

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

DEEPGULF, INC. and

TOKE OIL AND GAS, S.A.

Plaintiffs,

Case No.: 2018 CA 000543

vs.

Division:

MARC M. MOSZKOWSKI and

HOSTGATOR.COM, LLC,

a Florida Limited Liability Company,

Defendant.

MOTION TO TAKE JUDICIAL NOTICE

COMES NOW, Plaintiffs, DEEPGULF, INC. and TOKE OIL AND GAS, S.A., by and through undersigned counsel, pursuant to Fla. Stat. § 90.203, and requests this Court take judicial notice of certain prior proceedings, and in support states as follows:

1. Previously in Deepgulf, Inc. and Toke Oil and Gas, S.A. v. Marc M. Moszkowski in United States District Court for the Northern District of Florida Pensacola Division, Case No. 3:18-CV-1466-TKW-MJF¹, the Deposition of Marc M. Moszkowski was taken on July 17, 2019 and October 20, 2019 which Plaintiffs would use in this present case and is attached as Exhibit "A" and "B".

2. This Court may take judicial notice of records of any court of the State of Florida. Fla. Stat. § 90.202.

¹ The present case was originally removed to federal court to that case number and was subsequently remanded to this Court.

4. The prior proceeding is the basis upon which Plaintiffs' taking of judicial notice of the record filings of 3:18-CV-1466-TKW-MJF will promote the expedient resolution of this action.

WHEREFORE, Plaintiffs request this Court take judicial notice of the Deposition attached hereto, and for such other and further relief as this Court deems just and proper.



BRADEN K. BALL, JR.
Florida Bar No. 89000
LITVAK BEASLEY WILSON & BALL, LLP
40 Palafox Place, Suite 300
Pensacola, Florida 32502
Office: (850) 432-9818
Facsimile: (850) 432-9830
Attorney for Plaintiffs
Primary E-mail: braden@lawpensacola.com
Secondary E-mail: mandrews@lawpensacola.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have on this 2nd day of August, 2023 served a copy of the foregoing Motion to Defendant, Marc M. Moszkowski, via the Florida EPortal.



BRADEN K. BALL, JR.
Florida Bar No. 89000
LITVAK BEASLEY WILSON & BALL, LLP
40 Palafox Place, Suite 300
Pensacola, Florida 32502
Office: (850) 432-9818
Facsimile: (850) 432-9830
Attorney for Plaintiffs
Primary E-mail: braden@lawpensacola.com
Secondary E-mail: mandrews@lawpensacola.com

EXHIBIT "A"

1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF FLORIDA
3 PENSACOLA DIVISION

3 DEEPGULF, INC., and
4 TOKE OIL AND GAS, S.A.,

5 Plaintiffs,

6 vs. CASE NO. : 3:18-CV-1466-MCR-MJF

7 MARC M. MOSZKOWSKI ,

8 Defendant.

9 _____ /

10

11

12 The deposition of MARC M. MOSZKOWSKI , taken by
13 the attorney for the Plaintiffs, commencing at approximately
14 9:25 a.m. , on the 17th day of July, 2019, at 220 West Garden
15 Street, Suite 603, Pensacola, Florida, before Connie L.
16 Morse, Court Reporter and Notary Public at Large in and for
17 the State of Florida.

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APPEARANCES

FOR THE PLAINTIFFS: BRADEN K. BALL, JR., ESQUIRE
Ltvak, Beasley, Wilson & Ball
40 Palaflox Place
Suite 300
Pensacola, Florida 32502

FOR THE DEFENDANT: THOMAS R. BOLLER, ESQUIRE
MARY ALLIE E. BOLLER, ESQUIRE
Boller Law Firm
150 Government Street
Suite 1001
Mobile, Alabama 36602

Also Present: Rus Howard

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PLAINTIFFS' NUMBER

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1 MR. BALL: Before we begin the deposition, I'd
2 just like to put on the record -- and this may go
3 before the judge at some time, but, anyway, just so
4 everybody knows. Of course, we received about
5 14,000 e-mails on Friday afternoon. We have not had
6 an opportunity to review hardly any of those e-mails
7 at this point. We may wish to reconvene this
8 deposition at some point once we have an opportunity
9 to do that. That may be up to the judge how we
10 conduct that or whatever. But I want to put that on
11 the record that we received those third-party
12 e-mails late on Friday afternoon.

13 WHEREUPON,

14 MARC M. MOSZKOWSKI

15 was called as a witness and, after having been first duly
16 sworn, testified as follows:

17 DIRECT EXAMINATION

18 BY MR. BALL:

19 Q I'm going to let you state your name for me,
20 and I may say it incorrectly, so I want you to say it for
21 me.

22 A Marc Moszkowski .

23 Q And I apologize in advance if I say it
24 incorrectly. I'll try to say it correctly for you. What is
25 your current address, Mr. Moszkowski ?

1 A It's Domai ne Du Verdos.

2 Q How do you spell that?

3 A You want me to write it?

4 Q Well, the court reporter needs to know.

5 A D-o-m-a-i-n-e, then Du, D-u, then Verdos,
6 V-e-r-d-o-s.

7 Q Mr. Moszkowski, have you ever had your
8 deposition taken before?

9 A No.

10 Q Well, so what we're going to do today is I'm
11 going to ask you some questions about the case that we have
12 pending in federal court, DeepGulf, Inc. and Toke Oil and
13 Gas, S.A., versus yourself. Connie here is going to be
14 taking down your testimony as we talk, so I would ask that
15 we try not to talk over each other and that when I ask you a
16 question you answer it out loud and with a yes or a no or
17 something like that. Head nods and uh-huhs and those kind
18 of things are hard for her to take down. So let's be sure
19 that we answer it so that she can have a record of this
20 event here today.

21 MR. HOWARD: I don't think he completed the
22 address. That's just the first part.

23 Q (By Mr. Ball) Yeah. What is the city that --

24 A 83300 Chateaudoubl e,
25 C-h-a-t-e-a-u-d-o-u-b-l -e.

1 Q Mr. Moszkowski --

2 A France.

3 Q I also want to ask you that if you don't
4 understand a question I ask you today to be sure to tell me
5 that and let me know, and I'll try to rephrase it for you or
6 say it in a different way so that you can understand it. Do
7 you agree to do that?

8 A I do.

9 Q Okay. Do you understand that you're under
10 oath here today?

11 A I do.

12 Q You understand that it's a third-degree felony
13 to provide false testimony?

14 A I don't, but I take your word.

15 Q Okay. And these are questions I always ask
16 people in the beginning of their deposition. Have you ever
17 been convicted of a crime?

18 A No.

19 Q Have you ever filed for bankruptcy?

20 A In the U.S.?

21 Q Well, anywhere.

22 A I would have to check. I don't know exactly
23 if it was bankruptcy.

24 Q Tell me what you understand happened in that
25 circumstance.

1 A There's a company I was the president of in
2 France that went out of business in 1997.

3 Q Do you remember the name of that company?

4 A Yeah. It was S-t-e-e-r.

5 Q What was the business of that company?

6 A S-t-e-e-r. Wastewater treatment.

7 Q Have you ever been involved in any kind of
8 litigation before?

9 A I've been in court before for one day. There
10 was a car that almost ran over me, these kind of things
11 twice, and both cases I won. That was before my son was
12 born.

13 Q A car accident case where you were the
14 plaintiff?

15 A No, I was a pedestrian, and there was a car.
16 I was not the plaintiff. I was the defendant. In both
17 cases I won, and I defended myself. That was like 1985 and
18 1986 or something in France.

19 Q You had mentioned in some written pleadings in
20 this case that you had had some litigation with a Mr.
21 Rumsey. Is that the case?

22 A Oh, I forgot that one. Yeah. Mr. Rumsey was
23 a good friend and partner of Russ Howard, has been suing me
24 in court in France for a loan that he never gave me.

25 Q What is the status of that case?

1 A I won on 4th of July last year. I won --
2 what's the name? Expedited --

3 MR. BOLLER: Summary judgment.

4 THE WITNESS: Summary judgment within a few
5 weeks. And then I was very surprised that he sued
6 me again in higher court, and I lost by default
7 because I didn't even know there was a lawsuit.

8 Q (By Mr. Ball) When you say you won at summary
9 judgment, there are two ways to win at summary judgment.
10 One is that you bring the summary judgment yourself and you
11 win, and one is that you defend the summary judgment.

12 A No, I was defending, and he was found -- the
13 case was found unmeritorious. The case was dismissed, I
14 would say. It was in the French language. So when the
15 summary judgment was dismissed, then a few months later, to
16 my surprise, he attacked again, this time in a higher court.
17 And in France I don't have the right to defend myself. And
18 at the time I didn't have any money, so I could not hire a
19 lawyer. Plus, the summons would not give me any date or
20 anything. Well, by the time that I was able to hire a
21 lawyer, the whole thing had been already judged. So he won
22 by default, but the court allowed me to go to appeal, and
23 I'm currently in appeal since June 30th, 2019.

24 Q So what I'm understanding is that you got a
25 judgment entered against you in that case; is that correct?

1 A Yeah, by default. I didn't even know there
2 was a trial.

3 Q And now it's on appeal?

4 A Now it's on appeal.

5 Q Okay. Understood. What e-mail address or
6 addresses do you currently use?

7 A DeepGulf.net.

8 Q M.moszkowski@deepgulf.net?

9 A M.moszkowski@deepgulf.net, yes.

10 Q During your time when you were involved with
11 DeepGulf or Toke Oil and Gas, S.A., what e-mail addresses
12 have you used?

13 A Several. M.moszkowski@deep-gulf.com,
14 Marcm.moszkowski@tokeoilandgas.com, depending on the time.
15 But those were the --

16 Q Did you ever use one with Toke Petroleum as an
17 end to the e-mail address?

18 A I'm not sure. I don't think so because Toke
19 Petroleum is the umbrella for the websites. I don't think I
20 ever used a Toke Petroleum address. I may be wrong, but if
21 I did it was only a couple of occasions. I don't know.

22 Q So what I'm understanding from you is that
23 there was a Deepgulf.com address and a Deep-gulf.com
24 address; is that correct?

25 A No, no. Deepgulf.com was taken by someone

1 else, so it had to be -- this was back in 2004, so I
2 registered Deep-gulf.com even before the company was
3 registered. And then the Deepgulf in one word dot net was
4 not available until later, and as soon as it became
5 available, I grabbed it.

6 Q So there are two DeepGulf e-mail addresses; is
7 that correct, that you use?

8 A Yeah, but I'm not using -- some people still
9 use the Deep-gulf.com to write to me. I primarily use the
10 Deepgulf.net address.

11 Q Have you ever been known by any aliases?

12 A Yeah, many.

13 Q Tell me the aliases that you've been known by.

14 A Jeffrey Fineman.

15 Q Why were you known as that alias?

16 A Because I would write sensitive, politically
17 sensitive articles about events in Australia and/or East
18 Timor, and I didn't want to put the company in jeopardy. So
19 whenever those articles were published in some publications
20 or whenever I was quoted by journalists, they always knew
21 that my name is Marc Moszkowski, but they agreed to use
22 Jeffrey Fineman like a lot of people do. The main reason is
23 that I don't want to put DeepGulf in -- how you call it?

24 MR. BOLLER: Jeopardy.

25 THE WITNESS: In jeopardy. That was the main

1 reason. I had another alias, and that was -- it
2 will come back to me. I never use it.

3 Q (By Mr. Ball) Was it a Mike McKenzie?

4 A I have this alias, but that originated like a
5 joke because whenever -- on the phone, especially 20 years
6 ago, I would give my name as Marc Moszkowski. The party on
7 the other end would hear Mike McKenzie. So Bill Lott
8 started calling me Mike McKenzie as a joke, so I have a
9 MikeMcKenzie100@gmail.com address.

10 Q Did you ever receive work-related e-mails at
11 that e-mail address?

12 A It's hard for me to say, but I don't believe
13 so. No, Jeffrey Fideman, Mike Perdriaux.

14 Q Spell that for the court reporter.

15 A I'm not sure, but I think it was M-i-k-e,
16 Perdriaux, P-e-r-d-r-i-a-u-x. Perdriaux was a good friend
17 of my parents. So I used that one at one point, but I never
18 wrote anything under that name. I didn't use that one.

19 Q You used it as an e-mail address?

20 A No, no. I think I used the Mike Perdriaux
21 thing to log into the South China Sea, I think it's News,
22 the news outlet of Hong Kong, you know, when I wanted to
23 comment. Same thing, you know, I don't want to comment
24 under Marc Moszkowski and then they find that I'm DeepGulf.
25 It would not be the correct thing to do.

1 Q Okay. Let's move on a little bit. Other than
2 one-on-one conversations with your lawyers, did you have a
3 conversation with anyone at all about your deposition today?

4 A Yeah.

5 Q Tell me who you had a conversation with.

6 A I told my son that I was being deposed today.
7 I told the person who's keeping my estate while I'm away
8 that I was going to the U.S. to be deposed. I told Bill
9 Lott that I was deposed. No one told me that it was a
10 secret, so I didn't make it a secret.

11 Q No, I'm not saying it's a secret. Did you
12 have a conversation about the substance of what you might
13 say at your deposition today? I guess that's -- not that
14 you're leaving, but did you have a conversation about the
15 substance of the deposition?

16 MR. BOLLER: Other than your counsel.

17 Q (By Mr. Ball) Other than your attorney.

18 A No, I haven't. But on the other hand, I've
19 written like a thousand pages in the case file, so
20 everything we're going to talk about I think is already
21 there. Other than that, no, I don't talk about details
22 about this thing because they're not comprehensible to
23 laymen.

24 Q You haven't had a conversation with Mr. Lott
25 about your case or your deposition?

1 A About the case, yes. About the deposition,
2 no.

3 Q Tell me about your conversation with Mr. Lott
4 about your case.

5 A Mr. Lott was director. He was sort of pushed
6 out from the board of directors by Mr. Howard. He's still a
7 shareholder, so we discuss issues. Plus, he's my best
8 friend, so we discuss issues.

9 Q When you say you discuss, is this a recent
10 conversation or a conversation in the past?

11 A We've been discussing company matters with Mr.
12 Lott since the founding of the company in 2004.

13 Q Did you have a conversation since you've
14 landed here in the United States with Mr. Lott?

15 A Yes, sir.

16 Q About this case?

17 A Yes, I do.

18 Q What did you all discuss?

19 A A lot of things.

20 Q Tell me those things.

21 A Frankly speaking?

22 Q Yes, sir.

23 A Okay. That the case is totally unmeritorious,
24 that I don't see anything in the case that should
25 incriminate me, that everything -- I've never hidden

1 anything from Mr. Howard and that to this day I would like
2 to know the reason why I'm being sued by my own company. So
3 that's basically what we talk about.

4 Q Did Mr. Lott have any reaction to your
5 discussion with him at that time?

6 A What do you mean by that?

7 Q Did he converse back with you? Did you just
8 tell him information, or did he tell you things as well?

9 A I guess so. We're conversing, yeah.

10 Q What did he say when you told him, hey, I
11 think this case doesn't have merit and no things were hidden
12 from Mr. Howard?

13 A He doesn't really react to this, but most of
14 the time he plays the part of the devil's advocate.

15 Q In what way?

16 A You know, he doesn't systematically believe me
17 because I'm his best friend, so he questions everything I
18 say and has been doing so for years.

19 MR. BOLLER: Braden, in the interest of full
20 disclosure, you realize that he's staying at Billy's
21 house while he's staying in the States.

22 MR. BALL: Sure. Well, I did not understand.

23 MR. BOLLER: Now you know. Billy has opened
24 his home to Marc, and Marc is staying there.

25 Q (By Mr. Ball) Okay. I understand. I don't

1 need to know about your conversations about politics or
2 sports or anything else. I'm just asking about the case.

3 A No, I don't think you want to know about
4 discussions about politics because we don't agree on
5 politics, but we agree on everything else.

6 Q You and Mr. Lott?

7 A Yeah.

8 Q Tell me about your educational background.

9 A I was born in the Netherlands. My dad was an
10 engineer and a manager of Schumberger,
11 S-c-h-l-u-m-b-e-r-g-e-r. And so I spent my youth traveling
12 from one country to the other. Now, my father was an
13 engineer. My grandfather was a mathematician. My great
14 uncle was a physicist. I'm from, I would say, an educated
15 family. So I went to high school, and like I attended, I
16 don't know, six or seven or eight different high schools. I
17 graduated from high school, which is a competitive
18 examination there, I think in 1971. Then I went to what is
19 called mathematics superior, superior mathematics.

20 Q Let me interrupt you real quick. Is that a
21 higher education type?

22 A Yeah, very high, very high, yeah. I did it in
23 one of the most prestigious schools in France. What was the
24 name of that?

25 MR. BOLLER: This is a good opportunity for me

1 to remind you what he mentioned at the beginning,
2 that if the two of you talk at the same time, it's
3 hard for her so --

4 THE WITNESS: Did I talk -- sorry.

5 MR. BOLLER: It wasn't egregious, but I think
6 that you need to be conscious of that and pause when
7 he asks a question. Even if he's asking for
8 clarification of what you have just said, let him
9 say what he wants to say, pause and answer.

10 Q (By Mr. Ball) Yeah, and one reason for that
11 is because of --

12 A I didn't realize.

13 Q One of the reasons for that --

14 MR. BOLLER: You just did it.

15 Q (By Mr. Ball) -- is the accent. She has to
16 be able to take it down. Here sometimes she may have a
17 question as to what you say, so I want to make sure she's
18 able to get a full transcription of what we're talking about
19 here today. So go ahead. You said --

20 A Okay. So I went to mathemati ques superieur,
21 then I went to mathemati ques specia l, specia l mathemati cs,
22 and then I joined the Ecole National e de Marine Marchande,
23 whi ch is merchant marine national school .

24 Q Let me stop you for a second. Did you obtain
25 degrees or the equiva lent of degrees i n --

1 A No.

2 Q Hang on. In mathematics superior and the
3 special mathematics, did you obtain degrees or whatever it's
4 called in France?

5 A No degrees but those classes.

6 Q Okay. And then you went to the merchant
7 marines or a school for merchant marines; is that correct?

8 A Yeah.

9 Q Tell me about that.

10 A For four years. I entered school in 1973. I
11 finished school in June 1981.

12 Q That includes the mathematic program as well
13 as the merchant marine program --

14 A No, no.

15 Q Hang on. Let me finish.

16 MR. BOLLER: You have the shortest memory.

17 Q (By Mr. Ball) So you indicated earlier it was
18 a four-year program for the merchant marine program, but you
19 said your time period was from 1973 to 1981, so I'm trying
20 to understand what occurred in 1973 to 1981 with your
21 education.

22 A I went to college for four years between 1973
23 and 1981.

24 Q Okay. So it was sporadic, but it was a total
25 of four years, but it was a sporadic education; is that

1 correct?

2 A Yeah, because it's the nature of the
3 education. You go to school, you go to sea, you go to
4 school, you go to sea, you go to school, you go to sea, you
5 go to school again; and then you wait 60 months, and then
6 you get your final diploma.

7 Q Did you get a diploma yourself?

8 A Yeah.

9 Q What was your diploma in?

10 A Diplôme d'études supérieures de la marine
11 maritime.

12 Q Can you just give us the English?

13 A Okay. That would be merchant marine studies
14 superior diploma.

15 COURT REPORTER: You've still got to spell it
16 because you said it on the record.

17 Q (By Mr. Ball) So would you spell the French
18 part for her?

19 A Okay. D-i-p-l-o-m-e, d apostrophe
20 e-t-u-d-e-s, s-u-p-e-r-i-e-u-r-e-s, d-e, l-a, marine
21 maritime, m-a-r-c-h-a-n-d-e.

22 Q And from now on when I ask you a question,
23 unless there's not an English equivalent, I'm going to ask
24 you to say it in English for the court reporter, and we'll
25 just understand that sometimes maybe it was something that

1 was done in France, but maybe there's just the English
2 translation. If you can do that for me, it would be a lot
3 easier for her.

4 MR. BOLLER: Do it for her.

5 Q (By Mr. Ball) Yeah. If not for me, do it for
6 her. Is that a summary of all your education, or is there
7 more? Is there more education, or is that really it in
8 terms of undergraduate or postgraduate education?

9 A No. The rest of my education I gave myself.

10 Q Okay. This is not online studies of any kind;
11 this is just you studying -- you didn't get a degree from
12 somewhere else by yourself, did you?

13 A No.

14 Q Okay. You just taught yourself how to do
15 certain things; is that what you're trying to say?

16 A I study things.

17 Q Okay. Understood. Now, tell me after you got
18 done with the merchant marine school, how did you find
19 employment? How were you employed?

20 A Well, at the time it was extremely easy. I
21 would call a shipping line, and the next day I would be on a
22 ship.

23 Q What were you doing on the ship?

24 A First I was a cadet, then I was a cadet on the
25 deck, I was a cadet in the engine room, then I was third

1 mate engine room and deck, then I was a second mate, then I
2 was a first mate, and at the very end of it I was a captain.

3 Q How long did you participate in the merchant
4 marines?

5 A The first ship I boarded was June 1974. The
6 last ship on which I was a first mate was during the
7 Falklands War, so that was like 1982 or 1983. But then I
8 transferred to the oil and gas industry offshore where I was
9 still registered as a seafarer. And this I did until -- oh,
10 and then I came back to the merchant marine. I think the
11 last time I was on a barge offshore or on a ship as a
12 merchant marine officer, I think that was right after my son
13 was born, like 1987.

14 Q After your son was born, is that what you
15 said?

16 A Right after he was born.

17 Q Okay. And then you said you --

18 A Yeah, but then I went through -- yeah, I would
19 say until 1987.

20 Q Okay. And then you said you transferred to
21 the oil and gas industry; is that correct?

22 A Yeah.

23 Q Did you work for a private company? Did you
24 work for a private company or entity at that time?

25 A I don't understand your question.

1 Q Who did you work for in the oil and gas
2 industry?

3 A Different companies.

4 Q Who was the first company you worked for?

5 A ETPM.

6 Q What is their business?

7 A Their business is pipeline installation and
8 offshore field construction, oil and gas field construction.
9 Yeah, that's about it. It's anything that an oil company --
10 it's installing all the equipment that an oil and gas
11 company needs to operate after an oil well has been drilled.
12 So you have a drilling company that comes, drills a bowl.
13 Once the drilling is done, then we have a Christmas tree,
14 whatever, plug on the thing, and everything up to that point
15 is offshore construction companies.

16 Q Is it fair to say that since you left the
17 merchant marines that maybe until the year 2000 -- I'm just
18 picking a year -- you were involved in the oil and gas
19 industry in some way?

20 A I've been involved ever since 1982.

21 Q Okay. And your involvement has been with
22 multiple companies -- and let's say prior to your
23 involvement with DeepGulf --

24 A Yeah.

25 Q -- your involvement was with multiple

1 companies, correct?

2 A Yes, sir.

3 Q Was it in a similar fashion as ETPM?

4 A In this industry the last couple of decades
5 has seen a lot of restructuring, so companies change names.
6 They were regrouped. So ETPM became Stolt Offshore, then
7 after Stolt -- then Stolt Offshore became -- I don't
8 remember the name.

9 Q I don't know that I need to know all the names
10 of the companies just to shortcut our conversation here
11 today. I just want to know if you were in a similar type of
12 field as you were in the beginning when you said you were
13 with ETPM?

14 A Yeah.

15 Q Is that where you developed your expertise on
16 deepwater pipeline technology?

17 A Yes.

18 Q By learning in the field; is that correct?

19 A By learning and designing.

20 Q Okay. Did you do kind of jobs while you were
21 involved with that from sort of the lowest man on the totem
22 pole to the --

23 A Can you say again?

24 Q Did you start on a lower level when you
25 started working the oil and gas industry?

1 A No, no.

2 Q Go ahead.

3 A I started as assistant superintendent.

4 Q Okay.

5 A The first time I went on the barge, I was
6 number two on board.

7 Q What was your job as assistant superintendent?

8 A It was to assist the superintendent. That is
9 assist the man who was managing the whole shebang.

10 Q Were you involved in the technology at that
11 time with regard to the pipelines and those sorts of things?

12 A At the time, like the first time was 1982,
13 yeah, it was 1982 right after the Falklands War. When I
14 started -- well, that was way before easy communication,
15 satellite communication and, more importantly, computers.
16 So the crew on board a barge like this with 300 or 400
17 people on board was pretty much self-contained. But all the
18 engineering plans came from the office in Paris. So the
19 duty of the barge captain or barge superintendent, it was
20 called at the time, was to build the field in accordance to
21 the blueprints.

22 Q You said build?

23 A Build, yeah, in accordance with the blueprints
24 and in accordance with the procedures. But, of course, you
25 know, you probably understand that there's a huge difference

1 between what was devised in the engineering office in Paris
2 and what's going on in the Gulf of Guinea offshore Nigeria.
3 So the managers on board had a very high level of freedom in
4 adapting the procedures so that in the end things would
5 work. Again, you would not call onshore on the telephone.
6 So the whole thing was self-contained. That's when I
7 started doing engineering myself.

8 Q When you say build the field, does that mean
9 plan where the pipeline is going to go? Is that what you
10 mean?

11 A Okay. You have a job. For example, you have
12 a pipeline job. Pipeline job is you lay a pipeline from --
13 no, you first install a jacket. Well, no, you first install
14 the legs of a jacket that you hammer down into soil
15 offshore. Then you put what is called a jacket on top.
16 Then you put what is called the topsides on top. Then you
17 assemble the whole thing so it becomes an offshore
18 production platform. Once you're done with this, then you
19 lay a pipeline. First you install it's called a riser, and
20 then you lay a pipeline all the way to shore. So you start
21 in deep water, and you end up onshore.

22 So when you're onshore there's another thing.
23 You need to pull a pipeline from the shore all the way to a
24 point that is deep enough but also shallow enough so that
25 the barge can pick up both sides of the pipeline and join

1 them, and then you lower it in the water.

2 Q So your job was to engineer that on location;
3 is that in essence?

4 A (Witness shakes head negatively.)

5 Sorry. My job was to try as much as possible
6 to install all the things according to procedure and
7 blueprints, but it was also to modify procedures and
8 blueprints because in the real world things are never the
9 way they seem to be in an engineering office 10,000
10 kilometers away. The other thing is the people on board
11 the -- the barge captain -- well, in 1982 I was 28, yeah.
12 But the barge captain would be 57, 58, you know. These were
13 people with a lot of experience. But the guys in the
14 engineering office would be 25, so there was a huge
15 discrepancy between the reality of the field and
16 engineering.

17 Q I think I understand, and I think I understand
18 what your job was at that time. Thank you for providing
19 that information to me. Now, presently how are you
20 employed? Currently how are you employed?

21 A Employed is a -- you will need to explain to
22 me the meaning of employment.

23 Q How do you make money?

24 A I don't.

25 Q Okay. Do you work for anyone with expectation

1 of receiving money in the future right now?

2 A No.

3 Q Let me ask the question again. Do you work
4 for anyone with the expectation that you'll be paid by them
5 in the future?

6 A No.

7 Q What do you do day to day? Are you involved
8 in anything, any projects or anything that you do day to
9 day, or are you just at the house?

10 A I'm the president of DeepGulf, Inc. I'm the
11 largest shareholder of DeepGulf, Inc. I'm doing my best to
12 develop future business for DeepGulf, Inc.

13 Q So since -- let's say in 2019, what have you
14 done to develop business for DeepGulf, Inc.?

15 A I do drawings. I reply to questions from
16 friends. I try to develop the markets, which is extremely
17 difficult because we have no money. We have no money
18 because the person who was in charge of raising money didn't
19 raise money. I'm still the president of DeepGulf, Inc.

20 Q And you're still doing physical work from day
21 to day at this time, or not from day to day but from time to
22 time in 2019 for DeepGulf; is that correct?

23 A Why would you say time to time?

24 Q Well, I don't know if it's day to day or time
25 to time. At any time.

1 A All the time.

2 Q Okay.

3 A All the time that I'm not eating or cutting
4 grass or washing or --

5 Q Right. I don't know how often you work, so
6 that's the reason I say it. I'm not trying to insult you or
7 anything. I just don't know how often you're working, so
8 that's why I say it that way.

9 A Sixteen hours a day.

10 Q Do you report that work to anyone involved
11 with DeepGulf, Inc. other than yourself?

12 A I don't, and I can't.

13 Q Why can't you?

14 A Because the people I work with inside DeepGulf
15 are suing me.

16 Q So you think just because you're being sued
17 that you can do work on behalf of DeepGulf and not report
18 that work to anyone else?

19 A I'm the president, so I report to the
20 president.

21 Q You understand there's a board of directors?

22 A I understand there's a board of directors.

23 Q Do you think you have an obligation to report
24 what you do in your job as president to the board of
25 directors?

1 A Not since the dispute started.

2 Q So because there's a lawsuit, you believe that
3 you have no obligation to report at all to the board of
4 directors; is that correct?

5 A No, because I'm convinced that Mr. Howard and
6 Mr. Johnson usurped, hijacked the board of directors.

7 Q Well, tell me about -- when you say you're
8 trying to develop the market, what have you done to try to
9 develop the market in 2019?

10 A I'm studying everything that is going on in
11 the Far East and the Australia area. Every single project
12 that is going on, I comment on it, I study what's going on,
13 and I'm waiting for a window of opportunity.

14 Q Window of opportunity to do what?

15 A Say that again.

16 Q Window of opportunity to do what? You said
17 you're waiting for a window of opportunity. What are you
18 waiting for?

19 A To build what we always had in mind to build
20 in East Timor and possibly Western Australia.

21 Q You think if you're going to do that that you
22 can do that on your own, or do you think you're going to
23 need the assistance of the remainder of your company to do
24 that?

25 A Okay. Frankly speaking, the company never

1 assisted me in any way, engineering, money, because I made
2 more money than the company raised. So the company never
3 assisted me.

4 MR. BOLLER: Also, I've got, I guess, an
5 objection to the form in your reference to the
6 remainder of the company. I'm not sure what you
7 mean by that.

8 MR. BALL: Well, the remaining shareholders,
9 officers, directors of the company.

10 MR. BOLLER: Do you understand the question?

11 THE WITNESS: Yes, I do.

12 Q (By Mr. Ball) Continue with your answer. I'm
13 sorry.

14 A Okay. I have a big issue with the
15 shareholders who sided with Rus Howard in this lawsuit
16 without ever trying to communicate with me. I have a big
17 issue with Mr. Howard having obtained proxies from some
18 shareholders that were not available to me because 50
19 percent of the addresses of the shareholders have been
20 concealed from me.

21 Q Is obtaining proxies illegal?

22 A It is not. But obtaining proxies when you
23 hide the addresses of the shareholders from the other party,
24 I don't think that's legal. I don't know. You know, I'm
25 not a lawyer. But I would be very surprised if that was

1 I legal .

2 Q Now, you're working in 2019 as president of
3 DeepGulf. Do you have the expectation -- and I'm not saying
4 the financial expectation, but for lack of a better word,
5 the contractual expectation -- and I don't know if you have
6 a contract or not -- that you'll be paid for this work that
7 you're doing?

8 A I hope so one day.

9 Q You hope that you'll be paid because you're a
10 shareholder or because you're working? In other words,
11 there are two ways you can be paid from a company. One way
12 is to do work for it and be employed in some way, and
13 another way is to take profits from it. Do you expect that
14 it would be because of profits or maybe being paid a salary?

15 A Like in the past, I expect to be paid back my
16 salary since 2013 about a million dollars from the company.

17 Q You're including your work now in 2019; is
18 that correct?

19 A No. That would be on top of it because in
20 December of 2017, all of a sudden I was told that I was not
21 the CEO anymore, although at the time it was not called the
22 CEO. Magically it had become the EO. And so that salary
23 for the time between December 2017 and to date, that would
24 be a different matter.

25 Q Now, I didn't say this to you earlier, but

1 usually I say this in introduction. I'm not saying we need
2 a break now, but if ever you need a break for the restroom
3 or a drink or whatever, let me know. We can take a break at
4 any time.

5 You've been talking about DeepGulf, Inc. Tell
6 me how you first became involved with the company DeepGulf,
7 Inc.

8 A I had developed a number of technologies and
9 ideas over the years, and in 2004 on September 14 or 16, I
10 don't remember exactly, a big hurricane struck the Gulf
11 Coast, and that was Ivan.

12 Q We all remember Hurricane Ivan.

13 A So everybody was living more or less on the
14 street. Everybody met everybody. That's when I was
15 introduced to Rus Howard.

16 Q Who introduced you to Rus Howard?

17 A Kathy Tanner.

18 Q Who is Kathy Tanner?

19 A Kathy Tanner is a very dear friend of mine,
20 although I don't communicate with her since the beginning of
21 this lawsuit, very dear friend of mine who supported me
22 financially from 2015 until I left in 2017 by bringing food
23 to my house because between the beginning of 2015 and 2017,
24 I had no money, no salary, no revenue. I was in my house
25 over there in Pensacola next door to Rus Howard's house, and

1 I survived for more than two years on \$100 a month, and I
2 lost 55 pounds in the process.

3 Q I understand Ms. Tanner is a real estate
4 agent; is that correct?

5 A She is.

6 Q Does she do any real estate work for you?

7 A I have a question. Why do you ask me who she
8 was when you know perfectly well who she is?

9 Q I'm not here to answer your questions today.

10 A All right.

11 Q I'm here to find out what you know about the
12 case.

13 A Yes. She had worked for me on a real estate
14 deal in the spring of 2003.

15 Q And tell me how she -- I guess I want to
16 understand how Kathy introduced you and Russ to each other
17 and why that happened.

18 A You would need to ask her.

19 Q Well, did she tell you something, hey, I've
20 got a gentleman that can maybe provide some funding for some
21 of your projects? Was it something like that, or what
22 happened?

23 A Yeah. She said she knew a gentleman who was a
24 multi-millionaire who would be willing to invest in
25 projects, so talk to him.

1 Q And she knew from you that you had some of the
2 technical expertise with regard to these deepwater
3 pipelines; is that correct?

4 A I had a number of -- at the time I had one
5 patent or two patents, and I wanted to develop those
6 patents, so since 2000 I had been looking for funds to
7 develop that patent. Of course, I was telling everybody
8 because when you need money you tell everybody.

9 Q Did you and Mr. Howard meet after your
10 conversation with Ms. Tanner?

11 A We met in his house on his patio, second floor
12 sometime, I would say, late -- I could find the exact date.

13 Q Approximate is fine.

14 A Because I keep track of everything. But
15 between end of September or maybe early October 2004.

16 Q What was the substance of that conversation?

17 A That we would found a company that Mr. Howard
18 wanted to call Deep, D-e-e-p. Remember that my -- the
19 company -- well, the website I was using at the time was
20 Ultra Deep Offshore. The whole thing is about deep water.
21 So he wanted to call it Deep. Then we would raise tens of
22 millions of dollars, and we could build what we had to
23 build.

24 Q Did you contribute any money at the time that
25 DeepGulf was formed?

1 A I don't think so. I could be wrong. Maybe a
2 thousand dollars or two.

3 Q Any substantial money?

4 A No.

5 Q Did Mr. Howard contribute money at that time;
6 do you know?

7 A I think he contributed \$5,000.

8 Q Did you all go out and hire a law firm to file
9 for the corporation?

10 A I didn't.

11 Q Did Mr. Howard?

12 A I believe he did.

13 Q Okay. Do you know the law firm he hired?

14 A I remember the name of one of the lawyers, but
15 I don't know if it was then or after. I don't know. But
16 the name was Chad McDaniels or McDaniels.

17 Q The company Deep obviously wasn't formed?

18 A No, because Deep, it's such a common name that
19 it was not available, so I proposed DeepGulf.

20 Q And that company was formed; is that correct?

21 A Yeah.

22 Q The shareholders at the time of formation were
23 whom?

24 A Were Rus Howard, who contributed \$5,000, as I
25 remember; and me, who contributed all the know-how.

1 Q Were you all 50/50 shareholders?

2 A I believe we were.

3 Q And you lived here in Pensacola when DeepGulf
4 was formed; is that correct?

5 A No. I had lived in Pensacola from 2001 until
6 2002 over there on Spring Street. At the time I was living
7 in Houston, and I was doing consulting work for, I think it
8 was Stolt Offshore, S-t-o-l-t, Offshore.

9 Q Let me just interrupt you. So you lived in
10 Houston when DeepGulf was formed; is that correct?

11 A I did.

12 Q What was the business of DeepGulf at the time
13 it was formed? What was the purpose?

14 A I believe it was to develop the ultra
15 deepwater pipeline lay method.

16 Q By what method? I'm sorry.

17 A Ultra deepwater heavy pipeline installation
18 method. Mr. Ball, off the record?

19 MR. BALL: We can go off the record.

20 (Discussion ensued off the record.)

21 Q (By Mr. Ball) Is it fair to say that you had
22 the technological expertise with regard to the business of
23 DeepGulf at the time it was formed, and maybe Mr. Howard had
24 the business and financial expertise to assist?

25 A I wouldn't say so. I had the technical

1 expertise, and I had the business expertise, and he was
2 supposed to have the financing expertise.

3 Q At the time that DeepGulf was formed, was
4 there any discussion about how people would be paid or how
5 you or Mr. Howard would be paid out of the company?

6 A Not that I remember.

7 Q So at the time you just had an idea and let's
8 say, hey, let's go get some investors and let's develop this
9 idea; was that the idea?

10 A That was the idea.

11 Q What happened next with regard to the company?

12 A I continued to do a lot of work, develop the
13 website, tried to meet people in the industry, tried to
14 involve Mr. Howard in the meetings. He would come to the
15 meetings. I wouldn't agree with what he was saying, but he
16 would say what he would say. And other than that nothing
17 because he never raised a cent until one day I got enough of
18 it. That was like two years later, and we had a meeting.
19 He refused to come to my house, so we met in the park. You
20 know the park next to my house. What's it called?

21 MR. BOLLER: If you know, you know. If you
22 don't, you don't.

23 THE WITNESS: Alcaniz and Zaragoza.

24 Q (By Mr. Ball) Anyway, you met at a park?

25 A In the park, and I said, okay, either you

1 start raising money or this is it because your job is to
2 raise money, and so far you have raised nothing. That's
3 when he started taking it seriously.

4 Q About what time period was that?

5 A I would think that was either mid-2006 or
6 mid-2007.

7 Q Did other shareholders come on at that time?

8 A I believe they came on later on.

9 Q Do you have any knowledge of how much money
10 was raised or how many shareholders came on?

11 A I counted 42 shareholders of which I have like
12 half the e-mail addresses. From the documents that Mr.
13 Howard gave me and from what he said in his recording of a
14 board of directors meetings, he raised \$756,000, although
15 from the financial -- the few financial records that you
16 sent me back in the spring, I don't find the \$756,000. So I
17 have to take his word that it was \$756,000.

18 Q Were the other shareholders, were they merely
19 investors, or did any of them have any technical expertise
20 in that field at all?

21 A There was at least one who made us believe
22 that he had, but obviously, he didn't.

23 Q Who was that?

24 A I think it was Mr. Ward. I like the man, but
25 he didn't have the expertise he claimed he had.

1 Q Ward, W-a-r-d?

2 A I believe so. Al Ward, I think. I don't --
3 maybe I'll remember better.

4 Q I understand. When did DeepGulf start making
5 any money at all?

6 A So I had worked on the websites, and one day I
7 received an e-mail from a gentleman in East Timor who was
8 the president director general of Toke Petroleum.

9 Q Let me interrupt you just real quick. I want
10 to come back to that. Was there any other projects prior to
11 going to East Timor where DeepGulf had a presence or made
12 any money or anything else?

13 A I don't think so.

14 Q Okay. As far as you know?

15 A Well, I was making my money because I was
16 working as a consultant for various European offshore oil
17 and gas construction companies at \$1,500 a day and later at
18 \$1,000 a day, but a longer period.

19 Q And when did you have these consulting jobs?

20 A I had them all along since 1997.

21 Q When was the last time that you had a
22 consulting job like that?

23 A I think -- oh, 2014.

24 Q And what were you consulting about in those
25 jobs where you made \$1,000 to \$1,500 a day?

1 A The \$1,500 a day I was offshore in the North
2 Sea, and I was the engineer -- well, the primary engineer on
3 board a very large pipeline installation barge, LB-200.
4 That was one of the biggest barges at the time. So I was
5 the -- not the chief engineer because the chief engineer is
6 in the engine room. I was the engineering chief.

7 Q Were you using some of the technologies that
8 you had used with DeepGulf in your --

9 A No.

10 Q -- consulting projects?

11 A No.

12 Q Completely different type of industries or
13 companies or what?

14 A No, completely similar.

15 Q Okay. So what did you do for this European
16 company? I don't know much about the industry, so maybe I
17 don't understand.

18 A Okay. First of all, let's not forget that was
19 2005, which is 15 years ago almost, so I will try to do the
20 best --

21 Q Best of your memory.

22 A -- of my recollection. It was a very
23 difficult job for the Norwegian oil and gas company,
24 Statoil. They're not easy to work with.

25 Q What oil now?

1 A Statoil, Statoil, like state, Statoil.

2 Q Okay.

3 A What I remember, those gas pipelines were a
4 dual 42-inch pipeline, so 42-inch, that's a big pipeline.
5 And they didn't really have the capability to do it, so they
6 needed someone to -- well, to make sure that the client,
7 Statoil -- because the client has representatives on the
8 location all the time -- that the client would be satisfied
9 with our procedures and the way we would do things, so that
10 was my job to make them satisfied.

11 Q Okay.

12 A And they were satisfied until I noticed that
13 there was a huge problem with what is called the stinger.
14 Let's not get into the detail. It's a huge piece of
15 mechanical engineering that was about to fail and that
16 would -- if it was not repaired and the job stopped -- that
17 was about two months in the job. If the job was not stopped
18 immediately and the barge sent to a shipyard, the exposure
19 would be that you would have the barge sinking with -- I
20 think that barge had 600 people on board. It had had a
21 similar accident like ten years before.

22 Q Did this Norwegian company, European company,
23 did it use any ultra deepwater pipeline technology?

24 A No, because this was shallow water.

25 Q Okay. Did you do any consulting for other

1 companies during that time period? Just answer yes or no
2 for now.

3 A Not during that time but after that time,
4 yeah.

5 Q When was that?

A 2006, 2007, 2010. Well, sporadically all the way to 2014.

8 Q 2014 is the last time that you had these
9 consulting-type jobs; is that correct?

10 A Yeah.

11 Q Were any of those consulting jobs involving
12 deepwater technology for pipelines?

13 A No.

14 Q I'm going to show you a document.

15 A We already have it.

Q I just want you to look at the document.

17 A Okay.

18 Q Just let me ask you this: Are you familiar
19 with that document?

A When I signed it, I hadn't read it.

21 Q That's not my question. My question is, are
22 you familiar with that document?

23 A More or less now.

24 Q On page 6 is that your signature, on page 6 of
25 the document?

1 A I believe it is.

2 Q Is that Mr. Howard's signature on behalf of
3 DeepGulf also on page 6?

4 A I have no reason to believe it's not.

5 MR. BALL: I'm going to have that marked for
6 the deposition as Exhibit 1.

7 (Plaintiffs' Exhibit 1 was marked for
8 identification.)

9 Q (By Mr. Ball) So you just signed it? Or you
10 were about to testify that you said you did not read this
11 document; is that correct?

12 A Not really.

13 Q Do you sign things you don't read often?

14 A I signed thousands of pages for Mr. Howard
15 which I didn't have the time to read.

16 Q Okay.

17 A I signed virtually everything he gave me to
18 sign. Very often, by the way, the day right after I came
19 back from a distant trip and I was under jet lag. I totally
20 trusted Mr. Howard with my life, and this is not a figure of
21 speech.

22 Q Have you read it now since litigation?

23 A Yeah, I have.

24 Q Other than your argument that maybe you didn't
25 read it, do you have any reason to believe that you were not

1 subject to this agreement in 2005?

2 A In 2005 I hadn't read it.

3 Q That's not my question. Do you have any
4 reason to believe that you weren't subject to terms of this
5 agreement other than your argument that maybe you hadn't
6 read it in 2005 when you signed it?

7 A Give me an example.

8 Q Well, there are paragraphs related to
9 noncompetition, nonsolicitation of customers, those sorts of
10 things. Do you believe that you are subject to those
11 provisions?

12 A Perhaps.

13 Q Why do you say perhaps?

14 A Well, for one thing, you know, during all that
15 time Mr. Howard was not raising money for the company, so I
16 had to continue to work, and my work before I founded the
17 company was to work as a consultant and work in the oil and
18 gas business. The other thing is Mr. Howard knew 100
19 percent of everything I was doing. So I expected Mr. Howard
20 to tell me if I did anything that was incorrect. He never
21 told me that I did anything that was incorrect with regard
22 to those contracts.

23 On the other hand, he profited from those
24 contracts because I used the proceeds of those contracts to
25 support the company, to pay for my upkeep, to pay for the

1 websi tes, to pay for my travel i ng, to pay for my travel i ng
2 to East Timor, for example. If I did anything that was i n
3 contraventi on wi th thi s agreement, I di dn' t know, but I
4 woul d have expected Mr. Howard, who was the
5 admi nistrati ve -- the secretary of the company, to tell me,
6 but he never tol d me anything. By the way, what's the date
7 of thi s thi ng?

8 Q It's dated September -- i t's on page 6. It's
9 dated --

10 A September 15.

11 Q Correct.

12 A That job that I was tal ki ng about i n North
13 Sea, that was before.

14 Q Okay. I understand. If you'll look at the
15 paragraph 6 of thi s agreement, wh ch i s on page 3. Have you
16 had an opportunity to read that provisi on before today?

17 A It's very onerous to me, so please, go ahead.

18 Q Do you want to read i t again? I'll be happy
19 to --

20 A Can you tell me the gist of i t?

21 Q Well, it i s what it i s. I woul d ask you to
22 read i t, and then I'll ask you questi ons about i t.

23 MR. BOLLER: Read i t.

24 Q (By Mr. Ball) You let me know when you're
25 done.

1 MR. BOLLER: If we could, while he reads that,
2 I'm going go to the men's room.

3 MR. BALL: I'll just let him read it.

4 (A recess was taken.)

5 Q (By Mr. Ball) So we went on break, and I
6 asked you to read paragraph 6 of the noncompetition
7 agreement. Did you have an opportunity to read that, Mr.
8 Moszkowski?

9 A I just read it.

10 MR. BOLLER: Just to be clear, actually, 6 has
11 got two paragraphs. Did you read them both?

12 THE WITNESS: No.

13 Q (By Mr. Ball) Read paragraph (b) as well,
14 please. After you've read that paragraph, do you have an
15 understanding on your own what that paragraph -- what those
16 paragraphs mean?

17 A More or less.

18 Q Tell me what you think they mean.

19 A They seem to mean that the company owns me.

20 Q The company does what?

21 A Owns me.

22 Q Owns you. Okay. In what way?

23 A You know, like I'm an indentured servant and
24 everything I do belongs to the company, but the company
25 doesn't owe me anything.

1 Q Okay. Now, paragraph (b) talks about
2 developments and defines developments in this agreement.
3 Paragraph (b) talks about excluded developments, and it asks
4 that if there are any developments to be excluded that you
5 would initial there. This was actually done in duplicate,
6 so there are two copies of this thing, one that you
7 initialled and one that Mr. Howard initialled. On either of
8 the copies, did you set your initials to exclude any
9 developments here?

10 A I don't remember.

11 Q Do you see your initials there excluding
12 developments?

13 A No.

14 Q On page 7 or the very final page of the
15 exhibit, let's say that, the final page, it says -- and
16 you're looking at Mr. Howard's initials, but on the next
17 final page, very, very final page of the entire exhibit, do
18 you see that? It says, the following is a complete list of
19 all developments, and the purpose of those developments
20 which -- do you see your initials there?

21 A I do.

22 Q And it says, no developments; is that correct?

23 A That's what I read. I signed this here
24 because Mr. Howard said, you sign here.

25 Q I understand. Do you have any reason to

1 believe that this document that you're looking at here today
2 is not binding on you even as we sit here today?

3 A I cannot answer that question.

4 Q Why not?

5 A Because it's complicated.

6 Q Well, explain why it's complicated.

7 A Because of the conflict of interest. I'm
8 being sued by my own company. In other words, I'm suing
9 myself. The company in its bylaws must hold me harmless.
10 So I don't know where the boundary is between myself and the
11 company, so that's the reason why I'm saying it's complex
12 and difficult.

13 Q Okay. But let me ask this question: Lawsuit
14 notwithstanding, you signed this agreement, correct?

15 A (Witness nods head affirmatively.)

16 Q And so is there any reason that this agreement
17 has been terminated or that it doesn't apply to you any
18 longer other than you say this lawsuit is pending, but
19 anything other than that, is there any reason this agreement
20 is not binding on you today?

21 MR. BOLLER: Are you asking him for a legal
22 opinion?

23 MR. BALL: I'm asking him for any facts that
24 he has that would support an argument that the
25 agreement has been terminated or is no longer

1 bi ndi ng.

2 THE WI TNESS: You know, to this day -- and I'm
3 not a totally ignorant person. I have some
4 education. I understand English. To this day I
5 don't understand everything in this agreement. It's
6 so constricting that basically what it says is that
7 I'm an indentured servant even if I don't receive a
8 salary and I was sent back to where I came from.

9 So, basically, I don't understand this, but I
10 don't think I willfully did anything to go against
11 this agreement. And I also believe that if I had
12 done anything against this agreement, I would have
13 counted on Mr. Howard to tell me, hey, Marc, you
14 cannot do that because of the agreement. And, yeah,
15 I'm not an attorney, and this agreement is very
16 complex.

17 Q (By Mr. Ball) Are you still an officer of
18 DeepGulf, Inc. today?

19 A Yeah, it's been confirmed by Mr. Howard.

20 Q If you'll read paragraph 1 of this agreement
21 for me as well. Just read it to yourself.

22 A Yeah, I'm familiar with this agreement.

23 Q How do you understand -- what do you
24 understand that paragraph to mean?

25 A I understand that I should not accept

1 employment with any business or entity that is in
2 competition with the products or services being conceived,
3 designed, created, et cetera. But I also understand that
4 starting in 2008, I became the general manager of a company
5 that was not necessarily in competition and that I did not
6 make a secret of it and that Mr. Howard was fully aware of
7 that, and he never told me anything. You know, he's the
8 secretary of the company. He was the one I would trust to
9 tell me if anything was an issue. He never said anything.
10 And that was 11 years ago. Now, I'm not sure that Toke Oil
11 and Gas was in competition with DeepGulf. That is in
12 competition? No, I don't think it was in competition, but,
13 of course, it can be argued.

14 Q So you see that it could be argued either way;
15 is that correct?

16 A Yeah. I think the whole document is very --
17 what's the word -- ambiguous, and at the same time it's
18 extremely onerous.

19 Q But you signed it anyway?

20 A Oh, yeah, I signed whatever Mr. Howard was
21 giving me to sign, especially on the -- when was that?
22 Maybe September. Maybe I had been traveling. I can tell
23 you exactly where I was on the 15th of September, 2005.

24 Q That's okay. I don't need to know that.

25 A I had probably been, possibly been traveling

1 all night. No, I signed everything Mr. Howard gave me to
2 sign without a question.

3 Q Now, at all times that you were a member of --
4 and I understand that you were a member of the board of
5 directors of DeepGulf from the beginning; is that correct?

6 A I believe so.

7 Q And that for a while you were president or
8 chief executive officer, and at some point you became
9 executive officer; is that correct?

10 A This was news to me in 2017. I have several
11 e-mails sent by Mr. Howard to me where he's telling me that
12 I'm the chief executive officer.

13 Q What did you believe your role was prior to
14 that time?

15 A Chief executive officer.

16 Q Let me ask you this question: So prior to
17 2017, your role as an officer of the DeepGulf, Inc.
18 Corporation was that of chief executive officer?

19 A That's the way I understood it.

20 Q From the formation of the company until that
21 time in 2017?

22 A That's information I had from Mr. Howard.

23 Q Okay. But you believed that yourself during
24 that time period?

25 A Oh, yeah, I believed I was the chief executive

1 offi cer.

2 Q Do you understand what a fi duci ary duty i s?

3 A Yes, I do.

4 Q How woul d you defi ne a fi duci ary duty?

5 A To make sure to maxi mi ze the profi t and the
6 benefi t to the company.

7 Q Woul d you say that i ncl udes a duty of l oyalty
8 to the company?

9 A Yes, si r.

10 Q And to treat the company wi th reasonable care?

11 A Yes, si r.

12 Q Do you bel i eve that you as an offi cer and a
13 member of the board of di rectors of DeepGul f, Inc. have and
14 had a fi duci ary duty to DeepGul f, Inc. ?

15 A Isn't that the same question you asked before?

16 Q I was aski ng i f you understood what a
17 fi duci ary duty was.

18 A I 'm sorry. Go ahead.

19 Q Try not to talk over me. So my question now
20 i s, as an offi cer and di rector of DeepGul f, Inc. , do you
21 bel i eve that you had and currently have a fi duci ary duty
22 toward DeepGul f, Inc. ?

23 A Yes, I do.

24 Q I 'm going to show you a copy of the compl ai nt
25 that we fi led i n this case. Now, you've seen thi s document,

1 I assume, Mr. Moszkowski ?

2 A Oh, yeah, I have.

3 Q I'm going to ask you a lot of questions about
4 this. I'm going to have this marked as Exhibit 2 for the
5 record.

6 (Plaintiffs' Exhibit 2 was marked for
7 identification.)

8 Q (By Mr. Ball) For the record, I understood
9 that you initially proceeded pro se in this case; is that
10 correct?

11 A Yes, sir.

12 Q Without representation?

13 A Yes, sir.

14 Q Later on you hired the Boller Law Firm?

15 A Yes, sir, a year later.

16 Q And initially you responded to this complaint
17 pro se?

18 A Yes, sir.

19 Q I want you to look at paragraph 16, please.

20 Are you there? Are you looking at the paragraph?

21 A I'm here, paragraph 16. Page 3?

22 Q Page 3, and it goes on to page 4, 5 and --
23 that's it, 4 and 5. Now, we list several patents that you
24 initially applied for; is that correct?

25 A Yes, sir.

1 Q Now, is it your position that -- and your
2 position may be different on each patent, so you let me know
3 what your position is on these patents. Is it your position
4 that these patents are the property of yourself, your
5 property or the property of DeepGulf, Inc. ?

6 A It depends on which.

7 Q Let's start with the one I listed in
8 subparagraph (a), which is, method of fully expelling
9 compressed gas from a tank. We listed it as patent No.
10 9644792.

11 A Okay. This one is questionable. I will tell
12 you why.

13 MR. BOLLER: You know, he didn't even ask you
14 why. He probably will, and go ahead and tell him
15 why, but it's better if you let him ask a question.

16 Q (By Mr. Ball) Why is it questionable, Mr.
17 Moszkowski ?

18 A Okay. It's questionable because it was filed
19 on June 3, 2015, when I had been more than the two years
20 without a salary.

21 Q It says -- did you say '16 or '15? It says
22 '15 here.

23 A No. I said, you know, the first one, method
24 of fully expelling compressed gas from a tank, that was
25 filed June 3rd, 2015, and was date of patent May 9, 2017.

1 Q But you understand, and you just looked at
2 that noncompetition agreement that we had as Exhibit 1, and
3 you understand that all developments that weren't accepted
4 would be part owned by DeepGulf, Inc.; is that correct?

5 A Like I said, it's complex. If I'm DeepGulf,
6 Inc.'s indentured servant or slave, maybe. But on the other
7 hand, my analysis is that DeepGulf, Inc. has been profiting
8 a lot from me without paying me a salary since 2013. So my
9 position on this is -- and I know it can be questionable
10 because the noncompete agreement is so complex. My position
11 is that maybe I owe this thing to DeepGulf, Inc., but
12 DeepGulf, Inc. owes me a million dollars for the money I put
13 in the company and the money they didn't pay me as a salary.

14 Q Let me ask you this question then. And I
15 don't know if there was an agreement verbal, written or
16 otherwise. But is there any kind of security arrangement
17 where if you were not paid a salary that you could come
18 after the patent? Was there any kind of security
19 arrangement like that, you know, like a mortgage on a house?

20 MR. BOLLER: Let me pose an objection to the
21 form. I'm not sure the term "security," being a
22 legal term, is understood by the deponent. You
23 might want to make sure.

24 Q (By Mr. Ball) Okay. Well, do you understand
25 what a security agreement is?

1 A No.

2 Q Well, do you understand what a mortgage is?

3 A Yeah.

4 Q So a mortgage is you take a loan from
5 somebody, you owe them money, and if you don't pay them,
6 then they can come take your property.

7 A Yeah.

8 Q A security arrangement is like that except it
9 involves other property other than a mortgage. Okay? So
10 someone might, for example, sell their stock to somebody,
11 and they might be accepting payments on the stock, and the
12 person that sold the stock may have a security agreement or
13 interest in that stock; and if they're not paid, then the
14 stock can be repossessed by the seller. Understood?

15 A Yes, sir.

16 Q Okay. Was there any kind of a security
17 agreement or arrangement with DeepGulf that if you were not
18 paid that you could come take these patents back?

19 A No. I thought it was -- I assumed that it
20 would be the case.

21 Q Why did you assume that?

22 A Just because of equity. I gave a lot to the
23 company. I received much less from the company. So I was a
24 believer in equity. Obviously, if the company is in
25 default, doesn't pay me my salary, then I'm much less

1 willing -- I was working for the company at the time without
2 a salary. So I understand this agreement, what it says. I
3 think it's onerous, I think it's unbalanced, and I think the
4 whole agreement should be questioned. Plus, I signed it
5 without understanding what was in it. It was my fault. I
6 should have taken a lawyer at the time. I couldn't afford
7 one. But I trusted Mr. Howard.

8 Q I understand.

9 MR. BOLLER: Can I make a point on the record?
10 You just used a term I didn't recognize. Acrimon
11 (ph); is that the term you used?

12 THE WITNESS: What?

13 MR. BOLLER: Did you hear?

14 MR. BALL: I was listening to the whole thing,
15 but I don't remember the word you were talking
16 about.

17 MR. BOLLER: Can you read back?

18 MR. BALL: Why don't we just go on. I think
19 you can ask him about that.

20 MR. BOLLER: If I need to. Proceed.

21 Q (By Mr. Ball) Okay. So you have a question
22 about the patent in subparagraph (a) because of the date
23 that it was filed and that it was because you weren't being
24 paid; is that in essence your position?

25 A Yes.

1 Q Subparagraph (b), dual gradient pipeline
2 evacuation method.

3 A No objection.

4 Q So you would agree that that patent is the
5 property of DeepGulf's?

6 A Yeah.

7 Q Subparagraph (d), method of providing outlet
8 on subsea pipeline. Same question.

9 MR. BOLLER: So we're not concerning (c)?

10 MR. BALL: Yeah, concerning subparagraph (c).

11 MR. BOLLER: I'm sorry. Go ahead.

12 THE WITNESS: Yeah, no objection.

13 Q (By Mr. Ball) Subparagraph (d), do you agree
14 that that patent is property of DeepGulf, Inc.?

15 A No objection.

16 Q Subparagraph (e), do you agree that that
17 patent is the property of and owned by DeepGulf, Inc.?

18 A Yeah. That was part of what I put in the
19 company, so yes.

20 Q Subparagraph (f) we allege that it is believed
21 that there are other inventions and/or patentable ideas or
22 methods which have not been disclosed yet to DeepGulf. You
23 denied that in your response. Is there anything like that
24 that has been invented by you that relates to any of the
25 business of DeepGulf that has not been disclosed to the

1 DeepGulf board of directors?

2 A You mean are there ideas in my head?

3 Q Well, are there ideas or inventions?

4 A Are there ideas in my head?

5 Q Let me ask the question. So are there
6 inventions where you have invented something at this point
7 that relates to the business of DeepGulf that have not been
8 disclosed to the DeepGulf board of directors?

9 A I don't understand your question. Either I
10 applied for a patent or I didn't apply for a patent.

11 Q Well, sometimes people don't apply for a
12 patent, but they still have an invention even though it's
13 not patentable. So my question is, first of all, do you
14 have anything that you have invented that relates to the
15 business of DeepGulf that you have not disclosed to
16 DeepGulf?

17 A You know what? I would -- normally I would
18 say no, but I object to the very philosophy of your question
19 because my brains belong to me no matter what. You want to
20 waterboard me if you want to get the content of my head?
21 You know, I have a big problem with Mr. Howard believing
22 that he owns me. He doesn't own me. I gave much more to
23 the company than he gave me. And everything I took from the
24 company I made. So do I have ideas? Yeah, I have hundreds
25 of ideas.

1 Q My question is ideas that have been processed
2 in some way. So have there been some sort of invention or
3 schematics or anything like that that's been put down on
4 paper or that relates to the business DeepGulf in any way,
5 not that's just floating around your mind but that has
6 evidenced itself in some way that has not been disclosed to
7 DeepGulf, Inc. or the board of directors?

8 MR. BOLLER: May I ask is that question
9 subject to the noncompete? Is that -- you're not
10 qualifying -- when he was in high school he had an
11 idea how to be attractive to a girl. That really
12 doesn't relate to DeepGulf business, but it may be
13 something that could lead to an invention. Your
14 question is limited to matters that are subject to
15 and, therefore, subsequent to execution of it.

16 MR. BALL: My question, was that related to
17 the business of DeepGulf?

18 MR. BOLLER: And the noncompete?

19 MR. BALL: Yeah.

20 THE WITNESS: Very difficult, especially as a
21 point of principle. I'm not telling you there are
22 or there are not. It's a question of principle.
23 You're trying to get into my mind. I resent it.
24 It's very difficult for me. I know you're doing
25 your job. It's very difficult for me. Can I have a

1 moment with my counsel ?

2 Q (By Mr. Ball) I want to have the question
3 answered first, then you can talk to your counsel . My
4 question is, have you invented -- let me make the question
5 simpler for you. Have you invented something, something
6 tangible, not just floating around in your mind, that
7 relates to the business of DeepGulf that you have not
8 disclosed to the DeepGulf board of directors?

9 MR. BOLLER: May I say to my client for the
10 record that I think that's a fair question that the
11 Court would require you to respond to.

12 THE WITNESS: Yes, I have.

13 Q (By Mr. Ball) Okay. Tell me what you have
14 invented.

15 A I will not.

16 Q Okay. Why will you not?

17 A Because I -- okay. I love this company,
18 DeepGulf, Inc., which I founded, which was developed 100
19 percent on my work. I question the authority and the
20 legitimacy of Mr. Howard and Mr. Johnson. I think they
21 hijacked the company. I want to protect the company. So I
22 will not give that information to Mr. Howard and Mr.
23 Johnson, whom I hope will be expelled from the company.

24 Q Well, I'm going to have that question
25 certified because we believe that you need to answer, and we

1 believe that the Court will make you answer.

2 A You will have to waterboard me.

3 Q Well, if the Court ordered you to answer
4 rather than waterboarding, would you respond if there's a
5 court order?

6 A If there's a court order, I will respond.

7 Q That's where we'll go then.

8 A But if it's just your question, I have a huge
9 problem with this because I want to protect the company
10 against the people who have been working for years on
11 destroying the company. You know, whatever goodwill is left
12 with the company needs to be protected.

13 Q How many inventions do you have that would
14 answer the question before? You don't want to tell me what
15 it is. We believe the Court is going to order you to do it.
16 But how many of those inventions are there?

17 A A few.

18 Q How many is a few?

19 A I cannot tell you.

20 Q You can't tell me because you don't know or
21 because you won't tell me?

22 A No, it would require some time for me to
23 find -- you know, when you have a patent you have a
24 billion claims. I don't know how many. I just cannot
25 tell you.

1 Q Is it less than five?

2 A I would have to go back to my papers.

3 Q Is it less than ten?

4 A I would have to go back to my papers.

5 Q Is it less than 50?

6 A Okay. You can go all the way to a million. I
7 will have to go back to my papers.

8 Q Okay. Fair enough. So you're refusing to
9 answer that question?

10 A Yes, sir, and the reason is I want to protect
11 this company.

12 Q Now, we've been talking about DeepGulf, and
13 you started to go into it earlier, but there was a time
14 where an opportunity arose for DeepGulf to do work in East
15 Timor; is that correct?

16 A Yes, sir, many times.

17 Q How did that first come about?

18 A I was contacted by e-mail by a gentleman from
19 Timor in September 2007.

20 Q How were you contacted?

21 A E-mail.

22 Q And as I understand it, that gentleman clicked
23 on the website of DeepGulf, Inc.; is that correct?

24 A Yeah. He found the DeepGulf website, dash
25 gul f. com when Googling ultra deepwater, whatever pipeline he

1 needed.

2 Q And then whoever that was, that e-mail came to
3 you because you were the one responding to the contact link
4 on the website; is that correct?

5 A That's correct.

6 Q Who was that that contacted you?

7 A Graham or Ronald. Sometimes he would sign
8 Graham; sometimes he would sign Ronald.

9 Q How do you spell Ronald?

10 A Ronald.

11 Q Oh, Ronald?

12 A Ronald like Reagan, M-i-t-a-x-a.

13 Q And what did he contact you about?

14 A A pipeline from the oil and gas field of
15 Sunrise and Troubadour located between East Timor and
16 Australia, and the pipeline that they wanted to build
17 between the field and the country of East Timor through a
18 very deep trough, underwater trough.

19 Q And so that was initially an e-mail
20 correspondence. Did you respond to that e-mail?

21 A I responded -- well, first of all, I studied
22 the e-mail, and I responded to the e-mail about 24 hours
23 later.

24 Q And what was your response?

25 A My response was, it's very interesting; let me

1 know more about your project.

2 Q What did that lead to?

3 A That led to my deciding to go to East Timor a
4 few weeks later on my money.

5 Q Let me back up just for a second. Did you
6 have a conversation with Mr. Mi taxa on the telephone prior
7 to you going to East Timor?

8 A No. Mr. Mi taxa sent me an e-mail, and it took
9 me 24 hours plus the time difference, took me 24-hour
10 difference to respond, so in between he called the telephone
11 number that I had put on the website. And because I'm not
12 the kind of person to put myself in front, I had given Mr.
13 Howard's telephone number on the website.

14 Q So he contacted Mr. Howard?

15 A No. He contacted the number that I provided,
16 and the person who answered was -- I think it was Mr.
17 Howard's secretary. So he did not contact Mr. Howard. He
18 didn't know a Mr. Howard.

19 Q I understand. I'm not trying to put you in a
20 box here. Let me just ask the question.

21 A Very important point. Yeah.

22 Q So the conversation was between Mr. Mi taxa and
23 Mr. Howard's assistant; is that correct?

24 A Yeah, the first conversation was between those
25 two.

1 Q And what happens -- how did you become
2 involved after that conversation?

3 A I just told you I had become involved the day
4 before.

5 Q Okay. But there was a conversation -- you had
6 mentioned this conversation. Did Mr. Howard's secretary
7 relay that message to you or to Mr. Howard? Did Mr. Howard
8 relay it to you? How did that occur?

9 A He did, but it was totally irrelevant because
10 I was already responding to the gentleman.

11 Q Okay. I don't think -- to me it's not a big
12 point. I'm just trying to understand the sequence of
13 events. I'm not trying to accuse or make any accusations.
14 I'm just trying to understand when this gentleman, Mr.
15 Maita, called Mr. Howard's secretary, did Mr. Howard's
16 secretary call you or e-mail you and say, I received this
17 phone call or something like that?

18 A I believe she sent me a phone call saying, Mr.
19 Maita told me that he had sent you an e-mail yesterday, to
20 which I replied, probably, yes, I know. I'm working on it.

21 Q Okay. Fair enough. That's all I was trying
22 to find out. Now, did you believe that that was an
23 opportunity for you personally or that it was an opportunity
24 of DeepGulf, Inc.?

25 A I thought it was an opportunity for DeepGulf,

1 Inc.

2 Q So then what happened next? So there was this
3 e-mail exchange and a telephone conversation, although it
4 may not have been that you had the telephone conversation,
5 but there were these exchanges of contact information or
6 whatever. Then at some point you decided to go over to East
7 Timor to examine the opportunity; is that correct?

8 A So I think that was September 10th. The phone
9 conversation was inconsequential. What was of importance
10 were the number of e-mails that were exchanged, and then the
11 man floated the idea of my coming to Timor to give a
12 presentation.

13 Q Mr. Mi taxa?

14 A Mi taxa, yeah. And it took quite a while. And
15 on October 26, 2007, I decided to travel, and I bought
16 airline tickets with my own money. I didn't receive a
17 salary at the time.

18 Q Were you in contact with Mr. Howard or other
19 members of the board of directors saying, hey, I'm heading
20 over to East Timor October 26 or something like that? Did
21 you all have -- were you informing the other members of the
22 board of directors of this?

23 A I was inundating Mr. Howard with information.
24 I had been trying for years to involve Mr. Howard as much as
25 possible. He knew everything. I called him from Timor. I

1 used to relay everything I knew about the company.

2 Q My question is more narrow than that. So my
3 question was, when you were planning to go to East Timor for
4 the first time October of 2007, did you let Mr. Howard or
5 anyone else in the company know that?

6 A I don't remember exactly had I told anybody in
7 the company, but I cannot imagine that I would have left for
8 the other side of the world without telling Mr. Howard.
9 It's just senseless. Of course I told him.

10 Q So you think you did, but you don't have an
11 independent recollection if you actually did or not; is that
12 fair to say?

13 A It's fair to say that I told Mr. Howard
14 everything that was going on in the company. And maybe Mr.
15 Howard took me to the airport when I left on Halloween
16 afternoon, or maybe Kathy Tanner did. I don't remember who
17 took me to the airport. But it's implausible that I could
18 travel such a long trip without telling Mr. Howard.

19 Q Did anyone from the board of directors say,
20 hey, Let's go for this opportunity; Let's go pursue it?

21 A I may be wrong, but I think at the time on the
22 board of directors it was only Mr. Howard and myself. That
23 was before -- to the best of my recollection, I think that
24 was before he started raising money.

25 Q Did Mr. Howard say, yes, Let's go to East

1 Timor, let's send you to East Timor or you go to East Timor
2 and go pursue that opportunity?

3 MR. BOLLER: I'm going to object to the form
4 of that question. You made several different
5 iterations of what Howard may have said.

6 MR. BALL: Fair enough.

7 MR. BOLLER: Although it is highly unlikely
8 that my client is going to answer any of your
9 questions with a yes or no, I can't allow that
10 possibility on this one instance to occur. So
11 please rephrase your question.

12 MR. BALL: Okay.

13 Q (By Mr. Ball) So my question is, did Mr.
14 Howard talk to you and tell you something like, go on to
15 East Timor to examine this opportunity?

16 A That is highly unlikely. I did not receive a
17 salary. I decided to travel. I paid for the trip myself.
18 So it is highly unlikely that anybody would have ordered me
19 to go on my own money, on my own time to the other side of
20 the planet. It's unlikely. Of course he didn't order me or
21 tell me to go to East Timor. I told him that I was going to
22 East Timor.

23 Q When you went to East Timor, what did you do
24 at that point?

25 A When I arrived?

1 Q Yes, sir.

2 A I arrived in East Timor on November 12th,
3 2007, and I remained until November 15th in the morning.
4 And I met -- this was a grandiose welcome to me. I met --
5 within 45 minutes I met with the president of the Republic
6 of East Timor.

7 Q The head honcho, the big guy?

8 A Yeah. Within two hours I had met with the
9 prime minister. I met with the president of the national
10 assembly. I met with the minister for -- no, secretary of
11 state for natural resources. Of course, I met with the
12 representatives for Tokelau.

13 Q Now, let me stop you there for a minute
14 because I have some questions. So when you met with the
15 governmental officials in East Timor, what was the general
16 gist of those conversations?

17 A They were asking me if I could lay a pipeline
18 from Sunrise to the shores of East Timor.

19 Q And what did you say?

20 A I would say I don't know; I need to know
21 exactly -- I need to do a survey of the Timor Sea before I
22 can tell you.

23 Q Did they seem interested in using DeepGulf for
24 that opportunity?

25 A No.

1 Q Did they seem interested in the opportunity to
2 do that?

3 A No, no, it was not DeepGulf that was involved.
4 It was Toke. I was not introduced as a contractor. I was
5 introduced as a subcontractor.

6 Q Okay. So as I understand it, in this
7 situation there are several companies that begin with the
8 word "Toke"?

9 A Yeah.

10 Q So when you say it was an opportunity for
11 Toke, which company do you mean?

12 A At the time it was Toke Petroleum.

13 Q So let's back up and talk about Toke Petroleum
14 for a second. Is it Toke Petroleum, S.A. Like the other
15 company; is that correct?

16 A Yes, sir.

17 Q That was an East Timor company?

18 A Yes, sir.

19 Q Do you know when that company was formed?

20 A No.

21 Q How do you know about Toke Petroleum, S.A.?

22 A They're the people who contacted me the first
23 time in September 2007.

24 Q So Mr. Mi taxa was involved with that company?

25 A He was the president director general of Toke

1 Petrol eum.

2 Q Understood. Okay.

3 A Which means he was the president, and he was a
4 director general. It's a French word. It's the way they
5 call chairman of the board.

6 Q I understand.

7 MR. BOLLER: Why don't you just stop asking
8 questions. Just let him run on.

9 THE WITNESS: I have no secrets.

10 MR. BOLLER: I know.

11 Q (By Mr. Ball) That's a good thing.

12 A I think it's a good thing.

13 Q Apparently you have a secret about the
14 inventions because you won't answer those questions.

15 A That's mostly a question of --

16 Q I would go back to --

17 A No, the thing, that's a question of principle.
18 And I know that eventually if I have to tell it, I will tell
19 it. It's a question of principle. I feel very offended by
20 that question.

21 Q Okay. Who else was involved with Toke
22 Petrol eum, S. A.?

23 A Gi no Favaro, F-a-v-a-r-o, and Vicente Ximenes,
24 X-i -m-e-n-e-s.

25 Q That is Toke Petrol eum?

1 A Yes, sir. They had other Toke companies.

2 Q Okay. Was Mr. Rodney Lewis involved in that
3 company?

4 A No.

5 Q Was he ever involved in that company?

6 A No.

7 Q So those three people were the only people
8 that you knew of that were involved with Toke Petroleum at
9 the time; is that correct?

10 A Yes.

11 Q Were you working for Toke Petroleum at the
12 time you talked to the president, prime minister and the
13 other government officials in November of 2007?

14 A No. I was introduced as a potential
15 subcontractor for Toke Petroleum.

16 Q When you say you, do you mean you as a part of
17 DeepGulf, or do you mean you individually?

18 A Me as the president of DeepGulf. By the way,
19 nobody cared about DeepGulf at the time in Timor. But I was
20 there as the president or the chief executive officer of
21 DeepGulf.

22 Q Okay. So you were saying you had some other
23 meetings after you met with the president and prime minister
24 and other government officials. Tell me who those were
25 with.

1 A I met with virtually everybody of importance
2 in the government. I had -- dinners were organized between
3 me and people in government, secretary of state for natural
4 resources, the chief geologist, the man who would become the
5 CEO of the national oil corporation. On November 14th we
6 gave like a press conference presentation to a panel of
7 virtually every single ambassador and counsel in East Timor.

8 Q Presentation regarding the ultra deep
9 pipeline?

10 A Yeah, that I was the guru that could solve
11 their ultra deepwater pipeline problem.

12 Q Did Mr. Mi taxa or Mr. Favaro or Mr. Ximenes,
13 did they have any technical knowledge about deepwater, ultra
14 deepwater pipeline technology?

15 A Mr. Mi taxa was a consummated chemical
16 engineer, so he understood about pipeline. But I never met
17 with him in the flesh.

18 Q But you were the one that had the most
19 information?

20 A Yeah.

21 Q Was your presentation well received?

22 A I believe so.

23 Q And that was presented, you said, to
24 ambassadors and members of the government?

25 A Yes, sir.

1 Q What happened after that presentation? Were
2 there further conversations where DeepGulf or someone
3 somehow could get involved with the opportunity in East
4 Timor?

5 A I don't think so. But what happened either
6 then or shortly afterwards was that Mr. Miftah resigned. So
7 I don't remember exactly if I was told upon arriving or if I
8 was told shortly after. It's likely that I was told upon
9 arriving because I never met with him, although I continued
10 to correspond with him, very friendly.

11 Q He resigned from Toke Petroleum, S.A.?

12 A He resigned from Toke Petroleum, S.A. because
13 they had a difference between him and secretary of state for
14 mineral resources about the sourcing of funds. He wanted to
15 involve the Sultan of Brunei, and the other parties didn't
16 want to. So he quit. So all of a sudden they didn't have a
17 president director general anymore.

18 Q And so what happened next? I understand at
19 some point Toke Oil and Gas, S.A. was formed. How did we
20 get to that point?

21 A Like a couple of months later. I left to go
22 back to Australia. I left on November 15th in the morning,
23 and I corresponded with Gino Favaro and Vicente Ximenes
24 quite a number of times before I flew back to -- because I
25 flew back to Europe for a couple of weeks or ten days,

1 before I came back here in early December, yeah. So they
2 were telling me that, okay, the idea of making a large
3 hydrographic, bathymetric survey in the Timor Sea was well
4 received.

5 Q Who is they?

6 A The government.

7 Q Okay.

8 A So they had requested Toke Petroleum to make a
9 proposal on a bathymetric survey. So I started by sending
10 them a map of where the survey would be done. The problem
11 is very few people on earth can do that kind of survey
12 because, well, of course, at the time we didn't know what
13 the depth was. In the end it proved to be 11,000 feet.

14 Q Okay. What happened next?

15 A So one day I received a message. It was
16 mostly e-mails saying, oh, how about we do the survey for
17 the entire Timor -- east part of the Timor Sea. And me
18 being me, I say, well, why not? But I had no idea how to do
19 it because I'd never done it. By the way, nobody had ever
20 done such a large bathymetric survey before.

21 Q So let me ask this. So let me kind of cut to
22 the question I was asking, I suppose. So at some point Toke
23 Oil and Gas, S.A. was formed. Why was that company formed?

24 A Because when Mi taxa resigned a couple of weeks
25 later, I cannot tell you exactly when, the other two

1 di rectors said, oh, we need a president di rector general .
2 Do you want to be the president di rector general ?

3 Q And how did you respond?

4 A Well , it took me about ten seconds of internal
5 conversati on wi th myself to say, yes, of course, because if
6 I'm the president di rector general of Toke Oil and Gas, I
7 will be able to control the money in Toke -- well , at the
8 time i t was Toke Petroleum. And I would be able to maxi mi ze
9 the revenue for DeepGulf. We would not be dependent on
10 someone else. I would make sure that the projects were well
11 managed, and I would make sure to send as much money as
12 possi bl e to DeepGulf, Inc.

13 Q So I still don' t understand. Why di dn' t you
14 just use Toke Petroleum?

15 A Because i t woul d take too long to replace the
16 president di rector wi th another one, plus I was a forei gner.
17 It woul d take too long. And we had -- so I would think this
18 was like late February, early March 2008. So i t woul d -- I
19 bel i eve. So i t woul d take too long. So their lawyer
20 decided, okay, what we need i s a new company. We' ll keep
21 Toke Petroleum the way i t i s, but we need a new company, and
22 let's call i t Toke Oil and Gas. So that's the reason why
23 they had another Toke.

24 Q I 'm going to show you a document. It's
25 enti tled Toke Oil and Gas, S. A. Unani mous Sharehol der

1 Agreement. I'm going to have that marked as Exhibit 3,
2 please.

3 (Plaintiffs' Exhibit 3 was marked for
4 identification.)

7 Q (By Mr. Ball) My question is, are you
8 familiar with this document?

9 A As much as I can. You know, it's been 11
10 years.

11 Q Does it look like a document you've seen
12 before, I guess?

13 A Yeah, yeah, sure. That's a draft.

14 Q It's a draft, but I see that you have -- are
15 those your initials on the bottom of each page?

16 A Yes, yes.

17 Q And then on page 34 and 35, is that your
18 signature?

19 A Yes, sir.

Q And 36, is that your signature?

21 A Yes.

22 Q Who were the initial owners of Toke Oil and
23 Gas, S.A. in 2008?

24 A It was myself, Gi no Ernesto Favaro and Vicente
25 Ximenes.

1 Q Okay. On here it says the foundi ng
2 sharehol ders were you i ndi vi dual l y and then two compani es.
3 Were those compani es owned by those i ndi vi dual s that you
4 just mentioned?

5 A They were owned 50/50 by the other two persons
6 who si gned here.

7 Q Okay. But, still , you were an owner
8 i ndi vi dual l y of a thi rd of the company?

9 A Yeah.

10 Q Correct? Okay.

11 A And the other two were Ti morese compani es.

12 Q Now, why di dn't you just have DeepGul f be the
13 sharehol der?

14 A I don' t know how many hundreds of times we' ve
15 tal ked about i t. So let's go back. First of all , there was
16 no opportuni ty. These two people, they di dn't want a
17 company as the thi rd sharehol der. They wanted me as a
18 person. The East Ti morese, they coul dn't care less about a
19 company i n the U.S. So i t was me, or i t was nobody.
20 Second, DeepGul f, Inc. is a U.S. company, so i t woud have
21 taken forever to have DeepGul f, Inc. as a sharehol der of a
22 Ti morese company.

23 Q Let me i nquire on that part of i t. So why
24 woud i t have taken forever? Is there some sort of
25 bureaucratic mechani sm there that woud have caused i t to

1 take forever, or what was the reason?

2 A That's what I was told.

3 Q Okay. Told by whom?

4 A By the other two people and the lawyer.

5 Q Who was the lawyer for --

6 A I have no idea.

7 Q Let me finish the question, and you can
8 answer. Who was the lawyer for Tokelau and Gas, S.A.?

9 A Of course I have no idea. I could find his
10 name by asking the Timorese, but right now I have no idea.
11 But I wasn't finished. There were other reasons for not
12 having DeepGulf, Inc. as a shareholder.

13 Q Okay. Go ahead.

14 A Okay. This was a country that was in the
15 middle of a civil war. Go back to the Internet to check it.
16 In February, for example, there was an assassination attempt
17 on the president and on the prime minister. The prime
18 minister was unscathed. The president was hit in the lungs,
19 evacuated in an emergency to Darwin in the northern
20 territory of Australia, and he nearly died. And there was a
21 manhunt for weeks to get the perpetrators. In addition to
22 that, this was only a few years after East Timor became
23 independent from Indonesia. There were tens of thousands of
24 refugees everywhere on the streets. It was -- and tens of
25 thousands of blue helmet United Nations troops patrolling

1 the island. It was an extremely dangerous place to be.

2 Q Okay. So did you tell the board of directors
3 of DeepGulf at that time that you felt that there were
4 reasons that it could not own the interest in Toke Oil and
5 Gas, S.A.?

6 A Yeah, and I was saying it.

7 MR. BOLLER: Can we clarify? When you make
8 reference to the board of directors, can you
9 identify whether that is still just Mr. Howard and
10 Mr. Moszkowski?

11 MR. BALL: I'm asking if he talked to anyone
12 on the board of directors at that time.

13 THE WITNESS: Yeah. I was talking with Mr.
14 Howard virtually every single day and sometimes
15 several times every single day. So I was saying
16 East Timor was in a state of civil war, and East
17 Timor was a brand new government. And, of course,
18 the job that Toke Petroleum was supposed to do,
19 which was the survey of the Timor Sea, for which I
20 had finally found someone who was willing to do it,
21 a company in Hong Kong.

22 So the client was the government of East
23 Timor. The contractor was Toke Oil and Gas. And we
24 had no choice by Toke Oil and Gas. Toke Oil and Gas
25 invited us to come to Timor, not to take the

1 contract but to be subcontractors to them.

2 And then so Toke Oil and Gas would have one
3 subcontractor, DeepGulf, because it was my intention
4 to funnel as much money as possible to DeepGulf.

5 And then it would have a number of primary
6 subcontractors who would do the job. So DeepGulf
7 was a brand-new company, well, two years, without a
8 cent. And it was sandwiched -- it was sandwiched
9 between a government of a third-world country and a
10 legitimate subcontractor in Hong Kong.

11 Q (By Mr. Ball) Let me ask this: So you say
12 DeepGulf was a subcontractor, I guess, of Toke Oil and Gas;
13 is that right?

14 A Yeah, yeah.

15 Q Were there written agreements between Toke Oil
16 and Gas and DeepGulf indicating what subcontracting work
17 would occur?

18 A Yes, signed by Mr. Howard.

19 Q Okay.

20 A I did not sign it. I let Mr. Vicente Ximenes
21 and Mr. Favaro and Mr. Howard sign it. It's in the e-mails.
22 I found it very recently.

23 Q Why is only your signature on that document?

24 A Because that's obviously a draft.

25 Q Do you have a fully executed copy of that

1 agreement somewhere?

2 A I don't think so.

3 Q Okay. Do you recall if the other directors
4 signed that agreement?

5 A I'm pretty sure they did.

6 Q Okay.

7 A Okay. But, you know, I'm willing to say more.
8 I'm not finished with that thing that I was saying that is
9 extremely important, that is pivotal to this whole case. So
10 you have the government of East Timor, then you have Toke
11 Oil and Gas, and then you have a number of subcontractors,
12 the primary subcontractor, EGS, other subcontractors,
13 logistics, personnel, and DeepGulf. What happens if the
14 government fails on its payments, which was very, very
15 likely? In retrospect I would never sign with the
16 government of East Timor because they fail you I don't know
17 how many times.

18 So what happens if instead of being here, Toke
19 Oil and Gas is DeepGulf? The government fails to pay
20 DeepGulf. What happens to the relationship between DeepGulf
21 and EGS of Hong Kong? We're taken to court and not in
22 Pensacola. We're taken to court to Singapore. Our
23 responsibility would have been engaged. Now, by having Toke
24 Oil and Gas --

25 Q Let me ask you a question real quick.

1 A Yeah.

2 Q Did you relay those concerns specifically
3 about the contractual liability and whatnot to Mr. Howard or
4 anyone else that may have been on the board of directors at
5 that time?

6 A Nonstop. I had no secret from Mr. Howard.
7 You see, we've said --

8 Q Let me ask you another question. Did you have
9 those conversations by e-mail or by telephone or by Skype
10 message? How were those?

11 A Mostly by telephone or by voice when I was
12 here, mostly vocal.

13 Q Do you recall any e-mails that would have
14 relayed that way?

15 A Typically it's not the thing you want to put
16 in an e-mail.

17 Q Okay.

18 A Because, you know, it's very sensitive. And I
19 would also tell Bill Lott, who I think by that time some
20 money had been raised, and by that time I think he was
21 already a director. So my big concern was how can we put --
22 even if it had been legal, but it was not legal, it was not
23 legal for us to have DeepGulf between the subcontractor and
24 the government. But even if it had been legal, it would
25 have been reckless, and you know that because I put it in my

1 defenses I don't know how many times because the government
2 fails, and then EGS takes us to court to Singapore.

3 Now, by having Toko Oil and Gas here, what we
4 do is that we funnel as much money as possible to DeepGulf.
5 And if the government fails, well, then EGS takes Toko Oil
6 and Gas to court and me personally instead of taking the
7 company. So by putting my name here, I was protecting the
8 company. I was not trying to take anything from the
9 company. I was going on the frontline to get exposed to
10 hazard.

11 Q I understand your point.

12 MR. BOLLER: Can I make a point here? If the
13 deponent is going to ask questions of counsel, I
14 want counsel under oath because he's asked you a
15 series of questions.

16 MR. BALL: Counsel is not going to go under
17 oath or answer.

18 MR. BOLLER: That was a poor attempt at
19 levity.

20 THE WITNESS: Did I ask questions?

21 MR. BOLLER: Did you ask questions?

22 Q (By Mr. Ball) Let me move on to another
23 question for you, Mr. Moszkowski.

24 A And by the way --

25 Q Let me --

1 A Okay. At one point before the project
2 started, the government was not the client anymore. All of
3 a sudden it was a conglomerate of ten South Korean companies
4 who tried not to pay us, by the way. Samsung, ever heard of
5 them? Korea Gas. There were 11 such companies. And, of
6 course, it was better to have me personally between the
7 subcontractor and those guys than the company. It would
8 have been reckless to have the company. But, anyway, we
9 didn't have the opportunity. We were never offered the
10 opportunity to have DeepGulf as the contractor.

11 Q So Toke Oil and Gas, S.A., what was their
12 business? What did they do? I want it in real kind of
13 summary, not what you did over five years. But in general
14 if you asked me what my business is, I'd say I'm an attorney
15 and I specialize in these areas. Okay? I want an answer
16 like that to my question. So Toke Oil and Gas, S.A., what
17 was their general business?

18 A The business here was to get a contract from
19 the government in order to make money for themselves.

20 Q And the government was hiring or contracting
21 with Toke Oil and Gas, S.A. to lay deepwater, ultra
22 deepwater pipeline; is that correct?

23 A Where do you think this --

24 Q You correct me then. That's fine.

25 A No, I never talked about a pipeline. We're

1 talking about an ultra deepwater survey.

2 Q Okay.

3 A The pipeline was way in the future.

4 Q Okay. But for the bureaucratic issues you
5 talked about and your concerns about liability and your
6 concerns about the state of affairs in East Timor, could
7 DeepGulf, Inc. have performed the survey that you're
8 discussing?

9 A No way.

10 Q Or found somebody to perform that survey?

11 A Okay. You mean could DeepGulf, Inc. have been
12 here?

13 Q Yes, sir.

14 A Well, first of all, the people who invited us,
15 Toke, they didn't invite us to go to Timor to steal the
16 business from them. They were business people. They
17 invited us to subcontract for them so that they would make a
18 lot of money like any business, you know. Americans don't
19 have a monopoly on greed. So we never had this opportunity.
20 You mean that all of a sudden these people, very nicely,
21 there they go into oblivion so that we can replace them?
22 No. Toke Oil and Gas was here, and you could not move it.
23 It would have been reckless anyhow to try to remove them.
24 There was no opportunity for DeepGulf here to replace Toke
25 Oil and Gas. It was not the deal.

1 Q Let me give you a hypothetical. If the United
2 States -- and I know this is a good hypothetical -- had a
3 similar need for the surveys that you refer to, could
4 DeepGulf have entered into a contract with the United States
5 or someone like that where these problems did not exist and
6 performed those duties?

7 A No.

8 Q Who performed the survey duties for the
9 project at East Timor?

10 A EGS. So to respond to you, it would have been
11 EGS contracting directly for the government, in which case
12 no more Toke, no more money for Toke, no more DeepGulf, no
13 more money for DeepGulf. You have to understand EGS did the
14 job. I managed EGS. That's the reason why they were
15 successful.

16 Q Let me ask you a question. So EGS is -- what
17 is the company EGS?

18 A EGS is a company at the time -- I don't know
19 what they do now -- at the time they were doing telephone
20 and cable -- cable route -- oceanic cable route survey.

21 Q And that survey is necessary before the ultra
22 deep?

23 A Cable, telephone.

24 Q Understood. Okay. Now, with Toke Oil and
25 Gas, who was the individual that maintained the financial

1 records for that company?

2 A This I have no idea.

3 Q Were you not involved in the financial side?

4 You were the --

5 A No. I was involved in doing the day-to-day
6 management, but then collecting the data, I think Gino
7 Favaro was in charge of this. I reckon he had an accountant
8 at the time. So I knew where the money was going and how it
9 was spent, but I didn't do the accounting.

10 Q I wasn't suggesting that you were doing the
11 accounting. I was just asking if you knew who was handling
12 either the bookkeeping or the accounting or anything like
13 that?

14 A At the time it was a woman. At the time I
15 knew her.

16 Q What was Gino's job in that regard, Gino
17 Favaro?

18 A Taking as much money as he could for himself
19 and making a profit on everything. He would sell the
20 project for himself.

21 Q I'll show you an e-mail here. I'll let you
22 look at that e-mail. I'm going to mark it as Exhibit 4.

23 (Plaintiffs' Exhibit 4 was marked for
24 identification.)

25 THE WITNESS: Yeah, I'm still waiting for an

1 answer to this e-mail to this day.

2 Q (By Mr. Ball) Are you familiar with that
3 e-mail? Is that an e-mail that you sent to Mr. Howard?

4 A Yes, sir.

5 Q And in that e-mail you claim that you had to
6 rewrite all the accounting and financials at the end of 2010
7 after finding that Gino Favaro never kept the books for
8 Toke; is that right?

9 A Yeah.

10 Q Just a minute ago you said you weren't really
11 familiar with the financials while you were working with
12 Toke?

13 A No, I said that I was keeping an accounting of
14 everything on the project.

15 Q A financial accounting?

16 A Okay. Look at the date, 2012. That was after
17 the project. During the project I was not doing the
18 accounting.

19 Q After the fact you said you had to rewrite all
20 the accounting and financials for Toke?

21 A I did, and I sent the statements to Mr.
22 Howard.

23 Q How did you do that? How did you rewrite the
24 financials for Toke?

25 A I analyzed the -- I was in Timor. I analyzed

1 their financials, and I reorganized the financials so that
2 we could produce financial statements.

