage in any business or activity that is in competition with the products or services being conceived, designed, created, developed, manufactured, marketed, distributed or sold by the Company.

2. Nonsolicitation of Customers. During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for my termination, I shall not, directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, solicit or do business with any customer of the Company or any potential customer of the Company (a) with whom I have had contact or (b) about whom I obtained information, or became familiar with through Confidential Information (as defined in Paragraph 4), during the course of my Business Relationship with the Company.

3. Nonsolicitation of Employees.

(a) During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for the termination, I will not, in any manner, hire or engage, or assist any company or business organization by which I am employed or which is directly or indirectly controlled by me to hire or engage, any person who is or was employed by the Company (or is or was an agent, representative, contractor, project consultant or consultant of the Company) at the time of the termination of my Business Relationship, was employed by the Company within 6 months of the termination of my Business Relationship, or is or was employed by the Company during the period of one year after the termination of my Business Relationship.

(b) During the period of my Business Relationship with the Company and for one year following the termination of my Business Relationship, regardless of the reasons for the termination, I will not, in any manner, solicit, recruit or induce, or assist any company or business organization by which I am employed or which is directly or indirectly controlled by me to solicit, recruit or induce, any person who is or was employed by the Company (or is or was an agent, representative, contractor, project consultant or consultant of the Company) at the time of the termination of my Business Relationship, was employed by the Company within 6 months of the termination of my Business Relationship, or is or was employed by the Company during the period of one year after the termination of my Business Relationship, to leave his or her employment, relationship or engagement with the Company.

4. Nondisclosure. I shall not at any time, whether during or after the termination of my Business Relationship with the Company, reveal to any person or entity any Confidential Information except to directors, officers and employees of the Company who need to know such Confidential Information, or as otherwise authorized by the Company in writing. The term "Confidential Information" shall include any information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential that is maintained by the Company as confidential. In furtherance of, and not by way of limitation to, the preceding sentence, Confidential Information shall include trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, specifications, blueprints, engineering data, software programs, works of authorship, customer lists, customer information, financial information, pricing information, personnel information, business plans, projects, plans and proposals. I shall keep confidential all matters entrusted to me and shall not use or attempt to use any Confidential Information except as may be required in the ordinary course of performing services to the Company, nor shall I use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly.

5. Company Property. I agree that during my Business Relationship with the Company I shall not make, use or permit to be used any Company Property otherwise than for the benefit of the Company. The term "Company Property" shall include all notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, software code, data, computers, cellular telephones, pagers, credit and/or calling cards, keys, access cards, documentation or other materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs and any other Company property in my possession, custody or control. I further agree that I shall not, after the termination of my Business Relationship with the Company, use or permit others to use any such Company Property. I acknowledge and agree that all Company Property shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my Business Relationship with the Company, I shall deliver all Company Property in my possession, and all copies thereof, to the Company.

6. Assignment of Developments.

(a) If at any time or times during my Business Relationship with the Company, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to me by the Company; or (iii) results from the use of premises or assets (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) relating to the business of the Company. I shall promptly disclose to the Company (or any persons designated by it) each such Development. I hereby assign all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) I may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

(b) Excluded Developments. I represent that the Developments identified in the Appendix, if any, attached hereto comprise all the Developments that I have made or conceived prior to my Business Relationship with the Company and not owned by any of my prior employers, which Developments are excluded from this Agreement. I understand that it is only necessary to list the title of such Developments and the purpose thereof but not details of the Development itself. IF THERE ARE ANY SUCH DEVELOPMENTS TO BE EXCLUDED, THE UNDERSIGNED SHOULD INITIAL HERE; OTHERWISE IT WILL BE DEEMED THAT THERE ARE NO SUCH EXCLUSIONS. _____.

7. Further Assurances. I shall, during and at any time after my Business Relationship with the Company, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized officers may reasonably require:

(a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceeding, petition or application for revocation of any such patent, copyright, trademark or other analogous protection.

If the Company is unable, after reasonable effort, to secure my signature on any application for patent, copyright, trademark or other analogous protection or other documents regarding any legal protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

8. Relationship At Will. I understand that this Agreement does not constitute an implied or written employment contract and that my Business Relationship with the Company is on an "at-will" basis. Accordingly, I understand that either the Company or I may terminate my Business Relationship at any time, for any or no reason, with or without prior notice.

9. Severability. I hereby agree that each provision and the subparts of each provision herein shall be treated as separate and independent clauses, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

10. Amendments; Waiver. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

11. Survival. This agreement shall be effective as of the date entered below. My obligations under this Agreement shall survive the termination of my Business Relationship with the Company regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

12. Assignment. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I may not assign this Agreement.

13. Representations.

(a) I represent that my Business Relationship with the Company and my performance of all of the terms of this Agreement do not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Business Relationship with the Company. I have not entered into, and I shall not enter into, any agreement either written or oral in conflict herewith.