3 Q So were there bank statements, books, some
4 sort of accounting system where financial numbers were kept,
5 revenues, expenses, those kinds of things?

6 A No, no and no.

7 Q So if you didn't have that kind of
8 information, how would you be able to rewrite the accounting
9 and financial records? I just don't understand.

10 A Because I saw a lot of papers there but no
11 checks, no banks statements. They told me what had happened
12 over the years.

13 Q Who is they?

14 A The other two people I worked with, Gino
15 Favaro and Vicente Ximenes. Plus, I had kept track of what
16 was being expended.

17 Q Contemporaneously when it was happening?

18 A During the execution of the contracts, I would
19 keep track of what was being expended and what was being
20 received.

21 Q Would you always know what happens if one of
22 the other directors -- let's say one of the other directors
23 took somebody to lunch. Would you know that?

24 A No.

25 Q So your rewriting of the records may not be

1 completely accurate because you didn't have all the
2 information?

3 A Exactly.

4 Q Okay.

5 A It was to the best of my understanding.

6 Q Okay.

7 A Now, one thing I knew for sure was how much
8 money was paid to each of the three directors. And one
9 thing I knew for sure is what were the receipts, how much
10 money was received by Toke Oil and Gas.

11 Q Okay. Tell me those numbers then if you know
12 that for certain. Well, first of all, tell me how you knew
13 that for certain.

14 A Because I would keep track of who received
15 what among the directors.

16 Q Okay. And the revenue to the company?

17 A Yeah, because I would write the invoices to
18 the government, and I would receive the invoices from the
19 main subcontractor, EGS.

20 Q What was the revenue as you understand it?

21 A For the first project it was about \$6 million.

22 Q As I understand it, there were three projects?

23 A Yeah. The second project was \$3 million, and
24 the third project was a little over \$6 million.

25 Q And I think I saw some notes that it was about

1 \$4.9 million total?

2 A 14.9. That was contractual, but in the end it
3 was for like 14.6 because there were some portions of the
4 jobs that have not been done. But we got paid 100 percent
5 of what was supposed to be paid to us. Now, but this e-mail
6 here, you see the difference, \$43,719.38? I'm still waiting
7 for Mr. Howard's response about this. How come there's a
8 difference between DeepGulf's books and what was at the time
9 in Toke's books?

10 MR. BOLLER: Can you tell me what the question
11 was that was before you when you just made that
12 statement? Remember how we talked about this was
13 going to be, he was going to ask questions, and you
14 were going to answer. You just said for the record
15 a statement. What was the question that was before
16 you? We're going to be here for the rest of the
17 week unless we conduct this in an efficient way,
18 please.

19 THE WITNESS: I'm sorry.

20 MR. BOLLER: Yeah. I'm sorry. Go ahead.

21 Q (By Mr. Ball) These numbers in the middle of
22 this first page of the e-mail where it says, in Toke's
23 books, those numbers are the numbers that you rewrote; is
24 that correct, based upon the best information you had?

25 A Okay. Like I said, I knew how much money we

1 had paid to the major subcontractors, so I knew how much
2 Toke paid to DeepGulf.

3 Q And I'm not saying you're to blame. I'm just
4 saying these numbers are the best -- if one of the other
5 directors took somebody to lunch and you didn't know it,
6 that wouldn't be reflected in these numbers, right?

7 A No. Payments by Toke to DeepGulf in Toke's
8 books, which is a figure of speech, in my best
9 understanding. Those were the payments done by Toke to
10 DeepGulf.

11 Q To be clear, that -- when you say in Toke's
12 books, those are the books that you rewrote, correct?

13 A There were no books. Those were --

14 Q But let me just ask the question. Just answer
15 it yes or no, and you can qualify it if you want to. But
16 when you say in Toke's books, that's either Toke had a set
17 of books and they were detailed financial records, or you
18 rewrote them and this was your information. Now, which one
19 was it?

20 A Neither.

21 Q Okay.

22 A It's a figure of speech. I wrote in Toke's
23 books to reflect in DeepGulf's books. There were no Toke's
24 books. But I knew how much money Toke had paid.

25 Q Okay. Let's look at the number in 2008,

1 \$362,720. This is your e-mail?

2 A Yeah.

3 Q Where did that number come from?

4 A From the information that Vicente Ximenes and
5 Gi no Favaro gave me at the time about the money that they
6 had wired to DeepGulf.

7 Q Did you have that on a piece of paper, or you
8 were going from memory?

9 A 2008, 11 years ago?

10 Q No, I mean in 2012 when you wrote this e-mail,
11 were you looking at a piece of paper that says \$362,720, or
12 were you going based upon your memory because you had to
13 rewrite the account?

14 A You really expect me to remember that kind of
15 details? No, I don't remember.

16 Q If you don't remember, that's a fine answer.

17 A No, of course I don't remember.

18 Q Okay. What were the sources of information
19 regarding -- we've already touched on this a little bit, but
20 I wanted to make sure we had it all -- that you used to
21 recreate Toke records?

22 A That was information that Gi no Favaro and his
23 secretary and God knows who were sending me.

24 Q Okay.

25 A Or were showing me when I was in Timor.

1 Q Okay. So you were basing the information on
2 something that Gino or his secretary had shown you before
3 Gino left; is that correct, the company?

4 A Gino left is controversial. It's not exactly
5 the way it happened.

6 Q He was no longer with the company. I don't
7 care if he left or whatever. But when he was no longer with
8 the company.

9 A Okay. This was June 13, 2012, so he was no
10 longer with the company.

11 Q Okay. I may come back to that here in a
12 minute. Now, during the time that you were an owner of
13 Toke, were you paid anything by Toke?

14 A Not during all the time, but at times.

15 Q Okay. Well, at any time, that's what I'm
16 asking.

17 A Yeah, between 2010 and I think 2012.

18 Q How much were you paid?

19 A \$345,000.

20 Q As I understand it, you were reimbursed by
21 Toke for expenses in a fairly considerable amount, too,
22 correct?

23 A No, Toke paid for my expenses there.

24 Q So you would submit a bill, and they'd pay the
25 vendor directly?

1 A No, it's not the way it works.

2 MR. BOLLER: Let him finish, then you answer.

3 THE WITNESS: I'm sorry.

4 Q (By Mr. Ball) So if you had a travel expense,
5 would you pay it and then Toke would reimburse you, or did
6 Toke pay the travel expense directly?

7 A Toke paid the travel expense directly. And in
8 East Timor everything goes by cash.

9 Q How much in expenses did Toke pay on your
10 behalf?

11 A I don't remember.

12 Q Give me an estimation, best guess.

13 A Could be \$150,000, \$200,000. I don't remember
14 exactly.

15 Q Did you receive any other payments from Toke
16 during that time period?

17 A No.

18 Q Did you consider the payments that you
19 received from Toke, because you were a shareholder, as a
20 shareholder's profit or as payment of a salary?

21 A Director's salary.

22 Q Did you pay tax on the director's salary
23 amount?

24 A In East Timor.

25 Q How about in the United States?

1 A I di dn' t have to pay tax i n the Uni ted States
2 as a forei gn nati onal worki ng overseas because, remember, I
3 was not a resi dent. I was here on an H-1B vi sa.

4 Q But you don' t have to be a resi dent of the
5 Uni ted States to pay tax. Sometimes you can be --

6 A No. As a nonresi dent you have to pay tax i n
7 the Uni ted States on the money you make i n the Uni ted
8 States. You don' t have to pay tax as a forei gn nati onal,
9 nonresi dent for money you make as a forei gn nati onal i n a
10 forei gn country. Now, if I had been a resi dent or a U.S.
11 ci ti zen, that woul d have been di fferent.

12 Q And I'm not a tax expert. So you're sayi ng,
13 okay, I di dn' t have a substantial presence i n the Uni ted
14 States; therefore, I di dn' t have to pay Uni ted States tax;
15 is that correct?

16 A Did I say that? I di dn' t say that.

17 MR. BOLLER: Yeah. Your use of the term
18 "substantial presence" I thi nk i s i mproper form.

19 THE WI TNESS: No, substantial or not
20 substantial .

21 Q (By Mr. Ball) That's fi ne.

22 A As a forei gn nati onal worki ng overseas
23 recei vi ng a salary overseas, the questi on i s between the
24 Government of East Ti mor and the Government of France
25 because I paid two thi ngs. Because I spend less than 183

1 days in France and more than 183 days in Timor, I paid my
2 tax in Timor 10 percent, and that was it.

3 Q Does Timor make a distinction between money
4 received as a shareholder versus money received as a salary
5 when they calculate tax?

6 A Timor is a very simple law, 10 percent.

7 Q Ten percent of any income you make?

8 A On anything.

9 Q Okay. Understood. Did you ever disclose to
10 the board of directors of DeepGulf that you were being paid
11 by Toke Oil and Gas?

12 A I disclosed it to some directors verbally. I,
13 of course, never put it in writing because of tax issues.

14 Q What tax issues?

15 A I was under the impression then that Mr.
16 Howard was petitioning for a green card for me, and I knew
17 that the moment I was becoming a resident then I would have
18 to pay tax in the U.S. So I chose not to put anything in
19 writing regarding that revenue, salary in East Timor. Only
20 a fool would have.

21 Q Okay. So you verbally related the money from
22 Toke that was paid from Toke you said to some members of the
23 board of directors, I think is what you said?

24 A Yeah.

25 Q Which ones?

1 A I know I related it to Bill Lott. This I know
2 for sure. And for me it was a matter of course that,
3 obviously, Rus Howard could not have ignored that I had some
4 revenue since my tax exposure was 160 percent of my DeepGulf
5 salary. And he knew everything about it.

6 Q Let me ask you this.

7 A Intimately.

8 Q How did he know that?

9 A Because we were talking all the time because
10 he came to my estate in France, because in 2006 I tried to
11 borrow 50 percent of my tax exposure because there was a
12 deal at the time with the government that if I paid 50
13 percent before my aunt died then it would be okay. We
14 discussed it for a long time, then he decided not to give me
15 a loan, which was perfectly okay. Then he arranged this
16 fraudulent loan between his friend Mr. Rumsey and me for the
17 last installment. He knew everything about my tax payments.

18 Q Did you ever show Mr. Howard your tax return
19 for those time periods?

20 A He established them.

21 Q I'm asking you the question. Did you ever
22 show Mr. Howard your tax returns for that time period?

23 A Mr. Howard established my tax returns during
24 that period.

25 Q When you say established, what do you mean?

1 He had them prepared?

2 A Yeah, he did. Beth Minor prepared all my tax
3 returns because, remember, as a person salaried by DeepGulf
4 being a nonresident H-1B visa professional, my tax is paid
5 by the company. So he knew what my tax was because he paid
6 my tax on my behalf.

7 Q He paid it out of DeepGulf's money?

8 A Yeah.

9 Q Did he pay tax on the money that you earned
10 out of Toke as well?

11 A Of course not.

12 Q Was that withheld by Toke at the time? I
13 don't know how it works in East Timor.

14 A I think I already told you. I paid 10 percent
15 tax in East Timor.

16 Q You pay that when the return is filed at the
17 end of the year, or do you pay it as you're paid?

18 A I don't remember. I was a very busy person at
19 the time. You're asking me questions more than ten years
20 ago.

21 MR. BOLLER: And it's okay to say, I don't
22 remember.

23 THE WITNESS: Yeah, I don't remember. But I
24 know that Toke wired me \$345,000.

25 Q (By Mr. Ball) Other than your verbal

1 conversations with Bill Lott and other than perhaps this
2 inference that you're trying to make about Mr. Howard knew
3 about my taxes, and therefore, he knew about the payments
4 from Toke, were there any direct conversations of, hey, Mr.
5 Howard, I'm receiving -- I've received \$345,000 from Toke
6 Oil and Gas?

7 A I don't remember. What I remember, that I
8 sent all the information by e-mail in 2011 and 2012 with the
9 detail of the director salaries, and he acknowledged it.

10 Q You sent that in financial statements; is that
11 correct?

12 A Yeah.

13 Q You didn't send it in a form of a narrative
14 from you saying that I am receiving these monies or
15 something like that in an e-mail or some kind of other
16 communication; is that correct?

17 A I don't think I should have. Now, Mr. Howard
18 was free to ask me any question he wanted, which he didn't
19 because he didn't care.

20 Q But you've answered my question. I
21 understand. Now, tell me about your relationship with Mr.
22 Howard over time.

23 A He was one of my two or three best friends.
24 We went flying a lot. I trusted him with my life.

25 Q That was in the 2004, '5, '6 time period?

1 A Between 2006, I would say, until the end of
2 2014.

3 Q What are your feelings towards Mr. Howard now?

4 MR. BOLLER: It's a fair question.

5 THE WITNESS: It's a fair question?

6 MR. BOLLER: I mean his question is fair. You
7 may answer the question.

8 THE WITNESS: Okay.

9 MR. BOLLER: Just don't use profanity. We
10 have ladies in the room.

11 THE WITNESS: I totally don't understand what
12 this lawsuit is about. I think Mr. Howard
13 transformed a personal dispute between him and me
14 into a dispute between DeepGulf and me. I think he
15 usurped the power in DeepGulf. I think he
16 manipulated the shareholders into giving him
17 proxies. I think he misappropriated funds from the
18 company and he needed a case.

19 Q (By Mr. Ball) Okay. Let me ask you a couple
20 of questions about what you just said.

21 A Yeah.

22 Q So you said there was a personal dispute
23 between you and Mr. Howard?

24 A Yes, sir.

25 Q Tell me what that dispute was.

1 A Okay. It started between September 14th and
2 September 16th, 2014. I remember the date because it was
3 the tenth anniversary of Ivan. And it started because at
4 the time I was working on the patent, or I had an idea for a
5 patent, and Mr. Howard one day called me to tell me, Marc,
6 your invention is my invention. And I got -- I went
7 ballistic, because I had spent two days trying to explain
8 basic physics phenomenon, and finally after he understood
9 about it after two days, he claimed that he was the
10 inventor. I was absolutely furious at him. And he said at
11 the time, this has really damaged our relationship.

12 Q Now, was he claiming that the patented
13 invention was his or DeepGulf's?

14 A No, his personally. He wanted his own name on
15 the patent.

16 Q I'm going to ask you a few more questions,
17 then maybe we'll take a lunch break if that's what you all
18 want to do. But I want to follow up on a couple of these
19 things. So you said -- you claim that Mr. Howard
20 manipulated shareholders for proxies?

21 A Yeah.

22 Q You said that, right?

23 A Yeah. Not only, and the directors.

24 Q What evidence do you have that Mr. Howard
25 manipulated shareholders for proxies or directors for

1 proxies?

2 A We will establish that.

3 Q What evidence do you currently have? We're
4 sitting here. This case has been ongoing for a period of
5 time now. What evidence do you have sitting here today --
6 evidence is testimony of a person or a document -- showing
7 that Mr. Howard manipulated shareholders for proxies?

8 A About the same kind of evidence that you have
9 in your complaint.

10 Q It's a yes-or-no question. Is the answer I
11 don't have any or I've got some and here it is?

12 A What I can say, that Mr. Howard, unbeknownst
13 to me, obtained proxies from shareholders to whom he had
14 access, and I didn't have access to them.

15 Q Earlier you said he manipulated shareholders.
16 It's one thing to get proxies. That's legal. You're saying
17 he manipulated shareholders. What evidence do you have --
18 and this is about the fourth time I've asked it -- that he
19 manipulated shareholders?

20 A Okay. For me, obviously, because this whole
21 case to me is mendacious, the only way he could get an
22 assent from the shareholders was to have given them the same
23 kind of information he gave you on this complaint, which is,
24 in my opinion, 100 percent nonsense.

25 Q Do you have a conversation, an e-mail, a

1 shareholder that will testify or some other evidence that
2 you can use in a legal proceeding that Mr. Howard
3 manipulated shareholders for proxies?

4 A I just gave you my answer.

5 Q So the answer is no, you don't right now?

6 MR. BOLLER: I object.

7 THE WITNESS: No, no. The answer is the
8 answer I gave you.

9 MR. BOLLER: The answer is the answer.

10 Q (By Mr. Ball) Is there anything else other
11 than what you just said that you have that's evidence?

12 A We will find it.

13 Q Okay.

14 A Because I need to be able to talk to the
15 shareholders, and I can't because Mr. Howard is retaining
16 their e-mail addresses.

17 Q Okay. You also stated earlier that there was
18 some misappropriation of funds. You suggested that that
19 occurred.

20 A Yeah.

21 Q What evidence do you have of that?

22 A Well, I have -- first evidence is that Mr.
23 Howard -- and from the books that I received, I saw it. Mr.
24 Howard received a salary from DeepGulf for which I never
25 gave my authorization. The other evidence that I have is

1 that I'm not too bad at arithmetic. I know exactly how much
2 money I generated for the company, and I know exactly how
3 much I cost the company. The difference between what I
4 generated plus the capital of \$756,000 plus what my costs
5 were were obviously spent by Mr. Howard, and he spent more
6 on himself than he spent on me. And I've been asking the
7 shareholders and the board of directors and Mr. Howard for
8 nearly two years now to give me the detail of those
9 expenses, and he refuses to.

10 Q But as of right now sitting here today, you
11 don't have the expenses or anything that would show any kind
12 of misappropriation that you talk about? You're talking
13 about how you've got numbers that one subtracted from
14 another, and you've got those numbers, and you've got the
15 idea that Mr. Howard was paid a salary. Is there any other
16 evidence that you have sitting here today, someone that
17 could testify as a witness or documentary evidence that
18 there's been some kind of awful misappropriation by
19 anyone within DeepGulf of the money of DeepGulf?

20 A Mr. Ball, the first time you wrote to me, you
21 wrote that I was a thief. You did not accuse me of being a
22 thief. You have made a statement that I had stolen money
23 from DeepGulf. At that time you didn't have any evidence.
24 You still don't have any evidence. So if -- now, in
25 retrospect I have never accused Mr. Howard of having

1 mi sappropriated funds. I have suggested that my own
2 calculation of revenues and expenses suggested that some
3 funds had been expended in a way that I was not aware of.
4 We're waiting for the bank records and the company accounts
5 to find out more. But I was very careful not to accuse Mr.
6 Howard because unlike what happened to me from your part, I
7 don't accuse people, and especially I don't make statements
8 about people being thieves before I have evidence.

9 Q Well, you mentioned just a minute ago that the
10 funds were mi sappropriated. It could be that they were
11 expended on legitimate expenses; you just don't know at this
12 point; is that an accurate statement?

13 A I believe they were mi sappropriated.

14 Q But you just believe it based upon what?

15 A No, that's a lot. It's \$1.6 million that I
16 have no idea what they were expended on. It's a lot of
17 money. And Mr. Howard never requested authorization from me
18 to pay himself a salary.

19 MR. BALL: Well, I would suggest that we take
20 a break for lunch. Does that sound good to you
21 guys?

22 MR. BOLLER: Sounds good.

23 (A luncheon recess was taken.)

24 Q (By Mr. Ball) We're back on the record after
25 lunch. Hopefully everybody got their bellies full.

1 In the earlier part of the deposition, Mr.
2 Moszkowski, I was asking you about other inventions that you
3 may have developed. At that time you said that you didn't
4 want to answer. Have you rethought that position?

5 A Yes, I have.

6 Q Okay. Tell me what your answer to the
7 question is now.

8 A The last time I was in Indonesia, I worked on
9 developing our original CNG, compressed natural gas system,
10 to benefit the markets. The circumstances have changed, and
11 I developed an LNG system, liquified natural gas.

12 Q What does that do for pipeline technology?

13 A Nothing.

14 Q What does it do -- tell me what it does then.

15 A Actually, all these marine solutions that I
16 devised single-handedly are a substitute, an alternative for
17 pipeline.

18 Q In what way?

19 A In the way that I realized in 2008 that a
20 pipeline from Sunrise to East Timor could not be installed.
21 And I made my position known. You can see it on the web
22 when I signed it Richard -- no, Jeffrey Fineman and my other
23 names to the press. The ultra deepwater pipeline across the
24 Timor trough is not a possibility for at least a dozen
25 reasons.

1 Q Let me interrupt you on the timeline. I think
2 you said that was 2008?

3 A I first noticed that the pipeline was not
4 possible in 2008.

5 Q Okay. And at that time you continued to
6 negotiate that pipeline for four more years with East Timor;
7 is that correct?

8 A That's incorrect.

9 Q Okay. Tell me what's correct then.

10 A What I negotiated with the Government of East
11 Timor and then with entities in Indonesia was an alternative
12 to a deepwater pipeline.

13 Q And this liquified natural gas, LNG as you
14 call it, is that the alternative or part of the alternative?

15 A The first alternative was compressed natural
16 gas, CNG, that we would take from an oil and gas well in the
17 Timor Sea and take to -- that we had our sights on, and we
18 would take to East Timor. Then by discussing the matter
19 with other potential clients, I found that it would be more
20 economical and more practical, because the market had
21 totally changed in between 2008 and 2016, it would be more
22 economical and more practical to do it and to transport the
23 gas in the liquified form.

24 Q So going back to the 2008 to 2012 timeline,
25 these are conversations that you were having with the

1 government officials in East Timor on behalf of DeepGulf; is
2 that correct?

3 A Sometimes until there was the acquisition on
4 behalf of Toko Oil and Gas, and as soon as we could on
5 behalf of DeepGulf and then on behalf of another entity that
6 we called C-Gas Energy.

7 Q Were you an owner in C-Gas Energy?

8 A No. C-Gas was just a division of DeepGulf.

9 Q So it was wholly-owned by DeepGulf, C-Gas?

10 A It was a division. It was not an independent
11 company. It was never incorporated.

12 Q Just a name?

13 A Just a name.

14 Q Okay.

15 A That would be -- that would evolve into a
16 full-fledged corporation later on.

17 Q But at the time C-Gas was just an a/k/a or
18 whatever we want to call it for DeepGulf?

19 A When C-Gas would be developed, it would be
20 developed with foreign funds, so it couldn't be DeepGulf
21 alone. It would be probably 10 percent or 5 percent
22 DeepGulf, and the rest would be whoever invested in the
23 company.

24 MR. BOLLER: Could you spell C-Gas for the
25 record, please?

1 THE WITNESS: C dash G-a-s Energy.

2 MR. BOLLER: As opposed to S-e-a Gas?

3 THE WITNESS: Yeah, that's a point.

4 MR. BOLLER: Just making sure.

5 Q (By Mr. Ball) Any other inventions that would
6 be responsive to my earlier question?

7 A I could have had ideas, but I don't think
8 specifically about anything. Now, this was a big jump.

9 Q But nothing else that comes to you that would
10 be responsive to the question?

11 A No, or minor. This was a big chunk. And by
12 the way, the presentations are among the e-mail that I sent
13 you.

14 Q Which e-mail was that?

15 A You know, I sent you like 35,000 e-mails.

16 Q Oh, in the e-mail responses? Not an e-mail
17 directed to me but in the e-mail responses?

18 A Yeah, in the e-mail, the data that I put at
19 your disposal.

20 Q Got you. We already talked about the
21 complaint. I believe the complaint is Exhibit 2, if I
22 recall. So through your lawyers, did you have your lawyers
23 file this answer and counterclaim? Mr. Moszkowski, did you
24 have your lawyers file this answer and counterclaim on your
25 behalf?

1 A Yeah, of course.

2 (Plaintiffs' Exhibit 5 was marked for
3 identification.)

4 Q (By Mr. Ball) I'm going to ask you some
5 questions about our complaint and your response, so you can
6 refer to both of these, both Exhibit 2 and Exhibit 5 as we
7 kind of go through it. If you need to go back and forth,
8 take the time, whatever. I want you to look at paragraph 2
9 of our complaint. It talks about the field of businesses of
10 DeepGulf, field of business. You admitted some of that, but
11 some of the paragraph was denied. Tell me what part of that
12 allegation was denied and why.

13 A What do you mean?

14 Q Let me ask it a little better. So your
15 attorney filed responses on your behalf to this complaint.

16 A Yeah.

17 Q And they're based upon the numbers. So No. 2,
18 we assert an allegation about what the field of business of
19 DeepGulf is. Your response through your lawyer was,
20 Defendant admits DeepGulf has done business in pipeline
21 handling and transportation of hydrocarbons which includes
22 energy transportation, but the remainder of this allegation
23 is denied. Okay? So what I'm asking is -- and you can look
24 at paragraph 2, but is there some portion of paragraph 2 and
25 some reason that you denied a portion of paragraph 2 through

1 your lawyers?

2 A I don't know.

3 Q Well, I look at it.

4 A No, I don't know. It's so short, I can tell
5 you I don't know.

6 Q Okay. Do you admit that that's the field of
7 business for DeepGulf?

8 A Energy transportation, including handling and
9 transportation of hydrocarbon and pipeline either onshore or
10 offshore or on ships. Yeah.

11 Q That's a factual statement that is what the
12 business of DeepGulf is, generally?

13 A Well, actually, that's the business that
14 DeepGulf attempted to pursue for a decade.

15 Q I understand. Okay. Fair enough. That's a
16 fair answer. Okay. Paragraph 3 is the next one in line.
17 It says, Plaintiff Toke Oil and Gas is a wholly-owned
18 subsidiary of DeepGulf domiciled until Timor Leste, also
19 known as East Timor in the United States. And that one,
20 paragraph 3, was admitting that the entity was domiciled in
21 East Timor, and certain steps were taken to purchase Toke,
22 but the balance of the allegations were denied. So what's
23 the basis for your denial of that allegation?

24 A First of all, the company doesn't exist.

25 Second of all, the shares of the original shareholders were

1 never purchased.

2 Q Tell me about that, the shares of the original
3 shareholder. Which original shareholder?

4 A Vicente Ximenes and myself.

5 Q Are you saying your shares were never
6 transferred properly?

7 A They were never paid to me, but it was not a
8 lot. It was only \$100. But I don't remember Mr. Howard
9 giving me \$100. But more importantly, the payment to
10 Vicente Ximenes was never made.

11 Q How much was Vicente's payment?

12 A He was supposed to receive \$100,001.

13 Q He received some of that, correct?

14 A No, he received none of that.

15 Q Has he complained to you about that?

16 A No.

17 Q Is that a problem?

18 A No.

19 MR. BOLLER: Again, question.

20 THE WITNESS: Sorry.

21 MR. BOLLER: Pause, answer.

22 THE WITNESS: Okay.

23 Q (By Mr. Ball) And there was an assignment, a
24 document that assigned Vicente's shares to DeepGulf; is that
25 correct?

1 A Yes, it was.

2 Q You don't have standing or -- standing is a
3 legal word. You don't have any right to act on behalf of
4 Vicente, do you?

5 A I don't, but I know that the money was never
6 transferred.

7 Q In paragraph 8 of the complaint, if you'll
8 turn, it's at the bottom of the first page. If you'll look
9 at that sentence, and then if you'll look at your response
10 or your response through your lawyers. And you admit a part
11 of the paragraph, but you deny that the powers or
12 authorities were removed from you lawfully pursuant to a
13 meeting held December 26, 2017 or otherwise. What's your
14 basis for that denial?

15 A It is that the power in the board of directors
16 was preserved, and I don't recognize that a board of
17 director removed those powers.

18 Q But what's your basis for not recognizing that
19 action by the board of directors? You can say it, but
20 there's got to be a reason.

21 A Okay. There were four directors on the board
22 of directors. One was manipulated into resigning. The
23 second one was threatened into resigning. And then when
24 there were only two directors, Mr. Howard and myself, he
25 talked to the shareholders while I could not talk to the

1 sharehol ders, and they elected a fri end and partner of his.
2 So all of a sudden it was two to one. I call it a coup.

3 Q Who was mani pul ated into resi gning, accordi ng
4 to you?

5 A Accordi ng to my opi ni on, it's in my opi ni on
6 because it's very hard to prove, Mr. McMi llan and Mr. Lott.
7 They were threatened into resi gning.

8 Q What evi dence do you have that they were
9 threatened?

10 A Words that at least Mr. Lott told me.

11 Q What did Mr. Lott tell you?

12 A That he was threatened into resi gning.

13 Q Did he tell you what words were used or how he
14 was threatened?

15 A I could not tell you exactly the words, but
16 they were words that DeepGul f woul d go after the busi ness of
17 Mr. Lott, woul d go after his house, woul d destroy his life,
18 et cetera, blah, blah, blah. I wasn't there, and it's only
19 what I heard from Mr. Lott. He wi ll tell you. You know, he
20 wi ll be deposed.

21 Q Did Mr. Lott tell you who made those threats
22 or statements to him?

23 A Mr. Howard.

24 Q Did you ever hear anything from Mr. McMi llan
25 or anythi ng regardi ng him and threats to him? Do you have

1 any evidence of that?

2 A Mr. McMillan wrote to me in a conciliatory way
3 after this lawsuit, which is before it was initiated, and
4 then he quiet. I had the feeling -- again, we will prove it
5 or don't prove it. I had the feeling that he wanted to try
6 to find conciliation with me.

7 Q Okay. So he wanted -- that seems like
8 something between you and Mr. McMillan. Did he say anything
9 about himself, Mr. McMillan being manipulated or threatened
10 in some way?

11 A Not to me.

12 Q Do you know that he said it to anyone else?

13 A I think he could have said it to Mr. Lott.

14 Q But you're speculating?

15 A I think he could have said it to Mr. Lott.

16 Q Why do you think that?

17 A Because that's what I think.

18 Q Okay. But you don't have any evidence of
19 that? I mean, you're just making a supposition?

20 A Not yet. I'm not making up anything, not yet.
21 You know, there's a reason why those two directors resigned
22 all of the sudden.

23 You're going to stare at me? You think it's
24 going to do anything? Stop staring at me, please. On the
25 record.

1 MR. BOLLER: Now, Marc, let's just focus on
2 the questions from Mr. Ball and maintain a decorum
3 in this process, please, sir.

4 Q (By Mr. Ball) Paragraph 17 of the complaint,
5 that's on page 6. I state in our complaint, each and every
6 invention in paragraph 16 is a business of the company as
7 defined in paragraph 6 of the noncompetition agreement
8 described in Exhibit A which includes but is not limited to
9 energy transportation, including handling transportation of
10 hydrocarbon in pipeline or on ships either onshore or
11 offshore.

12 Okay. Your response to No. 17 admits the
13 allegations as limited or explained in paragraph 16 -- which
14 is the paragraph related to the patents, and we already
15 talked about the patents -- or in the alternative, as may be
16 limited to interpretation and enforcement pursuant to the
17 affirmative defenses set out below. That last little part
18 after the or says, in the alternative as may be limited to
19 interpretation and enforcement pursuant to the affirmative
20 defenses set out below. What does that mean?

21 A I think you should ask the person who wrote
22 it.

23 Q It was your lawyer on your behalf.

24 A Okay. I did not write it.

25 Q You don't know what it means then?

1 A I'm not sure I understand exactly what it
2 means.

3 Q Okay. Fair enough. Now, paragraph 18 says
4 you, acting as president of DeepGulf, communicated business
5 plans, technologies, et cetera, to various individuals who
6 were under the protection of nondisclosure and noncompete
7 agreements. And that was denied. Is 18 a factual statement
8 or not?

9 A It's a difficult statement because I discussed
10 with potential partners business plans, technologies,
11 methodologies, processes when we were working on joint
12 ventures. So those were technologies, methodologies,
13 processes, business plans that concern only the potential
14 joint venture. But I made sure that everybody signed a
15 nondisclosure, noncompete agreement. Well, noncompete not
16 necessarily, but nondisclosure agreement.

17 Q So is there anything that is not true in our
18 paragraph 18?

19 A Those were not business plans of DeepGulf but
20 business plans of a potential joint venture.

21 Q Joint venture between whom?

22 A Between DeepGulf and the joint venturer that I
23 was trying to convince to put money in the joint venture.

24 Q Some third party?

25 A Yeah.

1 Q I want you to turn to paragraph 24 of our
2 compl ai nt.

3 A I love thi s one.

4 Q It says we assert that in board conversations
5 you expressed your intent to leave the company, establish a
6 new company that woul d compete wi th DeepGul f to complete its
7 projects usi ng DeepGul f's technol ogy. And I bel i eve that
8 you say you deni ed that al legati on. Tell me why you deni ed
9 that al legati on.

10 A Because I demand strict proof thereof because
11 I never, ever left the company, establ i shed a new company
12 that woul d then compete wi th DeepGul f to complete its
13 project usi ng DeepGul f technol ogy. So the whole thing is a
14 bi g vacuum.

15 Q Well, it doesn't assert that you actual ly did
16 it. It said you expressed your intent to do it. Did you
17 ever express your intent to do it?

18 A I don't remember, but it coul d be because I
19 was so mad at Mr. -- you know, we were yell ing, we were
20 fighting. I don't know what I said, and I don't remember
21 what he said. But it coul d be that I said it. I don't
22 remember. The fact of the matter is, I didn't do it.

23 Q Did you think you coul d do that?

24 A Do what?

25 Q Did you think that you coul d have left and not

1 been in violation of your noncompete agreement?

2 A No, that's a different issue.

3 Q But I'm asking a question. The question is,
4 did you think that you could have left?

5 A Yeah, I believe I could do that and be in
6 violation.

7 Q Well, not in violation is what I asked.

8 A But I choose not to do it because I want to
9 salvage DeepGulf from this gentleman. I'm the only one who
10 can salvage the company. I want to salvage the company.
11 That's the reason why I didn't do anything that is in
12 paragraph 24.

13 MR. BOLLER: Let the record reflect that he
14 identified Mr. Howard when he said this gentleman,
15 pointed to.

16 THE WITNESS: And I don't want to until this
17 case is solved. If you don't stop staring at me, I
18 will stop talking.

19 MR. BOLLER: Well --

20 MR. BALL: Let me interrupt.

21 MR. BOLLER: Let's just -- neither one of you
22 bother looking at the other, please. You can look
23 at me, you can look at her, I'll look at him, you
24 look at him. I mean, let's get this done.

25 THE WITNESS: Yeah.

1 Q (By Mr. Ball) You know, we're in a
2 deposition, and Mr. Howard hasn't said a word. And I would
3 suggest that some people listen by looking at people. I
4 look at you and I listen.

5 A You're not smirking at me. He has a smirk on
6 his face. You know, being in the same room with Mr. Howard
7 is very painful to me. At least, please, look elsewhere.

8 MR. HOWARD: Do I get to say anything?

9 MR. BALL: No.

10 Q (By Mr. Ball) I was going to ask you the same
11 questions on those. I'm going to skip over that. Paragraph
12 33 -- I want to confirm, and I think you already said it to
13 me, but there's so much that's said in a day. No. 33 we
14 say, on October 15, 2007, DeepGulf sent Moszkowski to East
15 Timor to investigate the opportunity. And you say that you
16 traveled to East Timor, but you denied the other allegation.
17 Is that because earlier I think you said that you were going
18 on your own behalf?

19 A But, also, it never happened.

20 Q What never happened?

21 A On October 15, 2007, DeepGulf never sent Mr.
22 Moszkowski to East Timor to investigate the opportunity.

23 Q Is it just the date is wrong, or did they
24 never send you?

25 A I don't know. You have to tell me.

1 Q Was there another date where DeepGulf sent you
2 to East Timor to investigate the opportunity?

3 A For one thing, I already explained it,
4 DeepGulf could not send me anywhere. DeepGulf was not
5 paying me a salary. And DeepGulf was not paying my airline
6 ticket.

7 Q I understand.

8 A But for another thing, there was never a
9 decision on October 15 to send me to East Timor nor on
10 October 16 or 17 or 18 or 19 or whatever.

11 Q Now, in paragraph 34, however, even though you
12 deny that DeepGulf sent you to East Timor, you state that
13 you declared -- you admitted that you declared in various
14 e-mails that DeepGulf has not paid for your travel expenses.

15 A I believe DeepGulf has not paid for my travel
16 expenses. I may be wrong because there have been so many
17 payments. But I don't recall that DeepGulf paid for those
18 expenses.

19 Q Did you think you were -- even though DeepGulf
20 may not have sent you, that you were entitled to expense
21 repayment?

22 A Say it again.

23 Q Well, you deny that DeepGulf sent you to East
24 Timor. You said you went on your own. And then you admit
25 that you declared later that DeepGulf has not paid for your

1 travel expenses. The two don't make sense to me. If you're
2 not sent by your company, how can they pay for your expense?

3 A Come on. Come on.

4 Q Explain to me why you're saying, come on.

5 A I went on behalf of the company to East Timor
6 when I decided to go, and I went on my own money. That
7 doesn't mean that after we got a contract DeepGulf should
8 not have endeavored to reimburse me for such expenses. I
9 made the decision to go on my own. You know, a board of
10 directors, a company cannot send any of their employees who
11 receive no salary to the other side of the world on their
12 own money. That doesn't exist. I decided to go to East
13 Timor. Once I had the contracts and money started flowing
14 in for DeepGulf, DeepGulf should have offered to reimburse
15 me of those expenses. That just makes sense. The fact that
16 I advanced that money to DeepGulf doesn't mean that DeepGulf
17 should not have reimbursed me.

18 Q On paragraph 36 we state that you have not
19 submitted an expense report or provided any receipts that
20 would enable DeepGulf to write you a reimbursement check.
21 You deny that allegation. Tell me why you deny that
22 allegation.

23 A Because I believe that Mr. Howard, who had
24 nothing else to do, should have -- I was extremely busy at
25 the time when he was here in Pensacola doing nothing. He

1 should have worked on this. You know, Mr. Howard made sure
2 that all his back expenses were paid for and reimbursed. It
3 was his responsibility, his job to make sure that the money
4 owed to me was paid back to me.

5 Q Did you ever submit -- I mean, it's a
6 legitimate question. Did you ever submit any expenses to
7 DeepGulf for out-of-pocket expenses like your travel
8 expenses to East Timor?

9 A Not that many that I remember of because I
10 would use -- after that, long after that I would use a
11 company credit card.

12 Q But you had out-of-pocket expenses before
13 using the company credit card, correct?

14 A Yeah. And the other thing is that usually I
15 did not charge the company for my meals, so whenever I
16 spent -- and when I was in East Timor, Toke would pay for my
17 expenses.

18 Q But it would be quite difficult for the
19 company to know what expenses you had without you submitting
20 them to them, correct?

21 A Sure. But, you know, I'm working 16 hours
22 a -- 100 hours a week. He's working perhaps five hours a
23 week. He knows I'm overworked. This is utter bad faith,
24 you know, not on your part. It is utter bad -- I had other
25 things to do than to submit expenses. He knew exactly how

1 much I spent. And by the way, I was willing --

2 Q Let me interrupt you. How would Mr. Howard
3 know exactly -- you said he knew how much you spent. How
4 would he know if you didn't submit those numbers to him?

5 A Because apparently he didn't know I had
6 travelled to East Timor? Apparently he didn't know I had
7 travelled on my own money? Apparently he didn't know that
8 it's a normal thing for a company to reimburse the expenses
9 incurred by their employees even if they forgot to submit an
10 invoice? You know, come on.

11 Q But you would agree that a company would not
12 have any idea of what amount to pay if you flew to East
13 Timor? It could be \$5,000, it could be \$2,000?

14 A Now, you know, I've been in charge of
15 companies my whole life. I was protecting my employees.
16 And if any of the employees, like in East Timor after a
17 while I noticed that they had not submitted expenses, I
18 would tell them, I would ask them about those expenses. The
19 fact that it slipped my mind, that I was so busy doing
20 something else doesn't excuse the fact that he never even
21 inquired about those expenses.

22 Q Okay. I understand your answer.

23 A Come on.

24 Q Give me one second. I want to show you this,
25 Mr. Moszkowski. I'm going to show you this document here.

1 I'm going to ask you if you recognize -- do you recognize
2 the first page in this? You may not. It's a letter from
3 Mr. Howard to Beth.

4 A No, I don't recognize it. Doesn't mean I
5 never received it.

6 Q That's fine. The second part of the exhibit
7 is an e-mail between Mr. Howard and you. I want you to look
8 at it.

9 MR. BOLLER: Mr. Ball, before you go any
10 further with this question, just to clarify, the
11 copy that you handed me appears to have two copies
12 of what is written at the top.

13 MR. BALL: That's probably my office's
14 mistake.

15 MR. BOLLER: So there's no difference between
16 these two?

17 MR. BALL: No, there's no difference.

18 Q (By Mr. Ball) Mr. Moszkowski, if you'll look
19 at the fourth page of the e-mail, and you'll see that at the
20 very bottom of the page there's an e-mail from Mr. Howard to
21 you and Mr. Lott.

22 A Okay. Which page?

23 Q The bottom of -- page No. 4 of the e-mail
24 thread.

25 A Okay.

1 Q Do you see on November 24th of 2017 that Mr.
2 Howard said that he would book the expenses if Marc would
3 provide the receipts so I know the correct -- it says about,
4 but I'm sure he means amount to record?

5 A Yeah.

6 Q Did you receive that e-mail?

7 A Yeah.

8 Q What was this e-mail in response to?

9 A I don't know. Tell me. I don't know.

10 Q Did you respond to that e-mail?

11 A To which e-mail?

12 Q The e-mail dated November 24, 2017, 8:33 a.m.

13 A Apparently I did respond to that e-mail.

14 Q And generally what was your response? Give me
15 the summary of your response.

16 A Okay. Let me read it because I don't
17 remember.

18 Q Absolutely.

19 A Okay. From what I read here, I find that Mr.
20 Howard's e-mail doesn't make any sense.

21 Q In what way?

22 A Well, I explain it here. You know, it's very
23 elaborate, this e-mail. I explain everything. I don't
24 think I have anything to add.

25 Q So the e-mail speaks for itself?

1 A I believe so.

2 Q All right. Fair enough.

3 (Plaintiffs' Exhibit 6 was marked for
4 identification.)

5 MR. BOLLER: So we make sure we've got a good
6 exhibit, let me -- how many pages is the exhibit?

7 THE WITNESS: I have five pages plus the front
8 page.

9 MR. BOLLER: And it represents a front page --

10 MR. BALL: You can take that first copy. It's
11 the same thing. So we don't get confused.

12 MR. BOLLER: It's an e-mail string running
13 from the first e-mail November 30, 2017 at 10:25
14 a.m., and on the last page --

15 THE WITNESS: No, it would be the opposite.

16 MR. BALL: That's the last date.

17 MR. BOLLER: I'm just talking in terms of the
18 chronology of the exhibit. And the last page, which
19 is page 5, the last e-mail on that page is a
20 November 24, 2017 at 8:33 a.m.

21 MR. BALL: Correct.

22 MR. BOLLER: Okay.

23 THE WITNESS: Are we done with this one?

24 Q (By Mr. Ball) Yes, you can hand that to the
25 court reporter. I'm going to show you this document here.

1 I'm going to have this marked as the next exhibit. This is
2 the minutes of the special meeting of DeepGulf board of
3 directors January 15, 2016. First of all, at the top it
4 says directors attending, and you're listed as attending
5 that meeting. Do you recall -- in fact, it says you called
6 the meeting in the minutes. Do you recall calling that
7 meeting and attending that meeting?

8 A Yes, I do.

9 Q Where was that meeting held?

10 A Right there.

11 Q Pensacola?

12 A Yeah, right there.

13 Q It doesn't matter the building. Pensacola is
14 fine.

15 A Yeah, right here.

16 Q Okay. Pensacola. Now, the last full
17 paragraph of the minutes, if you'll read that to yourself,
18 please, where it says, Marc asked.

19 A I agree with what I wrote.

20 Q Or what's stated there in the minutes,
21 correct?

22 A (Witness nods head affirmatively.)

23 Q So basically it says -- and I'll read it for
24 the record -- Marc asked about his salary and about
25 unreimbursed expenses during startup including travel to

1 Timor to secure the company's first contract. After some
2 discussion he said he would not claim the pre-revenue
3 expenses if the company would give him backpay for any
4 unaccrued salary after the company secures revenue or
5 investor capital. The board agreed.

6 Is that a true statement of what happened at
7 the meeting?

8 A Yes, it is. I don't think it's enough. You
9 know, and that's when I talk about manipulation.

10 MR. BALL: Let's have this marked.

11 (Plaintiffs' Exhibit 7 was marked for
12 identification.)

13 THE WITNESS: I call that manipulation.

14 MR. BOLLER: Mr. Ball, are we done with 5
15 and --

16 MR. BALL: No, we're going to refer to those
17 again.

18 MR. BOLLER: I'm sorry. I wanted to kind of
19 clear the deck a little bit. Proceed.

20 Q (By Mr. Ball) You said there was more, and
21 then you started talking about manipulation, and we had the
22 exhibit marked. So tell me what more there is.

23 A Because Mr. Howard committed to work on
24 finding investor capital during that meeting. That's the
25 reason why I accept to sign this.

1 Q And you're claiming that he did not do that;
2 is that right?

3 A Well, I know he did not do that.

4 Q But still you're claiming it? I mean, that's
5 your claim?

6 A Well, it's not my claim. It's reality.

7 Q I understand. I'm going over some questions
8 because I've already asked you this, and I want to make sure
9 we didn't ask the question again we asked at the beginning
10 because we went down some tangents there.

11 Mr. Moszkowski, I'm going to show you a new
12 document here. It's a board of directors meeting minutes
13 February 4th of 2008. It reflects a meeting here on Palafox
14 Street here in Pensacola with you and Mr. Howard. Is that
15 an accurate statement of what happened at that meeting?

16 A Of course not.

17 Q Of course not?

18 A Of course not.

19 Q Okay. Tell me what's inaccurate about it.

20 A Okay. A resolution was passed to create a
21 subsidiary company to be named Toke Petroleum? Toke
22 Petroleum is the company that contacted us in the first
23 place. So we would not create a company that would be an
24 existing company that would be our client. Of course it's a
25 ridiculous statement.

1 (Plaintiffs' Exhibit 8 was marked for
2 identification.)

3 Q (By Mr. Ball) What did happen in that
4 meeting, if you remember?

A Oh, the meeting of February 4th, 2008?

6 Q Yes, sir.

7 A Excuse me. I don't remember.

8 Q Do you remember a meeting where you talked
9 about creating a subsidiary company even if it wasn't named
10 Toke Petroleum?

11 A We could have talked about creating a
12 subsidiary because we talked about a lot of things. But
13 talking about things doesn't mean that things happen. In
14 the life of a company you talk about a thousand things, and
15 then one thing happens. And I don't recall about this
16 creating a subsidiary, or maybe it could have been because,
17 you know, that was very early on, February 4th. A lot of
18 things changed afterwards. That was before the
19 assassination attempt on the prime minister and the
20 president.

21 Q I'll show you an e-mail dated February 6th of
22 2018 with multiple recipients. It's a letter dated February
23 5th attached. I only have one copy.

1 MR. BALL: Let me see if it's there.

2 MR. BOLLER: -- marked exhibit?

3 MR. BALL: The way my office did it, I don't
4 know. Yeah, that is it. That is it. I'm going to
5 separate this in Exhibit 8, then this will be
6 Exhibit 9.

7 Q (By Mr. Ball) Did you write the comments in
8 the letter dated February 5th of 2018?

9 A I wrote comments. I would have to check those
10 against what I wrote to make sure, but I assume that it's
11 not been doctored.

12 Q Okay. But it appears to be that you responded
13 to a letter to the shareholders by Rus Howard and Thomas
14 Johnson, and then yours is in the lighter font there?

15 A Sure.

16 (Plaintiffs' Exhibit 9 was marked for
17 identification.)

18 Q (By Mr. Ball) Let me ask you this question:
19 On page 3 of the letter in your response, there's a short
20 paragraph in the middle of the page. It says, as explained.

21 A Page 3 of 6?

22 Q Yes, sir.

23 A Okay.

24 Q In the middle it says, as explained in
25 thorough detail in other letters. Do you see that

1 paragraph?

2 A Yeah.

3 Q So you were holding the interest of Toke in my
4 name for the benefit of DeepGulf. What does that mean, for
5 the benefit of DeepGulf?

6 A Haven't we addressed this issue this morning?

7 Q Well, I want to understand what you mean by
8 that language, for the benefit of DeepGulf.

9 A Okay. I explained it this morning, but I will
10 re-explain it. It would have been reckless, for one thing,
11 to have DeepGulf acting in lieu of Toke Oil and Gas if the
12 opportunity had ever existed, which it never existed for the
13 reasons I said. The other thing is being the president
14 director general of Toke Oil and Gas, I would control the
15 purse more or less, certainly more than if I had not been
16 the president director general. And so I would be in the
17 position to maximize DeepGulf's revenue and to defend the
18 company against this client and against these
19 subcontractors.

20 Q I understand, and we talked about that. I
21 don't want to cut you off, but I do get that. I guess what
22 I was curious about, at one point earlier this morning you
23 said, well, DeepGulf never paid me the \$100 that was the
24 amount they were supposed to pay me. Yet you indicated here
25 that you're holding Toke's interest in my name for the

1 benefit of DeepGulf. I'm trying to reconcile those two
2 comments.

3 A I don't see the relevance of the \$100 and
4 this. I don't get it.

5 Q Earlier you said that you believe that Toke,
6 your Toke interest may not have been transferred to DeepGulf
7 because they didn't pay the \$100 to you. Is that right?

8 A Yeah.

9 Q But here you say that, well, you weren't
10 really holding it for yourself; you were holding it for the
11 benefit of DeepGulf.

12 A So? I don't understand you. Are you playing
13 on words? I don't get it.

14 Q Well, I'm asking you a question because it's
15 your words.

16 A Yeah, but I don't understand it.

17 Q Okay. So what I'm asking is, what does for
18 the benefit of DeepGulf mean then? Explain that to me.

19 A I just explained it to you.

20 Q Well, you explained why you didn't want
21 DeepGulf to be in East Timor. This is more of a question
22 about this language that you used. You said, I'm holding
23 the interest in Toke in my name for the benefit of DeepGulf.
24 So I understand why, maybe why you want to do that. But the
25 question is, what does that mean, for the benefit of

1 DeepGul f?

2 A To protect DeepGul f and to make sure to
3 maximize DeepGul f's income. And it has nothing to do with
4 the \$100.

5 Q Back to the complaint.

6 A What do we do with this?

7 Q Paragraph 38 states, in Timor, Moszkowski
8 established Toke Oil and Gas and made himself an owner and
9 the president director general, rather than DeepGul f. And
10 your answer to paragraph 38 says denied.

11 A I confirm, denied.

12 Q Well, why is it denied?

13 A Do you think -- of course, let me not answer
14 by a question.

15 Q Okay.

16 A Moszkowski is a foreign national in East
17 Timor. Moszkowski is not in a capacity to establish a local
18 corporation in East Timor.

19 Q So your problem with the question is the word
20 "establish"?

21 A Yeah. I did not establish Toke Oil and Gas.

22 Q You don't have a problem with the fact that
23 you were an owner, right?

24 A Yeah, I was an owner.

25 Q And the president director general, correct?

1 A Uh-huh.

2 Q And it wasn't DeepGulf. Okay. I'm trying to
3 figure out why you denied it. I think I understand, because
4 the word "established" was used. That's really all I need
5 to know right now.

6 A And I never made myself an owner and the
7 president director general. I was offered that position. I
8 never asked for it.

9 Q Understood. No. 39. That paragraph says,
10 upon information and belief and based on documents provided
11 and represented by Moszkowski to be the founding documents
12 of Toke Oil and Gas dated December 8, 2007, the three
13 founders of Toke Oil and Gas, and then it lists those names.
14 You deny that paragraph. Is there a reason that paragraph
15 is denied?

16 A Because the three founders were three
17 individuals.

18 Q It wasn't those companies earlier? We looked
19 at the shareholders agreement, and it showed those companies
20 as the founders?

21 A Yeah, but it was signed by three individuals.

22 Q But were they signed on behalf of the
23 companies listed in paragraph 39?

24 A Okay. So in that case it could be that I
25 misunderstood because that company was with two other

1 individual s, the same as them wi th DeepGul f. I di dn' t care
2 what the name was. The importance was the peopl e.

3 Q I understand. Just want to make sure we' re
4 not mi ssing somethi ng.

5 Okay. Paragraph 42 of the compl ai nt, I thi nk
6 that the disti ncti on that you make i n denyi ng a porti on of
7 thi s all egati on, we said that Moszkowski led the board of
8 DeepGul f to bel i eve, and you said that you admit that you
9 told the board at DeepGul f. Is that the disti ncti on that's
10 bei ng made i n your response versus our all egati on?

11 A First of all , of course, I resent that Toke
12 Oil and Gas -- Moszkowski led the board to bel i eve. I never
13 led the board to bel i eve anythi ng. I tol d the board that.
14 And I did not establ i sh Toke Oil and Gas. It was
15 establ i shed by the other two Timorese people, not me. I was
16 just a guest. And I was holdi ng Toke Oil and Gas i n my name
17 for the benefi t of DeepGul f. Yes, thi s I confi rm. It woul d
18 have been reckl ess to hol d that interest i n DeepGul f's name.
19 Any i nternati onal busi ness person woul d confi rm what I 'm
20 sayi ng. It woul d have been not on ly reckl ess; it woul d have
21 been total l y irresponsi bl e.

22 Q I understand. I 'm just trying to get the
23 porti on that you deny i n thi s paragraph. We've tal ked about
24 the reckl ess part. I 'm just trying to make sure I
25 understand your deni al .

1 A I'm sorry, wasting everybody's time talking
2 too much.

3 Q That's okay. We used the word "established."
4 I know you disagree with that, and that's fine. Before you
5 came along, Toke Oil and Gas, S.A. did not exist, and then
6 you and these other two people came together and formed the
7 company. Someone else may have filed it with the country,
8 but you all were the initial shareholders? You were one of
9 the initial shareholders, correct?

10 A Yes.

11 Q Fair enough. Okay. Paragraph 43. In your
12 response you say, Toke Oil and Gas, S.A. completed three
13 contracts with the last project completed in May 2012. And
14 then you deny the remainder of the allegation. If you want
15 to look at paragraph 43, you can tell me what is wrong with
16 our allegation, what you disagree with.

17 A Okay. Excuse me for laughing, but it's better
18 than being angry. Moszkowski distributed \$1.304 million in
19 director salaries. I never distributed anything. At the
20 same time, Moszkowski was also receiving his full-time
21 DeepGulf salary. Sure. While the president director
22 general, Moszkowski caused Toke Oil and Gas to pay director
23 salaries without their knowledge. No, I never caused
24 anything.

25 Q So Toke Oil and Gas paid the director salaries

1 instead of you?

2 A Yeah.

3 Q I understand that. How much was your salary
4 at DeepGulf in the 2008 to 2012 time period?

5 A I believe it was \$110,000.

6 MR. BOLLER: That's for the entire period or
7 per year?

8 THE WITNESS: Yeah, that was gross. The money
9 I received was \$84,000 per year.

10 Q (By Mr. Ball) That was net of taxes?

11 A Yeah. That's what I used to pay my other
12 taxes, \$84,000 if 12 times 7 is indeed 84, which it is.

13 Q What do you mean your other taxes? What are
14 you referring to?

15 A The \$100,000 in taxes that I was paying in
16 France.

17 Q Were these income tax? I'm trying to
18 understand what the tax is.

19 A You know what it was. It was my inheritance
20 tax.

21 Q Okay.

22 A So I was receiving \$84,000 from DeepGulf, and
23 I was paying \$100,000, more or less, depending on the
24 exchange rates, as local taxes in France plus local taxes,
25 by the way. That was another \$5,000.

1 Q When you were paid by Toke Oil and Gas, how
2 was your salary or payment determined?

3 A It depended on the availability of funds.

4 Q Was it voted upon by the board of directors?
5 How was that determined?

6 A There was no board of directors.

7 Q Sure there was.

8 A Okay. There was East Timor. You ever been in
9 that kind of country? And plus, at the time it was only
10 Vicente Ximenes and me. I never received money while Gi no
11 Favaro was in the company. And the way he would approve
12 that, he was the one signing the checks, signing the wire
13 transfers.

14 Q Would you make a request of Vicente and say, I
15 need some payment, or how did that occur? How did you get
16 paid?

17 A I told Vicente, okay, I need to pay my taxes.
18 At first I told Vicente, I'm in a quandary. I received less
19 from DeepGulf than my taxes. One day he said, why don't you
20 take some of the money that I'm taking? I'm going to give
21 you that money.

22 Q Did Vicente reduce the amount that he was
23 taking?

24 A Yeah.

25 Q So Vicente was receiving more than \$110,000 at

1 one point?

2 A Yeah.

3 Q Did he reduce what he was taking by \$110,000 a
4 year so that you could take it and pay taxes?

5 A \$110,000, that was what I received from
6 DeepGulf. If I had not received any money from Toke, it
7 would have gone to Vicente, not to anybody else. And he
8 would have spent it.

9 Q Did you ever relay that to the board of
10 directors at DeepGulf, that Vicente reduced his payment and
11 you received more?

12 A No. By the way, I relayed it in my defenses
13 like a dozen times.

14 Q But prior to the litigation, did you ever
15 relay it to anybody at DeepGulf?

16 A No, because to me, obviously, Mr. Howard, they
17 didn't pay any attention to this because despite the
18 financial statement that I sent him, despite our talking
19 about those financial statements, he never asked me a
20 question about director salaries. So, obviously, to me he
21 didn't give a damn. By the way, as long as money was
22 flowing in, he did give a damn.

23 Q Again, I want to make sure that we are clear
24 on this. The only document that you sent to Mr. Howard that
25 may have indicated that salaries were being paid or

1 something was being paid by Toko Oil and Gas to you were the
2 financial statements that showed something on it?

3 A Something?

4 Q Did those financial statements show your name?

5 A The whole director salaries. Mr. Howard could
6 have asked a question. Plus, it was the biggest item. Hey,
7 Marc, what's this about?

8 Q My question is not what Mr. Howard could have
9 done. My question to you is, did those financial statements
10 mention your name at all on them?

11 A No, because they shouldn't have. Why should
12 they? There's no reason why they should have. If Mr.
13 Howard wanted to know, he could have asked me.

14 Q Paragraph 44 of the complaint, I think I know
15 what your answer is going to be. I think your issue with
16 this was the word "caused" probably; is that correct?

17 A Yeah. I didn't cause any money to be
18 allocated to me.

19 Q But you were paid \$345, 000?

20 A Yeah.

21 Q Okay.

22 A By the way, why would I not have been paid
23 that money? That's the big question.

24 Q I'm going to show you some W-2s there. Do
25 those W-2s, once you've had a chance to look at them, Mr.

1 Moszkowski --

2 A Yes.

3 Q Do those W-2s accurately reflect payments made
4 for you in the years indicated on them?

5 A I have no idea.

6 Q How would you be able to know one way or the
7 other?

8 A Because Mr. Howard was managing all these
9 things for me. By the way, until this lawsuit, I never
10 received this. That was his job, so he was doing it. But I
11 know --

12 Q Let me ask you a question.

13 A Yeah.

14 Q Was your residence at 427 East Zaragoza?

15 A Yes.

16 Q Did you ever review or sign United States tax
17 returns in 2008, 2009, 2010, 2011 and 2012?

18 A I think I have through Beth Minor.

19 Q So your recollection is that Beth sent you a
20 final tax return, and you reviewed it and either signed it
21 or told her to file electronically or something?

22 A I would accept anything those two would give
23 me.

24 Q Okay. But you had a chance to see it? You
25 saw it?

1 A Sure. I was busy doing other things, and I'm
2 not a selfish person.

3 Q But you have no reason to dispute the amounts
4 shown on those W-2s?

5 A That would be a cruel thing to say these are
6 fake, and I don't think anybody would do a thing like this.
7 What I know, the net amount I received was \$7,000 a month.
8 That's what I recall.

9 Q Okay.

10 (Plaintiffs' Exhibit 10 was marked for
11 identification.)

12 Q (By Mr. Ball) So No. 45, the allegation is,
13 the board has sought to uncover the details of all monies
14 spent. And you deny that. What's the basis for your denial
15 of that?

16 A Because I did not deny that.

17 Q I'm sorry?

18 A I did not deny that. Oh, here?

19 Q Yeah, your response.

20 A I'm sorry, sorry. My mistake. The board has
21 sought. Yeah, because if the board had sought to uncover
22 the details, all they had to do was to ask me gently and
23 politely. But the board chose to accuse me of white collar
24 crime before I ever had a chance to share that information
25 with them, which totally stopped any communication between

1 me and they call it the board, Mr. Howard. Not the board.
2 I don't have a problem with the board. I have a problem
3 with Mr. Howard. So if they sought to uncover the detail,
4 if they really had sought to uncover the details, they would
5 have uncovered the details, whatever details I have, but not
6 by accusing me of being a thief before uncovering the
7 details.

8 Q Did the board do anything else to seek the
9 details?

10 A Yeah, through insulting me and calling me a
11 thief.

12 Q But other than that, pre litigation, pre --

13 A No.

14 Q -- these problems arising?

15 A No. Predi spute, never. You see, Mr. Howard
16 received the financial documents in 2011, 2012. He never
17 asked a question. Evidently he didn't care.

18 Q I'm trying to make sure we don't go over
19 ground we've already covered, so it will take me a second.

20 Allegation 64, are you there, Mr. Moszkowski?

21 A Say it again. Am I here?

Q Allegation No. 64, are you on that page?

23 A Yeah.

24 Q Can you review that statement, please?

25 A DeepGulf began to seek additional funding for

1 its business on August 6, 2012.

2 Q Do you know that to be a true statement or
3 not?

4 A I think that's an untrue statement.

5 Q Why do you believe that to be untrue?

6 A Because no fund came in because I was not -- I
7 never discussed it with Mr. Howard because, of course, I
8 signed PPM -- oh, 2012. I'm sorry. 64 denies. Yeah, we
9 need strict proof they're off.

10 Q Okay.

11 A I was mistaken about the date.

12 Q So the sentence said, DeepGulf began to seek
13 additional funding for its business on August 6, 2012. Do
14 you believe that to be true or untrue?

15 A That could be true, but I don't have the
16 proof.

17 Q Okay.

18 A I've seen some paperwork, but I've never seen
19 any proof that DeepGulf actually sought to obtain additional
20 funds.

21 Q Okay. But you know that there was a private
22 placement memorandum --

23 A Yes, I do.

24 Q -- prepared around that time, correct?

25 A Yes, I do.

1 Q So they may not have actually obtained
2 funding, but there was some work to obtain funding, correct?

3 A Very possibly.

4 Q This is an e-mail that we're going to have to
5 share. This goes back to our prior line of questioning
6 here. Page 6 you'll see an e-mail from Mr. Howard to you
7 where he's requesting information regarding the project in
8 East Timor.

9 A Yeah. That was the time when I stopped
10 communicating with him.

11 Q For what reason did you stop communicating
12 with Mr. Howard even though he was requesting this
13 information on behalf of DeepGulf?

14 A Because I don't talk with people who call me a
15 thief before they have any document or evidence. I don't
16 talk to people who said you're a thief, give me all your
17 documents. No. First he could have requested the
18 documents, and then he would have found out that I was not a
19 thief. No, he called me a thief first because he wanted to
20 pick a fight.

21 Q So the reality of that e-mail and your
22 statement there is, you believe that because you're engaged
23 in litigation or you've been threatened with litigation,
24 whatever, that you no longer have the responsibility to
25 respond to inquiries from members of the board of directors?

1 A I don't recognize the board of directors.

2 Q Okay. Thank you.

3 A Because they usurped their power through
4 manipulation of the shareholders and through threatening the
5 prior directors into resigning because my ultimate goal is
6 to salvage the company.

7 Q So you just didn't respond to his request,
8 right?

9 A No. And by the way, I'm pretty sure that he
10 knew I would never respond to this. That's the reason why
11 he insulted me first and then asked me questions.

12 Q Okay. Fair enough.

13 (Plaintiffs' Exhibit 11 was marked for
14 identification.)

15 Q (By Mr. Ball) Mr. Moszkowski, if you need a
16 break, I'd be happy to give you one, or we can continue on,
17 whatever you want to do. It's been about an hour and 15
18 minutes.

19 A I enjoy it, and I don't want to break it.

20 Q I want to make sure if anybody needs water,
21 the bathroom, then say it.

22 A I know I'm making a mistake. This is not a
23 trial. But I'm not enjoying it.

24 MR. BOLLER: I thought you said you were.

25 THE WITNESS: Do what?

1 MR. BOLLER: Enjoying it.

2 THE WITNESS: I'm not not enjoying it.

3 MR. BOLLER: That's a double negative.

4 THE WITNESS: Yeah.

5 Q (By Mr. Ball) So paragraph 67 says, jointly
6 during the time period referred to in 64, which was 2011 and
7 preparation of the PPM, private placement memorandum,
8 seeking funding for DeepGulf was a joint effort of Rus
9 Howard and Moszkowski. Moszkowski provided all the
10 technical information and the history of DeepGulf. Mr.
11 Howard put the information received from Moszkowski into the
12 PPM. And you admit that you were involved in the
13 preparation of the PPM, but you deny the other allegations.
14 So tell me what allegations you deny.

15 A Provided the history of DeepGulf. I don't
16 have to provide the history of DeepGulf. Mr. Howard knows
17 it perfectly as well as I.

18 Q Did you provide the technical information?

19 A I provided a lot of technical information.

20 Q Was that put into the PPM?

21 A I don't remember. I didn't read the PPM, to
22 be honest.

23 Q So you never checked the PPM to see if it was
24 accurate or not even though you were --

25 A No, because I trusted Mr. Howard implicitly

1 because he has an MBA from Cornell University. I assumed he
2 knew what he was talking about.

3 Q Have you ever reviewed the PPM even to this
4 day?

5 A I have cursorily read it. But, anyway, it
6 never resulted in any fundraising, so it's moot.

7 Q When you reviewed it, did you notice anything
8 that was inaccurate in the PPM?

9 A Not that I recollect.

10 Q How do you know that DeepGulf never raised any
11 money?

12 A Well, I hope that if DeepGulf had after 2012,
13 DeepGulf would have told me. DeepGulf never told me, and
14 DeepGulf refused to let me see the books and bank accounts.

15 Q Let's turn to paragraph 70. It says,
16 plaintiff and Rus Howard's sole source of information --
17 we're talking about for the generation of the PPM -- was
18 Moszkowski.

19 A No, that's not true. The sole source of
20 information about technical matters and contracts was
21 Moszkowski but not about the history of DeepGulf, of course.

22 Q I understand. So the formation, the timeline
23 of when it was formed and all that, Mr. Howard would know
24 the history of that, who the shareholders were. You knew --
25 you were the only one that knew about the -- I call you the

1 brains of the operation, I guess, with regard to the
2 technological matters in East Timor. I mean, you're the
3 only one that really knew what was going on there, correct?

4 A If you're trying to flatter me --

5 Q Is it working?

6 A No, you succeed.

7 Q Okay.

8 A I love it.

9 Q But you're the only one who knew about those
10 matters?

11 A Yeah.

12 Q You're the only one that knew about any
13 activities going on in East Timor; is that correct?

14 A Yes, sir.

15 Q No one else in DeepGulf, as far as you knew,
16 knew about that stuff?

17 A Except what I told him. And you may have
18 noticed I'm talkative. I don't retain information. I talk
19 too much. So how I could have hidden stuff from Mr. Howard
20 for 15 years is beyond my understanding.

21 Q Paragraph 71 says, Moszkowski prohibited Rus
22 Howard from contacting clients and any individual in East
23 Timor to obtain or confirm information. And you deny that.
24 Is that correct?

25 A Yes.

1 MR. BOLLER: Wait, wait, wait.

2 THE WITNESS: But it's complex. I can
3 explain.

4 Q (By Mr. Ball) What's that?

5 A It's complex.

6 MR. BOLLER: Your question was whether you
7 denied that, and then -- or then you said, is that
8 correct, and I don't want that to be taken in the
9 record as it's not really a denial; it's now an
10 admission.

11 Q (By Mr. Ball) Okay. So let's go back to the
12 paragraph. Paragraph 71, you deny it, and you continue to
13 deny that; is that correct?

14 A This could mean a lot of things. I deny it
15 generally. Now, if you want details and my counsel allows
16 me to give you details, I will.

17 MR. BOLLER: If he asks the question in the
18 proper format.

19 THE WITNESS: Okay. So my answer is, it's a
20 complex question and a complex answer, case by case.

21 Q (By Mr. Ball) Tell me why it's complex.

22 A Because I never denied Mr. Howard to come to
23 Timor except on one occasion.

24 Q Tell me about that occasion.

25 A Okay. Except on several -- a number of

1 occasions. Number one, Timor was, probably still is, a
2 dangerous country. So when I'm in Timor, Mr. Howard, who is
3 the only other person in DeepGulf, needs to stay outside of
4 Timor. If he goes to Timor, I am outside of Timor. One of
5 us needs to be outside of the country in case someone pushes
6 us in jail or whatever. So that's number one.

7 Number two, I only specifically denied him,
8 forbid him to come to Timor, that was in October 2012.
9 Something happened that I did not originate that was
10 originated by Vicente Ximenes, something happened that
11 seriously jeopardized the memorandum of understanding I had
12 signed with the prime minister in May 2012. I immediately
13 informed Mr. Howard -- that was right apparently in his
14 funding effort. I immediately called Mr. Howard and I said,
15 we have a serious problem because Vince wrote an incendiary
16 article, which in the following week I translated for Mr.
17 Howard and others.

18 So basically our previous memorandum of
19 understanding was all but dead. It was dead. It had
20 already fallen at the bottom of the ocean. So what we
21 needed to do was to devise -- and I told him on different
22 occasions, we need to sit down and devise a new strategy.
23 He said, no, no, no, I need to come to East Timor to do my
24 due diligence. And I would say, due diligence about what?
25 You want to meet people who have already decided that they

1 would kill the project. Stop raising money because this
2 project is dead. We have to solve it. And I added, if you
3 want to do your due diligence, you talk to me and you talk
4 to Vince so that you learn the truth about this thing. Now,
5 if you want to come to Timor --

6 Q I want to hear the rest of what you have to
7 say. But did you deny or tell Mr. Howard that he should not
8 come to Timor to do his due diligence?

9 A On company's money, absolutely. That would be
10 a huge waste of money, plus I was in Timor trying to fix
11 things. If I'm in Timor, he's not coming to Timor. Now, if
12 he comes to Timor -- because he wanted to come to Timor to
13 meet with people. Who was he to believe that he can come to
14 Timor and meet at will with the minister for petroleum, the
15 prime minister, the secretary of state of electricity. It's
16 not the way it works. If a man from Timor comes to
17 Washington, D.C., he's not going to meet with a cabinet
18 member or the President of the United States. It's not the
19 way it works.

20 So he would have come like I was, and he would
21 have spent weeks or months waiting for an appointment. And
22 the appointment would have been canceled several times
23 until this window of opportunity you get in a car, and you
24 go where they told you to go, and then you talk with the
25 other party for five minutes. So from what I understood

1 from Mr. Howard, he would go to Timor and try to see people
2 that he would never meet and then ask them, is it true that
3 you killed the project? And they would say, yeah, we killed
4 the project. So due diligence was sit down and devise a new
5 strategy. Coming to Timor would have been totally, utterly
6 nonsensical, useless and counterproductive. That's the
7 reason why I didn't want him to come to Timor. Plus, if he
8 comes to Timor, I have to get out of Timor.

9 Q I remember -- why is that? Why would you have
10 to get out of Timor if he came?

11 A Because of safety issues, security.

12 Q But why is the security different when there
13 are two of y'all there?

14 A Because if something happens to me while I'm
15 inside Timor like thrown into jail or anything, there's
16 someone in the U.S. to try to salvage me through the U.S.
17 Consulate, the French Consulate, whatever. If we're both in
18 Timor -- you know, like normally you work for the same
19 company, you don't fly together in the same airplane, you
20 know. You're a little careful. So that was the reason why
21 he should not come to Timor. And, anyway, there was nothing
22 to come to Timor for.

23 Q Paragraph 72 says, the PPM makes various
24 representations that the board of directors for DeepGulf has
25 later discovered to be false and misleading, and that was

1 deni ed.

2 A Yeah. For example, what?

3 Q My question to you is, do you know of any --
4 do you know of any false representations in the PPM? You
5 said earlier you haven't read it carefully.

6 A I don't think I have made any
7 misrepresentation about the business in Timor to anybody.

8 Q Paragraph 77 says that you led the board to
9 believe that you held shares in Toke Oil and Gas for the
10 benefit of DeepGulf from the foundation of the company in
11 2008, and you denied that. Why did you deny it?

12 A First of all, there's a spelling error.

13 Q Is that the only reason you denied it because
14 of a spelling error?

15 A No, but I'm just noticing. And I never led
16 the board to believe. I told the board the language is
17 offensive.

18 Q So you told the board -- you directly told
19 them rather --

20 A I told the board. It was 77. I told the
21 board that I held the shares in Toke Oil and Gas for the
22 benefit of DeepGulf for the foundation of the company in
23 2008.

24 Q But other than the language, I led to believe,
25 you don't have a problem with that paragraph, that

1 al legati on?

2 A Well I , but that's the reason why we said deny
3 because I did not led the board to believe. I did not lead
4 the board to bel i eve.

5 Q I understand. Paragraph 79 talks about you
6 negotiating the purchase of DeepGul f' s purchase of 30,000
7 shares from Vicente on or about August 12th, 2010. You
8 admit that that was purchased and that you participated in
9 the communi cati ons, but then all other allegations are
10 denied.

11 A Yeah, because the date is wrong.

12 Q But everything else is right?

13 A Yeah, the date is wrong, and that's pretty
14 important.

15 Q No accusation there, just trying to get the
16 correct -- your position on it. So you said the date is
17 wrong. The date on our statement is wrong, August 12th,
18 2010?

19 A Yeah, it was not August.

20 Q What was it?

21 A It was October. I wrote it in my -- all those
22 papers that I sent you.

23 Q So October 2010?

24 A It was October somethi ng 2010.

25 Q Okay. Understood. Paragraph 81, you deny

1 part of that, and you say that DeepGulf -- I think you're
2 denying that DeepGulf was the sole owner of Toko Oil and
3 Gas?

4 A Yeah, I still deny it.

5 Q Is that because of what you allege to be an
6 incomplete purchase?

7 A Yeah, and also that the seller of the last
8 third never had any money sent to him directly.

9 Q Understood. You said sent to him directly.
10 Was there money sent to him indirectly or in any fashion?

11 A He never received any money from DeepGulf in
12 his name.

13 Q Directly, indirectly in any way?

14 A No. DeepGulf sent money to Toko Oil and Gas,
15 but that was to support Toko Oil and Gas' expenses.
16 DeepGulf never sent any payment to Vicente Ximenes. And,
17 anyway, why would the third third be \$100,000 when the first
18 third was one dollar? That doesn't make sense.

19 Q Why do you think it was?

20 A The what?

21 Q I mean, you said it doesn't make any sense.
22 Why do you think the third payment was \$100,000? Do you
23 have any idea?

24 A Ask Mr. Howard. He's the one that sent the
25 money and decided on the amount. All of that I know, and

1 you will know tomorrow.

2 Q Okay. Paragraph 82 we say, on or about July
3 17, 2017, the board of directors requested that the records
4 of the transactions of three projects be turned over to the
5 board for examination and that you refused to deliver a copy
6 of Toke Oil and Gas' records. And that's denied.

7 A Yeah, because I delivered a copy of Toke Oil
8 and Gas records.

9 Q Which records did you deliver?

10 A Whatever I had.

11 Q What did you have?

12 A The financial statements which I sent in
13 January 2011 and May 2012.

14 Q Okay.

15 A That's what I have.

16 Q Okay. But the allegation is that on July 17th
17 of 2017, the board requested records of the transactions for
18 the three projects. You understand that?

19 A Yeah.

20 Q Okay. And so we're not talking about a time
21 period in 2011 or 2012. We're talking about 2017. Do you
22 remember that request?

23 A Yeah.

24 Q Do you remember not responding to that
25 request?

1 A I don' t know what I di d, but whatever I had
2 they had al ready recei ved.

3 Q So you' re suggesting that you had al ready
4 gi ven them everythi ng, and therefore, you di dn' t need to
5 send anything el se?

6 A They have the records of Toke Oil and Gas as
7 much as I have. And they never tol d me what they wanted
8 al though I requested them to ask me speci fi call y what they
9 wanted, whi ch they never di d.

10 MR. BALL: We' ve been at it for about an hour
11 and a hal f. Let's take a fi ve- or ten-mi nute break.

12 (A recess was taken.)

13 Q (By Mr. Ball) Focus back on the compl ai nt,
14 and we' re ki nd of close to the end of the compl ai nt, so
15 that' s good. I' ve got some other thi ngs to ask you.
16 Paragraph 83 says that you i nsist that early representati ons
17 to the public and to i nvestors that the projects were
18 DeepGul f proj ects and that now he asserts that the proj ects
19 were Toke Oil and Gas proj ects and not DeepGul f proj ects.
20 And that was deni ed. Is that an untrue statement?

21 A Because we are pl aying on words.

22 Q Okay. Tel l me.

23 A No offense.

24 Q Okay. Go ahead.

25 A The proj ects were Toke Oil and Gas' proj ects,

1 and then DeepGulf acquired first one-third and then
2 two-thirds and then three-thirds of -- or attempted to of
3 Toke. But from the time back in, I think it was October
4 2010 when DeepGulf acquired one-third, then Toke had become
5 a subsidiary of DeepGulf. So I had a number of
6 presentations that were in the name of Toke Oil and Gas, and
7 I would submit those presentations to Mr. Howard, who one
8 day suggested that I replace Toke Oil and Gas by DeepGulf,
9 and there was no reason for me to think it was a bad idea
10 because Toke Oil and Gas had become a subsidiary of
11 DeepGulf.

12 Now, those presentations had been submitted to
13 Mr. Howard on multiple occasions and had been shown to
14 prospective clients and investors in the presence of Mr.
15 Howard, who never objected. So basically he's the one who
16 said, replace Toke Oil and Gas by DeepGulf, so I did it. I
17 didn't have any problem doing it morally because of the
18 subsidiary thing. But it was not DeepGulf who conducted
19 those projects. So I don't know if we're playing on words
20 here.

21 Q Paragraph 84, Mr. Moszkowski, says that you
22 assert that because Toke Oil and Gas was an independent
23 company at the time of the projects, DeepGulf has no right
24 to the records of Toke. Is that an accurate statement? Is
25 that your assertion?

1 A It is, and I can tell you why, although it's
2 not been solicited. It's because there was strictly no
3 agreement between DeepGulf and Toke when DeepGulf acquired
4 Toke that any former records should be turned over to
5 DeepGulf because the acquisition was just an acquisition of
6 convenience. It had nothing to do with business.

7 Q But if DeepGulf -- our position is that
8 DeepGulf currently owns at least 66 percent of the company.

9 A Yeah.

10 Q As such an owner, we believe that we have
11 rights to the records. Do you disagree with that?

12 A Which records?

13 Q Any of the official records of the company.

14 A Okay. DeepGulf has everything that is
15 available.

16 Q Okay. And I think you said that the former
17 owner, was it Gino Favaro, he ran off without leaving you
18 some of the financial information at that time; is that
19 correct?

20 A And other things. You know, there were
21 revolutions, there were -- how do you call it -- floods.
22 More importantly, the house where we kept all the
23 information one day was torn down. I wasn't in Timor at the
24 time.

25 Q Let me understand this. So there were

1 financial and other corporate records in some house in East
2 Timor; is that correct?

3 A Yeah.

4 Q Paper records or electronic records?

5 A Paper.

6 Q Who owned that house?

7 A So the name of the owner I don't recall.

8 Q Was it a lease situation where you all leased
9 the property?

10 A No, no. It's East Timor. That house belonged
11 to some Timorese. And a friend of mine who was the man
12 involved in Internet, satellite Internet, which was the only
13 kind of Internet available in Timor, Mike Pye, officially
14 leased the house from its legal owner.

15 Q Okay.

16 A And because it was a good friend of mine and
17 because his son would work with me, I occupied a whole room
18 in this building, no air conditioning, snakes on the floor,
19 what will you. But it was better than nothing, and it cost
20 nothing. Plus, it was safe, and I really like the man.

21 Q Except from the snakes? It wasn't safe from
22 snakes?

23 A Yeah, but it was safe from people who would
24 mug me.

25 Q I understand.

1 A And, of course, because the man was the
2 Internet man in East Timor, had good Internet because nobody
3 else had at the time. And one day -- and so, yeah, I had
4 this like one-room thing with a small bathroom, no hot
5 water, of course, on the second floor. And on the first
6 floor we had some sort of an office where we would keep all
7 our documents, and it had a communicating door with Mike
8 Pye's. We were very close, very nice guy from Australia,
9 originally British.

10 One day he calls me, I think it was 2015 or
11 about, he calls me and said, well, I need Vince to help me
12 because the legal owner of the building came today and said
13 tomorrow morning they will tear down the whole building with
14 everything that is in it. East Timor is the Far East, but
15 it's worse than the Far West could have been in the 1880s.
16 And so Vince tried to -- Vicente Ximenes tried to intervene
17 to make this thing intervene and go away or at least
18 postpone so everybody could move out. No, the next day the
19 bulldozer was there, and the whole building was torn down.

20 Q With the records inside?

21 A With everything that was inside, and I cannot
22 tell you exactly what was inside except my secondary screen
23 was there and what else? My movies were there, and whatever
24 paper I had left was there. Well, the newspapers, the
25 copies that Vince had written, et cetera, and everything was

1 I lost. I think that was like 2014 or '15, around then. And
2 by the way, it broke the heart of Mike Pye, and he's now --
3 he's left it after he spent 12 years in Timor, and he's left
4 and now lives in Tasmania.

5 MR. BOLLER: What color is his hair?

6 THE WITNESS: He had no hair.

7 Q (By Mr. Ball) Let me ask you this question:
8 So are there any documents or records relating to Toko Oil
9 and Gas that you have possession of that you have not
10 provided to DeepGulf either in litigation or in some other
11 fashion?

12 A I don't believe so because within the 33,500
13 e-mails I sent you, many of those attachments are going to
14 show, reveal everything that was in the company. Now, going
15 through those e-mails would take me like two or three
16 months, so you're going to have to do it yourself.

17 Q All right. We're done with these documents
18 for the time being. Mr. Moszkowski, you remember making
19 initial disclosures to us in this case as required by the
20 Court?

21 A Yes.

22 Q And one of the questions is individuals likely
23 to have discoverable information. Do you remember that
24 question, a list of individuals that might have discoverable
25 information?

1 A Uh-huh.

2 Q You list Mr. Howard, which I understand. Then
3 you list Bill Lott. So tell me what information Bill Lott
4 may have about this case.

5 A He would have information that he gathered
6 along the years. But mind you, those names are the names on
7 your list.

8 Q I understand. But you listed him on your
9 list, so I'm asking you questions.

10 A Okay. You said Bill Lott had discoverable
11 information, so basically I said Bill Lott has discoverable
12 information. Keep in mind, I'm not a petitioner of the law.
13 I did it because you did it, basically.

14 Q I've heard Mr. Lott's name mentioned about
15 meetings and communications with him. Is there anything
16 else that Mr. Lott would provide to support your
17 counterclaim against DeepGulf or your defense of the claim
18 by DeepGulf other than what you've already said today?

19 A This I don't know. I don't know what he has
20 in mind.

21 Q You also mention Rodney Lewis. Tell me who
22 Rodney Lewis is.

23 A Rodney Lewis is one of my very good friends.
24 He happens to be an attorney in Sydney, in Australia.
25 Starting in 2008 I helped him on several issues having to do

1 with military ships in East Timor. He's a good friend. So
2 we have shared a lot of information about what's going on in
3 East Timor. Other than that, he's the prominent lawyer in
4 Australia about elder law.

5 Q Okay.

6 A He's very well known in that very esteemed
7 specialization. He takes care of older people.

8 Q Okay. Was he DeepGulf's lawyer at any time?

9 A I don't think he was. I've been thinking
10 about it a lot. I think he was Toke Oil and Gas' lawyer at
11 one point.

12 Q Were you ever involved in remitting payments
13 to him for legal services?

14 A I believe that -- I know that Toke Oil and Gas
15 has sent him monies for his services at one point.

16 Q Okay. I'm not going to ask you specifics. I
17 probably could, but I'm not going to.

18 A I would tell you exactly who he was. Sorry,
19 sorry. Go ahead. Be my guest.

20 Q Tell me how Mr. Lewis counseled Toke Oil and
21 Gas.

22 A Okay. So we had a dispute with EGS, our main
23 subcontractor in the first project, and that was during the
24 third project. We had a dispute because EGS had attempted
25 to do what Mr. Howard wanted DeepGulf to do, which was to

1 deal directly with the client of Toke Oil and Gas. You know
2 in business you don't do that. He did that before all his
3 invoices had been paid by Toke Oil and Gas, so continued
4 saying, what the hell are you doing? But still they did it.
5 They tried to bypass Toke Oil and Gas for future projects
6 with the government. So my immediate reaction was to say,
7 okay, I suspend the payments of Toke Oil and Gas to EGS
8 until we resolve this dispute. And they say, oh, we're
9 going to take you to court to Singapore.

10 So I wrote a lot of argument with proof that I
11 had salvaged, risking my life, a ship that belonged to one
12 of the subcontractors on the reef in East Timor that
13 DeepGulf or Toke Oil and Gas -- stop smirking, please,
14 before I stop.

15 Q Let me cut you short here. I guess I'm just
16 interested -- he represented Toke Oil and Gas in litigation
17 or other instances with third parties?

18 A Not litigation, a dispute.

19 Q Okay. Dispute. Fine. But he was
20 representing Toke Oil and Gas legally. I don't need to know
21 all the details of that litigation.

22 A The details is --

23 Q I don't. I don't need to know.

24 MR. BOLLER: Listen to him.

25 THE WITNESS: Okay, sure. I misunderstand.

1 Q (By Mr. Ball) I don't need to know all the
2 details of those -- you know, those litigations. Now, was
3 he ever involved, Mr. Lewis, in any conversations about
4 paying you any monies out of Toko Oil and Gas?

5 A No.

6 Q Okay. Fair enough. You've listed Arthur
7 Moszkowski, who is your son, as a witness. What could he
8 provide to this litigation?

9 A Okay. The reason why I listed him as a
10 witness is because you and Mr. Howard had the nerve to refer
11 to him as a co-conspirator, possible co-conspirator, and I
12 did not take that lightly. He's my son. He spent quite a
13 lot of time in Timor helping me at the risk of his life and
14 never got a cent out of it. So if you accuse him of being a
15 possible co-conspirator, he should have the right to come
16 here and explain exactly what he did. Okay. From now on I
17 stop talking.

18 Q Is he going to --

19 A When he swipes the smirk off his face or I
20 stop talking.

21 Q Okay. Is he going to -- are you going to have
22 him come testify about anything? Do you plan to have your
23 son come testify about anything?

24 A No. First, he doesn't have the time, and
25 second, it's too expensive.

1 MR. BOLLER: Well, let me qualify that.

2 Obviously, advice of counsel may have some bearing
3 on what that answer may ultimately be.

4 MR. BALL: I understand. I understand.

5 Q (By Mr. Ball) Okay. We've heard a lot --
6 you've listed Vicente Ximenes. Is there anything else about
7 Vicente Ximenes other than what we've talked about all day
8 today that would be -- that he could provide testimony to in
9 this case?

10 A It could.

11 Q But anything to support your defenses or
12 counterclaims?

13 A Yeah, but I'm not going to call him because
14 it's too far. He has other fish to fry.

15 Q And I understand your position.

16 MR. BOLLER: Same addendum.

17 MR. BALL: I understand.

18 THE WITNESS: But I may change my mind.

19 Q (By Mr. Ball) Gi no Favaro, we already talked
20 about him and how he left the company. Even though the word
21 "left" may not -- no longer with the company, I guess, is
22 the proper term. Any other facts that he could provide that
23 would assist in this case?

24 A I don't think so. Plus, he's not very
25 reliable. I don't know.

1 Q We haven't talked about I.J. Tark at all. Who
2 is Mr. Tark?

3 A Mr. Tark, when I met him, was the president of
4 a South Korean company called NK, which at the time I know
5 now was the largest manufacturer of high-pressure gas
6 cylinders in the world because my ship project involved such
7 cylinders. So I paid him a visit, I think, 2010 or 2011,
8 and he liked -- he loved our project.

9 Q The technology that you all had?

10 A Yeah, and not only that, we became very, very
11 close and good friends.

12 Q Did he ever desire to enter into a or one of
13 his companies enter into an agreement with Toke?

14 A On several occasions.

15 Q Did anything come to fruition out of that?

16 A No, because Deep --

17 Q No, because what?

18 MR. BOLLER: I think no is the answer.

19 THE WITNESS: No, no, I had more, but for as
20 long as Mr. Howard will be staring at me and
21 smirking, I will not talk.

22 Q (By Mr. Ball) So you said nothing came of
23 your conversations or interactions with Mr. Tark; is that
24 correct?

25 A Yeah, because the problem was that he would

1 not raise money, and they would not put any money until
2 someone on this side put any money in the project.

3 Q When you say he, you're referring to Mr.
4 Howard?

5 A I do. I'm still communicating with I.J. Tark
6 as a friend.

7 Q About business or just about other things?

8 A About future things that we could do together.
9 He's an individual now. He's retired from NK. About what
10 we could do with our lives in the future.

11 Q Benton Baugh, B-a-u-g-h, you mention as a
12 witness. We do not list him on our list. That was one when
13 you only listed him. And you say that he's a potential
14 expert witness in this case. What sort of expertise does he
15 have that he could lend to this case?

16 A We worked together for many years. He's the
17 owner of almost 150 patents. He's a member of the National
18 Academy of Engineering. He testified before as an expert
19 witness before -- you have to stop this. I'm serious. I'm
20 going.

21 MR. BOLLER: Marc.

22 THE WITNESS: It's very offensive.

23 MR. BOLLER: I appreciate your expression of
24 being disconcerted by Mr. Howard. But as your
25 counsel, I can only best advise you to simply not

1 I look.

2 THE WITNESS: Yeah. It's intimidation or
3 attempt at intimidation.

4 MR. BOLLER: Well, but you need to simply
5 focus on Mr. Ball, have faith that justice will
6 prevail, and let's finish this process.

7 THE WITNESS: Okay. So he -- he testified in
8 front of Congress in 2014 and 2015 about the Macondo
9 spill. He's a very well respected engineer, plus --

10 Q (By Mr. Ball) Let me kind of direct your
11 attention a little bit more focused, I guess. What could he
12 provide to this case? I understand he's got some experience
13 or whatever, and he might be well known in the industry.
14 What sort of expert witness testimony would you suggest that
15 he could provide that relates to the case that we're in now?

16 A He's a co-inventor on every one of my patents.
17 I'm the principal inventor. He's the co-inventor.

18 Q I think we talked about patents. I think the
19 only dispute we have is over one patent. Is he going to
20 discuss that? Is he going to discuss something regarding
21 the patents?

22 A I think he would testify to my honesty, to my
23 skills if it was ever the idea of the plaintiffs to put my
24 skills in question.

25 Q So really, he's a character witness, for lack

1 of a better word; is that correct?

2 A Also, he's a co-inventor on every one of my
3 patents.

4 Q Brian Lastrapes, if I'm saying that correctly,
5 who is he?

6 A He's a manager with Bank Moelis.

7 Q Spell that for her.

8 A M-o-e-l-i-s. That's an oil and gas bank, and
9 he was -- it's too hard.

10 MR. BOLLER: If I told you that you can sit
11 and smile while he's being deposed tomorrow, would
12 that give you some sense of reassurance so that you
13 would proceed?

14 THE WITNESS: No, because I'm not that kind of
15 person. I don't believe in staring at people and
16 trying to intimidate them through whatever, their
17 eyesight. I don't do that.

18 MR. BOLLER: I defer to your suggestion.

19 THE WITNESS: So okay.

20 MR. BALL: I think Mr. Howard wants to get a
21 read on the way he's acting so he's looking at
22 credibility or whatnot. I would ask occasionally
23 I look away, and that may get this process to move
24 along.

25 THE WITNESS: Yeah, okay. So you understand

1 it's emotional for me.

2 MR. BALL: Sure.

3 THE WITNESS: Okay. So where were we? Yeah,
4 Mr. Lastrapes was cited in your complaint, I think
5 to --

6 Q (By Mr. Ball) Or our witness list?

7 A No, in your witness list. I think it was
8 about alleged misrepresentation on my part. So he would be
9 my witness to testify that there was no misrepresentation.

10 Q Have you talked to Mr. Lastrapes at any time?

11 A No, I haven't.

12 Q Aaron Rosen?

13 A Aaron Rosen is the only shareholder who ever
14 replied to any of my letters.

15 Q Letters after the problems began in earnest
16 between you and Mr. Howard?

17 A Yeah. After November 2017 I sent ten letters
18 to the shareholders. He's the only one who ever replied in
19 addition to at one point Tom McMillan. And his reply was to
20 ask me, you want to buy my shares?

21 Q Did you have a conversation about him buying
22 your shares or vice versa, you buying his shares?

23 A No, because I should have said, yes, for \$1.
24 But I'm not the devious kind of person, so I don't do that
25 kind of thing. I have other very bad qualities but not that

1 one.

2 Q Mr. Moszkowski, I want you to turn back to
3 Exhibit 5, which is your answer and counterclaim. We talked
4 a lot about your responses to our -- your direct responses
5 to our allegations.

6 A Okay. Which page?

7 Q On paragraph 16 you have --

8 A Okay. Hold on.

9 Q I'm sorry, page 16.

10 A Page 16. Yes.

11 Q So your attorney mentions affirmative
12 defenses, which are allegations that you -- legal theories
13 that you have against our case or in support and defense of
14 our case. The first one is duress. What evidence do you
15 have that you were under any kind of duress?

16 A Regarding what?

17 Q I don't know. It doesn't say, and there's no
18 indication in here except that duress is a defense to our
19 claims against you. So I'm asking you what duress has been
20 imposed against you by either DeepGulf or Toke Oil and Gas?

21 A No, I don't recognize Toke Oil and Gas as a
22 plaintiff because it doesn't exist, and I'm a director of 50
23 percent of the shares of. So, anyway, regarding DeepGulf,
24 the way DeepGulf has mistreated me since the end of 2014.

25 Q In what way have they mistreated you?

1 A Like, for example, refusing to support any of
2 my expenses for three years, for example, causing me to lose
3 55 pounds within two years, leaving me without any resource
4 or any food for years, refusing to pay any of the traveling
5 expenses for DeepGulf for me to travel to other countries,
6 manipulating the board, which I still believe happened in
7 order to get rid of me, trying to steal my share of the
8 companies by talking to other people and through
9 communication that I still don't have a copy of, then
10 accusing me of being a thief without even a shred of
11 evidence, and in the end refusing to mediate, refusing to --
12 what's the word, try to find any conciliation, refusing to
13 discuss the matter and then going to court because that's
14 what they wanted to do. They want to go to court since day
15 one. They refused any kind of candid communication with me.

16 Q The word "estoppel" is used next, estoppel.

17 A I know what it is, but I forgot.

18 Q Okay.

19 A But at the time it was written, I inquired
20 about the word, so I agree.

21 Q Do you have any evidence to support an
22 estoppel defense?

23 A I will defer to my counsel.

24 Q Failure of consideration.

25 A I will defer to my counsel.

1 Q I'll tell you that failure of consideration in
2 contract law means that one side did not provide any -- I
3 hate to use the word in a definition, but any consideration
4 for the contract. Is there any evidence that there's some
5 sort of failure of consideration by DeepGulf, Inc.?

6 A Okay. DeepGulf really, really took advantage
7 of me. DeepGulf derived a lot of benefits from me, and I
8 didn't derive any benefit from DeepGulf except my visa,
9 which, by the way, I didn't need to work as a foreigner in a
10 foreign country.

11 Q Well, you did receive all those monies
12 referred to in the prior exhibit with the W-2s, correct?

13 A Yeah. I produced those monies. It was my
14 work only that produced those monies. It was my work that
15 produced a lot of money for DeepGulf. Of course, part of it
16 I received as salary because it's only normal that people
17 get paid for what they do. And by the way, I was not paid
18 much. By industry standard I was not paid much.

19 Q You mention the word "fraud."

20 A Yeah, fraud, fraud on the minority.

21 Q Explanation.

22 A There was a board of directors of four
23 directors, and all of a sudden there's only three directors,
24 and one of them is a personal friend of Ross Howard. That
25 is fraud on the minority.

1 Q Okay. I'm going to go on to your
2 counterclaims. Page 17, the first count that you had is for
3 accounting. What is your basis for requesting an accounting
4 from the plaintiff through the court system?

5 A Number one, I'm totally entitled to it. I'm
6 a director. I'm the president. I'm the largest
7 shareholder. I'm totally entitled to it.

8 Q So you're suggesting -- is that because of
9 some Florida statute?

10 A That's because I'm the largest shareholder, a
11 director and the president. I don't see how I could not be
12 entitled to the accounting of my own company.

13 Q Just to avoid some confusion, in corporate
14 parlance there's corporate records, which are bank accounts,
15 bank statements, minutes of meeting, those kinds of things.
16 There's accounting records, which is, you know, records that
17 an accountant or CPA may have provided at some point. And
18 then there's a legal accounting, which is something that's
19 prepared in the course of litigation. Do you understand the
20 difference between those things?

21 A Not too well. Counsel?

22 Q That's okay. But I would suggest if you don't
23 understand the difference -- let me ask this: So is your
24 basis for requesting an accounting from the plaintiff your
25 position as a shareholder and a director and an officer of

1 the corporation?

2 A I know how much money I produced for the
3 company. I know how much money I cost. This \$1.6 million,
4 I need to know what it was spent on.

5 Q Do you have any evidence of mismanagement of
6 assets by the plaintiff?

7 A Not until I see those documents.

8 Q Now, count 11 is a breach of contract claim.
9 There's not many facts in this count.

10 A Oh, count 11.

11 Q Yes, sir. And it says, plaintiffs and
12 defendant entered into multiple contracts where defendant
13 agreed to perform certain work for plaintiffs in exchange
14 for reasonable compensation. Okay. It doesn't tell me
15 about the contracts. Tell me what the multiple contracts
16 are that were entered between you and DeepGulf.

17 A Well, actually, they were entered into between
18 the Government of the United States and DeepGulf.

19 Q This is a claim by you against DeepGulf. Do
20 you understand that?

21 A Uh-huh.

22 Q Okay. So the way that it reads is you are
23 asserting that you have a contract with DeepGulf. That's
24 what this language means to me. And that you agreed to
25 perform certain work for DeepGulf in exchange for

1 compensation. Was there a contract like that?

2 A The contract was the H-1B visa. That's how I
3 understood there was a contract. According to the H-1B
4 visa, I must receive a salary. So I took it for granted.

5 Q That's not a contract. That's just an --

6 A It's a moral contract by law. Because the
7 H-1B visas were granted, the company owes me a salary.
8 That's the law. Otherwise, the company is --

9 Q Was there an agreement between you and
10 DeepGulf, written or otherwise -- let me ask you, was there
11 a written agreement saying that you would receive a salary
12 once the visa was obtained? Was there a written agreement?

13 A In my opinion, there was no need for it
14 because the law is very clear. If I work on an H-1B visa, I
15 must receive a salary, so I didn't question it.

16 Q The answer is a yes or no. Was there a
17 written contract between you and DeepGulf that you would
18 receive funds based upon the receipt of that visa?

19 A You mean would that have been a normal thing
20 for DeepGulf to have me work for DeepGulf for no
21 compensation?

22 Q No. My question is still -- just listen
23 carefully to the question.

24 A Yeah.

25 Q My question is, was there a contract between

1 yourself and DeepGulf, Inc. that upon approval of the visa
2 application that you would receive a salary from DeepGulf,
3 yes or no?

4 A No.

5 Q Was there an oral contract between you and
6 DeepGulf that you would receive compensation once you
7 received the visa?

8 A I believe so.

9 Q Tell me about the conversation that created
10 that oral contract.

11 A Because we discussed those visas on dozens of
12 occasions, and the visas are very clear, that with the visa
13 comes a salary.

14 Q When you say we had a discussion, who are the
15 we?

16 A Okay. In the company there was only Howard
17 and myself. That was all, plus the two directors, but they
18 were not involved in day-to-day operations.

19 Q That's what I'm asking. The conversation was
20 between you and Mr. Howard?

21 A Yeah. For me it was a token. It was totally
22 matter of fact that I would receive a salary because that's
23 what the H-1B visa said. So I didn't feel like I needed to
24 go any further.

25 Q What was the verbal understanding as to what

1 the amount of that salary was?

2 A This was as per -- the amount of the salary
3 had been decided by the immigration authority, not by me and
4 not by Howard, to the best of my understanding.

5 Q Let me ask you this question: So you and Mr.
6 Howard on behalf of DeepGulf had no understanding as to what
7 the salary would be, only a suggestion by the immigration
8 authority as to what it would be?

9 A It's not a suggestion. H-1B visa comes with a
10 minimum salary. So I was paid, as I understand it, as that
11 minimum salary. That was the basis for determining the
12 salary. I never negotiated the salary with anybody. Mr.
13 Howard, after talking with the immigration officers, told me
14 your salary is going to be so much. I said, well, okay.

15 Q Is that the salary you received?

16 A Salary I received was more like -- I think at
17 the beginning I received more, but unfortunately, I'm not
18 with the bank anymore, so the records are lost. For years I
19 received about \$7,000 a month net.

20 Q That's that 110 that after that you take it
21 out in taxes?

22 A I believe so. What I know is what I received.

23 Q Okay. Any other contracts that you claim
24 under count 11 were entered into with DeepGulf, between you
25 and DeepGulf that were breached by DeepGulf?

1 A No. The contract was in the visa.

2 Q Count III, work and labor done. One sentence
3 makes up this complaint.

4 A Okay.

5 Q Have you had a chance to read paragraph 7?

6 A I worked for the plaintiff for several years
7 without any compensation from 2013 until now or whenever
8 some of my credentials were removed unilaterally by Mr.
9 Howard. And during that period I returned an income to the
10 company. So I worked as a consultant, had all of my revenue
11 as a consultant credited to the company and still did not
12 receive a salary. I believe that the company owes me money
13 for that -- salary for that money that I returned to the
14 company.

15 Q So what revenues were received by DeepGulf
16 subsequent to 2012 because I know that's when the East
17 Timor --

18 A I think it was about -- I think it was
19 \$100,000 exactly.

20 Q Total?

21 A I think. There was a total received from that
22 French contractor of \$125,000. So let's say it was -- yeah,
23 it was a little over \$100,000.

24 Q That French contractor, what is that?

25 A That was the French client that I consulted

1 with and had all the fees credited to DeepGulf out of my
2 good heart.

3 Q What was the year that those monies were
4 received?

5 A I think it started in 2010. The last one was
6 received in 2014, and the biggest chunk was received in the
7 second semester of 2013 and the beginning of 2014.

8 Q Any other work and labor done under count III
9 other than that French work that was done --

10 A Yeah.

11 Q Hang on. Let me finish -- that was done other
12 than the French contractor?

13 A There was a lot of work done for DeepGulf
14 trying to develop contracts in the Far East for DeepGulf or
15 C-Gas, whatever, that that work was not -- well, none of the
16 expenses were paid for by DeepGulf. I had my French
17 contractor paid for all airline transportation. I.J. Tark,
18 the Korean person, paid for my expenses to come to Korea,
19 paid for my hotel, paid for my meals. Bill Lott paid out of
20 his own pocket for me to go to Indonesia for six weeks.

21 Q But your claim here is not for expenses; it's
22 for work and labor done, not for expenses. Are there any
23 other work or labor that you're claiming rather than
24 expenses?

25 A A hundred hours a week for years.

1 Q Did you submit time cards to DeepGulf for that
2 time?

3 A No. Time cards? I'm the president of the
4 company. I don't submit time cards.

5 Q Count IV, breach of contract, this refers to
6 your claim that somehow the plaintiff had a duty to and
7 failed to obtain in some kind of materially breach of some
8 sort of contract a permanent resident visa for you. Do you
9 understand that claim?

10 A Yes.

11 Q Did you receive the documents that we sent to
12 your lawyers or the submissions to the government officials
13 to obtain the visas?

14 A Yeah, very lately.

15 Q Do you see anything in those documents or
16 anything else that indicate that there was any bad faith or
17 any breach or anything of that nature?

18 A I don't believe so.

19 Q Would you say that maybe there's no claim on
20 count IV anymore?

21 A No, there is a claim because if that visa was
22 denied, how come I was never apprised of the fact until very
23 recently? I was never informed that that green card had
24 been denied on 19 March, 2015. This we found out very
25 recently. I think it's unacceptable.

1 Q But you, from what I understand -- I don't
2 want to put words in your mouth. But from what I
3 understand, after looking at the documents, you believe that
4 the application was done correctly?

5 A I believe that it was not done correctly.
6 Otherwise, after 20 years I would have had a green card.

7 Q But sometimes the laws make it so that lay
8 people may not understand.

9 A You know, I've been entering the country so
10 many times, and every time the immigration officer would
11 say, what, a man in your position with your education, you
12 still don't have a green card after 20 years? You must have
13 the worst people in the company or the worst immigration
14 lawyer. So that's the reason why I believe that things were
15 not done correctly.

16 Q But you do admit that DeepGulf obtained a
17 lawyer for you to obtain these visas?

18 A Yeah, I recommended the lawyer.

19 Q Okay. So you recommended this lawyer?

20 A Yeah.

21 Q And the lawyer was unable to obtain it?

22 A Yeah, because obviously, the work was not well
23 done because normally after 20 years people get a green
24 card.

25 Q But this was a lawyer you recommended

1 yourself?

2 A Yeah, yeah. Eventually it was the
3 responsibility of DeepGulf. So my feeling is that they
4 never wanted me to have a green card. And by the way, why
5 did they never inform me that the green card had been
6 denied? You know, I would have been very interested in that
7 information.

8 Q Do you have any other evidence than your
9 feeling that DeepGulf didn't want you to obtain the visa?

10 A My question was, why did DeepGulf not inform
11 me when the visa was denied? Obviously, there was some
12 malfeasance here.

13 Q You mention the agreement. Tell me about the
14 agreement between you and DeepGulf relating to the visa.

15 A It was oral.

16 Q What was the substance of that oral agreement?

17 A That I got a first H-1B and a second H-1B and
18 a third H-1B and a fourth -- no, that was the theme before
19 DeepGulf. I got a second H-1B, a third, fourth, fifth H-1B.
20 I'd been in the country about nine years. It was about time
21 I get a green card. The green card was just a natural path
22 like anybody else.

23 Q So it's your position that DeepGulf would not
24 just attempt to obtain a green card but would actually
25 obtain -- had a duty to actually obtain a green card for

1 you?

2 A That's what any other company would do.

3 Q I think I understand your position.

4 A The question is not that I was denied a green
5 card. It's that after 20 years I still don't have a green
6 card, and I will never have one.

7 Q Count V of your counterclaim is entitled fraud
8 based upon promise to pay. I'll let you read through the
9 series of allegations under that count, and then you tell me
10 what the basis for -- what the factual basis for your count
11 is, count V.

12 A That Mr. Howard promised on several occasions
13 that he would raise funds, millions of dollars, which would
14 have made those projects possible, and he never did. As a
15 consequence, there was no money in the company, and as a
16 consequence, I was -- you know, in March 2013 he stopped
17 paying me any money.

18 Q DeepGulf stopped paying you money, correct?

19 A He was DeepGulf at the time. He was the only
20 one with power on the bank account.

21 Q But your money came from DeepGulf, correct?

22 They were written on DeepGulf checks?

23 A Okay. The checks were written by Mr. Howard.

24 Q My question is, your checks came from
25 DeepGulf, correct?

1 A Yes, sir.

2 Q Now, the actual language of count V says this
3 in paragraph 11: It says, on a series of occasions between
4 2008 and 2017, plaintiffs -- you mean DeepGulf -- made
5 certain assurances to you concerning compensation. It's not
6 talking about raising money, but it's concerning
7 compensation. I guess I'm confused. What does that
8 sentence mean?

9 A On different occasions -- you know, as I said,
10 we lived almost next door to each other. On several
11 occasions Mr. Howard told me, don't worry, once we have the
12 money you will get your money back, the money you spent on
13 the company before the first contract. You will get all the
14 fees for consulting back, and you will get your unpaid
15 salary paid to you, so don't worry, you will be paid for all
16 that money.

17 Q But it was contingent upon something, right?

18 A Yeah, it was contingent on his raising money.

19 Q And money wasn't raised, correct?

20 A Yeah, money was -- after 2012 money was not
21 raised that I know.

22 Q And even though you're saying Mr. Howard --
23 your statement is that Mr. Howard didn't do his best for
24 raising money, but the reality is you don't really know why
25 money wasn't raised, correct?

1 A What I know is that I associated myself with
2 Mr. Howard so that he would raise money, and he didn't after
3 a certain point.

4 Q But it could have been that, hey, people
5 weren't excited about the company; it could have been a
6 whole myriad of things rather than Mr. Howard just not doing
7 his job; is that correct?

8 A I think he could have shown some interest in
9 trying at least to raise money. He left me in the dark for
10 the two-and-a-half years.

11 Q My question is, you're guessing; you don't
12 really know what the reason is that money didn't come in?

13 A I don't care about the reason.

14 Q I'm not asking if you care or not. I'm asking
15 if you know why the money didn't come in?

16 A I cannot explain why Mr. Howard isn't
17 competent. I don't know. The fact of the matter is he was
18 like hired to raise money, and after he was done raising
19 money from his friends and family, he stopped. You know,
20 if --

21 Q Let me ask you this: Were you involved in the
22 raising of funds in the company? Were you involved in that
23 at all?

24 A In the U.S.?

25 Q Yes.

1 A No.

2 Q Okay. Did you have conversations with Mr.
3 Howard after the initial funds came in about raising funds?

4 A Dozens of times.

5 Q Did you ever discuss whether or not funds were
6 coming in and why or why not funds were coming in with Mr.
7 Howard?

8 A I was trying to discuss it. After 2014 Mr.
9 Howard was totally unresponsive.

10 Q Paragraph 12 -- I'm just making a statement --
11 says that DeepGulf represented to you that you would receive
12 compensation for your work and contribution to DeepGulf.
13 And then paragraph 13 says, said representations were false,
14 and DeepGulf knew or should have known that those
15 representations were false. What representations are you
16 referring to in paragraph 13?

17 A Mr. Howard promised me that I would get all my
18 past salaries back and the reimbursement for the money that
19 I put in the company back, and obviously, it was false
20 because it never happened.

21 Q Paragraph 16 says, on or about February 10,
22 2017, counterclaimant, you, discovered said fraud.

23 A Okay. Which one?

24 Q Paragraph 16.

25 A Yeah, but what is the said fraud?

1 Q Well, I don't know. It's your allegation.

2 What is the said fraud? That's my question to you.

3 A That's when finally I had to leave the U.S.
4 with a boot applied to my behind on February 10 because I
5 had no visa. That's when I realized, okay, there was never
6 any visa really applied for me. I don't know what happened
7 with this green card application. That's when I realized,
8 okay, this is it.

9 Q So that was the fraud that you allege in
10 paragraph 16 which is part of count V, the inability to get
11 the visa; is that correct?

12 A Not in -- well, in retrospect. It's not
13 inability. Apparently the visa had been denied in March on
14 March 19, 2015, but I had never been told. That's what I
15 call fraud. Why was I not told?

16 Q This was drafted, your response to our
17 complaint, before you received the documents that we sent to
18 you in response to your request for production.

19 A Correct.

20 Q So how can that be the fraud if you had not
21 received those documents yet?

22 A The fraud is about all the promises that were
23 made to me and that never materialized.

24 Q You need to break down those promises for me
25 because it doesn't say in this document.

1 A A promise to get a green card, a promise to
2 get my money back, a promise to get my back salary back.
3 All those promises -- a promise to raise money. You know,
4 and I was stupidly believing him until the day I had to
5 leave, and then I realized, okay, everything was --
6 everything was fraud or make believe or -- you know, you're
7 pushed towards the cliff, one day you fall off the cliff.
8 That's when you realize, okay, I was pushed.

9 Q Count VI, which is on page 21, is a count for
10 fraudulent misrepresentation. You'll see that that relates
11 to the application or the attempt to obtain permanent
12 resident visa. You see that?

13 A Yeah.

14 Q Earlier in your testimony you said, well,
15 other than the providing of notice, I don't really see a
16 problem with the application or attempting to obtain the
17 permanent resident visa; is that correct?

18 A Say it again.

19 Q Other than your allegation that they should
20 have given me notice, you see no other issue with the visa
21 application; is that correct?

22 A At the time this was written?

23 Q Now.

24 A Well, at the time this was written, because
25 I'm not sure I understand you, well, I was told there had

1 been green card application, but I never got a copy of the
2 application, and I was never told that the visa had been
3 denied. So I was, of course, led to believe that something
4 had been fraudulent about the application. Maybe the
5 application never happened, or maybe the application was
6 dropped. I was told there was an application. I had never
7 seen a copy of the application, and I've never been advised
8 that the application had been denied. So in good faith I
9 was thinking, okay, either the application was dropped or
10 something happened and I wasn't told. Months later I
11 discovered, oh, there had been an application. It had been
12 denied. I hadn't been told. So both ways their fault.

13 Q But DeepGulf did, indeed, attempt to obtain a
14 permanent resident visa for you; is that correct?

15 A Yeah, but at the time I didn't know. I didn't
16 have proof.

17 Q But the answer is yes?

18 A Now I have proof.

19 Q None of the statements in the application were
20 fraudulent; is that correct?

21 A What do you mean?

22 Q The statements that were drafted by the lawyer
23 that you recommended to DeepGulf that was hired to obtain
24 this permanent resident visa, in those applications there
25 was nothing fraudulent; is that correct?

1 A I have never -- when I wrote this I had never
2 seen the application.

3 Q I'm asking you now that you've seen it.

4 A I haven't read it.

5 Q Earlier you said you had looked at them.

6 A I had looked at them. I haven't read them.

7 Have you seen the -- you know, I would need three months to
8 read it. Are you reading everything I send you?

9 Q I'm not here to answer your questions.

10 A No, seriously. Of course not, of course I'm
11 not. Those scans are difficult to read. But more
12 importantly, they are of no importance whatsoever now.

13 Q What do you mean they're of no importance now?

14 A Even if the application was legitimate, I was
15 never informed that it had been denied.

16 Q I'm going to show you a document, Mr.
17 Moszkowski. It's called executive order on salaries. I
18 know you may not have seen this document, but do you recall
19 a Skype conversation between you and Mr. Howard on September
20 28th, 2012 that --

21 A No, I don't think so.

22 Q Okay. Read through this. And you may not
23 recall the exact date, but recall, if you will, this
24 conversation occurred at some point through a Skype
25 conversation. It would have been verbal rather than a

1 texting conversation.

2 A What is this? This doesn't make much sense to
3 me.

4 Q This is something we received from you in
5 response to some of our questions.

6 A This?

7 Q Okay. We provided it to you. I'm sorry.

8 A Yeah, because this date is September 28, 2012.
9 I received my last salary in March 2013. So why would he
10 send me that six months prior?

11 Q Let me ask you this: Did you ever agree in a
12 conversation with Mr. Howard to not accrue any further
13 executive officer payroll until the company had funds to
14 pay? Was that an agreement between you and Mr. Howard?

15 A This is also double entendres. I agreed that
16 he stop paying me salaries. I didn't agree that he wouldn't
17 owe me salaries once the money comes back.

18 Q Okay.

19 A You know, that's the kind of things he does.

20 Q Okay. So let me just ask the question, then
21 we can follow up with other questions. So it says, we
22 agreed not to accrue any further executive officer payroll
23 until the company has funds to pay. So is that something
24 that you agreed to or not?

25 A Okay. Tell me what is the exact significance

1 of the word "accrue"?

2 Q I'm just asking. It's in some notes. I'm
3 asking you if you agreed to that? And if you have a
4 question about the language --

5 A What is the meaning of accrue?

6 MR. BOLLER: Well, you can ask him.

7 THE WITNESS: I just asked Mr. Ball.

8 Q (By Mr. Ball) Okay. Let me ask this: Was
9 there agreement -- I mean, I don't know if this is the right
10 word, but I'm going to ask you this anyway. Did you have an
11 agreement to defer further executive officer payroll until
12 the company had funds to pay?

13 A My understanding would be that I understand
14 that the company cannot pay me a salary if the company
15 doesn't have money in its bank account. So the salaries
16 would still be owed because I would still work for the
17 company until enough money would come in the company, and
18 then the company will owe me the salary that was not paid.
19 That's the way I would understand it.

20 Q But the expectation was, okay -- and did that
21 conversation with Mr. Howard occur sometime in late 2012,
22 the second half of 2012?

23 A You think I remember?

24 Q Well, you said you write down what you do
25 every day.

1 A To a point. This is really a detail. And I
2 don't even know if it's legitimate, if it was not done after
3 the fact.

4 Q I'm giving you this as a statement by Mr.
5 Howard.

6 A Okay. So it's a statement by Mr. Howard. I
7 disagree with the agreed not to accrue. But then I'm asking
8 if this was done on September 28, why were my salaries paid
9 until the end of March 2013 of the next year? So September,
10 October, November, December, January, February, March, so
11 for seven months after this I received my full salary. So I
12 think there's something fishy about the dates here.

13 Q The last date that you said in 2013, let's go
14 with that date. After that date did you agree that you
15 would not take salary because there were no funds in the
16 company?

17 A I agreed that I could not receive salaries if
18 there was no funds, but I did not agree that it would not
19 accrue. Of course it would accrue because I would continue
20 working. So, obviously, I would continue receiving a salary
21 when the money became available.

22 Q But you were okay and agreed to working during
23 that time period after that last date you said in 2013
24 without being paid with the expectation that you would be
25 paid when money came into the company?

1 A Yeah.

2 Q Okay.

3 A But more than that, money started coming back
4 in the company to the tune of \$100,000 only three months
5 after my salary had been discontinued, and Mr. Howard had
6 managed to have a friend of mine have me sign a loan
7 agreement for 35,000 Euros, although money was coming in.
8 So Mr. Howard did not resume paying my salary when money
9 started flowing back into the company.

10 Q And, really, DeepGulf would be the entity that
11 owes you the money, correct?

12 A Yeah, sure, the entity, except that the action
13 is not by DeepGulf. It's by an individual who happens to be
14 Mr. Howard.

15 MR. BALL: I'm going to have that marked as
16 the next exhibit.

17 (Plaintiffs' Exhibit 12 was marked for
18 identification.)

19 THE WITNESS: This is weird. Seven months
20 before the last salary. This looks like something
21 that was done after the fact. Can I take a picture
22 of this?

23 MR. BOLLER: I've got a copy.

24 MR. BALL: He's got a copy.

25 THE WITNESS: Good. Keep it.

1 MR. BALL: I try to provide a copy to your
2 lawyer of every document. Give me one second.

3 (Discussion ensued off the record.)

4 Q (By Mr. Ball) Mr. Moszkowski, I'm going to
5 show you an e-mail thread there. Are you familiar with that
6 e-mail thread?

7 A I wrote it.

8 MR. BOLLER: Are we looking at the same one,
9 one that starts with an e-mail from Bill Lott?

10 MR. BALL: December 17 of 2018.

11 MR. BOLLER: I'm confused about this copy.

12 MR. BALL: Okay.

13 MR. BOLLER: You've got an e-mail from Bill to
14 Rus.

15 THE WITNESS: But it was signed by me because
16 I would not communicate with Rus anymore.

17 MR. BOLLER: Go ahead. I understand.

18 Q (By Mr. Ball) I think it was through Mr.
19 Lott. Turn your attention to page 13 of the e-mail, and at
20 the bottom on your e-mail to Mr. Lott, copy to Mr. Howard,
21 November 29, 2017, 11:45 a.m., second paragraph, you say --
22 you're asking how does this relate to something, and you
23 indicate that's three years before DeepGull acquired all of
24 Tokel in 2012. Do you see that language?

25 A Yeah. Which one?

1 Q So right here, second paragraph in this e-mail
2 where it begins, that was 27 February, 2013. The last
3 phrase, the last little part of that paragraph says, and
4 three years before DeepGulf acquired all of Toke in 2012.

5 A So what's your question?

6 Q My question is, do you see that?

7 A Yeah, I see that.

8 Q Did you write that to Mr. Lott, copied to Mr.
9 Howard?

10 A I did.

11 Q Earlier you were suggesting that maybe
12 DeepGulf did not acquire all of Toke's interest. So is this
13 e-mail from November 29th, 2017 an accurate statement of
14 DeepGulf's interest in Toke, or was your testimony earlier
15 that they had not acquired all the interest in Toke an
16 accurate statement?

17 A So this statement here is dated November 29,
18 2017. That's what I believed on November 29, 2017. It was
19 only afterwards by analyzing in particular the documents
20 that you sent me that I found that this was most probably
21 not true.

22 Q I want to turn your attention to page 10 as
23 well. Now, there's an e-mail communication -- it's hard to
24 tell. It looks like you wrote it to Bill December 5th, 2017
25 at 12:40 p.m. You wrote, Bill -- and you were talking about

1 Mr. Howard; is that correct?

2 A Yeah, Rus is really a master at wasting our
3 time.

4 Q In the underlined section you say, but I
5 refuse to communicate with Rus and give him anything he
6 wants; is that correct?

7 A Absolutely.

8 Q Even though Rus was one of the members of the
9 board of directors?

10 A No. He had accused me of being a thief
11 without any evidence. I don't talk to people who accuse me
12 of being a thief. If he had wanted this information, he
13 could have asked it from me before he called me a thief. He
14 called me a thief because he didn't want me to communicate
15 with him. He did it on purpose.

16 Q Later on you stated in the next paragraph, I
17 want him, meaning Mr. Howard, out as chairman of the board;
18 is that correct?

19 A Yes. This I had told Mr. Howard as early as
20 end of August 2016. And I still want him to step down.

21 MR. BALL: I'm going to mark that as the next
22 exhibit, please.

23 (Plaintiffs' Exhibit 13 was marked for
24 identification.)

25 THE WITNESS: You see, the answer to the

1 question is here. I had already explained it. Rus
2 chose to accuse me first of wrongdoing,
3 embezzlement, white collar crime and so forth before
4 knowing the facts because if he knew the facts, he
5 wouldn't have had to ask facts from me. That's the
6 reason why I was not communicating with him, and I'm
7 still not communicating with him.

8 Q (By Mr. Ball) So does accusing someone --
9 does having an accusation levied against you eliminate all
10 your fiduciary duties to an entity?

11 A Absolutely.

12 Q It does?

13 A Absolutely. I'm talking to you because you're
14 an attorney. You called me a thief. I'm talking to you
15 because my attorney told me to talk to you. Otherwise, I
16 wouldn't talk to you. By the way, if Mr. Howard had
17 gathered all the information before accusing me, I would
18 have given him the whole thing. But he chose to accuse me
19 first in order to make sure that I would refuse giving him
20 the information because he knows me.

21 Q But subsequent to the accusation, your
22 position was, I don't have any more of those duties; I don't
23 have to give any more information to Mr. Howard?

24 A No. The thing is Mr. Howard has 45 percent of
25 the company. I have 46.2 percent of the company. Mr.

1 Howard staged a coup inside of the company. I want to
2 protect the company as well as myself. I don't recognize
3 any legitimacy in Mr. Howard.

4 Q Okay.

5 A Because, as you said, it's DeepGulf against
6 Marc Moszkowski. It should be DeepGulf against Rus Howard.

7 Q I'm going to show you another e-mail thread.
8 It's an e-mail. It's an e-mail from you to Mr. Howard
9 December 22nd, 2017, and attached to that is a letter from
10 DeepGulf's president to the shareholders dated at the same
11 date.

12 A Which I sent to all 22 addresses that I had.

13 Q Now that you've looked at it, that's a
14 document that you prepared and sent?

15 A Yes, sir.

16 Q Explain what the letter shows in terms of
17 these numbers, the numbers that are on the bottom of the
18 first page of the letter.

19 A Aren't they self-explanatory?

20 Q I need you to explain it to me.

21 A Should I? It's so obvious. Just read it.

22 MR. BOLLER: If it's obvious, you can say it
23 speaks for itself. But I think what he's asking you
24 to do is acknowledge that you recognize it and your
25 explanation serves to --

1 THE WITNESS: Rus is accusing me of having
2 embezzled as much as \$900,000, well, actually, more,
3 from the company or perhaps even more. I believe
4 such an irrational claim artificially
5 offsetting the approximately \$750,000 which the
6 company owes me and also at deflecting attention
7 away from real issues. This libelous accusation has
8 even less merit than the previous one but gives me
9 the opportunity to present some basic financial
10 facts to you.

11 And then I wrote that what to the best of my
12 understanding was facts: DeepGulf self-funding
13 (from Marc's savings), DeepGulf revenue from Marc's
14 projects (Toke), DeepGulf revenue from Marc's
15 consulting, DeepGulf revenue from Marc's activities,
16 DeepGulf funding by shareholders.

17 Q (By Mr. Ball) Let me interrupt you for a
18 second.

19 A Yeah.

20 Q The line that says, DeepGulf revenue from
21 Marc's activities, that's a sum of the previous three
22 numbers; is that correct?

23 A Yeah.

24 Q Okay. Go ahead.

25 A At the time what I thought could be the

1 current overdraft I had no idea because Mr. Howard would not
2 tell me. So revenue from funding and bank credit, \$806,000;
3 Marc's self-funded expenses 2005 to 2007, \$100,000. Doesn't
4 change anything. You know, you take from one, you put to
5 the other, doesn't change. Marc and associates' travel and
6 living expenses, \$325,000; Marc's DeepGulf salaries,
7 benefits, federal taxes, \$630,000; Marc's operational
8 expenses, \$955,000; Marc's total expenses --

9 Q Let me interrupt you for a second.

10 A Yeah.

11 Q So Marc and associates' travel and living
12 expenses, \$325,000. Who are the associates?

13 A Okay. I have one remark. I sent this letter
14 on 22 December. It's the first time that anybody asks me
15 any detail about that letter. Isn't that bizarre? I can't
16 believe that the shareholders were not told by Rus Howard
17 not to respond to me. Those associates are Vicente Ximenes
18 whenever he travelled out of Timor, I.J. Tark on one
19 occasion. Well, mostly Vicente Ximenes when out of Timor
20 because there were no credit cards in Timor.

21 Q So DeepGulf was reimbursing --

22 A No. All these people were working for
23 DeepGulf.

24 Q Were they employees of DeepGulf?

25 A Sponsors of DeepGulf.

1 Q What's a sponsor?

2 A It's a person who works for free for a
3 company. And so sometimes I paid for those expenses.

4 Q Okay.

5 A When I had no choice. They paid me back much
6 more than what I paid them.

7 Q Did you use a credit card to pay for those
8 associate travel expenses?

9 A Yes, sir.

10 Q How much were the associate travel expenses?

11 A I have no idea. I would have to give you the
12 detail, but all inclusive \$1,055,000.

13 Q Now, those living expenses, so I'm
14 understanding --

15 A No, no, no, no, not living expenses.

16 Q It says travel and living expenses. I'm just
17 reading your words. Marc and associates' travel and living
18 expenses, \$325,000. That \$325,000 was paid on a DeepGulf
19 credit card or something like that; is that right?

20 A Yeah.

21 Q Paid by DeepGulf?

22 A Yeah. Actually, I think the 325 exceeds the
23 real amount. I wanted to be conservative. I wanted to
24 maximize these expenses as much as possible.

25 MR. BOLLER: Can I ask him to restate that

1 answer?

2 THE WITNESS: Yeah. Those are estimates
3 because I don't have access to the bank accounts or
4 to the accounts because Mr. Howard refused to give
5 me the accounts.

6 Q (By Mr. Ball) Okay. You've spent it on
7 behalf -- through DeepGulf's pockets, not through your own;
8 is that correct?

9 | A Sure.

10 Q Just so I understand. The 2008 to 2012,
11 \$630,000, that's your salary, benefits and I guess the FICA,
12 whatnot that would be paid to you by DeepGulf; is that
13 correct?

14 A I should have stated 2013. There's a typo.
15 Yes, to the best of my understanding.

16 Q Okay. And then Marc's self-funded expenses,
17 which is an earlier date, 2005 to 2007, \$100,000, was that
18 money that you paid out of your own pocket but it was for
19 work of DeepGulf or something else?

20 A Yes, that's what I paid out of my own pocket.
21 But if you look at this thing, credit and debit, it's here
22 in the debit, but it's also in the credit. So if you delete
23 those two lines, the end result is just the same. So Marc's
24 total expenses, including self-funding, \$1,055,000. You can
25 deduct the \$100,000, but then you deduct the \$1,000 from the

1 credi t.

2 Q Understood.

3 A So other expenses only Rus can explain, Marc
4 had no control or input, \$1,266,605. I'm still waiting for
5 Rus to explain because I never received any explanation to
6 that. To the best of my understanding, there's \$1.3 million
7 that was spent by other people than me.

8 Q Now, \$325,000, that seems like a large amount
9 to me, and maybe it's not, for travel and living expenses.
10 Tell me what that stuff was in general.

11 A You know what, you want to make it half as
12 much? That means that the amount that is not accounted for
13 will be increased.

14 Q I want you to tell me what that number came
15 from. I don't want anything. I want a real number.

16 A It comes from the receipts which I gave to Mr.
17 Howard over the years, the total of the receipts, my
18 estimate of money that could have been spent in cash over
19 the years, and then I added a safety margin maybe of 20, 25
20 percent, and I got to the result of 325 because I want to
21 make sure that it was not below this amount because if it's
22 below this amount, then the amount that I cannot account for
23 is increased by as much. So the higher this amount here,
24 the better for Mr. Howard. I think, I believe that I spent
25 less than \$325,000 over the years. Remember that Timor is

1 on the other side of the planet, that you can only fly
2 there.

3 Q You talked about living expenses. At one
4 point you said you lived in a house with no rent and snakes.

5 A Sure.

6 Q So what living expenses did DeepGulf pay for
7 you?

8 A I was in Singapore, I was in Hong Kong, I was
9 in Thailand, I was in Burma, I was in Australia. I was not
10 only in East Timor. I was all over the place. I was in
11 China, I was in South Korea, I was in Japan. Now, you want
12 to add something here, you can add something. You know, but
13 those were the -- you know, we saved a lot of money by
14 having Toke Oil and Gas pay for expenses.

15 Q Sounds like DeepGulf paid for these expenses.

16 A No, DeepGulf didn't pay for the expenses in
17 East Timor. DeepGulf saved the money from those expenses.
18 Otherwise, DeepGulf would have had to pay for those living
19 expenses in Timor, but they had Toke Oil and Gas pay for
20 those expenses.

21 Q But the \$325,000 that you list on this page --

22 A That is purely DeepGulf.

23 Q Okay. Understood.

24 A Of course, when I have the accounts, I will be
25 able to control everything. What you see from this is that

the money expended by Rus Howard exceeds the money expended
by Marc Moszkowski .

(Plaintiffs' Exhibit 14 was marked for identification.)

5 (Discussion ensued off the record.)

6 Q (By Mr. Ball) Back on the record, Mr.
7 Moszkowski. Let me catch up with where I was. Hopefully we
8 just have a little bit longer. I'm going to show you a
9 letter or an e-mail from you to Mr. Howard January 9, 2018,
10 and attached to that is a letter dated January 8 of 2018.
11 Have you seen that?

12 A I wrote that.

13 Q Okay. Now, on page 3 of that letter at the
14 very top, there's some discussion of conflicts of interest.
15 And I think you dismissed the fact -- you dismiss a concern
16 about conflicts of interest. You say, in real life
17 so-called conflicts of interest only apply to people of
18 substandard ethics. Did you say that?

19 A I di d.

20 Q Do you believe you have greater than
21 substandard ethics?

22 A I believe that this kind of conflicts of
23 interest don't apply to me. I don't have any conflicts of
24 interest.

25 | O So you would say what might -- the conflicts

1 of interest that might apply in a standard corporate
2 situation do not apply to you because you believe you have
3 superior ethics?

4 A So to speak, but also, if there had been any
5 conflict of interest, Toke Oil and Gas should have
6 complained, and they didn't because I favored DeepGulf more
7 than Toke Oil and Gas, obviously.

8 MR. BALL: I'll have this marked.

9 (Plaintiffs' Exhibit 15 was marked for
10 identification.)

11 Q (By Mr. Ball) On page 3 you refer to your
12 miserly salary somewhere.

13 A Yeah.

14 Q Is that the same salary that you referred to
15 in your letter that we spoke about earlier on December 22nd,
16 2017 where all the numbers were laid out?

17 A I believe so.

18 Q So even that number, you felt like, wasn't
19 enough for the work that you did?

20 A \$230 per day to work on the other side of the
21 planet offshore? Are you familiar with this industry? I
22 was paid \$1,500 a day when I was a consultant. Nobody does
23 this for \$230 a day.

24 Q Okay.

25 A Expatriate away from home?

1 Q In that letter you also submit that if you had
2 known of Mr. Howard's design, you would have resigned and
3 earned about \$1.25 million in extra personal income. Is
4 that correct?

5 A It's correct.

6 Q Had you resigned did you believe that you
7 would not be subject to the noncompetition agreement that
8 you signed in 2005?

9 A Okay. That was a typo. If I had known of Mr.
10 Howard's designs, I would never have formed a company with
11 him. I would still have had the job in East Timor because I
12 would still have probably signed my patent on the Internet,
13 and I would have made a lot more money. All the money that
14 I sent DeepGulf I would have kept for myself minus the
15 salary.

16 Q That's a pretty big typo to say that you would
17 have resigned rather than not form the company.

18 A I agree. I should have said resign. I should
19 have said I would never have formed a company with Mr.
20 Howard.

21 Q Okay. But you agree that if, indeed, you had
22 done what you said in that letter and resigned that you
23 would have been subject to the noncompetition agreement that
24 we talked about earlier today?

25 A Probably.

1 Q Why do you say probabl y?

2 A Probabl y because, like I said, this is a very
3 onerous noncompete agreement, so I probabl y coul d have
4 fought it i n court. But the way it is, yeah, I was bound to
5 its terms until I fought it.

6 Q And i n this letter you mentioned that you
7 refused to let Mr. Howard do his due diligenc e i n Timor. We
8 already ki nd of went through that di scussion.

9 A Yeah, because --

10 Q Hang on. Let me ask the question.

11 A I'm sorry. I'm sorry again.

12 Q You said you woul d refuse -- I want to make
13 sure that the answer you al ready gave answers the questi on
14 to that statement that you woul d not let Mr. Howard do his
15 due diligenc e i n Timor. Is i t the same answer that you gave
16 before?

17 A Yeah, that there was no due diligenc e because
18 there was nothi ng to do due diligenc e on. That's what I
19 meant. It was Mr. Howard that was compl ai ning that I woul d
20 not allow him to do due diligenc e. There was nothi ng to do
21 due diligenc e on.

22 Q But you write -- this i s the sentence, and let
23 me read the sentence, and I'll let you -- then I'm going to
24 ask you a questi on. I'll let you respond. Then Mr. Howard
25 became apparently obsessed wi th my refusal to let him

1 conduct on his own terms his so-called due diligence in
2 Timor. Now, I've heard your reasons. But did you refuse to
3 let him conduct on his own terms the due diligence that he
4 wanted to do?

5 A No, that's not what I wrote. His so-called
6 due diligence. That modifier is very important.

7 Q Then let's add that modifier. Did you refuse
8 to let Mr. Howard conduct on his own terms his so-called due
9 diligence?

10 A Absolutely, to save the company.

11 Q Okay. Thank you for your answer.

12 A Where does this go?

13 Q Let me see if I'm done with that. Hang on.
14 And I am. So that can go back in the pile.

15 I'll show you another letter dated January
16 14th of 2018. You tell me if you're familiar with that
17 letter.

18 A I wrote it.

19 Q Now I'm going to find my copy here and ask you
20 a question. I don't have any questions. We'll just mark
21 that.

22 (Plaintiffs' Exhibit 16 was marked for
23 identification.)

24 MR. BOLLER: Is that your handwriting?

25 THE WITNESS: No, but that's my typing.

1 Q (By Mr. Ball) I'm coming to the very end.
2 Actually, I think it may end quicker than I thought, but I
3 want to ask my client a couple of things. I've already
4 asked most of these questions. I think I've already asked
5 you this question, but I want to make sure I ask it. If I
6 already asked it, I apologize to you. Have you done any
7 consulting work since the beginning of 2018?

8 A No. I don't think you asked that question
9 specifically.

10 Q I think I did. I just want to make sure I'd
11 asked it. We're going to have to share this one. And,
12 again, Mr. Moszkowski, I know what your answer is going to
13 be, but have you -- are you familiar with that document?

14 A I wrote it. Except if someone doctored it,
15 but I don't think someone did.

16 Q I understand.

17 A Because I sent PDFs, so they're difficult
18 to -- well, not that difficult.

19 Q It looks like you have a -- there was a letter
20 from the shareholders -- I'm sorry, to the shareholders from
21 Mr. Howard and Mr. Johnson, and you responded in multiple
22 different colored responses; is that correct?

23 A Yeah. By the way, we have already reviewed
24 this one.

25 Q Okay. We'll review it again.

1 A Okay.

2 Q So at the bottom of page 3 you say that you
3 have provided a full accounting for the \$959,000 expenditure
4 to the DeepGulf director who was sitting on the board before
5 Mr. Johnson's appointment. Who is that?

6 A Bill Lott.

7 Q Did you provide a full accounting to any other
8 members of the board of directors?

9 A There were no other members.

10 Q Well, Mr. Howard was a member.

11 A Yeah, but I don't talk to Mr. Howard. That's
12 the reason why we're talking through Bill Lott, because I
13 don't talk to that person.

14 Q Mr. Johnson was a member of the board of
15 directors, also?

16 A At that time? Yeah, Mr. Johnson is the same.
17 He refused to discuss things with me directly. He refused
18 to pick up the phone and talk to me.

19 Q The answer to my question is, you did not
20 provide it to Mr. Howard or Mr. Johnson?

21 A No, no, no.

22 Q So you say, the DeepGulf director who was
23 sitting on the board before Mr. Johnson's appointment.

24 A Exactly.

25 Q And that person was Mr. Lott?

1 A Yes, sir.

2 Q What do you mean by a full accounting? What
3 is a full accounting?

4 A It's what I have that is -- it's the full
5 accounting that I have.

6 Q Which is what?

7 A Which is how much money was paid on which date
8 to whom. Me, Halley (ph) Company, whatever their company
9 was, that adds up to the exact amount that in the end I was
10 accused of having stolen. Hey, look at what we found. I
11 gave them the figures.

12 Q So the \$959,000, I know it's rounded, but that
13 was a number that was paid to various directors?

14 A Two directors plus me, 345. I got 245. They
15 got 959 and 22 cents (indicating). I remember the 22 cents.

16 Q She probably can't take that down but 959,000
17 plus?

18 A And something, plus some dollars and 22 cents,
19 which is the amount that I always mentioned. So there was
20 no smoking gun here because it was information that I had
21 always given.

22 Q Now, was that accounting -- when you say a
23 full accounting, was that a breakdown to Mr. Lott, was that
24 a breakdown of when payments were made to various directors?

25 A Yes.

1 Q So, obviously, it wasn't one payment to each
2 of them; it was multiple payments over time?

3 A Yeah, to me and to them. I gave him the
4 breakdown so that he could give it to Mr. Howard if he
5 wanted to.

6 Q Now, you also said, to my knowledge, he shared
7 that information with Mr. Howard.

8 A Yeah, to my knowledge, he did.

9 Q Do you have any evidence of that?

10 A No.

11 Q Did Mr. Lott tell you that he was going to
12 share it or that he had shared it?

13 A I think I remember that he said he had shared
14 it. He would have no reason not to share it because his
15 only purpose in the dispute was to be the go-between.

16 Q But you have no direct knowledge he shared
17 that with Mr. Howard or Mr. Johnson?

18 A No.

19 MR. BALL: Give me -- we might be done with
20 questions. We're going to mark that as the next
21 exhibit.

22 THE WITNESS: No more questions? I love the
23 questions.

24 MR. BALL: Let me -- y'all stay here. I'm
25 going to talk to my client.

(Plaintiffs' Exhibit 17 was marked for identification.)

3 (A recess was taken.)

4 MR. BALL: All right. We don't have any
5 further questions at this point. Do y'all have
6 questions?

7 MR. BOLLER: (Shakes head negatively.)

10 MR. BALL: Right. We stated that in the
11 beginning.

12 MR. BOLLER: Put what you think is appropriate
13 on the record, and I will add or not as I think
14 appropriate.

15 MR. BALL: So we have a stipulation that's not
16 really part of the deposition, but we've had a
17 conversation outside of the room, and we've agreed
18 that Beth Minor, who is the recordkeeper for
19 DeepGulf, is going to compile the financial records
20 requested by Mr. Moszkowski's counsel. She says
21 she's going to do it this afternoon.

When it's provided, the agreement that we have
is that it will be kept confidential, which means
does not go outside of your lawyers, does not go --
I intend that this will be a stipulation between us

1 and that, obviously, a shareholder would be entitled
2 to the same information as you would, Mr.
3 Moszkowski. But some individual on the street or
4 some third party is not entitled to see the
5 financial records.

6 THE WITNESS: Shareholders are entitled to see
7 them?

8 MR. BOLLER: Yes.

9 MR. BALL: Yes, sir.

10 THE WITNESS: Okay.

11 MR. BALL: But in any event, the idea is
12 confidential as a legal connotation in that if it's
13 violated, I would expect that there would be some
14 sort of motion for court sanctions or something like
15 that if it were distributed to some third party of
16 some sort.

17 THE WITNESS: Like whom?

18 MR. BALL: I have no idea.

19 THE WITNESS: Who would that be of any
20 interest to?

21 MR. BOLLER: Let's let him finish.

22 THE WITNESS: Okay.

23 MR. BOLLER: How about that?

24 MR. BALL: And we also understand that, Mr.
25 Moszkowski, you'll be providing the e-mails that

1 were provided to us last Friday in a PST format or
2 some other searchable format, and I think you said
3 you might be able to do that this evening?

4 THE WITNESS: Oh, I will. Were you told
5 why --

6 MR. BALL: I understand there was a
7 technological glitch at Mr. Lott's house or
8 something, bandwidth or something.

9 THE WITNESS: No, no, it was with my server,
10 and I could not access my server, so I had to
11 transfer it piecemeal, which took like seven or
12 eight hours because the first one I sent to you PST.

13 MR. BALL: I understand.

14 THE WITNESS: I will do the same.

15 MR. BALL: I understand.

16 THE WITNESS: My pleasure.

17 MR. BALL: Okay. And then we're going to
18 delay perhaps Mr. Howard's deposition while we all
19 have an opportunity to review the financial records
20 but hopefully till midmorning or --

21 MR. BOLLER: Well, we will coordinate in the
22 morning. But I'll be honest. As my excellent
23 practical daughter pointed out, we do have travel
24 time coming and going, and so there's a certain
25 challenge to the efficiency. Unless we can get here

1 by not too late in the morning, I don't think it's
2 going to be practical to drive just for some couple
3 of hours in the afternoon.

4 MR. BALL: Well, I would be -- I'd be willing
5 to stay until 6:00 or 6:30 or 7:00. The only reason
6 I say that is -- let's finish the stipulation first
7 on the exchange of information. So do you agree
8 with that, Mr. Boller?

9 MR. BOLLER: The only other detail I'd like to
10 make sure we're clear on is that the person who's
11 providing the books and records of the corporation
12 is the custodian. I mean, you called her the
13 bookkeeper. There's nobody else besides her that
14 has records somewhere that somehow they would not be
15 admissible was it necessary because that person --

16 MR. BALL: Other than the ones we already
17 provided.

18 MR. HOWARD: I don't think I understand what
19 he said. I'd like you to say it again.

20 MR. BOLLER: Sure. As to admissibility of
21 certain business records, there may be a need to
22 identify what's called the records custodian. Is
23 that what she is?

24 MR. HOWARD: Well, I don't know that I
25 understand the term "records custodian" because I've

1 never heard that before.

2 MR. BALL: It's the person who generally
3 maintains the records and books and accounting of
4 the corporation.

5 MR. HOWARD: It has been her from the very
6 beginning.

7 MR. BOLLER: She would as custodian have to
8 confirm that there are no other records that anybody
9 else has. Can she do that?

10 MR. BALL: The only stipulation -- and I'll
11 let Mr. Howard add to this -- is Mr. Howard had the
12 minutes, which I've already forwarded to your
13 daughter, and there was something else. I can't
14 remember what it was.

15 MR. HOWARD: We're just talking about the
16 financial records, the bookkeeping records, right?

17 MR. BOLLER: Right.

18 MR. BALL: I think it's all you're missing.

19 MR. BOLLER: I understand that there's some
20 tax returns that have been lost.

21 MR. HOWARD: There's one tax return that we
22 don't know where it is.

23 MR. BOLLER: Okay.

24 MR. HOWARD: It's the year in between when it
25 went from Saltmarsh to B's Bookkeeping. It's

1 either '11 or '12. I don't know which year it is.

2 MR. BOLLER: I guess that is the essence of my
3 concern. You moved the books from one custodian to
4 the current custodian?

5 MR. HOWARD: No, no.

6 MR. BOLLER: Same person went from one
7 organization to another?

8 MR. HOWARD: I think you misunderstood.

9 MR. BOLLER: Possibly.

10 MR. HOWARD: Beth Minor has been the person
11 who has kept the books from the very beginning all
12 the way through. During the first years up until
13 whatever year that was, the tax returns were
14 prepared by Sal tmarsh, Cleaveland & Gund. Okay?

15 MR. BOLLER: Beth was an employee of
16 Sal tmarsh?

17 MR. HOWARD: No, Beth has never been an
18 employee of Sal tmarsh, Cleaveland & Gund. Beth
19 prepared the bookkeeping records. The records
20 were -- whatever Sal tmarsh needed she provided to
21 them so they could prepare the taxes. Sal tmarsh,
22 Cleaveland & Gund is probably the premier large
23 accounting firm in this region.

24 MR. BOLLER: Okay.

25 MR. HOWARD: When the company ran out of

1 money, it could no longer afford to employ
2 Sal tmarsh, Cleaveland & Gund to prepare the tax
3 returns. That's when Beth started doing it.

4 MR. BALL: The question for now is those tax
5 returns -- and I can anticipate your question.
6 Those tax returns are the tax returns with
7 Sal tmarsh?

8 MR. HOWARD: Yes.

9 MR. BALL: That are not with Beth?

10 MR. HOWARD: That's correct. And if you want
11 them from Sal tmarsh, we could get them ahead of
12 time. They'll prepare them for you for \$50 a year,
13 and you just go there, pay them the money and walk
14 away.

15 MS. BOLLER: The corporation doesn't maintain
16 copies of the tax returns they submitted?

17 MR. HOWARD: Not that far back, no.

18 MR. BOLLER: Sal tmarsh was what time frame?

19 MR. HOWARD: From the foundation of the
20 company up until 2012. They have the returns.

21 MR. BOLLER: Okay.

22 MR. HOWARD: They did the consolidation.

23 MR. BOLLER: Well, we'll look at what Beth
24 sends and hope that it's good enough.

25 MR. HOWARD: It might be -- and I don't know

1 because I didn't look at exactly what they've got.

2 It might be that there's a misunderstanding and all
3 of them are really there.

4 MR. BOLLER: I appreciate that. That's why
5 I'm saying we'll take a look. Hopefully it's
6 sufficient. And if there are problems we'll address
7 them at that time. But whatever is provided we will
8 maintain in confidence and not allow anyone other
9 than counsel or stockholders or officers and
10 directors, you know. Billy and Marc are the only
11 people other than my office that will look at those
12 records. They will not be disseminated to any other
13 party or entity or person. Okay?

14 MR. BALL: Okay.

15 MR. HOWARD: Okay.

16 MR. BALL: Off the record.

17 (WHEREUPON, the reading of the deposition was
18 not waived and concluded at approximately 5:25 p.m.)

19

20

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CERTIFICATE OF OATH

4 STATE OF FLORIDA)

5 COUNTY OF ESCAMBIA)

I, Connie L. Morse, Court Reporter, hereby
certify that MARC M. MOSZKOWSKI personally appeared before
me on the 17th day of July, 2019, and was duly sworn.

10 WI TNESS my hand and offi ci al seal thi s 7th day of
11 August, 2019.

CONNIE L. MORSE
Court Reporter

CERTIFICATE OF REPORTER

4 STATE OF FLORIDA)

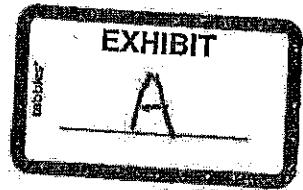
5 COUNTY OF ESCAMBIA)

I, Connie L. Morse, Court Reporter, certify that I was authorized to and did stenographically report the foregoing deposition; and that the transcript is a true record and complete record of my stenographic notes; that the witness did not waive reading and signing.

I further certify that I am not a relative, employee, or attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney, or counsel connected with the action, nor am I financially interested in the action.

17 WITNESS my hand this 7th day of August, 2019.

CONNIE L. MORSE
Court Reporter



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.



- 2 -

(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.

- 3 -

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.

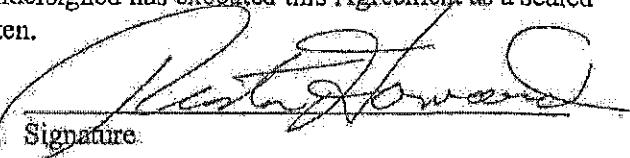
14. Governing Law; Forum Selection Clause. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, 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]

- 6 -

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: M. Moszkowski.

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:

No Developments

See Below

Developments and purpose*

NONCOMPETITION, NONDISCLOSURE AND DEVELOPMENTS AGREEMENT

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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.

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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 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.

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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.

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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:

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:

Mr No Developments

See Below

Developments and purpose:

the first time in the history of the world, the people of the United States have been called upon to decide whether they will submit to the law of force, or the law of the Constitution.

Filing # 70140149 E-Filed 04/03/2018 09:48:25 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

DEEPGULF, INC. and TOKE OIL AND GAS, INC.,

Plaintiffs,

Case No.:

vs.

Division:

MARC M. MOSZKOWSKI,

Defendant.

COMPLAINT

Plaintiffs DeepGulf, Inc. (hereinafter referred to as "DeepGulf") and Toke Oil and Gas, Inc., by and through their undersigned attorneys, sue Defendant Marc M. Moszkowski (hereinafter referred to as "Moszkowski") allege as follows:

JURISDICTION AND THE PARTIES

1. Plaintiff DeepGulf is a Florida Corporation with its principal place of business in Escambia County, Florida.
2. DeepGulf's, field of business includes but is not limited to energy transportation including handling and transportation of hydrocarbon in pipeline either onshore or offshore or on ships.
3. Plaintiff Toke Oil & Gas is a wholly owned subsidiary of DeepGulf domiciled in Timor Leste also known as East Timor in the United States.
4. Defendant Moszkowski is an Officer and Director of DeepGulf.
5. Moszkowski is a founder of DeepGulf,
6. During all times pertinent to the allegations in this Complaint, Moszkowski was residing in Escambia County, Florida.
7. During all times pertinent to the allegations in this Complaint, Moszkowski was and continues to be the President of DeepGulf.
8. Moszkowski held all the rights, powers and authorities of DeepGulf's Executive Officer by virtue of the CONSENT OF DIRECTORS AND SHAREHOLDERS IN LIEU OF FIRST MEETING OF DIRECTORS AND SHAREHOLDERS OF DEEPGULF, INC. on



December 1, 2004 till those rights, powers and authorities were removed from him during the Board of Directors Meeting held on December 26, 2017.

9. During all times pertinent to the allegations in this Complaint, Moszkowski was and continues to be a Director of DeepGulf.

COUNT I - INJUNCTIVE RELIEF
INTELLECTUAL PROPERTY AND DEVELOPMENTS
AND BUSINESS OPPORTUNITY

10. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 as if fully set forth herein.
11. On September 15, 2005, Moszkowski and DeepGulf, Inc. entered into a NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT a true and correct copy of which is attached hereto as Exhibit "A."
12. Paragraph 14 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT addresses Governing Law, Forum Selection Clause, grant that the Governing law shall be Florida Law and the venue shall be any state or Federal court located in Florida.
13. Paragraph 13 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT, in addition to a legal remedy, provides for injunctive relief, specific performance and other equitable relief to prevent violation of his obligations.
14. The opening paragraph of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT, defines Business Relationship as follows:
 - a. In consideration and as a condition of my service or continued services 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:
15. Paragraph 6 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT, addresses Assignment of Developments and provides that:

If at any or times during my Business Relationship with the Company, I shall, either alone or in concert 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 thereto; (ii) Or, results from tasks assigned to me by the Company; (iii) Or, results from the use of premises or assets, either 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, design, development, improvement, trade secret or intellectual property rights, products, designs, methods, know-how, techniques, systems, processes, specifications, blueprints, software programs, discovery whatsoever or any interest therein, whether patentable or registerable 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 person or persons designated by the Company 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, including plans and models, relating thereto to the Company.

16. During the time when Moszkowski was serving as an officer and director of DeepGulf, Moszkowski filed several patent applications, some of which have been granted:

- a. **Method of fully expelling compressed gas from a tank**
 - i. Patent number: 9644792
 - ii. Abstract: The method of transferring compressed gas at from a first tank to a second tank without decompressing the compressed gas and then repressuring the compressed gas comprising filling the second tank with a fluid, connecting a first fluid connection on the first tank to a second fluid connection on the second tank with a first line with one or more first valves, connecting a first gas connection on the first tank to a second gas connection on the second tank with a second line with one or more second valves, opening the first valves and the second valves to allow the compressed gas

to pressurize the fluid, and pumping the fluid in the second tank into the first tank, thereby causing the compressed gas in the first tank to be displaced into the second tank.

- iii. Type: Grant
- iv. Filed: June 3, 2015
- v. Date of Patent: May 9, 2017

b. Dual gradient pipeline evacuation method

- i. Patent number: 8146667
- ii. Abstract: The method of removing a first liquid from a subsea pipeline which has a central portion lower than each of the ends of the subsea pipeline by pumping a second lower density fluid into the pipeline and then either removing the second lower density fluid by either displacing it with gas or evaporating the second lower density fluid to a gas.
- iii. Type: Grant
- iv. Filed: July 19, 2010
- v. Date of Patent: April 3, 2012

c. Method of providing an outlet on a subsea pipeline

- i. Publication number: 20120014751
- ii. Abstract: The method of providing an accessible outlet on a subsea pipeline which has an unknown rotational orientation comprising connecting a first end of a flexible hose to the subsea pipeline, providing a multiplicity of connected bend restrictor sections around the flexible hose to restrict the bending of the hose, and providing buoyancy to the end of the hose such that the second end of the hose will remain accessible for future operations.
- iii. Type: Application
- iv. Filed: July 19, 2010
- v. Publication date: January 19, 2012

d. Method of filling CNG tanks

- i. Publication number: 20120012225

- ii. Abstract: The method of charging a tank with a gas product up to a desired pressure and temperature without increasing the gas in the tank to a pressure and temperature higher than a desired pressure and temperature, comprising pressurizing the incoming gas to be put into the tank to a pressure equal to or higher than the pressure of the resident gas already in the tank, cooling the incoming gas to a temperature lower than the resident gas, mixing the incoming gas with the resident gas up to the desired pressure such that the pressure and temperature of the combined gas will be increased without increasing the temperature and pressure of the resident gas to a pressure and temperature higher than the desired pressure or temperature.
 - iii. Type: Application
 - iv. Filed: July 19, 2010
 - v. Publication date: January 19, 2012
- e. **Dynamic positioning connection**
- i. Publication number: 20060130729
 - ii. Abstract: A method of providing for the dynamic positioning of a vessel comprising providing a dynamically positioned service boat, linking the service boat to the vessel by a rigid link with a first connection between the link and the vessel, a second connection between the link and the service boat, the combination of connections having 3 degrees of rotational freedom, said supply boat having one degree of axial freedom relative to said vessel, and using the power of the service boat to dynamically position said vessel in a desired location.
 - iii. Type: Application
 - iv. Filed: December 20, 2004
 - v. Publication date: June 22, 2006
- f. It is believed that there are other inventions and / or patentable ideas or methods which have not been disclosed yet to DeepGulf

17. Each and every invention in Paragraph 16 is a "Business of the Company" as defined in Paragraph 6 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT as described in Exhibit "A" which includes but is not limited to energy transportation including handling and transportation of hydrocarbon in pipeline or on ships either onshore or offshore.
18. Moszkowski, acting as President of DeepGulf communicated business plans, technologies, methodologies, processes, and know how to various individuals who were under the protection of nondisclosure and non-compete agreements.
19. Such information was sent under aviso or declaration that included the terminology "Commercial In Confidence" in the header of every page of these communications. Moszkowski represented to the Board of Directors of DeepGulf that this was the proper terminology in Asia to indicate the information was proprietary and confidential and the property of DeepGulf.

WHEREFORE, Plaintiff demands that this honorable court declare that the intellectual property described in Paragraph 16 is owned by DeepGulf, that Defendant be enjoined from utilizing any of the intellectual property described in Paragraph 16 for his personal gain, that Defendant return all software, hardware and other intellectual property, including customer list and other information to DeepGulf, and such other and further relief as this Court deems necessary and proper.

COUNT II—BREACH OF NON-COMPETITION AGREEMENT

20. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 as if fully set forth herein.
21. Paragraph 1 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT that is attached hereto as Exhibit "A" reads as follows:

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, 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.

22. Paragraph 2 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT that is attached hereto as Exhibit "A" reads as follows:

Paragraph 2. Non-solicitation 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 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, solicit or do business with any customer or potential customer of the Company (a)with whom I have had contact or (b) about whom I have obtained information, or became familiar with through Confidential Information (as defined in Paragraph 4.), during the course of my Business Relationship with the Company.

23. Paragraph 5 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT that is attached hereto as Exhibit "A" reads as follows:

Paragraph 5 Non-disclosure. 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 a need to know the Confidential Information or as otherwise authorized in writing by the Company. The term "Confidential Information" shall include any information concerning the organization, business or finances of the Company or any other 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, engineering data, specifications, blueprints, 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 providing 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, either directly or indirectly.

24. In various board conversation in the presence of Rus Howard and Bill Lott, Moszkowski repeatedly expressed his intent to leave the company, establish a new company that would then compete with DeepGulf to complete its projects using DeepGulf technology.

25. In various board conversation in the presence of Rus Howard and Bill Lott, Moszkowski repeatedly expressed his intent to leave the company, and work for a competitor company to bring the projects to fruition not for the benefit of DeepGulf.
26. In various board conversation in presence of Rus Howard and Bill Lott, Moszkowski repeatedly expressed his intent to leave the company, establish a new company that would then compete with DeepGulf but would reward some DeepGulf shareholders and exclude other DeepGulf shareholders.
27. Paragraph 8 of the NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT that is attached hereto as Exhibit "A" reads as follows:

Paragraph 8 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. To apply for, obtain, register, and vest in the name of the Company alone, unless otherwise directed by the Company, patents, copyrights, trademarks, or other analogous protections in any country throughout the world relating to the Development and when so obtained or vested to renew and restore the same;

WHEREFORE, Plaintiff demands that this honorable court declare that Defendant be enjoined from utilizing any of the intellectual property described in Paragraph 15 for his personal gain, that Defendant return all software, hardware and other intellectual property, including customer list and other information to DeepGulf, and such other and further relief as this Court deems necessary and proper.

COUNT III—CIVIL THEFT

28. This is an action against Defendant for treble damages pursuant to Section 772.11, Florida Statutes, for Civil Theft.
29. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 as if fully set forth herein.
30. On or about September 10, 2007, DeepGulf received an inquiry from a potential customer about DeepGulf's Patented Ultra-deepwater J-Flex Pipelay system and the possibility of using it to lay pipe between Sunrise gas field and East Timor.

31. Rus Howard on behalf of DeepGulf passed this inquiry on to Moszkowski.
32. Upon information and belief, in addition, the potential customer had clicked the "contact us" button on the DeepGulf website that sent an email to deepgulf@deep-gulf.com which was received by Moszkowski.
33. On October 15, 2007, DeepGulf sent Moszkowski to East Timor to investigate the opportunity.
34. Moszkowski has repeatedly declared in various emails and letters that DeepGulf has not paid for his travel expenses to East Timor.
35. DeepGulf instructed Moszkowski to submit an expense report with receipts to enable reimbursement.
36. Moszkowski has not submitted an expense report or provided any receipts that would enable DeepGulf to write him a reimbursement check.
37. On February 2, 2008, at a DeepGulf Board Meeting, Moszkowski 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 Timor as a US corporation. Based upon this information, the Board acted, and a resolution was passed to create a subsidiary company to be named Toke Petroleum.
38. In Timor, Moszkowski established Toke Oil and Gas and made himself an owner and the President Director General, rather than DeepGulf.
39. Upon information and belief and based on documents provided and represented by Moszkowski to be the Founding Documents of Toke Oil and Gas, the earliest of them dated December 8, 2007 the three Founders of Toke Oil and Gas are VoGue Lda. Company, Hali Group S.a. Company, and Moszkowski an individual.
40. Upon information and belief and based on documents provided and represented by Moszkowski to be the Founding Documents of Toke Oil and Gas, Moszkowski, an individual, received 30,000 shares or 33% of Toke Oil and Gas.
41. Upon information and belief and based on documents provided and represented by Moszkowski to be the Founding Documents of Toke Oil and Gas, the initial meeting of Shareholders was dated January 2008 wherein Directors were appointed and Moszkowski was appointed President-Director.

42. Moszkowski led the Board of DeepGulf to believe that he established and was holding Toke Oil and Gas in his name for the benefit of DeepGulf, and that it would have been reckless to hold that interest in DeepGulf's name.
43. Toke Oil and Gas completed three contracts with total revenue of \$14.9 million US dollars. The last project was completed in May, 2012. During those projects, Moszkowski distributed \$1.304 million in "Director Salaries". At the same time, Moszkowski was also receiving his full time DeepGulf salary. While the President Director General, Moszkowski caused Toke Oil & Gas to pay Director Salaries without the knowledge and approval of the DeepGulf Board.
44. Moszkowski caused \$345,000 of monies allocated to Directors Salaries to be paid to himself.
45. The Board has sought to uncover the details of all monies spent.
46. Moszkowski continues to conceal this information and refuses to provide the records. He strenuously and repeatedly states that any and all records and documentation regarding Toke Oil and Gas are his, and his alone, despite DeepGulf's acquisition of Toke Oil & Gas' shares in May, 2012.
47. Moszkowski knowingly obtained and / or used Plaintiff's property with the intent to, either temporarily or permanently: (a) deprive Plaintiff of a right to the property or a benefit from the property, and / or (b) appropriate Plaintiff's property to Defendant's own use or to the use of other persons not entitled to use of the property.
48. More than thirty days before filing this action, Plaintiff made written demand upon Defendant for the treble damage amount by regular U.S. Mail and Certified U.S. Mail. A true and correct copy of the demand is attached hereto as Exhibit "B."
49. Defendant has failed and refused to comply with Plaintiff's demand as required by Section 772.11(1), Florida Statutes and is liable for treble damages and reasonable attorney's fees and costs pursuant to the provisions of the statute.

WHEREFORE, Plaintiff requests that this honorable court enter a judgment against Defendant for treble damages, court costs, attorney's fees, and for such other and further relief as this Court deems just and proper.

COUNT IV—CIVIL THEFT

50. This is an action against Defendant for treble damages pursuant to Section 772.11, Florida Statutes, for Civil Theft.
51. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 and 30 through 43 as if fully set forth herein.
52. Moszkowski knowingly obtained and / or used Plaintiff's property with the intent to, either temporarily or permanently: (a) deprive Plaintiff of a right to the property or a benefit from the property, and / or (b) appropriate Plaintiff's property to Defendant's own use or to the use of other persons not entitled to use of the property.
53. More than thirty days before filing this action, Plaintiff made written demand upon Defendant for the treble damage amount by regular U.S. Mail and Certified U.S. Mail. A true and correct copy of the demand is attached hereto as Exhibit "C."
54. Defendant has failed and refused to comply with Plaintiff's demand as required by Section 772.11(1), Florida Statutes and is liable for treble damages and reasonable attorney's fees and costs pursuant to the provisions of the statute.

WHEREFORE, Plaintiff requests that this honorable court enter a judgment against Defendant for treble damages, court costs, attorney's fees, and for such other and further relief as this Court deems just and proper.

COUNT V—CONVERSION

55. This is an action for damages that exceed \$15,000, which is brought in the alternative to Count III.
56. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 and 30 through 47 as if fully set forth herein.
57. Defendant exercised over the property of Plaintiff an ownership that was inconsistent with Plaintiff's right or possession of that property.
58. Defendant's actions, in which Defendant converted to its own use that property, deprived Plaintiff of Plaintiff's property.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, court costs, and such other and further relief as this Court deems proper and just.

COUNT VI—CONVERSION

59. This is an action for damages that exceed \$15,000, which is brought in the alternative to Count IV.
60. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 and 30 through 43 as if fully set forth herein.
61. Defendant exercised over the property of Plaintiff an ownership that was inconsistent with Plaintiff's right or possession of that property.
62. Defendant's actions, in which Defendant converted to its own use that property, deprived Plaintiff of Plaintiff's property.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, court costs, and such other and further relief as this Court deems proper and just.

COUNT VII—FRAUDULENT MISREPRESENTATION

63. Plaintiff DeepGulf reincorporates and restates Paragraphs 1 through 9 as if fully set forth herein.
64. DeepGulf began to seek additional funding for its business on August 6, 2012. Preparation for this round of funding began in 2011.
65. Timor Leste is a country in the Indonesian Archipelago just North of Australia. “Leste” is the Portuguese word for the English word “East.” East Timor is the English name of the Country called Timor Leste in the national language of Portuguese.
66. Moszkowski sought and secured three contracts from East Timor and was the project manager of all three projects performed in East Timor.
67. Jointly during the time period referred to in Paragraph 64, preparation of a Private Placement Memorandum (hereinafter the “PPM”) seeking funding for DeepGulf was a joint effort of Rus Howard and Moszkowski. Moszkowski provided all the technical information and the history of DeepGulf. Mr. Howard put the information received from Moszkowski into the PPM.
68. Other than Moszkowski, no other member of the Board of Directors nor the management team has visited East Timor, or negotiated contracts with East Timor, or talked directly to any DeepGulf client.

69. All information about the company and the projects was generated by Moszkowski or came from him to the rest of the management team.
70. Plaintiff and Rus Howard's sole source of information was Moszkowski.
71. Moszkowski prohibited Rus Howard from contacting clients and any individual in East Timor, Indonesia to obtain or confirm information
72. The PPM makes various representations that the Board of Directors for DeepGulf has later discovered to be false and misleading.
73. The PPM states, "the Company (DeepGulf, Inc.) was invited to Timor-Leste to evaluate whether the Company would be able to use its technologies to lay a pipeline to meet the needs of the Country of Timor-Leste which hoped to lay a large gas pipeline from the Greater Sunrise oil field to the Shores of Timor-Leste. In order to determine the feasibility of the project and to enable comprehensive planning of the infrastructure for this and future projects, the Company's Timorese subsidiary TOKE completed three projects in the Timor Sea and in Timor-Leste during the years 2008 through 2012."
74. Moszkowski has represented that the three projects completed in East Timor were DeepGulf projects and that project revenue totaled U.S. \$14.9 million.
75. Moszkowski represented to investment bankers that DeepGulf completed three projects in East Timor or in the Timor Sea with revenue of 15 million US Dollars.
76. Moszkowski has represented to shareholder's, the Board or Directors, potential investors, investment bankers, government officials that the three projects completed in Timor were DeepGulf's projects and that revenue was 15 million US dollars.
77. Moszkowski lead the board to believe that he held shares in Toke Oil and Gas for the benefit of DeepGulf from the foundation of the company in 2008.
78. DeepGulf was a Toke Oil and Gas shareholder of record since 2010.
79. Moszkowski negotiated DeepGulf's purchase of 30,000 shares or 33% of Toke Oil and Gas from Vincente Ximenes on or about August 12, 2010.
80. Moszkowski negotiated DeepGulf's purchase of an additional 30,000 shares or 33% of Toke Oil and Gas from Vincente Ximenes on or about May 25, 2012.
81. DeepGulf purchased an additional 30,000 shares or 33% of Toke Oil and Gas from Moszkowski on or about May 25, 2012, making DeepGulf the sole owner of Toke Oil and Gas.

82. On or about July 17, 2017, the Board of Directors requested that the records of the transactions of the three projects in East Timor be turned over to the Board for examination, Moszkowski refused to deliver a copy of Toke Oil & Gas' records.
 83. Moszkowski insists that despite earlier representations to the public and to investors that the projects were DeepGulf project he now asserts that the projects were Toke Oil & Gas' projects and not DeepGulf projects.
 84. Moszkowski asserts that because Toke Oil & Gas was an independent offshore company at the time of the projects DeepGulf has no rights to the records.
 85. Furthermore, Moszkowski currently asserts that Toke Oil & Gas is not a DeepGulf subsidiary.
 86. Moszkowski also asserts that the purchase of Toke Oil & Gas' shares was not completed and therefore DeepGulf is not the owner of Toke Oil & Gas and has no right to Toke Oil & Gas' records.
 87. Moszkowski asserts the DeepGulf was a subcontractor to Toke Oil & Gas and has no rights to the records of the Contractor.
 88. Moszkowski continues to refuse to provide documents relating to Toke Oil & Gas to Plaintiffs.
 89. Moszkowski fraudulently misrepresented and concealed material information about DeepGulf, Toke Oil & Gas, their relationship to each other, the three projects, who owned and owns Toke, who performed the projects, the revenue generated by the projects and to whom it belonged, and DeepGulf's purchases of Toke Oil & Gas shares.
 90. DeepGulf raised money based on the PPM that incorporated false and misleading information from Moszkowski about the projects and DeepGulf's role in the projects.
 91. Moszkowski hid facts and provided false and misleading information to shareholders, which induced them to invest.
- WHEREFORE, Plaintiffs demand judgment against Defendant for damages, court costs, and such other and further relief as this Court deems proper and just.

COUNT VIII—DECLARATORY RELIEF

92. Plaintiffs reincorporate Paragraphs 1 through 9 and 77 through 81 and 85 as if fully set forth herein.

93. There is a present, actual need for a declaration regarding the rights, title, and interest of Plaintiffs and Defendant in Toke Oil & Gas.

94. Plaintiffs' ownership rights in Toke Oil & Gas are in doubt because of declarations made by Defendant.

WHEREFORE, Plaintiffs request that this court declare the rights, title and interest of Plaintiffs and Defendant in Toke Oil & Gas and for such further relief as this Court deems necessary and proper.

COUNT IX—ACCOUNTING

95. Plaintiff reincorporates and restates Paragraphs 1 through 9 as if fully set forth herein.

96. This is an action for an Accounting.

97. Defendant has a fiduciary duty to Plaintiff and entered into several complex transactions with Plaintiff.

98. Florida law and equity require Defendant to account for his use of the assets of Plaintiff.

WHEREFORE, Plaintiff demands:

- a. judgment for an accounting of the amounts due from Defendant;
- b. for an order requiring production of documents related and relevant to the accounting;
- c. for a lien on the proceeds received by Defendant; for judgment requiring Defendant to pay the amounts found to be due to Plaintiff in the accounting and after trial on issues of law found to exist from the accounting;

- d. for their attorneys' fees, as allowed by law, pre- and post-judgment interest on the liquidated amounts found to be owed, costs;
- e. such other orders as shall be proven to be appropriate at the conclusion of the accounting; and
- f. any such other relief as the Court deems necessary and proper.

Signed this 25th day of April, 2018.



Braden K. Ball, Jr.
Florida Bar No. 89000
LITVAK BEASLEY WILSON & BALL, LLP
226 East Government Street
Pensacola, Florida 32502
Office: (850) 432-9818
Facsimile: (850) 432-9830
Attorney for Plaintiffs
Primary E-mail: braden@lawpensacola.com
Secondary E-mail: mawards@lawpensacola.com

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.

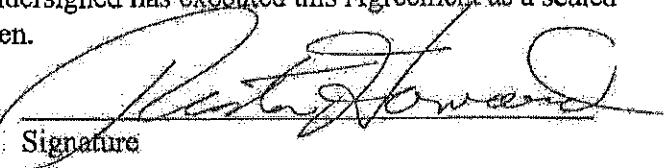
14. Governing Law; Forum Selection Clause. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, 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.

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- 6 -

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: M. Moszkowski

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:

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.

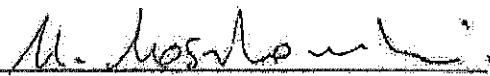
14. Governing Law; Forum Selection Clause. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, 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]

- 6 -

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


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: 

Name: Rustin Howard

Title: Chairman of the Board of Directors

Date: September ___, 2005

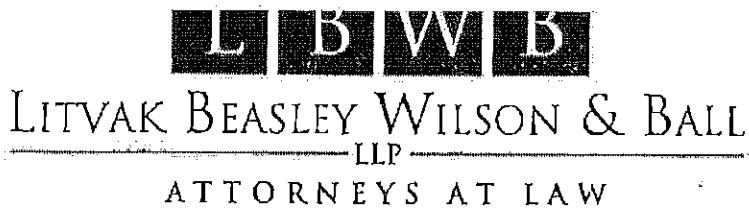
APPENDIX – TITLE/PURPOSE OF DEVELOPMENTS

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

Mu No Developments

See Below

Developments and purpose:



EXHIBIT

B

KRAMER A. LITVAK*
ROBERT O. BEASLEY
PAUL A. WILSON†
BRADEN K. BALL, JR.

226 East Government Street
Pensacola, Florida 32502-3503
TELEPHONE: (850) 432-9818
FACSIMILE: (850) 432-9830

PENNY HENDRIX
PHILLIP A. PUGH
DEWITT D. CLARK

*ALSO ADMITTED IN ALABAMA
†LL.M. IN TAXATION
*BOARD CERTIFIED TAX ATTORNEY

January 31, 2018

Via International Registered Mail and Regular Mail

Marc Moszkowski
Le Verdos 83300
Chateaudouble
France

Marc Moszkowski
Chalet de Bulvedere
Le Crey 73350,
Champagny-en-Vanoise
France

Re: Deepgulf, Inc.

DEMAND PURSUANT TO FLA. STAT. §772.11 (CIVIL THEFT STATUTE)

Dear Mr. Moszkowski:

Our firm has the privilege of representing Deepgulf, Inc. This letter is a civil remedy notice given pursuant to Fla. Stat. 772.11. You have stolen a business opportunity that you were to obtain for Deepgulf, Inc. Instead, you misappropriated such business opportunity for your own purposes.

Your actions constitute civil theft, subjecting you to liability for that civil theft. To date, the actual damages sustained as a result of this theft is \$345,000.00, as your compensation obtained based upon your misappropriation of my clients' business opportunity.

This letter constitutes written demand, pursuant to Fla. Stat. §772.11, that you pay \$1,035,000.00

directly to this office within thirty (30) days from receipt of this notice.¹ This amount represents three times the amount of known damages my client has incurred as a result of your actions, as provided by Florida law.

If such amount is not paid by the date stated above, I have been instructed by my client to file a lawsuit against you to include a count for civil theft. Please note that the civil theft statute also provides for recovery of attorney's fees and costs my clients spend in prosecuting such an action.

Should you wish to resolve this matter short of litigation, please promptly contact me.

Sincerely,

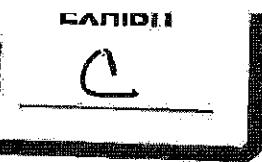
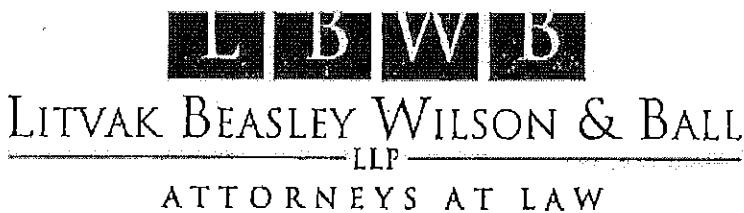
LITVAK, BEASLEY, WILSON & BALL, LLP



Braden K. Ball, Jr.

BKB:mca

¹ Payment should be by certified funds payable to "Braden K. Ball, Jr., P.A. Trust Account" and delivered to our office.



KRAMER A. LITVAK *
ROBERT O. BEASLEY
PAUL A. WILSON†
BRADEN K. BALL, JR.

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Pensacola, Florida 32502-3503
TELEPHONE: (850) 432-9818
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Your actions constitute civil theft, subjecting you to liability for that civil theft. To date, the actual damages sustained as a result of this theft is \$959,764.22, which you distributed to the directors in the entity you formed to steal my client's business opportunity.

This letter constitutes written demand, pursuant to Fla. Stat. §772.11, that you pay \$1,879,292.66

directly to this office within thirty (30) days from receipt of this notice.¹ This amount represents three times the amount of known damages my client has incurred as a result of your actions, as provided by Florida law.

If such amount is not paid by the date stated above, I have been instructed by my client to file a lawsuit against you to include a count for civil theft. Please note that the civil theft statute also provides for recovery of attorney's fees and costs my clients spend in prosecuting such an action.

Should you wish to resolve this matter short of litigation, please promptly contact me.

Sincerely,

LITVAK, BEASLEY, WILSON & BALL, LLP



Braden K. Ball, Jr.

BKB:mca

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Toke Oil & Gas S.A. Unanimous Shareholder Agreement

January 2008

Toke Oil & Gas s.A.
Timor - Leste

***UNANIMOUS SHAREHOLDER
AGREEMENT***

BETWEEN:

THE FOUNDING SHAREHOLDERS

M. L.



Toke Oil & Gas S.A. Unanimous Shareholder Agreement

January 2008

THIS AGREEMENT made as of the 8th.....Day....of...December 2007

BETWEEN:

Toke Oil & Gas S.A., a

Petroleum Investments, Services, Products and General Investment Corporation
to be licensed under the laws of Timor Leste
(Hereinafter called "Toke Oil & Gas S.A.")

- and -

THE FOUNDING SHAREHOLDERS,

the

Individuals or Corporations that are noted and have affixed their names therein, in order of participation:

VOGUE LDA COMPANY

HALI GROUP SA COMPANY

MR. MARC MICHEL MOSZKOWSKI



Herein after called

**"THE FOUNDING SHAREHOLDERS"
UNANIMOUS SHAREHOLDER AGREEMENT**

PREAMBLE

WHEREAS:

- A. THE FOUNDING SHAREHOLDERS are a group of individuals or Corporations that have participated in the development of this corporation for the purposes of promotion, initiation, expansion, development, & opportunities through the activities, provisions and services of, Petroleum Investment, Petroleum Services, Product, Distribution and other Investments with this Corporation in Timor-Leste and beyond ;
- B. THE FOUNDING SHAREHOLDERS own or control one hundred (100%) per cent of the founding shares, constituting 30,000 Class "A" voting shares of Toke Oil & Gas S.A.
- C. The FOUNDING SHAREHOLDERS are FOUNDING SHAREHOLDERS who have subscribed for and will receive the CERTIFICATES in Toke Oil & Gas S.A., once Toke Oil & Gas S.A. is Registered under the laws of Timor- Leste ;
- D. Toke Oil & Gas S.A., based upon name issues, has proposed a number of different industry names. For the purpose of this Agreement, Toke Oil & Gas S.A. will be referred to as "Toke Oil & Gas , " and will relate to previous and future names decided upon;
- E. The PARTIES wish to define and qualify certain of their respective rights and obligations to each other with respect to the SHARES and management of Toke Oil & Gas S.A.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements set forth herein the PARTIES covenant and agree as follows:

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- a. LAW MEANS THE LAW NO. 4 /2004 OF 21 APRIL 2004 ON COMMERCIAL COMPANIES, R.D.T.L., as amended from time to time and every statute that may be substituted therefore, and in the case of any such amendment and substitution, any reference in this AGREEMENT to the ACT shall be read as referring to such amended or substituted provisions;
 - b. AFFILIATE means an affiliated body corporate as defined in the ACT;
 - c. AGREEMENT mean this AGREEMENT and any instrument supplemental or ancillary hereto and the expression "Article" or "Section" followed by a number means and refers to the specified article or section of this AGREEMENT;
 - d. ARBITRATOR means the arbitrator to be appointed in accordance with the provisions of Article 13;
 - e. BUSINESS DAY means any day which is not a Sunday or a statutory holiday in the Timor-Leste;
 - f. CONTRACT means a contract awarded by Toke Oil & Gas S.A., for the performance of all or part of a service/s required by the corporation;
 - g. CHIEF EXECUTIVE OFFICER means the person, irrespective of title who performs the function of the CHIEF EXECUTIVE OFFICER.
 - h. CONTROL or CONTROLLED means with respect to a Corporation that the body corporate is controlled by a PERSON if:
 - (i) securities of the body corporate to which are attached more than sufficient votes that may be cast to elect directors of the body corporate are held, other than by way of security only, by or for the benefit of that PERSON; and
 - (ii) the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - i. DIRECTORS mean the individuals who are, from time to time, in accordance with the terms of this AGREEMENT, duly elected or appointed as directors of Toke Oil & Gas S.A. , and
 - j. DIRECTOR means any one of the DIRECTORS;
 - k. ENCUMBRANCES includes mortgages, liens, charges, security interests and any other encumbrances, adverse claims or third party claims or interest whatsoever;
 - l. EXCESS FUNDED AMOUNT means those monies advanced on behalf of one SHAREHOLDER by another SHAREHOLDER in a accordance with Article 7.3 ;
 - m. FINANCING means the credit facility made available to Toke Oil & Gas S.A. from another corporation or other financial institutions for capital asset requirements, and for the provision of working capital and for any funds required for the payments by Toke Oil & Gas S.A. ;
 - n. THE FOUNDATION means the organization that the FOUNDING SHAREHOLDERS will establish to promote charitable works primarily within Timor Leste and that will receive Class B Voting Shares as detailed in this document in Article 4.2D and in Article 7.4.
 - o. THE FOUNDING SHAREHOLDERS means the Toke Oil & Gas S.A. founders as the PERSONS who have affixed their names and signatures to this Agreement. The breakdown of PERSONS and number of SHARES is described on Schedule "A" attached hereto;
 - p. THE FOUNDING SHARES means the Class A voting common shares..
- Mile*

q. GUARANTEE means an agreement by way of guarantee or indemnity given or required to be given pursuant to the terms of this AGREEMENT by a Director for the repayment of any indebtedness or the performance of any obligation of Toke Oil & Gas S.A.;

r. Friends of Toke Oil & Gas S.A. means those businesses and individuals that have a special relationship to do business with Toke Oil & Gas S.A., including all FOUNDING SHAREHOLDERS;

s. Toke Oil & Gas S.A.'s Constitution means the Articles of Incorporation or constitution and By-Law of TOKE OIL & GAS and from time to time amended or restated;

t. PARTIES means the parties named or referred to on the first page of this AGREEMENT and includes any PERSON who may later execute this AGREEMENT or otherwise become bound by this AGREEMENT;

u. PERSON includes an individual, the legal representatives of an individual, a partnership, a company, a corporation, a trust, an unincorporated association; a government or any division or agency of it, and any form of business organization;

v. PRIME RATE means the rate per annum announced from time to time by (BPA) Banking and Payments Authority of Timor-Leste, as its prime rate and used by Toke Oil & Gas S.A. as a reference rate for commercial Loans in US dollars in Timor Leste;

w. Toke Oil & Gas Technology activities or related business means any contract in relation to the provision of Toke Oil & Gas S.A. Services or activities;

x. RELATED PERSON(S) means related persons as defined in the Income Tax Act (Timor Leste) and any AFFILIATE or a SHAREHOLDER;

y. SENIOR OFFICERS means Toke Oil & Gas S.A.'s executives at a position equivalent to Vice President or reporting to the CHIEF EXECUTIVE OFFICER or PRESIDENT.

A1. SHAREHOLDER means any PERSON who is or is entitled to become a registered holder of SHARES;

A2. SHAREHOLDER INTEREST means all of the SHARES beneficially owned by any one SHAREHOLDER, and that SHAREHOLDER'S SHAREHOLDER LOAN;

A3. SHAREHOLDER LOANS means any loans made by a SHAREHOLDER to Toke Oil & Gas S.A. and which remains outstanding from time to time;

A4. SHARES include the SHARES of all series and classes in the capital of Toke Oil & Gas S.A.

A5. SUBS CONTRACTS mean subcontracts let by Toke Oil & Gas S.A. to third parties for the performance of WORK;

A6. SUBCONTRACTORS mean PERSONS performing WORK pursuant to a SUBCONTRACT;

A7. VALUATION AMOUNT has the meaning set forth in Article 11.1 hereof;

A8. WORK means Toke Oil & Gas S.A. services or activities and materials (if any) to be performed or provided by or on behalf of Toke Oil & Gas S.A. in the performance of any CONTRACT

1.2 Preamble and Schedule Incorporation

The parties agree that the Preamble and Schedule to this AGREEMENT are incorporated into and form part of this AGREEMENT.