(b) I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. The Company may apply for such injunctive relief in any court of competent jurisdiction without the necessity of posting any bond or other security.

14. Governing Law; Forum Selection Clause. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such state, without giving effect to the principles of conflicts of laws of such state. Any claims or legal actions by one party against the other shall be commenced and maintained in any state or federal court located State of Florida, and I hereby submit to the jurisdiction and venue of any such court.

15. Entire Agreement. This Agreement sets forth the complete, sole and entire agreement between the parties on the subject matter herein and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed or considered by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date first above written.

M. Moszkowski
Signature

Marc Moszkowski
Print Name

Date: September 15, 2005

Address: c/o DeepGulf, Inc.
700 S. Palafox Street; Suite 160
Pensacola, FL 32502

ACKNOWLEDGED AND AGREED:

DEEPGULF, INC.

By: Rustin Howard

Name: Rustin Howard

Title: Chairman of the Board of Directors

Date: September __, 2005

APPENDIX - TITLE/PURPOSE OF DEVELOPMENTS

The following is a complete list of all Developments and the purpose of those Developments:

None

No Developments

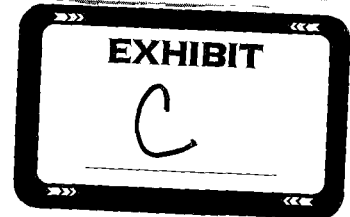
See Below

Developments and purpose:

Rus Howard

From: m.moszkowski@deepgulf.net
Sent: Wednesday, November 29, 2017 1:15 PM
To: wblottjr@gmail.com
Subject: Break-up FOR YOUR EYES ONLY

Categories: token records



Could it be that Rus thinks Gino never received any salary, or received less than I said Vince and he did, and I received his share?

Anyway, I just refuse to give Rus what he wants, primarily because he accused me of embezzlement and white collar crime and I refuse to act as if I were defending myself. Also, I want him to sink deeper and deeper in his delusion.

FOR YOUR EYES ONLY, PLEASE DO NOT FORWARD. THIS IS HOW SALARIES WERE PAID. I WANT RUS TO SWEAT FOR THIS INCONSEQUENTIAL BREAK-UP:

- Salaries were paid to Gino Favaro directly: total \$56,950.00 (2008, 2009, and 2010)
- Salaries were paid to Gino Favaro and Vicente Ximenes through their common company, Hall: total \$573,798.02 (2008, 2009, and 2010). I have no idea how they split that amount among themselves, or whether their spouses or others received some for tax or other reasons.
- Salaries were paid to Gino Favaro through his company, Timor Gas: total \$8,731.20 (2008)
- Salaries were paid to Vicente Ximenes directly: total \$320,255.00 (2008, 2010, and 2011)
- Salaries were paid directly to Marc: total \$345,000.00 (2010 and 2011)

Total: \$1,304,764.22

Total Vince and Gino: \$959,764.22

Because Gino left early, if Hall's share was split halfway between them I wouldn't be surprised if in the end Gino received \$352,610.21 and Vince \$607,154.01. I cannot guarantee that Hall's share was split halfway though.

Total Marc: \$345,000

Same figures as in my letter.

I will copy Rod of this email confidentially.

M

Braden Ball



From: Rus Howard <rus@holdg.com>
Sent: Friday, October 18, 2019 9:33 AM
To: Braden Ball
Subject: FW: Toke accounts

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Friday, January 05, 2018 9:55 AM
To: wblottjr@gmail.com
Subject: Toke accounts

I've been working on the Toke accounts again.

1. I don't think Rus and Tom want me to send them the Toke documents, for a simple reason: I doubt they are dumb enough to believe that I could have received \$1,000,000 from Toke, but for as long as I don't send them the documentation they can pretend they think I received the money, which buys time for Rus, who makes it very difficult for anyone to study the DeepGulf accounts and doesn't seem to be prepared to explain his expenses. You could say that I could send them the documentation, but I don't think it can prove anything, since it can be doctored any way you want and they would not fall to say so. The documentation consists exclusively of Excel spreadsheets.
2. Despite the contractual 10% of EGS' invoices that DeepGulf was supposed to receive, I find that I sent DeepGulf between 13.10% and 14.35% of the amounts paid to to EGS, depending on the actual funds received by DeepGulf, which Rus refuses to confirm. That's between \$307,000 and \$428,000 more than the contractual obligation Toke had toward DeepGulf.

M