1.3 Unanimous Shareholder Agreement

Each of the PARTIES acknowledges and agrees that this AGREEMENT is a "Unanimous Shareholder Agreement" for the purpose of the LAW, and:

- a. each of the FOUNDING SHAREHOLDERS shall take such action and vote or cause to be voted the SHARES owned by it in such a way so as to fully implement the terms and conditions of this AGREEMENT and so as to ensure that Toke Oil & Gas S.A. shall exercise its powers consistently with the provisions of this AGREEMENT;
- b. each of the FOUNDING SHAREHOLDERS shall be deemed to have consented to any transfer of SHARES made in accordance with this AGREEMENT and each covenants and agrees to waive any restriction on transfer contained in Toke Oil & Gas S.A. Constitution in order to give effect to such transfers although subject to Article 3.12; Article 4.3; Article 5.1; Article 6.1
- c. each of the FOUNDING SHAREHOLDERS:
 - i. acknowledges that the Toke Oil & Gas S.A.'s CONSTITUTION is in development;
 - ii. agrees to vote or cause to be voted the SHARES owned by it in Toke Oil & Gas S.A. so as to cause Toke Oil & Gas S.A.'s constitution to be approved and amended if and when required to be consistent with the provisions of this AGREEMENT; and
 - iii. agree that every one will represent the provisions of Toke Oil & Gas S.A.'s CONSTITUTION and be acceptable within the Act's, legislation and regulation.

1.4 Termination

This AGREEMENT shall remain in force until:

- a. terminated by the unanimous agreement of all the PARTIES hereto; or
- b. the date Toke Oil & Gas S.A. is dissolved; or
- c. the date on which only one SHAREHOLDER holds all of the SHARES of Toke Oil & Gas S.A. ; or whichever occurs first.

ARTICLE 2 – OBJECTIVES

A. 2.1 Intentions and Vision of Toke Oil & Gas S.A.

- B. It is intended that Toke Oil & Gas S.A. will be a viable long term operational, Petroleum Investment, Petroleum Services, Product, Distribution and Investments Corporation in Timor-Leste and beyond and will pursue related business opportunities independent of the FOUNDING SHAREHOLDERS.

The vision and objectives of Toke Oil & Gas S.A. include:

- a. maintaining its own businesses with a view to becoming the premier national Petroleum Investment, Petroleum Services,, Products, Distribution, and Investment Corporation of Timor-Leste and the choice provider of Petroleum Services, and Products to the Democratic Republic of Timor-Leste;

- b. the initiation, expansion and development of economic opportunities through the provision of Toke Oil & Gas S.A. activities and services, and specifically to provide such goods and services to government, industry, the people of Timor- Leste, and the public in general.
- c. the identification and distribution of sub-contracts, franchise arrangements and employment opportunities from Toke Oil & Gas S.A. for TIMOR-LESTE individuals and business which meet the required standards and
- d. have expertise, capability and capacity to provide such goods or services in a competitive manner.
- e. Assist in the national development of Timor-Leste, through the provision of Toke Oil & Gas, Investments, Products & Services and related services, including the establishing of a Timor-Leste , Toke Oil & Gas S.A. FOUNDATION.
- f. Follow professional business practice principals, with a Professional Code of Conduct that requires the highest standards of honesty and integrity for all Toke Oil & Gas S.A. , clients ,investors joint venture partners, franchisees, employees, shareholders, contractors, Directors and Officers.

The PARTIES intend that the foregoing objectives be pursued in a manner that is respectful of the government, environment and Timor-Leste cultures and is consistent with fair dealing with the employees, franchisees, partners, clients, customers and suppliers to Toke Oil & Gas S.A .

2.2 OBJECTIVES of TOKE OIL & GAS S.A.

The Objectives of the Company are set out in the following 40 clauses:

- 1. *To engage in petroleum investments, fuels and byproducts, cement, related products business, and all upstream, downstream, or supporting activities, including, land and sea bed surveying, pipe laying, exploration, research, development, production, procurement, refinery, extraction, transformation, transferring by pipeline and blending, fill, storage, reserve, keeping, plantations, plant propagation, import, export, transportation, terminals, green energy fuels, petroleum depots, purchase, sale, trading, trading in biomass and distribution of all petroleum and all green energy products, including petrochemical products and Bio products and products made from petrochemical, bio & molecular transformed products, Green energy technology Fuels, chemical products and by-products, electricity, water, steam and other products arising out of such upstream, downstream or supporting businesses and educational establishments and joint venture opportunities in any one or more of the mentioned industry areas..*

For this purpose,

Petroleum Investments, Petroleum Services, Petroleum Products, Distribution, Green Energy & Fuels and Investments, and associated Investments, and other Investments means and includes the following:

(1.1)

- a. natural gas (including all kinds of hydrocarbon in gaseous form wet or dry, from coal, oil or gas fields, including the remaining gas after the separation of hydrocarbons in liquid form or by-products from wet gas);
- b. liquefied natural gas (including hydrocarbons in liquid form or high-vapour pressure hydrocarbon emerging at the same time as natural gas or originating from the separation of natural gas);
- c. crude oil (including crude mineral oil, asphalt, ozokerite, hydrocarbon, and bitumen found in a natural state in solid, viscous or liquid form, including liquefied natural gas);
- d. by-products (including helium, carbon dioxide, sulfur and others made from petroleum and petroleum production);
- e. hydrocarbon or carbon compounds found in a natural and independent state in solid, viscous, liquid or gaseous form or plant form;
- f. heavy hydrocarbon directly coming from their fields or from gas separation by physiochemical process, including ethane, methane, liquefied petroleum gas (cooking gas or LPG), propane and butane and other similar gases.
- g. coal, oil shale or other rocks from which petroleum can be refined, extracted and transformed by physiochemical and molecular transformation process, including all kinds of green /petroleum oil, products and gases; and
- h. petroleum products, green energy technology, green energy fuels, products, including gasoline, jet fuel, green jet fuels, kerosene, diesel, green diesel, bio diesel, green petrol, bio petrol, petrol, and other green fuels and other bio fuels, fuel oil, lubricants, liquefied petroleum gas (cooking gas or LPG), other cooking gas products, naphtha and others.

(1.2) Petrochemical means and includes

- a. upstream petrochemical, for instance, ethylene, propylene, butadiene, benzene, toluene, xylene and olefins which are produced from the following precursors: natural gas, petroleum, naphtha or liquefied petroleum gas (cooking gas or LPG), including their by-products and downstream products.

b. intermediate petrochemical which processes upstream petrochemical to form intermediate and downstream petrochemical substances, for instance, plastics, synthetic polymers, synthetic rubber, raw materials for paints and solvent.

c. downstream petrochemical which manufactures component parts and equipment, for instance, plastic products, textiles, automotive tires, detergents, etc.

2. To engage in the business of exploring, planning, designing, contracting, developing, improving, and transforming, raw materials, petroleum and to develop Green fuels terminals, bio fuels, petroleum and Green fuels transportation, bio/petroleum and Green energy, refineries, gas separation plants, petrochemical plants, terminal for the storage and reservation of bio/petroleum and or petroleum and or Green energy products or petrochemical or petrochemical products, including all equipment, tools and devices of the foregoing items.

3. To engage in the business of land and sea bed surveying, pipe laying, designing, constructing, developing, producing, installing, pipe procurement, connecting, operating, utilizing, examining, maintaining, expanding, changing, preventing, repairing, removing, letting out, selling, distributing, importing, exporting, managing, administering, covering, dealing in, and performing any act relating to petroleum and/or petrochemical transmission pipes and pipeline, equipment and spare parts used for the operation or utilisation of pipes and pipeline, drilling platforms, and drilling ships, including all component parts, engineering and mechanical engines and machinery, together with all component parts and accessories of the foregoing equipment, tools and devices, for the purpose of petroleum, petrochemical and downstream businesses.

4. To engage in the business of transporting, loading and unloading all kinds of goods: green energy Products and all products from green energy technology, including recycling of waste, biomass and waste water & solids , liquids or gases or any other forms, and natural gas, petroleum products, petrochemical, petrochemical products, coal, oil shale or other rocks, cement, other cargoes and passengers, by land, water, and air, domestically and internationally, including any upstream downstream businesses, passenger buses, cruise liners & airlines, custom formalities and freight forwarding agency, travel agents.

5 To engage in the business of trading, procuring, purchasing, selling, importing, exporting, and exchanging all kinds of: Green energy Products and Services, and all products and by-products from Green energy technology, biomass and recycling waste, waste water and waste liquids and solids, petroleum products, finished petroleum products, natural gas, liquefied natural gas, syngas, liquefied petroleum gas (cooking gas or, LPG), petrochemical products, fuel oil, hydrocarbon compounds, chemical substances and transformed products or by-products of petroleum in the solid, liquid and gas form, for instance, asphalt, oil, whether finished or unfinished products, including all materials, equipment, machinery, tools and devices relating to the above items.

6. To engage in the business of exploring, planning, designing, developing, improving, changing and constructing all depots including cement depots and cement silos and pipeline for the purpose of storing, reserving, and transforming cement, biomass, natural gas, syn gas and liquefied natural gas and/or for the purpose of separating a wide variety of gas; and engage in the business of constructing petroleum and green energy terminals, petroleum and Green energy storage stations, loading and unloading Green energy and petroleum terminals, other relevant facilities, packaging plants, and any upstream or downstream business, for the benefits of the Company and consumers in general.

7. To engage in the business of all kinds of: refining plants, public utilities and infrastructures, transportation, aviation, airports and telecommunications, including any upstream or downstream business.

8. To engage in the business of all kinds of: Green energy technology, Green energy fuels, petrochemical, public utilities and infrastructures, transportation and telecommunications, including any upstream or downstream businesses.

9. To engage in the business of: exploring, planning, designing, constructing, developing, improving, changing and procuring any know-how and technology, including all businesses relating to green energy technology and green energy fuels Technology, Green fuels, Bio Fuels, petrochemical and bio molecular transformation industry and its by-products, along with the production and transportation of products resulting from the above mentioned petrochemical and bio molecular transformation industry and its by-products.

10. To engage in the oil business, including crude oil and petroleum products, by way of purchasing or otherwise acquiring for re-sale; and engage in the business of oil and fuel transportation and all types of fuel stations, including all machinery, equipment and spare parts pertaining to the above businesses.

11. To engage in the business of: all types of fuel service and refilling stations including petroleum fuels, green fuels, green energy fuels, green energy technology fuels, bio fuels, NGV (Natural Gas for vehicles filling stations, LPG filling stations, LPG and other gases cylinder production and maintenance service, and car care service for all kinds of vehicles, for instance, car wash service, lube service, engine maintenance service, coating service, fix and repair service, anti-rust shield service, tire retreading service, tire changing service, battery service and automotive accessories.

12. To engage in the business of selling by wholesale and by retail all customers' products, agricultural and industrial commodities; and engage in the business of convenience stores, restaurants, videotape and cassette tape and dvd and cd rental and sale shops, car accessory shops, automotive tire shops, automotive spare part shops, book stores and all kind of services.

13. To engage in the business of designing, producing, and providing the service of all kinds of : audio-visual aids, such as multi-vision slides, still pictures, videotape cassettes, diskettes and recordings, photo process and development, publication, IT media and public relation media - newspapers, commercial television stations and radio stations.

14. To engage in the business of selling by wholesaling and by retail and or operating and trading, leasing, hiring, chartering, with or without drivers, pilots & crew and engineers in all kinds of, land craft, sea craft, hovercraft, jetfoils, aircraft, including fixed wing or rotary wing aircraft, automotive motor vehicles including motorcycles of all descriptions, trucks of all descriptions and their various body types and attachments, industrial and agriculture tractors and their various body types and attachments wheeled and track versions, industrial cranes and attachments, industrial earth moving and mining equipment of all descriptions and attachments, and other such as oil-fueled vehicles, gas-fueled vehicles and bio and green energy fueled vehicles, electricity-fueled vehicles; and engage in the business of designing, producing, assembling, distributing, and modifying motor driven vehicles and equipment and their component parts which rely on natural gas or electricity or both.



- 15.** To engage in the business relating to electric power, hydro power and steam power, including the purchase, sale, exploration, development, procurement, service, transformation, planning, creation, examination, analysis, research, design, installation, production, acquisition, delivery, maintenance, storage, reserve, bidding, construction contract, repair, import, export and performance of any activities relating to electric power, hydro power, steam power, and natural resources such as wind, *natural heat*, sunbeam, minerals, nuclear power, fuels, and other power resources, in support of any downstream activities of the above business.
- 16.** To engage in the business of all kinds of power plants, such as thermal power plants, co-generation plants, bio fuel and green fuels, green energy fuels, green energy technology power plants, hydro power plants, nuclear power plants, steam powered and others, including the electric generating and supply system, power generators, electrical cables and other related equipment and accessories.
- 17.** To engage in the business of installing, examining, maintaining, repairing, changing, removing, operating, and using all measuring machines and equipment for the measurement of quantity and quality of petroleum and petrochemical, green energy technology products to be put on the market and other substances, for the purpose of distributing these products including the electric, hydro and steam power businesses.
- 18.** To engage in the business of manufacturing, assembling, repairing and modifying machines, engines, tools, equipment and goods specified in the Company's objectives and in connection with the Company's objectives
- 19.** To engage in and/or to support the business of substitution energy in various forms such as compressed natural gas / natural gas for vehicle, bio fuels, green fuels, green energy fuels, green energy technology fuels, syn gas, and other fuels, alcoholic energy, plant energy, solar energy, productivity increase ingredients and catalyst in order to create utmost benefits and in accordance with the Company's Objectives and in connection with the Company's objectives.
- 20.** To research, develop and collect information relating to all kinds of energy business including green energy, green energy technology, petroleum business, petrochemical business and other related business with respect to industry, agriculture and commerce in order to operate the Company's business, to increase technical and technological knowledge, skills and expertise and to be capable to sell, lease and or hire and/or provide services to general customers.
- 21.** To engage in a business of management contract and employment and to operate, all kinds of green fuels, green energy fuels, green energy technology, petroleum, business and related or connected business; to provide engineering services and engineering works relating to, exploration, drilling, mechanics, electricity, heat transfer, civil works and chemistry, environment, communication, technician geologist, drafter, designer, explorer, architect, constructor, interior designer.
- 22.** To engage in a business of: counselor, providing engineering, architectural, legal, accounting, financial, marketing, advertising and public relations advice and advice for any business as well as industrial management problems, commercial problems including production, marketing and technical problems of various industries; to conduct feasibility studies, design and issue all kinds of standard certificates for

example, specifications of fuel and lube, environment and occupational health; to provide services of research work, analysis, collection, accumulation, preparation, publication, and dissemination of statistic information on industry, commerce, finance, marketing including analysis and assessment of business performance.

23. To engage in a business of providing services; of counseling, training, seminar, accommodation, hotels, airlines management and other operations relating to business such as operations, maintenance of machine, equipment, power plant and electrical system, factory, petroleum and petrochemical and all other types of fuels storage, gas pipeline and other product pipeline systems including communication system, computer system and information system.

24. To contact ministries, departments, government entities, municipalities or local authorities, state enterprises, officials or any officer both domestically and abroad, for the promotion and development of this companies activities and services, singly or jointly or separately with any one or more of the authorities and in order to obtain the registration of rights, ownerships, licenses, rights in trademarks, industries, properties, copyrights, patents, concessions or any other benefits required for the Company's business operation or deemed appropriate or desirable by the Company for management or in compliance with the concession rights or the said benefits.

25. To overdraw bank account or other financial institutions' accounts; to borrow and/or to lend money or to provide or accept credit by other methods with or without any security; to accept, issue, transfer and endorse bills of exchange, other negotiable instruments or other securities (including debentures or securities that can be converted to Class B ordinary shares of the Company or that provides other rights to Class B ordinary shares) and/or any other indebted evidences for a certain period by way of public offering or by other methods in accordance with the Company's objectives; and to mortgage, pledge, or incur encumbrance to the Company's properties, whether in whole or in part, including rights, privileges and the Company's properties for guarantee of payment of the said debts. Provided, however, that all of these activities shall be performed both domestically and abroad.

26. To guarantee or secure debts, liabilities and compliances with agreements of natural persons or juristic persons, including to guarantee any person involving in the business or the operations of the Company in accordance with company law, immigration law, tax law, custom law, labour law, and other laws.

27. To hold ownerships rights or to have possessive rights in or to own properties; to construct, purchase, provide, sell, sell with right of redemption, distribute, accept, give, use, lease, grant lease, hire purchase, grant hire purchase, grant leasing, borrow, lend, pledge, accept pledge, mortgage, accept mortgage of properties as securities for debt payment; to exchange, transfer, accept transfer, deposit, accept deposit, provide carriage, improve, incur encumbrances and/or to perform any act relating to the properties and/or to perform other managements on any property including interests and benefits from such property both domestically and abroad.

28. To engage in a business of bidding for hire of work, purchase and sale of goods in accordance with the Company's objectives with persons, groups of persons, juristic persons, government entities and government authorities both domestically and abroad.

29. To engage in a business of risk management in relation to the operations of petroleum business, petrochemical business, Green energy technology, green fuels, green energy fuels, bio fuels, products, and other related or connected business.

30. To engage in a business of forestry, agriculture and aquaculture, forestation, forest growing, and business relating to benefits from forestry business, agriculture & aquaculture business, for the growing of plants for oils or liquids in the process of the objectives and activities of this corporation.

31. The Company is entitled to issue its shares at a price higher or lower than the par value specified; provided that this shall be under the enforcement of related laws.

32. To establish branch offices or appoint representatives domestically and abroad; to manage, to have the Company registered at any place in the world.

33. To offer securities for sale (with or without rights to convert the securities to Class B ordinary shares) to the public at the par value or at the price higher or lower than the par value in accordance with the joint stock company law, the law on securities and stock exchange, and notification issued under such laws, including laws or other regulation applicable during that time.

34. To act as broker, agent, commission agent in all kinds of business and operations, **except insurance business, membership recruitment for associations and securities trade.**

35. To invest in any trade business, irrespective of by whatsoever method, having objectives or business similar to, relating to or connecting with the Company's objectives, or to invest in securities or other collaterals, or to participate in business of or perform joint venture business with other persons and or companies, or to allow other persons to participate in the business of or to perform joint venture business with the Company, or to be a limited liability partner in partnerships, or to be a shareholder in limited companies or joint stock companies both domestically and abroad.

36. To engage in a business relating to telecommunication & complete internet telecommunications service provider facilities and systems including import and export for domestic and international distribution respectively and to distribute telecommunication tools, satellites, electronic devices including the equipment, components and spare parts relating to telecommunication and partake in the activities of providing these services or leasing of these services to others.

37. To engage in a business of being a manager who keeps and maintains benefits as well as manages properties for other persons.

38. To engage in a business of private hospital or nursing centre; to provide treatment to patients and injured persons; and to provide technical training relating to medical and hygiene.

39. To engage in a business of trade of medicines, alternative or orthodox pharmaceuticals, chemicals, apparatuses, scientific tools and equipment, fertilizers, weed killers, plant and animal nourishments.

40. To engage in an electronic business for all kinds of business; to provide an internet communication and information searching service; to provide a counselor service providing advice to general entrepreneurs with respect to the electronic business system set-up; to provide a service of the electronic business system development, system set-up and arrangement for management, distribution, marketing, payment system, goods transport and sale and purchase to general entrepreneurs; to engage in a business of import, export, distribution, exploration, research, development, production, supply, refinement, extraction, conversion, mixture, packing, accumulation, reservation, maintenance, transport, port and storage of petroleum, petrochemicals, natural gas, various types of substitution energy, green fuels ,green energy fuels, green energy technology and by-products, electricity, water and steam including other related or connected business or all kinds of goods via electronic business system.

ARTICLE 3 – MANAGEMENT

3.01 Powers of the BOARD OF DIRECTORS

Except as otherwise provided in this AGREEMENT, the BOARD OF DIRECTORS Shall manage the affairs of Toke Oil & Gas S.A. .

3.02 Constitution of BOARD OF DIRECTOS

The initial BOARD OF DIRECTORS shall be a minimum of three (3) made up from the list of the FOUNDING SHAREHOLDERS, AS NOTED ON Page 1 of this Agreement , or their nominees or person/persons appointed by the Founding Shareholders. The initial positions of the Board shall be: President Director (1x), Vice President Directors (2 x),

As noted in Schedule B attached hereto

The terms of the initial Board of Directors made up from the founding shareholders shall be for 3 years, and for those Directors appointed to the Board of Directors shall be at the discretion of the original founding shareholders. After that period of time, an appointment / election or re-election of the BOARD OF DIRECTORS and FUTURE BOARDS OF DIRECTORS shall be appointed / elected or re-elected at CLASS A SHAREHOLDERS MEETINGS. The minimum number of directors shall be 3 with a maximum of 9 Directors.

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The Initial Board of Directors Shall Be Outlined in the Schedules attached to this document.

Should a DIRECTOR be found unfit or not committed to serve as a Director, THE Remaining FOUNDING SHAREHOLDERS shall appoint a suitable replacement.

Each FOUNDING SHAREHOLDER agrees to vote its SHARES at all times so as to elect or appoint such nominees to the BOARD OF DIRECTORS.

3.03 Vacancies

Vacancies on the BOARD OF DIRECTORS shall be filled by resolution of the FOUNDING SHAREHOLDERS and, in so doing, of this AGREEMENT, and shall act in accordance with the Constitution of Toke Oil & Gas S.A..

3.04 Meetings

The BOARD OF DIRECTORS shall be, subject to Toke Oil & Gas S.A.'s Constitution, determine the frequency and manner in which its meeting shall be conducted. Meetings of the DIRECTORS shall be held at such place as may be approved by a quorum of the DIRECTORS, and absent of such approval, shall be held in Dili. Notice of each meeting shall be deemed to have been given to each representative DIRECTOR, provided that such notice is given not less than fourteen (14) days prior to the meeting and notice of the meeting is given to the DIRECTORS in the manner provided for in this AGREEMENT. However, no notice of a meeting shall be necessary, if all of the DIRECTORS are present and waive the notice thereof and consent to the holding thereof.

3.05 Chair

The Founding Shareholders shall elect a chairperson who shall be active for the term of appointment and who shall have a casting vote. The position of chairperson shall be a nominee designated by THE FOUNDING SHAREHOLDERS.

3.06 Quorum for Meeting of DIRECTORS

A quorum for all meeting of the BOARD OF DIRECTORS shall be a minimum of three of the DIRECTORS, of which two (2) shall be Vice President Directors, and in the absence of the Second Vice President being nominated to the Board, a third director be present at meetings and entitled to vote at such meeting. DIRECTORS shall be present in person or by means of such telephone, electronic or other communication facilities whereby all persons participating in such meeting can hear and speak to each other simultaneously and instantaneously.

3.07 Reimbursement for Expenses

3.07.1 Reimbursement for DIRECTOR Expenses

Each DIRECTOR shall be entitled to reimbursement for all time, effort, consideration, actual, reasonable and appropriate expenses made by such DIRECTORS in attending to company activities and to those activities referred to in article 3.20 of this agreement and for all meetings of the DIRECTORS through establishment stage to full business activities.

3.07.2 Reimbursement for FOUNDING SHAREHOLDER Expenses

Each registered FOUNDING SHAREHOLDER shall be entitled to reimbursement for all actual, reasonable and appropriate expenditures made by such FOUNDING SHAREHOLDERS in Toke Oil & Gas S.A. initial development and founder's stage through to operational stage. The value of these expenses including appropriate compensation for time, effort, consideration, mental and physical application in the preparation of the foundation process through to operational stage of Toke Oil & Gas S.A., these founding shareholders shall be reimbursed by the consideration of any or all of the Class A voting common shares to be issued to each registered founding shareholder and Class B voting shares for a consideration outside of the value Class A shares for activities referred to in Article 3.20

3.08 Quorum for Meeting of FOUNDING SHAREHOLDERS

A QUORUM FOR A MEETING OF founding shareholders SHALL BE not less than 3 shareholders, present and representing by proxy, by audio conference call or in person representing sixty five (65%) percent of the FOUNDING SHARES entitled to vote at such meeting, excluding shares in Treasury.

3.09 Majority of Votes

Except as may be otherwise provided in this AGREEMENT, all decisions of the

A: BOARD OF DIRECTORS shall be decided by a majority of DIRECTORS entitled to vote

B: FOUNDING SHAREHOLDERS shall be decided by a minimum of 65 percent (65%) of votes of the FOUNDING SHAREHOLDERS entitled to vote or by such greater percentage as may be required by law.

3.10 Contract and Documents

Any CONTRACT and/or document binding Toke Oil & Gas S.A. , where the total consideration does not exceed a value of USD\$2,500,000, shall be approved and signed by the two (2) Vice President - Directors. All CONTRACTS and documents binding Toke Oil & Gas S.A., and pertaining to Toke Oil & Gas S.A. ACTIVITIES & SERVICES where the total consideration does exceed USD\$2,500,000, shall be approved by the majority of the BOARD OF DIRECTORS and signed by the President Director and the two (2) Vice-President - Directors although with consultation and approval by 65 percent (65%) of the Founding Shareholders.

3.11 Major Decisions

No act shall take place, sum expended, decision made or obligation incurred by Toke Oil & Gas S.A. with respect to any matter within the scope of the major decisions enumerated below, unless approved by the President Director and the (2) two Vice-President – Directors whom shall be representatives of founding shareholders:

- a. accepting a commitment for FINANCING;
- b. determining whether or not dividends or other distributions should be made to the SHAREHOLDERS;
- c. making an expenditure or incurring any obligation or letting of all SUBCONTRACTS by or on behalf of Toke Oil & Gas S.A. involving a sum in excess of ONE HUNDRED

THOUSAND (USD\$100,000.00) Dollars, except for expenditures made and obligations incurred pursuant to and specifically set forth in any budget approved by the DIRECTORS.

- d. Commencement or continuation of any legal action relating to Toke Oil & Gas S.A. ; and
- e. Approving Toke Oil & Gas S.A.'S annuals standard Rate Schedules; and
- f. Approving the quarterly operating budget of Toke Oil & Gas S.A. and working capital requirement; and
- g. Hiring and or firing the General Manager's of Toke Oil & Gas S.A. .

3.12 Conduct

Unless otherwise agreed by the majority (58%) consent of the FOUNDING SHAREHOLDERS the Board of Directors shall not cause or permit Toke Oil & Gas S.A., and the BOARD OF DIRECTORS shall not authorize Toke Oil & Gas S.A. or its officers on behalf of Toke Oil & Gas S.A. to:

- a. take or institute any proceedings for the winding-up, reorganization or dissolution of Toke Oil & Gas S.A. ;
- b. amalgamate or merge with any other corporation;
- c. increase or decrease the authorized or issued capital of Toke Oil & Gas S.A. or later its capital structure in any way;
- d. repurchase, redeem or otherwise acquired any issued SHARES other than as expressly herein provided;
- e. incorporate or dispose of any subsidiary;
- f. make, declare or pay any DIRECTOR'S fees, bonuses or other forms of remuneration, including non-monetary benefits, to any of the DIRECTORS, except as herein provided;
- g. acquire or dispose of assets of capital nature in excess of limits as approved from time to time by the BOARD OF DIRECTORS;
- h. give financial assistance by way of loan, GUARANTEE or otherwise to any person, corporation or entity other than in the ordinary course of business;
- i. declare or pay management or similar fees or repay SHAREHOLDER LOAN except as herein provided;
- j. sell, lease or exchange all or substantially all of the property of Toke Oil & Gas S.A. other than in the ordinary course of business;
- k. issue or grant any mortgage or debt obligation or otherwise create any ENCUMBRANCE whatsoever against any or all of the property of Toke Oil & Gas S.A. ,
- l. be continued as a body corporate under the laws of another jurisdiction;
- m. amend Toke Oil & Gas S.A. 'S Constitution; or
- n. allow any SHARES or securities of Toke Oil & Gas S.A. to be qualified for distribution to the public or listed for trading on a securities exchange.
- o. Hiring and/or firing the CHIEF EXECUTIVE OFFICER or SENIOR OFFICERS of Toke Oil & Gas S.A. ;

3.13 Toke Oil & Gas S.A.

Toke Oil & Gas S.A. shall operate BANK accounts in Dili , Timor Leste at any Branch of any Bank and at such other locations as is determined by the majority of the BOARD OF DIRECTORS. Toke Oil & Gas S.A. signing authority shall be jointly by the President Director and the two Vice-President Directors or by other directors appointed by the two Vice-President-Directors from time to time.

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3.14 Indemnity

Toke Oil & Gas S.A. shall and does hereby indemnify each of its present and former DIRECTORS and officers to the fullest extent permitted by the ACT and the Laws of East Timor. Toke Oil & Gas S.A.

shall also assume all legal and related costs for any legal actions and/or litigations against the DIRECTORS and OFFICERS, in the performance of their duties, unless where such DIRECTORS OR OFFICERS have acted illegally, criminally or outside a normal Professional Code of Conduct.

3.15 Auditors and Solicitors

Toke Oil & Gas S.A. shall employ such auditors or accounting advisors and solicitors as the DIRECTORS shall approve from time to time, in accordance with RDTL Laws.

3.16 Accounting and Solicitors

- a. Adequate books of account shall be maintained by Toke Oil & Gas S.A. in accordance with applicable generally accepted accounting principles consistently applied and the FOUNDING SHAREHOLDERS may examine such books of account at any and all reasonable times. One uniform accounting system shall be employed for all books of account and the books of account shall truly and correctly reflect all transactions affecting Toke Oil & Gas S.A. and shall further reflect adequate system of internal control maintained by Toke Oil & Gas S.A.. Reports of the financial condition of Toke Oil & Gas S.A. and the progress of all PROJECTS shall be made to each SHAREHOLDER twelve monthly and at such other times as may be reasonably requested.
- b. An audit of or accounting advisors report with respect to Toke Oil & Gas S.A. books and records and a report thereon shall be made to the DIRECTORS and to each shareholder as soon as practicable following the close of each fiscal year of Toke Oil & Gas S.A. by an independent firm of chartered accountants. Such reports shall properly disclose the financial condition and operations of Toke Oil & Gas S.A. .

3.17 Distribution of Profits

To the extent permitted by law, the net profits (after tax) of Toke Oil & Gas S.A. (after consideration for possible provisions needed for, cash flow, new investments, upgrade current production equipment or other required equipment or year-end allocation to retained earnings) shall be distributed to the SHAREHOLDERS proportionate to their holdings of SHARES, annually or as may otherwise be determined by the consent of sixty five percent (65%) of the FOUNDING SHAREHOLDERS.

3.18 Insurance

Toke Oil & Gas S.A. shall obtain and maintain public liability (bodily injury and property damage) and such other insurance coverage with such carriers and for such limits as may be required by each CONTRACT or as may be determined by the DIRECTORS or Acts, Laws or requirements of each location of operation .

3.19 Fiscal Year

The fiscal year of Toke Oil & Gas S.A. shall end on the last day of June in each year. The first fiscal year shall end on June 30, 2008.

3.20 Steering Committee

FOUNDING SHAREHOLDERS shall establish a steering committee consisting of minimum two (2) founding shareholders of Toke Oil & Gas S.A. The Steering Committee's responsibilities shall include, but not be limited to, the following:

- a. selecting, hiring, training and supervising staff;
- b. Toke Oil & Gas S.A. development, including site and building selection, soliciting, screening, coordinating and reviewing development proposals;
- c. Reviewing monthly Toke Oil & Gas S.A. development information;
- d. Coordinating initial marketing strategies and efforts;
- e. Reviewing the status of Toke Oil & Gas S.A. PROJECTS and activities;
- f. Reporting to the BOARD on a monthly basis on staffing, budgets, PROJECT status, marketing efforts and other matters;
- g. All other matters including Timor -Leste Government Relations.

3.21 Toke Oil & Gas S.A. Petroleum Investments, Petroleum Services, Petroleum Products, Distribution, Green Energy & Fuels and Investments, and associated Investments, and other Investments

THE FOUNDING SHAREHOLDERS hereby represents and warrants that Toke Oil & Gas S.A. subject to the approval of its registration application, will become a TIMOR - LESTE CORPORATION and be recognized by the Democratic Republic of Timor Leste as a TIMOR LESTE CORPORATION. Also, the FOUNDING SHAREHOLDERS acknowledge that Toke Oil & Gas S.A. may have overseas activities or related Services, branches and subsidiaries.

3.22 DONATIONS OFFERED BY Toke Oil & Gas S.A..

All donations, gifts or special benefits in cash or company products or related services, offered by Toke Oil & Gas S.A. to a third party in excess of USD\$20.00 (twenty dollars) shall be first approved by a minimum of three Directors, of which two shall be Vice President Directors.

ARTICLE 4 – MATTERS RELATING TO THE ISSUE AND TRANSFER OF SHARES

4.00 SHARE CAPITAL STRUCTURE

4.01 SHARE Capital – CLASS A, Voting, Common Shares

The registered FOUNDING SHAREHOLDERS shall hold CLASS A, Voting, Common Shares of Toke Oil & Gas as follows:

Each Class A, Voting ,Common Share has a Par Value of USD\$250.00.

The FOUNDING SHAREHOLDERS represent themselves and other PERSONS and/or beneficiaries, as detailed in Schedule A of this Agreement, Schedule A forming the listing of all FOUNDING SHAREHOLDER SHARE interests.

The BOARD OF DIRECTORS shall have no power or authority to increase the number of CLASS A Common voting shares without the prior unanimous approval of the FOUNDING SHAREHOLDERS IN WRITING unless in accordance with the provisions of the agreement.

The Founding Shareholders can decide to issue more class A shares.

CLASS "B" GENERAL CAPITAL SHARES

4.02 GENERAL CAPITAL SHARES – CLASS B, Voting General Capital Shares (Section 224-D)

The Class B Voting General Capital shares of the company may be raised by the corporation without the need for a decision by the shareholders with an amount up to eight eighty thousand eight hundred and eighty eight million (88,888,000,000) shares with a par value of US\$ 10.00 each .The maximum time limit for the issue/ payment of the capital participation in Class B Shares is 20 (twenty) years from 8 Jan 2008.

Class B General Capital Shares:

- A/ can be held by national or international individuals or corporations
- B/ there is no restriction on quantity of shares held in this category by international individuals or corporations within the scope of this agreement
- C/shall enjoy the same dividend per share as Class A shares.

*Each Class B Voting General Capital Shares has a par value of US\$ 10.00**

**Minimum requirement value for Joint Stock Companies Shares.*

Law of Commercial Companies Timor-Leste NO. 4 of 21 April 2004 Section 222.2

C/ CLASS B, Voting share ownership shall be comprised of

- a. Financial Investors assisting in Toke Oil & Gas's development.
- b. Founding Shareholders as detailed in this Agreement in Article 4.06
- c. Founding Shareholders Options, as detailed in this Agreement, in Article 9.01
- d. Founding Shareholders, Equilibrium Share Structure Entitlements as detailed in this agreement in Article 9.02
- e. Persons whom shall opt to receive Class B shares in lieu of cash payments, as detailed in this agreement in Article 9.03
- f. Toke Oil & Gas Foundation, as detailed in this Agreement in Article 7.04, Article 9.04.

There are no Class B shares issued or intended to be issued prior to the registration of this corporation.

CLASS C, Non Voting Shares (Yet To be described)

4.03 Restrictions on all Class A Shares

The BOARD OF DIRECTORS shall have no power or authority to:

- a. issue any CLASS A SHARES or any options or rights to acquire un issued Class A SHARES; or
- b. approve any transfer of any Class A SHARES or any options or rights to acquire un issued Class A SHARES except in accordance with the terms of this AGREEMENT, without the prior unanimous approval of the REGISTERED FOUNDING SHAREHOLDERS in writing.

4.04 Transfer to CONTROLLED Corporation

Notwithstanding the provision of Article 4.2 hereof, any Founding SHAREHOLDER may transfer any or all of its SHARES to a corporation or entity which is CONTROLLED by that Founding SHAREHOLDER, provided that the transferee corporation agrees to be bound by all of the terms of this AGREEMENT and signs a counterpart hereof and provided that the transferor SHAREHOLDER remains liable for all of the obligations of the transferee corporation hereunder.

4.05 Transfer to a Parent Corporation

Notwithstanding the provisions of Article 4.2 hereof, any FOUNDING SHAREHOLDER may transfer any or all, of its CLASS A SHARES to a corporation or entity which CONTROLS the FOUNDING SHAREHOLDER, provided that the transferee corporation agrees to be bound by all of the terms of this AGREEMENT and signs a counterpart hereof and provided that the transferor FOUNDING SHAREHOLDER remains liable for all of the obligations of the transferee corporation hereunder.

4.06 Consultant Fees for Registered Founding Shareholders

A. The Parties do hereby agree and acknowledge that the Founding Shareholders described and listed in Schedule A, of this document shall be entitled to consultant's fees on the gross value on any one or more of the following events: In Article 4.06 E, 4.06F, 4.06., 4.06 H. The fees are to be calculated monthly and the shares issued by the 20th of the proceeding month.

B. The consultant's fees shall be allocated proportionally equivalent to the percentage of Class A Shares held by the Registered Founding Shareholders (Mentioned In 4.06A.) in Toke Oil & Gas at the time of the occurrence of any one or more of the listed aspects listed in Article 4.06 E, 4.06 F, 4.06 G, 4.06H.

C. The consultant's fees are to be set by the registered founding shareholders for each event / activity/ aspects written in Article 4.06 E, 4.06 F, 4.06 G and 4.06 H. The fees for 4.06E, 4.06F, 4.06G shall not be more than seven point five percentage (7.5%) of the gross value of the event, activity or aspect. The fees for 4.06 H shall not be more than 7.5% seven point five percent of the gross value of turn over for the first 8 years then no more than (5.25 %) five point twenty five percent for the next five (5) years and there after no more than (3.25%). These time periods mentioned are to be taken from the first registration of the company

D. Each Registered Founding Shareholder agrees to accept their respective fees in Class B Shares at ten percent of the par Value of each shares for the first 8 years and twenty five percent of the par value for the next 5 years and seventy five percent there after. Class B Shares shall be 100% of the total gross consultant's fees to be distributed to the collective group of Registered Founding Shareholders at the time of each event. The gross consultant fees are to be distributed to the registered founding shareholders as a percentage of Class A shares held at the time of each transaction.

E. Founding Shareholders shall be entitled to fees on the gross value of the raising of capital for Toke Oil & Gas and for any of its subsidiaries where Toke Oil & Gas controls twenty five percent (25%) or more of the subsidiary company.

The consultant fees shall be calculated on the gross value of the raising of the capital in cash, kind, credit, loans, stock consideration, capital equipment of all descriptions, share certificates (in share swap situations) or other capital value items including land and buildings, aircraft and machinery of all descriptions, parts thereof, precious metals or other miscellaneous items not mentioned.

F. Founding Shareholders shall be entitled to fees on the gross value of a Joint Venture Company Operation where Toke Oil & Gas controls at minimum twenty five percent (25%) of the Joint Venture Operation. The gross value shall mean and include capital in cash, kind, credit, loans, stock consideration, all capital equipment used by the Joint Venture Company whether imported by and/or for use on behalf of the Joint Venture Company in carrying out its business activities.

Capital value items shall include although may not be limited to the value of: rent on land, buildings, vehicles of all descriptions, aircraft of all descriptions and spare parts and all capital equipment, workshop tools thereof. The value of the capital equipment shall be calculated from the local purchase prices or if imported by the landed cost based on Customs entry forms for Customs Declaration purposes irrespectively if any or no taxes are paid on the importation of capital equipment and all other miscellaneous items not mentioned.

G. a. Founding Shareholders shall be entitled to fees on the gross value of the purchases of capital assets for Toke Oil & Gas and for any of its subsidiaries where Toke Oil & Gas controls twenty five percent (25%) or more of the subsidiary company.

b. The value of the capital assets shall be calculated from the local purchase prices if the asset needs to be imported by the landed cost based on Customs entry forms for Customs Declaration purposes irrespectively if any or no taxes are paid on the importation of capital assets and all other miscellaneous items not mentioned.

c. The capital assets shall include although not limited to the following: capital equipment of all descriptions, vehicles of all descriptions, aircraft of all descriptions and spare parts and all equipment, workshop tools thereof, share certificates (in share swap situations) or other capital value items including land and buildings, of all descriptions

H. a. Founding Shareholders shall be entitled to fees on the gross value of the income of Toke Oil & Gas and for any of its subsidiaries where Toke Oil & Gas controls twenty five percent (25%) or more of the subsidiary company.

b. the gross value of turn over shall be described as the declared amount of gross income as declared to each respective location of activities income tax departments.

ARTICLE 5 – RESTRICTIONS ON DISPOSITION OF SHARES

5.1 Restrictions

Except as otherwise expressly permitted herein, no Founding SHAREHOLDER may sell, transfer, assign, exchange, give, demise, bequeath, alienate or otherwise dispose of, or mortgage, hypothecate, charge, pledge or otherwise encumber or permit or suffer any ENCUMBRANCE of all or any parts of its CLASS A SHARES or under or in respect of this AGREEMENT or make any agreement or commitment to do any of the same unless the FOUNDING SHAREHOLDER has giving the First Right of Purchase to the remaining FOUNDING SHAREHOLDERS and then to the Company "Toke Oil & Gas S.A.".

Any sale, exchange, gift, charge, pledge or other purported assignment, transfer or ENCUMBRANCE of CLASS A SHARES made other than in accordance with the express terms and provisions of this AGREEMENT shall confer no right or interest whatsoever under this AGREEMENT.

ARTICLE 6 – RESTRICTION ON DISPOSITION OF SHARES OF SHAREHOLDER

6.1 Transfer of CLASS A SHARES of FOUNDING SHAREHOLDERS 3.12 Conduct + Articles 4.3 + Articles 5.1

Transfer of Class B Shares is unrestricted, except those Class B shares held by Founding Shareholders which are subject to conditions of this agreement.

ARTICLE 7 - CAPITAL CONTRIBUTIONS AND FINANCING

7.1 Initial Cash Contribution

The FOUNDING SHAREHOLDERS shall make initial capital contributions in cash or services, based upon CLASS A FOUNDING SHARES at par value per share (list of founding shareholders & amount, found in Schedule A)

7.2 FOUNDING SHAREHOLDERS to Provide Funding
n/a

7.3 EXCESS FUNDED AMOUNT
N/a

7.04 TOKE OIL & GAS FOUNDATION

THE TOKE OIL & GAS FOUNDATION will be created at the expense of Toke Oil & Gas and have as its Board of Directors, the President Director, and 2 Vice-President – Directors of Toke Oil & Gas ,the President Director may appoint a Chairperson and/or other persons to oversee the Foundation's development and activities.

ARTICLE 8 – CONTRACTING WITH THE PARTIES

8.1 Contracting with Toke Oil & Gas S.A.

Refer to Laws of RDTL "On Commercial Companies"

8.2 Independent Contractor

A SHAREHOLDER or company CONTROLLED by a SHAREHOLDER performing WORK shall be an independent contractor. Refer to "On Commercial Companies " RDTL.Timor-Leste.

ARTICLE 9 – CLASS B, Voting Shares .

9.1 Class B ,Voting Shares Options For Founding Shareholders

- a. In consideration of the services provided by THE FOUNDING SHAREHOLDERS and in assisting with the opportunity, start-up and development of Toke Oil & Gas S.A., each FOUNDING SHAREHOLDER shall receive up to eight million 8,000,000 CLASS B shares options per 1,000 Class A shares held in Toke Oil & Gas , at a value of (one dollar) USD\$1.00 per share. The option to purchase the shares shall be for a period of eight years from the date Toke Oil & Gas S.A. is registered in Timor-Leste as a corporation. The rights to these options maybe transferred to another Founding Shareholder prior to expiring for maximum of ten cents US\$ per share only. The options shall expire at the end of the 8 –year period.
- b. In consideration of founding shareholder/s continual activity with the company, each continually registered founding shareholder shall receive three million 3,000,000 Class B Share options at (two dollars) USD\$2.00 per share, pro rata for every 1,000 class A shares held at the time of each new issue, every two years from the date of issue of the original registration in Timor-Leste. Each founding shareholder shall purchase their options within 12 months of the issue date or the options shall expire. The rights to these options maybe transferred to another Founding Shareholder prior to expiring for a maximum of ten cents US\$ per share only
- c. The Founding Shareholders further agree to use a "Common POOL Structure" for the Class B, Voting Share Options if these shares are to be sold to a third party. Each participating member of the "Common Pool Structure" shall receive a proportion of the sale equal to their involvement, there must be at least two founding shareholder members participating at anyone transaction.

**9.2 Class B , Voting Shares For Founding Shareholder's, Equilibrium Share Structure.
Deleted**

9.3 Persons or corporations Receiving Class B Voting Shares in Lieu of Cash Payments.

In consideration of the desire of person/s or approved corporations whom would prefer to receive Class B Voting Shares in Lieu or part in lieu, of Cash Payments shall be able to do so, given that the company shall deduct all taxes in monetary terms from the value of the shares required by Law, prior to the transfer of the balance of the value in shares to the requested person/s.

The following person/s shall be entitled to request Class B shares in lieu or part in lieu of cash payments; Which shall include although not limited to, Fees, Salaries, Wages, Incentives, Bonuses, Miscellaneous Payments and Miscellaneous Entitlements.

A/ Founding Directors, Founding Executives, shall be able to access these Class B shares at the value of one Dollar US\$1.00 per share for the life of their activities with the company as mentioned above in Sec 9.3

B/ Other Directors, Management and Selected Staff, or other employees as approved by the Board of Directors, may request Class B share in lieu of Fees, Salaries, Wages, Incentives, Bonuses , Miscellaneous Payments and Miscellaneous Entitlements.

C/ The following approved corporations:

The Founding Shareholders or subsidiaries thereof or any other corporations approved by the Founding Shareholders.

The transfer of Class B shares to Sec 9.03 B and Sec 9.03 C shall be on the following conditions;
That all persons and corporations listed above shall be able to access Class B Shares at half par value for the life of their activities with the company after having been engaged by the company within the first six months of Toke Oil & Gas S.A. being registered by the Timor-Leste Government. Those persons whom have been engaged by the company after the first six months of Toke Oil & Gas S.A. obtaining it's license as mentioned above shall be issued Class B shares at the "value of the day" . The value of the day shall be defined as the average value of registered share transactions with the company registry over the preceding thirty days.

The above mentioned persons shall be able to exercise the opportunity of shares in lieu of cash, only whilst in the activities of a current and active position with the company or by authority of the board of directors.

9.4 Toke Oil & Gas S.A. Foundation Class B, Voting Shares Benefits

In consideration of the activities that Toke Oil & Gas S.A. Foundation is to undertake in charitable works primarily within Timor-Leste, it shall receive an entitlement of Class B, Voting shares equal to an amount of (1) one percent of the total of all issued Class B shares, particularly referred to in although not limited to Article 4.2A, 4.2B, 4.2C, 4.2D, 4.2E as detailed in this agreement. The income derived from the control of these Class B shares shall be the funding used to support the activities of the Toke Oil & Gas S.A. Foundation.

ARTICLE 10 – Toke Oil & Gas S.A. BUY BACK PROVISIONS

10.1 Buy-Back

In consideration of the sum totaling THE INDEPENDANTLY APPRAISED VALUE OF THE FOUNDING or CLASS A, Shareholder's Shares and other good and valuable consideration, the receipt and sufficiency of which is acknowledge by each SHAREHOLDER, EACH shareholder (a "Retiring SHAREHOLDER") hereby grants to Toke Oil & Gas S.A. an option (the "Buy-Back"), subject to the terms and conditions set forth in this Article 10, to purchase free of all ENCUBRANCES all of the SHARES (the "Buy-Back SHARES") owned by such SHAREHOLDER on the occurrence of any of the following events (a "Triggering Event"):

- a. upon the SHAREHOLDER becoming insolvent or bankrupt or committing an act of bankruptcy (within the meaning of the bankruptcy and insolvency Act of Timor Leste);
- b. the seizure and attachment of a SHAREHOLDER'S SHARES for the payment of any judgment or order, the SHARES sold not being greater than the amount needed to pay the said judgment;
- c. the institution of proceedings for the dissolution or winding-up of any corporate, who has not previously approved transfer of the SHARES;
- d. A SHAREHOLDER transferring or purporting to transfer its SHARES or SHAREHOLDER INTEREST other than in accordance with this AGREEMENT.
- e. Upon a change of CONTROL of a SHAREHOLDER except in accordance with this AGREEMENT.

10.2 Exercise of Buy-Back

The option granted to Toke Oil & Gas S.A. pursuant to Article 10.1 shall be exercised if the BOARD OF DIRECTORS gives to the Retiring SHAREHOLDER, within 120 days following Toke Oil & Gas S.A. becoming aware of the occurrence of a Triggering Event, written notice of the exercise of the option (the "DIRECTORS' Notice").

Such notice shall also set out:

- a. the date of closing (the "Date of Closing") which shall not be longer than ninety (90) days following the giving of the DIRECTORS' Notice;
- b. any of the matters contemplated by Article 12 known to the BOARD OF DIRECTORS which would have to be dealt with on completion of the sale of the Buy-back SHARES.

10.3 Closing

All purchases and sales of Buy-backed SHARES to Toke Oil & Gas S.A. shall be completed for a price equal to the MARKET VALUATION AMOUNT for the Buy-backed SHARES upon the terms and conditions set forth in the DIRECTORS' Notice and in accordance with the provisions of article 12.

10.4 Suspension of Voting Rights

If any of the events described in article 10.1 occur in relation to a SHAREHOLDER, then until and unless the option described in Article 10.1 has expired, and notwithstanding any other provision of this AGREEMENT:

- a. that SHAREHOLDER shall not vote its SHARES and the votes that SHAREHOLDER might otherwise cast shall not be counted for the purposes of determining whether a resolution has been passed; and
- b. that SHAREHOLDER'S nominees (if any) to the BOARD OF DIRECTORS shall not vote on any matter coming before the BOARD OF DIRECTORS, and such votes which might otherwise be cast shall not be counted for the purposes of determining whether any resolution of the DIRECTORS has been passed.

ARTICLE 11 – VALUATION

11.1 Calculation of Value

For the purposes of a purchase and sale of SHARES pursuant to Article 10 hereof, the value of the SHARES shall be equal to the fair market value of such SHARES as agreed among the FOUNDING SHAREHOLDERS and failing AGREEMENT shall, upon request of any SHAREHOLDER, be determined by an independent chartered business valuator (hereinafter in this Article referred to as the "Valuator") who shall be appointed by the parties to the purchase and sale acting jointly. Failing such joint appointment of a Valuator, any of the parties of the purchase and sale may apply to a Justice of the Supreme Court of the Timor Leste for the appointment of a Valuator. In determining the fair market value of the SHARES, the Valuator shall act as an ARBITRATOR and shall:

- a. Not take into account goodwill;
- b. not have regard to the fact that the shareholdings constitute a minority or majority interest;
- c. establish the fair market value of assets of Toke Oil & Gas S.A. and in that regard shall obtain such appraisals as he deems necessary;
- d. in all other respects apply generally accepted accounting principles.

ARTICLE 12 - GENERAL SALE PROVISIONS

To be inserted at a future date.

12.1 Application

ARTICLE 13 – DISPUTE RESOLUTION

13.1 Arbitrator

The PARTIES agree that if any dispute or difference arises between them with regard to the terms or performance of the AGREEMENT upon which the PARTIES cannot agree, then such dispute shall be referred to an ARBITRATOR for determination and resolution. The Australian arbitration process shall apply in the absence of an arbitrations system is not fully functioning in Timor-Leste.

13.2 Appointment

Upon request for the appointment of an ARBITRATOR, each SHAREHOLDER shall be entitled, within ten (10) days after receipt of notice of such request to nominate a person to serve as ARBITRATOR. The PARTIES shall consult in good faith to select from among the nominees a mutually acceptable expert and, in the event that they are unable to agree promptly on the person to serve as an ARBITRATOR, either SHAREHOLDER may request that the managing partner of a major national US firm of chartered accountants having an office located in the Timor Leste, Australia or Singapore appoint an independent qualified expert to determine the matter. If such senior partner shall fail or refuse to act within five (5) days, any SHAREHOLDER may refer the names of all nominees to a judge of the Superior Court having jurisdiction in the Timor Leste, presently the Supreme Court of the Timor Leste, under the provisions of the Arbitration Act ("Arbitration Act") in force in that jurisdiction, presently the Arbitration Act (Timor Leste). The sole function of the Judge shall be to select, from among the nominees duly nominated, a person to serve as ARBITRATOR. The decision as to the appointment of the ARBITRATOR under this Article shall be binding upon the PARTIES, including any SHAREHOLDER, which has neglected or refused to nominate a person to serve as ARBITRATOR.



13.3 Determination by Arbitrator

The PARTIES shall cooperate with the ARBITRATOR in determining the matter submitted to the ARBITRATOR and shall provide all information and documents reasonably required by the ARBITRATOR in connection with the matter to be determined. The ARBITRATOR shall have the right to retain such advisors as the ARBITRATOR consider necessary to assist in making a determination.

13.4 Report of Arbitrator

The ARBITRATOR shall report his determination of any matter referred to him in accordance with the provisions hereof in writing to the PARTIES, and the report shall be binding upon the PARTIES and be conclusive.

No appeal or reference to a court shall be permitted there from. The ARBITRATOR shall give each of the PARTIES reasonable opportunity to present arguments and evidence in respect of the matters to be determined and shall report his determination as soon as practicable. The fees and expenses of the ARBITRATOR shall be paid in the amount that the ARBITRATOR apportions on an equitable basis having regard to the result of the determination.

13.5 Mediation

In the first instance any ARBITRATOR appointed pursuant to this AGREEMENT shall attempt to mediate the dispute between the PARTIES and the activities of the ARBITRATOR in so doing shall not preclude the ARBITRATOR from acting as arbitrator in the manner otherwise provided in this AGREEMENT should the mediation prove unsuccessful in resolving the dispute.

ARTICLE 14 – MISCELLANEOUS

14.01 Notices

Any notice required to be given hereunder by any SHAREHOLDER shall be deemed to have been properly given if:

- a. personally delivered to an officer of a SHAREHOLDER; or
- b. if mailed by prepaid registered mail or delivered, to the address of the SHAREHOLDER to whom it is intended hereinafter set forth;

A SHAREHOLDER may change its address for notice at any time upon giving written notice to the other FOUNDING SHAREHOLDERS, including the Share Registry office of Toke Oil & Gas S.A.

- c. if transmitted by facsimile to the facsimile number of the SHAREHOLDER to whom it is intended as set forth above or to such other facsimile number as a SHAREHOLDER may from time to time direct in writing.

Any notice delivered or transmitted by facsimile as aforesaid shall be deemed to have been received on the BUSINESS DAY after the date it is postmarked. Originally executed copies of all notices transmitted by facsimile shall also be mailed on the date of facsimile transmission. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent, the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery or facsimile transmission only shall be effective.

14.02 Applicable Law

This AGREEMENT shall be governed by and construed in accordance with the laws of Timor Leste, or if operating inside another country the laws of that country.

14.03 Amendments

This AGREEMENT is subject to amendment only with the unanimous consent in writing of each of the FOUNDING SHAREHOLDER representatives.

14.04 Severability

Every provision of this AGREEMENT is intended to be severable. If any term or provision hereof or portion thereof, or the application thereof to any PERSON or circumstance, shall, to any extent, be invalid or unenforceable for any reason whatsoever, the remainder of this AGREEMENT or the application of such provision or portion thereof to any other PERSON or circumstance shall not be affected thereby and each provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

14.05 Time of the Essence

Time shall be the essence of this AGREEMENT.

14.06 Calculation of Time

If any date or any time ends on a date which is not a BUSINESS DAY, such date or time period shall be extended to 5:00 p.m. (Dili time) on the next BUSINESS DAY.

14.07 Table of Contents and Headings

The table of Contents and Article headings are inserted for convenience of reference only and shall not affect the interpretation of this AGREEMENT.

14.08 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this AGREEMENT the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the facts or context so requires.

14.09 Entire Agreement

This AGREEMENT, constitute the entire agreement between the PARTIES pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the PARTIES and there are no warranties, representations or other agreements between the PARTIES in connection with the subject matter hereof except as specifically set forth herein and therein. To the extent of any conflict or inconsistency between the provisions of this AGREEMENT, the provisions of this AGREEMENT shall govern and prevail. No supplement, modification, waiver or termination of this AGREEMENT shall be binding unless unanimously agreed to and executed in writing by the FOUNDING SHAREHOLDERS, to be bound thereby.

14.10 Contra Proferentem Not Applicable

M The PARTIES acknowledge having participated fully in the preparation of this AGREEMENT and agree that the principle of contra proferentem shall not apply with respect to this AGREEMENT to any SHAREHOLDER.

14.11 Waiver

No waiver of any of the provisions of this AGREEMENT shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.12 Counterparts

This AGREEMENT may be signed in counterpart and such counterparts taken together shall be of full force and effect upon the PARTIES executing the same.

14.13 Subsequent Parties

Each party who execute this AGREEMENT or a counterpart of this AGREEMENT shall, regardless of the date of such execution, be bound by and subject to all of its provisions, and such execution shall in no way affect or impair its rights or obligations or those conferred or imposed on any other SHAREHOLDER whose date of execution was prior in time.

14.14 Further Assurances

Each party to this AGREEMENT from time to time hereafter, and throughout the term of this AGREEMENT, shall upon any reasonable request promptly execute and deliver all such documents, instruments and assurances and do all such other acts and things as may be lawful and within its power to do in order to more effectually implement and carry out the provisions and the true intent of this AGREEMENT.

14.15 Compliance with Law

Each party to this AGREEMENT shall comply with all applicable federal, provincial, territorial, country, municipal, or other statutes, laws, ordinances, regulations, rules or orders of any governmental or quasi-governmental entity, body, agency, commission, board or official applicable to the business of that party.

14.16 Expenses

Except as otherwise specifically provided in this AGREEMENT, each of the PARTIES hereto shall bear its own expenses (including those of counsel, accountants and advisers) incurred in connection with this AGREEMENT and the transaction contemplated by this AGREEMENT.

14.17 Special Superannuation Fund

- a. The representatives or nominees of each of the FOUNDING SHAREHOLDERS, who have affixed their signatures to this document are authorized by the Founding Shareholder to be entitled to this benefit, shall be entitled to Representative's FOUNDING SHAREHOLDER pensions / Special Superannuation benefits, a plan to be submitted by management and requiring 51% agreement by the FOUNDING SHAREHOLDERS. Whilst they are active & current representative or nominees of any of the FOUNDING SHAREHOLDERS.



- b. The company may establish a Superannuation Fund Facility for employees which shall operate in accordance with Timor-Leste Superannuation Fund regulations or in the absence of regulations an acceptable (as accepted by majority of founding shareholders) regional fund.

14.18 Enurement

This AGREEMENT shall enure to the benefit of and be binding upon the PARTIES hereto and their respective successors, beneficiaries, personal and legal representative and permitted assigns

IN WITNESS WHEREOF the PARTIES hereto have executed this AGREEMENT
this 8 th Day of December 2007

Schedule A
Toke Oil & Gas S.A.
Timor – Leste

CLASS A FOUNDING SHAREHOLDERS & REPRESENTATIVES

MR.VICENTE XIMENES..... SIGNATURE.....

MR. GINO ERNESTO FAVARO..... SIGNATURE.....
Representing
VoGue Lda Trustee Company

NAME OF WITNESS..... SIGNATURE.....

MR.VICENTE XIMENES..... SIGNATURE.....

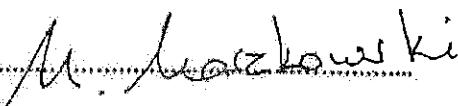
MR. GINO ERNESTO FAVARO..... SIGNATURE.....
Representing
Hali Group Sa. Company

NAME OF WITNESS..... SIGNATURE.....

Toke Oil & Gas S.A. Unanimous Shareholder Agreement

January 2008

MR. MARC MOSZKOWSKISIGNATURE.....
 Representing Himself



NAME OF WITNESSSIGNATURE.....

Toke Oil & Gas S.A.

Timor - Leste

FOUNDING SHAREHOLDERS

The FOUNDING SHAREHOLDERS shall hold "Class A Voting Common shares of Toke Oil & Gas S.A. Timor Leste.

	Percent	No of Shares
VoGue Lda. Company	1.666	2,000

Hali Group S.a. Company	65.00	58,000

Mr. Marc Moszkowski	33.333	30,000

Total Class A Voting Common Shares	100%	90,000

Each Class A, Voting Common Share has a Par Value of USD \$ 75.00
 TOTAL CLASS A, VOTING, COMMON SHARES ON ISSUE IS 90,000
 90,000 SHARES @ PAR VALUE USD\$ 75.00= USD\$ 6,750,000
 TOTAL PAID UP CAPITAL VALUE USD\$ 6,750,000

Note: Founding Shareholders can decide to issue more Class A Shares.

Toke Oil & Gas S.A.

TIMOR-LESTE

SCHEDULE B

PROPOSED OFFICE DETAILS

Office Suite 1
Hotel Dili 56 Rua Dos Direitos Humanos
G.P.O Box 258 Lecidere
Dili - Timor - Leste
PH c/o: +670 - 3321095
Fax c/o: +670 - 3312105

PROPOSED DIRECTORS:

MR. MARC MOSZKOWSKI

Date of Birth: 25 June 1954
Nationality: French
No Passport: 04FK57470
Address: Pensacola, Florida, USA
Phone: +18503168462
Email: m.moszkowski@tokegroup.com

Signature....., *M. Moszkowski*

MR. VICENTE XIMENES

Date of Birth: 04 May 1955
Nationality: Timorense
No Passport: C0010989
Address: Villa Verde-Dili
Phone: +670 - 7250374
Email: v.ximenes@tokegroup.com

Signature.....

MR. GINO ERNESTO FAVARO

Date of Birth: 09 September 1957
Nationality: Australian
No Passport: E7565230
Address: Hotel Dili, Lecidere, Dili, Timor-Leste
Phone: +670 - 7231058
Email: g.favaro@tokegroup.com

Signature.....

PROPOSED COMPANY SECRETARY

Toke Oil & Gas S.A. Unanimous Shareholder Agreement

January 2008

Date of Birth: OLIVIA ENCINARES
Nationality: Filipino
Passport No: VV0037232
Address: Bidau, Dili, Timor-Leste
Phone: +670 7312073 Signature.....

Toke Oil & Gas s.A.
SCHEDULE B, page 1/2

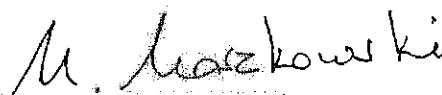
PROPOSED-- DIRECTORS--EXECUTIVES--AUDITORS--FINANCIAL OFFICERS--OFFICE MANAGERS

PROPOSED EXECUTIVES

PRESIDENT – (DIRECTOR)
MR. MARC MICHEL MOZSKOWSKI

Date of Birth: 25 June 1954
Nationality: French
No Passport: 04FK57470
Address: Pensacola, Florida, USA
Phone: +18503168462

Signature.....



VICE- PRESIDENT – (DIRECTOR)

VICENTE XIMENES

Date of Birth: 04 May 1955
Nationality: Timorense
No Passport: C0010989
Address: Villa-Verde, Dili
Phone: +670 7250374

Signature.....

VICE- PRESIDENT – (DIRECTOR)

MR. GINO ERNESTO FAVARO

Date of Birth: 09 September 1957
Nationality: Australian

Toke Oil & Gas S.A. Unanimous Shareholder Agreement

January 2008

No passport: M3186015
Address: Suite 1, Hotel Dili
Lecidere, Dili, Timor-Leste
Phone: +670 7231058 Signature:

Toke Oil & Gas S.A.

SCHEDULE B page 2/2

AUDITORS

Auditors to be advised later

MHC

Toke Oil & Gas S.A. Unanimous Shareholder Agreement

January 2008

From: Marc Moszkowski [<mailto:m.moszkowski@deep-gulf.com>]
Sent: Wednesday, June 13, 2012 12:13 PM
To: Rus Howard
Subject: RE: consolidated statements

Those are fees paid to another company for services, so they are incorporated in "Purchase of Goods and Services" which is the total of what DG and EGS received.

Below are the figures according to Toke's books and DeepGulf's books. There are differences, especially about dates, and about amounts, in the end 3% of the total. The difference in dates comes from the fact that in Toke's accounting the date considered is the date the service was incurred.

Remember that I had to rewrite all the accounting and financials at the end of 2010 after finding that Gino Favaro had never kept the books for Toke, although he would claim he had and would not let me see them.

Payments by Toke to DeepGulf

	In Toke's books	In DeepGulf's books
2008	362,720.00	340,875.17
2009	242,580.00	292,549.01
2010	259,855.00	309,194.27
2011	546,132.83	374,975.00
2012		49,975.00
Total	1,411,287.83	1,367,568.45
Difference:		43,719.38
		3.1%

Marc

From: Rus Howard [<mailto:rus@whitesandinvestments.com>]
Sent: Wednesday, June 13, 2012 11:12 AM
To: Marc Moszkowski
Subject: RE: consolidated statements

OK, but that isn't quite what I need to know. When I look at the Toke financial statements, in what category will the project manager fees be included. (sorry for the poor English) I do not see project manager on the Toke statements, therefore the project manager expense must be included in one of the other items, but I am not sure which one. Maybe in "directors salaries"?

I am headed to Fairhope to meet with Monty about presenting DG to his Angel group and have to leave here in a few minutes.

rus



45

From: Marc Moszkowski [<mailto:m.moszkowski@deep-gulf.com>]
Sent: Tuesday, June 12, 2012 6:16 PM
To: Rus Howard
Subject: RE: consolidated statements

Toke paid DG for my service as Project Manager (see 2008 invoices). Trish has all the payments, since 2008.

Marc

From: Rus Howard [<mailto:rus@whitesandinvestments.com>]
Sent: Tuesday, June 12, 2012 6:06 PM
To: m.moszkowski@deep-gulf.com
Subject: consolidated statements

I just finished talking with accountants. We discussed Sub F requirements for reporting income of foreign entities. The discussion today may help save us money on taxes when Toke starts to earn income. Of course we have to make sure the entities are structured correctly now in order to qualify when the money starts to flow.

We also discussed consolidating the income statements. Ron is going to check on a couple things, but it looks like we will be able to consolidate the income statements and the balance sheets. In order to prepare the consolidated statements he will need to make adjustments to the Toke and DG income statements. Primarily they need to know how we treated the payments from Toke to DG. I told him that we expensed them, but I was not certain of the category. We need to know how Toke expensed the payments, so they can be treated correctly in the consolidated statements. In consolidation all payments between entities are not reported so as they are reversed they turn into income. There are a few other things to do but that is the most significant.

What I need to know, if you have the records for 2008, 2009, 2010 and 2011 is a confirmation of how much was paid in each year by Toke to DG and in what category did Toke expense it as. I could get the amounts from DG books but that will not confirm the category where Toke placed the expense. So I need you to get the information out of Toke's books. If we changed the category in any given year or expensed in multiple categories it does not matter, we just need to know how much was paid to DG and in which category or categories it was expensed for those 4 years.

I may have that information for some of the earlier years, but I do not have bookkeeping records for the most recent years. Can you dig that information out or send me the copy of the books so I can dig it out?

Rus

OH - I have not yet completed the risk-factors text, but will pass it on as soon as I have them.

Rus Howard

From: Rus Howard
Sent: Monday, July 31, 2017 9:00 AM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: RE: Project records

Marc,

This is simple, do you submit to the boards authority, or do you remain in defiance? Provide the update on activities and progress that the board has demanded of you repeatedly over the past 8+ months. And provide the record of transactions for the projects that you managed as you are required to do. If you remain insubordinate, all your accusations and assertions about who you want to blame for your failure to successfully secure and income stream or raise money are irrelevant.

Further, as I have explained to you during the board meeting in January 2015 and on two other occasions in the past, if you want to make a claim for expenses you have incurred on behalf of the company, you must submit proper documentation, until you do they are not actionable. The company cannot do anything with vague and unsubstantiated claims.

Best Regards

Rus Howard
Chairman of the Board

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Sunday, July 30, 2017 3:09 AM
To: Rus Howard <rus@holdg.com>
Cc: wblottjr@gmail.com
Subject: RE: Project records

All you had to do if you had questions was to ask nicely and accept to answer mine. All you had to do if you had a real interest in the success of the company was to resolve not to all but abandon me and the company to our own devices after 2014, without any warning, and let the president literally starve until he was kicked out of the country thanks to your failure to procure funds and a residence visa.

For some reason you chose to go the rough way, and now pretend you assume improprieties on my part, strangely believing that I will be cowed into submission by your bullish methods.

Everything suggests that your real goal was, and is, to derail our partnership and destroy the business.

M

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, July 29, 2017 1:24 PM
To: 'Rus Howard'
Cc: wblottjr@gmail.com
Subject: RE: Project records

I see you continue to refuse discussing real topics candidly, preferring instead to focus grandiosely on a question of preeminence. Please be aware that I chose you as a business partner of at most equal standing, not as a boss, and that it is the structure you chose for this company that gave me one title and the other.

Let me reassert a few points, already addressed in the past.

You bear full responsibility for the current dire situation, having failed in the tasks you had undertaken since 2005 as CFO and HRM. Not only did you fail in your responsibility to fund the company sufficiently, either because of inaction, incompetence, or a deliberate plot on your part, but when you learned other people were supporting the company financially you refused to even consider a reward for their commitment afterwards. Additionally, your failure to secure a resident visa for me, despite your repeated assurances, results in my being denied to discharge my duties at the place of business of the company. I expect you to again deny you're holding the positions of CFO and HRM, despite the history of the company and the hundreds of emails and other messages that easily prove you were both the CFO and the HRM. Your claim that the board did not formally appoint you to those positions would only indicate you usurped them, but, no matter what, you have been holding those positions at least de-facto since 2005.

You have repeatedly proven since at least the end of 2014 your deliberate intention to torpedo this company, although in an undeclared way at first. Instead of focusing on the capacity for which I had chosen you as a partner, that of business administration, since you are an alumnus of an Ivy League school of business, you preferred to try to defraud me of a patent inventorship. When I refused vehemently to agree to your scheme, you converted into a personal enemy, instead of acknowledging your error, and have done everything in your power since to destroy me personally, and with me the company.

I will not allow your personal hatred and revengefulness to destroy me and this company. Don't count on me to help you achieve your goal of destruction.

You know the interest of the shareholders other than the founders is foremost in my mind, a fact I have asserted repeatedly in the past.

I remind you that the company owes me on this day the amount of \$687,000 before interest, for compensation of funds advanced to the company since at least 2007 and past due salaries since March 2013..

M

From: Rus Howard [<mailto:rus@holdq.com>]
Sent: Friday, July 28, 2017 7:27 PM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: RE: Project records

Your continued defiance is hereby noted. Please let me know if you change your mind.

Best Regards

Rus Howard
Chairman

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Friday, July 28, 2017 3:10 PM
To: Rus Howard <rus@holdg.com>
Cc: wblottjr@gmail.com
Subject: RE: Project records

I have repeatedly stated that I will not respond to threats and insults. Remove all the insults in your previous messages, including the last one, and I will consider responding to your queries, if and when you respond to mine.

Your suggestion that I should travel thousands of miles to Pensacola is quite unreasonable, since you know perfectly well that you failed to provide me with a visa to enter the United States professionally. Since you must know that I will not come, nor hire a representative just to look at records that you could easily email me, your suggestion that I should pay an auditor and "*any expenses incurred by the company to complete that audit*" is tantamount to refusing to let me see the records.

As far as I'm concerned, you know I have nothing to hide, since I apprised you systematically of all major expenses while the projects were developing, and I provided balance sheets and income statements in due time. Those documents were quite self-explanatory, and were thoroughly discussed with you at the time. I repeat emphatically that you know perfectly well I did not hide anything from you, nor tried to. Conveniently claiming years afterwards that I did, only after you had chosen unilaterally and without warning to abandon the common effort to develop this company and our relationship soured as a consequence, is a shocking insult to common sense.

I would appreciate if you refrained from the questionable strategy of accusing me of projection each time I mention an issue concerning you. Don't you think that although the stratagem is common in a third grade schoolyard, it is hardly appropriate between men in their sixties? I have seen you deflect issues successfully with a Los Angeles lawyer four years ago, by focusing on an irrelevant detail, and at the time I found your tactic of concentrating exclusively on his honorary title instead of any concrete issue quite amusing. I don't find it amusing anymore.

You should know by now that your deadlines and threats have no effect on me. If you want anything from me, please amend your attitude, and understand that as long as you will refuse to acknowledge that this conversation should go both ways, and politely so, I will not respond to any of your demands.

I was in the process of responding to your two emails of July 25th. Your last email forces me to suspend the responses. However, I want to stress again that whatever your evading manoeuvre, you have been the Chief Financial Officer and the Human Resources Manager for as long as 12 years, which is an easily demonstrable fact. As such, you must report to the president of the company, and, incidentally, stop defying him. Until you do, I won't be in a position to consider any of your demands positively.

M

From: Rus Howard [mailto:rus@holdg.com]
Sent: Friday, July 28, 2017 12:34 PM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: RE: Project records

To avoid misunderstanding about what I wrote in my email about corporate financial records:

You have requested to see the records several times. I have forwarded credit card statements when you requested them.

Further, you have again requested to see the company's financial records and imply some impropriety.

To be clear, DeepGulf financial records will be kept here at this office, as required. They nor copies of them will not be shipped to your location. On the other hand the financial records of our three project need to be kept at the corporate offices.

The records of every DeepGulf transaction executed by me, are open to you or to any board member here at the office. You may review them here. If you are unable to come here or if you choose not to come here to inspect, you may hire a reputable, accountant/auditor, acceptable to the company, to audit our records. Approval of such auditor will not be unreasonable withheld. If you do not know an accountant or auditor we can recommendation a list of reputable accounting or audit firms in our region that would be acceptable to the Board. If you choose to engage an auditor or an accountant to inspect our records, you will be required to pay all the expenses for that project (specifically the auditor and any expenses incurred by the company to complete that audit).

Again to be clear: I have nothing to hide and do not mind close scrutiny of any and every DeepGulf transaction that I have approved.

However, your email demonstrates your lack of knowledge of the fundamental principles that govern financial reporting responsibilities and duties, things you should know as President of the Company

I draw your attention to the fact that you have repeatedly represented to independent third parties (potential investors, collaborators, potential partners, investment bankers) that the three projects are in fact DeepGulf projects, stating them by name and date and declaring the revenue from each project, what was accomplished and what resources were used. These projects were incorporated into DeepGulf's consolidated financial statements based on summary data that you provided to the company.

The income from these projects were incorporated into DeepGulf's tax returns.

You have told the shareholders that they were DG projects.

You were the project leader and completed them while being paid by DeepGulf.

(There are more reasons but any one of the above is sufficient.)

Now you want to claim that they are not DeepGulf projects and that you have the right to withhold the financial information requested by the Board?

What are you hiding? The very fact that you have tried assert (using qualitative or weasel words) that you are not hiding anything tells us that you are hiding something. If you do not have anything to hide you will provide the records without delay or protest.

You have an absolute responsibility to provide this information and a reason does not exist the justifies withholding this information. These records do not belong to you. They belong to DeepGulf either directly or through its subsidiary, and you have no right to withhold.

– originally asked for the records from you because you requested financial information from me and implied impropriety. Based on your propensity to project your behavior/motivations, indicated that I should ask you to provide the records of financial transactions that you executed on behalf of DeepGulf and its subsidiaries. Your repeated refusal

to provide the records, indicates that you are hiding information, it also strengthens the Boards resolve to obtain and scrutinize those records.

As Chairman of DeepGulf Board of Directors, I hereby step up the previous request to a demand!

As Chairman of the Board I hereby demand that you immediately provide to the board the complete record of disbursements for the three projects in East Timor for which you were responsible and wherein you acted as the project manager, and controller and both approved and disbursed funds. While you may include the summary numbers that have been previously provided, this request is for the actual disbursement of all monies in connection with the above projects and includes to whom disbursed and for what purpose.

I strongly recommend that you cease to defy the Board.

Provide the records requested by DeepGulf's Board by August 10, 2017 or the board will meet to discuss disciplinary action.

Best Regards

Rus Howard
Chairman of the Board
DeepGulf Inc.

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, July 22, 2017 1:05 PM
To: Rus Howard <rus@holdg.com>
Cc: wblattjr@gmail.com
Subject: RE: Project records

I think you perfectly know the answers to your queries, the documents I prepared for you a few years ago when DeepGulf acquired the foreign company being quite self-explanatory. Besides, I am not sure you are in any legal position to demand confidential records of a foreign company that was not bound to DeepGulf in any way at the time, except by a contract for services, for which DeepGulf was paid two thirds of the company's gross revenue before expenses. Do you also expect me to turn over to you confidential information I had access to while discharging my duties as project manager for my international oil and gas clients?

However, I was candid enough to inform you on an almost daily basis of the company's disbursements as they happened at the time. There was no secret of any kind in any of the company's expenditures, as far as you were concerned. Do you really believe it would be in my nature to conceal any major payment?

I remind you of the fact that DeepGulf owes me at the end of July, 2017, the amount of \$687,000 before interest, for compensation of funds advanced to the company and past due salaries.

I request you to immediately provide to the president of this company a complete detailed record of disbursements in connection with all salaries, employment contracts, rents, and other miscellaneous expenses, incurred by DeepGulf, Inc., since its founding in 2005, as well as all detailed credit card monthly reports.

A

From: Rus Howard [<mailto:rus@holdg.com>]
Sent: Monday, July 17, 2017 12:47 PM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: Project records

Marc Moszkowski
President

Dear Marc,

Since you have ignored my previous requests for information that could have saved us money it makes me wonder why you refuse to comply. Therefore, I am making this request official.

As Chairman of the Board I hereby request that you immediately provide to the board the complete record of disbursements for the three projects in East Timor for which you were responsible and wherein you acted as the project manager, and controller and both approved and disbursed funds. While you may include the summary numbers that have been previously provided, this request is for the actual disbursement of all monies in connection with the above projects and includes to whom disbursed and for what purpose.

Best

Rus Howard
Chairman of the Board
DeepGulf Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

DEEPGULF, INC. *
TOKE OIL AND GAS S.A. *
Plaintiffs, *
*
vs. * CASE NO. 3:18-cv-01466-MCR-MJF
*
MARC M. MOSZKOWSKI , *
Defendant. *

DEFENDANT'S ANSWER AND COUNTER-CLAIM

COMES NOW, Defendant Marc M. Moszkowski, by and through undersigned counsel, and pursuant to Federal Rule of Civil Procedure 8, submits the following Answer and Counterclaim:

ANSWER

JURISDICTION AND THE PARTIES

1. Defendant admits DeepGulf, Inc. is a Florida corporation established in Escambia County, Florida, but he is unable to admit or deny whether it is currently doing business, and therefore whether or not it has a principal place of business, and if so, if that principal place of business is in Escambia County Florida.
2. Defendant admits DeepGulf has done business in pipeline handling and transportation of hydrocarbons which includes



energy transportation, but the remainder of this allegation is denied and strict proof demanded thereof.

3. Defendant admits Toke Oil & Gas S.A. was an entity domiciled in East Timor, and Defendant acknowledges certain steps were taken by DeepGulf, Inc. to purchase Toke Oil & Gas S.A., but the balance of the allegations of this paragraph are denied and strict proof demanded thereof.

4. Admitted.

5. Admitted.

6. Defendant admits that he resided in Escambia County, Florida for certain periods since the creation of Deep Gulf, Inc., but he is not an American citizen, and for reasons related to some extent to the matters of this lawsuit, he no longer has a visa allowing residence in the United States.

7. Admitted.

8. Defendant admits that the document referenced dated 1 December 2004 relates to the powers and authorities of DeepGulf's officers, but denies that any of those powers or authorities were removed from him lawfully, pursuant to a

meeting held 26 December 2017 or otherwise. Any allegations to the contrary are denied and strict proof demanded thereof.

9. Admitted.

COUNT I- INJUNCTIVE RELIEF-

INTELLECTUAL PROPERTY AND DEVELOPMENTS
AND BUSINESS OPPORTUNITY

10. Defendant reincorporates his responses to Paragraphs 1 through 9 as if fully set out herein.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. (a) Patent number 446792 as defined in this subsection was filed prior to the execution to the agreement described in Paragraph 11 (eleven) above and attached to the Complaint as Exhibit "A". ???

(b) Defendant admits the information set out in this subsection is correct.

(c) Defendant admits the information set out in this subparagraph is correct.

(d) Defendant admits the information set out in this subparagraph is correct.

(e) Publication number 20060130729 was filed 20 December 2004, per (iv) of this subparagraph preexisted the execution of the agreement identified in Paragraph 11 (eleven) above and attached to the Complaint as Exhibit "A".

(f) The allegations in this subparagraph are denied and strict proof demanded thereof.

17. Defendant admits the allegations of this Paragraph as limited or explained in Paragraph 16 (sixteen) above or in the alternative as may be limited to interpretation and enforcement pursuant to the affirmative defenses set out below.

18. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

19. Defendant admits that he communicated with the indication "Commercial In Confidence" clearly indicated on the communications in question, and admits that this was the proper terminology to indicate proprietary and confidential content.

Defendant denies that Plaintiff has any right to injunction or the return of any of the described property, and demands strict proof in support of any such relief.

COUNT II- BREACH OF NON-COMPETITION AGREEMENT

20. Defendant realleges his responses to Paragraphs 1 through 9 as clarified and addressed in Paragraphs 11 through 20 as if fully set out herein.
21. Admitted.
22. Admitted.
23. Admitted.
24. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
25. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
26. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
27. Admitted.

Defendant denies that Plaintiff is entitled to any injunction or the return of any of the described property, and demands strict proof in support of any such relief.

COUNT III- CIVIL THEFT

28. Defendant denies he is in violation of Section 772.11 Florida Statutes.

29. Defendant adopts the responses to Paragraphs 1 through 9, and Paragraphs 11 through 19, and Paragraphs 21 through 27, insofar as they address or explain any of the prior responses as if set out in full herein.

30. Admitted.

31. Admitted.

32. Defendant is unable to admit or deny the allegations in this Paragraph, therefore they are denied.

33. Defendant admits he traveled to East Timor but denies all other allegations in this Paragraph and demands strict proof thereof.

34. Admitted.

35. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

36. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
37. Defendant admits the first two sentences in this Paragraph. The third sentence is denied and strict proof is demanded thereof.
38. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
39. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
40. Admitted.
41. Admitted.
42. Defendant admits he told the Board of DeepGulf that he was holding an interest in Toke Oil and Gas S.A. in his name for the benefit of DeepGulf, and that it would have been reckless to hold that interest in DeepGulf's name. All other allegations in this Paragraph are denied and strict proof is demanded thereof.
43. Toke Oil and Gas S.A. completed three (3) contracts, with the last project completed in May 2012. The other allegations in this Paragraph are denied and strict proof is demanded thereof.

44. Defendant admits certain monies were allocated to directors salaries, including payment to himself, as a director of Toke Oil and Gas S.A., but denies the remaining allegations in this Paragraph and demands strict proof thereof.
45. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
46. Defendant denies the allegations in this Paragraph and demands strict proof thereof,
47. Defendant denies the allegations in this Paragraph and demands strict proof thereof.
48. Defendant admits Plaintiff made certain demands, but denies that they meet the statutory requirements, or that this Defendant has committed any wrong under this Florida Statute Section or under Florida law.
49. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

Defendant demands an award reasonable attorney's fees and costs in that this Count is without substantial fact or legal support.

COUNT IV- CIVIL THEFT

50. This Paragraph does not require an admission or denial by this Defendant.

51. Defendant realleges Paragraphs 1 through 9, and Paragraphs 11 through 17, Paragraphs 21 through 27, and Paragraphs 30 through 49, insofar as they address or explain any of the prior responses as if set out in full herein.

52. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

53. Defendant admits Plaintiff made certain demands, but denies that they meet the statutory requirements, or that this Defendant has committed any wrong under this Florida Statute Section or under Florida law.

54. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

Defendant demands an award reasonable attorney's fees and costs in that this Count is without substantial fact or legal support.

COUNT V- CONVERSION

55. This Paragraph does not require an admission or denial by this Defendant.

56. Defendant realleges Paragraphs 1 through 9, and Paragraphs 11 through 17, Paragraphs 21 through 27, Paragraphs 30 through 49, and Paragraphs 52 through 54, insofar as they address or explain any of the prior responses as if set out in full herein.

57. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

58. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

COUNT VI- CONVERSION

59. This Paragraph does not require an admission or denial by this Defendant.

60. Defendant realleges Paragraphs 1 through 9, and Paragraphs 11 through 17, Paragraphs 21 through 27, Paragraphs 30 through 49, Paragraphs 52 through 54, and Paragraphs 57 through 58, insofar as they address or explain any of the prior responses as if set out in full herein.

61. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

62. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

COUNT VII- FRAUDULENT MISREPRESENTATION

63. Defendant realleges Paragraphs 1 through 9, and Paragraphs 11 through 17, Paragraphs 21 through 27, Paragraphs 30 through 49, Paragraphs 52 through 54, Paragraphs 57 through 58, and Paragraphs 61 through 62, insofar as they address or explain any of the prior responses as if set out in full herein.

64. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

65. Defendant denies the first sentence in this Paragraph, and admits the second and third sentences.

66. Admitted.

67. Defendant admits he was involved in the preparation of the PPM, but denies all other allegations in this Paragraph and demands strict proof thereof.

68. Admitted.

69. Admitted.

70. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

71. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

72. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

73. Admitted.

74. Admitted.

75. Admitted.

76. Admitted.

77. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

78. Admitted.

79. Defendant admits thirty-three (33) percent of Toke Oil and Gas S.A. was purchased by DeepGulf, Inc. from Vincente Ximenes on or about August 12, 2010, and that this Defendant participated in the communication that led to this transaction. All other

allegations contained in this Paragraph are denied and strict proof is demanded thereof.

80. Defendant admits there was an agreement to purchase an additional thirty-three (33) percent of Toke Oil and Gas S.A. from Vincente Ximenes on or about May 25, 2012, and that he participated in the communication concerning this purchase. All other allegations contained in this Paragraph are denied and strict proof is demanded thereof.

81. Defendant admits that thirty-three (33) percent of Toke Oil and Gas S.A. was purchased from this Defendant on or about 25 May 2012, but denies all other allegations in this Paragraph and demands strict proof thereof.

82. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

83. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

84. Defendant cannot admit or deny whether DeepGulf, Inc. has the right to the records of Toke Oil and Gas S.A. considering "records" are not sufficiently defined in this Paragraph. All other

allegations in this Paragraph are denied and strict proof is demanded thereof.

85. Defendant denies the allegations in this Paragraph and demands strict proof thereof,

86. Defendant is unable to admit or deny whether the purchase of Toke Oil and Gas S.A. shares was completed by DeepGulf, Inc. and therefore demands strict proof of the allegations contained within this Paragraph.

87. Defendant is unable to admit or deny the allegations in this Paragraph as it does not specifically define the documents at issue, or the entity to which Plaintiffs refer. Therefore, this Paragraph is denied and strict proof is demanded thereof.

88. Defendant is unable to admit or deny the allegations in this Paragraph in that it does not specifically define the documents at issue. Therefore, this Paragraph is denied and strict proof is demanded thereof.

89. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

90. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

91. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

COUNT VIII-DECLARATORY RELIEF

92. Defendant realleges Paragraphs 1 through 9, and Paragraphs 11 through 17, Paragraphs 21 through 27, Paragraphs 30 through 49, Paragraphs 52 through 54, Paragraphs 57 through 58, Paragraphs 61 through 62, and Paragraphs 64 through 91, insofar as they address or explain any of the prior responses as if set out in full herein.

93. Defendant denies the allegations in this Paragraph and demands strict proof thereof.

94. Defendant is unable to admit or deny the allegations contained in this Paragraph. As such, Defendant denies the allegations in this Paragraph and demands strict proof thereof.

COUNT IX-ACCOUNTING

95. Defendant realleges Paragraphs 1 through 9, and Paragraphs 11 through 17, Paragraphs 21 through 27, Paragraphs 30 through 49,

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Paragraphs 52 through 54, Paragraphs 57 through 58, Paragraphs 61 through 62, Paragraphs 64 through 91, and Paragraphs 93 through 94, insofar as they address or explain any of the prior responses as if set out in full herein.

96. Admitted.

97. Defendant acknowledges he has certain legal duties and responsibilities to the Plaintiffs. All other allegations in this Paragraph are denied and strict proof is demanded thereof.

98. Defendant requests the application of Florida Law and Equity be applied equal to all parties in this matter, and in turn requests an accounting from the Plaintiffs and the relief as requested by the Plaintiffs as requested in this Count.

AFFIRMATIVE DEFENSES

As affirmative defenses, Defendant would assert duress, estoppel, failure of consideration, fraud, illegality, laches, license, that each cause of action, claim, and item of damages did not accrue within the time prescribed by law for them before this action was brought (statute of limitations), waiver, and failure or lack of standing by these Plaintiffs to bring this cause against this Defendant.

COUNTER-CLAIM OF MARC M. MOSZKOWSKI

COUNT I: ACCOUNTING

1. This is an action for an accounting.
2. Counter-Claimant is a stockholder, and officer of the Plaintiff/Counter-Defendant entities.
3. Florida law and equity requires Plaintiff/ Counter-Defendants to account for their use of their assets to the Counter-Claimant.

WHEREFORE, Defendant/Counter-Claimant demands judgment for an accounting of all of the Plaintiffs/Counter-Defendants assets and a lien against those assets for any judgment of amounts owed Counter-Claimant by Counter-Defendants plus attorney's fees and interest and any other relief that the trier of fact deems appropriate.

COUNT II: BREACH OF CONTRACT

4. Plaintiffs/Counter-Defendants and Defendant/Counter-Claimant entered into multiple contracts wherein Defendant/Counter-Claimant agreed to perform certain work for Plaintiffs in exchange for reasonable compensation.
5. Plaintiffs breached these agreements in that they have failed to compensate your Defendant as agreed.

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6. As a consequence of Plaintiffs/ Counter-Defendants' breach, Defendant/Counter-Plaintiff suffered damages.

WHEREFORE, based on the foregoing, the Counter-Claimant demands judgment against the Plaintiffs/ Counter-Defendants for breach of contract in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

COUNT III: WORK AND LABOR DONE

7. Defendant/Counter-Claimant claims, of the Plaintiffs/Counter-Defendants, sums due for work and labor done.

WHEREFORE, based on the foregoing, the Counter-Claimant demands judgment against the Plaintiffs/ Counter-Defendants for work and labor done in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

COUNT IV: BREACH OF CONTRACT

8. Plaintiffs/Counter-Defendants and Defendant/Counter-Claimant entered into an agreement whereby Plaintiffs/Counter-Defendants agreed to take all necessary and reasonable steps to obtain a permanent resident visa for the Defendant/Counter-Claimant.

9. Plaintiffs/Counter-Defendants breached said agreement in that they

failed to obtain the permanent resident visa for the Defendant/Counter-Plaintiff.

10. Counter-Claimant suffered actual injury in loss of income and other

damages as a result of Plaintiff/ Counter-Defendant's breach.

WHEREFORE, based on the foregoing, the Counter-Claimant demands judgment against the Plaintiffs/ Counter-Defendants for breach of contract in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

COUNT V: FRAUD BASED ON PROMISE TO PAY

11. On a series of occasions between 2008 and 2017, Plaintiffs/Counter-

Defendants made certain assurances to Defendant/Counter-Plaintiff concerning compensation.

12. On all of those occasions, Plaintiffs/Counter-Defendants

represented to Defendant/Counter-Claimant that he would receive compensation for his work and contribution to the Plaintiffs/Counter-Defendants.

13. Said representations were false and Plaintiffs/ Counter-Defendants

knew or should have known those representations were false.

14. Plaintiffs/ Counter-Defendants intended for Defendant/Counter-
Claimant to rely on said representations and induced
Defendant/Counter-Plaintiff to rely thereon.

15. Counter-Claimant believed said representations and promises and
relied on them justifiably,

16. On or about 10 February 2017, Counter-Claimant discovered said
fraud.

17. As a proximate result of said fraud, the Defendant/Counter-
Claimant was caused to incur substantial financial and emotional
distress.

18. Counter-Claimant would assert compensatory and punitive
damages against Plaintiffs/Counter-Defendants based on the
intentional and/or reckless nature of their conduct.

WHEREFORE, based on the foregoing, the Counter-Claimant demands
judgment against the Plaintiffs/ Counter-Defendants for fraud based on
promise to pay in an amount to be determined by the trier of fact, in excess of
the jurisdictional minimum of this Court, plus costs.

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COUNT VI: FRAUDULENT MISREPRESENTATION

19. On a series of occasions between 2008 and 2017, Plaintiffs/Counter-Defendants made certain assurances to Defendant/Counter-Plaintiff concerning his immigration status.
20. On those occasions, and all times relevant thereto, Plaintiffs/Counter-Defendants represented to that they were attempting to obtain a permanent resident visa for Counter-claimant.
21. Said representations were false and Plaintiffs/Counter-Defendants knew or should have known they were false.
22. Plaintiffs/ Counter-Defendants intended for Defendant/Counter-Claimant to rely on said representations and induced Defendant/Counter-Claimant to rely thereon.
23. On or about 10 February 2017, Counter-Claimant discovered said fraud.
24. As a proximate result of said fraud, the Defendant/Counter-Claimant was caused to incur substantial financial and emotional distress.

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25. Counter-Claimant would assert compensatory and punitive damages against Plaintiffs/Counter-Defendants based on the intentional and/or reckless nature of their conduct.

WHEREFORE, based on the foregoing, the Counter-Claimant demands judgment against the Plaintiffs/ Counter-Defendants for fraudulent misrepresentation in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

Respectfully submitted this 15th day of April 2019.

s/ Mary Allie E. Boller
MARY ALLIE E. BOLLER
Florida Bar No. 0111906
Thomas R. Boller, P.C.
150 Government Street, Suite 1001
Mobile, Alabama 36602
Telephone: (251) 433-2133
Facsimile: (251) 433-2135
Attorneys for Defendants
allie@bollerlawfirm.com

s/ Thomas R. Boller
THOMAS R. BOLLER
Thomas R. Boller, P.C.
150 Government Street, Suite 1001
Mobile, Alabama 36602
Telephone: (251) 433-2133
Facsimile: (251) 433-2135
Attorneys for Defendants
tom@bollerlawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on 15 April 2019, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing all other counsel of record.

s/ Mary Allie E. Boller

MARY ALLIE E. BOLLER

~~Friday January 2018~~
12/1/2017

Beth,

Can we make some sort of entry into DG books for the following?

In January 2015 in a DeepGulf Board meeting Marc brought up, for the first time, that he wanted to be reimbursed for monies he spent during the startup phase of DeepGulf, 10 years earlier, including money he spent to travel to Timor and other expenses. This was the first time I and the board had heard anything about it. I pressed him and asked him if he was making a claim, he demurred.

I told him that if he is making a claim he has to submit a detailed report with receipts so we could book the expense. No receipts have ever been submitted, so I have not booked the expense. However he continues to claim the company owes him this money.

I have told him that I would enter his claim in the books if he would provide amounts and broad general categories. I also told him (Nov 27, 2017 9:22 AM email) that I would be recording in the books that he is making a claim. Recording the claim does not challenge the validity of his claim nor is it acceptance that his claim is valid but only that the claim exists.

Acceptance or challenge will happen after he submits the claim with documentation and then it will be evaluated and approved or rejected by the board.

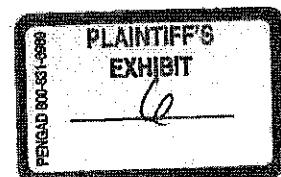
See the following emails where he has stated the amounts and purposes. See highlighted text.

Paragraph 2 of his email appears that he wants the company to reduce DG revenue for a consulting project that he previously had DG bill and book as DeepGulf revenue and pay the money to him.

I make no comment on the validity of these claims at this time, only that he makes them.

Best

Rus



34-35-36

Rus Howard

From: Rus Howard
Sent: Thursday, November 30, 2017 10:25 AM
To: 'm.moszkowski@deepgulf.net'
Subject: RE: credit for amounts spent

Ok will record it as you stated.

Rus

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Thursday, November 30, 2017 9:33 AM
To: wblottjr@gmail.com
Cc: Rus Howard
Subject: RE: credit for amounts spent

Rus knows the answer to his first question. If the initial phase was "more than 2.5 years" (which we all understand could be a million years or even a billion years) and led to the first contract, which was signed in March 2008, and since the company was incorporated in the spring of 2005, was the initial phase pre-, or post-incorporation? Guess. It was post-incorporation of course.

Regarding the splitting of expenses, it is quite understandable that it will take me quite some time to do it comprehensively, since the events occurred a decade ago. I would arbitrarily put 70,000 for the per-diem, whatever the tax consequence is, and 30,000 for expenses.

Ouch! What has Rus prepared for me this time? Beware of the big trap, Marc!

M

From: Rus Howard [mailto:russ@holdq.com]
Sent: Thursday, November 30, 2017 9:12 AM
To: m.moszkowski@deepgulf.net; wblottjr@gmail.com
Subject: RE: credit for amounts spent

Hmm

It was a simple question:

"Is any of this claim for reimbursement of monies spent prior to incorporation?"

A simple "yes" with an amount or a simple "no" would enable me to record claim amounts correctly. However, since you are unwilling to provide a simple response to a valid question, and because you used the phrase "Initial phase of self-financing" which is not a phrase or term commonly used in business nor does it refer to a specific period of time and could easily include a time period prior to incorporation, I will ASSUME that you mean that it was post-incorporation. Nothing in your original email enables me to be certain that it or part of it was or was not pre-

incorporation, and since your response to my request for clarification is to resend the original cryptic email, I will proceed with my assumption as stated.

In paragraph 1 of your email you claim 100,000 that includes reimbursable expenses and per-diem/compensatory expense. Because these have completely different procedures for both accounting and tax, please separate this total into at least these two categories or I cannot record the claim correctly. If you are unwilling to respond to this simple request for clarification, I will arbitrarily split the claim and record them as 50,000 for reimbursement of expenditures and 50,000 for per-diem or compensation. This may make it difficult for you to justify the amounts in the future.

Sincere Regards

Rus

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Monday, November 27, 2017 9:57 AM
To: wblottjr@gmail.com
Cc: Rus Howard
Subject: RE: credit for amounts spent

I thought my email was quite self-explanatory, and also quite detailed:

1. Initial phase of self-financing: more than two and a half years working on developing DeepGulf on no salary from DeepGulf while incurring all the costs myself, including the long trip to Timor that led to the first contract. Would a per-diem net of \$125 seem extravagant, including all expenses? That would amount to \$100,000 net. For reference, my per-diem as a consultant varied between \$1,000 and \$1,500 net after tax. There would be some tax implications here.
2. Second phase of self-financing: there was the time when I hired myself in France and in the Far-East to a French company, and had all the revenue paid to DeepGulf. Rus agreed at the time to consider this revenue as a loan that would be paid back to me whenever possible. That amounted to \$125,500.00.
3. There would be no income tax implication, since the income of a non-resident, non-immigrant foreign national working outside of the United States for foreign companies is not taxable in the U.S.]

Total due: \$225,500.00.

From: Rus Howard [mailto:rus@holdq.com]
Sent: Monday, November 27, 2017 9:22 AM
To: m.moszkowski@deepgulf.net; wblottjr@gmail.com
Subject: RE: credit for amounts spent

Explanation received.

Please note that I am recording on the books that you are making a claim. In order to do that, and without challenge nor acceptance, I need to be clear about the purpose/classification of the claims are even if no detail is available at this time. To that end, please do not interpret the questions below as a challenge of their validity.

For clarification:

Is any of this claim for reimbursement of monies spent prior to incorporation? Note: pre-incorporation expenses are handled differently than post-incorporation. If anything is pre-incorporation then it must be separated out. A total or even an estimate would be OK at this time. Eventually I will need a detailed explanation to justify a pre-incorporation expense.

For anything that is post incorporation, it must be separated or classified. For example, the classifications or purposes you mentioned are handled dramatically differently. You have stated there are tax implications, and I restate with emphasis: there are significant and dramatically different tax implications. One reduces our tax liability and the other would increase our taxes/deductions owed.

So please separate or classify: what is the total claimed for reimbursement of monies spent and the purpose(s), and what is the total for monies that are claimed for compensation or per-diem? Estimates are OK if exact amounts are not readily available at this time.

Regards
Rus

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, November 25, 2017 6:48 AM
To: wblottjr@gmail.com
Cc: Rus Howard
Subject: FW: credit for amounts spent

1. Initial phase of self-financing: more than two and a half years working on developing DeepGulf on no salary from DeepGulf while incurring all the costs myself, including the long trip to Timor that led to the first contract. Would a per-diem net of \$125 seem extravagant, including all expenses? That would amount to \$100,000 net. For reference, my per-diem as a consultant varied between \$1,000 and \$1,500 net after tax. There would be some tax implications here.
2. Second phase of self-financing: there was the time when I hired myself in France and in the Far-East to a French company, and had all the revenue paid to DeepGulf. Rus agreed at the time to consider this revenue as a loan that would be paid back to me whenever possible. That amounted to \$125,500.00.
3. There would be no income tax implication, since the income of a non-resident, non-immigrant foreign national working outside of the United States for foreign companies is not taxable in the U.S.

Total due: \$225,500.00.

M

From: Rus Howard [mailto:rus@holdg.com]
Sent: Friday, November 24, 2017 6:58 PM
To: m.moszkowski@deepgulf.net; wblottjr@gmail.com
Subject: RE: credit for amounts spent

Well, no matter how you interpret what was said, or whether you or I want to retract or modify what we said, how can I put it on the books without having a specific number? Despite many requests for you to provide the receipts, the receipts have not been received. It is not good practice to record expenses for amounts that are unknown. It is difficult to record an entry that says we owe ___ something, but we are not sure what the amount is, nor the purpose/classification of the expenditure. Meals are treated differently than supplies, travel is also different, as is entertainment etc. These classifications are treated one way for FASB and differently for tax purposes. Expenses relating directly to a sale are matched to a sale or a project, etc. I assume that the 200,000 is an estimate or rounded

number and is not exactly 200,000 and is a summation of various expenses incurred and was not a single expense for a single purpose.

So, I am saying that I will put it on the books, despite the fact that it not standard procedure, and that I will need specific breakdown of the general category of expenses and/or purposes of those expenses. Actually, as I think about this explanation what I meant to say that I will put it on the books as 200,000 with a note that reads: "on belief – explanation to be provided – estimated amount based on verbal claim from Marc" and that you will provide specific numbers and purposes so that we can properly classify and record them.

Regards

Rus

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Friday, November 24, 2017 9:15 AM
To: wblottjr@gmail.com
Cc: Rus Howard
Subject: RE: credit for amounts spent

Bill,

I discern a troubling interpretation of facts in Rus' email: why on Earth would I ever give up claiming the monies I injected into DeepGulf just because DeepGulf would pay me my past due salaries upon my securing an income myself? It does not make any sense. The past salaries are due no matter what. The idea could have been that I could possibly not claim the monies I injected in the company if the company paid me my past salaries out of Rus' financing effort, not out of the income I would create single-handedly. That would have been my way to reward Rus for his effort at the time; I don't need to reward him for my own efforts.

Was Rus expecting me to give this large personal gift to the company just out of a spirit of self-congratulation for being the only one to work for the company?

I don't know what Rus wrote down, but I certainly could not have meant it the way he writes it.

Additionally, it seems Rus could mean even something else when he writes that I "*would not claim the \$200,000 if DeepGulf paid him back salary ...*", which could mean that I would give up any claim the minute the company resumes paying my salary, without any mention of past unpaid salaries. This neither makes sense.

M

From: Rus Howard [mailto:rus@holdg.com]
Sent: Friday, November 24, 2017 8:33 AM
To: wblottjr@gmail.com; m.moszkowski@deepgulf.net
Subject: credit for amounts spent

Dear Marc and Bill,

Jan 15, 2016
should be

We have had much discussion about \$200,000 spent by Marc in the startup phase of DeepGulf. In these discussions we have heard Marc agree in the board meeting in January 2015 that he would not claim the \$200,000 if DeepGulf paid him back salary when he secures an income stream for the company. We have also heard me say that I would book the expense if Marc would provide the receipts so I know the correct amount to record.

I would like to put this issue to bed. Either way we should book the expense. Therefore, I will record the 200,000 as a provisional amount with a note that it will be revised as soon as Marc provides the corrected amount claimed rather than a number which appears to be a rounded estimate. No criticism is intended for use of a rounded number, I just need the correct amount and a breakdown of the categories/purpose into which I should book the expenses. The categorization is required because different types of expenses are handled differently for accounting and tax purposes.

Regards
Rus

Minutes of the
Special Meeting of Deep Gulf Board of Directors
15 January 2016

Directors Attending:

Marc Moszkowski

Tom McMillan II

Bill Lott, arrived late 10:42

Rus Howard

The meeting was called by Company President Marc Moszkowski.

Notice of meeting was sent by email to all members of the board on 1/13/2016 by Marc Moszkowski to which all members acknowledged receipt.

Rus welcomed everyone to the meeting.

The meeting was called to order at 9:44 pm.

The meeting was then turned over to Marc Moszkowski.

M Moszkowski reviewed status and progress on various projects and ventures, including potential JV Partners in Korea, status of EDTL project and politics in East Timor, and on the financial condition of the company and the need for funding. Rus expressed concern about reliability of information about happenings in Asia.

Some discussion was had about the nature and detail of the C-GAS Joint Venture including possible terms of agreement and potential margins for the JV partners.

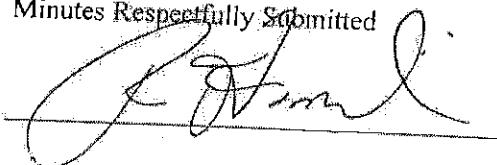
Marc asked about his salary and about unreimbursed expenses during startup including travel to Timor to secure the company's first contract. After some discussion he said he would not claim the pre-revenue expenses if the company would give him backpay for any unaccrued salary after the company secures revenue or investor capital. The Board agreed.

No resolutions were proposed.

Rus made a motion to adjourn the meeting, which was seconded by Bill Lott.

The meeting ended at 12:09 pm.

Minutes Respectfully Submitted



Board of Directors Meeting Minutes
DeepGulf, Inc.
February 4th, 2008

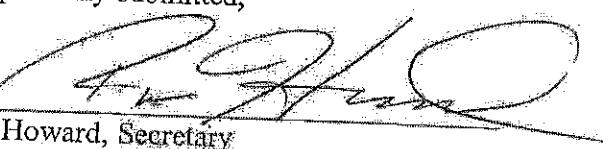
Meeting held at corporate offices at 700 S Palafox St. Pensacola, Florida.
Meeting called to order 2:05 PM by Rus Howard, Chairman of the Board.

In attendance: Rus Howard
Marc Moszkowski

Status of current operations were discussed, Marc gave information regarding the potential for pipeline operations in East Timor following his recent time spent researching the project. The Board learned that it would not be possible to do business in Timor as a US corporation. A resolution was passed to create a subsidiary company to be named Toke Petroleum.

Having no other business the meeting was adjourned at 5:00 PM.

Respectfully submitted,



Rus Howard, Secretary



Plaintiff's Exhibit 10

Rus Howard

From: m.moszkowski@deepgulf.net
Sent: Tuesday, February 06, 2018 9:19 AM
To: john.majeroni@realestate.gatech.edu; trishtaylor61@btinternet.com; quint@quintstudier.com; bradley.sally@gmail.com; phil.c.bradley@gmail.com; bradley.justin@gmail.com; daverumsey@gmail.com; Tjj757@live.com; Rus Howard; kennethapalmer@peoplepc.com; tjlugenbeel@gmail.com; robert.m.kelley@gmail.com; Tad Ihns; jgelsinon@gmail.com; aubrey.godfrey@gmail.com; Harveyjscott@gmail.com; aaronrosendds@gmail.com; funtanner@aol.com; lee8343@comcast.net; wblottjr@gmail.com; buckemerson@centerpin.com; AWard999@aol.com; Tom McMillan; chad.mcdaniel@hotmail.com
Subject: Response to the Howard-Johnson letter
Attachments: Response to the 180205 Howard-Johnson letter.pdf
Categories: Deep Gulf

Dear DeepGulf investors,

Please find attached my response to Messrs. Howard and Johnson's letter dated Feb. 5, 2018. Unfortunately, only 23 of you among 42 will receive this letter, since one address is incorrect and Mr. Howard continues to withhold the balance 19 from me, probably in an illegal manner.

Best regards,

Marc Moszkowski



#10

See my comments below, in the body of Messrs. Howard and Johnson's letter.

Marc Moszkowski

DeepGulf, Inc.
Board of Directors
February 5, 2018

Dear DeepGulf Shareholder,

The Board has decided to begin legal proceedings against Mr. Marc Moszkowski, President of DeepGulf. We believe we have no other choice given information recently discovered combined with Mr. Moszkowski's refusal to return to DeepGulf physical and intellectual property.

Marc Moszkowski – Mr. Howard has had Take's financial statements in hand since the end of 2010. The statements clearly and unequivocally refer to the directors' salaries. The figures in the statements have not changed since. It is unclear to which "information recently discovered" Mr. Howard is referring.

Although I understand the reference to "intellectual property", which is inseparable from the current dispute and DeepGulf's debt to me, I fail to understand to which "physical" property the letter refers.

We further apologize that the DeepGulf Board is unable to control Mr. Moszkowski and his unauthorized and misrepresentative emails.

Marc Moszkowski – The letter Messrs. Howard and Johnson just sent the shareholders is under a "Board of Directors" letterhead, despite the fact that a draft of that letter was not submitted to me as one of the three directors before it was sent, and that I had no knowledge of that letter whatsoever. As a consequence, the letter was written and sent by Messrs. Howard and Johnson in a personal capacity and it is intriguing that they should forbid me from communicating with the shareholders in a personal capacity when they are precisely communicating with the shareholders in a personal capacity. Furthermore, after Mr. Howard's coup to reduce the number of directors from 4 to 3 and his appointment of a director obviously biased about me, Mr. Howard has placed me in a position of permanent minority on the board of directors which in effect creates an autocratic imbalance and leaves me with no alternative but to write to the shareholders directly, lest I be totally gagged by the other two directors. To use one political analogy, although I do understand one of the two major parties is now in the legislative minority, to my understanding the minority is not forced by the majority to completely shut-up

during this legislature, and their voice is indeed still heard. The opposite would be called dictatorship.

We offer you the following report on action recently taken:

Background

In mid 2007, DeepGulf received an inquiry about its Ultra-deepwater J-Flex Pipelay system and the possibility of using it to lay pipe between Sunrise gas field and East Timor. Mr. Howard personally passed this inquiry on to Mr. Moszkowski.

Marc Moszkowski – I read this as an attempt by Mr. Howard to portray the 2007 inquiry as if it had been sent to him specifically and that he then passed it on to me. The reality is that the senders of the inquiry were interested in a technology I had developed and patented a few years earlier and they had found DeepGulf on a website owned, paid for, and developed by me personally. They had just pressed the “Contact us” button which sent an email to deepgulf@deep-gulf.com, and email account that was received on my computer, not Mr. Howard’s. The date was not “mid 2007”, but September 10, 2007. The sender was Graeme Mitaxa, and his inquiry was on Toke Consultants’ letterhead, while his email was on Toke Petroleum S.A.’s, which shows, if any additional proof were still required, that Toke preexisted my first trip to Timor. The next day, Mr. Mitaxa called the telephone number I had provided on the website and talked to Jamille Ellingson, one of Mr. Howard’s co-workers in his office. When apprised of the phone call I immediately wrote to Mr. Mitaxa and took charge of the flow of information.

In other words, it is inappropriate for Mr. Howard to state the he “personally passed this inquiry on to Mr. Moszkowski”.

In October 2007, the Board decided to dispatch Mr. Moszkowski to East Timor to investigate the opportunity. The Board also “agreed to pay all travel, lodging and associated expenses in order for Marc to carry out overseas operations required to secure future contracts.” (October 15, 2007 Board Minutes)

Marc Moszkowski – Since at the time the board was not paying me a salary, nor was it paying for my expenses, I personally made the decision to travel to East Timor, and the idea that I was “dispatched” is quite ludicrous. Although the board may have “agreed to pay all travel, lodging and associated expenses”, it did not. I had to expend the monies personally.

In February 2008 Board Meeting Mr. Moszkowski “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 Timor as a US corporation. Based upon this information, the Board acted and “A resolution was passed to create a subsidiary company to be named Toke Petroleum.” (February 2, 2008 Board Minutes)

Marc Moszkowski – This is an obviously untruthful statement, since we knew as early as September 2007 that Toke Petroleum already existed in East Timor, and that Mr. Mitaxa was its

President Director General. I did not write any minutes of board meetings myself, but it seems some of them could have been written a-posteriori and perhaps out of my presence.

In Timor, Mr. Moszkowski established a company called Toke Oil and Gas and made himself, rather than DeepGulf, an owner and the President Director General. The Board was led to believe he had established it in his name based upon the information he provided that 'it could not be owned by a US corporation'. The Board was led to believe that Mr. Moszkowski was holding it in his name for the benefit of DeepGulf.

Marc Moszkowski – I have explained elsewhere why it was absolutely not advisable, nor even possible, to establish Toke as a direct subsidiary of DeepGulf's, although it seems Messrs. Howard and Johnson have either not read my explanations, or haven't understood them. I could not have established Toke Oil and Gas myself, since I am not a Timorese citizen. The company existed before my arrival and of course I could not have "*made [my]self, rather than DeepGulf, an owner and the President Director General*", since it was the prerogative of the existing directors to appoint the President Director General and they appointed me as the replacement for Mr. Mitaxa who had just resigned over a political dispute with the Government. I continued corresponding with the gentleman for months afterwards. Incidentally, DeepGulf not being a person could not have been the President Director General.

As explained in thorough detail in other letters, I was indeed holding the interest in Toke in my name for the benefit of DeepGulf. It would have been reckless to hold that interest in DeepGulf's name.

Toke Oil and Gas completed \$14.9 million in contracts that ended in May 2012. During that time, Mr. Moszkowski distributed \$1.304 million in "Director Salaries". At the same time, Mr. Moszkowski was also receiving his full time DeepGulf salary. Mr. Moszkowski payed these Director Salaries without the knowledge and approval of the DeepGulf Board.

Marc Moszkowski – Messrs. Howard and Johnson need to explain for which absurd reason the payment of salaries to the foreign directors of an independent foreign company which predated my first trip to East Timor and was also DeepGulf's client should have required the "*approval of the DeepGulf Board*". Those salaries were not "*distributed*" by me in any way, but taken directly by the other directors. I personally postponed the salaries I received from Toke until two years later. For information, during that period the net "*full time*" salary I received from DeepGulf amounted to the equivalent hourly wage of \$10.30.

Mr. Moszkowski freely admits to distributing the funds. (*see attached - Moszkowski letter to Shareholders dated November 19, 2017 page 3 paragraph 3*). Mr. Moszkowski admits to taking \$345,000, and refuses to provide an accounting of the remaining \$959,000.

Marc Moszkowski – Although compensation is accurately described in my letter, the letter to which Messrs. Howard and Johnson are referring does not state that I distributed any fund myself. I have provided a full accounting for the \$959,000 expenditure to the DeepGulf director

who was sitting on the board before Mr. Johnson's appointment. To my knowledge he shared that information with Mr. Howard.

The Board has sought to uncover the details of all monies spent. In response, Mr. Moszkowski strenuously and repeatedly states that any and all records and documentation regarding Toke Oil and Gas are his, and his alone, despite DeepGulf's acquisition of Toke shares in May 2012.

Marc Moszkowski – Mr. Howard has accused me of embezzlement, before ever considering facts. I have been quite straightforward with the past director but refuse categorically to communicate with a man who has accused me of criminal activities without a shred of evidence.

Actions

The attached notices were sent to Mr. Moszkowski February 1, 2018 concerning civil theft of DeepGulf business opportunities. Mr. Moszkowski has 30 days to respond. His response will determine the next course of action.

Marc Moszkowski – I am now accused in writing and officially of "*civil theft of DeepGulf business opportunities*", and, as has been repeatedly observed from Mr. Howard's past accusations, again without a shred of evidence and in defiance of any decency or any common sense. The notices demand from me that I pay within 30 days the extraordinary combined amount of \$3,914,292.66 to the company. I consider the letters to be an egregious intimidation attempt and that their real purpose is no doubt to artificially offset the vast amounts the company owes me for the reimbursement of the cash I made available to the company and my unpaid salaries for the past five years.

Also, the Board has read his many recent letters to Shareholders and has sought to investigate his accusations, however Mr. Moszkowski refuses to provide documentation or evidence. DeepGulf records in our possession and documentation provided by Mr. Moszkowski to support his permanent visa application do not support his stories and have raised issues regarding Toke's timeline.

Marc Moszkowski – Messrs. Howard and Johnson need to explain in detail in which possible way a visa application prepared for and submitted to the U.S. immigration authorities by Mr. Howard himself could in any way affect my own description of the history of DeepGulf's activities.

Furthermore, it is mendacious on the part of Messrs. Howard and Johnson to state that I made any accusation. In contrast with Mr. Howard's usual conduct, I have only asked questions which to this day have been ignored by Messrs. Howard and Johnson, i.e.:

1. For what purpose exactly did Mr. Howard spend the \$1,250,000 of net cash flow and capital to which he was the only person to have access, at a time he claims he was not a corporate officer reporting to the president?
2. If he was not a corporate officer reporting to the president, in what capacity did he spend the money, and under whose supervision?
3. Furthermore, did he expend all the money, or is part of it in escrow, or invested somewhere?

Conclusion

While serving as DeepGulf's President and its Executive Officer, Mr. Moszkowski's primary responsibility was to secure a revenue stream for DeepGulf and was given the authority to do so. However, the Board believes that when presented with a lucrative opportunity, he structured the project to take the profits for himself, robbing critical funds needed to grow and develop DeepGulf.

Marc Moszkowski – Messrs. Howard and Johnson are again outrageously accusing me, this time of "*robbing critical funds needed to grow and develop DeepGulf*". It is particularly ironic to read that critical funds were needed to grow and develop the company, when at the same time the company has failed to pay me any salary for the past 5 years and on the contrary relied on the large cash injections I provided personally. When the two debts are combined, the company owes me to this day close to \$800,000 before interest. However, and notwithstanding the fact that the salaries paid to me in East Timor were rightfully disbursed for difficult and dangerous duties actually discharged in the field, it seems it was none of Messrs. Howard and Johnson's plans to use any additional cash flow to pay for the debt and unpaid salaries owed to the company's only operational cash flow producing employee. Hence a legitimate question: assuming additional cash flow had been released to DeepGulf, for which purpose did Messrs. Howard and Johnson plan to expend it, if not for unpaid salaries and debt to the only operational employee?

In accordance to my duties, I did indeed secure a revenue stream to DeepGulf, in an amount probably in excess of \$600,000, according to revised data, after all my DeepGulf expenses and DeepGulf salaries had been paid. If to this amount is added the capital of \$756,000, the total monies expended by Mr. Howard reached in fact more than \$1,356,000 while all my personal expenses and salaries to find and negotiate the projects and actually run them, devise all the technologies required for future developments, and defend the company in the numerous legal disputes along the way was under a million. Mr. Howard never had any operational position. Mr. Howard continues to ignore my inquiries about his expenses.

The suggestion that I "*structured the project to take the profits for [my]self*" is either insane or silly, since Toke existed a long time before its President Director General contacted me, for one thing, and, for another, I postponed all salaries paid to me by Toke until more than two years after the first contract was signed.

If you have questions or comments, please feel free to contact us.

Marc Moszkowski – I do have a question indeed: if they have any concern for what happened to their investment, will the shareholders continue to side with Messrs. Howard and Johnson's senseless and absurd accusations, or will they open-mindedly heed my thoroughly documented calls to reason?

Best Regards

Rus Howard, Chairman, 850-377-1856

Thomas Johnson, Director, 850-712-9095

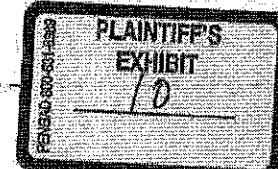
a Employee's SSN 123-45-6789	b Employer identification number (EIN) 20-2250919	OMB No. 1545-0008			
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207	1 Wgs, tips, other compn 132000.00 4 SS tax withheld 6324.00 7 Social security tips 8 Allocated tips 10 Depdt care benefits 11 Nonqualified plans 13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	2 Fed inc tax withheld 29412.00 5 Medicare wages & tips 132000.00 6 Medicare tax withheld 1914.00 9 Advance EIC payment 12a 12b 12c 12d			
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502	Suff.	14 Other			
15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

QBMW2B2C 11/20/08

Form **W-2**
Wage and Tax Statement
2008

Copy B To Be Filed with Employee's FEDERAL Tax Return
This information is being furnished to the Internal Revenue Service.

Department of the Treasury - IRS



a Employee's SSN 123-45-6789	b Employer identification number (EIN) 20-2250919	OMB No. 1545-0008			
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207	1 Wgs, tips, other compn 132000.00 4 SS tax withheld 6324.00 7 Social security tips 8 Allocated tips 10 Depdt care benefits 11 Nonqualified plans 13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	2 Fed inc tax withheld 29412.00 5 Medicare wages & tips 132000.00 6 Medicare tax withheld 1914.00 9 Advance EIC payment 12a 12b 12c 12d			
d Control number	14 Other				
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502	Suff.				
15 State Employer's state ID No.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

QBMW2B2C 11/20/08

Form **W-2**
Wage and Tax Statement
2008

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return.

a Employee's SSN 123-45-6789	b Employer identification number (EIN) 20-2250919	OMB No. 1545-0008			
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207	This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.				
d Control No.	10 Depdt care benefits	11 Nonqualified plans			
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502	Suff.	13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>			
15 State Employer's state ID No.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

QBMW2B2C 11/20/08

Form **W-2**
Wage and Tax Statement
2008

Copy C For EMPLOYEE'S RECORDS.
(See Notice to Employee.)

a Employee's SSN 629-72-7315		b Employer identification number (EIN) 20-2250919			OMB No. 1645-0008	
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207		1 Wgs, tips, other compr 132000.00	2 Fed Inc tax withheld 29088.00	3 Social security wages 106800.00	Form W-2 Wage and Tax Statement 2009	
		4 SS tax withheld 6621.60	5 Medicare wages & tips 132000.00	6 Medicare tax withheld 1914.00		
		7 Social security tips	8 Allocated tips	9 Advance EIC payment		
d Control number		10 Depdt care benefits	11 Nonqualified plans	12a		
e Employee's name, address, and ZIP code Suff. MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502		13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other	12b		
15 State	Employer's state ID No.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

QBMW2B2C 08/19/09

a Employee's SSN 629-72-7315		b Employer identification number (EIN) 20-2250919			OMB No. 1545-0008	
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207		This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.			Form W-2 Wage and Tax Statement 2009	
		1 Wgs, tips, other compr 132000.00	2 Fed Inc tax withheld 29088.00	3 Social security wages 106800.00		
		4 SS tax withheld 6621.60	5 Medicare wages & tips 132000.00	6 Medicare tax withheld 1914.00		
		7 Social security tips	8 Allocated tips	9 Advance EIC payment		
d Control No.		10 Depdt care benefits	11 Nonqualified plans	12a		
e Employee's name, address, and ZIP code Suff. MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502		13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other	12b		
15 State	Employer's state ID No.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

Copy C For
EMPLOYEE'S
RECORDS.
(See Notice to
Employee.)

a Employee's SSN 629-72-7315	b Employer identification number (EIN) 20-2250919	OMB No. 1545-0008			
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207	1 Wgs, tips, other compn 132000.00 2 Fed inc tax withheld 29077.00 3 Social security wages 106800.00 4 SS tax withheld 6621.60 5 Medicare wages & tips 132000.00 6 Medicare tax withheld 1914.00 7 Social security tips 8 Allocated tips 9 Advance EIC payment	Form W-2 Wage and Tax Statement 2010			
d Control number	10 Depnt care benefits 11 Nonqualified plans 12a				
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502	Suff. 13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other 12b 12c 12d			
15 State Employer's state ID No.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

QBMW2B2C 10/14/10

QBMW2B2C 10/14/10

a Employee's SSN 629-72-7315	b Employer identification number (EIN) 20-2250919	OMB No. 1545-0008			
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207	This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.				
d Control No.	1 Wgs, tips, other compn 132000.00 2 Fed inc tax withheld 29077.00 3 Social security wages 106800.00 4 SS tax withheld 6621.60 5 Medicare wages & tips 132000.00 6 Medicare tax withheld 1914.00 7 Social security tips 8 Allocated tips 9 Advance EIC payment	10 Depnt care benefits 11 Nonqualified plans 12a			
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502	Suff. 13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other 12b 12c 12d			
15 State Employer's state ID No.	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

Copy C For
EMPLOYEE'S
RECORDS.
(See Notice to
Employee.)

QBMW2B2C 10/14/10

Form W-2
Wage and
Tax
Statement
2010

a Employee's SSN 629-72-7315		b Employer identification number (EIN) 20-2250919			OMB No. 1545-0008	
c Employer's name, address, and ZIP code DEEPGULF INC. PO BOX 207 PENSACOLA FL 32502-0207		1 Wgs, tips, other comp 132000.00	2 Fed inc tax withheld 28956.00	3 Social security wages 106800.00	Form W-2 Wage and Tax Statement 2011	
		4 SS tax withheld 4485.60	5 Medicare wages & tips 132000.00	6 Medicare tax withheld 1914.00		
		7 Social security tips	8 Allocated tips	9		
d Control number		10 Depndt care benefits	11 Nonqualified plans	12a		
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502		Suff. Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	13 14 Other	12b 12c 12d		
15 State	Employer's state ID number	16 State wages, tips, etc	17 State Income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

QBMW2B2C 09/09/11

Department of the Treasury — IRS

Copy B To Be Filed with Employee's FEDERAL Tax Return
This information is being furnished to the Internal Revenue Service.

a Employee's SSN 629-72-7315	b Employer identification number (EIN) 20-2253313	c DOLING T&S-1012 DEEPGULF INC. PO BOX 207 PENSACOLA FL 32591-0207
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.		
1 Wgs, tips, other compn 110000.00	2 Fed Inc Tax withheld 23960.00	3 Social security wages 110000.00
4 SS tax withheld 4620.00	5 Medicare wages & tips 110000.00	6 Medicare tax withheld 1595.00
7 Social security tips d Control No.	8 Allocated tips 10 Depndt care benefits 11 Nonqualified plans 12a	9 12b 12c 12d
e Employee's name, address, and ZIP code MARC MOSZKOWSKI 427 E ZARAGOZA ST PENSACOLA FL 32502	Suff. Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	13 14 Other 15 State Employer's state ID No. 16 State wages, tips, etc 17 State Income tax 18 Local wages, tips, etc 19 Local income tax 20 Locality name

Form: **W-2**
Wage and
Tax
Statement
2012

Copy C For
EMPLOYEE'S
RECORDS.
(See Notice to
Employee.)

Rus Howard

From: Rus Howard
Sent: Monday, July 31, 2017 9:00 AM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: RE: Project records

Marc,

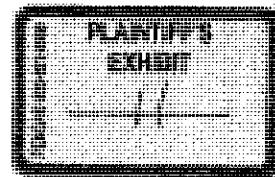
This is simple, do you submit to the boards authority, or do you remain in defiance? Provide the update on activities and progress that the board has demanded of you repeatedly over the past 8+ months. And provide the record of transactions for the projects that you managed as you are required to do. If you remain insubordinate, all your accusations and assertions about who you want to blame for your failure to successfully secure and income stream or raise money are irrelevant.

Further, as I have explained to you during the board meeting in January 2015 and on two other occasions in the past, if you want to make a claim for expenses you have incurred on behalf of the company, you must submit proper documentation, until you do they are not actionable. The company cannot do anything with vague and unsubstantiated claims.

Best Regards

Rus Howard
Chairman of the Board

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Sunday, July 30, 2017 3:09 AM
To: Rus Howard <rus@holdg.com>
Cc: wblottjr@gmail.com
Subject: RE: Project records



All you had to do if you had questions was to ask nicely and accept to answer mine. All you had to do if you had a real interest in the success of the company was to resolve not to all but abandon me and the company to our own devices after 2014, without any warning, and let the president literally starve until he was kicked out of the country thanks to your failure to procure funds and a residence visa.

For some reason you chose to go the rough way, and now pretend you assume improprieties on my part, strangely believing that I will be cowed into submission by your bullish methods.

Everything suggests that your real goal was, and is, to derail our partnership and destroy the business.

M

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, July 29, 2017 1:24 PM
To: 'Rus Howard'
Cc: wblottjr@gmail.com
Subject: RE: Project records

I see you continue to refuse discussing real topics candidly, preferring instead to focus grandiosely on a question of preeminence. Please be aware that I chose you as a business partner of at most equal standing, not as a boss, and that it is the structure you chose for this company that gave me one title and you the other.

Let me reassert a few points, already addressed in the past.

You bear full responsibility for the current dire situation, having failed in the tasks you had undertaken since 2005 as CFO and HRM. Not only did you fail in your responsibility to fund the company sufficiently, either because of inaction, incompetence, or a deliberate plot on your part, but when you learned other people were supporting the company financially you refused to even consider a reward for their commitment afterwards. Additionally, your failure to secure a resident visa for me, despite your repeated assurances, results in my being denied to discharge my duties at the place of business of the company. I expect you to again deny you're holding the positions of CFO and HRM, despite the history of the company and the hundreds of emails and other messages that easily prove you were both the CFO and the HRM. Your claim that the board did not formally appoint you to those positions would only indicate you usurped them, but, no matter what, you have been holding those positions at least de-facto since 2005.

You have repeatedly proven since at least the end of 2014 your deliberate intention to torpedo this company, although in an undeclared way at first. Instead of focusing on the capacity for which I had chosen you as a partner, that of business administration, since you are an alumnus of an Ivy League school of business, you preferred to try to defraud me of a patent inventorship. When I refused vehemently to agree to your scheme, you converted into a personal enemy, instead of acknowledging your error, and have done everything in your power since to destroy me personally, and with me the company.

I will not allow your personal hatred and revengefulness to destroy me and this company. Don't count on me to help you achieve your goal of destruction.

You know the interest of the shareholders other than the founders is foremost in my mind, a fact I have asserted repeatedly in the past.

I remind you that the company owes me on this day the amount of \$687,000 before interest, for compensation of funds advanced to the company since at least 2007 and past due salaries since March 2013..

M

From: Rus Howard [mailto:rus@holdg.com]
Sent: Friday, July 28, 2017 7:27 PM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: RE: Project records

Your continued defiance is hereby noted. Please let me know if you change your mind.

Best Regards

Rus Howard
Chairman

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Friday, July 28, 2017 3:10 PM
To: Rus Howard <rus@holdg.com>
Cc: wblottjr@gmail.com
Subject: RE: Project records

I have repeatedly stated that I will not respond to threats and insults. Remove all the insults in your previous messages, including the last one, and I will consider responding to your queries, if and when you respond to mine.

Your suggestion that I should travel thousands of miles to Pensacola is quite unreasonable, since you know perfectly well that you failed to provide me with a visa to enter the United States professionally. Since you must know that I will not come, nor hire a representative just to look at records that you could easily email me, your suggestion that I should pay an auditor and "*any expenses incurred by the company to complete that audit*" is tantamount to refusing to let me see the records.

As far as I'm concerned, you know I have nothing to hide, since I apprised you systematically of all major expenses while the projects were developing, and I provided balance sheets and income statements in due time. Those documents were quite self-explanatory, and were thoroughly discussed with you at the time. I repeat emphatically that you know perfectly well I did not hide anything from you, nor tried to. Conveniently claiming years afterwards that I did, only after you had chosen unilaterally and without warning to abandon the common effort to develop this company and our relationship soured as a consequence, is a shocking insult to common sense.

I would appreciate if you refrained from the questionable strategy of accusing me of projection each time I mention an issue concerning you. Don't you think that although the stratagem is common in a third grade schoolyard, it is hardly appropriate between men in their sixties? I have seen you deflect issues successfully with a Los Angeles lawyer four years ago, by focusing on an irrelevant detail, and at the time I found your tactic of concentrating exclusively on his honorary title instead of any concrete issue quite amusing. I don't find it amusing anymore.

You should know by now that your deadlines and threats have no effect on me. If you want anything from me, please amend your attitude, and understand that as long as you will refuse to acknowledge that this conversation should go both ways, and politely so, I will not respond to any of your demands.

I was in the process of responding to your two emails of July 25th. Your last email forces me to suspend the responses. However, I want to stress again that whatever your evading manoeuvre, you have been the Chief Financial Officer and the Human Resources Manager for as long as 12 years, which is an easily demonstrable fact. As such, you must report to the president of the company, and, incidentally, stop defying him. Until you do, I won't be in a position to consider any of your demands positively.

M

From: Rus Howard [mailto:rus@holdg.com]
Sent: Friday, July 28, 2017 12:34 PM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: RE: Project records

To avoid misunderstanding about what I wrote in my email about corporate financial records:

You have requested to see the records several times. I have forwarded credit card statements when you requested them.

Further, you have again requested to see the company's financial records and imply some impropriety.

To be clear, DeepGulf financial records will be kept here at this office, as required. They nor copies of them will not be shipped to your location. On the other hand the financial records of our three project need to be kept at the corporate offices.

The records of every DeepGulf transaction executed by me, are open to you or to any board member here at the office. You may review them here. If you are unable to come here or if you choose not to come here to inspect, you may hire a reputable, accountant/auditor, acceptable to the company, to audit our records. Approval of such auditor will not be unreasonable withheld. If you do not know an accountant or auditor we can recommendation a list of reputable accounting or audit firms in our region that would be acceptable to the Board. If you choose to engage an auditor or an accountant to inspect our records, you will be required to pay all the expenses for that project (specifically the auditor and any expenses incurred by the company to complete that audit).

Again to be clear: I have nothing to hide and do not mind close scrutiny of any and every DeepGulf transaction that I have approved.

However, your email demonstrates your lack of knowledge of the fundamental principles that govern financial reporting responsibilities and duties, things you should know as President of the Company

I draw your attention to the fact that you have repeatedly represented to independent third parties (potential investors, collaborators, potential partners, investment bankers) that the three projects are in fact DeepGulf projects, stating them by name and date and declaring the revenue from each project, what was accomplished and what resources were used. These projects were incorporated into DeepGulf's consolidated financial statements based on summary data that you provided to the company.

The income from these projects were incorporated into DeepGulf's tax returns.

You have told the shareholders that they were DG projects.

You were the project leader and completed them while being paid by DeepGulf.

(There are more reasons but any one of the above is sufficient.)

Now you want to claim that they are not DeepGulf projects and that you have the right to withhold the financial information requested by the Board?

What are you hiding? The very fact that you have tried assert (using qualitative or weasel words) that you are not hiding anything tells us that you are hiding something. If you do not have anything to hide you will provide the records without delay or protest.

You have an absolute responsibility to provide this information and a reason does not exist the justifies withholding this information. These records do not belong to you. They belong to DeepGulf either directly or through its subsidiary, and you have no right to withhold.

I originally asked for the records from you because you requested financial information from me and implied impropriety. Based on your propensity to project your behavior/motivations, indicated that I should ask you to provide the records of financial transactions that you executed on behalf of DeepGulf and its subsidiaries. Your repeated refusal

to provide the records, indicates that you are hiding information, it also strengthens the Boards resolve to obtain and scrutinize those records.

As Chairman of DeepGulf Board of Directors, I hereby step up the previous request to a demand!

As Chairman of the Board I hereby demand that you immediately provide to the board the complete record of disbursements for the three projects in East Timor for which you were responsible and wherein you acted as the project manager, and controller and both approved and disbursed funds. While you may include the summary numbers that have been previously provided, this request is for the actual disbursement of all monies in connection with the above projects and includes to whom disbursed and for what purpose.

I strongly recommend that you cease to defy the Board.

~~Provide the records requested by DeepGulf's Board by August 10, 2017 or the board will meet to discuss disciplinary action.~~

Best Regards

Rus Howard
Chairman of the Board
DeepGulf Inc.

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, July 22, 2017 1:05 PM
To: Rus Howard <rus@holdg.com>
Cc: wblotti@gmail.com
Subject: RE: Project records

I think you perfectly know the answers to your queries, the documents I prepared for you a few years ago when DeepGulf acquired the foreign company being quite self-explanatory. Besides, I am not sure you are in any legal position to demand confidential records of a foreign company that was not bound to DeepGulf in any way at the time, except by a contract for services, for which DeepGulf was paid two thirds of the company's gross revenue before expenses. Do you also expect me to turn over to you confidential information I had access to while discharging my duties as project manager for my international oil and gas clients?

However, I was candid enough to inform you on an almost daily basis of the company's disbursements as they happened at the time. There was no secret of any kind in any of the company's expenditures, as far as you were concerned. Do you really believe it would be in my nature to conceal any major payment?

I remind you of the fact that DeepGulf owes me at the end of July, 2017, the amount of \$687,000 before interest, for compensation of funds advanced to the company and past due salaries.

I request you to immediately provide to the president of this company a complete detailed record of disbursements in connection with all salaries, employment contracts, rents, and other miscellaneous expenses, incurred by DeepGulf, Inc., since its founding in 2005, as well as all detailed credit card monthly reports.

M

From: Rus Howard [<mailto:rus@holdg.com>]
Sent: Monday, July 17, 2017 12:47 PM
To: m.moszkowski@deepgulf.net
Cc: wblotjr@gmail.com
Subject: Project records

Marc Moszkowski
President

Dear Marc,

Since you have ignored my previous requests for information that could have saved us money it makes me wonder why you refuse to comply. Therefore, I am making this request official.

As Chairman of the Board I hereby request that you immediately provide to the board the complete record of disbursements for the three projects in East Timor for which you were responsible and wherein you acted as the project manager, and controller and both approved and disbursed funds. While you may include the summary numbers that have been previously provided, this request is for the actual disbursement of all monies in connection with the above projects and includes to whom disbursed and for what purpose.

Best

Rus Howard
Chairman of the Board
DeepGulf Inc.

Executive Order on Salaries

Sept 28, 2012

Skype conversation

Rus and Marc

After lengthy discussion on how Israel must defend itself against Libya and the bomb and a few updates on status in Timor, I raised the issue of payroll and the lack of funds.

I told marc we are getting very low on funds. I told him that we can make the next payroll but I thought we should cease to pay payroll. He said he needed the money. I explained to him that if we accrue payroll and not pay it, but book the amount due as a debt we still must pay the taxes and it would soon consume all of our remaining funds.

I told him that we could pay him some of the money that the company owed him since there are no payroll taxes on repayment of debt. He was very happy to hear that.

We agreed to not accrue any further executive officer payroll till the company had funds to pay.

Also discussed travel plans to Dili on First of October.



Rus Howard

From: Bill Lott <wblottjr@gmail.com>
Sent: Tuesday, December 19, 2017 11:35 AM
To: Rus Howard
Cc: m.moszkowski@deepgulf.net; wblottjr@gmail.com
Subject: FW: 900K

345,000 pay taxes

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, December 16, 2017 10:48 AM
To: wblottjr@gmail.com
Subject: FW: 900K

Bill,

I read that Rus' email makes use of inflammatory and threatening vocabulary and syntax, probably in order to try to intimidate you.

I have addressed Rus' statements in the body of his email below, in maroon capital letters for clarity. However, since it seems Rus has not paid any attention whatsoever to my numerous former emails about the subject matter, the exercise may be somewhat futile.

Feel free to forward this message to Rus if you so decide.

M

PS: 9 hits from the Internal Revenue Service on DeepGulf's websites yesterday.

From: Bill Lott [mailto:wblottjr@gmail.com]
Sent: Thursday, December 7, 2017 5:38 PM
To: m.moszkowski@deepgulf.net
Subject: Fwd: 900K

Bill Lott
Lott Ship

Cel: 251-583-3150

Email: blott@lottship.com



Sent from my iPhone

Begin forwarded message:

From: Rus Howard <rus@holdg.com>
Date: December 7, 2017 at 17:28:18 CST
To: "wbloettir@gmail.com" <wbloettir@gmail.com>
Subject: RE: 900K

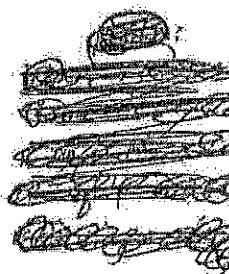
MM responses in ALL CAPS

In round numbers because I do not have them at my fingertips:

IN ADDRESSING SUCH SERIOUS ACCUSATIONS, RUS SHOULD HAVE THE EXACT NUMBERS AT HIS FINGERTIPS. ALL HE NEEDS TO DO IS READ THE LETTER WHICH HE QUOTES REPEATEDLY, AND THE NUMEROUS EMAILS I WROTE IN THE STRING BELOW.

1. Marc told you about 350K he took to pay inheritance taxes for LaVerdas, THE AMOUNT IS \$345,000. I USED THE COMPENSATION I RECEIVED FROM TOKE TO PAY FOR TAXES, ALTHOUGH I FAIL TO UNDERSTAND HOW WHAT I DO WITH MY SALARIES SHOULD BE ANY CONCERN OF RUS'. 345,000
Pay Taxes

THE NAME IS THRICE MISSPELT.

2. You told me that he took 350K and that it was profit of Toke (I think the phrase used was that the other two directors had told Marc he should get more profit than them)  IN THE FINANCIAL DOCUMENTS SENT TO RUS AS EARLY AS 7 YEARS AGO, AND ACKNOWLEDGED BY HIM, DIRECTORS' SALARIES, LIKE ALL OTHER EXPENSES EXCEPT PAYMENTS TO SUBCONTRACTORS, ARE DEDUCTED FROM GROSS PROFIT. THE OTHER DIRECTORS DID NOT TELL ME I SHOULD GET MORE THAN THEM. I GOT LESS THAN EACH INDIVIDUALLY.

3. When I pushed on the topic of profit, Marc then stated that the \$350K was in 'directors salaries'.

THESE EXPENSES ARE VERY CLEARLY STATED IN THE FINANCIAL REPORTS RECEIVED BY RUS AS EARLY AS 7 YEARS AGO AS "DIRECTORS SALARIES", WHICH WERE DEDUCTED FROM GROSS PROFIT, LIKE ALL OTHER EXPENSES EXCEPT PAYMENTS TO SUBCONTRACTORS.

4. Looking at Toke financial statements we see that about 1.2 mil was expensed by Toke as Directors Salaries over the relevant period of time.

THE EXACT FIGURE IS \$1,304,764.22. THE AMOUNT IS ALSO CLEARLY BROKEN DOWN IN THE LETTER TO THE SHAREHOLDERS.

5. Subtract 350K and it comes to about 960K. (see page 3 paragraph 3 of Presidents Letter to Shareholders)

IT IS A WEIRD IDEA TO SUBTRACT A NUMBER FROM THE SUM OF THAT NUMBER AND THE ONE YOU'RE LOOKING FOR. THAT NUMBER IS \$959,764.22,

AND IT IS CLEARLY STATED IN THE LETTER AND THE FINANCIAL DOCUMENTS RECEIVED BY RUS AS EARLY AS 7 YEARS AGO.

6. We have almost NO information about the 960K but we do know that there were 3 directors but that was reduced to 2 directors apparently in August of 2008 as per Marc's 'declaration'.

YOU HAVE EXACTLY THE SAME INFORMATION ABOUT THE LATTER AMOUNT AS YOU HAVE ABOUT THE COMPENSATION THAT WAS PAID TO MARC. SEE THE FINANCIAL DOCUMENTS SENT TO AND ACKNOWLEDGED BY RUS 7 YEARS AGO. IN ADDITION, I HAVE DISCUSSED THE DETAIL OF THOSE PAYMENTS WITH BILL.

THE DECLARATION DID NOT MENTION ANYTHING ABOUT THE NUMBER OF DIRECTORS. ACCORDING TO DOCUMENTS RECEIVED BY RUS IN OCTOBER 2010, GINO CEASED BEING A DIRECTOR WHEN HE SOLD HIS SHARES TO VINCE IN AUGUST 2010, NOT BEFORE. THIS WAS CLEARLY EXPLAINED IN A FORMER EMAIL THAT RUS APPARENTLY IGNORES.

7. We have an email from Marc that indicates Gino was paid 50K which leaves 910K unaccounted for.

YOU HAVE AN EMAIL BY MARC INDICATING THAT GINO WAS PAID \$50,000 IN 2010, WITHOUT ANY MENTION OF OTHER PERIODS. THE BALANCE IS ACCOUNTED FOR THE SAME WAY IT WAS ACCOUNTED FOR MARC. IT IS CLEARLY STATED IN MY LETTER TO THE SHAREHOLDERS. THIS I EXPLAINED IN FORMER EMAILS TO YOU, COPIED TO RUS. RUS APPARENTLY DOES NOT READ EMAILS.

8. We do not know where it went and Marc refuses to tell us.

RUS SHOULD KNOW WHERE IT WENT, SINCE MARC CLEARLY STATED THAT IT WENT JOINTLY TO GINO AND VINCE, BOTH IN THE LETTER AND IN NUMEROUS EMAILS IN THE STRING BELOW, WHICH I WOULD CHARACTERIZE AS THE OPPOSITE OF REFUSING TO TELL YOU AND RUS. MARC DISCUSSED WITH BILL THE MOST PROBABLE WAY THE AMOUNTS WERE SHARED BETWEEN GINO AND VINCE.

*Marc does
not tell us
who received
how much & when!
He keeps it to "private"*

Because of Marc's 'President's Letter to Shareholders' most of the shareholders now know that Marc took at least \$340,000 dollars. He told them so on page 3 paragraph 3 of said letter.

MARC RECEIVED \$345,000 IN SALARIES FROM TOKE FOR WORK DONE FOR TOKE. MARC DID NOT MAKE A SECRET OF IT, ESPECIALLY TO SHAREHOLDERS.

*Not disclosed
till Nov 2017*

Marc's letter also goes into detailed justification telling why he was entitled to the money and justified in taking the money. He does not, however mention the only legitimate reason whereby he can pay himself more than his salary or extract money out of a related party transaction – which would read something like:

'I disclosed ALL the details of the proposed transaction to the entire board including the fact that I would personally benefit from the transaction and how much I would benefit. The board met and discussed it outside of my presence and approved the transaction independent of me.' (BTW this is paraphrasing of the requirements of Florida Statutes Chapter 607 subsection 0901)

THE SALARY DEEPGULF PAID MARC DID NOT COVER THE WORK DONE BY MARC FOR TOKE, WHICH VERY WIDELY EXCEEDED THE SCOPE OF DEEPGULF'S. TOKE WAS NOT

RELATED TO DEEPGULF IN ANY WAY UNTIL OCTOBER 2010, WHEN DEEPGULF ACQUIRED 1/3 OF TOKE FOR \$1, AND 2012, WHEN DEEPGULF ACQUIRED ALL OF TOKE, AFTER TOKE HAD CEASED BEING ACTIVE.

RUS WAS NEVER A DIRECTOR OF TOKE. RUS CONTINUES TO CONSIDER THAT TOKE WAS DEEPGULF, WHEREAS TOKE WAS A DIFFERENT AND INDEPENDENT ENTITY.

MARC DID NOT RECEIVE HIS SALARY FROM A RELATED PARTY TRANSACTION WITH DEEPGULF, BUT DIRECTLY FROM TOKE. THE CONTRACT BETWEEN TOKE AND DEEPGULF WAS MORE THAN FULLY HONORED, DEEPGULF HAVING RECEIVED MORE IN THE END THAN WHAT IT WAS ENTITLED TO CONTRACTUALLY.

RUS MAKES IT SOUND AS IF MARC HAD SUBTRACTED MONEY FROM A TRANSACTION BETWEEN TOKE AND DEEPGULF, WHICH IS CONTRARY TO FACTS.

Marc's justifications in the President's Letter are a confession of guilt,

SINCE WHEN DOES THE STATEMENT OF FACTS IN ANY WAY EQUAL AN ADMISSION OF ANY GUILT?

We know that Marc was not authorized to take the money because we did not authorize it.

IT WAS TOKE'S DECISION TO PAY SALARIES, NOT RUS'. WHERE DOES RUS TAKE IT THAT HE HAD ANY RIGHT TO AUTHORIZE ANYTHING WITHIN TOKE? WAS RUS A DIRECTOR OF TOKE'S IN 2008, 2009, 2010, 2011, 2012? ACTUALLY, HE WAS NEVER A DIRECTOR EVEN AFTERWARDS, SINCE THE BOARD MEETING OF FEBRUARY 2013 HE MENTIONED IN ONE OF HIS EMAILS WAS NOT EVEN LEGAL ACCORDING TO TIMORESE LAW.

We did not even know about it till just over a month ago.

RUS RECEIVED THE FINANCIAL STATEMENTS FOR TOKE 7 YEARS AGO, IN WHICH THE SALARIES TO THE DIRECTORS ARE CLEARLY DESCRIBED AS SUCH. IT IS HARD TO BELIEVE THAT RUS SHOULD NOT HAVE KNOWN I WAS A DIRECTOR OF TOKE'S, SINCE I WAS OPENLY ITS PRESIDENT DIRECTOR GENERAL AND SIGNED ALL THE CONTRACTS WITH TOKE'S CLIENTS IN THAT CAPACITY.

Marc's letter, along with Toke Financial Statements and the lack of authorization, are the smoking gun you have been looking for.

AN IMAGE PROBABLY WORDED WITH INTIMIDATION IN MIND.

I STILL WONDER WHY IN THE 7 YEARS SINCE RUS RECEIVED TOKE'S FINANCIAL DOCUMENTS HE NEVER UTTERED A SINGLE REMARK UNTIL MID-2017.

RUS WAS NEVER A DIRECTOR OF TOKE'S, NOR WAS HE A MANAGER, NOR AN EMPLOYEE, SINCE HE WAS IN NO WAY ASSOCIATED WITH TOKE'S BUSINESS. HIS AUTHORIZATION REGARDING THE MANAGEMENT AND SALARIES OF TOKE IS IRRELEVANT. ADDITIONALLY, TOKE BECAME A FULL SUBSIDIARY OF DEEPGULF'S ONLY LONG AFTER THE LAST SALARY HAD BEEN PAID.

WE ALSO KNOW THAT THE ACTUAL REASONS RECOMMENDED BY RUS FOR DEEPGULF'S 2012 ACQUISITION OF THE THEN NEARLY DEFUNCT TOKE WERE

I did not know
Toke was defunct
or nearly so.

TO: 1. FACILITATE MARC'S GREEN CARD PETITION, AND 2. JUSTIFY THE PAYMENT TO VINCE OF \$20,000 IN CASH TO FUND HIS POLITICAL CAMPAIGN OF 2012.

His reason, as he has told us both, was not because he was authorized or granted a per diem or any other legitimate reason, he told us he took \$340,000 to pay his taxes and read to us the amount of each payment taken from Toke that went to pay his inheritance tax.

I FAIL TO COMPREHEND HOW THE USE AN EMPLOYEE MAKES OF HIS SALARY COULD BE ANY CONCERN OF RUS', PARTICULARLY AN EMPLOYEE OF ANOTHER COMPANY. THE FACT OF THE MATTER IS THAT I DID CONSIDERABLE WORK FOR TOKE, WHICH WAS CERTAINLY NOT WITHIN DEEPGULF'S SCOPE OF WORK, AND FOR THAT I RECEIVED A SALARY WHICH WAS THE LOWEST RECEIVED BY ANY OF THE THREE DIRECTORS. I REPORTED THOSE SALARIES TO RUS AS EARLY AS 7 YEARS AGO.

FURTHERMORE, AND INCIDENTALLY, IN ADDITION TO ALL OF THE ABOVE, SINCE MY NET DEEPGULF SALARY WAS \$85,000 A YEAR AND MY INHERITANCE TAX PAYMENTS WERE \$100,000 A YEAR (PLUS \$7,000 FOR LOCAL TAXES), IT IS HARD TO BELIEVE THAT RUS COULD PRETEND IN ANY WAY TODAY THAT HE DID NOT KNOW I RECEIVED A SALARY FROM TOKE. RUS KNEW THE SALARY DEEPGULF PAID ME, SINCE HE MADE THE WIRE TRANSFERS TO MY PERSONAL ACCOUNT, AND HE KNEW THE AMOUNT I PAID FOR TAXES SO INTIMATELY THAT HE EVEN ARRANGED IN JUNE 2013 FOR A \$50,000 LOAN TO PAY FOR THE LAST TWICE-ANNUAL INSTALLMENT (DUE SINCE NOVEMBER 2012), AT THE USURIOUS INTEREST RATE OF 17%.

It amazes me that he believes the justifications in his grandiloquent (whatever that word means) letter will be sustained and clear him of wrongdoing. They will not. They will fail. See Florida Statute named above.

DO I HAVE TO INFER THAT FLORIDA STATUTES APPLY TO THE INTERNAL MANAGEMENT OF AN INDEPENDENT EAST TIMORESE COMPANY TOO, FOR WORK DONE IN EAST TIMOR BY A NON-IMMIGRANT FOREIGN NATIONAL? I FAIL TO SEE THE WRONGDOING ASSOCIATED WITH BEING PAID COMPENSATION FOR WORK DONE.

FOR AN EXPLANATION OF A WORD, IF USING OUTLOOK, I SUGGEST TO RUS TO RIGHT-CLICK ON THE WORD AND SELECT THE "SYNONYMS" OPTION.

The board does not even need to address the question, did he embezzle the money? With his confession in the hands of our shareholders, it is now a given, even though he did not use the word embezzle. The question now is: How much did he embezzle?

THERE IS NO "CONFESSON" OF ANY KIND IN MY INFORMING THE SHAREHOLDERS OF THE EXACT SALARIES I RECEIVED FROM A FOREIGN THIRD PARTY COMPANY FOR WORK DONE OVERSEAS FOR THAT THIRD PARTY COMPANY.

If you look up embezzlement you will find phrases like:

- Theft or larceny of money or property
- by a person in a position of trust or responsibility over those assets
- typically a trusted employee
- corporate settings.
- takes advantage of an employer's trust for personal gain
- "white-collar crime"

- involves hiding or some sort of cover-up
- stealing money repeatedly over a period of time.
- over half of businesses don't recover the money taken
- often results in bankruptcy.

I TAKE NOTE THAT RUS SEEKS TO IMPLY THAT THE SALARIES I RECEIVED FROM A FOREIGN THIRD PARTY COMPANY FOR WORK DONE FOR THAT COMPANY OVERSEAS IS EQUIVALENT TO MY ILLEGALLY TAKING UNAUTHORIZED MONEY FROM DEEPGULF'S BANK ACCOUNTS. I ALSO TAKE NOTE OF THE WORDS "HIDING" AND "COVER-UP", WHEREAS THE ACTIVITIES OF THE FOREIGN COMPANY OVERSEAS WERE EXTENSIVELY DISCLOSED TO RUS SINCE 2008.

RUS SEEKS TO CONTINUE TO IGNORE DELIBERATELY THAT ANY COMPENSATION NOT RECEIVED BY ME FOR WORK DONE FOR TOKE WOULD HAVE GONE TO OTHER PARTIES, EITHER THE PRESIDENT DIRECTOR GENERAL GINO AND VINCE WOULD HAVE CHOSEN, OR DIRECTLY TO THEM. NO INFORMED OBSERVER WOULD PLAUSIBLY INFER THAT THE COMPENSATION NOT RECEIVED BY ME WOULD HAVE GONE TO DEEPGULF.

Which of these do not apply? I guess we are not in bankruptcy yet.

WE STILL DON'T KNOW HOW MUCH MONEY RUS TOOK FROM DEEPGULF IN PENSACOLA FOR HIS SALARIES, THOSE OF HIS SECRETARIES, AND FOR THE PAYMENT OF THE OFFICE LEASE, NOR THE NATURE OF THE WORK DONE FOR THE COMPANY IN EXCHANGE FOR THE SALARIES.

LASTLY, IT HAS BECOME CLEAR THAT RUS IS CONVENIENTLY USING HIS FALSE ACCUSATIONS IN ORDER TO FIND A JUSTIFICATION FOR NOT PAYING ME THE \$750,000 DEEPGULF CLEARLY OWES ME FOR PAST UNPAID SALARIES AND THE REIMBURSEMENT OF THE MONIES I INJECTED IN THE COMPANY.

HE ALSO CLEARLY USES HIS FALSE ACCUSATIONS TO DEFLECT MY OWN QUESTIONS ABOUT THE FUNDS HE TOOK FROM DEEPGULF ITSELF.

From: Bill Lott [<mailto:wblottjr@gmail.com>]
Sent: Thursday, December 07, 2017 9:32 AM
To: Rus Howard
Cc: wblottjr@gmail.com
Subject: 900K

Rus

"

The Board sets policy, elects officers, and most importantly represents the shareholders by providing oversight over the activities of the Executive Officer. We are doing our DUTY as we seek to find out what has happened to the corporations funds as there is very strong evidence that over 900,000 has not been properly accounted for. \$900.000 in cash for a young startup company is a lot of money to be missing and could have made a huge difference in our development. As we get closer to the truth, Marc is going to put up ever stronger resistance, which phenomenon we observe in his last email.

"

Please elaborate on the \$900,000 funds. This is a very serious allegation...

??

Bill

From: Rus Howard [mailto:rus@holdr.com]
Sent: Wednesday, December 06, 2017 10:47 AM
To: WBL <wblottr@gmail.com>
Subject: RE: Beltron

Hello Bill,

I have answered his questions, but Marc does not accept the answers because they do not conform to his erroneous assumptions about how corporations work.

The board sits in review of the Executive Officer. The Board does not review performance of any underling working under direction of the Executive Officer. The executive officer does not bring up for review the performance of any underling to the Board because the board does not review it. The board does not review because it cannot take action regarding the underling. The Executive Officer can reprimand or dismiss an underling for any appropriate reason.

It is within his authority to dismiss me from any role that is under his supervision. Each role is separate and distinct. For example: if I were the chief cook, Marc can reprimand me and even dismiss me for being a lousy cook, but that does not affect my role as a board member. If he has a problem in operations, he needs to fix it, not bother the board with an issue they can do nothing about.

I have requested of Marc in numerous emails to have a discussion about and define job descriptions, he has never responded.

Marc does not have the authority to name officers of the corporation but wants to infer that I was an officer because I performed certain tasks. If the board did not elect me to the officer position then I do not hold the position. The same goes for Marc, "inferring" me into the CFO position and himself into the CHIEF Executive Officer is usurpation of Board authority.

It is clear that Marc does not understand corporate governance. Further as I have sought many times to explain these things to him he gets angry and yells at me that I have to stop lecturing him or instructing him. Thus I no longer seek to correct his erroneous assumptions about corporations, corporate law, corporate governance etc.

Marc appears to be very upset that the board has authority over him and he resists it. The fact is, that we do have that authority and it is our duty to exercise that authority, and we can be held responsible if we do not. Marc seems to be really upset that he has NO authority over me. But the fact is, that he does not.

The Board sets policy, elects officers, and most importantly represents the shareholders by providing oversight over the activities of the Executive Officer. We are doing our DUTY as we seek to find out what has happened to the corporations funds as there is very strong evidence that over 900,000 has not been properly accounted for. \$900,000 in cash for a young startup company is a lot of money to be missing and could have made a huge difference in our development. As we get closer to the truth, Marc is going to put up ever stronger resistance, which phenomenon we observe in his last email.

The board has asked for a report on operations. He refuses to provide it. This board has NO clue what its executive officer is doing or has done over the past year. He refuses to tell me anything about status or progress. Has he reported activity or status to you? What kind of Board tolerates an Executive Officer that is unrepentantly insubordinate?

Rus

From: WBL [mailto:wblottir@gmail.com]
Sent: Tuesday, December 05, 2017 4:21 PM
To: m.moszkowski@deepgulf.net
Cc: Rus Howard
Subject: Re: Beltron

Rus,

Car to comment.... maybe answer Marc's questions?

Bill

Sent from my iPad

On Dec 5, 2017, at 1:58 PM, <m.moszkowski@deepgulf.net> <m.moszkowski@deepgulf.net> wrote:

See the dozens of emails exchanged within the last year. Questions about Rus' activities as an officer of the company, questions about the salaries paid to himself and his secretaries, questions about the duties relative to the salaries, questions about Rus' claims despite all the facts that he never was an officer of the company even when he was receiving a salary, questions about him having to report to the President as an officer of the company, questions about the office leases, etc. At least I have written to you and have endeavored to bring answers to his numerous questions. To this day, there has been not one answer from Rus. I tried the "conversation of equals" approach, which did not work. By that I meant: he talks to me, I talk to him; he doesn't talk to me, I don't talk to him.

M

From: WBL [<mailto:wblottjr@gmail.com>]
Sent: Tuesday, December 5, 2017 1:40 PM
To: m.moszkowski@deepgulf.net
Cc: Rus Howard; Bill Lott
Subject: Re: Beltron

M,

What questions has Rus not answered?

Someone is going to end up with egg on the face.

B

Sent from my iPad

On Dec 5, 2017, at 12:40 PM, <m.moszkowski@deepgulf.net>
<m.moszkowski@deepgulf.net> wrote:

Bill,

Rus is really a master at wasting our time. He so much wants to prove his fantasy conspiracy theory in order to save what is left of his reputation after he abandoned the company in 2014 that he would say anything to support it.

Rus should have understood by now that I make no secret about Toke and the monies received, as you well know, BUT I REFUSE TO COMMUNICATE WITH RUS AND GIVE HIM ANYTHING HE WANTS. Rus has consistently refused to answer my own questions about several issues, and I see no reason for me to answer his. This I have stated for nearly a year. In order to learn the realities of the business, Rus chose to accuse me first of wrongdoing, embezzlement, white collar crime, and so forth, BEFORE KNOWING THE FACTS. That's not how you get people to cooperate with you.

I am flabbergasted that Rus should not have understood by now that he, and he only, is the problem: he all but abandoned the company and its President and Chief Executive Officer at the end of 2014, he let other people fund me and the company's expenses for years afterwards, and he showed very little interest in the management of the company, that is until I told him that as a result of his unforgivable behavior I wanted him out. I still want him to give a large part of his shares to the people who proved their commitment to DeepGulf. I want him out as Chairman of the Board. I also want him out of the Board. I don't know how many times I will have to repeat that I will not cooperate with him after he showed his insulting nature. If he wants to help the company he needs to step down. I have told him for more than a year that he is the problem. I will communicate with any honest, unbiased, intelligent, professional, experienced individual, such as you, Bill, but I will not communicate with a person such as Rus. You know that I have been very forthcoming with you about facts, but I won't be with Rus.

I will however address the issues in Rus' unreasonable email, for your benefit, and I will later prepare a summary of all these nonsensical and accusatory emails from Rus for the benefit of the shareholders.

Firstly, DeepGulf has certainly no credible right whatsoever to question in 2017 the way Toke was managed in 2008, 2009, and 2010, before DeepGulf took an interest in Toke at the end of 2010. However, I have shown that I had no problem discussing these issues, BUT NOT WITH RUS.

The email I sent Rus is dated March 1, 2011. The financial documents I sent Rus date from October 23, 2010 for 2008 to 2010, and from May 25, 2012 for 2011. Rus had ample time to analyze the documents since and ask all the questions he

needed, but quite bizarrely chose not to, until the end of 2017, seven years later.

Irrespective of Rus' weird comments about Gino's not having access to DeepGulf's accounts (!), Gino Favaro did receive \$20,000 from Toke and then took another \$30,000, as I clearly stated in my email. This was in 2010, the last time Gino received any payment from Toke. I have no idea why I wrote that the payments could be considered as forgone revenue, but the reason could probably be found in a prior phone conversation in which Rus would have told me that was the way he wanted it to look in his financial records. Other than that, I don't see why the amounts should be regarded as forgone revenue for DeepGulf.

There was no indication in my email of the payments to Gino Favaro in 2008 and 2009. For some bizarre reason Rus seems to assume there was none.

The declaration Rus mentions was made on July 29, 2009 (Timor time). Rus has probably no clue about its background, so I will explain it: the declaration means that Gino was denied any professional activity in the projects after August 2008, when he chose not to take any part in the salvage of the stranded survey ship, flew to Australia with Vince, and left me to my own devices in a foreign country (not unlike Rus since 2014-2015). Vince came back a few days later and deeply apologized for having left. The declaration does not state anything about the salaries that Gino Favaro took from the company in 2008 and 2009. Remember that the arrangement for those salaries was made between Vince and Gino, and although Gino was discharged of professional functions, he still owned 1/3 of Toke after August 2008, and he still was a Director General, together with Vince, until mid-2010.

Bill, you know I have discussed with you what I think were the relative payments to Vince and Gino, and I don't see how and why I would have any interest in keeping them a secret. However, I learned to beware of Rus, and I still fail to see in which way the manner in which Vince and Gino chose to share their income (the total of which is clearly stated in previous documents), before DeepGulf bought 1/3 of Toke, could in any way be Rus' concern. It is not even mine, and I was the President Director General of Toke when the payments were made.

M

From: Rus Howard [<mailto:rus@holdg.com>]
Sent: Tuesday, December 5, 2017 10:08 AM
To: m.moszkowski@deepgulf.net; wblottjr@gmail.com
Subject: RE: Beltron

DeepGulf owns 100% of Toke, every asset, every piece of paper, and every bit and byte of information. Marc appears to be claiming that DeepGulf does not own all of Toke its wholly owned subsidiary. Marc appears to be saying that he has the right to withhold Deepgulf's property from DeepGulf. I have believe this position that he has taken to be a foolish strategy. I have told him repeatedly the reasons that it will not stand. However, Marc appears to be intent on asserting Toke Oil and Gas was independent of DeepGulf at the time and thus DeepGulf has no rights.

I am trying to determine how much was paid to Gino and to Vince as directors salaries.

I have the following email from Marc (see below) which indicates Gino was paid or took a total of \$50,000.

DeepGulf, Inc has not paid \$20,000 to Gino out of its DG checking account here in the US, so the \$20,000 must have come out of Toke. Further, Gino has never had access to DG accounts in the US so Gino must have taken the \$30,000 out of Toke. These amounts may likely be included in Directors Salaries. We know that Gino sold Toke to Vince for \$1, as per records of the sale provided by Marc.

If this is what Gino received (he took or was paid), then Vince must have been paid the remaining \$909,764.22 of the total Directors Salaries.

The relatively small sum of \$50,000 could be consistent with Marc's "DECLARATION" that "**Gino Favaro, previously Vice-President of Toke Oil and Gas S.A., was discharged of all functions as of August 3, 2008 and has not had any activity in the company since."**"

Eventually we will learn the answers to these and other questions. Marc's assertion that DG does not have the right to know WILL FAIL. DG owns everything that is or ever was Toke O&G and time will prove that Marc cannot legitimately deny this information to the board. As Marc resists the questions and asserts that Toke was independent of DG, he (metaphorically) paints himself into the "related party transaction" corner. I expect that he will likely try to blame me for tricking him, despite all my attempts to dissuade him from trying to use 'independent foreign company' as an excuse to withhold DG's information,

So what is it about Toke and DeepGulf that makes them related parties? What must be done as soon as a related party transaction is contemplated?

Marc's email:

From: Marc Moszkowski [<mailto:m.moszkowski@deep-gulf.com>]
Sent: Tuesday, March 01, 2011 4:52 PM
Subject: RE: acquisition of Toke

It was \$20,000 that Gino received (but then he took another \$30,000) so it could be either \$20,000 or \$50,000. DG did not pay cash but we can consider that the amount was forgone revenue.

Marc

From: Rus Howard [<mailto:russ@whitesandinvestments.com>]
Sent: Tuesday, March 01, 2011 12:15 PM
To: Marc Moszkowski
Subject: acquisition of Toke

In the end what did DG pay to acquire Toke?
Did we pay him cash, or did we forgo income? Ultimately,
how much did we pay him?
Was it paid over time, or was it a one time payment?
I need to make sure this is recorded properly in the DG
financial records.

Rus

From: m.moszkowski@deepgulf.net
[<mailto:m.moszkowski@deepgulf.net>]
Sent: Wednesday, November 29, 2017 11:45 AM
To: wblottjr@gmail.com
Cc: Rus Howard
Subject: RE: Beltron

Nice orientation, forcing the reader to rotate his head 90°.

That was 27 February 2013. How does this relate to Gino Favaro, who sold his shares to Vince on August 14, 2010, two and a half months before DeepGulf bought half of Vince's shares, and three years before DeepGulf acquired all of Toke in 2012.

Toke being a Timorese company, did the secretary ever register the minutes in Timor? I have no recollection of the meeting but received the unsigned minutes a month later, on 28 March, while I was in France, which I acknowledged receiving but did not comment. Other minutes of meeting exist on the same day, with a bizarre line: "Apologies were received from Marc Moszkowski, CEO DeepGulf". What were the apologies about?

This being said, I am curious to know why exactly does Rus need to know exactly how Gino and Vince shared their salaries. Even I don't know for sure the deal they had between themselves. Rus

knows the sum total the two received, again what difference would it make if Gino received 50%, 75%, 35%, and Vince the balance.

As I said, I suspicious of Rus' real motives.

M

From: Rus Howard [mailto:rus@holdg.com]
Sent: Wednesday, November 29, 2017 10:53 AM
To: m.moszkowski@deepgulf.net
Cc: wblottjr@gmail.com
Subject: Re: Beltron

I agree with Marc's explanation of who Beltron is even if I do not agree with some of his comments.

The board meeting was held in preparation to negotiate with Beltron. See attached meeting minutes.

<image001.jpg>

We structured Toke to negotiate a deal w Beltron. As Chairman of Toke Board and as Toke CFO I respectfully request you to disclose all monies paid to Gino Favaro. Separating them by year would be appreciated.

Sincere Regards

Rus Howard

Chairman Toke Oil and Gas

Sent from my iPhone

On Nov 29, 2017, at 10:08 AM, "m.moszkowski@deepgulf.net" <m.moszkowski@deepgulf.net> wrote:

Bill,

My question is: why is Rus asking me if I recall a meeting, instead of telling you what the meeting was about. Since Rus introduces his questions "as background for Bill", I infer he knows the answers.

On 27 February 2013 Rus and I were in Bangkok, at his insistence, although I thought his trip would be useless. In the end it proved to be.

In Bangkok we had a meeting with Shayne Heffernan, a shabby financier Rus introduced to me. Rus and I met there daily for several days and flew briefly to Singapore on February 28 to meet with a Beltron officer, Rammesh Kumar. Beltron is an Indian state owned corporation that was trying to do business in Timor.

There was a tentative Memorandum of Understanding between DeepGulf and Beltron.

, Nothing real ever happened with Beltron, though, as is usual with most contacts and tentative businesses. I had thought since the beginning their real commitment would be highly unlikely, but, somehow, Rus, who did not know them, thought otherwise. I had first met with them through Vince in Dili.

M

-----Original Message-----

From: Rus Howard [<mailto:rus@holdq.com>]
Sent: Wednesday, November 29, 2017 9:32 AM
To: m.moszkowski@deepgulf.net
Cc: wblottin@gmail.com
Subject: Beltron

Marc, as background for Bill, who is Beltron
Telecom Green Energy Systems Limited?

Do you recall the Board meeting of 27 Feb 2013
and what we did in that meeting for Beltron?

2

Rus Howard

From: m.moszkowski@deepgulf.net
Sent: Friday, December 22, 2017 11:21 AM
To: Rus Howard
Subject: DeepGulf's business and dispute #2
Attachments: Letter from DeepGulf's President 17-12-22.pdf

Rus,

Please find attached a new letter I wrote today regarding DeepGulf's business and dispute.

Regards,

Marc Moszkowski
President
DeepGulf, Inc.



Letter from DeepGulf's President to the Shareholders

22 December, 2017

Dear DeepGulf Shareholder,

I have received only one reply to my letter to the shareholders dated November 19th last, but, although Rus has directed me not to write you, I feel I should share with the shareholders my view on financial information which I have deduced and calculated about my activities since 2005.

Rus has sought and obtained the votes of 18 shareholders representing with him a 51% majority of votes and they have appointed him as their proxy in a new election to the Board of Directors. Most of the 18 shareholders had not received my previous letter, since Rus refused to provide their email addresses to me, despite several requests. As a result, he plans to seat one of his closest friends on the Board of Directors, a move I find objectionable in the midst of a serious dispute between the two largest shareholders.

Rus is accusing me of having embezzled as much as \$900,000 from the company, or perhaps even more. I believe such an irrational claim aims at artificially offsetting the approximately \$750,000 which the company owes me, and also at deflecting attention away from real issues. This libelous accusation has even less merit than the previous one, but gives me the opportunity to present some basic financial facts to you.

Item	Period	Credit	Debit
DeepGulf self-funding (from Marc's savings)	2005-2007	\$100,000	
DeepGulf revenue from Marc's projects (Toke)	2008-2012	\$1,290,105	
DeepGulf revenue from Marc's consulting	2008-2014	\$125,500	
<i>DeepGulf revenue from Marc's activities</i>			\$1,515,605
DeepGulf funding by shareholders	2008-2012	\$756,000	
Current overdraft	2017	\$50,000	
<i>Revenue from funding and bank credit</i>			\$806,000
Marc's self-funded expenses	2005-2007		\$100,000
Marc and associates' travel and living expenses	2008-2017		\$325,000
Marc's DeepGulf salaries, benefits, federal taxes	2008-2012		\$630,000
<i>Marc's operational expenses</i>			\$955,000
<i>Marc's total expenses, including self-funding</i>			\$1,055,000
Other expenses (only Rus can explain - Marc had no control or input)	2008-2017		\$1,266,605
Total		\$2,321,605	\$2,321,605

Third party accounting

<i>Toke revenue</i>	\$14,900,000
<i>Marc's Toke salaries</i>	\$345,000
<i>Marc's expenses in Timor (paid by Toke)</i>	\$100,000

You will notice in the above table that my activities resulted in crediting the amount of \$1,515,605 to DeepGulf's accounts, from which \$100,000 was expended out of my personal savings for activities that led to the first contract, and \$955,000 was expended afterwards to pay for my salaries and all traveling and living expenses for myself, as well as business expenses for my operational associates in Asia and Australia. This estimate is conservative and likely exceeds the actual figure.

I never used any corporate office, nor any corporate facility (except for a couple of Board of Directors meetings), and I did not receive any technical support from any corporate employee or director.

The net positive cash-flow that was generated through my activities overseas, after all operational expenses, was therefore at least \$460,605, which amounted to 33% of operational revenue. The positive cash-flow was enhanced, not diminished, by the fact that some of my compensation and expenses were funded by a third party company. As a consequence, DeepGulf benefited from large savings on local expenses and was not required to pay any expatriation or offshore per-diem allowance. For reference, the salary Rus had agreed to pay me amounted to less than my annual tax disbursements.

The \$460,605 cash-flow was produced before taking into consideration any of the \$756,000 capital that the shareholders contributed. It seems the capital raised from the shareholders was not used in any way in my operations, which as I have said returned a positive cash-flow of 33% of operational revenue.

Still, at the end of 2017 I am told Rus reports a bank overdraft of about \$50,000, which leads to the conclusion that the amount of company funds spent by Rus over the years was \$1,266,605 (see above). I have repeatedly requested Rus since November 2016 to apprise me of the detail of his expenses, but to this day Rus has not even acknowledged my requests. I thought for a while that the capital raised from the shareholders might have been placed in an escrow account, but I am now told it was not the case.

Since the award of the first contract, all operational expenses and operational salaries were incurred in the execution of complex projects that took place some 10,000 miles from Pensacola. I will be interested to learn in detail (as maybe you will too) how an amount a third larger, and involving all of the capital raised from the shareholders, could have been spent by Rus in Pensacola for non-operational and non-productive expenses.

Someone else besides me needs to ask him.

Sincerely yours,

Marc Moszkowski
President
m.moszkowski@deepgulf.net

5

Rus Howard

From: m.moszkowski@deepgulf.net
Sent: Tuesday, January 09, 2018 4:32 AM
To: Rus Howard
Subject: Fifth DeepGulf letter
Attachments: Letter from DeepGulf's senior founder 18-01-08.pdf

Rus,

please find attached my fifth letter of information to DeepGulf's investors. Again, feel free to contact me for any question arising from the five letters.

Best regards,

Marc Moszkowski
Senior founder and largest owner



Letter from DeepGulf's senior founder and largest shareholder to the Shareholders

8 January, 2018

Dear DeepGulf Shareholder,

This my fifth letter of information since November 2017. It is sent to the 24 shareholders for whom I have an email address, out of 42. Like the previous letters, it is motivated by my desire to fulfill what I believe should be your curiosity to learn the facts behind the development of the company. Despite my repeated attempts for a decade to describe those facts to Mr. Howard, I don't think he ever had much interest for them and I think he prefers to mull over his own imaginary version. I also believe he doesn't have enough time on his hands to really focus on complex issues. If there is one lesson I learned from this adventure, it is to never engage in a business venture with someone who has not only one, but several hobbies.

This letter is quite long, but a lot has happened since the company was founded 13 years ago. Incomplete or inaccurate knowledge of DeepGulf's activities would unavoidably lead to imperfect assumptions, as has been exemplified recently quite profusely.

I have arranged the letter as follows:

1. *From the founding of DeepGulf in 2004 to the first contract in 2008*
2. *The three contracts in East Timor: 2008 to 2012*
3. *The East Timor natural gas delivery project*
4. *The starving years: 2013 to present*
5. *Capital requirements*
6. *The technologies behind the projects*
7. *A possible future*

You may want to click on the links to navigate the letter.

1. From the founding of DeepGulf in 2004 to the first contract in 2008

In 2004, in the aftermath of Hurricane Ivan, I met with Mr. Howard for the first time and chose him as a business partner because of his vaunted ability to raise any kind of capital I needed. That was the only reason. There was no other. I did not need any technical support, and I did not need any business guidance. I resided in Houston at the time and had savings earned from quite profitable consulting jobs done for offshore construction companies, which returned to me between \$1,000 and \$1,500 a day, net after tax. I moved to Pensacola in September 2006 to get closer to the company, but continued to work from home.

Mr. Howard and I incorporated the company in 2005 on a 50-50% basis, although I gave disproportionately more to the company than he did, a fact that was of some concern to me, but I still trusted his integrity. I very soon became quite impatient with Mr. Howard's inactivity in raising funds. For 2 ½ years he did very little, and I was left almost alone to work on the development of the business, and fund it out of my own savings. Then, in October 2007, a group of consultants in East Timor, who were interested in a large ultradeepwater pipeline between the gas fields of Sunrise and Troubadour and Timorese shores, found my website on the net and invited me to come to Timor. The website was mine, paid for with my own funds, and operated by me. I still had no salary at the time. I consequently traveled to Timor through Australia, which cost me about \$6,000 of my own money for a round trip of several weeks, and started doing engineering for pre-projects, for which my Timorese partners and I obtained a first contract in early 2008.

As soon as a contract promise had been secured, Mr. Howard started raising money from investors, but, unbeknownst to me, mostly from friends and close relatives. I signed the documents he asked me to sign in the process, but, had I fully understood what he was doing, I would have raised some serious objections: raising money for risky overseas business from wealthy investors is one thing, raising it from lower middle class relatives is another, and, furthermore, raising money from close friends and relatives of his would tend to put me in an lopsided situation in case of a future dispute, which is verified today.

It so happens that, apparently, the capital raised by Mr. Howard was not spent to pay for my operational expenses, nor those of my business associates in Asia, those expenses amounting to substantially less than the cash-flow I generated.

2. The three contracts in East Timor: 2008 to 2012

Between 2008 and 2010, I negotiated, as the president director general of the Timorese company, Toke Oil & Gas (a company that was not owned by DeepGulf), three contracts with not only the Government of East Timor but also a consortium of ten large Korean corporations led by Samsung. The total contract value was \$14.9 million.

The contract signed between Toke Oil & Gas and DeepGulf stipulated that DeepGulf would receive 10% of the main sub-contractor's receipts, and Toke 5%. In the end, DeepGulf received between 13.10% and 14.35% of the main sub-contractor's revenue, depending on what DeepGulf's actual receipts were, which Mr. Howard has failed to confirm to me. By the end of the last contract, DeepGulf had received between \$307,000 and \$428,000 more than the contractual obligation Toke Oil & Gas had toward DeepGulf. In addition to being the president director general of Toke Oil & Gas', I was also the president of DeepGulf's, and I systematically

endeavored to maximize the payments to DeepGulf, contrary to Mr. Howard's uninformed accusations of wrongdoing. In real life, so-called "*conflicts of interest*" only apply to people of sub-standard ethics.

Although I didn't really have a choice then, one of the key reasons for operating in an insulated fashion, with DeepGulf being a sub-contractor to Toke, instead of being a contractor to the Government, was that it would have been absolutely reckless at the time to unnecessarily expose our young company to any unforeseen liability in the strange and politically unstable environment of East Timor, which at the time was rife with violence: tens of thousands of refugees were camping on the streets, U.N. forces patrolled every corner of the island in search of rebel soldiers, and an attempted coup d'état saw an assassination attempt on both the President and the Prime Minister less than a month before the contract was signed. The President was shot in the lungs and seriously wounded, which left him incapacitated in a Darwin hospital for weeks. Two of his assailants were shot dead. I elected to take the risk of operating in Timor in a personal capacity, and in so doing I was well advised, as future legal and contractual disputes proved on several occasions, on each of which I was vindicated. The main rationale was to avoid exposure to the demands of the international sub-contractors if for any reason, economic, contractual, or political, the client hadn't paid his invoices. Being a sub-contractor itself, DeepGulf had no liability whatsoever, except to me as an employee. Twelve years later, it is of course tempting for Mr. Howard, from the comfort of his office, to ignore those facts, and to write his bizarre conspiracy theory in which I am the convenient villain, but directly exposing DeepGulf in East Timor at the time would have been seriously ill advised.

On another level, while I was expatriated in the dangerous and remote country I just described, DeepGulf paid me between \$10 and \$15 an hour, net, for the extraordinarily difficult tasks I was discharging 10,000 miles from home in an exceptionally punishing and unsafe environment, a substantial part of the time offshore. I had full responsibility over nearly \$15 million of contracts and sometime over more than 100 workers, and worked half a dozen jobs seven days a week without a single day off in a decade. That miserly salary was less than my tax obligations. How could this fact escape Mr. Howard's notice? It is beyond my understanding. I think it didn't, though. It seems to me that Mr. Howard was apparently concocting that I should generate a large cash-flow for him to spend on whatever expenses he saw fit, while I would be paid \$10 an hour and would be jailed for a default to pay tax, or would lose my only house altogether. How he could believe for a second that his scheme would succeed is beyond my comprehension. More importantly, had I known his design, I would have immediately resigned before signing the first contract and before the first dollar was raised from investors, and in the process I would have earned about \$1,250,000 in extra personal income. Again, I never needed the company, technically or financially, for any of my work in Timor, or elsewhere, but so far DeepGulf has cost me up to two million dollars, depending on whether or not I consider the 8 years I worked for free for the company.

However, Mr. Howard is now quite extraordinarily complaining that I did not ask for his permission to receive a salary complement in Timor for the additional work done in Timor out of the scope of DeepGulf's. It is a matter of course that I did not ask for any authorization from him regarding the management of a company that was not a subsidiary of DeepGulf when the events occurred, and later became a partial subsidiary as a favor to DeepGulf and as a convenient conduit for making funds available to the last Timorese director, and also for facilitating a U.S. visa petition. For one thing, the issue of my living expenses and salary complement was none of his concern, and for another he was totally incompetent in the conduct of the projects, while unfortunately I never meddled in his management of DeepGulf. I realize now that I should have.

The figure for my Timorese salary was provided in my first letter.

As you know from my other letters, the three projects returned to DeepGulf a substantial cash-flow, after all my operational and salary expenses. That cash-flow was apparently used exclusively by Mr. Howard.

3. The East Timor natural gas delivery project

In the course of the first project, I started working on a practical solution to deliver natural gas to the government of East Timor in a way that would be both practical and economical. This arose from a concern that, since I thought the ultradeepwater pipeline was not feasible, an alternative needed to be devised if the country's electrical generators were to be affordably supplied with fuel.

After four years of design and submissions, a Memorandum of Understanding was signed in May 2012 by the Prime Minister and me, to the effect that we would develop a natural gas delivery system for the Government. The Memorandum had a 6 months validity, which was extended several times. Although the Memorandum was a huge achievement at the time, things became difficult a few months later when it appeared that an official to whom I had refused to pay a bribe in 2010, and his superior, the Secretary of State for Natural Resources, soon to become the Minister for Petroleum, started interfering negatively with the project. The indelicate official, who later became the head of the national oil corporation, soon started demanding a disproportionate share of the potential contract, which would have made the raising of working capital close to impossible, and, on October 1st, 2012, the Timorese political representative and director of Toke Oil & Gas started to write a series of strong press articles, taking aim at the two individuals.

It was not for me to judge after the fact the author of the articles, who had his reasons for doing what he did, however obscure to Mr. Howard. Yet, despite the fact that the articles were a consequence of the attempts to obstruct the contract and not the opposite, Mr. Howard has accused me ever since, without a shred of evidence, and contrary to basic common sense, of having written the articles myself, when in fact I only translated them into English from the original Tetun language, a few days after their publication. I had been in Sydney, Australia, on business, when the articles were written and released. Although the technical material in the articles was based on papers I had written, the political material was of course not mine.

In addition to disingenuously accusing me of having written those articles, which were written in defense of our interests, not against them, Mr. Howard, without any direct evidence and without the slightest knowledge of the events (not that it should have been any of his concerns anyhow), has also irrelevantly accused me several times of having fought personally with, and raised my voice at, the Minister for Petróleum. I never did any of that, of course, and the only person I fought with was the very individual I had refused to bribe two years prior, who was then attempting to force me to resume the marine operations I had put in weather standby, for obvious reasons of safety, in dangerous weather and with the endorsement of the British surveyors. My refusal to abide by the individual's life threatening demands had to be vigorously expressed, and it was (incidentally, I was diagnosed about ten days later with an advanced case of Papuan malaria, and hospitalized in-extremis upon returning home to Pensacola; one way the Timorese recognize that strain of malaria is that it makes its victims quite irascible). Marine operations were successfully resumed at the time of my choice.

In the end, despite the bribe-thirsty individual having promised never to allow the payment of weather downtime, the client paid all his dues. I take the opportunity here to stress that I had negotiated the three contracts in such a watertight manner that not a cent remained unpaid by our clients, who were not only the government of East Timor, but also a consortium of large Korean companies, led by Samsung, no less, however hard they repeatedly tried to eschew payments.

Anyway, the fact was that at the time the Memorandum of Understanding was jeopardized for political reasons.

Mr. Howard became disoriented when the situation changed, which I can understand, although to this day I don't understand his reactions. I was in Timor at the time I told him of the event, and his immediate reaction was to turn down my calls for several days, which I don't think was very constructive, nor very mature or responsible. Mr. Howard was my only lifeline to the outside world and that single lifeline was consequently severed. Then Mr. Howard became apparently obsessed with my refusal to let him conduct on his own terms his so-called "*due diligence*" in Timor. His plan was to come to Timor unannounced to talk to the wrong people. He wanted, quite irrationally, the very people who were opposed to the project to confirm the project was going ahead, although these people were not even party to our Memorandum of Understanding. He also wanted me to step aside and let him freely do as he wanted, which was tantamount to allowing the bull in the famous china shop. Not only would such an uncoordinated action have been a waste of time and resources, it would also have been seriously counter-productive. Anyway, the wishful thought that he could meet at will with the Prime Minister, who had signed the Memorandum, or any other Minister for that matter, was unrealistic, or even childish at best. To see the Prime Minister for half an hour I sometime had to wait six weeks, and sometime even longer, and the meeting would always be granted without much more than a few minutes notice (and sometime was cancelled at the last moment). The first reasonable "*due diligence*" should have consisted in Mr. Howard accepting to sit down with me to devise and discuss alternatives, which he never agreed to do, instead of trying to bypass me altogether and ignore the reality of the situation because it didn't suit his existing plans anymore. Adaptability to a changing environment is one of the signs of real intelligence.

I advocated patience and constant lobbying with various political actors, which is precisely what was done during the next several years. The political landscape in East Timor has changed, the Prime Minister is now another man, the Petroleum Minister has been retired, and our nemesis, the head of the national oil company, has seen his prerogatives reduced while preeminence was given to a supporter of ours.

4. The starving years: 2013 to present

In April 2013 DeepGulf stopped paying me a salary. I understood that all the capital was gone, which was strange to me but I believed it. At the time, according to calculations I ran later, there should have been in excess of a million dollars in the bank accounts, including the capital raised from investors. I have no idea where the money went, and Mr. Howard refuses to tell me. At that time I started partly self-supporting my activities and the business.

For a few months, DeepGulf continued supporting at least some of my expenses, but by the end of 2014 it had all but stopped to, although I had continued to inject my personal consulting earnings in the company. I am a frugal person and a self-contained professional, and I can live

and work on \$100 a month, which I have done ever since. I don't need luxuries, I work all the time, and, to give an example, my car is a \$1,500 domestic vehicle manufactured 22 years ago (Mr. Howard later appropriated the car from me, taking advantage of the fact that I was a non-resident alien). Despite the dire straits I was in, I have never stopped working a single day and I stay in constant relation with my Asian partners.

I think the capital should have been kept to support the company in times of hardship, but unfortunately it was not. From 2014 on, the people I call the sponsors (two of them are DeepGulf shareholders, three are Australian, several are Korean, and some are Timorese and Indonesian), paid for all my living and traveling expenses, airfare and accommodation for months on end in Korea, Timor, and Indonesia. Additionally, my European clients, for whom I did several consulting missions between 2008 and 2014, have paid for several of my trips to Asia.

When traveling abroad, my meals were provided by the sponsors I was visiting, but when the sponsors were from a different country my food budget would not allow me to have more than one meal every other day, and a frugal one at that (and no breakfast, of course, excepting free instant coffee). My partners in Indonesia and Korea commented each time I visited them that I had lost weight quite dramatically, and inquired whether I was ill. I could of course not tell them that I did not have enough food money, while negotiating billions of dollars of business, and that I subsisted from my single meal every other day to the next on free hotel room sugar bags. In the end, I lost 45 lbs. on this forced diet while working non-stop for DeepGulf.

The above paragraph is not meant for the sensitive reader to burst into tears. It is meant to provide a faithful and unadulterated depiction of the reality of facts, while illustrating the utter and shocking ridicule of Mr. Howard's accusation that I embezzled one million dollars from the company.

5. Capital requirements

The projects I have designed single-handedly are worth at least \$1 billion, and could represent in the end as much as \$10 billion if the Indonesian projects come to fruition (there is no typo: billions, not millions).

I think anyone would agree that pursuing billions of dollars of business on a \$3 a day budget, including food, is parsimonious at best, and also quite inadequate. The capital required to land the projects, as I have repeated to Mr. Howard for years, will be several millions, not the mere 0.756 million he raised. I do thank the investors for their capital, but anyone would understand that it is insufficient, especially if it was spent for other purposes.

Although it appears now that I did not need any capital for the first three contracts, each being self-financed, my idea was to build a strong and respected company, for which we would have needed probably between \$5 and \$10 million of capital. I did not foresee that Mr. Howard's scheme was only to derive quick cash-flow for himself and a few investors, most of them his relatives, and that he thought this cash-flow should be earned at the expense of the single operational employee, who was paid considerably less than industry standards, and later was left to literally starve. For a while, I sincerely believed he would finally manage to raise funds for the company from serious investors, but he didn't.

I have repeated to Mr. Howard for several years that we needed large institutional investors, not the savings of middle class individuals, which anyway I was not too happy to accept, for moral reasons. He never seemed to agree. I am still not clear about why he was so reluctant to raise more capital from serious investors. Was he not willing to dilute his share, or did he just not know how to raise capital in such a market? Or was it perhaps both?

Starting in 2015, to my utter surprise, Mr. Howard refused to be in the forefront of our financial endeavors, despite the fact that the only reason for having him in the company in the first place was his vaunted talent for raising capital. He declined to lead the effort, claiming at one point that he would not work without a salary, a claim I found somewhat ironic.

I took the lead and met on multiple occasions with large potential investors in Korea, Singapore, the U.S., and Indonesia, all trips being paid for by third parties. Although the potential investors had a real interest in the projects, all were quite wary of the fact that DeepGulf would not raise a single cent at home. Several were ready to go ahead, but they understandably insisted that we take the first step. That information was consistently relayed to Mr. Howard, who never acted, except to take me once to a mom and pop financing event in Mobile, which proved to be grossly inadequate. Our projects are politically sensitive and require sophisticated international institutional investors, not small investors with only their life savings at risk.

Eventually, I believe Mr. Howard acted behind the scene against my endeavors, and I have the strong sentiment that in November 2016, despite his ignorance of the reality of my efforts, he gave negative information to the U.S. bankers with whom I was in talks, and with whom I had recently met in Jakarta, after meeting with them in Houston. I suspect it was such an unwarranted intervention that resulted in their ceasing abruptly all communication with me after I returned from my last trip to Indonesia, despite the fact that a few days before they had announced to me that they had decided to go ahead with the projects. That was a serious blow, and all my financing efforts in Indonesia and in Korea came to a screeching halt.

6. The technologies behind the projects

The technology behind the projects is poorly understood by the industry. The industry is nascent and no similar project has ever been implemented. Over the years, I discovered that the very physics behind the few projects being contemplated worldwide was flawed. I spent several months in Korea, at the headquarters of the world's largest manufacturer of large compressed gas containment systems, experimented on a specially built life-sized model, and spent months educating engineers in the secrets of gaseous and liquid methane behavior in confined environments. I modeled the true behavior of natural gas in compressed and liquid forms in our particular applications, in a way that is novel and not found in the literature, and I devised all the necessary software. However, Mr. Howard, who has strictly no competence in the matter, systematically played down my findings and my innovations, even when, despite his negative attitude, I succeeded in being granted U.S. patents, which are quite a proof that my ideas were not only novel, but also practical. At one time, he even tried to force me to put his name on one of my patent applications, an illegal if not fraudulent attempt that would have jeopardized the patent in the future and which was the turning point in our relationship.

In addition to the patented work, I have also devised dozens of methods and trade secrets about the design of the maritime carriers required in our projects, both for gaseous and liquid natural gas. Those methods and trade secrets were studied, checked, and endorsed by Korean

shipbuilders after they signed non-disclosure agreements with me. I elaborated the patents, methods, and trade secrets myself and I am not prepared to share them with Mr. Howard, if only because those were developed while not only did I not receive any salary from the company, but I also supported it with my own income without receiving any help from the company whatsoever.

7. A possible future

I have trouble comprehending how Mr. Howard could believe for a minute that he will develop without my technical support the projects to which I have dedicated all my efforts for over a decade, and for which I devised and control all the technology. Does he seriously believe that some retired or insufficiently experienced engineer will be able to substitute not only for me but for the Asian network of partners? Also, I am unsure whether he realizes that a lot of capital will be required and that part of that capital will be needed to pay for company debt, not only to me but to all the sponsors, with interest. Moreover, I own 46.2% of the company's voting stock, and Mr. Howard's current control, which he obtained by proxy thanks to some of the shareholders, is eminently fragile. How Mr. Howard thinks he can make the company work not only without me, but against me, is unclear.

Although it was not my idea to solicit the investors for their capital, and I did not spend it, I sympathize with their predicament, despite Mr. Howard's repeated assurances to me that I should not worry overly about investors who knew there was a risk inherent to their investment. I have made it unwaveringly clear to Mr. Howard and the sponsors, since the day the dispute intensified at the end of August 2016, that it was my firm intention to involve the current investors in any future development, at the same level they now enjoy in DeepGulf. On the other hand, I have also made it clear that in no event shall I involve Mr. Howard at his current stake, and particularly not in a position of control, since he demonstrated that he is prone to abusing it if given the opportunity. As for the shareholders who, for a reason of their own, chose to support Mr. Howard unconditionally in his campaign of destruction of the company and care to hear only his ill-informed version of the story, you will understand that I must reserve my opinion for the time being.

As in the past, I am ready to discuss these issues with you at your convenience.

Sincerely yours,



Marc Moszkowski
Senior founder and largest shareholder
m.moszkowski@deepgulf.net

6

Rus Howard

From: m.moszkowski@deepgulf.net
Sent: Sunday, January 14, 2018 7:10 AM
To: Rus Howard
Subject: Sixth DeepGulf letter
Attachments: Letter from DeepGulf's senior founder 18-01-14.pdf

Rus,

please find attached my sixth letter of information to DeepGulf's investors. Again, feel free to contact me for any question arising from the six letters.

Best regards,

Marc Moszkowski
Senior founder and largest owner



Letter from DeepGulf's senior founder and largest shareholder to the Shareholders

14 January 2018

Dear DeepGulf Shareholder,

This is my sixth letter to the shareholders since November 2017. It is made necessary by the continued refusal of two of the three directors to even discuss their constant diktats and their flow of unmeritorious and unsubstantiated accusations against me. The two directors who are currently dictating the policies of the board are both neophytes in the management of real complex business, especially overseas, and in particular in difficult land and marine environments. As such, their apparent misunderstanding, be it genuine or feigned, can be easily explained, but the harassment to which they are subjecting me is not, and I strongly suspect their real rationale for perpetuating the current quagmire is motivated by self-serving considerations.

As the company's president, I have been trying for a year and a half to obtain from Mr. Howard the detail of his expenses since 2008. Mr. Howard has consistently ignored my requests and finally attempted to invalidate them by suspending me from my position of president, with the support of Mr. Johnson, a close friend and associate of his whom he appointed to the board of directors to fill the seat of a departed director who had acted as an impartial mediator between Mr. Howard and myself.

I have known Mr. Howard for more than thirteen years and I am quite familiar with his idiosyncrasies, in particular his proclivity to deflect obstinately the discussion of such issues he tries to avoid onto one single detail of his choice, or even one single innocuous word, in a barrage of futile but repetitious questions aimed at evading the real relevant issues, while totally ignoring whatever further and abundant information is made available to him. This is the main reason I started to write directly to all the shareholders in November 2017. I would not be writing these letters if Messrs. Howard and Johnson, particularly Mr. Howard, had exhibited in the current dispute at least a modicum of good faith and intellectual honesty.

I have tried below to structure in nine points the issues pertaining to Messrs. Howard's and Johnson's accusations regarding the salary I received from another company for work done outside of DeepGulf's scope of work:

1. Messrs. Howard and Johnson seem to claim it was contrary to Florida corporate statutes for me to receive a salary from a company other than DeepGulf.
2. As a holder of a U.S. visa, U.S. immigration law did not authorize me to receive a salary from a company other than DeepGulf for any work done on U.S. soil, an

instance that did not occur. Said law did not prevent me from receiving a salary from a company other than DeepGulf for work done overseas, especially if said company was foreign. Such salary would not be subject to U.S. taxation.

3. While being employed by DeepGulf, a Florida corporation, I received a salary complement from an independent foreign company, in a foreign country, as a foreign national, to discharge duties that were not in DeepGulf's scope of work, namely such duties expected from my position of president director general of the independent foreign company. Such duties were instrumental in producing the large cash-flow that DeepGulf received between 2008 and 2012. Sometime during my employment by the independent foreign company I proposed and engineered the transfer of 1/3 of its stock to DeepGulf for the price of only one symbolic U.S. dollar (\$1), as an administrative favor to DeepGulf, although the foreign company was then in full activity and therefore quite valuable.
4. The salary I received from the independent foreign company required an authorization by the board of directors of said independent foreign company, of which none of DeepGulf's directors was a director, except myself, in a personal capacity. Such authorization was granted.
5. Before 27 October 2010 DeepGulf did not have any claim to any stock of the foreign company and consequently could not have been involved in any way in the foreign company authorization process. During such period I received a salary of \$160,000 from the independent foreign company.
6. Between 27 October 2010 and 13 December 2012 DeepGulf owned either none or 1/3 of the foreign company's stock, depending on the legality, according to Timorese law, of the transaction that was meant to transfer 1/3 of the stock to DeepGulf. Such legality is not confirmed since rules concerning ownership by a foreign corporation were not ascertained at the time and the transaction was never registered with the East Timorese Government. I had engineered the transfer as an administrative favor to DeepGulf, which paid only \$1 for 1/3 of a company that was then in full activity and was therefore quite valuable. During that period, the only directors on the foreign company's board were a Timorese national and myself. As you well know, shareholders are not involved in the management of a corporation, except if elected to its board of directors. DeepGulf's only director sitting on the foreign company's board was myself, in a personal capacity. Not sitting on the board of the foreign company, other DeepGulf directors were therefore not involved in the management of the foreign company, nor could they be involved in any way in the foreign company authorization processes.

During such period, and before 21 November 2011, I received a salary of \$185,000 from the foreign company.

I derived no personal benefit whatsoever from the \$1 transaction, and neither did the seller. We both acted in good faith, driven by a sentiment of constructive generosity toward DeepGulf, but in retrospect, had I known Messrs. Howard and Johnson would suddenly have an issue nearly a decade later with employees of the foreign company

instance that did not occur. Said law did not prevent me from receiving a salary from a company other than DeepGulf for work done overseas, especially if said company was foreign. Such salary would not be subject to U.S. taxation.

3. While being employed by DeepGulf, a Florida corporation, I received a salary complement from an independent foreign company, in a foreign country, as a foreign national, to discharge duties that were not in DeepGulf's scope of work, namely such duties expected from my position of president director general of the independent foreign company. Such duties were instrumental in producing the large cash-flow that DeepGulf received between 2008 and 2012. Sometime during my employment by the independent foreign company I proposed and engineered the transfer of 1/3 of its stock to DeepGulf for the price of only one symbolic U.S. dollar (\$1), as an administrative favor to DeepGulf, although the foreign company was then in full activity and therefore quite valuable.
4. The salary I received from the independent foreign company required an authorization by the board of directors of said independent foreign company, of which none of DeepGulf's directors was a director, except myself, in a personal capacity. Such authorization was granted.
5. Before 27 October 2010 DeepGulf did not have any claim to any stock of the foreign company and consequently could not have been involved in any way in the foreign company authorization process. During such period I received a salary of \$160,000 from the independent foreign company.
6. Between 27 October 2010 and 13 December 2012 DeepGulf owned either none or 1/3 of the foreign company's stock, depending on the legality, according to Timorese law, of the transaction that was meant to transfer 1/3 of the stock to DeepGulf. Such legality is not confirmed since rules concerning ownership by a foreign corporation were not ascertained at the time and the transaction was never registered with the East Timorese Government. I had engineered the transfer as an administrative favor to DeepGulf, which paid only \$1 for 1/3 of a company that was then in full activity and was therefore quite valuable. During that period, the only directors on the foreign company's board were a Timorese national and myself. As you well know, shareholders are not involved in the management of a corporation, except if elected to its board of directors. DeepGulf's only director sitting on the foreign company's board was myself, in a personal capacity. Not sitting on the board of the foreign company, other DeepGulf company, nor involved in the management of the foreign company, nor in any way in the foreign company authorization processes.

During such period, I received a salary of \$185,000 per year from the foreign company.

In a Personal capacity

FBO - DG?

I derived no personal benefit from the foreign seller. We both wanted to move toward DeepGulf. I suddenly have

benefited from the \$1 transaction, and neither did the foreign company. It was a sentiment of constructive generosity on the part of the two Messrs. Howard and Johnson who were with employees of the foreign company.

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To be
Sala

receiving a salary for work done for said foreign company, I think I would have been well advised to refrain from proposing and facilitating the transfer.

7. After 13 December 2012, DeepGulf owned either none, 1/3, 2/3, or 3/3 of the foreign company, depending on whether the transfer of the last 1/3 was or not effective, since it appears the full payment for that share was not made, and on whether or not the stock transfers were at all legal according to Timorese law, since the regulations concerning ownership by a foreign corporation had not been ascertained and the transfers were never registered with the East Timorese Government. The transactions for the second and third transfers happened on the same day. The price for the second 1/3 was a symbolic \$100, while the price for the last 1/3 was \$100,000, although one half of it was never paid and one half was in fact a personal loan to the seller. Until March 2013, at the earliest, none of DeepGulf's directors other than myself was sitting on the board of the foreign company, and therefore none except myself was involved in the management of the foreign company or in any of its authorization processes. In March 2013, DeepGulf appointed one additional director to the board of the foreign company, but the appointment proved illegal according to Timorese law.

During that period, which started on 13 December 2012, I received no salary whatsoever from the foreign company. During such period the foreign company had no revenue, except for the sale of the few assets acquired during the projects, which had been wholly amortized and depreciated. The proceeds from the sale of the few remaining assets were used to pay for local expenses related to the end of the last contract, including clean-up.

8. As a reminder, the last two thirds of the foreign company had been acquired on paper by DeepGulf only for convenience, apparently in order to facilitate Mr. Howard's U.S. visa petition on my behalf and as a conduit for making funds available to the last Timorese director. After the end of the last project in 2012, the foreign company was an empty shell made valuable only by my presence and that of the Timorese partner. At that time it had no revenue. The foreign company ceased to exist when government dues ceased to be paid.
9. There were 4 directors on the board of DeepGulf's until December 2016, of which I doubt 2 at least, and probably 3, would not have agreed with the salary complement if their opinion had been sought in 2008. As for the 4th director, Mr. Howard, I do not believe he would have had any legitimate reason to object. Had Mr. Howard had the power to prevent the payment to me of a salary complement by the independent foreign company, which power he did not have, I would have been forced to resign immediately from DeepGulf and conduct the Timorese projects on my own. The capital would have been paid back to the investors, the company dissolved, and I would have earned about an extra \$1,000,000 in the process. It is unreasonable for Messrs. Howard and Johnson to believe for a second that I could have accepted to work for \$10 or \$15 an hour for doing all the work in projects I had developed and financed myself and on which I risked my life every day, only to go to jail for a default on my tax payments, and lose my only house altogether, while Mr. Howard paid himself and his secretaries, for unproductive activities and from the cash-flow I produced and the capital raised from investors, substantial salaries which they used without a doubt to pay for their own mortgages and taxes. Incidentally, I do not remember having ever

negotiated the salaries paid to Mr. Howard and his secretaries, or any other expense such as office leases, let alone authorized them.

What is Messrs. Howard's and Johnson's endgame? What is the genuine reason for their pointless and unsubstantiated claims and accusations? What are they hiding by refusing to answer my own questions about how the cash-flow I produced and the capital raised from investors were spent? Is there something I ignore about the whereabouts of the capital? After having suspended me as the president, is their plan to continue manipulating the shareholders, after they manipulated the composition of the board of directors to their own advantage, into determining wrongfully that the company does not owe me anything of the close to \$800,000 I rightfully claim in an easily verifiable fashion, plus the substantial amounts spent by the sponsors? I expect the debt to be negotiated at some point, but I cannot consent to its sheer obliteration as a consequence of the current campaign of defamation and intimidation.

Will the shareholders side with Messrs. Howard's and Johnson's plan, thinking it is in their best interest to take advantage of my current situation as an exile? Or will the shareholders finally recognize that they should perhaps have a realistic view at the current issues, based on facts, and facts only?

As in the past, I am ready to discuss these issues with you at your convenience.

Sincerely yours,



Marc Moszkowski
Senior founder and largest shareholder
m.moszkowski@deepgulf.net

*Rus Letter #10***Rus Howard**

From: m.moszkowski@deepgulf.net
Sent: Tuesday, February 06, 2018 9:19 AM
To: john.majeroni@realestate.gatech.edu; trishtaylor61@btinternet.com; quint@quintstuder.com; bradley.sally@gmail.com; phil.c.bradley@gmail.com; bradley.justin@gmail.com; daverumsey@gmail.com; Tjj757@live.com; Rus Howard; kennethapalmer@peoplepc.com; tjlugenbeel@gmail.com; robert.m.kelley@gmail.com; Tad Ihns; jgelsinon@gmail.com; aubrey.godfrey@gmail.com; Harveyjscott@gmail.com; aaronrosendds@gmail.com; funtanner@aol.com; lee8343@comcast.net; wblottjr@gmail.com; buckemerson@centerpin.com; AWard999@aol.com; Tom McMillan; chad.mcdaniel@hotmail.com
Subject: Response to the Howard-Johnson letter
Attachments: Response to the 180205 Howard-Johnson letter.pdf
Categories: Deep Gulf

Dear DeepGulf investors,

Please find attached my response to Messrs. Howard and Johnson's letter dated Feb. 5, 2018. Unfortunately, only 23 of you among 42 will receive this letter, since one address is incorrect and Mr. Howard continues to withhold the balance 19 from me, probably in an illegal manner.

Best regards.

Marc Moszkowski



See my comments below, in the body of Messrs. Howard and Johnson's letter.

Marc Moszkowski

DeepGulf, Inc.
Board of Directors
February 5, 2018

Dear DeepGulf Shareholder,

The Board has decided to begin legal proceedings against Mr. Marc Moszkowski, President of DeepGulf. We believe we have no other choice given information recently discovered combined with Mr. Moszkowski's refusal to return to DeepGulf physical and intellectual property.

Marc Moszkowski – Mr. Howard has had Toke's financial statements in hand since the end of 2010. The statements clearly and unequivocally refer to the directors' salaries. The figures in the statements have not changed since. It is unclear to which "*information recently discovered*" Mr. Howard is referring.

Although I understand the reference to "*intellectual property*", which is inseparable from the current dispute and DeepGulf's debt to me, I fail to understand to which "*physical*" property the letter refers.

We further apologize that the DeepGulf Board is unable to control Mr. Moszkowski and his unauthorized and misrepresentative emails.

Marc Moszkowski – The letter Messrs. Howard and Johnson just sent the shareholders is under a "*Board of Directors*" letterhead, despite the fact that a draft of that letter was not submitted to me as one of the three directors before it was sent, and that I had no knowledge of that letter whatsoever. As a consequence, the letter was written and sent by Messrs. Howard and Johnson in a personal capacity and it is intriguing that they should forbid me from communicating with the shareholders in a personal capacity when they are precisely communicating with the shareholders in a personal capacity. Furthermore, after Mr. Howard's coup to reduce the number of directors from 4 to 3 and his appointment of a director obviously biased about me, Mr. Howard has placed me in a position of permanent minority on the board of directors which in effect creates an autocratic imbalance and leaves me with no alternative but to write to the shareholders directly, lest I be totally gagged by the other two directors. To use one political analogy, although I do understand one of the two major parties is now in the legislative minority, to my understanding the minority is not forced by the majority to completely shut-up

during this legislature, and their voice is indeed still heard. The opposite would be called dictatorship.

We offer you the following report on action recently taken:

Background

In mid 2007, DeepGulf received an inquiry about its Ultra-deepwater J-Flex Pipelay system and the possibility of using it to lay pipe between Sunrise gas field and East Timor. Mr. Howard personally passed this inquiry on to Mr. Moszkowski.

Marc Moszkowski – I read this as an attempt by Mr. Howard to portray the 2007 inquiry as if it had been sent to him specifically and that he then passed it on to me. The reality is that the senders of the inquiry were interested in a technology I had developed and patented a few years earlier and they had found DeepGulf on a website owned, paid for, and developed by me personally. They had just pressed the “*Contact us*” button which sent an email to deepgulf@deep-gulf.com, and email account that was received on my computer, not Mr. Howard’s. The date was not “*mid 2007*”, but September 10, 2007. The sender was Graeme Mitaxa, and his inquiry was on Toke Consultants’ letterhead, while his email was on Toke Petroleum S.A.’s, which shows, if any additional proof were still required, that Toke preexisted my first trip to Timor. The next day, Mr. Mitaxa called the telephone number I had provided on the website and talked to Jamille Ellingson, one of Mr. Howard’s co-workers in his office. When apprised of the phone call I immediately wrote to Mr. Mitaxa and took charge of the flow of information.

In other words, it is inappropriate for Mr. Howard to state the he “*personally passed this inquiry on to Mr. Moszkowski*”.

In October 2007, the Board decided to dispatch Mr. Moszkowski to East Timor to investigate the opportunity. The Board also “agreed to pay all travel, lodging and associated expenses in order for Marc to carry out overseas operations required to secure future contracts.” (*October 15, 2007 Board Minutes*)

Marc Moszkowski – Since at the time the board was not paying me a salary, nor was it paying for my expenses, I personally made the decision to travel to East Timor, and the idea that I was “*dispatched*” is quite ludicrous. Although the board may have “*agreed to pay all travel, lodging and associated expenses*”, it did not. I had to expend the monies personally.

In February 2008 Board Meeting Mr. Moszkowski “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 Timor as a US corporation. Based upon this information, the Board acted and “A resolution was passed to create a subsidiary company to be named Toke Petroleum.” (*February 2, 2008 Board Minutes*)

Marc Moszkowski – This is an obviously untruthful statement, since we knew as early as September 2007 that Toke Petroleum already existed in East Timor, and that Mr. Mitaxa was its

President Director General. I did not write any minutes of board meetings myself, but it seems some of them could have been written a-posteriori and perhaps out of my presence.

In Timor, Mr. Moszkowski established a company called Toke Oil and Gas and made himself, rather than DeepGulf, an owner and the President Director General. The Board was led to believe he had established it in his name based upon the information he provided that 'it could not be owned by a US corporation'. The Board was led to believe that Mr. Moszkowski was holding it in his name for the benefit of DeepGulf.

Marc Moszkowski – I have explained elsewhere why it was absolutely not advisable, nor even possible, to establish Toke as a direct subsidiary of DeepGulf's, although it seems Messrs. Howard and Johnson have either not read my explanations, or haven't understood them. I could not have established Toke Oil and Gas myself, since I am not a Timorese citizen. The company existed before my arrival and of course I could not have "*made [my]self, rather than DeepGulf, an owner and the President Director General*", since it was the prerogative of the existing directors to appoint the President Director General and they appointed me as the replacement for Mr. Mitaxa who had just resigned over a political dispute with the Government. I continued corresponding with the gentleman for months afterwards. Incidentally, DeepGulf not being a person could not have been the President Director General.

~~As explained in thorough detail in other letters, I was indeed holding the interest in Toke in my name for the benefit of DeepGulf. It would have been reckless to hold that interest in DeepGulf's name.~~

Toke Oil and Gas completed \$14.9 million in contracts that ended in May 2012. During that time, Mr. Moszkowski distributed \$1.304 million in "Director Salaries". At the same time, Mr. Moszkowski was also receiving his full time DeepGulf salary. Mr. Moszkowski payed these Director Salaries without the knowledge and approval of the DeepGulf Board.

Marc Moszkowski – Messrs. Howard and Johnson need to explain for which absurd reason the payment of salaries to the foreign directors of an independent foreign company which predated my first trip to East Timor and was also DeepGulf's client should have required the "*approval of the DeepGulf Board*". Those salaries were not "*distributed*" by me in any way, but taken directly by the other directors. I personally postponed the salaries I received from Toke until two years later. For information, during that period the net "*full time*" salary I received from DeepGulf amounted to the equivalent hourly wage of \$10.30.

Mr. Moszkowski freely admits to distributing the funds. (*see attached - Moszkowski letter to Shareholders dated November 19, 2017 page 3 paragraph 3*). Mr. Moszkowski admits to taking \$345,000, and refuses to provide an accounting of the remaining \$959,000.

Marc Moszkowski – Although compensation is accurately described in my letter, the letter to which Messrs. Howard and Johnson are referring does not state that I distributed any fund myself. I have provided a full accounting for the \$959,000 expenditure to the DeepGulf director

who was sitting on the board before Mr. Johnson's appointment. To my knowledge he shared that information with Mr. Howard.

The Board has sought to uncover the details of all monies spent. In response, Mr. Moszkowski strenuously and repeatedly states that any and all records and documentation regarding Toke Oil and Gas are his, and his alone, despite DeepGulf's acquisition of Toke shares in May 2012.

Marc Moszkowski – Mr. Howard has accused me of embezzlement, before ever considering facts. I have been quite straightforward with the past director but refuse categorically to communicate with a man who has accused me of criminal activities without a shred of evidence.

Actions

The attached notices were sent to Mr. Moszkowski February 1, 2018 concerning civil theft of DeepGulf business opportunities. Mr. Moszkowski has 30 days to respond. His response will determine the next course of action.

Marc Moszkowski – I am now accused in writing and officially of "*civil theft of DeepGulf business opportunities*", and, as has been repeatedly observed from Mr. Howard's past accusations, again without a shred of evidence and in defiance of any decency or any common sense. The notices demand from me that I pay within 30 days the extraordinary combined amount of \$3,914,292.66 to the company. I consider the letters to be an egregious intimidation attempt and that their real purpose is no doubt to artificially offset the vast amounts the company owes me for the reimbursement of the cash I made available to the company and my unpaid salaries for the past five years.

Also, the Board has read his many recent letters to Shareholders and has sought to investigate his accusations, however Mr. Moszkowski refuses to provide documentation or evidence. DeepGulf records in our possession and documentation provided by Mr. Moszkowski to support his permanent visa application do not support his stories and have raised issues regarding Toke's timeline.

Marc Moszkowski – Messrs. Howard and Johnson need to explain in detail in which possible way a visa application prepared for and submitted to the U.S. immigration authorities by Mr. Howard himself could in any way affect my own description of the history of DeepGulf's activities.

Furthermore, it is mendacious on the part of Messrs. Howard and Johnson to state that I made any accusation. In contrast with Mr. Howard's usual conduct, I have only asked questions which to this day have been ignored by Messrs. Howard and Johnson, i.e.:

1. For what purpose exactly did Mr. Howard spend the \$1,250,000 of net cash flow and capital to which he was the only person to have access, at a time he claims he was not a corporate officer reporting to the president?
2. If he was not a corporate officer reporting to the president, in what capacity did he spend the money, and under whose supervision?
3. Furthermore, did he expend all the money, or is part of it in escrow, or invested somewhere?

Conclusion

While serving as DeepGulf's President and its Executive Officer, Mr. Moszkowski's primary responsibility was to secure a revenue stream for DeepGulf and was given the authority to do so. However, the Board believes that when presented with a lucrative opportunity, he structured the project to take the profits for himself, robbing critical funds needed to grow and develop DeepGulf.

Marc Moszkowski – Messrs. Howard and Johnson are again outrageously accusing me, this time of "*robbing critical funds needed to grow and develop DeepGulf*". It is particularly ironic to read that critical funds were needed to grow and develop the company, when at the same time the company has failed to pay me any salary for the past 5 years and on the contrary relied on the large cash injections I provided personally. When the two debts are combined, the company owes me to this day close to \$800,000 before interest. However, and notwithstanding the fact that the salaries paid to me in East Timor were rightfully disbursed for difficult and dangerous duties actually discharged in the field, it seems it was none of Messrs. Howard and Johnson's plans to use any additional cash flow to pay for the debt and unpaid salaries owed to the company's only operational cash flow producing employee. Hence a legitimate question: assuming additional cash flow had been released to DeepGulf, for which purpose did Messrs. Howard and Johnson plan to expend it, if not for unpaid salaries and debt to the only operational employee?

In accordance to my duties, I did indeed secure a revenue stream to DeepGulf, in an amount probably in excess of \$600,000, according to revised data, after all my DeepGulf expenses and DeepGulf salaries had been paid. If to this amount is added the capital of \$756,000, the total monies expended by Mr. Howard reached in fact more than \$1,356,000 while all my personal expenses and salaries to find and negotiate the projects and actually run them, devise all the technologies required for future developments, and defend the company in the numerous legal disputes along the way was under a million. Mr. Howard never had any operational position. Mr. Howard continues to ignore my inquiries about his expenses.

The suggestion that I "*structured the project to take the profits for [myself]*" is either insane or silly, since Toke existed a long time before its President Director General contacted me, for one thing, and, for another, I postponed all salaries paid to me by Toke until more than two years after the first contract was signed.

If you have questions or comments, please feel free to contact us.

Marc Moszkowski – I do have a question indeed: if they have any concern for what happened to their investment, will the shareholders continue to side with Messrs. Howard and Johnson's senseless and absurd accusations, or will they open-mindedly heed my thoroughly documented calls to reason?

Best Regards

Rus Howard, Chairman, 850-377-1856

Thomas Johnson, Director, 850-712-9095

1 IN THE UNITED STATES DISTRICT COURT FOR THE
2 NORTHERN DISTRICT OF FLORIDA
3 PENSACOLA DIVISION

5 DEEPGULF, INC., and
6 TOKE OIL AND GAS, S.A.,
7 Plaintiffs,
8 vs.
9 MARC M. MOSZKOWSKI,
10 Defendant.

DEPOSITION OF MARC M. MOSZKOWSKI

13 Taken on behalf of the Plaintiffs

14 DATE TAKEN: Monday, October 21, 2019

15 TIME: 9:50 a.m. to 11:49 p.m.

16 PLACE: Litvak Beasley Wilson & Ball, LLP
17 40 Palafox Place, Suite 300
18 Pensacola, Florida 32502

19 Examination of the Witness reported by:

20 Christina M. Esposito, Registered Professional
21 Reporter, Notary Public, State of Florida at Large

1 A P P E A R A N C E S

2 FOR THE DEFENDANT:

3 THOMAS R. BOLLER, ESQUIRE

4 MARY ALLIE E. BOLLER, ESQUIRE

5 Boller Law Firm

6 150 Government Street, Suite 1001

7 Mobile, Alabama 36642

8

9 FOR THE PLAINTIFF:

10 BRADEN K. BALL, JR., ESQUIRE

11 Litvak Beasley Wilson & Ball, LLP

12 40 Palafox Place, Suite 300

13 Pensacola, Florida 32502

14

15 COURT REPORTER:

16 CHRISTINA M. ESPOSITO, RPR

17 Anchor Court Reporting

18 229 South Baylen Street

19 Pensacola, Florida 32502

20 (850) 432-2511

21 1-800-432-2511

22 FAX: (850) 432-2302

23 www.anchorreporters.com

24

Also Present:

25

Russ Howard, Corporate Representative

1 **INDEX OF TRANSCRIPT**

3	Proceedings	05
4	WITNESS:	
5	MARC M. MOSKOWSKI	
6	Direct Examination by Mr. Ball	07
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13 **PLAINTIFF'S EXHIBIT INDEX**

14	<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
15	1	Passport Photograph	06
16	2	Composite Bates Stamped 1 through 103 ..	11
17	3	Additional Emails, pages 1 through 13 ..	82
18			

19 **DEFENDANT'S EXHIBIT INDEX**

21	<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
22		* * * * * NONE * * * * *	
23			

STIPULATION

3 It is stipulated and agreed by
4 Counsel for the parties that the
5 deposition is taken for the purpose of
6 discovery and/or evidence; that all
7 objections save as to the form of the
8 question are reserved to the time of
9 trial; and that the reading and signing
10 of the deposition are not waived,
11 together with the notice of original
12 hereof.

* * * *

1 * * * * *

2 P-R-O-C-E-E-D-I-N-G-S

3 * * * * *

4 MR. BALL: So Mr. Moszkowski, I have got --
5 just so you know, I have got Mr. Howard here, and
6 myself, and then your attorneys are here, Mr.
7 Boller and Mrs. Boller. And then I have got the
8 court reporter here as well.

9 So she is taking down everything you say,
10 and that I say, and then everything anyone else
11 says as well, just like last time.

12 So Mr. Moszkowski, if you will recall, this
13 is our second deposition with you. The first time
14 was here in Pensacola. You are in France, and we
15 are taking this deposition by Skype.

16 So I want to put on the record that we are
17 stipulating that the court reporter here may swear
18 you in, and we are using your passport to
19 accomplish that, and to help her swear you in and
20 identify you.

21 And I will have your lawyer, Mr. Boller,
22 confirm that, if you will.

23 MR. BOLLER: Sure.

24 MR. BALL: And there's (indicating) his
25 passport, which we will amend as Exhibit 1 on the

1 record.

2 (Exhibit 1 marked for
3 identification.)

4 THE WITNESS: Mr. Ball, can you please turn
5 the camera? I want to see my lawyers.

6 MR. BALL: We can, but it is sort of hard,
7 but there they are (indicating).

8 MR. BOLLER: Hi.

9 THE WITNESS: Just turn it a little bit so I
10 see everybody.

11 MR. BALL: How is that?

12 THE WITNESS: That's perfect.

13 MR. BALL: All right. So anyways, I will
14 have the court reporter swear you in now. So I
15 will turn the camera to her.

16

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18

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1 * * * * *

2 Whereupon, the Witness,

3 **MARC M. MOSZKOWSKI**

4 having been first duly sworn by the Court Reporter,

5 testified on his oath as follows:

6 THE WITNESS: I do.

7 * * * * *

8 **DIRECT EXAMINATION**

9 * * * * *

10 **BY MR. BALL:**

11 Q. Mr. Moszkowski, we have gone through this
12 before, but we have a different court reporter, so I'm
13 going to have you introduce yourself, and give your
14 address to her just like you did before, and spell your
15 last name, please.

16 A. M-o-s-z-k-o-w-s-k-i.

17 Q. And your first name is Marc. Is that
18 correct?

19 A. M-a-r-c.

20 Q. Okay. And what is your address?

21 A. L-e, and then another word, V-e-r-d-o-s.

22 Q. Okay.

23 A. 83300, Chateaudouble,
24 C-h-a-t-e-a-u-d-o-u-b-l-e.

25 Q. And as we talked about before in the last

1 deposition, I'm sure you remember the rules we
2 discussed. So make sure as I talk, you try not to talk
3 over me, and I will try to do the same. Can we live
4 with those rules?

5 A. Uh-huh.

6 Q. Thank you. And answer "yes" or "no" to the
7 questions I ask so the court reporter can take down
8 everything, because she is making a written transcript
9 of the record. Is that correct?

10 A. Yes.

11 Q. Okay. Thank you. I want to confirm -- I
12 sent your attorneys several documents last week by
13 email, and I asked them to forward them to you.

14 Did you receive the one larger email that
15 had Bates stamped documents in them?

16 A. What was the title?

17 Q. I don't know what they called it. I had a
18 Bates stamped -- it was a 103 pages long .PDF. And
19 Bates stamps are the numbering at the bottom right-hand
20 corner of the page, that is generated by the computer
21 program, so that it is numbered sequentially 1 through
22 102 or 103, or whatever it is.

23 It had the spreadsheets and the amended
24 complaints and the emails on those. Did you receive
25 those?

1 A. The document I have is called deposition
2 exhibits with Bates numbers dot .PDF, 103 pages.

3 Q. Okay. And then later in the day I had sent
4 a couple of additional documents that I had not
5 included in that packet. Did you receive those
6 documents as well?

7 A. Tell me which reference.

8 Q. Well, there is an email between you and
9 Rodney Lewis, December 4th, 2017. And there was a
10 further -- I'm trying to find it -- the Promise of
11 Mortgage Assignment between you and Mr. David Rumsey.

12 Did you receive those documents?

13 A. I received depo exhibits underline email of
14 12/4/2017 dot .PDF.

15 Q. Yes, sir.

16 A. 13 pages.

17 Q. Okay. Did you receive another attachment?

18 A. And I received deposition -- hold on -- depo
19 exhibits promise of mortgage dot .PDF, five pages.

20 Q. Okay. Those are the three .PDFs I sent, so
21 thank you. I appreciate you saying that you received
22 those.

23 So Mr. Moszkowski, after reviewing the
24 spreadsheets that we received later in this case after
25 your first deposition, and the emails that you sent,

1 I'm convinced that, you know, you are basically the one
2 that knows the most about the information in this case.

3 So I have some questions for you about
4 issues that were raised in those emails, and issues
5 that were raised in the spreadsheet, and about some
6 issues that were raised by your amended answer,
7 counterclaim, and affirmative defenses.

8 So I want to go through some of those things
9 with you here today. I hope this is much shorter than
10 our last experience, which took most of the day.

11 I assume this will be a several-hour event,
12 or an hour event, or something like that. So I hope
13 not to take too much of your time.

14 In your emails, I see -- and in the
15 spreadsheets -- we see payments from Toke Oil and Gas.
16 Is that correct?

17 A. Which page are you referring to?

18 Q. Well, in the spreadsheets that you sent to
19 me -- in the first email, they were Bates stamped
20 documents. And on pages 3 through 12, we see
expenditures from Toke Oil and Gas. Is that correct?

22 A. That's what I see here.

23 Q. Okay. And I'm going to have this marked as
24 a copy for the court reporter.

25 MR. BALL: Did y'all bring your own copy, or

1 do y'all need -- okay. And I will attach this as
2 Exhibit 2 to the deposition as a Composite
3 Exhibit.

4 (Exhibit No. 2 marked for
5 identification.)

6 MR. BOLLER: Mr. Ball, would you be a little
7 more specific as to what exhibit you have just
8 offered? I assume you are going to have it
9 attached to the deposition.

10 MR. BALL: I am -- not offering it, but I'm
11 just going to attach it to the deposition,
12 obviously.

13 MR. BOLLER: Since there are multiple emails
14 with attachments, for the record, can you clarify,
15 perhaps just by Bates stamp reference?

16 MR. BALL: Sure. This is Bates stamps 1
17 through 102 -- or excuse me, 103.

18 MR. BOLLER: Okay.

19 MR. BALL: And it includes spreadsheets, and
20 your amended response to our complaint,
21 counterclaim, and affirmative defenses, and has a
22 few emails, as well, in the back of the exhibit.

23 But for ease of clarification, talking to
24 Mr. Moszkowski, I just included this as one
25 exhibit.

1 MR. BOLLER: Okay.

2 **BY MR. BALL:**

3 Q. So Mr. Moszkowski, I see some payments in
4 these spreadsheets made between Toke and DeepGulf, so I
5 want to dive a little bit into those payments.

6 First of all, I want you to describe the
7 relationship between Toke and DeepGulf. It seems there
8 may have been two relationships. Is that correct?

9 A. I don't understand your question.

10 Q. Okay. Well, I'm asking -- DeepGulf appears
11 to have been -- in your prior deposition you said that
12 you were holding the ownership interest in Toke for
13 DeepGulf. Is that correct?

14 A. No.

15 Q. You didn't say that in your last deposition?

16 A. I don't recall saying that. That may be
17 what you interpreted, but that is certainly not what I
18 said.

19 Q. Okay. So tell me what the relationship was
20 there. You were a shareholder -- is that correct? --
21 of Toke Oil and Gas?

22 A. I was.

23 Q. Okay. And at no time were you ever holding
24 that on behalf of DeepGulf, Inc.

25 A. No.

1 Q. Okay. So you were only holding it on your
2 own behalf. Is that correct?

3 A. Yeah. Because there was no -- well, anyway,
4 I'm not going to elaborate. No, I was not. I was
5 holding it in my name.

6 Q. Okay. Did you ever allow anyone to believe
7 that DeepGulf, Inc. was a shareholder in Toke Oil and
8 Gas at the time it was formed?

9 A. Never.

10 Q. Okay. There were payments made to DeepGulf
11 from Toke Oil and Gas in the 2008 and '09 and '10
12 timeframes in those spreadsheets. Can you describe
13 what those payments were?

14 A. Yes. According to the agreement signed by
15 Mr. Howard between Toke Oil and Gas and DeepGulf ...

16 Q. Okay. And what did DeepGulf perform? What
17 were their jobs in performing -- or what work did they
18 do to earn those payments?

19 A. DeepGulf -- what do you mean by "DeepGulf"?

20 Q. Well, you said DeepGulf was paid for working
21 for Toke in some way. Is that correct?

22 A. Yes.

23 Q. Okay.

24 A. Yes. There was an agreement between
25 DeepGulf and Toke, which was signed by Mr. Howard. And

1 accordingly, payments were made from Toke Oil and Gas
2 to DeepGulf.

3 Q. So my question is: What was the work that
4 was done by DeepGulf to garner those payments?

5 A. None.

6 Q. They were just paid for no work at all?

7 A. Yes.

8 Q. Okay. You are also -- at that time and at
9 this time -- you are the president of DeepGulf. Is
10 that correct?

11 A. I was the president of DeepGulf.

12 Q. Okay. Were you performing any tasks for
13 DeepGulf when you were working for Toke Oil and Gas?

14 A. Yes, sir.

15 Q. Okay. What were those tasks that you were
16 performing?

17 A. All of the research, development, and
18 anything that was unrelated to Toke Oil and Gas.

19 Q. Okay. But I'm asking in relation to --
20 there were payments that were made by Toke Oil and Gas
21 to DeepGulf. So I'm trying to understand those
22 payments.

23 A. Okay. It was an commission.

24 Q. I'm sorry. I didn't understand you.

25 A. It was a ten percent commission.

1 Q. And how was that commission earned?

2 A. It was a ten percent commission.

3 Q. Okay. But people earn commissions in some
4 way. Was it a commission to set up a deal? Was it a
5 commission for work performed? What was it?

6 A. I think you can ask me the question a
7 bazillion times, but I am not going to answer anything
8 but it was a commission for no particular reason.

9 The idea was to maximize the return for
10 DeepGulf.

11 Q. So just to confirm what you just said is
12 that DeepGulf -- and you were part of DeepGulf at the
13 time -- did no work for that commission. Is that
14 correct?

15 A. It is very difficult to understand your
16 questions, then, exactly where you are trying to go.
17 I'm afraid here you are trying to manipulate me into
18 saying things that I don't want to say, or cannot say
19 because they are not the truth.

20 Q. No, I don't want that. I --

21 A. I feel very uncomfortable with those
22 questions. The fact of the matter is, I negotiated a
23 ten percent commission for DeepGulf.

24 Q. And that was ten percent --

25 A. For DeepGulf --

1 Q. -- of the revenue of the project? Tell me
2 how the commission was calculated.

3 A. You should refer to the agreement.

4 Q. But I'm asking you. I need to know from
5 you -- I need you to answer the question -- I need to
6 know from you, if you know, where that ten percent came
7 from?

8 A. It was ten percent of the -- ten percent of
9 the monies paid to the major subcontractor E.G.S.

10 Q. Okay. So I understand -- and I don't
11 understand the details of this because I wasn't there.
12 So just understand that.

13 So E.G.S. was paid for work that E.G.S. did
14 for Toke. Is that correct?

15 A. Correct.

16 Q. And so ten percent of those monies were paid
17 to DeepGulf. Is that in essence what happened?

18 A. No. It is not ten percent of those monies.
19 It is an amount equal to ten percent of those monies.

20 Q. I think we are saying the same thing, but
21 maybe I don't understand.

22 A. Okay. I'm sorry. We are not. What you
23 were saying meant to me, every time you paid \$1,000
24 total, you would give \$100 to DeepGulf. No.

25 Every time Toke paid \$1,000 to Toke -- to

1 E.G.S., Toke paid \$100 to DeepGulf.

2 Q. So 1,000 went directly to E.G.S., in your
3 hypothetical, and then a different \$100 went to
4 DeepGulf. Is that correct?

5 A. Correct.

6 Q. Okay. I understand. Okay. Was that the
7 same relationship with a company like G-Ocean? Was
8 that a similar relationship with DeepGulf?

9 A. Absolutely not.

10 Q. Okay. So tell me, did DeepGulf earn
11 commissions off of payments made to G-Ocean?

12 A. Absolutely not.

13 Q. Okay. Did DeepGulf earn any other money
14 other than commissions, as far as you know, from the
15 projects in East Timor?

16 A. I don't think so.

17 Q. Okay. I'm just asking what you know. I'm
18 not asking you to guess, or anything else. With regard
19 to those projects which are shown on the spreadsheet,
20 who contracted with the government of East Timor? I
21 understand there was a contract directly with that
22 government. Is that correct?

23 A. Yes, sir.

24 Q. Okay. And who contracted with the
25 government in East Timor?

1 A. Toke Oil and Gas.

2 Q. And then E.G.S. contracted with Toke Oil and
3 Gas. Is that correct?

4 A. That is correct.

5 Q. Okay. As did DeepGulf?

6 A. As did DeepGulf.

7 Q. Okay. Now, from the standpoint of Toke Oil
8 and Gas, were you the person who was in charge of
9 negotiating these contracts?

10 A. Yes, I was.

11 Q. Okay. And who made the calculations to
12 create the invoices that were sent to contractors? Did
13 you do that, or was someone else involved?

14 A. I did the calculation for the invoices to
15 the contractors.

16 Q. And how did you make those calculations?

17 A. I don't get your question.

18 Q. Well, you said you made the calculations.
19 Did you do it by using a computer program? Did you
20 take information -- how did you do that?

21 A. Have you ever done anything like this?

22 Q. I have never, that's why --

23 A. I wrote invoices. I discussed invoices with
24 the contractors. I sent invoices to the clients,
25 according to the agreements.

1 Q. Okay. And did you handwrite those or type
2 those on a computer?

3 A. I really don't understand the question.

4 What difference does it make? I don't get it.

5 Sometimes I wrote it. Sometimes I typed it.

6 Q. Okay. Did you save those invoices anywhere?

7 A. I sent the invoices to the clients, and I
8 received invoices from the contractors, subcontractors.

9 Q. Okay. I understand. Did you retain those
10 invoices yourself?

11 A. I attached them to my correspondence to you.

12 Q. Okay. And that's all of the invoices that
13 you retained. Is that correct?

14 A. I believe so. I believe so.

15 Q. Now, when an invoice came in to be paid, who
16 physically issued the check to pay those invoices?

17 A. I have no idea.

18 Q. You did not?

19 A. No. Of course I didn't.

20 Q. Did you receive records from somebody about
21 those payments, regarding those payments?

22 A. No. The spreadsheets you have is all I
23 have.

24 Q. Okay. So there's no other financial
25 records, other than these spreadsheets that you have

1 presently?

2 A. I sent you everything I have that related to
3 those spreadsheets.

4 Q. Okay. Now, let me ask you a little bit --
5 let me ask you this: We were kind of talking about the
6 first project. So would that be the same for all three
7 projects in East Timor?

8 A. Yes. The clients were not exactly -- yes.

9 Q. Different clients, but the same process?

10 A. Yes.

11 Q. Okay. Now, let me ask you this: So these
12 spreadsheets show that you were paid for your role with
13 Toke Oil and Gas. Correct?

14 A. Correct.

15 Q. Okay. And you told me at the earlier
16 deposition -- tell me the role that you had with Toke
17 Oil and Gas. What was the name of it?

18 A. You don't know it?

19 Q. Well, I think it was president director, but
20 I might be saying that wrong.

21 A. Okay. I think I said it a million times,
22 President Director General.

23 Q. Okay. I had it wrong, so thank you for
24 correcting me. Now what, specifically, did you do as
25 President Director General to earn these monies shown

1 on these spreadsheets?

2 A. Everything you can think of.

3 Q. I have no experience in this industry, so
4 you have to break it down for me.

5 A. I have written it in my filings and
6 pleadings several times.

7 Q. Okay. This time -- well, go ahead.

8 A. I negotiated the contracts with the clients.
9 I negotiated the contracts with the contractors. I
10 sourced the contractors. I discussed with the
11 contractors.

12 I selected the site. I sourced all of the
13 equipment that would go on the site. I hired the
14 personnel. I hired the boats. I made arrangements so
15 that fuel would be supplied to the boats.

16 I was on the ships myself for some of the
17 projects. I was the captain of the ship myself. I did
18 all the calculation. I did all the engineering. I did
19 all the administrative work related to the project.

20 I talked to the government. I traveled to
21 Korea. Virtually, I did everything that is involved in
22 the management of those projects.

23 I drove the cars. I drove the mini bus. I
24 drove the ships. I already said it. I decided where
25 to drill the holes. I wrote all the reports.

1 I correspondence -- I corresponded daily
2 with the contractors. Quality -- I checked the quality
3 of all the files I received through our very expensive
4 satellite internet connection. I prepared my food. I
5 did twenty jobs.

6 Q. Okay. Explain to me -- you said files
7 received through your internet connection. What does
8 that mean?

9 A. The files that were produced, you know,
10 those were survey files. And I received the survey
11 files virtually every day, or several times every day.
12 And I checked them, and I approved them. And when they
13 were okay, I would send them to the clients.

14 Q. So these were files received by
15 subcontractors. Is that correct?

16 A. Yes.

17 Q. Okay. Now, at that same time, as you were
18 having this role with Toke, you also had a role with
19 DeepGulf. Is that correct?

20 A. Correct.

21 Q. And you were President of DeepGulf?

22 A. Correct.

23 Q. And you were being paid during that time for
24 your role as President of DeepGulf. Correct?

25 A. Correct.

1 Q. Tell me what work you were doing for
2 DeepGulf at the same time you were doing this work in
3 your role as President Director of Toke?

4 A. I would devise technologies that were
5 unrelated to the Toke project. I would do the
6 marketing and try to -- attempting to find clients for
7 new technologies. I would talk with other clients
8 other than Toke. I would develop technologies with
9 our -- with Korean companies in Korea.

10 Q. And were those --

11 A. I would do for DeepGulf everything that was
12 unrelated to Toke.

13 Q. And you mentioned technologies. Were those
14 all the technologies that you disclosed at your last
15 deposition?

16 A. Probably.

17 Q. Are there any other technologies that
18 weren't disclosed then?

19 A. I don't think so. Mr. Ball, I have dozens
20 of technologies, as you know. And by the way, I have
21 no secrets about the technologies. So I believe that I
22 gave you everything I had to give you.

23 Q. Okay. I understand. Now, in your
24 spreadsheets there are also payments made, and the sum
25 that I came to -- and you may not know the exact sum,

1 but \$218,485 to Vincente Ximenes.

2 MR. BOLLER: Can I object to the form of
3 that question? You identified the spreadsheets as
4 his spreadsheets. I think the origin and genesis
5 of the spreadsheets is an issue. So, if you will,
6 just rephrase that.

7 MR. BALL: Yes.

8 **BY MR. BALL:**

9 Q. So the spreadsheets that we received from
10 you in the discovery process, that are attached as part
11 of Composite Exhibit 2, there are payments shown to
12 Vincente Ximenes. Is that correct?

13 A. Yes, tell me.

14 Q. Well, have you seen the spreadsheets?

15 A. They are here, but I'm seeing exactly the
16 same thing you are seeing. Those are not my
17 spreadsheets. So if you see it, I see it.

18 Q. Okay. So do you see payments made to
19 Vincente Ximenes?

20 A. I do.

21 Q. Do you know what those payments were for?

22 A. Not necessarily. I guess it was for
23 salaries. That's what I always assumed.

24 Q. At this time you were a member of the Board
25 of Directors of Toke. Is that correct?

1 A. I was.

2 Q. Were you involved in the determination of
3 the director -- or, I'm sorry, the payments made to
4 Vincente Ximenes?

5 A. Not really.

6 Q. Well, "not really" tells me you may have
7 been involved in some minor fashion.

8 A. No, never. I was informed after the fact.

9 Q. Okay. So when payments were being made, you
10 had no clue that payments were being made to Vincente
11 Ximenes?

12 A. No. The same way as when Mr. Howard would
13 make a payment inside the company, I wouldn't know. By
14 the way, Mr. Howard paid himself salaries for years,
15 and I had no idea. Those spreadsheets are not my
16 spreadsheets, and I did not decide what was being paid
17 to whom.

18 Q. Okay. Well, that's fair enough. And that's
19 the question I'm trying to find out. Do you know who
20 decided to make those payments to Vincente Ximenes?

21 A. Say it again.

22 Q. Do you know who would have decided, or do
23 you know who decided to make payments to Vincente
24 Ximenes?

25 A. I don't for a fact.

1 Q. Okay.

2 A. Although, I assume it was Vincente Ximenes
3 and Gino Fabro.

4 Q. Okay. And Gino and Vincente, for the
5 record, were the other directors of Toke Oil and Gas.
6 Is that correct?

7 A. Correct.

8 Q. Okay. Gino also has payments made to him,
9 although much smaller than --

10 A. Well, not much smaller.

11 Q. Okay. Well, I calculate 26,000 versus
12 218,000, but we can have discrepancies on what is
13 smaller and what is more, or less, or whatever, but it
14 doesn't matter for my question. My question --

15 A. It is a huge discrepancy.

16 Q. Okay. So my question is going to be -- Gino
17 Fabro received payments. Do you see that on the
18 spreadsheets?

19 A. Yes, sir.

20 Q. Do you know who made decisions about how
21 those payments were made?

22 A. Probably him and Vincente Ximenes.

23 Q. So they left you out of that discussion. Is
24 that your testimony here today?

25 A. Absolutely.

1 Q. Okay. There are also payments made to Hali
2 Group, S.A. Are you familiar with those payments?

3 A. Yes.

4 Q. Okay. Do you know who Hali Group, S.A. is
5 comprised of?

6 A. I suppose it was 50 Fabro and 50 percent
7 Ximenes.

8 Q. Okay. What was their role in the Toke Oil
9 and Gas entity?

10 A. Vincente Ximenes was very active.

11 Q. Okay.

12 A. And Gino Fabro was not as active.

13 Q. What did Vincente Ximenes do? You said he
14 was active. What did he do?

15 A. He paid all the political relations with the
16 government. He ensured that payments were paid, and
17 was instrumental in the logistics of the project -- the
18 local logistics of the project.

19 Q. So he was -- and I may have not heard you
20 well. So did you say that he paid political relations
21 with the government, or something else? I'm sorry, I
22 just didn't hear you.

23 A. It is hard for me to believe you did not
24 hear me. He was responsible for the relationship with
25 the client, the government, and he was responsible for

1 making sure that payments from the government to Toke
2 were made on time. He was very successful at it.

3 Q. Thank you for clarifying that. You can
4 believe me or not. It is of no relevance. The
5 payments made to Hali Group, S.A., are you familiar
6 with how those were determined?

7 A. They were determined, I suppose, by Fabro
8 and Ximenes.

9 Q. You had no involvement in that
10 determination. Is that correct?

11 A. I had none.

12 Q. Okay. They were paid, and you may not have
13 added it up like I have, but my calculations show over
14 \$564,000, Hali Group, S.A. Is that correct?

15 A. No. They were paid 574,000, about.

16 Q. Okay. Do you know what those payments --
17 what that payment was for? Did they do work for Toke
18 Oil and Gas?

19 A. I'm not sure I understand your questions.
20 The company was owned by these people. They did
21 whatever they wanted to do with the company. I had a
22 one-third interest in the company.

23 Q. Okay.

24 A. I was not their boss, and I was not the
25 majority holder. So I don't understand your question.

1 Q. Well, my question was related to this: So
2 DeepGulf received payments -- okay?

3 A. Okay.

4 Q. -- from the company. And they were doing
5 management work, or something, and they were entitled
6 to a ten percent commission. Okay?

7 A. Uh-huh.

8 Q. So I'm wondering if Hali Group had a dual
9 role. In other words, they were owners -- and I
10 understand they were owners. Did they also have a --
11 did that company role -- a contractual role, or some
12 other role -- with Toke Oil and Gas?

13 A. I don't know exactly what difference it
14 makes -- plus, at the time DeepGulf had no interest in
15 the company. Those people did whatever they wanted
16 with their company.

17 Hali was -- I believe was 50 percent
18 Vincente and 50 percent Ximenes. They did it for
19 whatever reason they had -- tax reasons, organization,
20 their wives, I have no idea.

21 Q. Let me ask you this question: Do you know
22 of any contractual obligations between Hali Group and
23 Toke Oil and Gas?

24 A. There was no contracts between Toke Oil and
25 Gas with anybody but DeepGulf.

1 Q. Okay. And the other subcontractors like
2 E.G.S., and those other people. Correct?

3 A. Correct.

4 Q. So no contracts with anybody -- and this is
5 a loose word, but an insider with Toke Oil and Gas?

6 A. Exactly.

7 Q. Okay. So the Hali Group payments were made
8 at the request -- and you may not even know, but you
9 believe that they were made because of Gino and
10 Vincente?

11 A. Probably more Gino than Vincente.

12 Q. Okay. But you weren't involved in those
13 decisions at the time?

14 A. No, I was not.

15 Q. Okay. Now, you said Gino had a smaller role
16 in the company, Gino Fabro. What was his role with
17 Toke? What did he do for Toke Oil and Gas?

18 A. Well, at first he would do some logistics,
19 and very early on I discovered that he was making a
20 profit out of sales to contractors. Also, I noted that
21 he was taking a lot of money and not doing much, so I
22 fired him from operational duty.

23 Q. Okay. And you say, "profit out of sales to
24 contractors." Is that something that you found that
25 maybe wasn't proper?

1 A. Again, I don't see -- well, I'm going to
2 reply to you. I don't understand in which way it could
3 be DeepGulf's problem. At the time it was an
4 independent company.

5 Q. Okay.

6 A. But I'm going to reply to you. It is very
7 irritating because it was a third-party company --
8 nothing to do with DeepGulf. So in 2008 I fired Gino
9 because he was taking too much money and doing very
10 little.

11 Q. Okay. And you fired him in your role as the
12 head person at Toke Oil and Gas?

13 A. Well, actually, I'm not sure I had the
14 authority on my own, but I was supported by Vincente.
15 And we told Gino to get the hell out of operations
16 because he was no good.

17 Q. Okay. Now, you went through all the roles
18 that you played with Toke, and there were a lot of
19 them. And I don't remember all of them, but we went
20 through them as a laundry list of roles, and I didn't
21 write them all down.

22 Did you compare monies coming in, monies
23 going out, versus a budget, or do anything like that
24 for Toke?

25 A. Do you have any -- it doesn't seem like you

1 have any business experience. I don't understand your
2 question. It is either so obtuse that I don't know
3 what it means, or it doesn't mean anything.

4 Q. Okay. Well, you can answer the question
5 instead of questioning my business sense. You can
6 answer the question.

7 A. No. I don't understand your question
8 because to me it doesn't make any sense, so please
9 rephrase it.

10 Q. Okay. So in your role as the President of
11 Toke Oil and Gas, did you take numbers, expenses, and
12 monies coming in, and compare those versus budgets that
13 had been created earlier, or anything like that?

14 A. Okay. That's only one -- sometimes I did.
15 It doesn't mean anything. I did cost control. There
16 are hundreds of ways of doing cost control.

17 Your question is -- you are trying to lead
18 me to go somewhere that makes me feel extremely
19 uncomfortable. And, apparently, you have strictly no
20 experience with that kind of business.

21 So I'm really trying to help here, but
22 please ask your questions candidly in the way that
23 means something to me.

24 Q. Well, I'm trying to understand your role a
25 little bit further, because you talked about Vincente

1 was in charge of relationships, and making payments on
2 time with regard to the government, I think, is what
3 you said.

4 So I'm asking you further about your role
5 with regard to the financial side of things for Toke.
6 Okay?

7 A. Okay.

8 Q. And so there are multiple directors and
9 multiple people that were involved in Toke. So I'm not
10 asking, was it done. I'm asking, were you involved
11 personally with the expenditures and revenue for
12 Toke -- okay? -- and comparing those versus budgets for
13 projects. Yes or no?

14 A. I cannot say yes, and I cannot say no,
15 because your question doesn't mean anything. It has
16 nothing to do with budget.

17 Cost control has nothing to do with budget
18 in this kind of project, because this kind of project
19 are one in all. There is no history. There is no
20 experience. No one has ever done it before.

21 The only thing I think I would do was making
22 sure there was a profit; that we were always
23 controlling costs, controlling expenses; and making
24 sure we were not overpaying the contractors. That's
25 all I did.

1 Q. So that's how you cost-controlled. So that
2 is a good answer. So controlling costs, was that the
3 only way you controlled costs? I'm sure there were
4 multiple ways you controlled costs with regard to the
5 project.

6 A. There are multiple ways. This is not a
7 hardware business in Pensacola. Almost 90 percent is
8 unknown.

9 Q. Okay.

10 A. So I have the feeling that you are trying to
11 corner me or trick me into saying something.

12 Q. No, sir. I just want an answer.

13 A. Okay. I gave you -- I gave you a long list
14 of all I did for Toke.

15 Q. Okay.

16 A. If you want to talk about engineering, we
17 can, too.

18 Q. Okay. So you can tell me "yes" or "no":
19 Was there a budget prepared by somebody for these
20 projects before the projects were entered into?

21 A. The question has no meaning.

22 Q. Is the answer "yes" or "no"? I need an
23 answer to the question.

24 A. Okay. I would not call it a budget. And I
25 don't know exactly what you would call a budget. Those

1 projects do not run on a budget.

2 You have a contract with certain costs,
3 certain quantities. You make sure you deliver the
4 quantities at cost, and you pay for the quantities that
5 you buy at the cost that was agreed in the contract.

6 And you play by ear nonstop.

7 Q. Okay. And you were the one doing that. Is
8 that correct?

9 A. I was the only one doing it.

10 Q. Not Vincente?

11 A. Of course not.

12 Q. Not Gino?

13 A. No.

14 Q. Not Mr. Howard?

15 A. Certainly not Mr. Howard.

16 Q. Okay. How did you manage the cost control?
17 Was there some computer program or other method of
18 doing that?

19 A. Mostly Excel, and also mostly in my head.

20 Q. Okay.

21 A. Like any project manager in the world.

22 Q. Did you keep those records in Excel? Do you
23 have those records today?

24 A. Some of them, not all of them. What I kept
25 was the invoices, which I sent you copies of.

1 Q. And these spreadsheets. And that's all that
2 you have. Is that correct?

3 A. Yes, mostly.

4 Q. Did you ever use a computer program named
5 Osilas?

6 A. No.

7 Q. Okay. Are you familiar with that program in
8 any way?

9 A. I was familiar with that program.

10 Q. How --

11 MR. BOLLER: Could you spell that for the
12 record, please.

13 MR. BALL: O-s-i-l-a-s.

14 MR. BOLLER: Thank you.

15 **BY MR. BALL:**

16 Q. How are you familiar with Osilas?

17 A. Because I think we were trying to use it
18 before any project with Toke, or DeepGulf, when I was
19 contractor for Saipem in Houston.

20 Q. That's when you saw it, in Houston?

21 A. I have been a contractor for a very long
22 time. So there was no money coming in for DeepGulf, so
23 I was a contractor with, I think it was Saipem Saibos
24 in Houston.

25 Q. Was Osilas used, to your knowledge, with

1 regard to the projects that Toke Oil and Gas were
2 involved with?

3 A. No. Where the hell did you get this thing
4 that is so irrelevant? That beats me.

5 Q. I just want to make sure I'm clear on this
6 question. I asked you if you were involved in it, but
7 was there ever a meeting, called by the directors of
8 Toke Oil and Gas, to determine salaries or payments
9 going to the directors?

10 A. No.

11 Q. Okay. Was there ever an email discussion
12 about it?

13 A. No.

14 Q. Was there ever a telephone conversation
15 about it?

16 A. Telephone in Timor at the time? No.

17 Q. Was there a Skype conversation about it?

18 A. No.

19 Q. Any conversation in any kind of form at all?

20 A. Verbal conversations, probably.

21 Q. In person?

22 A. Yes, probably.

23 Q. Okay. Were you involved in those
24 discussions? Were you a part of those conversations?

25 A. Okay. I can only talk about the

1 conversations that I was involved in.

2 Q. Yes, sir.

3 A. I cannot talk about conversations I was not
4 involved in.

5 Q. I wouldn't expect you to. I want to know
6 the conversations you were involved in regarding
7 director salaries.

8 A. Yes, go ahead.

9 Q. Tell me about those conversations, who was
10 present, and what the discussions were.

11 A. I would talk with Vincente Ximenes about how
12 much money the directors were to be paid as a salary.
13 That was all. Before that, when Gino Fabro was at the
14 company, I would not even be consulted.

15 Q. So the conversations that you had were after
16 Gino Fabro left the company. Correct?

17 A. Yes.

18 Q. Okay. When did those conversations -- what
19 year did those conversations take place with --

20 A. (unintelligible).

21 Q. -- go ahead.

22 A. I don't remember. I don't remember.

23 Q. What were the substance of those
24 conversations?

25 A. You are asking me what was the substance of

1 the conversations about directors' compensation?

2 Q. That is correct.

3 A. It was directors' compensation.

4 Q. What specifically did you discuss regarding
5 a director's salary?

6 A. The amount to be paid.

7 Q. Okay. And did you and Vincente discuss
8 exact amounts at that time?

9 A. Okay. You are asking me things about ten
10 years ago. I guess so.

11 Q. Okay. Do you remember what the amounts
12 discussed were?

13 A. I remember what the amounts paid were.

14 Q. Okay. My question is: Do you remember what
15 the amounts discussed at the time were?

16 A. I remember the amounts that were paid.

17 Q. Okay. Do you remember a point in the
18 conversation with Mr. Ximenes, an amount being
19 discussed at that time? If you don't remember, you
20 don't remember, but I need an answer to that question,
21 though.

22 A. I really don't understand your questions.

23 I'm sorry. Maybe I'm stupid. Mr. Ximenes would make
24 certain payments, so obviously we had discussed the
25 payments because -- before he made the payment.

1 Q. My question is --

2 A. So I don't get it.

3 Q. Okay. Well, it is a pretty simple question,

4 and the simple question is this: When you and Mr.

5 Himenenez had a discussion about salaries, did you all

6 discuss a specific number? Do you recall?

7 A. I don't see how we could not. That's the

8 reason why I say I don't understand the question.

9 Obviously we discussed the amount before he paid the

10 amount.

11 Q. Okay. Were the amounts that you discussed

12 the amounts that were actually paid?

13 A. I don't know. And I told you already a

14 bazillion times, I don't remember the exact

15 conversation but I remember how much was paid. So

16 that's all I can tell you.

17 Q. That's fine. If you don't remember the

18 amount mentioned in the conversation -- that's what I'm

19 trying to get at, but you haven't said that.

20 A. I have told you five or six times, I don't

21 remember the conversations. Of course I don't. Ten

22 years ago.

23 Q. If you don't remember the conversations,

24 that's fine, if that is your testimony. Do you

25 remember if the amounts paid were generated from those

1 conversations between you and Mr. Himenenez?

2 A. I don't understand your question.

3 Q. So you were paid amounts in your role as
4 Director or President of Toke. Correct?

5 A. President Director General.

6 Q. President Director General. Correct?

7 A. Uh-huh.

8 Q. Okay. And your belief is that those
9 amounts -- and you may not recall the exact
10 discussion -- were discussed with Mr. Himenenez. Is
11 that correct?

12 A. I don't remember if they were discussed, but
13 I can't see how they were not discussed.

14 Q. Okay. But your belief is the payments were
15 made to you based upon those discussions?

16 A. Probably.

17 Q. And to Mr. Himenenez?

18 A. Probably.

19 Q. Okay. All right. Mr. Moszkowski, as we
20 said before, if you ever need a break, a comfort break
21 or a drink break, just let me know. Okay?

22 A. Say that again.

23 Q. If you ever need a break -- I didn't mention
24 that at the beginning of this conversation, but if you
25 ever need a break, just let me know.

1 A. Okay.

2 Q. These payments made to you, did you believe
3 that they were salaries owed to you as a director or as
4 a shareholder?

5 A. Salaries owed to me as the President, the
6 active President of the company. Salaries paid to me
7 for what I did.

8 Q. So none of those payments, as far as you
9 were concerned, were distributions to shareholders?

10 A. No, never.

11 Q. Okay. Hali Group must have been a
12 distribution to a shareholder. They were a
13 shareholder. Correct?

14 A. I don't think you know the organization of a
15 corporation in East Timor, but evidently -- it has no
16 reason to be the same as in the U.S.

17 So I don't know -- I don't know the reason
18 for your question, and I don't know -- more
19 importantly, I don't know where you are aiming at.
20 What are you trying to make me say that I haven't said
21 yet?

22 Q. I'm not trying to make you say anything, but
23 the answer is --

24 A. Your questions are very difficult to
25 understand.

1 Q. Okay. So, factually, it is a very simple
2 question. Okay? So, factually, when payments were
3 made to Hali Group, S.A. -- you said Hali Group didn't
4 do any work for Toke Oil and Gas directly. They had no
5 contracts.

6 So were those payments made because they
7 were shareholder distributions, or something else?

8 A. I have no idea.

9 Q. Okay. Fair enough. Fair enough answer.
10 Were you involved -- did you write the checks to
11 transfer the money for director salaries?

12 A. No.

13 Q. Who did?

14 A. I have no idea.

15 Q. You received a check. Who did you receive
16 it from?

17 A. I never received a check. I received a wire
18 transfer.

19 Q. You gave someone your wiring instructions.
20 To whom did you give those wiring instructions to?

21 A. To virtually everybody inside Toke.

22 Q. So it could have come -- you don't have a
23 recollection of where it came from?

24 A. Most probably Vincente Ximenes.

25 Q. Okay. Now, these spreadsheets -- do you

1 know who prepared these spreadsheets that are referred
2 to in your Bates stamp .PDF that we sent to you?

3 A. No.

4 Q. There's a reference somewhere to a lady
5 named "Malou". You know who Malou is?

6 A. If I made the reference to Malou -- okay.
7 Bizarre question. I was the one to mention Malou, Mary
8 Lou Cabili. And it could have been her.

9 Q. Could you spell the last name for the court
10 reporter, please, Mary Lou's last name?

11 A. C-a-b-i-l-i.

12 Q. And who is she with relationship to Toke Oil
13 and Gas?

14 A. I think -- I think she was the bookkeeper
15 for Mr. Fabro.

16 Q. So as far as you know Toke Oil and Gas
17 didn't pay --

18 A. Hold on one second. It is very important.

19 (A telephone rings and recess was
20 taken from

21 10:42 a.m. to 10:42 a.m.)

22 **BY MR. BALL:**

23 Q. Okay. So you're saying she was not employed
24 by Toke, but was employed by Mr. Fabro in some
25 capacity. Is that correct?

1 A. That's not what I said.

2 Q. Okay. Tell me --

3 A. What did I say that she was not employed by

4 Toke?

5 Q. Well, you said she was a bookkeeper for Mr.

6 Fabro, so I thought --

7 A. Okay. That doesn't mean she was not

8 employed by Toke. As a matter of fact, I don't know

9 who employed her.

10 Q. Okay. So you don't --

11 A. See, that's why I say you are trying to

12 manipulate me. Please don't because we are not going

13 anywhere.

14 Q. Did you have any direct conversations with

15 Mary Lou?

16 A. Yes.

17 Q. Okay. What were those conversations?

18 A. It was about, will you send me the

19 spreadsheets? When will you send me the spreadsheets?

20 Thank you for sending me the spreadsheets.

21 Q. What time period were those conversations?

22 A. I think it was December, 2010. Nine years

23 ago.

24 Q. Did you talk to her about any other

25 financial records subsequent to that December, 2010,

1 time period?

2 A. No.

3 Q. Okay. There's a lady's name that I have
4 seen somewhere in emails who was referred to as Rizza,
5 R-i-z-z-a.

6 A. Yes.

7 Q. Who was she?

8 A. She was someone who worked either for --
9 yes -- either for Gino Fabro or one of his companies.

10 Q. Did you have any dealings with her?

11 A. She was his secretary, so she would answer
12 the phone, or bring me coffee. I don't think -- I may
13 be wrong, but she was not an executive.

14 Q. But an assistant to Mr. Fabro, as you
15 recall?

16 A. Could be.

17 Q. Did you ever have an argument with her?

18 A. I don't recall -- that's a strange question.
19 I don't recall an argument. What I recall is that she
20 was pretty, and a little difficult with everybody. She
21 had a very bad temper. That -- again, I dealt with her
22 in 2008, eleven years ago.

23 Q. So you are saying you don't recall?

24 A. No, I don't.

25 Q. Okay.

1 A. You are asking me if I had an argument with
2 Rizza in 2008? No, I don't recall.

3 Q. There are some other names that have been
4 mentioned in some of the emails, and I believe that
5 they're associated with the government of East Timor.
6 There is a person named Alfredo Pirez, P-i-r-e-z. I
7 may have said his name wrong.

8 A. Yes.

9 Q. What was his role in the government?

10 A. Oh, you don't know?

11 Q. I'm asking you what his role in the
12 government was.

13 A. So you are asking me to repeat what I
14 already wrote several times. He was the Secretary of
15 State for Natural Resources.

16 Q. Did you have dealings with him in your role
17 as President Director General of Toke Oil and Gas?

18 A. Yes.

19 Q. Tell me about those.

20 A. He represented the client, so he was the
21 client representative, and I was the contractor
22 representative. So we discussed a lot of technical
23 issues, and financial issues, and payments, and
24 contracts.

25 Q. And this was with regard to Toke Oil and

1 Gas. Is that correct?

2 A. Exclusively, that I recall.

3 Q. Okay. When was the last time you had a
4 conversation with him?

5 A. I don't remember. Possibly 2010, early
6 2011, it could be. I don't remember.

7 Q. Did you have a good relationship with him?

8 A. Yes. With him I had a good relationship.

9 Q. Okay. There is a gentleman also referred to
10 as Francisco Montero. What was his role in the
11 government of East Timor?

12 A. He's had different positions in the
13 government of East Timor, but basically I don't think
14 he really worked for the government of East Timor.
15 Right now he is the president of the National Oil
16 Corporation of East Timor.

17 Q. Is that a role in the government?

18 A. I'm not sure.

19 Q. What was his role back then? Do you recall?

20 A. He would be the underling for Alfredo Pirez.

21 Q. Did you have a good relationship with Mr.
22 Montero?

23 A. I had a good relationship, and then I had a
24 bad relationship with him, and then I had again a good
25 relationship with him.

1 Q. Why did you have a bad relationship with
2 him?

3 A. Say that again.

4 Q. Why did you have a bad relationship with
5 him?

6 A. I had a bad relationship with him between, I
7 would say, November, 2010, and April, 2011.

8 Q. Why?

9 A. Because he's a crook.

10 Q. In what way was he a crook?

11 A. He tried to extract under-the-table payments
12 from me, which I put in the pleadings and the letters,
13 extensively.

14 Q. And you refused to pay those. Is that
15 right?

16 A. There was first a \$10,000 loan that Vincente
17 made to him. And I figure that was around May 20 -- or
18 April, 2010. And then I learned about it in October or
19 November, because he came back for more.

20 It was supposed to be a loan. He didn't
21 reimburse the loan, and he came back for another
22 \$10,000. And, of course, he is playing in another
23 league now.

24 Now, it is not \$10,000 you need to give him.
25 It is more like ten million dollars. And so Vince came

1 to me and said, can we pay him another \$10,000? And I
2 said, certainly not. I don't do that kind of business.

3 And I related, by the way, the fact to Mr.
4 Howard, who didn't seem to be very happy with it, that
5 I had refused to pay Montero.

6 Q. Mr. Howard was not happy in that --

7 A. He was not very happy.

8 Q. Okay. The last gentleman in the government
9 I referred to is Zanana, Z-a-n-a-n-a, Gusmao,
10 G-u-s-m-a-o. Who is he?

11 A. He is the most important in the history of
12 Timor.

13 Q. Okay. Tell me about him.

14 A. Why don't you wikipedia him?

15 Q. I'm asking you.

16 A. He was a strong man in Timor.

17 Q. What was his role in the government of East
18 Timor?

19 A. He has had several roles. Right now he has
20 no role, no official role except that he takes a take
21 on virtually everything. At the time of the first
22 contract, he was Prime Minister.

23 Q. Did you have discussions with him?

24 A. Four times.

25 Q. While he was Prime Minister?

1 A. While he was Prime Minister. Before that he
2 was President.

3 Q. What were those conversations regarding?

4 A. The first one was my first visit to East
5 Timor. So we talked about a pipeline from the Sunrise
6 Field to the coast of East Timor.

7 The second time was a night at his personal
8 house, where he gave a party and was totally drunk.
9 And that was the day after our service ship had been
10 stranded on the Swine Reef, with 18 people on board, if
11 I remember correctly.

12 The third time was to try to negotiate the
13 sale of a port in Swine after a speech he had given
14 there probably in 2011. He was drunk.

15 And the fourth time was in Batugade, where
16 we had chased him, and we were talking about the gas
17 delivery project. And he was drunk.

18 Q. Now, the court reporter is going to need you
19 to spell the name of the place where you met the fourth
20 time.

21 A. The first time was -- I didn't say, but the
22 first time was in --

23 Q. No, the fourth time was the one that she
24 couldn't understand.

25 A. Batugade, B-a-t-u-g-a-d-e.

1 Q. Okay. Did you have a good relationship with
2 the Prime Minister at that time?

3 A. He is the Prime Minister. Do you have a
4 good relationship with Mr. Trump? No, because you see
5 him 15 minutes every time, and you have no choice but
6 to have a good relationship.

7 Q. So you would say, based upon your short
8 meetings with him, that you had a good relationship
9 with him. Is that what you are saying?

10 A. I wouldn't say one or the other because the
11 question is irrelevant. When you meet a head of state,
12 you don't have a good or a bad relationship.
13 Basically, you are polite. You shut up and listen.
14 The nature of the relationship is totally irrelevant.

15 Q. Did he ever express any negative feelings
16 toward you?

17 A. Not directly.

18 Q. Indirectly?

19 A. I don't know.

20 Q. Okay. Mr. Moszkowski, in your emails that
21 you sent to us, I see several different emails coming
22 from different email domain names, or website domain
23 names.

24 And I think -- I want to make sure I have
25 all of those domain names that you used for your

1 emails. Okay?

2 A. We specifically addressed this at the first
3 deposition.

4 Q. Okay. And as I recall the domain names that
5 you used were for DeepGulf.com. Correct?

6 A. Deep dash gulf.com.

7 Q. Okay. And then there was a DeepGulf.net.
8 Is that correct?

9 A. Correct.

10 Q. And I saw a reference in one of the emails
11 of hydrographer.org. Is that one you have used?

12 A. I don't use an email address with
13 hydrographer.org.

14 Q. Is that a website that you use?

15 A. It is a website that I own.

16 Q. Okay. What is the purpose of that website?

17 A. Why don't you go there and have a look at
18 the website?

19 Q. Because I'm asking you. What is the purpose
20 of that website?

21 A. Let me open it. It is called, "Issues
22 concerning the maritime" -- no. "Issues concerning the
23 maritime jurisdiction of East Timor. Maritime
24 boundaries of East Timor, some diplomatic issues."

25 Q. Okay. Is that a domain you maintained for

1 DeepGulf?

2 A. No.

3 Q. Okay. What are the domains that you
4 maintained for DeepGulf, then? The ones we just
5 referred to, or are there others?

6 A. The domains that I acquired specifically for
7 DeepGulf were deep-gulf.com and deepgulf.net.

8 Q. And that's it?

9 A. I believe so.

10 Q. There were some conversations about the
11 building that was torn down in East Timor where records
12 are kept.

13 A. Yes.

14 Q. Were any of those records burned, or was it
15 just torn down? I just need clarification on that.

16 A. This you would have to ask Mr. Ximenes
17 because he was the one that was in charge of them.

18 Q. You weren't involved in --

19 A. No, I was not even in Timor.

20 Q. Okay. Do you know the address of that
21 property?

22 A. No. I don't have the address. I know where
23 it was. I could show it to you on a map, but it is not
24 there anymore.

25 Q. Do you have the intersecting roads, or the

1 roads they may have been on?

2 A. No. I could show you on the map.

3 Q. Okay.

4 A. I don't see what relevance it has. The
5 building doesn't exist anymore.

6 Q. And those were records -- who put the
7 records there?

8 A. I figure it was Mr. Ximenes.

9 Q. Do you have personal knowledge of Mr.
10 Ximenes burning them?

11 A. I think he told me he burned them, but no
12 one cared about the records after the project.

13 Q. Was that after the fact, or was it before?
14 Did he tell you he was going to burn them, or that he
15 had burned them?

16 A. Are you asking me if he burned the records
17 after they had been made?

18 Q. No. I'm asking you, when he told you, did
19 he tell you that he had already burned the records?

20 A. Yes. He told me a few months ago.

21 Q. One second. It is my understanding that a
22 gentleman named Mike Pye lived at that residence. Is
23 that correct?

24 A. Say that again.

25 Q. It is my understanding that a gentleman

1 named Mike Pye was the owner of that residence.

2 A. That is not a good understanding.

3 Q. Okay. Tell me what your understanding is,

4 then.

5 A. Okay. I don't have a copy of the deed.

6 What I know is that he kept his office, and his
7 bedroom, and that of his son, and that that he reserved
8 for me, in that building.

9 Q. Mr. Pye did?

10 A. Yes. As well as an office for an Indian
11 company, and a one-room office that Vincente used.

12 Q. Okay. That's not where Vincente lived.

13 Correct?

14 A. Say that again.

15 Q. That is not where Vincente lived?

16 A. No. Vincente lives in his house.

17 Q. Okay. In some of the documents we received
18 from your emails, there were discussions about your
19 inheritance. And I believe it was from an aunt -- is
20 that correct? -- that had passed away.

21 A. Okay. Now I will ask you to be -- this is
22 not a threat, but I will ask you to be extremely
23 careful. You are talking about my closest family.

24 Q. I'm not going to spare your family just --

25 A. It is not a threat. I just want to make

1 sure.

2 Q. I understand. I'm not talking negatively
3 about your family.

4 A. I want you to understand that you owe the
5 utmost respect for my family members.

6 Q. Sure. There is no --

7 A. All right. It is just a caveat, so that,
8 you know, I don't get angry at anybody.

9 Q. Okay. When did your aunt pass away?

10 A. Okay. I'm not sure it is any of your
11 business, but she passed away on May 8th, 2007. How
12 could it be any of your business?

13 Q. And you received an inheritance from her.
14 Correct?

15 A. Correct.

16 Q. And the inheritance was this property that
17 you own currently -- is that correct? -- in Le Verdos.

18 A. Correct.

19 Q. And because of that, you owed an inheritance
20 tax?

21 A. Correct.

22 Q. How much was that inheritance tax?

23 A. About 60 percent, 55 percent of the value.

24 Q. Do you remember the amount, in either euros
25 or dollars, as to what that tax was?

1 A. Yes. In equivalent dollars, it would have
2 been \$550,000.

3 Q. And you weren't liquid -- you didn't have
4 the ability to pay that all in one chunk, did you?

5 A. No.

6 Q. So did you negotiate a payment over time
7 with the taxing authority?

8 A. Yes.

Q. Do you remember what that was?

10 A. That was eleven payments of \$50,000, or the
11 equivalent in euros.

12 MR. BOLLER: Can we take a break? I need to
13 go to the bathroom.

14 MR. BALL: Yes. We are going to take a
15 break. Mr. Moszkowski, we will keep you on the
16 line, but your attorney needs to go to the
17 bathroom.

18 THE WITNESS: Okay. I will turn the sound
19 and the image off.

20 (Recess from 11:03 a.m.

21 | to 11:13 a.m.)

22 BY MR. BALL:

23 Q. So on the spreadsheets that you provided us
24 in discovery, and that now you have in front of you
25 because of the .PDF I sent your lawyer, there are

1 payments to you. But the payments don't begin until
2 2010, yet there was revenue from Toke Oil and Gas prior
3 to that.

4 Why were there no payments to you until 2010
5 by Toke?

6 A. Because I was trying to be nice with Toke so
7 that more money could be sent to DeepGulf.

8 Q. Did you need the money in 2010 to pay your
9 inheritance tax?

10 A. I started accepting the salary when I could
11 not do anything else. The other two guys received a
12 salary, and I procrastinated with mine so I could send
13 more money to DeepGulf.

14 Q. Okay. But when you received salary
15 personally, was that because you needed that money to
16 pay your inheritance tax?

17 A. Well, I received salary because I needed
18 money, but I realized at some time that I was totally
19 underpaid by DeepGulf. I was paid like 30 bucks an --
20 no, 10 hours a buck -- no, 25 or 30 bucks an hour by
21 DeepGulf, which, given what I was doing was totally
22 ridiculous.

23 Q. There are some written correspondences
24 between DeepGulf and you that indicate the salary you
25 would have received, and obviously you agreed to it at

1 that time. Is that correct?

2 A. Say it again.

3 Q. There are some written correspondences
4 between you and DeepGulf -- and I think the letter was
5 written by Mr. Howard. And I might be a little off on
6 the number, but they agreed to pay you 130 or \$132,000.

7 Is that correct?

8 A. Yes. That was the salary that I was
9 supposed to receive gross, but, actually, I think for a
10 number of years I only received 120.

11 Q. Okay.

12 A. But let's not bicker about the \$12,000
13 difference.

14 Q. But at that point in 2010, you didn't think
15 you had negotiated a good deal for your salary?

16 A. It is not that at all. You get a salary for
17 working in your office 9 to 5. And when you go to the
18 other face of the world, and work offshore, and get
19 malaria, and work 16 hours a day, then, obviously, it
20 is something else. You can check with the industry.

21 Q. But the point is, you believed you were
22 entitled to more money?

23 A. Yes, absolutely.

24 Q. Okay. This eleven payments of 55,000 for
25 your inheritance tax, that was negotiated with

1 someone -- is that correct? -- someone in the -- what
2 is the equivalent of the Internal Revenue Service in
3 France?

4 A. Oh, you think you can just improvise? I
5 don't get your questions. Of course it was negotiated.
6 When you get a bill -- the bill was negotiated.

7 Q. I have no idea how the tax system works in
8 France.

9 A. The same as anywhere else in the world. The
10 tax man tells you how much to pay.

11 Q. Okay.

12 A. You don't get to tell him how much you want
13 to pay him.

14 Q. And if you can't pay it, you get to pay it
15 over time, or you try to negotiate to pay it over time.
16 Correct?

17 A. Why did you say I tried? I did.

18 Q. Well, initially you tried, and then you
19 ended up succeeding. Correct?

20 A. No. I never tried. I negotiated this kind
21 of payment, and that was accepted. Actually, I think
22 it was proposed by the government.

23 Again, I don't -- well, this was in 2007, so
24 pardon me if I don't remember the exact details of my
25 communication with the tax people.

1 Q. Between 2007 and 2010 were you able to make
2 those payments?

3 A. Yes.

4 Q. On your own?

5 A. Yes.

6 Q. Okay. Okay. And then in 2010, did you have
7 a difficult time coming up with that payment?

8 A. Yes, because I was making very little money,
9 because I was the President of DeepGulf. So I could
10 not be a consultant for oil and gas companies and make
11 a lot of money.

12 Q. Okay. And why couldn't you do that?

13 A. Because I was working for DeepGulf.

14 Q. And you understood you had a noncompete
15 agreement with DeepGulf?

16 A. No. That has nothing to do -- it is just
17 that when you work full-time, you work full-time.

18 Q. Okay. In your affirmative defenses to our
19 complaint, which was filed in the last few months, you
20 state that you were under duress when you executed the
21 noncompete agreement. Do you recall that assertion?

22 A. Mr. Boller?

23 MR. BOLLER: Go ahead.

24 THE WITNESS: Okay. Yes. I recall that
25 assertion.

1 **BY MR. BALL:**

2 Q. Okay. What was the form of duress that you
3 were under?

4 A. Basically that I had no choice.

5 Q. In what way?

6 A. That I had to sign it, or there would be no
7 company.

8 Q. When you signed the noncompete, was that the
9 time period that you had invited Mr. Howard to come to
10 Europe?

11 A. I believe so.

12 Q. Okay. And was he a guest in your aunt's
13 home at that time?

14 A. Yes. I never charged him for any -- any --
15 I think he came to France to ski twice, and I never
16 charged him for accommodation in my house.

17 Maybe he paid for his accommodation when he
18 had to stay in a hotel. I don't remember exactly. But
19 when I invited him, I never charged him.

20 Q. At the same time this noncompete agreement
21 was signed, you also signed the other documents
22 relating to the founding of DeepGulf. Is that correct?

23 A. I cannot -- I don't -- no. When did I sign
24 the noncompete agreement?

25 Q. Well, I'm asking you about your

1 recollection, so --

2 A. (unintelligible).

3 Q. Hang on. Do you recall that you signed the
4 Confidential Noncompete Agreement at the same time you
5 signed the bylaws of DeepGulf, the Subscription
6 Agreement, and were appointed to the board as President
7 of DeepGulf?

8 A. Could be.

9 Q. Did that all occur in Europe?

10 A. No. I think that occurred in Pensacola.

11 Q. Okay. How about the signing -- so I'm
12 confused. And maybe I confused myself by asking the
13 question in the conjunctive, but the noncompete
14 agreement, was that signed along with these other
15 documents in Florida or Europe?

16 A. I have no recollection of the exact day when
17 this was signed.

18 Q. But my question is: Do you recall if they
19 were signed together? So you may not recall the exact
20 day but --

21 A. I replied to you. I don't recall.

22 Q. Okay. Fair enough. In your further
23 response to our complaint, you discuss nonpayment of
24 salaries from August 1st, 2005, through December of
25 2007, as part of one of your defenses.

1 Prior to asserting that defense in pleadings
2 with the court, did you ever make a demand on DeepGulf
3 for payment from those time periods?

4 A. I'm not the kind of person who makes
5 demands. I wait for people to give me what is owed to
6 me. I don't make demands.

7 Q. So the answer is, no, you didn't make a
8 demand for any of those payments. Correct?

9 A. I didn't think I had to make a demand to get
10 my salary. And I would never make a demand to get a
11 salary, or get a reimbursement of fees, or whatever. I
12 don't make demands.

13 Q. In the Exhibit 2, which is the Bates stamped
14 documents that we sent to you, which have numbers at
15 the bottom -- that's what "Bates stamp" means.

16 I want to turn your attention to page 53 of
17 the exhibit. You let me know when you get there.

18 A. I got there.

19 Q. Okay. So if -- if you are looking at the
20 right page, it is an email from you, dated March 6th,
21 2014, to Rustin Howard and Jen Cabbage. Do you see
22 that?

23 A. Yes, sir.

24 Q. Okay. Now, there are multiple attachments
25 to this email. But first I want to know what the

1 impetus -- what brought this email about? Why was this
2 email sent?

3 A. Because it was requested from me by Mr.
4 Howard.

5 Q. What did Mr. Howard ask you?

6 A. I looked through the emails and I didn't see
7 the written question, but I know that at the time he
8 and Ms. Cabbage were working on my last visa.

9 Q. Okay. So it was related to the visa
10 application, is what you are telling me?

11 A. I don't know, maybe. I sent it to them
12 because they asked me to send to them a copy of
13 everything I ever received from Toke.

14 Q. And did you ever receive a response from Ms.
15 Cabbage, or Mr. Howard, regarding this email?

16 A. No, but I mentioned the email with Ms.
17 Cabbage a few days later, and she replied to me.

18 Q. Did you mention it verbally, or through
19 email?

20 A. I think that was email.

21 Q. Okay.

22 A. You have it. You have all the emails.

23 Q. What was the date of that email? Do you
24 have that email available?

25 A. Check the emails.

1 Q. Okay. Do you remember the date,
2 independently, of Ms. Cabbage's response?

3 A. As you remember there are 3,500 emails, but
4 no, I don't remember the date. I could search it, but
5 so could you, easily. You have the same emails I have.

6 Q. Was it a response, as you recall, within one
7 week, or less?

8 A. I don't remember. I could do the research.
9 It could take some time. There were a string of emails
10 between Ms. Cabbage, Mr. Howard and myself. So it was
11 in one of those emails.

12 Q. What did Ms. Cabbage say, to your
13 recollection, in that responsive email?

14 A. I don't remember. I can find it, but I
15 don't remember. What -- what are you -- what are you
16 trying -- what are you aiming at?

17 Q. I want to know what Ms. Cabbage said to you
18 in response to that email.

19 A. I don't know, and I don't care.

20 Q. Well, you not caring doesn't matter, but you
21 knowing matters.

22 A. You are asking questions that are impossible
23 to answer. Where were you on the 23rd of July, 1964?

24 Q. I wasn't alive at that time.

25 A. Okay. That is a good answer. Otherwise,

1 you wouldn't know. You are asking questions that are
2 impossible to answer.

3 Now, I could do the research and find it for
4 you, but I think I understand where you are trying to
5 take me.

6 Q. And this email string, you assert, was sent
7 in? Because we looked for it, and we didn't see it,
8 and maybe we are not searching correctly. But you
9 believe that response is in the responses that you sent
10 to us in the discovery process?

11 A. I think you are trying to manipulate me
12 again. Can you rephrase your question?

13 Q. I'm not trying to manipulate you. I'm
14 trying to ask you a question. So the question is:
15 When you sent the emails to us in our -- based upon our
16 discovery requests, there were emails, 33,000, or so.
17 Right?

18 A. 35.

19 Q. And so your belief is that email from Ms.
20 Cabbage to you is in those emails somewhere?

21 A. 35,000 emails. Give me some time to check,
22 and I will check.

23 Q. Okay. You are not sure, sitting here,
24 whether or not that was --

25 A. Well, I'm telling you I'm sure about nothing

1 about 35,000. Now, if you give me 15 minutes and
2 nobody charges me for the time, I will do the research
3 and come back to you.

4 Q. Well, I would ask -- and you can do it after
5 this deposition is complete, but I would ask that you
6 send --

7 A. Well, if your question was, did Ms. Cabbage
8 reply to this email directly, I would answer no. But
9 it was mentioned in other emails.

10 Q. Okay. So you recall that specifically. So
11 do you recall --

12 A. Yes.

13 Q. -- the specific content of that email from
14 Ms. Cabbage to you?

15 A. Yes, five years ago?

16 Q. Well, you recalled that she sent it
17 independently and not as a response, so that is a
18 pretty good recollection.

19 A. Yes, yes, yes. I remember that I did not
20 have lunch at The Fish House. That doesn't mean I know
21 where I had lunch. I'm sorry. I'm losing my temper
22 with you so -- because you are not going to let me go,
23 I'm going to find that email.

24 Q. Okay. Mr. Moszkowski, for our timing here,
25 and not having your lawyer have to charge you any

1 further, I would be comfortable with you forwarding
2 that email, and that email string to us, or to your
3 lawyer, and he can forward it to us, if that is okay
4 with him.

5 MR. BOLLER: You can send it to me, Marc.
6 You can look for it later.

7 THE WITNESS: You have it?

8 MR. BOLLER: We will get it later. We don't
9 need to find it now, but we will find it.

10 THE WITNESS: Anyway, I already sent it to
11 you.

12 MR. BOLLER: Yes.

13 MR. BALL: Okay.

14 **BY MR. BALL:**

15 Q. Well, we had a hard time finding it, so if
16 you are able to find it, forward it to your lawyer, and
17 he can forward it to me. But do it after the
18 deposition, so your lawyer is not charging you to be
19 here while you find it. Okay?

20 A. Between you and me, I don't see the
21 relevance of the thing, but maybe I'm stupid.

22 Q. Do you know if Mr. Howard could speak or
23 read French?

24 A. The what?

25 Q. Do you know if Mr. Howard can read or speak

1 the French language?

2 A. I don't think he does, but, you know, maybe
3 he concealed it from me. Oh, you are going to claim
4 that he didn't understand what was in that email
5 because it came from a Frenchman?

6 Q. In your counterclaim, Mr. Moszkowski, you
7 recall asserting that you are entitled to an accounting
8 from the court?

9 A. I'm entitled -- okay. You will need to
10 explain this to me.

11 Q. Okay. So in your counterclaim against
12 DeepGulf, one of your counts is for an accounting. Do
13 you recall that?

14 A. Yes.

15 Q. One of the assertions you make is that the
16 transactions were complex. Okay? Do you recall
17 that --

18 A. Which transactions?

19 MR. BOLLER: Mr. Ball, I think I'm going to
20 have to object to questions about the language in
21 the pleading as being outside the realm and scope
22 of the order of the court allowing this subsequent
23 discovery.

24 If you are going to be questioning Mr.
25 Moszkowski about language that was chosen by his

1 counsel in submitting his pleading, I will have to
2 object and instruct him not to answer.

3 MR. BALL: Well, the accounting did not use
4 the language "complex" before, and that is the
5 reason for that specific question relating to the
6 accounting.

7 MR. BOLLER: My objection is the same. I
8 don't think the order allowing the subsequent
9 discovery allows for questioning of the language
10 used in the amended pleadings.

11 You can go into -- I think the order itself
12 says -- and this is the order of 9 August 2019,
13 referencing the joint motion of August 8th.

14 And I don't think that identified in that
15 joint motion is allowance of going back into
16 pleadings. It is additional discovery that you
17 certainly can ask questions about.

18 And as we discussed before we commenced the
19 deposition, if you have questions about the
20 attachments to the pleadings, I think that is
21 within the scope of the order.

22 But I don't think going back and saying, why
23 was this word used in the amended pleading, is
24 within the realm of the pleading that has allowed
25 this deposition. So that is the objection.

1 MR. BALL: I think we are entitled to ask
2 him. This is the only question I have about the
3 language in the amended pleading, I think.

4 MR. BOLLER: If you can answer the question,
5 please do, Marc, so we don't have to go back to
6 the judge.

7 THE WITNESS: Okay. I did not understand
8 the question.

9 **BY MR. BALL:**

10 Q. Okay. I will direct you to the place in
11 the .PDF. It is page 19, Bates stamp 19.

12 A. Okay.

13 Q. And in that count, you make an allegation
14 that you are entitled to an accounting. Correct?

15 A. Apparently, yes.

16 Q. Okay. And in paragraph No. 3, numbered
17 paragraph No. 3, it says it is based upon the existence
18 of complex transactions. Do you see that language?

19 A. Yes.

20 Q. What are the complex transactions that you
21 are referring to?

22 A. If we are talking about the transactions,
23 are we talking about the transactions within DeepGulf?

24 Q. Yes, sir. That is your allegation, but,
25 yes, sir, I believe that is what you are talking about.

1 A. Okay. All right. So based on the
2 accounting documents and bank records that we received,
3 basically the accounting doesn't make any sense.

4 So it is very complex because it is nearly
5 impossible to understand. Those accounts were kept in
6 an extremely unprofessional way.

7 Q. When you say the accounting was hard to
8 understand, you mean the statements that were received
9 from Wells Fargo and the statements that were sent? Is
10 that what you are referring to?

11 A. This and the Quickbooks files.

12 Q. Okay. Understood. What was haphazard or
13 complex about the way the records were kept?

14 A. For example, if you look at the Quickbooks
15 files, there is no reference to any client.

16 Q. When you say "client," what do you mean?

17 A. Well, G-Ocean, or Toke Oil and Gas. There
18 were monies received by Toke Oil and Gas, but no
19 reference to Toke Oil and Gas in the client list.

20 Q. Okay.

21 A. In other words, those accounts, the
22 Quickbooks accounts, are a total mess. There was no
23 supervision of the accounting.

24 You show those accounts to any professional,
25 they will laugh. Again, there is no reference to a

1 single client. So money came back into DeepGulf but
2 nobody knows where from. I think that was the reason
3 why we said that complexity.

4 Q. Okay. I will turn your attention to -- it
5 was a separate .PDF sent to you after the Bates stamped
6 .PDF. And it was the email between you and Rodney
7 Lewis, dated December 4th, 2017.

8 A. I'm there.

9 MR. BALL: Okay. You have a copy. Right?

10 MR. BOLLER: We do.

11 **BY MR. BALL:**

12 Q. In the email Mr. Lewis, on the first page of
13 the email, suggests to you possible approaches. Okay?
14 And he says to you to tell him -- and this is telling
15 Mr. Rumsey --

16 A. No.

17 Q. Well, this is what he suggests you tell Mr.
18 Rumsey, I believe --

19 A. No, no, no, not Rumsey.

20 Q. Okay.

21 A. I don't think he was telling Mr. Rumsey. I
22 think he was telling Mr. Howard.

23 Q. Okay. The email from Mr. Lewis says, "one
24 possible approach is to, one, tell him that it has been
25 your intention from day one to bring investors along

1 with you when slash whenever a project is committed."

2 Is that something that you understand, that
3 you can explain why Mr. Lewis would say that to you?

4 A. Yes. That means that I would never commit
5 to a project if I didn't take the investors with me.

6 Q. And that could be interpreted in a couple of
7 different ways, so --

8 A. Well, it should be interpreted in the way I
9 told you.

10 Q. Some people would say "take the investors
11 with me," could mean taking the company DeepGulf with
12 you, or it could mean taking the separate investors and
13 forming a new company. Which is it?

14 A. Okay. The company is the investors. I
15 didn't want Mr. Howard in any of the projects. And Mr.
16 Howard knew it, and that was the nature of the dispute.

17 The dispute was between me and Mr. Howard
18 exclusively, and not with the investors. I would have
19 protected the investors no matter what, and Mr. Howard
20 knew it.

21 Q. But Mr. Howard was an investor as well, or a
22 shareholder. Correct?

23 A. Mr. Howard is a net recipient. He never
24 invested anything. He only took money and received
25 money, and did nothing.

1 Q. So have you had discussions with Mr. Rumsey
2 about how to take the investors with you --

3 A. No.

4 Q. -- excuse me. Let me finish my question --
5 and excluding Mr. Howard?

6 A. No, not with Mr. Rumsey. I had that
7 conversation with Mr. Howard, not with Mr. Rumsey.

8 Q. Okay. Mr. Rumsey is a lawyer. Correct --
9 I'm sorry, Mr. Lewis. I'm sorry. I said "Mr. Rumsey"
10 before, but I meant Mr. Lewis.

11 A. They are both lawyers.

12 Q. Did you have that discussion with Mr. Lewis
13 that I said before?

14 A. Yes. I had that -- it is here in the email,
15 I had --

16 MR. BOLLER: I have got to -- wait, wait,
17 wait. He doesn't understand the question.

18 MR. BALL: Let me reask the question again.
19 That was a bad way of me asking it.

20 **BY MR. BALL:**

21 Q. Did you ever have a conversation with Rodney
22 Lewis regarding bringing along investors to a new
23 project, when a project is committed, and excluding Mr.
24 Howard from that?

25 A. Yes, because I told everybody, including Mr.

1 Howard.

2 Q. So that was your desire?

3 A. Yes, because Mr. Howard is really not
4 beneficial to the company. I wanted Mr. Howard out.
5 That's what started the dispute with Mr. Howard, not
6 with the investors.

7 I wanted to negotiate a retreat by Mr.
8 Howard from 45 percent. I think at one point I
9 proposed 15 percent, and he went ballistic.

10 Q. No. 2 there you said -- or Mr. Lewis said to
11 you, "You have needed another route to the investors
12 since Rus became your tormentor, and after being your
13 mentor for financing projects." Is that something that
14 you communicated to Mr. Lewis?

15 A. Yes. Mr. Lewis is one of my best friends.

16 Q. He's a lawyer as well?

17 A. He is.

18 Q. Has he been the lawyer for DeepGulf?

19 A. This, I'm not sure, but I suspect he has.

20 Q. Okay.

21 A. But, remember, I'm DeepGulf as much as Mr.
22 Howard. At the time there was no lawsuit. I'm more
23 DeepGulf than Mr. Howard is. Mr. Howard highjacked
24 DeepGulf.

25 At the time I was talking about DeepGulf and

1 me. There was no preference of me over Mr. Howard, or
2 Mr. Howard over me. That was several months -- four or
3 five months before the lawsuit.

4 MR. BALL: Okay. Let me take a break and
5 discuss some things with my client, and we will
6 return in two or three minutes.

7 (Recess from 11:41 a.m.
8 to 11:45 a.m.)

9 **BY MR. BALL:**

10 Q. Earlier you talked about the DeepGulf
11 websites, Mr. Moszkowski.

12 A. Yes.

13 Q. And there are two domain names. Is that
14 correct?

15 A. Correct.

16 Q. Some parts of those websites are password
17 protected. Do you have those passwords?

18 A. Not for him.

19 Q. Well, do you have them for the Board of
20 Directors of DeepGulf, DeepGulf being the owner of the
21 passwords?

22 A. No. No way.

23 Q. Okay. Well, we will probably be requesting
24 a court order for you to turn those over.

25 A. Well, good luck.

1 Q. Okay.

2 A. You know, what? DeepGulf is suing me.

3 DeepGulf hasn't paid me for maintaining those websites,
4 so they are mine, exclusively. And the DeepGulf name
5 is not protected.

6 You can try to protect it now, but it would
7 be too late. And between you and me -- it is no
8 secret -- but I'm not going to help Mr. Howard destroy
9 the company. I still have projects. I'm still working
10 on projects. And I will give you the password after
11 Mr. Howard is out. And I'm very serious.

12 Q. Or if there is a court order to --

13 A. I don't want Mr. Howard to continue
14 destroying the company.

15 MR. BOLLER: Marc, go ahead and answer the
16 questions, so we can get this done.

17 THE WITNESS: Okay. So there are passwords,
18 and I will not give the passwords until DeepGulf
19 pays my back salaries.

20 **BY MR. BALL:**

21 Q. Was there some contractual agreement to that
22 effect, that you would withhold passwords and there
23 would be an exchange for salaries?

24 A. I could answer with a question: Was there
25 any contractual agreement that I should not consider a

1 salary for ten years, despite Mr. Howard's commitment
2 to the U.S. government that I should.

3 Q. So the answer to my question is, no, there
4 is no contract?

5 A. Yes. There is no contract.

6 Q. Okay. All right.

7 A. And by the way -- I'm not sure -- I'm quite
8 sure I shouldn't say that, but I contest the legitimacy
9 with the Board of Directors.

10 When Mr. Howard is out with Mr. Johnson,
11 then we will appoint a new board to stop him from
12 destroying the company with this lawsuit.

13 Q. You mentioned something just in your answer
14 a minute ago about Mr. Howard's representation, or
15 DeepGulf's representation to the U.S. government. Do
16 you believe that, in and of itself, creates rights for
17 you to receive a salary?

18 A. I know it is a commitment. It is a promise
19 made by Mr. Howard to the U.S. government. Mr. Howard
20 promised the U.S. government to pay me a salary, and he
21 didn't.

22 Q. On behalf of DeepGulf?

23 A. He guaranteed that from his own assets.

24 MR. BALL: I believe we are going to let you
25 go, unless your attorney has questions for you.

1 MR. BOLLER: No questions. I will call you
2 on the way back from Pensacola.

3 THE WITNESS: Wow, almost two hours.

4 MR. BALL: We can mark these (indicating) as
5 No. 3. I just need an electronic copy.

6 MR. BOLLER: Me, too.

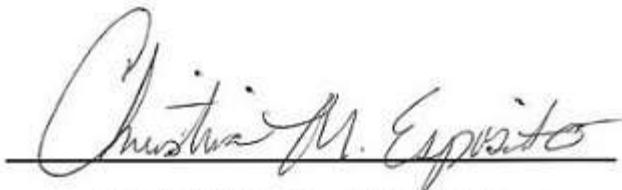
1 CERTIFICATE OF OATH

2 (STATE OF FLORIDA)

3 (COUNTY OF ESCAMBIA)

4
5
6 I, Christina M. Esposito, Registered
7 Professional Reporter, Notary Public, State of Florida,
8 certify that **MARC M. MOSZKOWSKI** personally appeared
9 before me through Skype on the 21st day of October,
10 2019 and was duly sworn.

11
12 Witness my hand and official seal this 4th
13 day of November, 2019.

14
15 
16
17

18 CHRISTINA M. ESPOSITO

19 REGISTERED PROFESSIONAL REPORTER

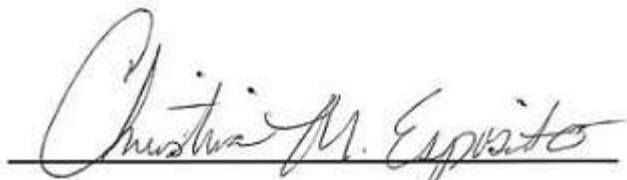


1 CERTIFICATE OF REPORTER

2
3 I, Christina M. Esposito, Court Reporter,
4 certify that I was authorized to and did
5 stenographically report the foregoing deposition, pages
6 1 through 86, and that the transcript is a true and
7 complete record of my stenographic notes to the best of
8 my ability.

9
10 I further certify that I am not a relative,
11 employee, attorney, or counsel of any of the parties,
12 nor am I a relative or employee of any of the parties'
13 attorney or counsel connected with the action, nor am I
14 financially interested in the above entitled action.

15 Dated this 4th day of November, 2019.

16
17 
18
19 CHRISTINA M. ESPOSITO

20 REGISTERED PROFESSIONAL REPORTER



1 IN THE UNITED STATES DISTRICT COURT FOR THE
2 NORTHERN DISTRICT OF FLORIDA
3 PENSACOLA DIVISION

4 DEEPGULF, INC., and
5 TOKE OIL AND GAS, S.A.,

6 Plaintiffs, CASE NO.: 3:18-CV-1466-MCR-MJF

7 vs.

8 MARC M. MOSZKOWSKI,

9 Defendant. /

10 **RE: DEPOSITION OF MARC M. MOSZKOWSKI**

11 **TAKEN:** October 21, 2019

12 DATE SENT: _____ OR DATE WITNESS CONTACTED: _____

13 TO: THOMAS R. BOLLER, ESQUIRE

14 The referenced transcript has been completed
15 and awaits reading and signing within 30 days of the
16 date you were contacted, which is _____.
17

18 The transcript is 86 pages long. Please have
19 your client read his deposition and make any
20 corrections on the enclosed Errata Sheet only. Do not
21 write on the transcript. Please forward the original
22 signed Errata Sheet to Anchor Court Reporting, 229
23 South Baylen Street, Pensacola, Florida 32502.
24

25 The original of this deposition has been
26 forwarded to the ordering party, and your Errata Sheet,
27 once received, will be forwarded to all ordering
28 parties as listed below.

29 Thank you.

30

31

32

33 _____
34 Christina M. Esposito, RPR

ERRATA SHEET

WITNESS: MARC M. MOSZKOWSKI

RE: DEEPGULF, INC., and vs. MARC M. MOSZKOWSKI
CASE NO.: 3:18-CV-1466-MCR-MJF

Under penalties of perjury, I declare that I have read the foregoing document, pages 01 through 86, and that the facts stated in it are true.

DATE

MARC M. MOSZKOWSKI

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		
31/07/2008	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		
14/08/2008	SUBSEE	\$ 21,000.00		
11/9/2008	B/O SAMSUNG CORP	\$ 878,480.35	\$ 878,500.35	\$ 20.00
19/09/2008	CHECK DEPOSITS	\$ 73,221.00		
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



000001

DATE	PAYOR	AMOUNT
5/1/2010	B/P/A 90R991476	\$ 1,618,695.27
20/5/2010	DEPOSIT CEHCKS	\$ 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>

EXPENSES FOR 2008

DATES	BENEFICIARY	AMOUNT
4/21/2008	PART PAYMENT EGS ASIA 7% OF THE CONTRACT	\$ 287,388.64
4/21/2008	VICENTE XIMENES PARTIAL PAYMENT DIRECTORS FEES	\$ 6,000.00
1/23/2008	CHECK BOOKLET 1 STAB	\$ 10.00
4/24/2008	VICENTE XIMENES -DIRECTORS FEES	\$ 3,500.00
4/24/2008	GINO DIRECTORS FEES -PARTIAL	\$ 2,500.00
4/28/2008	COLEGA PTY LTD	\$ 2,670.00
4/28/2008	HOTEL DILI ACCOMMODATION	\$ 2,295.00
5/5/2008	TIMOR GAS EXPENSES	\$ 8,459.10
5/14/2008	DEEPGULPROJ. MNGT SERVICES	\$ 28,735.00
5/14/2008	BANK CHARGE FOR FUND TRANSFER TO DEEPGULF	\$ 35.00
5/21/2008	GNO PART PAYMENT OF DIRECTORS FEES	\$ 2,500.00
5/21/2008	MISCELLANEOUS EXPENSES -SEOUL TRIP	\$ 2,144.00
5/21/2008	VICENTE XIMENES PART PAYMENT DIRECTORS FEES	\$ 2,500.00
5/23/2008	JUTRAVEL AIR TICKET -TRIP TO SEOUL	\$ 2,856.00
6/5/2008	BANK CHARGE- LEDGER FEES	\$ 15.00
6/20/2008	OFFICE SUPPLIES	\$ 446.27
6/20/2008	office supplies/A4 BOND PAPER	\$ 400.00
6/23/2008	SOFA SET AND TEA TABLE	\$ 676.95
6/24/2008	TIMOR GAS REINBURSEMENT OF EXP FOR BANNERS ,SIM CARD	\$ 272.10
6/24/2008	EXECUTIVES MEALS AND VBEVERAGES -HOTEL DILI	\$ 910.00
6/26/2008	EXECUTIVE'S AIR TICKET -INDONESIA	\$ 1,413.00
6/26/2008	BOAT RENTAL-SURVEY	\$ 225.00
7/4/2008	BANK CHARGE - LEDGER FEES	\$ 15.00
7/21/2008	VICENTE XIMENES PART PAYMENT DIRECTORS FEES	\$ 500.00
7/21/2008	MARITIME SERVICES - MSA	\$ 1,460.00
23/07/2008	DIESEL FOR NORTHERN LIGHT	\$ 44,250.00
7/25/2008	GINO REINBURSEMENT OF RADIOS,PRINTERS,ETC	\$ 1,699.00
7/25/2008	INTERNET CONNECTION JUNE-JULY 2008	\$ 5,200.00
7/24/2008	OFFICE SUPPLIES ACCOMMODATION -HOTEL DIL	\$ 4,952.50

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 MNNGT 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	PROVISION FOR RIDLEY THOMAS	\$ 1,384.32
7/21/2008	PROVISION TO NORTHERN 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 XIMENES 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	\$ 827.16

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 FITTINGS		\$ 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 CAH FOR PROJECTOR		\$ 975.00
9/15/2008	EGS MSA		\$ 686,433.42
15/9/2008	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 ACCOMMODATION -HOTEL DILI		\$ 1,500.00
9/16/2008	MSA IN BEHAL OF EGS SERVICES FEES		\$ 2,281.00
9/16/2008	HOTEL DILI IN BEHAL OF SUBSEE		\$ 274.00
9/16/2008	HALI GROUP INVOICE 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

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 NORTHERN 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 MARLOU	\$ 87.00
10/28/2008	TG- MARC ACCOMMODATION	\$ 1,700.00
10/28/2008	HTOEL DILI OFFICE RENTAL	\$ 2,000.00
28/10/82008	HALL GROUP PART PAYMENT	\$ 5,000.00
	LEDGER FEES	\$ 15.00
11/3/2008	HALL 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 NORTHERN 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 NOVEMBER 2008	\$ 15.00
26/11/2008	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

12/13/2008	DEEPGUL PROJ. 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	HALI GROUP S.A	\$ 1,731.34
12/15/2008	REINBURSEMENT TO HALI 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 NRTHER LIGHTS	\$ 38,250.00
12/18/2008	HALI GROUP BATHYMETRIC SERVICE	\$ 51,346.50
12/18/2008	DEEPGUL PROJ. 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 DILI- 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 FOR THE MOTNH OF DECEMBER	\$ 15.00
	TOTAL EXPENDITURE FOR 2008	\$ 3,130,176.76

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	REINBURSMENT 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 AIT 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- DIRECCTORS MEALS AND BEVERAGES	\$ 438.00
1/24/2009	HOTEL DILI- OFFICE RENTAL FOR JAN 2009	\$ 2,000.00
2/4/2009	TIMO 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 CYLCLE IMPORT FEES	\$ 157.12
1/27/2009	CASH-DELIVERY CHRAGE 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 CUSTUOMS CLEARANCE	\$ 375.00
2/24/2009	PETTY CASH REINBURSEMETN	\$ 553.00
3/24/2009	HOTEL DILI- ACCOMMODATION SUB SEE	\$ 102.00
3/30/2009	EGS OUTSTANDING PAYBALES	\$ 56,720.49
3/30/2009	DEEPGUL -OUTSTANDING PAYABLE	\$ 8,979.55
3/30/2009	HALI GROUP POUTSTAINF 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	\$ 3290.5
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
12/12/2009	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	AITTULA 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 MOSZVISKI	\$ 100,000.00
7/1/2010	EGB ASIA	\$ 986,939.50
7/1/2010	EASTERN DRAGON FOOD AND ACCOM	\$ 3,516.15
12/1/2010	CASH- WITHDRAWL FOR WAGES	\$ 8,000.00
12/1/2010	SUA 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 ENTERPRISES	\$ 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 SUBCRIPTOION FEES	\$ 6,750.00
1/2/2010	MSA SERVICES	\$ 1,002.77
1/2/2010	CLARDEL ENTERPRISES	\$ 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 XIMEENES CAR RENTAL	\$ 4,800.00
2/2/2010	TIMORWORKSHOP CAR SERVICING	\$ 320.00
4/2/2010	EASTERN DRAGON FOOD AND ACCOMM	\$ 1,985.00
		\$ 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	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	18,730.00
16/2/2010	DAIKYO INDUSTRIES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	942.10
16/2/2010	SUAL STAR UNIPOSAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	1,520.00
16/2/2010	ARMENDO DA COSTA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	830.95
17/2/2010	MOISES GUTIERES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	1,173.00
20/2/2010	CLARDEL ENTERPRISES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	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	BANK 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
	CASH W/DRAWAL FOR OFFICE RENTAL & MEALS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	PAY TO HOTEL DILI	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	15,646.75
24/6/2010	LIMA EXPENSE AGENCIES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	592.00
24/6/2010	COLEGA UNIPOSAL LTD	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	75,000.00

30/6/2010	VIVENTE XIMENES DIRECTROS 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><u>\$ 2,841,795.29</u></u>

SUMMARY OF EXPENDITURES

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

SUMMARY OF FUNDS PER BANK STATEMENT

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 FUNDS RECEIVED	\$ 8,149,034.53
DIFFERENCE	<u><u>\$ 51,916.39</u></u>

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

DEEPGULF, INC. *
TOKE OIL AND GAS S.A. *
Plaintiffs, *
*
vs. * CASE NO. 3:18-cv-01466-MCR-MJF
*
MARC M. MOSZKOWSKI , *
Defendant. *

DEFENDANT'S SECOND AMENDED
ANSWER AND COUNTER-CLAIM

COMES NOW, Defendant Marc M. Moszkowski, by and through undersigned counsel, and pursuant to Federal Rule of Civil Procedure 8, and this Honorable Court's Order of 29 August 2019 (Doc. 112), submits the following Second Amended Answer and Counterclaim:

Defendant realleges and incorporates its Answer (Doc. 70, ¶¶ 1 - 98) as if fully set out herein.

AFFIRMATIVE DEFENSES

1. The action and/or the damages claimed in this action are barred by duress.

Plaintiffs subjected Defendant to improper pressure and deception which overcame his will and coerced him to comply with demands

to which he would not have yielded if acting as a free agent, including but not limited to entering into the Non-Competition Agreement at issue. Thus, Plaintiffs should be barred from asserting claims for, or recovering damages under Counts I and II based upon duress.

2. The action and/or the damages claimed in this action are barred by **failure of consideration.**

The parties entered into an agreement on or about 1 August 2005 wherein Defendant was to perform work for Plaintiff, DeepGulf, Inc., for a salary of approximately \$120,000.00. (*See Offer of Employment, attached hereto as Exhibit "A"; see also Employment Confirmation Letter attached hereto as Exhibit "B" and Letter to Department of Homeland Security¹ attached hereto as Exhibit "C").* Defendant performed all work to which he was obligated under the contract, and more. Plaintiff, as a contracting party, neglected, refused, and/or failed to do, perform, or furnish, after making and entering into the contract, the consideration in substance and in fact agreed on, as Defendant did not receive a salary between 1 August 2005 through 31

¹ Page 5, § 2, ¶1-2; Referencing Job offer letter dated 1 August 2005 and Employment agreement dated 1 August 2005 (attached hereto as Exhibit "K").

December 2007, nor between 1 April 2013 through present (despite Plaintiffs' certification to the Department of Labor² (*see* Labor Condition Application, attached hereto as Exhibit "D") that said salary would continue to be paid.) Defendant is still President of DeepGulf, Inc. and still entitled to a salary. However, none has been paid since March 2013. As such, Defendant would assert that Plaintiffs are barred from asserting their claims, or recovering thereunder, based upon failure of consideration.

3. The action and/or the damages claimed in this action are barred by the **statute of limitations**.

Plaintiffs assert causes of action based upon Civil Theft in Counts III and IV, and Conversion in Counts V and VI. The statute of limitations for civil theft is 5 (five) years from when the civil theft was or should have been discovered. (*See* Fla. Stat. § 812.035 (10)). The statute of limitations for Conversion is 4 (four) years from the time of the incident or discovery of the wrong. (*See* Fla. Stat. § 95.11(3)(h)-(3)(i)).

² Certifying that for the period of employment of 07/04/2011-07/03/2014, Plaintiff, DeepGulf, would pay Defendant a salary of \$103,397.00-\$132,000.00. Defendant did not receive said salary for the years 2013 or 2014. Further, Plaintiff has continued to serve as President for years 2015, 2016, 2017, 2018 and 2019 without pay.

a. Plaintiffs were sent (and confirmed receipt of) emails dated 26 January 2011 and 25 May 2012 reflecting salaries being paid to Defendant by Toke Oil and Gas, S.A. (hereinafter "Toke"). (See emails attached hereto as Exhibit "E"). Plaintiffs were aware that Defendant was a director of Toke, and Plaintiffs became aware Defendant was receiving a salary for his services as President Director of Toke more than 5 years before the institution of the pending lawsuit on 3 April 2018. Further, Defendant discussed extensively with other officers and directors of Plaintiffs on multiple occasions, including but not limited to during a ski vacation in France in 2012, his need for and receipt of income from Toke. Thus, Plaintiffs should be barred from bringing claims for Civil Theft because those claims are barred under the applicable the statute of limitations.

b. Plaintiffs/ Counter-Defendants were sent an email by Defendant dated 6 March 2014 recapitulating all monies personally received by Defendant in France from Toke (See email attached hereto as Exhibit "F"). Plaintiffs/Counter-Defendants confirmed receipt of said email, as the same was

contained within Plaintiffs/Counter-Defendants' own discovery production in July 2019. This action was filed 3 April 2018, more than 4 years after the alleged conversion was or should have been discovered, or occurred. Thus, Plaintiffs are barred by the statute of limitations from asserting Conversion.

4. The action and/or the damages claimed in this action are barred by waiver.

a. Plaintiffs/Counter-Defendants waived the right to assert Count VII (Fraudulent Misrepresentation) by participating in the creation of³, and failure to object to, the Private Placement Memorandum ("PPM"). Further, any investments made as a result of the PPM or damages stemming therefrom would only be recoverable by investors, not by Plaintiffs/Counter-Defendants. Thus, Plaintiffs/Counter-Defendants should be barred from asserting a claim for, or recovering damages under, Count VII of the Complaint based upon waiver.

b. Plaintiffs/Counter-Defendants waived the right to assert Counts III - VI, as they acknowledged Defendant/Counter-

³ As evidenced in Exhibit "C", pg. 7, Section 3, Number 5(a)(i)

Plaintiff's *employment* (receiving a salary) as President of both Plaintiff/Counter-Defendant corporations in 2014. (See letter to UCIS dated 6 April 2014, attached hereto as Exhibit "J", at p.1, ¶1 and p. 2, ¶ 4). Plaintiffs/Counter-Defendants were aware of their right to object to Defendant/Counter-Plaintiff's dual employment, should they have deemed it inappropriate. However, they did not. Thus, Plaintiffs/Counter-Defendants should be barred from asserting a claim for, or recovering damages under, Count III-VI of the Complaint based upon waiver.

5. The action and/or the damages claimed in this action are barred by failure or lack of standing by Plaintiff/ Counter-Defendant Toke to bring this cause against this Defendant.

Plaintiff/Counter-Defendant Toke has not been verified as maintaining current corporate existence. Plaintiffs' 30(b)(6) representative confirmed his lack of knowledge as to whether Toke was a valid and existing corporation, capable of bringing suit. (See Deposition of Rustin Howard, pp. 143-44). As such, any claims on

behalf of Plaintiff, Toke Oil and Gas S.A., should be barred based on lack of standing.

COUNTER-CLAIM OF MARC M. MOSKOWSKI

COUNT I: ACCOUNTING

1. This is an action for an accounting.
2. Defendant/Counter-Plaintiff is a stockholder, and officer of the Plaintiff/Counter-Defendant entities.
3. Florida law and equity requires Plaintiffs/Counter-Defendants to account for their use of their assets to the Counter-Plaintiff based upon the existence of complex transactions evident in Plaintiffs/Counter-Defendants' bank records received by Defendant/Counter-Plaintiff pursuant to subpoena. *See Zaki Kulaihee Establishment v. McFliker*, 771 F.3d 1301, 1311 (11th Cir. 2014).

WHEREFORE, Defendant/Counter-Plaintiff demands judgment for an accounting of all of the Plaintiffs/Counter-Defendants' assets and a lien against those assets for any judgment of amounts owed Counter-Claimant by Counter-Defendants plus attorney's fees and interest and any other relief that the trier of fact deems appropriate.

COUNT II: BREACH OF CONTRACT

4. On or about 1 August 2005, Plaintiffs/Counter-Defendants and Defendant/Counter-Plaintiff entered into agreement wherein Defendant/Counter-Claimant agreed to perform certain work for Plaintiffs in exchange for reasonable compensation ranging from \$120,000.00 per year to \$132,000.00 per year. (*See Exhibits "A"- "B", Exhibit "C" at p. 5, § 2, ¶¶1-2, and Exhibits "G"- "I", "K"; see also Exhibit "M"*).
5. Plaintiffs breached these agreements in that they have failed to compensate your Defendant/Counter-Plaintiff as agreed.
6. As a consequence of Plaintiffs/ Counter-Defendants' breach, Defendant/Counter-Plaintiff suffered damages in the form of lost wages, and other special damages as a result of his advancing necessary money.

WHEREFORE, based on the foregoing, the Counter-Claimant demands judgment against the Plaintiffs/ Counter-Defendants for breach of contract in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

COUNT III: WORK AND LABOR DONE

7. Defendant/Counter-Plaintiff claims, of the Plaintiffs/Counter-Defendants, sums due for work and labor done.
8. Defendant/ Counter-Plaintiff has served as the President of Plaintiff/Counter-Defendant corporations for over 14 years (1 August 2005 through present). (*See Exhibit "B"; see also Exhibit "C" at p. 5, § 2, ¶2 (noting the existence of an employment agreement) and at p. 8, ¶ 8 (noting the existence of an affidavit executed by Rustin Howard concerning the past performance and intent of the DeepGulf Board to continue to employ Mr. Marc Moszkowski⁴)).⁵*
9. In addition to extensive travel and business dealings on behalf of Plaintiffs/Counter-Defendants, and in performance of his duties related to his employment with Plaintiffs/Counter-Defendants, Defendant/Counter-Claimant also conducted numerous surveys, acted as project manager over several underwater pipeline related

⁴ Proposed validity period would have been sometime after the letter dated 15 August 2014.

⁵ Employment agreement attached hereto as Exhibit "K". The second document noted under Exhibit "C" is not attached as an individual exhibit to this Second Amended Answer because the same has not yet been provided by Plaintiffs.

projects, and negotiated commissions in favor of Plaintiff/Counter-Defendant DeepGulf.

10. Defendant/Counter-Plaintiff is owed monies for work and labor done between 1 August 2005 through 31 December 2007, and 1 April 2013 through present, at the rate of \$132,000.00 per year.

11. In the alternative, Defendant Counter/Claimant is owed, at minimum, the salary Plaintiffs/Counter-Defendants verified to the US Government that they would pay Defendant/Counter-Plaintiff pursuant to visa applications for the time periods of 1 August 2005 through 31 December 2007, and 1 April 2013 through 10 February 2017. (See I-29 Petition attached hereto as Exhibit "G", at p. 5, ¶¶ 8,10, and I-29 Petition attached hereto as Exhibit "I", at p.3, ¶¶ 6,8 and I-797A, Notice of Action (granting DeepGulf, Inc.'s petition for Defendant/Counter-Plaintiff's H-1B visa for the time period of 4 July 2014 through 10 February 2017) attached hereto as Exhibit "L"; see also, Letter to U.S. Citizenship and Immigration Services, attached hereto as Exhibit "H", at p.1, ¶1⁶ and p.2, ¶3⁷).

⁶ Wherein intention of employment is confirmed through 22 April 2014, and annual salary is confirmed at \$132,000.00

⁷ Wherein annual salary of \$132,000.00 is reaffirmed.

WHEREFORE, based on the foregoing, the Counter-Plaintiff demands judgment against the Plaintiffs / Counter-Defendants for work and labor done in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

COUNT IV: BREACH OF CONTRACT

12. Plaintiffs/Counter-Defendants and Defendant/Counter-Claimant entered into an agreement whereby Plaintiffs/Counter-Defendants agreed to take all necessary and reasonable steps to obtain a permanent resident visa for the Defendant/Counter-Claimant.

13. Plaintiffs/Counter-Defendants breached said agreement in that they failed to obtain the permanent resident visa for the Defendant/Counter-Plaintiff.

14. Defendant/Counter-Plaintiffs suffered actual injury in loss of income and other damages, such as being forced to return to France, as a result of Plaintiff/ Counter-Defendant's breach.

WHEREFORE, based on the foregoing, the Defendant/Counter-Plaintiff demands judgment against the Plaintiffs/ Counter-Defendants for breach of contract in an amount to be determined by the trier of fact, in excess of the jurisdictional minimum of this Court, plus costs.

Respectfully submitted this 12th day of September 2019.

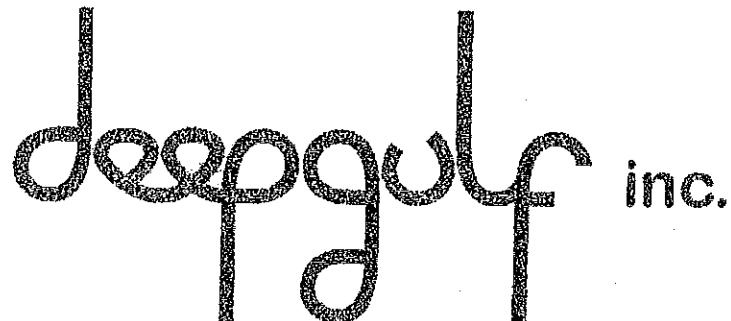
s/ Mary Allie E. Boller
MARY ALLIE E. BOLLER
Florida Bar No. 0111906
Thomas R. Boller, P.C.
150 Government Street, Suite 1001
Mobile, Alabama 36602
Telephone: (251) 433-2133
Facsimile: (251) 433-2135
Attorneys for Defendants
allie@bollerlawfirm.com

s/ Thomas R. Boller
THOMAS R. BOLLER
Thomas R. Boller, P.C.
150 Government Street, Suite 1001
Mobile, Alabama 36602
Telephone: (251) 433-2133
Facsimile: (251) 433-2135
Attorneys for Defendants
tom@bollerlawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on 12 September 2019, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing all other counsel of record.

s/ Mary Allie E. Boller
MARY ALLIE E. BOLLER



DeepGulf Inc.,
700 South Palafox Place, Suite 200
Pensacola, Florida, 32502

1 August 2005

Dear Marc,

We are delighted to offer you the position of President of DeepGulf, Inc. We look forward to welcoming you to the company and we are excited about the wealth of knowledge and unique experience that you bring with you.

We would like to initially offer you a salary \$120,000 per year including the benefits package as discussed at your interview.

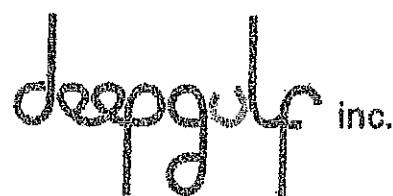
I have attached a copy of the job description for your information.

Please contact me at your earliest convenience to arrange a start date.

Sincerely

A handwritten signature in black ink, appearing to read "Rus Howard".

Rus Howard
SECRETARY (On behalf of the Board of Directors)



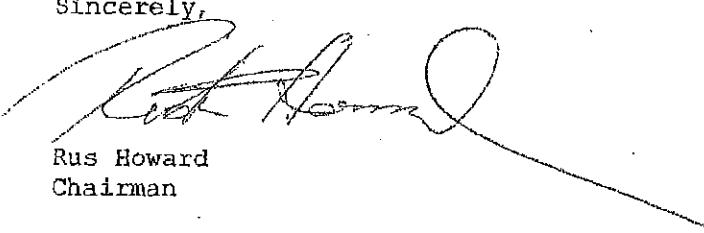
Re: Employment Confirmation Letter

To Whom is may concern:

This letter confirms Marc Moszkowski's employment with DeepGulf Inc. Marc serves as president of DeepGulf, with a salary of \$120,000 per year with standard benefits.

Mr. Moszkowski is responsible for all operations of DeepGulf, including corporate strategy, and oversight of marketing, business development, and engineering.

Sincerely,



Rus Howard
Chairman

A handwritten signature of Rus Howard is written over a diagonal line. The signature is fluid and cursive, appearing to read "Rus Howard". Below the signature, the name "Rus Howard" is printed in a small, sans-serif font, followed by "Chairman" in a slightly larger font.



August 15, 2014

United States Department of Homeland Security
United States Citizenship and Immigration Services
VSC Premium Processing
ATTN: RFE Response
30 Houghton Street
St. Albans, Vermont 05478

Re: Response to Request for Evidence: I-129/H-1B Petition for a Nonimmigrant Worker filed by DeepGulf, Inc. on behalf of Mr. Marc Moszkowski

Dear Sir/Madam:

We submit this letter to respond to your Request for Evidence ("RFE") in connection with the H-1B petition DeepGulf, Inc. ("DeepGulf" or "the Company") has filed on behalf of Mr. Marc Moszkowski, issued by the Service on June 10, 2014. Specifically the Service would like clarification regarding the following:

- **Specialty Occupation:** The Service has questioned the nature of the job and whether or not it is a specialty occupation.
- **Right to Control:** The Service has requested evidence showing that DeepGulf has the right to control Mr. Moszkowski's employment.
- **Employer-Employee Relationship:** The Service seeks evidence that a valid employer-employee relationship will exist for the requested validity period and that we have maintained an employer-employee relationship during the previous H-1B approval period.

PLEASE NOTE: The following information is confidential and valuable in nature and we request that it not be disclosed to anyone outside USCIS or to any persons at USCIS who do not need to know for the purposes of approving the petition.

Section 1: The Proffered Position of President is a Specialty Occupation

About the Company

The Service has indicated that they would like additional documentation highlighting the nature, scope, and activity of our business. DeepGulf, Inc. is an energy transportation business. It was founded on technology that would enable it to lay ultra-deep, very large pipelines, larger and deeper than any of its

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competitors. While developing this technology, Deep Gulf's customers demanded they expand the scope of their business to include transportation of energy, specifically, compressed natural gas in a marine environment. This energy transportation system was developed by the Deep Gulf team whose core ideas were developed by Mr. Moszkowski. We want USCIS to have an excellent understanding of what our company does in order for you to fully appreciate why Mr. Moszkowski's duties require at least the equivalent of a U.S. Bachelor's degree in Marine Operations and Technology or a related field in order to be the Chief Executive of our company; thus at Exhibit 1 we are attaching a copy of our power point presentation introducing our company to clients to provide further details.

Mr. Moszkowski will be relieved from Performing Non-Qualifying Functions

The Service incorrectly asserted that we have only 1 employee. In fact, DeepGulf, Inc. has three employee positions, as well as many contractual and professional relationships to accomplish the various daily tasks necessary to operate a business. Please see below for information regarding these employees and contractors:

- Rus Howard, Corporate Secretary and Chief Financial Officer of the Company, is responsible for administrative functions of the company. These functions include controller duties, research into current and future projects, and fundraising. Rus also oversees the corporate books and stock transactions of the company.
- Jennifer Cabbage is employed as an executive assistant who performs day to day office tasks such as answering phones, emails, and filing. She processes the mail and all bills and payments made out of the office. Any incoming revenue is received and deposited by this assistant. She also monitors the financial accounts to ensure all payables and receivables are completed in a timely manner.

NOTE: Mr. Howard and Ms. Cabbage are full time employees, and they take care of 99% of the day to day needs of the company so that Mr. Moszkowski can spend all of his time in the field, using his professional skills and training to lead our company.

- A Certified Professional Accountant, Beth Minor, of Breeze Bookkeeping, is contracted on a monthly basis to handle all bookkeeping and accounting functions, as well as some tax preparation. Beth also processes payroll for our employees. DeepGulf Breeze Bookkeeping provides documents payments for Mr. Minor's activities.
- Saltmarsh, Cleaveland and Gunn performs our US and international income tax preparation, as well as oversight for foreign exchange transactions. Ron Jackson, Managing Partner of Saltmarsh, Cleland and Gunn, is our direct contact within this company. DeepGulf Saltmarsh provides documentation that DeepGulf, Inc. has provided compensation for these duties.
- Carolyn Ward, of Clark, Partington, and Hart, acts as the corporate lawyer for DeepGulf, Inc., including handling corporate books, some contracts, and stock transactions.
- Rodney Lewis, of Sydney, Australia, manages all international legal issues, including gas delivery contracts and project contracts. He also has extensive experience and close relationships in the country of Timor. He represented the country of Timor Leste and helped draft some of the founding documents. Mr. Lewis also closely monitors political and energy news in Southeast Asia and offers advice and insights into happenings in the region.
- Bruce Gordon, former lead negotiator for Chevron in Southeast Asia, is our lead negotiator for energy purchase contracts and delivery contracts. Bruce is paid by a success fee.

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- Jason Fisher is the company's financial advisor and is located in Singapore. Mr. Fisher has extensive experience in financing oil and gas projects in Southeast Asia and has worked for several of the largest firms in the world, handling such projects. Mr. Fisher further gives advice on how to structure funding and operational needs of our projects.
- Bill Lott and Tom McMillan, members of the Board of Directors, advise the corporation on oil and gas and offshore construction matters. Bill Lott's company, Lott Ship, is one of the largest ship agents in the Gulf of Mexico, managing all of the on-shore needs of vessels for its many clients in the offshore industry. Tom McMillan has been in the oil and gas industry his entire career, developing many parcels and owning an oil refinery in Southern Alabama. The Board of Director's oversees all of Mr. Moszkowski activities. He reports directly to the board and the board reviews his work on a regular basis. The board establishes policy which Mr. Moszkowski and Mr. Howard must implement to the satisfaction of the board.
- Benton Baugh – Founder and Former CEO of Radoil, Inc. a specialty fabricator of reels and components that are used on offshore vessels and rigs. Mr. Baugh, has over 100 patents including patents for depth compensated actuators. He has helped the company develop its own patent portfolio.

To support the information detailed above, and as further evidence that the beneficiary will be performing specialty occupation work, we are submitting contractual agreements and work orders from each of the companies who will utilize Mr. Moszkowski's services as Exhibits 2-4, per the Service's request. This also satisfies your request for a list of engagements with which the beneficiary has been involved. These are detailed below:

- Exhibit 2: a copy of the draft Memorandum of Understanding for the C-Gas DGNK Joint Venture between NK and DeepGulf established for the marketing of the Compressed Gas Marine Transportation Systems throughout the world. C-GAS is the Joint Venture formed specifically for the development of integrated gas delivery projects: DeepGulf of Florida, United States, has joined with NK/ENK of the Republic of Korea to form C-GAS, Inc., a company which is intended to become the premier worldwide source for the construction and operation of marine compressed natural gas energy delivery systems. Together DeepGulf and NK/ENK contribute their expertise to C-GAS. DeepGulf designs and builds energy production and transportation systems primarily for use in maritime environments and NK/ENK is the world leading compressed gas containment system manufacturer, building systems and developing new technologies to create more efficient compressed gas systems.
- Exhibit 3: Memorandum of Understanding for the DGNK- Fabricators Joint Venture between NK and DeepGulf, for the fabrication of Offshore Marine Packages to be integrated into the Drill Rigs, Oil and Gas platforms, FPSO, and FLNG ships being constructed by DSME, Samsung, Hyundai and other ship builders in Korea. DeepGulf performs overall system design and engineering oversight and NK will market the products and services to their contacts and Samsung, DSME, Hyundai and other shipbuilders.
- Exhibit 4: MOU Timor Leste Natural Gas Delivery MM11 Signed X Scanned- (Toke is a wholly owned subsidiary of DeepGulf, Inc.) The Government of Timor Leste has signed a Memorandum of Understanding for the transportation of Natural Gas to its shore from the wellhead in the Timor Sea. The final contract is still under negotiation. Quantities, pricing and duration have been agreed to, and we have tentative agreement on the payment guarantee mechanism.

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Please also see Exhibit 5 for an organizational chart including specific information such as individuals' names, titles, brief descriptions of job duties and responsibilities, educational attainments, immigration status, and whether they have or will have ownership/interest in the petitioning organization.

Mr. Moszkowski's Job Duties Require a Bachelor's Degree in a Specific Field of Study

Firstly, Mr. Moszkowski is a founder of DeepGulf, Inc., and President of the company. There have been no prior employees who have held the position of President. There is no documentation of other individuals in our establishment who are currently, or were, employed in this position. Please see Exhibit 6 for the job description that was published internally for this specific position, as evidence to help establish the educational requirements of the proffered position of President. The position, however, is so complex and unique that it can be performed only by an individual with a bachelor's degree in a specific field of study. Furthermore, the knowledge required to perform the job duties is usually associated with the attainment of a baccalaureate or higher degree in a specific field of study.

In the position of President, Mr. Moszkowski is responsible for the management of the company, specifically the field operations for an offshore construction company and he reports directly to the Board of Directors. Below you will find a percentage breakdown of the amount of time Mr. Moszkowski spends on each of the duties:

- 49% Implement the Business Plan by developing the company's proprietary patented technologies (specifically develop and manage the engineering and construction of the largest offshore pipe laying system in the world) and by developing strategic business opportunities enabled by such technologies through effective marketing, promotion, personal contact and interaction with high level government official and multinational corporations.
- 12% Negotiate and close contracts for offshore construction and pipe laying projects as well as preliminary supporting projects including bathymetric surveys, port construction, gas shipping and offshore oil and gas field production.
- 35% Personally oversee field operations while ensuring compliance with U.S. and international maritime laws.
- 4% Report to Board of Directors and interact with shareholders as needed

Your RFE correctly points out it is the job duties, not the title, which determine if the job is a specialty occupation. 84% of Mr. Moszkowski's time is spent overseeing, implementing and developing the engineering and construction of a pipeline through a proprietary system devised by the beneficiary. These duties are not possible to do by one without the intellectual abilities that result from the rigors of a course of study equivalent to a Bachelor's Degree in marine technology and operations. It is next to impossible to imagine a more specialized set of job duties than these.

Furthermore, Mr. Moszkowski is responsible for developing strategic business opportunities enabled by the Company's technologies through effective marketing, promotion, personal contact and interaction with high level government official and multinational corporations. These are duties that entail setting the future direction of our Company and are critical to our continued success. These are duties in-line with those of an Executive as defined in the DOL's Occupational Outlook Handbook ("OOH"). The OOH specifies that most Executives, "...have a bachelor's or master's degree in business administration or

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in an area related to their field of work ... Executives are also expected to have experience in the organization's area of specialty" (Please see Exhibit 7). We have conducted a search of management positions in the field of natural gas and have confirmed that the minimum education requirements for these positions is baccalaureate or higher degree, or its equivalent, in a specific field of study entry in the particular position, in addition to a number of years of particular experience in the job duties described (Exhibit 8).

In addition, if you return to the last page of Exhibit 1, it shows the Beneficiary with the President of East Timor as they both are signing a multi-million dollar contract. Clearly it shows that the executives in our company are constantly meeting with and discussing our proprietary marine operations and technology with high-level politicians and engineers from around the world. It is not possible to have a chief executive of our company who cannot converse in depth about the marine operations and technology that our company provides. We have conducted a search of management positions in the field of natural gas and have confirmed that the minimum education requirements for these positions is baccalaureate or higher degree, or its equivalent, in a specific field of study entry in the particular position, in addition to a number of years of particular experience in the job duties described.

Section 1 Summary

DeepGulf is an energy transportation business that places very large pipelines on the ocean floor. We have presented ample evidence to prove that the position of President is a specialty occupation within our Company. The job duties can only be performed by an individual who possesses a baccalaureate or higher degree in a specific field of study and the majority of the beneficiary's time will be spent on specialty occupation work. The requirements of the position are further corroborated by evidence in the OOH and advertisements for similar executive positions in the natural gas industry.

Section 2: DeepGulf's Right to Control Mr. Moszkowski's Employment

In your RFE, you indicate that the record does not presently establish that DeepGulf has a valid employer-employee relationship. The RFE specifically questions if DeepGulf has the right to hire, fire, pay, supervise, change employee's compensation, or otherwise control the employee because of his position as a Founder and the President of DeepGulf.

We present the following explanations and evidence to establish by a preponderance of evidence that we have a right to control the beneficiary's employment and a valid employer/employee relationship will exist between DeepGulf and the beneficiary throughout the duration of the requested H-1B validity period:

- 1) Job offer letter (Exhibit 9) dated 1 August 2005, wherein DeepGulf offers Mr. Marc Moszkowski the position of President of DeepGulf, Inc. and signed my Mr. Howard as the Corporate Secretary and Chairman of the Board and on behalf of the Board of Directors.
- 2) Employment agreement (Exhibit 10) between DeepGulf, Inc., and Mr. Marc Moszkowski signed 1 Aug 2005. This agreement defines the Position, the terms and conditions of employment, compensation and benefits, duties, termination, confidentiality, and non-compete.

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- a) Furthermore, DeepGulf retains the Right to hire, fire, pay, supervise, or otherwise control the employee according to the following:
 - i) Marc Moszkowski and Mr. Howard are both founders of DeepGulf, Inc.
 - ii) Marc Moszkowski is the President
 - iii) Marc Moszkowski is the inventor of the technology that is the foundation of the business.
 - iv) Said technology has been contributed to the company in exchange for stock.
 - v) Marc Moszkowski has retained no rights to the technology.
 - vi) All new inventions made by Marc Moszkowski in the field of Oil and Gas and Energy transportation during his tenure as President are the property of DeepGulf.
 - vii) Mr. Howard and Mr. Moszkowski both have substantial beneficial interest in the company through their stock holdings.
- 3) Evidence of the ownership or control of DeepGulf, the petitioning organization:
 - a) Mr. Moszkowski does not control the Board of Directors
 - b) The Board of Directors are elected by the holders of the Class A common shares.
 - c) DG Stock Capital Chart (Exhibit 11) shows the stock owned by all DeepGulf Shareholders. No single person holds or controls the vote of the majority of the shares.
 - (1) Marc Moszkowski is the beneficial owner of 47% of the voting shares, however they are held in an irrevocable trust. He does not vote directly, but can provide input to the trustee, who is not required to listen to his input.
 - (2) Rus Howard's beneficial ownership is a close second at 46%.
 - (a) However, almost all of the other shareholders are Mr. Howard's friends, relatives and acquaintances. Marc Moszkowski has little to no influence over them.
 - (3) Mr. Howard's has extensive experience and success in entrepreneurial and high growth companies (i.e. biotech, computer software, payment processing, mobile commerce).
 - (a) He has been a founder and has served as the CEO in several of them and continues to serve on many Boards.
 - (4) Mr. Howard does not want the role as the executive officer in any them, but is happy to take a board position, and support and help with strategic planning, corporate structure, business decisions, corporate governance, and fund raising.
 - (5) Mr. Howard is willing to and has stepped into the Executive Officer position in this or other companies, on a temporary basis if necessary, due to unforeseen circumstances i.e. vacancy due to death, misappropriation of company assets, failure to perform, vote of confidence, etc.
 - 4) Supervision and Governance: As President of DeepGulf, Marc Moszkowski is employed at the will of its Board of Directors, which is constituted by Rus Howard, Marc Moszkowski, William Lott, and Thomas McMillan II, who has the right to hire, fire, pay, supervise, change his compensation, or otherwise control the employee (Please see the DG By-laws at Exhibit 12). As President, Mr. Moszkowski reports directly to the Board who oversee his work (Please see Exhibit 13 for Meeting Minutes).
 - 5) Performance Reviews: The Board meets on a regular basis and the President gives his report of current activities, projects, financial condition and prospective projects and financial projections. The Board reviews and critiques Mr. Moszkowski. Further the Board sets policy, mandates and objectives (Please refer to Exhibit 13 for Meeting Minutes). The Board meets

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in executive session without Mr. Moszkowski present to discuss any matters of concern, such as governance, performance, compliance, compensation or ethics etc.

Section 2 Summary

The Company has the right to hire, fire, review, criticizes, and change the pay of Mr. Moszkowski despite his role as Founder and as President of the Company. NO single person has the absolute ability to control the company. Further there are no stock plans or agreements or voting agreements or any other agreement that would enable Mr. Moszkowski to regain voting control of the Company's shares or the Board. DeepGulf is a functioning company, doing real work with real revenue providing real services to its customers and clients. Many of those clients are household names. Through it is joint venture it is also providing important energy to third world economies that will enable them to lift themselves out of poverty. DeepGulf also provides profits and a return to all of its shareholders.

Section 3: Maintenance of Initial Employer-Employee Relationship and Intent to Maintain the Relationship in the Future

In the RFE, it was indicated that the petition was filed without sufficient evidence to document that a valid employer-employee relationship was maintained with the beneficiary throughout the H-1B approval period. We present the following explanations and evidence in support of the claim to establish that valid employer employee relationship was maintained with the beneficiary throughout the H-1B approval period:

- 1) Pay stubs dated 6/1/2012, 10/1/2012, 2/1/2013 and 3/1/2013 to provide evidence that the beneficiary received compensation for his performed duties during the period of the previously approved H-1B status (**Exhibit 14**).
- 2) Mr. Moszkowski's 2011 and 2012 W2s (**Exhibit 15**) to provide evidence of the beneficiary's payroll summaries and/or W-2 forms, evidencing wages paid to the beneficiary during the period of previously approved H-1B status.
- 3) Itineraries, lease renewal documents, and photos of the areas the beneficiary utilizes to perform his employment endeavors (**Exhibit 16**). This includes itineraries to provide a complete schedule of services or engagements with the dates and locations of the services, including an actual monthly documentation of the beneficiary's whereabouts and projects for the previous two years of the approved H-1-B Visa period, as well as a projected itinerary of where the beneficiary is expected to be for the next 2 years and the projects he will be working on, which covers the requested recaptured extension period of the visa. This also serves to establish that we have had sufficient work premises available to the beneficiary.
- 4) Copies of the beneficiary's 2 or 3 most recently filed federal individual tax returns (**Exhibit 17**) with all required schedules and statements, as appropriate.
- 5) Documentary examples of work product created or produced by the beneficiary for the past H-1B validity period:
 - a. Business plans
 - i. DG PPM Final (**Exhibit 18**) - it includes a business plan. This Private Placement Memorandum (PPM) was composed by Moszkowski (technical

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and operations) and Howard (administrative issues) with the help of legal counsel Ward. The PPM is an offering document used for fundraising in a private business. The core of the PPM is the business plan, which is disclosed to potential investors. In addition to the business plan, included are blue sky disclosures from every state wherein the money is raised as well as other requirements to meet SEC (Securities Exchange Commission) regulation D requirements.

b. Reports

- i. TOG Projects 2008 to 2011-02 Public (Exhibit 19) — a report provided by Mr. Moszkowski to the Board of Directors and is a summary of the projects completed during the time period of 2008-2011. Some of the pictures and data have been obscured for confidentiality reasons. Marc is the sole author of this report.
- ii. Geocean — Mr. Moszkowski provided consultation for Geocean (Exhibit 20)
 1. Geocean Invoice, 30 July 2013
 2. DG-GO Inspection Invoice 11

c. Presentations

- i. EDTL Energy Supply System (Exhibit 21) — a presentation that summarizes the compressed gas energy transportation system to deliver natural gas from the well head in the Timor Sea to the country of Timor to provide an energy source for the electric generation system. This presentation was prepared primarily by Marc Moszkowski with consultation, review and critique from Rus Howard, Rodney Lewis and Vincente Ximenes.

d. Designs/Blueprints

- i. Patent information for the J-Flex (Exhibit 22)
- ii. DG-Hyundai CNG Carrier initial engineering (Exhibit 23) — Marc Moszkowski's invention that was reduced to the initial engineering drawings created by the Hyundai Corporation with the oversight of Marc Moszkowski.
 1. engineering oversight evidence of work by Marc and Hyundai (Exhibit 24) — evidence of the exchange of technical information used for the creation of the engineering drawings
- iii. CNG Module DG-NK (Exhibit 25) Engineering Drawings of the CNG modules to be used in the C-Gas Marine Vessel. These drawings were produced collaboratively by Marc Moszkowski and the engineers at NK, and incorporate all the design characteristics invented by Marc Moszkowski.

e. Photographs of prototypes (Exhibit 26) — J-Flex tower prototype, J-Flex prototype

- 6) Due to the position of President reporting directly to the Board of Directors, there are no written performance reviews. Performance reviews for this position are performed during the scope of Board of Director's meeting where the Board gives feedback and suggestions for improvements.
- 7) Copy of any employment history records
 - a. Job offer letter (Exhibit 9) to document date of hire.
 - b. Employment agreement (Exhibit 10) to document the terms of the beneficiary's employment in relation to the petitioning entity.
- 8) Affidavit of Rustin R. Howard (Exhibit 27) concerning the past performance and intent of the DeepGulf Board to employ Mr. Marc Moszkowski during the proposed validity period.

Section 3 Summary

U.S. Department of Homeland Security
Page 9

Mr. Moszkowski and DeepGulf have maintained a valid employer-employee relationship since the beneficiary first entered into valid H-1B status under our employ. We have paid and employed him according to the terms defined in our previous petitions on his behalf. We have every intent to continue to employ him according to those terms and by those defined in our most recent petition on his behalf.

Conclusion

We have provided you with sufficient documentation to satisfy your requests. Specifically, we have proven that: (a) the position of President is a specialty occupation. In order to perform the job duties of President, one must possess at minimum a bachelor's degree in a specific field. The duties of the President require this due to their complex nature. The responsibilities of President are also in line with those defined by the "Executive" occupation in the OOH, which specifies that a bachelor's degree is typically required; (b) DeepGulf has the right to control Mr. Moszkowski's employment, despite his position as a Founder and the President of DeepGulf. His employment is subject to review by the Board of Directors who may fire, review, criticize, and change the pay of Mr. Moszkowski at any time; and (c) a valid employer-employee relationship has existed between us and the beneficiary. The relationship was maintained with the beneficiary throughout the approved H-1B approval period, and we intend to maintain the relationship moving forward.

In light of this information, we respectfully request that you approve our H-1B petition on behalf of Mr. Moszkowski. If you have any questions regarding the information presented in this response, please do not hesitate to contact me. Thank you for your continued consideration of this petition.

Sincerely,

Rustin Howard
Chairman

OMB Approval: 1205-0310
Expiration Date: 01/31/2012

Labor Condition Application for Nonimmigrant Workers
ETA Form 9035 & 9035E
U.S. Department of Labor



Please read and review the filing instructions carefully before completing the ETA Form 9035 or 9035E. A copy of the instructions can be found at <http://www.foreignlaborcert.dol.gov/>. In accordance with Federal Regulations at 20 CFR 655.730(b), incomplete or obviously inaccurate Labor Condition Applications (LCAs) will not be certified by the Department of Labor. If the employer has received permission from the Administrator of the Office of Foreign Labor Certification to submit this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (#) symbol.

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application (Write classification symbol): *	.H-1B
--	-------

B. Temporary Need Information

1. Job Title * PRESIDENT																	
2. SOC (ONET/OES) code * 11-1011.00	3. SOC (ONET/OES) occupation title * CHIEF EXECUTIVES																
4. Is this a full-time position? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Period of Intended Employment 5. Begin Date * 07/04/2011 (mm/dd/yyyy) 6. End Date * 07/03/2014 (mm/dd/yyyy)																
7. Worker positions needed/basis for the visa classification supported by this application <table border="1"> <tr> <td>1</td> <td>Total Worker Positions Being Requested for Certification *</td> </tr> <tr> <td colspan="2">Basis for the visa classification supported by this application (Indicate the total workers in each applicable category based on the total workers identified above)</td> </tr> <tr> <td>0</td> <td>a. New employment *</td> </tr> <tr> <td>1</td> <td>b. Continuation of previously approved employment * without change with the same employer</td> </tr> <tr> <td>0</td> <td>c. Change in previously approved employment *</td> </tr> <tr> <td>0</td> <td>d. New concurrent employment *</td> </tr> <tr> <td>0</td> <td>e. Change in employer *</td> </tr> <tr> <td>0</td> <td>f. Amended petition *</td> </tr> </table>		1	Total Worker Positions Being Requested for Certification *	Basis for the visa classification supported by this application (Indicate the total workers in each applicable category based on the total workers identified above)		0	a. New employment *	1	b. Continuation of previously approved employment * without change with the same employer	0	c. Change in previously approved employment *	0	d. New concurrent employment *	0	e. Change in employer *	0	f. Amended petition *
1	Total Worker Positions Being Requested for Certification *																
Basis for the visa classification supported by this application (Indicate the total workers in each applicable category based on the total workers identified above)																	
0	a. New employment *																
1	b. Continuation of previously approved employment * without change with the same employer																
0	c. Change in previously approved employment *																
0	d. New concurrent employment *																
0	e. Change in employer *																
0	f. Amended petition *																

C. Employer Information

1. Legal business name * DEEP GULF INC.		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 17 SOUTH PALAFOX PLACE, SUITE 370		
4. Address 2 N/A		
5. City * PENSACOLA	6. State * FL	7. Postal code * 32502
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 8504709388	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 202250919	13. NAICS code (must be at least 4-digits) * 213112	

ETA Form 9035/9035E

FOR DEPARTMENT OF LABOR USE ONLY

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Case Number: I-200-11008-008569 Case Status: CERTIFIED Period of Employment: 07/04/2011 to 07/03/2014

000036

OMB Approval: 1205-0010
Expiration Date: 01/31/2012

Labor Condition Application for Nonimmigrant Workers
ETA Form 9035 & 9035E
U.S. Department of Labor



D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer.

1. Contact's last (family) name *	2. First (given) name *	3. Middle name(s) *
TAYLOR	PATRICIA	A.
4. Contact's job title * HR COORDINATOR		
5. Address 1 * 17 SOUTH PALAFOX PLACE		
6. Address 2 SUITE 370		
7. City * PENSACOLA		8. State * FL
10. Country * UNITED STATES OF AMERICA		9. Postal code * 32502
12. Telephone number * 8604709388	13. Extension N/A	14. E-Mail address TRISH.TAYLOR@WHITESANDSINVESTMENTS.COM

E. Attorney or Agent Information (If applicable)

1. Is the employer represented by an attorney or agent in the filing of this application? * If "Yes", complete the remainder of Section E below.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Attorney or Agent's last (family) name § GOLDMAN	3. First (given) name § JEFFREY	4. Middle name(s) § WILLIAM	
5. Address 1 § ONE FINANCIAL CTR			
6. Address 2 N/A			
7. City § BOSTON		8. State § MA	9. Postal code § 02111
10. Country § UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number § 6173483025	13. Extension N/A	14. E-Mail address JGOLDMAN@MINTZ.COM	
15. Law firm/Business name § MINTZ LEVIN		16. Law firm/Business FEIN § 042718459	
17. State Bar number (only if attorney) § 54-0056		18. State of highest court where attorney is in good standing (only if attorney) § MASSACHUSETTS	
19. Name of the highest court where attorney is in good standing (only if attorney) § SUPREME JUDICIAL COURT			

OMB Approval: 1205-0310
Expiration Date: 01/31/2012



Labor Condition Application for Nonimmigrant Workers
ETA Form 9035 & 9035E
U.S. Department of Labor

F. Rate of Pay

1. Wage Rate (Required)	2. Per: (Choose only one) *
From: \$ <u>103397.00</u> *	<input type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input checked="" type="checkbox"/> Year
To: \$ <u>132000.00</u>	

G. Employment and Prevailing Wage Information

Important Note: It is important for the employer to define the place of intended employment with as much geographic specificity as possible. The place of employment address listed below **must be a physical location and cannot be a P.O. Box**. The employer may use this section to identify up to three (3) physical locations and corresponding prevailing wages covering each location where work will be performed and the electronic system will accept up to 3 physical locations and prevailing wage information. If the employer has received approval from the Department of Labor to submit this form non-electronically and the work is expected to be performed in more than one location, an attachment must be submitted in order to complete this section.

a. Place of Employment 1

1. Address 1 *	17 SOUTH PALAFOX PLACE			
2. Address 2	SUITE 370			
3. City *	PENSACOLA		4. County *	SANTA ROSA
5. State/District/Territory *	FLORIDA		6. Postal code *	32502
<i>Prevailing Wage Information (corresponding to the place of employment location listed above)</i>				
7. Agency which issued prevailing wage \$ N/A	7a. Prevailing wage tracking number (if applicable) \$ N/A			
8. Wage level *	<input type="checkbox"/> I <input checked="" type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> N/A			
9. Prevailing wage * \$ <u>103397.00</u>	10. Per: (Choose only one) * <input type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input checked="" type="checkbox"/> Year			
11. Prevailing wage source (Choose only one) * <input checked="" type="checkbox"/> OES <input type="checkbox"/> CBA <input type="checkbox"/> DBA <input type="checkbox"/> SCA <input type="checkbox"/> Other				
11a. Year source published * 2010	11b. If "OES", and SWA/NPC did not issue prevailing wage OR "Other" in question 11, specify source \$ OFLC ONLINE DATA CENTER			

H. Employer Labor Condition Statements

Important Note: In order for your application to be processed, you **MUST** read Section H of the Labor Condition Application – General Instructions Form ETA 9035CP under the heading “Employer Labor Condition Statements” and agree to all four (4) labor condition statements summarized below:

- (1) **Wages:** Pay nonimmigrants at least the local prevailing wage or the employer's actual wage, whichever is higher, and pay for non-productive time. Offer nonimmigrants benefits on the same basis as offered to U.S. workers.
- (2) **Working Conditions:** Provide working conditions for nonimmigrants which will not adversely affect the working conditions of workers similarly employed.
- (3) **Strike, Lockout, or Work Stoppage:** There is no strike, lockout, or work stoppage in the named occupation at the place of employment.
- (4) **Notices:** Notice to union or to workers has been or will be provided in the named occupation at the place of employment. A copy of this form will be provided to each nonimmigrant worker employed pursuant to this application.

1. I have read and agree to Labor Condition Statements 1, 2, 3, and 4 above and as fully explained in Section H of the Labor Condition Application – General Instructions – Form ETA 9035CP. *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

ETA Form 9035/9035E

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Case Number: I-200-14006-405309Case Status: CERTIFIEDPeriod of Employment: 07/04/2011 to 07/03/2014

000038

OMB Approval: 1205-0310
Expiration Date: 01/31/2012

Labor Condition Application for Nonimmigrant Workers
ETA Form 9035 & 9035E
U.S. Department of Labor



I. Additional Employer Labor Condition Statements – H-1B Employers ONLY

Important Note: In order for your H-1B application to be processed, you **MUST** read Section I – Subsection 1 of the Labor Condition Application – General Instructions Form ETA 9035CP under the heading "Additional Employer Labor Condition Statements" and answer the questions below.

a. Subsection 1

1. Is the employer H-1B dependent? §	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is the employer a willful violator? §	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. If "Yes" is marked in questions I.1 and/or I.2, you must answer "Yes" or "No" regarding whether the employer will use this application ONLY to support H-1B petitions or extensions of status for exempt H-1B nonimmigrant(s). §	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

If you marked "Yes" to questions I.1 and/or I.2 and "No" to question I.3, you **MUST** read Section I – Subsection 2 of the Labor Condition Application – General Instructions Form ETA 9035CP under the heading "Additional Employer Labor Condition Statements" and indicate your agreement to all three (3) additional statements summarized below.

b. Subsection 2

- A. Displacement: Non-displacement of the U.S. workers in the employer's workforce
- B. Secondary Displacement: Non-displacement of U.S. workers in another employer's workforce; and
- C. Recruitment and Hiring: Recruitment of U.S. workers and hiring of U.S. workers applicant(s) who are equally or better qualified than the H-1B nonimmigrant(s).

4. I have read and agree to Additional Employer Labor Condition Statements A, B, and C above and as fully explained in Section I – Subsections 1 and 2 of the Labor Condition Application – General Instructions Form ETA 9035CP. §	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

J. Public Disclosure Information

Important Note: You **must** select from the options listed in this Section.

1. Public disclosure information will be kept at: *	<input type="checkbox"/> Employer's principal place of business <input type="checkbox"/> Place of employment
---	---

K. Declaration of Employer

By signing this form, I, on behalf of the employer, attest that the information and labor condition statements provided are true and accurate; that I have read sections H and I of the Labor Condition Application – General Instructions Form ETA 9035CP, and that I agree to comply with the Labor Condition Statements as set forth in the Labor Condition Application – General Instructions Form ETA 9035CP and with the Department of Labor regulations (20 CFR part 655, Subparts H and I). I agree to make this application, supporting documentation, and other records available to officials of the Department of Labor upon request during any investigation under the Immigration and Nationality Act. Making fraudulent representations on this Form can lead to civil or criminal action under 18 U.S.C. 1001, 18 U.S.C. 1546, or other provisions of law.

1. Last (family) name of hiring or designated official * Howard	2. First (given) name of hiring or designated official * Rustin	3. Middle initial * R.
4. Hiring or designated official title * Secretary		
5. Signature *		6. Date signed * 02/03/2011

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ETA Form 9035/9035E

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Case Number: 1400-11006-405569 Case Status: CERTIFIED Period of Employment: 07/04/2011 to 07/03/2014

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OMB Approval: 1205-0310
Expiration Date: 01/31/2012

Labor Condition Application for Nonimmigrant Workers
ETA Form 9035 & 9035E
U.S. Department of Labor



L. LCA Preparer

Important Note: Complete this section if the preparer of this LCA is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name § GOLDMAN	2. First (given) name § JEFFREY	3. Middle initial § W
4. Firm/Business name § MINTZ LEVIN		
5. E-Mail address § JGOLDMAN@MINTZ.COM		

M. U.S. Government Agency Use (ONLY)

By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 07/04/2011 to 07/03/2014

William J. Carlson
Department of Labor, Office of Foreign Labor Certification
01/13/2011
Determination Date (date signed)

I-200-11008-405569

CERTIFIED

Case number

Case Status

The Department of Labor is not the guarantor of the accuracy, truthfulness, or adequacy of a certified LCA.

N. Signature Notification and Complaints

The signatures and dates signed on this form will not be filled out when electronically submitting to the Department of Labor for processing, but MUST be complete when submitting non-electronically. If the application is submitted electronically, any resulting certification MUST be signed immediately upon receipt from the Department of Labor before it can be submitted to USCIS for further processing.

Complaints alleging misrepresentation of material facts in the LCA and/or failure to comply with the terms of the LCA may be filed using the WH-1 Form with any office of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. A listing of the Wage and Hour Division offices can be obtained at <http://www.dol.gov/esa>. Complaints alleging failure to offer employment to an equally or better qualified U.S. worker, or an employer's misrepresentation regarding such offer(s) of employment, may be filed with the U.S. Department of Justice, Office of the Special Counsel for Immigration-Related Unfair Employment Practices, 950 Pennsylvania Avenue, NW, Washington, DC, 20530. Please note that complaints should be filed with the Office of Special Counsel at the Department of Justice only if the violation is by an employer who is H-1B dependent or a willful violator as defined in 20 CFR 665.710(b) and 665.734(a)(1)(B).

O. OMB Paperwork Reduction Act (1205-0310)

These reporting instructions have been approved under the Paperwork Reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Obligations to reply are mandatory (Immigration and Nationality Act, Section 212(n) and (l) and 214(c)). Public reporting burden for this collection of information, which is to assist with program management and to meet Congressional and statutory requirements is estimated to average 1 hour per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Room C-4312, 200 Constitution Ave., NW, Washington, DC 20210. (Paperwork Reduction Project OMB 1205-0310.) Do NOT send the completed application to this address.

ETA Form 9035/9035E

FOR DEPARTMENT OF LABOR USE ONLY

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Case Number: I-200-11008-405569 Case Status: CERTIFIED Period of Employment: 07/04/2011 to 07/03/2014

From: Marc Moszkowski <m.moszkowski@tokeoilandgas.com>
Sent: Wednesday, January 26, 2011 8:20 PM
To: 'Rus Howard'
Subject: Emailing: Income Statements TOG 2008 to 2010-Final.xls, Balance Sheets TOG 2008 to 2010-Final.xls
Attachments: Income Statements TOG 2008 to 2010-Final.xls; Balance Sheets TOG 2008 to 2010-Final.xls

Your message is ready to be sent with the following file or link attachments:

Income Statements TOG 2008 to 2010-Final.xls Balance Sheets TOG 2008 to 2010-Final.xls

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: Rus Howard <rus@whitesandinvestments.com>
Sent: Thursday, January 27, 2011 5:42 PM
To: Marc Moszkowski
Subject: RE: Emailing: Income Statements TOG 2008 to 2010-Final.xls, Balance Sheets TOG 2008 to 2010-Final.xls

Received the spreadsheets.

rus

-----Original Message-----

From: Marc Moszkowski [mailto:m.moszkowski@tokeoilandgas.com]
Sent: Wednesday, January 26, 2011 8:20 PM
To: Rus Howard
Subject: Emailing: Income Statements TOG 2008 to 2010-Final.xls, Balance Sheets TOG 2008 to 2010-Final.xls

Your message is ready to be sent with the following file or link
attachments:

[Income Statements TOG 2008 to 2010-Final.xls](#) [Balance Sheets TOG 2008 to 2010-Final.xls](#)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Balance Sheet

TOKE OIL & GAS S.A.
Year 2008
Financial Statements in U.S. Dollars

ASSETS		LIABILITIES	
Current Assets		Current Liabilities	
Cash	\$279.92	Accounts payable	\$0.00
Accounts receivable (less doubtful accounts)		Short-term notes	
Inventory		Current portion of long-term notes	
Temporary investment		Interest payable	
Prepaid expenses		Taxes payable	\$0.00
Total Current Assets	\$279.92	Accrued payroll	
Fixed Assets		Total Current Liabilities	\$0.00
Long-term investments		Long-term Liabilities	
Land		Mortgage	\$0.00
Buildings (less accumulated depreciation)		Other long-term liabilities	
Plant and equipment (less accumulated depreciation)		Total Long-Term Liabilities	\$0.00
Furniture and fixtures (less accumulated depreciation)		Shareholders' Equity	
Total Net Fixed Assets	\$0.00	Capital stock	\$0.00
TOTAL ASSETS	\$279.92	Retained earnings	\$279.92
		Total Shareholders' Equity	\$279.92
		TOTAL LIABILITIES & EQUITY	\$279.92

Income Statement

TOKE OIL & GAS S.A.

Year 2008

Financial Statements in U.S. Dollars

Revenue

Gross Sales	\$ 3,103,088.38
Less: Sales Returns and Allowances	
Net Sales	\$3,103,088.38

Cost of Goods Sold

Add:	Purchase of Goods and Services	\$2,560,914.54
	Direct Labor	
	Direct Operating Costs	
	Indirect Expenses	
Subtotal		\$2,560,914.54
Less: Miscellaneous		
Cost of Goods Sold		\$2,560,914.54
 Gross Profit (Loss)		 \$542,173.84

Expenses

ACCOMMODATION	\$21,175.45
ACCOUNTING FEES	\$172.25
BANK CHARGES	\$225.00
CASH ADVANCES	\$14,180.89
COMMUNICATIONS	\$18,600.00
DIRECTORS SALARIES	\$303,828.45
EQUIPMENT RENTAL	\$225.00
FUEL	\$82,910.00
FURNITURE	\$676.95
HARDWARE	\$6,664.00
MISCELLANEOUS	\$5,600.00
OFFICE RENTAL	\$11,182.75
OFFICE SUPPLIES	\$2,188.27
SHIP STORES	\$48,861.73
SALARIES	\$8,936.00
SHIP AGENCY	\$6,262.84
TRANSPORTATION	\$8,803.55
TRAVEL	\$2,400.00
VEHICLE PURCHASE	
TAX	
 Total Expenses	 \$541,893.92

Net Operating Income

\$279.92

Other Income

Gain (Loss) on Sale of Assets	\$0.00
Interest Income	
Total Other Income	\$0.00
 Net Income (Loss)	 \$279.92

Balance Sheet

TOKE OIL & GAS S.A.
Year 2009
Financial Statements In U.S. Dollars

ASSETS

Current Assets

Cash	\$677.27
Accounts receivable (less doubtful accounts)	
Inventory	
Temporary investment	
Prepaid expenses	
Total Current Assets	\$677.27

LIABILITIES

Current Liabilities

Accounts payable	\$0.00
Short-term notes	
Current portion of long-term notes	
Interest payable	
Taxes payable	\$0.00
Accrued payroll	
Total Current Liabilities	\$0.00

Fixed Assets

Long-term investments	
Land	
Buildings (less accumulated depreciation)	
Plant and equipment (less accumulated depreciation)	
Furniture and fixtures (less accumulated depreciation)	
Total Net Fixed Assets	\$0.00

Long-term Liabilities

Mortgage	\$0.00
Other long-term liabilities	
Total Long-Term Liabilities	\$0.00

Shareholders' Equity

Capital stock	\$0.00
Retained earnings	\$677.27
Total Shareholders' Equity	\$677.27

TOTAL ASSETS

\$677.27

TOTAL LIABILITIES & EQUITY

\$677.27

Income Statement

TOKE OIL & GAS S.A.

Year 2009

Financial Statements in U.S. Dollars

Gross Sales	\$ 2,190,177.42
Less: Sales Returns and Allowances	
Net Sales	\$2,190,177.42

Cost of Goods Sold		
Add:	Purchase of Goods and Services	\$1,825,484.77
	Direct Labor	
	Direct Operating Costs	
	Indirect Expenses	
Subtotal		\$1,825,484.77
Less: Miscellaneous		
Cost of Goods Sold		\$1,825,484.77
Gross Profit (Loss)		\$364,692.65

EXPENSES	
ACCOMMODATION	\$4,043.00
ACCOUNTING FEES	\$15.00
BANK CHARGES	\$88.30
CASH ADVANCES	\$5,366.50
COMMUNICATIONS	\$2,900.04
DIRECTORS SALARIES	\$324,040.77
EQUIPMENT RENTAL	
FUEL	\$13,005.00
FURNITURE	
HARDWARE	\$0.00
MISCELLANEOUS	\$170.00
OFFICE RENTAL	\$10,577.00
OFFICE SUPPLIES	
SHIP STORES	
SALARIES	
SHIP AGENCY	\$3,364.55
TRANSPORTATION	\$383.99
TRAVEL	\$0.00
VEHICLE PURCHASE	\$361.15
TAX	
Total Expenses	\$364,295.30
Net Operating Income	

Other Income	
Gain (Loss) on Sale of Assets	
Interest Income	
Total Other Income	\$0.00
 Net Income (Loss)	\$397.65

Balance Sheet

TOKE OIL & GAS S.A.

Year 2010

Financial Statements in U.S. Dollars

ASSETS

Current Assets

Cash	\$4,725.00
Accounts receivable (less doubtful accounts)	\$52,000.00
Inventory	
Temporary investment	
Prepaid expenses	
Total Current Assets	\$56,725.00

Fixed Assets

Long-term investments	
Land	
Buildings (less accumulated depreciation)	
Plant and equipment (less accumulated depreciation)	
Furniture and fixtures (less accumulated depreciation)	
Total Net Fixed Assets	\$0.00

TOTAL ASSETS

\$56,725.00

LIABILITIES

Current Liabilities

Accounts payable	\$28,000.00
Short-term notes	
Current portion of long-term notes	
Interest payable	
Taxes payable	\$0.00
Accrued payroll	
Total Current Liabilities	\$28,000.00

Long-term Liabilities

Mortgage	\$0.00
Other long-term liabilities	
Total Long-Term Liabilities	\$0.00

Shareholders' Equity

Capital stock	\$0.00
Retained earnings	\$4,752.55
Total Shareholders' Equity	\$28,725.00

TOTAL LIABILITIES & EQUITY

\$56,725.00

Income Statement

TOKE OIL & GAS S.A.

Year 2010

Financial Statements in U.S. Dollars

Revenue

Gross Sales
Less: Sales Returns and Allowances
Net Sales

\$ 2,919,364.82

\$2,919,364.82

COST OF GOODS SOLD

Add: Purchase of Goods and Services
Direct Labor
Direct Operating Costs
Indirect Expenses
Subtotal
Less: Miscellaneous
Cost of Goods Sold

Gross Profit (Loss)

\$2,068,277.50

\$2,068,277.50

\$2,068,277.50

\$251,087.32

Expenses

ACCOMMODATION
ACCOUNTING FEES
BANK CHARGES
CASH ADVANCES
COMMUNICATIONS
DIRECTORS SALARIES
EQUIPMENT RENTAL
FUEL
FURNITURE
HARDWARE
MISCELLANEOUS
OFFICE RENTAL
OFFICE SUPPLIES
SHIP STORES
SALARIES
SHIP AGENCY
TRANSPORTATION
TRAVEL
VEHICLE PURCHASE
TAX

\$26,612.50

\$763.58

\$66.00

\$11,868.65

\$6,750.00

\$484,895.00

\$38,520.00

\$116,175.70

\$7,871.00

\$16,038.45

\$26,797.75

\$18,000.00

\$16,789.13

\$24,898.76

\$51,965.62

Total Expenses

\$317,012.04

Net Operating Income

\$4,075.20

Other Income

Gain (Loss) on Sale of Assets
Interest Income
Total Other Income

\$0.00

Net Income (Loss)

\$4,075.20

Income Statement

TOKE OIL & GAS S.A.

Year 2011

Financial Statements in U.S. Dollars

Revenue	(in thousands)
Gross Sales	\$ 6,153,867.00
Less: Sales Returns and Allowances	
Net Sales	\$ 6,153,867.00

Cost of Goods Sold	
Add:	Purchase of Goods and Services
	Direct Labor
	Direct Operating Costs
	Indirect Expenses
Subtotal	\$4,620,383.31
Less: Miscellaneous	
Cost of Goods Sold	\$4,620,383.31
Gross Profit (Loss)	\$0.00

expenses

ACCOMMODATION	\$128,333.65
ACCOUNTING FEES	\$1,668.34
BANK CHARGES	\$8,341.69
CASH ADVANCES	\$30,350.91
COMMUNICATIONS	\$60,050.12
DIRECTORS SALARIES	\$192,000.00
EQUIPMENT RENTAL	\$168,521.00
FUEL	\$266,667.30
FURNITURE	\$0.00
HARDWARE	\$7,685.65
MISCELLANEOUS	\$45,530.21
OFFICE RENTAL	\$40,602.17
OFFICE SUPPLIES	\$4,466.01
SHIP STORES	\$46,947.53
SALARIES	\$198,231.00
SHIP AGENCY	\$45,191.41
TRANSPORTATION	\$50,325.64
TRAVEL	\$0.00
VEHICLE PURCHASE	\$0.00
TAX	\$246,165.00

Total Expenses

Net Operating Income

Other Income

Gain (Loss) on Sale of Assets	\$0.00
Interest Income	\$0.00
Total Other Income	\$0.00
Net Income (Loss)	\$34,160.05

From: Marc Moszkowski <m.moszkowski@deep-gulf.com>
Sent: Friday, May 25, 2012 10:04 AM
To: 'Rustin Howard' (rus.howard@deep-gulf.com)
Cc: Trish Taylor (t.taylor@deep-gulf.com)
Subject: Emailing: Income Statements TOG 2011.xls, Balance Sheets TOG 2011.xls
Attachments: Income Statements TOG 2011.xls; Balance Sheets TOG 2011.xls

Rus,

Attached are the financial reports for Toke Oil & Gas in 2011. I would like to discuss them with you before they are published.

Best,

Marc

From: Rus Howard <rus.howard@deep-gulf.com>
Sent: Saturday, May 26, 2012 7:22 AM
To: 'Marc Moszkowski'
Subject: RE: Emailing: Income Statements TOG 2011.xls, Balance Sheets TOG 2011.xls

OK Will talk to you when you are back in town. No need to discuss till then, enjoy your weekend.

Rus

-----Original Message-----

From: Marc Moszkowski [mailto:m.moszkowski@deep-gulf.com]
Sent: Friday, May 25, 2012 10:04 AM
To: 'Rustin Howard'
Cc: Trish Taylor
Subject: Emailing: Income Statements TOG 2011.xls, Balance Sheets TOG 2011.xls

Rus,

Attached are the financial reports for Toke Oil & Gas in 2011. I would like to discuss them with you before they are published.

Best,

Marc

Balance Sheet

TOKE OIL & GAS S.A.
Year 2011
Financial Statements in U.S. Dollars

ASSETS		LIABILITIES	
Current Assets		Current Liabilities	
Cash	\$8,785.65	Accounts payable	\$615,002.08
Accounts receivable (less doubtful accounts)	\$546,132.83	Short-term notes	
Inventory		Current portion of long-term notes	
Temporary investment		Interest payable	
Prepaid expenses		Taxes payable	
Total Current Assets	\$554,918.48	Accrued payroll	\$12,753.00
Fixed Assets		Total Current Liabilities	\$527,756.08
Long-term investments		Long-term Liabilities	
Land		Mortgage	
Buildings (less accumulated depreciation)		Other long-term liabilities	
Plant and equipment (less accumulated depreciation)	\$110,725.28	Total Long-Term Liabilities	\$0.00
Furniture and fixtures (less accumulated depreciation)	\$25,000.00		
Total Net Fixed Assets	\$85,725.28		
TOTAL ASSETS	\$640,643.76	Shareholders' Equity	
		Capital stock	
		Retained earnings	
		Total Shareholders' Equity	\$12,888.68
		TOTAL LIABILITIES & EQUITY	\$640,643.76

From: Marc Moszkowski <m.moszkowski@deep-gulf.com>
Sent: Thursday, March 06, 2014 4:58 PM
To: 'Rustin Howard'; Jen Cabbage
Subject: Emailing: releve_00050136739_20110221.pdf, releve_00050136739_20110621.pdf,
releve_00050136739_20111122.pdf, releve_00050136739_20120721.pdf, Copy of
Recapitulatif crédits exceptionnels.xlsx, releve_00050136739_20100721.pdf
Attachments: Copy of Recapitulatif crédits exceptionnels.xlsx; SG-12 Jan 10.pdf; SG-24 Jun 10.pdf;
SG-08 Feb 11.pdf; SG-27 May 11.pdf; SG-21 Nov 11.pdf

Your message is ready to be sent with the following file or link attachments:

releve_00050136739_20110221.pdf
releve_00050136739_20110621.pdf
releve_00050136739_20111122.pdf
releve_00050136739_20120721.pdf
Copy of Recapitulatif crédits exceptionnels.xlsx releve_00050136739_20100721.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

2011	21/11/2011	21/11/2011	VIR RECU 34954813 DE: VICENTE KIMENES VILA VERDE					44.939,14
			MOTIF: SALARY MONTANT RECU: 89975,00 USD. TAUX CHANGE: EURUSD 1,35570					21 Nov 11 660.000
			ORIGINE: 89975,00 USD					
2011	27/05/2011	27/05/2011	VIR RECU 545954813 DE: VICENTE KIMENES VILA VERDE					
			MOTIF: PAY TO MARC ACCOUNT MONTANT RECU: 74975,00 USD TAUX CHANGE: EURUSD 1,45540					
			ORIGINE: 74975,00 USD					
2011	08/02	VIR RECU 03955331 DE: TOKE OIL AND GAS SA HOTEL OIL SUITE 166 RUA DOS MOTIF: PAYMENT OF SERVICES MONTANT RECU: 50000,00 USD TAUX CHANGE: EURUSD 1,37200		36 443,15	-239 051,39	08/02/11	2. Mai 11 375.000	
2010	24/06	VIR RECU 173549501 DE: TOE1175780001 TOKE OIL AND GAS SA MOTIF: DIRECTOR FEE MONTANT RECU: 59965,00 USD TAUX CHANGE: EURUSD 1,22830		43 425,26	-347 645,99	24/06/10	24 Jun 10 560.000	
2010	12/01	VIR RECU 03942495 DE: 1011179780001 TOKE OIL AND GAS DILI EAST TIMOR MONTANT RECU: 89966,00 USD TAUX CHANGE: EURUSD 1,44160		69 347,90	-454 692,40	12/01/10	12 Jan 10 500.000	

SOCIETE GENERALE
RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE

Tél. :

REFERENCES BANCAIRES

Banque Agence Numéro de compte Clé

IDENTIFICATION INTERNATIONALE

IBAN : [REDACTED]

BIC-ADRESSE SWIFT : BOGEFRPP

A renseigner à tout organisme demandant vos références bancaires



RELEVE DE COMPTE
en euros

du 23 12 2009 au 21 01 2010

M. MARC MOSZKOWSKI
LE VERDOS
83300 CHATEAUDOUBLE

envol n° 1 page 1/2

Toute l'équipe de votre Agence se joint à moi afin de vous présenter
*** nos MEILLEURS VOEUX pour l'année 2010. ***
Votre Conseiller.

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	SOLDE PRECEDENT		180,83	+1.186,17	
12/01	*** SOLDE AU 31/12/2009 VIR RECU 008R42486 DE: 1011179780001 TOKE OIL AND GAS DILI EAST TIMOR MONTANT RECU: 09965,00 USD TAUX CHANGE: EUR/USD 1,44150	+180,83 ***	69 347,90	+454 892,40	12/01/10
12/01	VIREMENT VIRT FAV.50138438 REQ DECOUVERT	5 000,00		-32 797,85	12/01/10
12/01	> FRAIS SUR VIR INTL RECU D08R42486 REF 0082091 1 VIREMENT(S) POUR: 16,50 1 COMMISSION DE CHANGE POUR: 34,67	51,17*		-335,65	12/01/10
15/01	000001 VIR EUROPEEN EMIS AGENCE POUR: ARTHUR MOSZKOWSKI REF: 0139531500006 MOTIF: VIRT RECU MARC MOSZKOWSKI LIB: VIRT FAV.ARTHUR MOSZKOWSKI LIB: ORDRE FAX	4 000,00		-26 238,28	15/01/10
15/01	000001 VIR EUROPEEN EMIS AGENCE POUR: BERGEREAU JACQUELINE REF: 0139531500004 MOTIF: VIRT RECU MARC MOSZKOWSKI LIB: VIRT FAV.JACQUELINE BERGEREAU LIB: ORDRE FAX	6 000,00		-38 357,42	15/01/10
16/01	> FRAIS SUR VIR EUROPEEN EMIS DE 6 000,00 E DU 15/01/2010	3,20*		-20,99	16/01/10
16/01	> FRAIS SUR VIR EUROPEEN EMIS DE 4 000,00 E DU 15/01/2010	3,20*		-20,99	16/01/10
18/01	VIREMENT VIRT FAV.50138438 ORDRE FAX	38 052,00		-249 604,78	18/01/10
20/01	> COTISATION JAZZ	7,80*		-51,16	20/01/10
	TOTAUX DES MOUVEMENTS	53.117,37	69.347,90		

AGENCE : [REDACTED]
 TITULAIRE DU COMPTE
 M. MARC MOSZKOWSKI



RELEVE DE COMPTE
 en euros

du 23 12 2009 au 21 01 2010

envelop n° 1 page 2/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	NOUVEAU SOLDE		16.411,36	+107.651,46	

Les écritures précédées du signe > désignent les frais sur vos opérations bancaires courantes relatives à la convention de compte de dépôt, ou leur remboursement.

(1) Les contre-valeurs en francs ont été calculés sur la base de 1 euro = 6,55957 francs. Les montants d'opérations exprimés en francs n'ont qu'une valeur indicative. Le solde en francs est la contre-valeur du solde en euros après application des règles de conversion et d'amorçage.

Votre code client figurant ci-dessous, complété par votre code secret personnalisable, vous permet d'utiliser l'ensemble des services de Banque à Distance : Internet, Internet Mobile et [REDACTED]

Code Client : M. MARC MOSZKOWSKI [REDACTED]

*Si vous ne connaissez pas votre code secret Banque à Distance,
 contactez votre Conseiller en Agence ouappelez le [REDACTED] touche #.*

* Depuis l'étranger : (+33) 1 76 77 3933 - Tarif au 01/01/2009 : 0,34€ TTC/min depuis une ligne fixe France Télécom, en France métropolitaine. Depuis un autre opérateur en France ou à l'étranger, tarification selon l'opérateur.

En cas d'utilisation de votre découvert autorisé, le taux qui vous sera appliqué pour le calcul des intérêts s'établit à 17,95%
 (Taux effectif global 19,66% équivalent au Taux journalier de 0,0492%),
 à compter du 01/01/2010.

Pour tout besoin de trésorerie, consultez votre conseiller de clientèle.

Fidélité

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 31/12/2009

36303	+	588	-	0	=	12684	=	24307 *
solde précédent		points acquis		points utilisés		points annulés		nouveau solde

*dont 7741 points à utiliser avant le 31/12/2010.

Avec JAZZ, votre fidélité est récompensée !

Pour en savoir plus sur vos points ou les transformer en cadeaux, connectez-vous
 sur www.particuliers.societegenerale.fr ou contactez le 09 69 36 7000

Internet : [@www.societegenerale.fr](http://www.societegenerale.fr)

Votre banque par téléphone : 3933

Perte ou vol de carte : 09 69 39 77 77

tarif au 01/01/06 : 0,34 € TTC/min

appel non surtaxé

SOCIÉTÉ GÉNÉRALE S.A. AU CAPITAL DE 924 757 031,25 EUR. SIÈGE SOCIAL, 29 BD HAUGÉMANN, 75009 PARIS. 652 120 222 R.C.S. PARIS

R44-30F

0000056

SOCIETE GENERALE

RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE
[REDACTED]

Tel. : [REDACTED]

REFÉRENCES BANCAIRES

Banque	Agence	Nom du compte	Clé
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

IDENTIFICATION INTERNATIONALE
IBAN: [REDACTED]
BIC-ADRESSE SWIFT: SOGEFRPP

A renseigner à tout organisme demandant vos références bancaires

**RELEVE DE COMpte**

en euros

n° [REDACTED]

du 23 06 2010 au 21 07 2010

M. MARC MOSZKOWSKI
LE VERDOS
B3300 CHATEAUDOUBLE

BDB

envoi n° 7 page 1/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	SOLDE PRECEDENT	-463,79		-3.042,26	
24/06	VIR RECU 173R48601 DE: 1011179780001 TOKE OIL AND GAS SA MOTIF: DIRECTOR FEE MONTANT RECU: 69965,00 USD TAUX CHANGE: EUR/USD 1,23830		48 425,26	+317 648,88	24/06/10
24/06	> FRAIS SUR VIR INTL RECU 173R48601 REF 1733420 1 VIREMENT(S) POUR: 18,50 1 COMMISSION DE CHANGE POUR: 24,21	40,71 *		-267,04	24/06/10
	** SOLDE AU 30/06/2010	+47 920,76 **			
02/07	VIREMENT 50138438	40 000,00		-262 982,80	02/07/10
02/07	CARTE X7272 27/05 VINCIPARK NICE	4,80		-31,49	02/07/10
02/07	CARTE X7272 27/05 ORANGE WIFI	9,90		-64,94	02/07/10
02/07	COMMERCE ELECTRONIQUE				
02/07	CARTE X7272 27/05 MAC DONALD GASSIN	10,50		-68,88	02/07/10
02/07	CARTE X7272 27/05 LE SAFARI	54,50		-357,50	02/07/10
02/07	CARTE X7272 28/05 ANCA BORNE PARC	4,00		-26,24	02/07/10
02/07	CARTE X7272 28/05 IVAC	11,25		-73,80	02/07/10
02/07	CARTE X7272 28/05 ESCOT 2705-3006	21,50		-141,03	02/07/10
02/07	CARTE X7272 28/05 TOTAL PUGET THENIER	79,79		-523,39	02/07/10
02/07	CARTE X7272 29/05 A.R.E.A.	20,60		-135,13	02/07/10
02/07	CARTE X7272 03/06 SUPER U	7,99		-52,41	02/07/10
02/07	CARTE X7272 04/06 OSCARO.COM	15,86		-104,03	02/07/10
02/07	COMMERCE ELECTRONIQUE				
02/07	CARTE X7272 04/06 BOUYG TEL	108,99		-714,93	02/07/10
02/07	COMMERCE ELECTRONIQUE				
02/07	CARTE X7272 07/06 REL.ELF DU DORON	65,86		-432,01	02/07/10
02/07	CARTE X7272 14/06 ESCOT 1406-1606	4,90		-32,14	02/07/10
02/07	CARTE X7272 14/06 A.R.E.A.	10,80		-70,04	02/07/10
02/07	CARTE X7272 14/06 MC DONALD'S	11,65		-78,42	02/07/10
02/07	CARTE X7272 16/06 LECLERC	84,32		-421,91	02/07/10
02/07	CARTE X7272 17/06 GEANT CG835	52,10		-341,75	02/07/10
02/07	CARTE X7272 18/06 PASCAL COSTE	20,50		-134,47	02/07/10
02/07	CARTE X7272 21/06 ESCOT 2106-2306	7,20		-47,23	02/07/10
02/07	CARTE X7272 21/06 R.BREGUERES SUD	58,10		-381,11	02/07/10
17/07	> COTISATION JAZZ	8,00 *		-52,48	17/07/10
	TOTAUX DES MOUVEMENTS	40 693,82	48 425,26		

AGENCE : NICE MUSICIENS
TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI



RELEVE DE COMPTE
en euros

n° [REDACTED]

du 23 06 2010 au 21 07 2010

BDB

Date	Nature de l'opération	Débit	Crédit	Contra-valeur en francs(1)	Valeur
	NOUVEAU SOLDE			7,267,65	+47,872,00

Les écritures précédées du signe > désignent les frais sur vos opérations bancaires courantes relatives à la convention de compte de dépôt, ou leur remboursement.

(1) Les contre-valeurs en francs ont été calculées sur la base de 1 euro = 6,55957 francs. Les montants d'opérations exprimés en francs n'ont qu'une valeur indicative. Le solde en francs est la contre-valeur du solde en euros après application des règles de conversion et d'arrondis.

Votre code client figurant ci-dessous, complété par votre code secret personnalisable, vous permet d'utiliser l'ensemble des services de Banque à Distance : Internet, Internet Mobile et [REDACTED]

Code Client : M. MARC MOSZKOWSKI [REDACTED]

*Si vous ne connaissez pas votre code secret Banque A Distance,
contactez votre Conseiller en Agence ouappelez le [REDACTED] touche #.*

* Depuis l'étranger : (+33) 1 76 77 3833 - Tarif au 01/01/2009 : 0,34€ TTC/min depuis une ligne fixe France Télécom, en France métropolitaine. Depuis un autre opérateur en France ou à l'étranger, tarification selon l'opérateur.

En cas d'utilisation de votre découvert autorisé, le taux qui vous sera appliqué pour le calcul des intérêts s'établit à 17,60%
(Taux effectif global 19,24% équivalent au Taux Journalier de 0,0482%),
à compter du 01/07/2010.

Pour tout besoin de trésorerie, consultez votre conseiller de clientèle.

Filiigrane

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 30/06/2010

29376 solde précédent	+	455 points acquis	-	0 points utilisés	=	0 points annulés	=	29831 * nouveau solde
--------------------------	---	----------------------	---	----------------------	---	---------------------	---	--------------------------

*dont 7741 points à utiliser avant le 31/12/2010.

Depuis le 1er juin 2010, Nouveau barème de points Filiigrane !
Retrouvez-le et commandez vos cadeaux sur www.particuliers.societegenerale.fr, E
Service Clientèle Filiigrane : 09 69 36 7000 appel non surtaxé

Internet : [@www.societegenerale.fr](http://www.societegenerale.fr)

Votre banque par téléphone : 3933

Perte ou vol de carte : 09 69 39 77 77

Tarif au 01/01/06 : 0,34 € TTC/min

appel non surtaxé

SOCIÉTÉ GÉNÉRALE S.A. AU CAPITAL DE 927 662 690,00 EUR. SIÈGE SOCIAL, 29 BD HAUDRIEYANN, 75009 PARIS. 552 120 222 R.C.S. PARIS

R44-38F

000058

SOCIETE GENERALE

RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE
[REDACTED]

Tél : [REDACTED]

REFERENCES BANCAIRES

Banque	Agence	Numéro de compte	Cle
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

IDENTIFICATION INTERNATIONALE
IBAN [REDACTED]
BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires

**RELEVE DE COMPTE**

en euros

n° [REDACTED]

du 22 01 2011 au 21 02 2011

BBB

envoi n° 2 page 1/2

M. MARC MOSZKOWSKI
LE VERDOS
83300 CHATEAUDOUBLE

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
25/01	SOLDE PRECEDENT		432,61	+2.837,74	
	CARTE X5147 RETRAIT DAB 22/01 20H54	40,00		-262,38	25/01/11
26/01	CA DES SAVOIE 04842124				
	CARTE X5147 RETRAIT DAB 26/01 14H20	40,00		-262,38	26/01/11
	CA DES SAVOIE 04842124				
***	SOLDE AU 31/01/2011	+352,61 ***			
01/02	CARTE X5147 31/12 DISSERKOI	69,00		-452,61	01/02/11
01/02	CARTE X5147 02/01 GGE DU GD PONT	0,19		-1,25	01/02/11
01/02	CARTE X5147 02/01 LAGODA	42,06		-275,90	01/02/11
01/02	CARTE X5147 03/01 GGE DU GD PONT	25,02		-164,12	01/02/11
01/02	CARTE X5147 12/01 LA POYA	81,60		-536,26	01/02/11
01/02	CARTE X5147 16/01 SULPICE TELE	10,80		-70,84	01/02/11
01/02	COMMERCE ELECTRONIQUE				
01/02	CARTE X5147 19/01 LAGODA	25,87		-189,70	01/02/11
01/02	CARTE X5147 21/01 EUROSPORT	4,90		-32,14	01/02/11
01/02	COMMERCE ELECTRONIQUE				
01/02	CARTE X5147 22/01 LE CANADA	29,25		-191,87	01/02/11
01/02	CARTE X5147 23/01 CHAL BOUQUETIN	68,30		-448,02	01/02/11
08/02	VIR REÇU 035R55931		36 443,15	+239 051,39	08/02/11
	DE: TOKE OIL AND GAS SA				
	HOTEL DILI SUITE 1 56 RUA DOS				
	MOTIF: PAYMENT OF SERVICES				
	MONTANT REÇU: 50000,00 USD				
	TAUX CHANGE: EUR/USD 1,37200				
08/02	> FRAIS SUR VIR INTL REÇU 035R55931	34,72		-227,75	08/02/11
	REF 0358003				
	1 VIREMENT(S) POUR: 16,50				
	1 COMMISSION DE CHANGE POUR: 18,22				
14/02	VIR REÇU 041R49088		3 930,89	+25 785,60	14/02/11
	DE: MARC MICHEL MOSZKOWSKI				
	10440 DEERWOOD RD 337				
	MONTANT REÇU: 6400,00 USD				
	TAUX CHANGE: EUR/USD 1,37370				
14/02	VIREMENT VIRT FAV.01395/00050138438	38 000,00		-255 820,23	14/02/11
	ORDRE FAX				
14/02	> FRAIS SUR VIR INTL REÇU 041R49088	30,50		-200,07	14/02/11
	REF 0415363				
	1 VIREMENT(S) POUR: 16,50				
	1 COMMISSION DE CHANGE POUR: 14,00				
	TOTAUX DES MOUVEMENTS	39 502,21	40 374,14		

AGENCE : NICE MUSICIENS
TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI



RELEVE DE COMPTE
en euros

n°

du 22 01 2011 au 21 02 2011

BDB

envol n° 2 page 2/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	NOUVEAU SOLDE		1.304,54	+0.557,22	

Les écritures précédées du signe > désignent les frais sur vos opérations bancaires courantes relatives à la convention de compte de dépôt, ou leur remboursement.

(1) Les contre-valeurs en francs ont été calculées sur la base de 1 euro = 0,55957 francs. Les montants d'opérations exprimés en francs n'ont qu'une valeur indicative. Le solde en francs est la contre-valeur du solde en euros après application des règles de conversion et d'arrondis.

Votre code client figurant ci-dessous, complété par votre code secret personnalisable, vous permet d'utiliser l'ensemble des services de Banque à Distance : Internet, Internet Mobile et ...

Code Client : M. MARC MOSZKOWSKI ...

Si vous ne connaissez pas votre code secret Banque à Distance, contactez votre Conseiller en Agence ouappelez le ... touche #.

* Depuis l'étranger : (+33) 1 78 77 3833 - Tarif au 01/01/2009 : 0,34€ TTC/min depuis une ligne fixe France Télécom, en France métropolitaine. Depuis un autre opérateur ou France ou à l'étranger, tarification selon l'opérateur.

Internet : @www.societe generale.fr

Votre banque par téléphone : 3933

tarif au 01/01/08 : 0,34 € TTC/min

Perte ou vol de carte : 09 69 39 77 77

appel non surtaxé

SOCIÉTÉ GÉNÉRALE S.A. AU CAPITAL DE 833 027 030,75 EUR. SIÈGE SOCIAL, 26 BD HAUSSMANN, 75009 PARIS. 652 120 222 R.C.S. PARIS

RA4-390

000060


**RELEVÉ DE COMPTE
COMPTE DE PARTICULIER - en euros**
VOS CONTACTS**Votre Banque à Distance, 24 h/24**

Code client

M. MARC MOSZKOWSKI

Internet :

Internet mobile :

Téléphone :

Votre agence NICE MUSICIENS

Par messagerie dans votre Espace Client

Téléphone :

Fax :

Votre Conseiller en agence

Téléphone :

BDB

n°

du 21/05/2011 au 21/06/2011
envol n°6 Page 1/2M. MARC MOSZKOWSKI
LE VÉDOS
83300 CHATEAUDOUBLE**RELEVÉ DES OPÉRATIONS**

Contre-valeur indicative 1 euro = 6,55987 francs.

Date	Valeur	Nature de l'opération	Débit	Crédit
		SOLDE PRÉCÉDENT AU 20/05/2011	219,72	
23/05/2011	23/05/2011	CARTE X5147 RETRAIT DAB 21/05 11H25 HSBC FRANCE DRAGUIGNAN 771641	20,00	
27/05/2011	27/05/2011	VIR RECU 145R54813 DE VICENTE XIMENES VILA VERDE MOTIF: PAY TO MARC ACCOUNT MONTANT RECU: 74975,00 USD TAUX CHANGE: EUR/USD 1,41540 ORIGINE: 75000,00 USD		52.970,89
27/05/2011	27/05/2011	> FRAIS SUR VIR INTL RECU 145R54813 REF 1454002 1 COMMISSION DE CHANGE POUR: 26,49 *** SOLDE AU 31/05/2011 + 52.704,68 ***	26,49*	
01/06/2011	01/06/2011	CARTE X5147 03/05 ESCOT 0205-0405	- 5,00	
01/06/2011	01/06/2011	CARTE X5147 03/06 A.R.E.A.	11,10	
01/06/2011	01/06/2011	CARTE X5147 03/06 REL.ELF DU DORON	77,70	
01/06/2011	01/06/2011	CARTE X5147 04/06 MC DONALDS/TRANS	7,80	
01/06/2011	01/06/2011	CARTE X5147 06/05 SPF DL	82,37	
01/06/2011	01/06/2011	CARTE X5147 06/05 CARREFOUR DRAGUI	106,63	
01/06/2011	01/06/2011	CARTE X5147 13/05 CARREFOUR MARKET	35,87	
01/06/2011	01/06/2011	CARTE X5147 16/05 INTERMARCHE	63,17	
01/06/2011	01/06/2011	CARTE X5147 18/05 LECLERC STATION	79,80	
01/06/2011	01/06/2011	CARTE X5147 20/06 ESCOT 1905-2205	4,80	
01/06/2011	01/06/2011	CARTE X5147 20/05 MAISON DE LA BOU	19,96	
01/06/2011	01/06/2011	CARTE X5147 20/05 CARREFOUR TRANS	73,03	
01/06/2011	01/06/2011	CARTE X5147 21/05 SPF DL	45,36	
01/06/2011	01/06/2011	CARTE X5147 29/04 Agip Suisse SA 220 30,89 EUR SUISSE	30,89	

1 Depuis l'étranger : (433) 1 70 77 3933 - Tarif au 01/01/2011 : 0,34 sur TTC/min depuis une ligne fixe France Télécom, en France métropolitaine.
Depuis un autre opérateur en France ou à l'étranger, renseigner selon fournisseur.

Société Générale
S.A. au capital de 933 027 030,76 Eur

552 120 222 RCG Paris
Bldg Social
29, bd Haussmann 75008 Paris

Rapport

000061



**RELEVÉ DE COMPTE
COMPTE DE PARTICULIER - en euros**

n°

du 21/05/2011 au 21/06/2011

envoi n°6 Page 2/2

Date	Valeur	Nature de l'opération	Débit	Crédit
01/06/2011	01/06/2011	CARTE X6147 30/04 Restaurant Le Sonalon 70,00 CHF SUISSE 1 EUR=1,2861 CHF	55,06	
04/06/2011	04/06/2011	> FRAIS PAIEMENT HORS ZONE EURO 1 PAIEMENT A 1,00 EUR NT 85,06 EUR A 2,70%	2,49*	
04/06/2011	04/06/2011	> FRAIS PAIEMENT HORS ZONE EURO 1 PAIEMENT A 1,00 EUR NT 30,89 EUR A 2,70%	1,83*	
06/06/2011	06/06/2011	VIREMENT	45.000,00	
18/06/2011	18/06/2011	> COTISATION JAZZ	7,50*	
18/06/2011	18/06/2011	> OPTION TRANQUILLITE	0,50*	
TOTAUX DES MOUVEMENTS			46.736,94	52.970,89

NOUVEAU SOLDE AU 21/06/2011

+ 7.014,23

Soit pour information, solde en francs de + 48.010,33 F

Les écritures précédées du signe > désignent les frais sur vos opérations bancaires courantes relatives à la convention de compte de dépôt, ou leur remboursement.



LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 31/05/2011

24964 solde précédent	+	319 points acquis	0 points utilisés	-	0 points annulés	=	25283* nouveau solde
--------------------------	---	----------------------	----------------------	---	---------------------	---	-------------------------

* dont 8839 points à utiliser avant le 31/12/2011

Avec JAZZ, votre fidélité est récompensée !
 Pour en savoir plus sur vos points ou les transformer en cadeaux, connectez-vous
 sur www.particuliers.societegenerale.fr ou contactez le 09 69 36 7000

Department of Homeland Security
U.S. Citizenship and Immigration Services

OMB No. 1615-0009; Expires 10/31/2013
**I-129, Petition for a
Nonimmigrant Worker**

START HERE - Type or print in black ink.

Part 1. Petitioner Information

(If the employer is an individual, complete Number 1; Organizations complete Number 2.) Use the mailing address of the petitioner.

1. Legal Name of Employer:

a. Last Name (Family Name)

b. First Name (Given Name)

c. Full Middle Name

2. Company or Organization:

Name of Company or Organization

3. Mailing Address:

a. C/O: (In Care Of, if any)

Mr. Rus Howard - Chairman

b. Street Number and Name

c. Suite/Apt. Number

d. City

e. State/Province

Pensacola

FL

f. Country

g. Zip/Postal Code

32502

h. Telephone Number (include area code) (Do not leave spaces or type any special characters)

(850) 470-9388

i. E-Mail Address

rus.howard@deep-gulf.com

j. Federal Employer Identification Number

20-2250919

k. Individual Tax Number

N/A

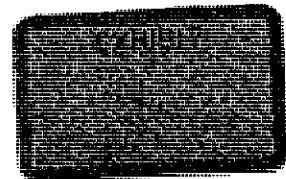
l. Social Security Number

N/A

	<p style="margin: 0;">Receipt</p>
<p>Class: _____</p> <p># of Workers: _____</p> <p>Job Code: _____</p> <p>Validity Dates: _____</p> <p>From: _____</p> <p>To: _____</p> <p><input type="checkbox"/> Classification Approved</p> <p><input type="checkbox"/> Consulate/POE/PFI Notified At _____</p> <p><input type="checkbox"/> Extension Granted</p> <p><input type="checkbox"/> CO/S/Extension Granted</p> <p>Partial Approval (explain) _____</p> <p>Action Block _____</p>	



Form I-129 (Rev. 11/23/10)N



000063

Part 2. Information About This Petition (See instructions for fee information.)

1. Requested Nonimmigrant Classification (Write classification symbol): **H-1B**

2. Basis for Classification (Check one):

- a. New employment.
- b. Continuation of previously approved employment without change with the same employer.
- c. Change in previously approved employment.
- d. New concurrent employment.
- e. Change of employer.
- f. Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

EAC-08-157-53678

4. Requested Action (Check one):

- a. Notify the office in Part 4 so each beneficiary can obtain a visa or be admitted. (NOTE: A petition is not required for an E-1, E-2, H-1B1 Chile/Singapore, or TN visa.)
- b. Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status (see instructions for limitations). This is available only where you check "New Employment" in Item 2, above.
- c. Extend the stay of each beneficiary since he, she, or they now hold this status.
- d. Amend the stay of each beneficiary since he, she, or they now hold this status.
- e. Extend the status of a nonimmigrant classification based on a Free Trade Agreement. (See Free Trade Supplement for TN and H1B1 to Form I-129.)
- f. Change status to a nonimmigrant classification based on a Free Trade Agreement. (See Free Trade Supplement for TN and H1B1 to Form I-129.)

5. Total number of workers in petition (See instructions relating to when more than one worker can be included.): **1**



Form I-129 (Rev. 11/23/10) N Page 2

Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.

1. If an Entertainment Group, Give the Group Name

N/A

a. Family Name (Last Name) Moszkowski	b. Given Name (First Name) Marc	c. Full Middle Name Michel
d. All Other Names Used (include aliases, maiden name and names from all previous marriages) None		
e. Date of Birth (mm/dd/yyyy) 06/25/1954	f. Gender <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	g. U.S. Social Security Number (if any) 629-72-7315
h. A-Number (if any) A. N/A		
i. Country of Birth The Netherlands	j. Province of Birth Drenthe	k. Country of Citizenship France

2. If in the United States, complete the following:

a. Date of Last Arrival (mm/dd/yyyy) 05/02/2011	b. I-94 Number (Arrival/Departure Document) 507611812 25	c. Current Nonimmigrant Status H-1B
d. Date Status Expires (mm/dd/yyyy) or D/S 08/11/2011	e. Student & Exchange Visitor Information System (SEVIS) Number (if any) N/A	f. Employment Authorization Document (EAD) Number (if any) N/A
g. Passport Number 08CT98641	h. Date Passport Issued (mm/dd/yyyy) 10/14/2008	i. Date Passport Expires (mm/dd/yyyy) 03/06/2015
j. Current U.S. Address (if applicable) 427 E. Zaragoza St., Pensacola, FL 32502		

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in Part 3 is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office (Check one): Consulate Pre-flight inspection Port of Entry

b. Office Address (City) Paris	c. U.S. State or Foreign Country France
-----------------------------------	--

d. Beneficiary's Foreign Address

Le Verdos, Chateaudouble, 83300, France



Part 4. Processing Information (Continued)

2. Does each person in this petition have a valid passport?

Not required to have passport No - Go to Page 7, Part 9 and write your explanation Yes

3. Are you filing any other petitions with this one?

No Yes - How many?

4. Are applications for replacement/initial I-94s being filed with this petition?

No Yes - How many?

5. Are applications by dependents being filed with this petition?

No Yes - How many?

6. Is any beneficiary in this petition in removal proceedings?

No Yes - explain on Page 7, Part 9

7. Have you ever filed an immigrant petition for any beneficiary in this petition?

No Yes - explain on Page 7, Part 9

8. If you indicated you were filing a new petition in Part 2 within the past 7 years, has any beneficiary in this petition:

a. Ever been given the classification you are now requesting? N/A No Yes - explain on Page 7, Part 9

b. Ever been denied the classification you are now requesting? N/A No Yes - explain on Page 7, Part 9

9. Have you ever previously filed a petition for this beneficiary?

No Yes - explain on Page 7, Part 9

10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year?

N/A No Yes - explain on Page 7, Part 9

11a. Has any beneficiary in this petition ever been a J-1 exchange visitor or
J-2 dependent of a J-1 exchange visitor?

N/A No Yes

11b. If yes to 11a, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

N/A

Part 5. Basic Information About the Proposed Employment and Employer (Attach the supplement relating to the classification you are requesting.)

1. Job Title

President

2. LCA or ETA Case Number

I-200-11006-405569

3. Address where the beneficiary(es) will work if different from address in Part 1. (Street number and name, city/town, state, zip code)

Same as above.

4. Is an itinerary included with the petition? No Yes 5. Will the beneficiary work off-site? No Yes

Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? No Yes

7. Is this a full-time position?

No Yes If "No," Hours per week:

8. Wages per week or per year:

\$132,000.00 / per year

9. Other Compensation (Explain)

None

10. Dates of intended employment (mm/dd/yyyy): From: 08/01/2011 To: 07/03/2014

11. Type of Business

Offshore pipelaying company

12. Year Established

13. Current Number of Employees in the U.S.

2005

6

14. Gross Annual Income

See attached.

15. Net Annual Income

See attached.

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See Page 3 of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or
2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.



Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature



Chairman

Daytime Phone Number (Area/Country Code)

(650) 470-0388

Print Name

Rus Howard

Date (mm/dd/yyyy)

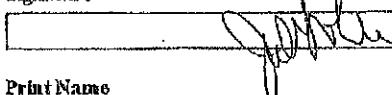
02/03/2011

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature



Daytime Phone Number (Area/Country Code)

(617) 348-3025

Print Name

Jeffrey W. Goldman

Date (mm/dd/yyyy)

2/8/11

Firm Name and Address

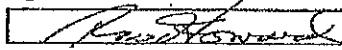
Mintz Levin Cohn Ferris Glovsky & Popeo PC
One Financial Center, 45th Floor Boston, MA 02111



Part 9. Explanation Page

Part 4. Processing Information (Continued). 9. Yes. The Petitioner filed an H-1B on behalf of the Beneficiary on May 13, 2008 under EAC-08-157-53678, which was approved on June 16, 2008 and valid for H-1B status from 08/02/2008 to 08/01/2011. Prior to this, the Petitioner filed an initial H-1B on behalf of the Beneficiary on August 22, 2005 under SRC-05-232-52893, which was approved on September 8, 2005 and valid for H-1B status from 09/08/2005 to 08/01/2008.

Signature



Chairman

Date (mm/dd/yyyy)

02/03/2011

Print Name

Rus Howard



Form I-129 (Rev. 11/23/10) N Page 7

000069

OMB No. 1615-0009; Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services**H Classification**
Supplement to Form I-129**I. Name of the petitioner**

DeepGulf, Inc.

2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

Marc Michel Moszkowski

- 3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.**

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay (mm/dd/yyyy)	
	From	To
Marc Moszkowski	2005	Present except
		dates in
		attached chart

4. Classification sought (Check one):

- | | |
|--|--|
| <input checked="" type="checkbox"/> a. H-1B Specialty Occupation | <input type="checkbox"/> e. H-2A Agricultural worker |
| <input type="checkbox"/> b. H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD) | <input type="checkbox"/> f. H-2B Non-agricultural worker |
| <input type="checkbox"/> c. H-1B3 Fashion model of national or international acclaim | <input type="checkbox"/> g. H-3 Trainee |
| <input type="checkbox"/> d. H-1C Registered Nurse | <input type="checkbox"/> h. H-3 Special education exchange visitor program |

- 5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229?** No Yes

Section 1. Complete This Section If Filing for H-1B Classification**1. Describe the proposed duties**

As President, the Beneficiary will manage the company and negotiate and secure contracts for offshore pipelaying projects using his knowledge of economics, accounting the marine pipelaying industry and computer programming. See Petitioner's Support Letter attached.

2. Beneficiary's present occupation and summary of prior work experience

The Beneficiary is currently investigating business opportunities for DeepGulf, Inc. He began his career in 1982 in the offshore oil and gas construction industry as marine operation manager with ETPM (now Stolt Offshore). He later served as a field engineer and project manager. In 1981, he earned a Bachelor's degree from the National Marine Academy in France. See Petitioner's Support Letter attached.



Form I-129 Supplement FF (Rev. 11/23/10) N Page 11

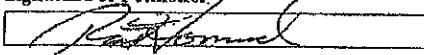
Section 1. Complete This Section If Filing for H-1B Classification (Continued)

Statement for H-1B specialty occupations only:

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner



Print or Type Name

Rus Howard, Chairman

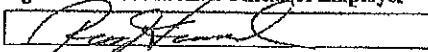
Date (mm/dd/yyyy)

02/03/2011

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer



Print or Type Name

Rus Howard, Chairman

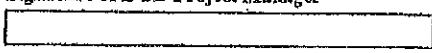
Date (mm/dd/yyyy)

02/03/2011

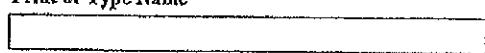
Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

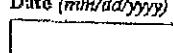
Signature of DOD Project Manager



Print or Type Name



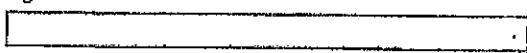
Date (mm/dd/yyyy)



Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature



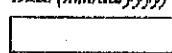
Print or Type Name



Title



Date (mm/dd/yyyy)



Firm Name and Address



Form I-129 Supplement II (Rev. 11/23/10) N Page 12

OMB No.1615-0609; Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services**H-1B Data Collection and
Filing Fee Exemption Supplement****1. Name of the petitioner**

DeepGulf, Inc.

2. Name of the beneficiary

Marc Michel Moszkowski

Part A. General Information**1. Employer Information - (check all items that apply)**

- a. Is the petitioner an H-1B dependent employer? No Yes
- b. Has the petitioner ever been found to be a willful violator? No Yes
- c. Is the beneficiary an H-1B nonimmigrant exempt from the Dept. of Labor attestation requirements?
- 1. If yes, is it because the beneficiary's annual rate of pay is equal to at least \$60,000? No Yes
 - 2. Or is it because the beneficiary has a master's or higher degree in a specialty related to the employment? No Yes
- d. Has the petitioner received TARP funding (provide explanation on Page 7, Part 9 if the petitioner has subsequently repaid all TARP funding)? No Yes
- e. Does the petitioner employ 50 or more individuals in the U.S.? No Yes
- If yes, are more than 50% of those employees in H-1B or L nonimmigrant status? No Yes

2. Beneficiary's Highest Level of Education (Check one box below)

- a. NO DIPLOMA f. Bachelor's degree (for example: BA, AB, BS)
- b. HIGH SCHOOL GRADUATE DIPLOMA or the equivalent (example: GED) g. Master's degree (for example: MA, MS, MEng, MEd, MSW, MBA)
- c. Some college credit, but less than 1 year h. Professional degree (for example: MD, DDS, DVM, LLB, JD)
- d. One or more years of college, no degree i. Doctorate degree (for example: PhD, EdD)
- e. Associate's degree (for example: AA, AS)

3. Major/Primary Field of Study

Maritime Operations

4. Rate of Pay Per Year

\$132,000.00 per year

5. DOT Code

0 | 1 | 0

6. NAICS Code

5 | 6 | 1 | 1 | 1 | 0

Part B. Fee Exemption Determination

In order for USCIS to determine if you must pay the additional \$1,500 or \$750 American Competitiveness and Workforce Improvement Act (ACWIA) fee, answer all of the following questions:

- No Yes 1. Are you an institution of higher education as defined in section 101(a) of the Higher Education Act of 1965, 20 U.S.C. 1001(a)?
- No Yes 2. Are you a nonprofit organization or entity related to or affiliated with an institution of higher education, as defined in section 101(a) of the Higher Education Act of 1965, 20 U.S.C. 1001(a)?
- No Yes 3. Are you a nonprofit research organization or a governmental research organization, as defined in 8 CFR 214.2(l)(19)(ii)(C)?
- No Yes 4. Is this the second or subsequent request for an extension of stay that this petitioner has filed for this alien?
- No Yes 5. Is this an amended petition that does not contain any request for extensions of stay?

Form I-129 H-1B Data Collection Supplement (Rev. 11/23/10) N Page 17





February 3, 2011

Via Federal Express

U.S. Citizenship and Immigration Services
Vermont Service Center
ATTN: I-129
75 Lower Welden Street
St. Albans, VT 05479-0001

Re: I-129 (H-1B) Petition filed by DeepGulf, Inc. on behalf of Marc M. Moszkowski

Dear Sir or Madam:

This letter is written to support our H-1B Nonimmigrant Petition to continue to temporarily employ Mr. Marc M. Moszkowski, a national of France, as an H-1B Professional Worker in the Specialty Occupation of President. We will continue to employ Mr. Moszkowski for a period of time up to 2 years and 8 months and pay him at an annual salary rate of \$132,000.

The Petitioner

Founded in 2005, DeepGulf, Inc. builds underwater pipelines and associated facilities in deep and ultra-deep offshore oil and gas production fields, primarily in the Gulf of Mexico. The company intends to become the world's leading deep underwater oil and gas transportation business by leveraging the strategic advantages offered by its exclusive novel technologies. DeepGulf's patented technologies give it several strategic advantages over competitors and will enable it to secure a major market share of the industry. Specifically, the proprietary J-Flex[®] and Remote Dynamic Positioning technologies will allow the company to install deeper and bigger deep water equipment, infrastructure and pipelines at a fraction of the investment and cost of competitors. See Exhibit 1, Petitioner's descriptive information. Also see Exhibit 2, Petitioner's financial information.

The Specialty Occupation

We wish to continue to employ Mr. Moszkowski in the professional position of President. In this role, he will manage the company and negotiate and secure contracts for offshore pipelaying projects using his knowledge of economics, accounting, the marine pipelaying industry and computer programming. He will implement the company's business plan by improving the company's market share and will be responsible for ensuring that the company complies with U.S. maritime laws. Mr. Moszkowski will also promote the company's proprietary patented technologies in order to leverage the company's strategic advantages into a bigger market share in the industry.



000073

This position is professional in nature and requires at a minimum a Bachelor's degree or the equivalent in Engineering, Maritime Operations, Business, Economics or a related field. This is clearly a specialty occupation because it is standard practice in the industry to hire individuals for this position with a degree, or its equivalent, in this area.

The Beneficiary

Mr. Moszkowski is well qualified for the offered position. In 1981 he earned a degree from the National Merchant Marine Academy in France. This degree has been professionally evaluated and is equivalent to a Bachelor of Science degree in Maritime Operations and Technology from a regionally accredited U.S. university. In addition, Mr. Moszkowski also has experience in the Engineering field. Mr. Moszkowski has extensive management and engineering experience with substantial projects completed in offshore gas and oil. His ability to bring projects to completion within the schedule and budget will enable him to lead the company to success. See Exhibit 3, copies of Beneficiary's educational credentials.

Terms of Employment

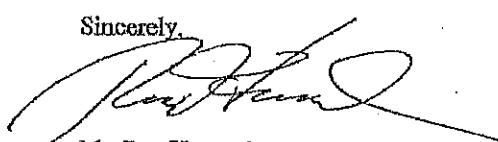
Please note that we have obtained from the U.S. Department of Labor a certified Labor Condition Application in connection with this H-1B petition, and we will abide by the terms of that application for the duration of Mr. Moszkowski's employment by us in H-1B status. See Exhibit 4, signed certified Labor Condition Application Form 9035. As noted, Mr. Moszkowski will be paid an annualized salary of \$132,000.00. This is an at-will employment relationship.

Conclusion

Mr. Moszkowski is currently in the U.S. in H-1B status valid to August 1, 2011. Mr. Moszkowski is seeking to extend his H-1B visa status to April 22, 2014 upon approval of this petition. See Exhibit 5, copies of Beneficiary's biographic page in current Passport, H-1B and B1/B2 visas, Form I-94, Forms I-797, and paystip.

In light of the foregoing, we respectfully request that you approve our H-1B petition on behalf of Mr. Marc M. Mószkowski. Thank you for your consideration of our petition.

Sincerely,



Mr. Rus Howard
Chairman

OMB No. 1615-0009

I-129, Petition for a Nonimmigrant Worker

Department of Homeland Security
U.S. Citizenship and Immigration Services

START HERE - Please type or print in black ink.

- Part 1. Information about the employer filing this petition. If the employer is an individual, complete Number 1. Organizations should complete Number 2.

1. Family Name (Last Name) Given Name (First Name)

Full Middle Name	Telephone No. w/Area Code

2. Company or Organization Telephone No. w/Area Code

DeepGulf, Inc.	(850) 377-1856
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Mailing Address: (Street Number and Name) Suite #

700 South Palafox Pier	160
------------------------	-----

C/O: (In Care Of)

City State/Province

Pensacola	FL
-----------	----

Country Zip/Postal Code E-Mail Address (If Any)

USA	32502	
-----	-------	--

Federal Employer Identification # U.S. Social Security # Individual Tax #

20-2250919		
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Part 2. Information about this petition. (See instructions for fee information.)

1. Requested Nonimmigrant Classification. (Write classification symbol):

H-1B

2. Basis for Classification (Check one):

- New employment (including new employer filing H-1B extension).
- Continuation of previously approved employment without change with the same employer.
- Change in previously approved employment.
- New concurrent employment.
- Change of employer.
- Amended petition.

3. If you checked Box 2b, 2c, 2d, 2e, or 2f, give the petition receipt number.

n/a

4. Prior Petition. If the beneficiary is in the U.S. as a nonimmigrant and is applying to change and/or extend his or her status, give the prior petition or application receipt #:

n/a

5. Requested Action (Check one):

- Notify the office in Part 4 so the person(s) can obtain a visa or be admitted. (NOTE: a petition is not required for an E-1, E-2 or R visa).
- Change the person(s) status and extend their stay since the person(s) are all now in the U.S. in another status (see instructions for limitations). This is available only where you check "New Employment" in Item 2, above.
- Extend the stay of the person(s) since they now hold this status.
- Amend the stay of the person(s) since they now hold this status.
- Extend the status of a nonimmigrant classification based on a Free Trade Agreement. (See Free Trade Supplement for TN and H1B1 to Form I-129).
- Change status to a nonimmigrant classification based on a Free Trade Agreement. (See Free Trade Supplement for TN and H1B1 to Form I-129).

6. Total number of workers in petition (See instructions relating to when more than one worker can be included):

one

For USCIS Use Only..

Returned	Receipt
Date	
Date	
Resubmitted	
Date	
Date	
Reloc Sent	
Date	
Date	
Reloc Rec'd	
Date	
<input type="checkbox"/> Petitioner Interviewed on _____	
<input type="checkbox"/> Beneficiary Interviewed on _____	
Class: _____	
# of Workers: _____	
Priority Number: _____	
Validity Dates: _____	
From: _____	
To: _____	
<input type="checkbox"/> Classification Approved	
<input type="checkbox"/> Consulate/POE/PFI Notified	
At _____	
<input type="checkbox"/> Extension Granted	
<input type="checkbox"/> COS/Extension Granted	
Partial Approval (explain)	
Action Block	
To Be Completed by Attorney or Representative, if any. <input checked="" type="checkbox"/> Fill in box if G-28 is attached to represent the applicant.	
ATTY State License # 54-8056	

Part 3. Information about the person(s) you are filing for. Complete the blocks below. Use the continuation sheet to name each person included in this petition.

1. If an Entertainment Group, Give the Group Name

n/a

Family Name (Last Name) MOSZKOWSKI	Given Name (First Name) Marc	Full Middle Name Michel
All Other Names Used (include maiden name and names from all previous marriages) none		
Date of Birth (mm/dd/yyyy) 06/25/1954	U.S. Social Security # (if any) 629-72-7315	A # (if any) none
Country of Birth The Netherlands	Province of Birth Drenthe	Country of Citizenship France

2. If in the United States, Complete the Following:

Date of Last Arrival (mm/dd/yyyy) 06/16/2005	I-94 # (Arrival/Departure Document) 76331606111	Current Nonimmigrant Status B2	
Date Status Expires (mm/dd/yyyy) 12/15/2005	Passport Number 04FK67470	Date Passport Issued (mm/dd/yyyy) 03/07/2005	Date Passport Expires (mm/dd/yyyy) 03/06/2015
Current U.S. Address 10220 Memorial Drive, 19, Houston, TX 77024, USA			

Part 4. Processing Information.

1. If the person named in Part 3 is outside the United States or a requested extension of stay or change of status cannot be granted, give the U.S. consulate or inspection facility you want notified if this petition is approved.

Type of Office (Check one): Consulate Pre-flight inspection Port of Entry

Office Address (City)

U.S. State or Foreign Country

Paris

France

Person's Foreign Address

Le Verdos, Chateaudouble, 83300, France

2. Does each person in this petition have a valid passport?

Not required to have passport No - explain on separate paper Yes

3. Are you filing any other petitions with this one? No Yes - How many? _____

4. Are applications for replacement/initial I-94s being filed with this petition? No Yes - How many? _____

5. Are applications by dependents being filed with this petition? No Yes - How many? _____

6. Is any person in this petition in removal proceedings? No Yes - explain on separate paper

Part 4. Processing Information. (Continued)

7. Have you ever filed an immigrant petition for any person in this petition? No Yes - explain on separate paper
8. If you indicated you were filing a new petition in Part 2, within the past seven years has any person in this petition:
 a. Ever been given the classification you are now requesting? No Yes - explain on separate paper
 b. Ever been denied the classification you are now requesting? No Yes - explain on separate paper
9. Have you ever previously filed a petition for this person? No Yes - explain on separate paper
10. If you are filing for an entertainment group, has any person in this petition not been with the group for at least one year? n/a No Yes - explain on separate paper

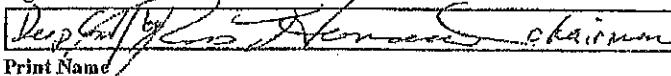
Part 5. Basic information about the proposed employment and employer. Attach the supplement relating to the classification you are requesting.

1. Job Title	2. NonTechnical Job Description
<input type="text" value="President"/>	<input type="text" value="Manage corporation specializing in offshore pipelaying"/>
3. LCA Case Number	4. NAICS Code
<input type="text" value="I-05189-1883137"/>	<input type="text" value="561110"/>
5. Address where the person(s) will work if different from address in Part 1. (Street number and name, city/town, state, zip code) <input type="text" value="Same as Part 1 plus 10220 Memorial Drive, 19, Houston, TX 77024, USA"/>	
6. Is this a full-time position? <input type="checkbox"/> No - Hours per week: <input type="text"/> <input checked="" type="checkbox"/> Yes - Wages per week or per year: <input type="text" value="\$120,000 / year"/>	
7. Other Compensation (Explain)	8. Dates of intended employment (mm/dd/yyyy): <input type="text" value="Standard Benefits Package"/> From: <input type="text" value="08/01/2005"/> To: <input type="text" value="08/01/2008"/>
9. Type of Petitioner - Check one: <input type="checkbox"/> U.S. citizen or permanent resident <input checked="" type="checkbox"/> Organization <input type="checkbox"/> Other - explain on separate paper	
10. Type of Business	<input type="text" value="Offshore pipelaying company"/>
11. Year Established	12. Current Number of Employees <input type="text" value="2005"/> <input type="text" value="2"/>
13. Gross Annual Income <input type="text" value="see attached"/>	14. Net Annual Income <input type="text" value="see attached"/>

Part 6. Signature. Read the information on penalties in the instructions before completing this section.

I certify, under penalty of perjury under the laws of the United States of America, that this petition and the evidence submitted with it is all true and correct. If filing this on behalf of an organization, I certify that I am empowered to do so by that organization. If this petition is to extend a prior petition, I certify that the proposed employment is under the same terms and conditions as stated in the prior approved petition. I authorize the release of any information from my records, or from the petitioning organization's records that the U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought.

Signature


Rus Howard, Chairman

Print Name

Daytime Phone Number (Area/Country Code)

(850) 377-1856

Date (mm/dd/yyyy)

1/20/05

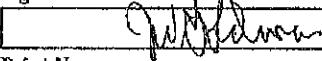
Rus Howard, Chairman

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 7. Signature of person preparing form, if other than above.

I declare that I prepared this petition at the request of the above person and it is based on all information of which I have any knowledge.

Signature



Print Name

Daytime Phone Number (Area/Country Code)

(617) 348-3025

Date (mm/dd/yyyy)

Jeffrey Goldman

Firm Name and Address

Mintz Levin Cohn Ferris Glovsky & Popeo PC, One Financial Center, Boston, MA 02111

April 6, 2014

USCIS
Attn: AOS
2501 S. State Hwy, 121 Business
Suite 400
Lewisville, TX 75067

**RE: FORM I-140 IMMIGRANT PETITION FOR ALIEN WORKER
(EB-1 MULTINATIONAL EXECUTIVE)**

Petitioner: DeepGulf, Inc.
Beneficiary: Marc MOSZKOWSKI
Executive Position: President

Dear Sir/Madam:

This letter is submitted in support of the enclosed I-140 Immigrant Petition on behalf of Mr. Marc Moszkowski, a citizen of the Netherlands. We wish to employ Mr. Moszkowski on an indefinite basis as our Company's President, the Executive position he assumed in valid H-1B status on October 4, 2005. See Exhibit 1, copies of Beneficiary's visa stamp and I-94 information. Immediately prior to his U.S. transfer, and continuing to the present, Mr. Moszkowski has been employed concurrently as the President of Toke Oil and Gas, SA ("Toke Oil"), DeepGulf Inc.'s wholly-owned subsidiary located in Timor-Leste (East Timor) in Southeast Asia.

At this time, DeepGulf Inc. seeks to continue Mr. Moszkowski's executive employment. In the United States, he will continue to serve as our most senior executive with respect to conceiving large-scale energy transportation and engineering projects involving the Company's proprietary technologies (of which Mr. Moszkowski is himself the inventor), the negotiation of major contracts, and the exercise of independent decision-making authority in financial, administrative and regulatory matters. While he will continue to be the individual chiefly responsible for financial oversight of the company globally, his presence in the U.S. has become increasingly important as DeepGulf seeks new sources of investment capital and responds to requests for proposals for a number of complex energy transportation projects. Reporting to the Company's Board of Directors, Mr. Moszkowski will be compensated at a base annual salary of \$132,000.00, plus standard benefits and other equity-based consideration appropriate to the senior executive of a successful energy technology company.



**DESCRIPTION OF THE PETITIONER AND THE FOREIGN EMPLOYER
AND THEIR QUALIFYING "SUBSIDIARY" RELATIONSHIP**

Founded in 2005, DeepGulf, Inc. is in the business of building energy transportation systems incorporating marine compressed gas technology, and underwater pipelines and associated facilities in deep and ultra-deep offshore oil and gas production fields, increasingly in the Gulf of Mexico. DeepGulf's proprietary J-Flex 3600 marine pipelay system, with its 3,000-ton tensioning capacity and Remote Dynamic Positioning technologies, enables the company to install deeper and larger deep-water equipment, infrastructure and pipelines at a fraction of the investment and overall cost of its competitors. DeepGulf's proprietary marine compressed gas transportation system enables the company to access stranded gas and deliver it to proximate niche markets at favorable prices. Its principal customers are in Southeast Asia, Indonesia, Timor. In carrying out these activities, DeepGulf has entered into joint venture partnerships with NK and Posco, two major technology manufacturing companies in South Korea.

DeepGulf currently employs 3 workers in the United States and, together with our affiliates in the U.S. and abroad, a total of approximately 120 employees worldwide. Descriptive information regarding DeepGulf products will provide you with an insight into the spirit of innovation that has fuelled the Company's success. See Exhibit 2, descriptive and financial information on Petitioner and the Foreign Employer, including DeepGulf Inc.'s most recent federal income tax returns.

Toke Oil and Gas SA, a corporation formed under the laws of Timor Leste, is a wholly-owned subsidiary of the Petitioner, DeepGulf, Inc. We attach as Exhibit 3 an Officer's Certificate incorporation documents, share certificates and the stock ledger which verify the qualifying corporate relationship between the petitioner, DeepGulf Inc., and Toke Oil and Gas SA, Mr. Moszkowski's employer abroad, necessary for a multinational executive transfer.

THE BENEFICIARY'S EXECUTIVE POSITION ABROAD

As noted above, since October 2005 and continuing to the present, Mr. Moszkowski has served as the President of both Toke Oil and Gas, SA and DeepGulf, Inc. In this capacity, for more than 8 years, Mr. Moszkowski has served as the chief executive officer of both companies.

Mr. Moszkowski is charged by the Board of Directors with the responsibility of finding and creating new opportunities for Toke Oil and Gas. He devotes his maritime engineering expertise to the process of analyzing and assessing a prospective client's problems, how they can be solved, determining what engineering needs to be performed and what inventions need to be created to complete such an imagined potential project ("imagineering"). He consults with the executives and professional technical staff of prospective clients to assess the potential value and the likelihood that the client will want to complete such project. If the client determines it is an attractive venture,

Mr. Moszkowski is responsible for overseeing the creation of business plans defining the project, i.e., specify engineering, operations, logistics and scope of the project. If the client decides to move forward, Mr. Moszkowski then oversees the final overall design and creation of the engineering drawings, and the sourcing of subcontractors where necessary. He oversees legal compliance, and he negotiates contracts for both clients and subcontractors. Finally, he exercises executive oversight of the work being performed and the preparation of deliverables including any final report. Since 2005, Mr. Moszkowski has spent more than 60% of his time traveling internationally.

We offer the following breakdown illustrating the percentage of time spent accomplishing each specific duty.

Determine and formulate policies, and provide overall direction of DeepGulf and Toke Gas and Oil, within guidelines set up by the board of directors. Plan and direct high-value energy projects at the highest level of management, with the help of subordinate executives and staff managers	20%
Be responsible for long-ranging planning and business strategy for DeepGulf and Toke, with advice and consent from the board	10%
Imagining – use maritime engineering expertise to analyze and assess prospective clients' construction needs and potential long-range solutions; evaluate what engineering needs to be done and what inventions need to be created to complete potential projects in a way that maximizes operational efficiency and return on investment	10%
Confer on a weekly basis with members of the Board and report project progress, from inception to completion	5%
Meet with executives of clients and potential subcontractors, potential investors, permitting agencies, government officials and representatives of NGOs on project logistics	10%
Define the project, specify engineering, operations, logistics and scope of the project. Oversee the final overall design and creation of the engineering drawings, and sourcing of subcontractors where necessary	10%
Direct human resources activities, including the approval of human resource plans and engagement of sub-contractors, selection of directors or other high-level staff	5%
Direct legal preparation and permitting for projects and oversee regulatory compliance	10%
Negotiate or approve contracts or agreements with clients, suppliers, distributors, federal or state agencies, or other organizational entities	5%

Oversee the execution of construction and engineering for projects, including overall management of budgets	15%
Total:	100%

These duties, which Mr. Moszkowski has been performing continuously for more than 8 years clearly establish that he meets all four of the criteria identifying employment in an executive capacity as set forth in 8 U.S.C. §1101(a)(44)(B). He (1) directs the overall management of the organization; (2) establishes its long-range goals and policies; (3) exercises wide latitude in discretionary decision making; and (4) receives only general supervision and direction only from the Company's Board of Directors.

A letter from Mr. Vicente Ximenes, Managing Director of Toke Gas and Oil verifying Mr. Moszkowski's qualifying executive employment abroad is attached to this letter as Exhibit 4.

THE BENEFICIARY'S U.S. EXECUTIVE POSITION

Upon approval of our immigrant petition on his behalf, we wish to continue Mr. Moszkowski's executive employment as President of Deep Gulf. In this capacity, he will continue to serve as the face of the corporation and the primary liaison to government officials, the media and shareholders. He will be responsible for directing and coordinating all aspects of Company operations, and for providing leadership and in the administrative, business planning, accounting and budgeting efforts of the Company. More particularly, Mr. Moszkowski will continue to report to the Board of Directors and will continue to perform the following duties:

Responsibilities and Duties

1. Provide overall leadership to the company giving clear direction;
2. Develop a corporate strategy using top-level decision making, subject to advise and consent of the Board of Directors;
3. Play leading role in shaping organizational values and implement new strategies where required;
4. Execute the Company's business plan to ensure the future growth of the business;
5. In conjunction with the Board of Directors, conduct a periodic review and revision of the business plan, including mission, strategic goals and tactics;

6. Be responsible for financial viability of the company including overall Profit and Loss;
7. Develop policy and procedures in keeping with the mission of the Company;
8. Set performance criteria for all upper management and complete performance evaluations for all upper management;
9. Report to shareholders and investors at least annually and provide updates when he deems necessary. Make himself available to communicate with shareholders to understand, address their concerns;
10. Exercise ultimate responsibility for accurate reporting of company activities, including financial reports and audits;
11. Represent the company by communicating with national and international press and media on company progress and developments;
12. Work with Governments, administrations and companies in a range of overseas countries in order to advance specific projects; and
13. Finalize funding, technical and management arrangements leading to exclusive agreements with Governments to build energy transportation systems from existing and proven resources. This will include overseeing the building of associated ports, roads and structures.

The President reports in person to the Board of Directors on a quarterly basis, and more frequently in writing and telephonically. The President also reports to shareholders annually at shareholder meetings and periodically as needed, transmitting any necessary communications from shareholders to the Board. All upper-level managers will report directly to the President. In the performance of these duties, Mr. Moszkowski will continue to meet all four of the criteria establishing employment in an executive capacity, as set forth in 8 U.S.C. §1101(a)(44)(B). See Exhibit 5, Petitioner's Organization Chart illustrating the Beneficiary's senior executive position.

THE BENEFICIARY'S QUALIFICATIONS AND PROFESSIONAL BACKGROUND

Mr. Moszkowski is extremely well-qualified for the offered position. In 1981, he earned a Diploma of Higher Studies of the Merchant Marine from the National Merchant Marine Academy in Nice, France. This degree has been evaluated by a professional credential evaluation service as the equivalent of a Bachelor of Science degree in Maritime Operations and Technology from a regionally accredited U.S. university. Since his graduation, Mr. Moszkowski has gained significant engineering experience leading substantial projects in offshore gas and oil development. See Exhibit 6, Beneficiary's credential evaluation and professional resume. In addition, Mr. Moszkowski is the author and inventor on a series of U.S. patents for the construction and operation of deep water pipelines. See Exhibit 7. This maritime engineering expertise is the essence of Mr. Moszkowski's leadership role in our Company.

CONCLUSION

Upon approval of our immigrant petition on his behalf, we wish to continue Mr. Moszkowski's employment as the Company's President. In this capacity, he will continue to perform the same executive-level decision-making duties, primarily in the U.S., but also in the creation of major energy transportation systems and pipeline projects in Southeast Asia.

If you have any questions or require additional information, please contact me or our counsel for this matter, Mr. Jeffrey W. Goldman at (978) 219-5055.

Sincerely yours,

DEEPGULF, INC.

By: _____
Rustin Howard
Corporate Secretary

Employment Agreement

This Employment Agreement is entered into as of the date of the last signature affixed hereto, by and between Deep Gulf, a Florida incorporation ("Deep Gulf, Inc." or "the Employer"), and Marc Moszowski ("Employee").

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Deep Gulf, Inc. and Employee hereby agree as follows:

1. **Position of Employment.** The Company will employ the Employee in the position of President of Deep Gulf, Inc., and, in that position, Employee will report to the Board of Directors of Deep Gulf, Inc. Deep Gulf, Inc. retains the right to change Employee's title, duties, and reporting relationships as may be determined to be in the best interests of the Company; provided, however, that any such change in Employee's duties shall be consistent with Employee's training, experience, and qualifications.

The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Employment Agreement, be governed by Deep Gulf, Inc.'s Policies and Procedures Manual and existing practices. In the event of a conflict between this Employment Agreement and the Policies and Procedures Manual or existing practices, the terms of this Agreement shall govern.

2. **Term of Employment.** Employee's employment with Deep Gulf, Inc. shall begin on 1 August, 2005, and shall continue for a period of three (3) years, after which time continued employment shall be on an "at will" basis, unless:

1. Employee's employment is terminated by either party in accordance with the terms of Section 5 of this Employment Agreement; or
2. Such term of employment is extended or shortened by a subsequent agreement duly executed by each of the parties to this Employment Agreement, in which case such employment shall be subject to the terms and conditions contained in the subsequent written agreement.

3. **Compensation and Benefits.**

1. **Base Salary.** Employee shall be paid a base salary of \$10,000 monthly, which is \$120,000 annually ("Base Salary"), subject to applicable federal, state, and local withholding. Such Base Salary is to be paid to Employee in the same manner and on the same payroll schedule in which all Deep Gulf, Inc. employees receive payment. Any increases in Employee's Base Salary for years beyond the first year of Employee's employment shall be in the sole discretion of Deep Gulf, Inc. management, and nothing herein shall be deemed to require any such increase.

Empl Agr 1 Aug 2005

2. **Incentive and Deferred Compensation.** Employee shall be eligible to participate in all incentive and deferred compensation programs available to other executives or officers of Deep Gulf, Inc., such participation to be in the same form, under the same terms, and to the same extent that such programs are made available to other such executives or officers. Nothing in this Employment Agreement shall be deemed to require the payment of bonuses, awards, or incentive compensation to Employee if such payment would not otherwise be required under the terms of Deep Gulf, Inc.'s incentive compensation programs.
3. **Employee Benefits.** Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other Deep Gulf, Inc. executive or officers participate, including the Deep Gulf, Inc. Stock Option program. The terms and conditions of Employee's participation in Deep Gulf, Inc.'s employee benefit plans, policies, programs, or perquisites shall be governed by the terms of each such plan, policy, or program.
4. **Duties and Performance.** The Employee acknowledges and agrees that he is being offered a position of employment by the Company with the understanding that the Employee possesses a unique set of skills, abilities, and experiences which will benefit the Company, and he agrees that his continued employment with the Company, whether during the term of this Employment Agreement or thereafter, is contingent upon his successful performance of his duties in his position as noted above, or in such other position to which he may be assigned.
 1. **General Duties.**
 1. Employee shall render to the very best of Employee's ability, on behalf of the Company, services to and on behalf of the Company, and shall undertake diligently all duties assigned to him by the Company.
 2. Employee shall devote his full time, energy and skill to the performance of the services in which the Company is engaged, at such time and place as the Company may direct. Employee shall not undertake, either as an owner, director, shareholder, employee or otherwise, the performance of services for compensation (actual or expected) for any other entity without the express written consent of the Board of Directors.
 3. Employee shall faithfully and industriously assume and perform with skill, care, diligence and attention all responsibilities and duties connected with his employment on behalf of the Company.
 4. Employee shall have no authority to enter into any contracts binding upon the Company, or to deliberately create any obligations on the part of the Company, except as may be specifically authorized by the Board of Directors of DeepGulf, Inc.
 2. **Specific Duties.** [See job description appended as attachment to the agreement].

5. **Termination of Employment.** Employee's employment with the Company may be terminated, prior to the expiration of the term of this Employment Agreement, in accordance with any of the following provisions:
 1. **Termination by Employee.** The Employee may terminate his employment at any time during the course of this agreement by giving 4 (four) months' notice in writing to the Board of Directors of Deep Gulf, Inc. During the notice period, Employee must fulfill all his duties and responsibilities set forth above and use his best efforts to train and support his replacement, if any. Failure to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period.
 2. **Termination by the Company without Cause.** Deep Gulf, Inc. may terminate Employee's employment at any time during the course of this agreement by giving 6 (six) months' notice in writing to the Employee. During the notice period, Employee must fulfill all of Employee's duties and responsibilities set forth above and use Employee's best efforts to train and support Employee's replacement, if any. Failure of Employee to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period. Deep Gulf, Inc., may, in its sole discretion, give Employee severance pay in the amount of the remaining notice period in lieu of actual employment, and nothing herein shall require Company to maintain employee in active employment for the duration of the notice period.
 3. **Termination by the Company for Cause.** The Company may, at any time and without notice, terminate the Employee for "cause". Termination by the Company of the Employee for "cause" shall include but not be limited to termination based on any of the following grounds: (a) failure to perform the duties of the Employee's position in a satisfactory manner; (b) fraud, misappropriation, embezzlement or acts of similar dishonesty; (c) conviction of a felony involving moral turpitude; (d) illegal use of drugs or excessive use of alcohol in the workplace; (e) intentional and willful misconduct that may subject the Company to criminal or civil liability; (f) breach of the Employee's duty of loyalty, including the diversion or usurpation of corporate opportunities properly belonging to the Company; (g) willful disregard of Company policies and procedures; (h) breach of any of the material terms of this Agreement; and (i) insubordination or deliberate refusal to follow the instructions or policies of the Board of Directors of Deep Gulf, Inc.
 4. **Termination By Death or Disability.** The Employee's employment and rights to compensation under this Employment Agreement shall terminate if the Employee is unable to perform the duties of his position due to death or disability lasting more than 90 days, and the Employee's heirs, beneficiaries, successors, or assigns shall not be entitled to any of the compensation or benefits to which Employee is entitled under this Agreement, except: (a) to the extent specifically provided in this Employment Agreement (b) to the extent required by law; or (c) to the extent that such benefit plans

or policies under which Employee is covered provide a benefit to the Employee's heirs, beneficiaries, successors, or assigns.

6. Confidentiality. Employee agrees that at all times during Employee's employment and following the conclusion of Employee's employment, whether voluntary or involuntary, Employee will hold in strictest confidence and not disclose Confidential Information (as defined below) to anyone who is not also an employee of the Company or to any employee of the Company who does not also have access to such Confidential Information, without express written authorization of the Board of Directors of the Company. "Confidential Information" shall mean any trade secrets or Company proprietary information, including but not limited to manufacturing techniques, processes, formulas, customer lists, inventions, experimental developments, research projects, operating methods, cost, pricing, financial data, business plans and proposals, data and information the Company receives in confidence from any other party, or any other secret or confidential matters of the Company. Additionally, Employee will not use any Confidential Information for Employee's own benefit or to the detriment of the Company during Employee's employment or thereafter. Employee also certifies that employment with the Company does not and will not breach any agreement or duty that Employee has to anyone concerning confidential information belonging to others.
7. Noncompetition. To the fullest extent permitted by applicable law, the terms of the Noncompetition Agreement executed by the Employee are incorporated by reference into this Employment Agreement and are made a part hereto as if they appeared in this Employment Agreement itself.
8. Expenses. The Company shall pay or reimburse Employee for any expenses reasonably incurred by him in furtherance of his duties hereunder, including expenses for entertainment, travel, meals and hotel accommodations, upon submission by him of vouchers or receipts maintained and provided to the Company in compliance with such rules and policies relating thereto as the Company may from time to time adopt.
9. General Provisions.
 1. Notices. All notices and other communications required or permitted by this Agreement to be delivered by Deep Gulf, Inc. or Employee to the other party shall be delivered in writing to the address shown below, either personally, by facsimile transmission or by registered, certified or express mail, return receipt requested, postage prepaid, to the address for such party specified below or to such other address as the party may from time to time advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such facsimile transmission or upon the date of actual receipt shown on any return receipt if registered, certified or express mail is used, as the case may be.

Deep Gulf, Inc:

Deep Gulf, Inc., Inc.

17 S Palafox Place Suite 370

Empl Agr 1 Aug 2005

Pensacola, FL 32502
[Attention: Board of Directors]

Employee:

Marc Moszkowski
425C East Zaragoza Ave
Pensacola, FL 32502

2. **Amendments and Termination; Entire Agreement.** This Agreement may not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of Deep Gulf, Inc. and Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.
3. **Successors and Assigns.** The rights and obligations of the parties hereunder are not assignable to another person without prior written consent; provided, however, that Deep Gulf, Inc., without obtaining Employee's consent, may assign its rights and obligations hereunder to a wholly-owned subsidiary and provided further that any post-employment restrictions shall be assignable by Deep Gulf, Inc. to any entity which purchases all or substantially all of the Company's assets.
4. **Severability; Provisions Subject to Applicable Law.** All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
5. **Waiver of Rights.** No waiver by Deep Gulf, Inc. or Employee of a right or remedy hereunder shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.
6. **Definitions; Headings; and Number.** A term defined in any part of this Employment Agreement shall have the defined meaning wherever such term is used herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Employment Agreement. Where appropriate to the context of this Agreement, use of the singular shall be deemed also to refer to the plural, and use of the plural to the singular.
7. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original but both of which taken together shall constitute but one and the same instrument.
8. **Governing Laws and Forum.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The parties hereto further

I agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Florida.

IN WITNESS WHEREOF, Deep Gulf, Inc. and Employee have executed and delivered this Agreement as of the date written below.

Deep Gulf, Inc., Inc.

Marc Moszkowski

By: Rustin Howard, Chairman DeepGulf, Inc.

Date: _____

Date: _____

Empl Agr 1 Aug 2005

000090

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-797A, Notice of Action

RECEIPT NUMBER: EAC-14-171-52995		CASE TYPE I129 PETITION FOR A NONIMMIGRANT WORKER	
RECEIPT DATE May 30, 2014	PRIORITY DATE	PETITIONER	DEEPGULF INC
NOTICE DATE September 15, 2014	PAGE 1 of 2	BENEFICIARY	A096 377 710
JEFFREY W GOLDMAN LAW OFFICES OF JEFF GOLDMAN LLP 125 WASHINGTON ST STE 204 SALEM MA 01970		Notice Type: Approval Notice Class: H1B Valid from 07/04/2014 to 02/10/2017 Consulate:	

The above petition and extension of stay have been approved. The status of the named Foreign worker(s) in this classification is valid as indicated above. The foreign worker(s) can work for the petitioner, but only as detailed in the petition and for the period authorized. Changes in employment or training may require you to file a new Form I-129 petition. Since this employment or training authorization stems from the filing of this petition, separate employment or training authorization documentation is not required. Please contact the IRS with any questions about tax withholding.

The petitioner should keep the upper portion of this notice. The lower portion should be given to the worker. He or she should keep the right part with his or her Form I-94, Arrival-Departure Record. The I-94 portion should be given to the U.S. Customs and Border Patrol when he or she leaves the United States. The left part is for his or her records. A person granted an extension of stay who leaves the U.S. must normally obtain a new visa before returning. The left part can be used in applying for the new visa. If a visa is not required, he or she should present it, along with any other required documentation, when applying for reentry in this new classification at a port of entry or pre-flight inspection station. The petitioner may also file Form I-824, Application for Action on an Approved Application or Petition, to request that we notify a consulate, port of entry, or pre-flight inspection office of this approval.

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status.

THIS FORM IS NOT A VISA NOR MAY IT BE USED IN PLACE OF A VISA.

The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO)

Please see the additional information on the back. You will be notified separately about any other cases you filed.
U.S. CITIZENSHIP & IMMIGRATION SVCS

VERMONT SERVICE CENTER
75 TOWER SWELDEN STREET
SAINT ALBANS VT 05479-0001

Customer Service Telephone: (800) 375-5283

Form I-797A (Rev. 10/31/05)N



PLEASE TEAR OFF FORM I-94 PRINTED BELOW, AND STAPLE TO ORIGINAL I-94 IF AVAILABLE

Detach This Half for Personal Records:

Receipt# EAC-14-171-52995

I-94# 311615380 304

NAME MOSZKOWSKI, MARC M.

CLASS H1B

VALID FROM 07/04/2014 UNTIL 02/10/2017

PETITIONER: DEEPGULF INC

17 S PALAFOX PL STE 379
PENSACOLA FL 32502

311615380-30

Receipt Number EAC-14-171-52995
United States Citizenship and Immigration Services

I-94

Departure Record

Petitioner: DEEPGULF INC

14. Family Name MOSZKOWSKI	15. First (Given) Name MARC	16. Date of Birth 06/25/1954
17. Country of Citizenship FRANCE		

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-797A, Notice of Action

RECEIPT NUMBER EAC-14-171-52995		CASE TYPE I129. PETITION FOR A NONIMMIGRANT WORKER	
RECEIPT DATE May 30, 2014	PRIORITY DATE	PETITIONER DEEPGULF INC	
NOTICE DATE: September 15, 2014	PAGE 2 of 2	BENEFICIARY A096 377 710 MOSZKOWSKI, MARC M.	
<small>(continued)</small> at the Small Business Administration. The OMB assists small businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the OMB at www.ombudsman.sba.gov or phone 202-205-2417 or fax 202-481-5719.			
<small>NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to, the review of public information and records, contact by correspondence, the internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.</small>			

Please see the additional information on the back. You will be notified separately about any other cases you filed.
U.S. CITIZENSHIP & IMMIGRATION SVCS

VERMONT SERVICE CENTER
75 LOWER WILDERN STREET
SAINT ALBANS, VT 05479-0001
Customer Service Telephone: (800) 375-5283

Form I797A (Rev. 10/31/05)N



PLEASE TEAR OFF FORM I-94 PRINTED BELOW, AND STAPLE TO ORIGINAL I-94 IF AVAILABLE

Detach This Half for Personal Records

VOID	VOID	VOID
Receipt # I-94#	VOID	VOID
NAME	VOID	VOID
CLASS	VOID	VOID
VOID	VOID	VOID
PETITIONER:	VOID	VOID
VOID	VOID	VOID
VOID	VOID	VOID

VOID	VOID	VOID
Receipt Number United States Citizenship and Immigration Services	VOID	VOID
I-94	VOID	VOID
Departure Record	VOID	Petitioner
14. Family Name	VOID	VOID
15. First (Given) Name	VOID	VOID
16. Date of Birth	VOID	VOID
17. Country of Citizenship	VOID	VOID



MINTZ LEVIN COHN FERILIS GLOVSKY AND POPEO

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

sp Jeffrey W. Goldman | 617 348 3025 | jgoldman@mintz.com

August 12, 2005

EV392160463US

VIA FEDERAL EXPRESS
U.S. Citizenship & Immigration Services
Texas Service Center
P.O. Box 852211
Mesquite, TX 75185-2211

Re: Form I-129, H-1B Petition for Nonimmigrant Worker - NOT SUBJECT TO CAP
Petitioner: DeepGulf, Inc.
Beneficiary: Mr. Marc MOSZKOWSKI

PLEASE NOTIFY THE CONSULATE IN PARIS, FRANCE

Dear Sir or Madam:

In connection with the above-captioned matter, enclosed please find the following forms and documentation submitted in support of the Petitioner's request to sponsor Mr. Moszkowski for H-1B employment until August 1, 2008:

- Attorney Representation Form G-28 with attached checks to cover the government filing fees (\$185, \$500, and \$750);
- Form I-129, Petition for a Nonimmigrant Worker;
- H Classification Supplement to Form I-129;
- H-1B Data Collection and Filing Fee Exemption Supplement;
- Form ETA 9035E, Certified Labor Condition Application (ETA Case # I-05189-1883137);
- Petitioner Letter of Support;
- Petitioner Information including business plan and PowerPoint presentation;
- Personal Guarantee of Rus Howard, Chairman of DeepGulf, Inc., attesting that he will use personal assets including the equity in his home to assure the Citizenship and Immigration Service that the H-1B prevailing wage will be paid. Also attached are tax returns and Settlement Statements from the real estate/residences owned by Mr. Howard;
- Copy of the Beneficiary's educational credentials and professional evaluation;

BOSTON | WASHINGTON | RESTON | NEW YORK | STAMFORD | LOS ANGELES | LONDON



000093

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

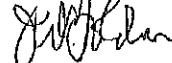
August 12, 2005

Page 2

- Copies of the Beneficiary's Form I-94, Form I-797 Approval Notice for prior H-1B status (SRC-00-069-52123), passport identity page and visa pages.

Please contact me at (617) 348-3025 if you have any questions or require additional information. Thank you in advance for your time and attention to this matter.

Very truly yours,



Jeffrey W. Goldman

JWG/kwf

Enclosures

Attestation

I, Rus Howard, attest to the following:

1. I am a U.S. Citizen;
2. My company, DeepGulf, Inc., is a startup company with plenty of business to pay the prevailing wage salary of \$120,000 in support of H-1B authorized employment for Mr. Marc Moszkowski;
3. In the event the company does not meet financial expectations, I will use personal assets, including the equity in my home, to guarantee payment of the prevailing wage. Please see the attached personal financial paperwork.

Signature: 

Date: 7-20-05

Form 1040		Department of the Treasury — Internal Revenue Service	U.S. Individual Income Tax Return 2004	(99) IRS Use Only — Do not write or staple in this space.
Label (See instructions.) Use the IRS label. Otherwise, please print or type. Presidential Election Campaign (See instructions.) Filing Status Check only one box. Exemptions If more than four dependents, see instructions.	For the year Jan 1 - Dec 31, 2004, or other tax year beginning _____, 2004, ending _____, 2004.			OMB No. 1545-0074
	Your first name	MI	Last name	Your social security number
	RUSTIN R HOWARD			S29-90-3650
	If a joint return, spouse's first name	MI	Last name	Spouse's social security number
	Zarragossa Street			S1B-90-6066
	Home address (number and street). If you have a P.O. box	see instructions.		Apartment no.
	431 C East			
	City, town or post office. If you have a foreign address, see instructions.			State ZIP code
	Pensacola, FL 32502			
	Note: Checking "Yes" will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want \$3 to go to this fund? ▶ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No			
A Important! You must enter your social security number(s) above.				
1 Single 2 Married filing jointly (even if only one had income) 3 Married filing separately. Enter spouse's SSN above & tell name here. ▶ MAUREEN W HOWARD		4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter his child's name here. ▶		
		5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)		
		Boxes checked on 6a and 6b No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instrs.) Dependents on 6c not entered above Add numbers on lines above ▶ 1		
6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a. b Spouse				
c Dependents: (1) First name _____ Last name _____ (2) Dependent's social security number _____ (3) Dependent's relationship to you _____ (4) <input checked="" type="checkbox"/> If qualifying child for child tax credit (see instrs)				
d Total number of exemptions claimed _____				
Income Attach Form(s) W-2 here. Also attach Forms W-ZG and 1099-R if tax was withheld. If you did not get a W-2, see instructions.		7 Wages, salaries, tips, etc. Attach Form(s) W-2. 7 8 a Taxable interest. Attach Schedule B if required. 8a b Tax-exempt interest. Do not include on line 8a. ▶ 8b 9 a Ordinary dividends. Attach Schedule B if required. 9a b Qualified divs (see instrs) ▶ 9b 10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions). 10 11 Alimony received. 11 12 Business income or (loss). Attach Schedule C or C-EZ. 12 13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. ▶ 13 14 Other gains or (losses). Attach Form 4797. 14 15 a IRA distributions. 15a 3,000. b Taxable amount (see instrs). 15b 16 a Pensions and annuities. 16a b Taxable amount (see instrs). 16b 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E. 17 18 Farm income or (loss). Attach Schedule F. 18 19 Unemployment compensation. 19 20 a Social security benefits. 20a b Taxable amount (see instrs). 20b 21 Other income. See Statement 1. 21 1,003. 22 Add the amounts in the far right column for lines 7 through 21. This is your total income. ▶ 22 6,708.		
Adjusted Gross Income		23 Educator expenses (see instructions) 23 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ. 24 25 IRA deduction (see instructions) 25 26 Student loan interest deduction (see instructions) 26 27 Tuition and fees deduction (see instructions) 27 28 Health savings account deduction. Attach Form 8889. 28 29 Moving expenses. Attach Form 3903. 29 30 One-half of self-employment tax. Attach Schedule SE. 30 31 Self-employed health insurance deduction (see instrs) 31 32 Self-employed SEP, SIMPLE, and qualified plans 32 33 Penalty on early withdrawal of savings. 33 34 a Alimony paid b Recipient's SSN. ▶ 34a 35 Add lines 23 through 34a. ▶ 35 36 Subtract line 35 from line 22. This is your adjusted gross income. ▶ 36 6,708.		
BAA For Disclosure, Privacy Act and Paperwork Reduction Act Notice, see instructions.		FOIA/B12L 11/10/04 Form 1040 (2004)		

Form 1040 (2004) RUSTIN R HOWARD		529-90-3650	Page 2
Tax and Credits		37 Amount from line 36 (adjusted gross income)	
		37	6,708.
Standard Deduction for -		38 a Check <input type="checkbox"/> You were born before January 2, 1940, <input type="checkbox"/> Blind. Total boxes if: <input type="checkbox"/> Spouse was born before January 2, 1940, <input type="checkbox"/> Blind, checked ▶ 38a	
• People who checked any box on line 38a or 38b or who can be claimed as a dependent, see instructions.		b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here..... ▶ 38 b <input type="checkbox"/>	
• All others:		39	5,227.
Single or Married filing separately, \$4,850		40	1,481.
Married filing jointly or Qualifying widow(er), \$9,700		41	3,100.
Head of household, \$7,150		42	0.
		43	0.
		44	0.
		45	0.
		46	
		47	
		48	
		49	
		50	
		51	
		52	
		53	
		54	
		55	
		56	0.
Other Taxes		57	
		58	
		59	100.
		60	
		61	
		62	250.
Payments		63	
If you have a qualifying child, attach Schedule EIC.		64	
		65a	
b Nonfatable combat pay election..... ▶ 65b		66	
		67	
		68	
		69	
		70	0.
Refund		71	
Direct deposit? See instructions and fill in 72b, 72c, and 72d.		72a	
b Routing number..... ▶ c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		72a	
d Account number.....		73	
		74	250.
Amount You Owe		75	
Third Party Designee		Do you want to allow another person to discuss this return with the IRS (see instructions)? <input checked="" type="checkbox"/> Yes. Complete the following. <input type="checkbox"/> No	
Sign Here Joint return? See instructions. Keep a copy for your records.		Designer's name ▶ Preparer Phone no. ▶ Personal identification number (PIN) ▶ Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.	
		Your signature	Date
		EXECUTIVE	Daytime phone number
		850 437-5880	
		Spouse's signature. If a joint return, both must sign.	Date
		Spouse's occupation	
Paid Preparer's Use Only		Preparer's signature ▶ Thomas R. Hatfield	Date 3/30/05
		Firm's name (or yours if self-employed) ▶ Tom Hatfield, CPA	Check if self-employed <input checked="" type="checkbox"/> Preparer's SSN or PTIN 133-38-5768
		P.O. Box 1107	EIN 133-38-5768
		Dryden, NY 13053	Phone no. (607) 835-6300,

FDIA0112L 11/10/04

Form 1040 (2004)

000097

US Department of Housing and Urban Development SETTLEMENT STATEMENT			
A. Type of Loan: <input checked="" type="checkbox"/> FHA <input type="checkbox"/> FmHA <input type="checkbox"/> Conv. Units. <input checked="" type="checkbox"/> VA <input type="checkbox"/> Conv. Inst.		GSA No 200-02A	
C. NOTES: This form is designed to give you a statement of actual settlement costs. Amounts paid to and by the seller(s) agent are shown. Items marked T.O.C. were paid outside the closing; they are shown here for information. Boxes not checked are not paid.			
D. NAME AND ADDRESS OF BORROWER: R. R. HOWARD 8 Calle Hermosa Pensacola Beach, FL 32561			
E. NAME AND ADDRESS OF SELLER: DONNA LEE 9423 S. Hollybrook Dr., #201 Pembroke Pines, FL 33025			
F. NAME AND ADDRESS OF LENDER: WHITNEY NATIONAL BANK 410 Labarte Road Jefferson, LA 70121			
G. PROPERTY LOCATION: 431-B East Zaragoza Street Pensacola, FL 32501			
H. SETTLEMENT AGENT: Emmanuel Sheppard & Condon (850) 433-6581 Contact: Janet Rogers		PLACE OF SETTLEMENT: 30 S. Spring Street Pensacola, FL 32501	
I. SETTLEMENT DATE: 12/03/2004		DISBURSEMENT DATE: 12/03/2004	
J. SUMMARY OF BORROWER(S) TRANSACTION			
K. SUMMARY OF SELLER(S) TRANSACTION			
100. GROSS AMOUNT DUE FROM BORROWER :			
400. GROSS AMOUNT DUE TO SELLER :			
101. Contract sales price		360,000.00	
401. Contract sales price		360,000.00	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		103.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance			
106. City/town taxes		406. City/town taxes	
107. County taxes 12/03/2004 to 12/31/2004		407. County taxes 12/03/2004 to 12/31/2004	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due Seller	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER :			
500. REDUCTIONS IN AMOUNT DUE TO SELLER :			
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff Mortgage to Wachovia Mortgage Corp. thru	
205.		505. Payoff	
206.		506. 2004 Taxes	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller in advance			
10. City/town taxes		510. City/town taxes	
11. County taxes		511. County taxes	
12. Assessments		512. Assessments	
13.		513.	
14.		514.	
15.		515.	
16.		516.	
17.		517.	
18.		518.	
19.		519.	
20. Total Paid By/Far Borrower		520. Total Reduction Amount Due Seller	
600. CASH AT SETTLEMENT FROM/TO BORROWER :			
600. CASH AT SETTLEMENT TO/FROM SELLER :			
601. Gross amount due to seller (line 420)		601. Gross amount due to seller (line 420)	
602. Less reductions in amt due seller (line 520)		602. Less reductions in amt due seller (line 520)	
603. Cash [X]From []To []From Seller		603. Cash [X]To []From Seller	

SETTLEMENT STATEMENT		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Total Sales/Broker's Commission based on price			
Listing Realtor Commission To: Tanner Realty			
Selling Realtor Commission			
Commission paid at Settlement			46,000.00
ITEMS PAYABLE IN CONNECTION WITH LOAN			
Loan Origination Fee			
Loan Discount			
Appraisal Fee			
Credit Report			
Lender's Inspection Fee			
Mortgage Insurance Application Fee			
ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
Interest from			
Mortgage Insurance Premium for			
Hazard Insurance Premium for			
RESERVES DEPOSITED WITH LENDER			
1. Hazard insurance			
2. Mortgage insurance			
3. City property taxes			
4. County property taxes			
5. Annual assessments			
6.			
7.			
8. Aggregate Accounting Adjustment			
TITLE CHARGES			
1. Settlement or closing fee To: Emmanuel, Sheppard & Condon	250.00		
2. Abstract or title search To: American Pioneer Title Insurance Company	110.00		
3. Title examination To: Emmanuel, Sheppard & Condon	25.00		
4. Title insurance binder			
5. Document preparation To: Emmanuel, Sheppard & Condon	200.00		
6. Notary fees			
7. Attorney's fees To: Clark, Partington, Hart	350.00		
(includes above item numbers:)			
8. Title insurance To: American Pioneer Title Insurance Company & ES&C	6,398.25		
(includes above item numbers:)			
1. Lender's coverage @			
1. Owner's coverage) \$29,226.28 @ 6,398.25			
1.			
1.			
1. Overnight Courier & Handling Fees To: ES&C GL 600.10 Acct.	40.00		
GOVERNMENT RECORDING AND TRANSFER CHARGES			
1. Recording fees:			
2. City/county tax/stamps:			
3. State tax/stamps: Deed \$10,705.10 Mortgage \$0.00 To: Clerk of the Court	10,705.10		
1. Recording releases To: ES&C GL 600.10 Acct.	12.00		
2. Record Assignment of Lease To: Clerk of the Court	10.50		
3. Record Power of Attorney To: Clerk of the Court	6.00		
ADDITIONAL SETTLEMENT CHARGES			
1. Survey			
2. Pest inspection To: Superior Termite & Pest Management	75.00		
1. SRIA Lease (3/1/04-3/1/05) To: Santa Rosa Island Authority	1,293.82		
1. Home Warranty To: American Home Shield	550.00		
1. Home Inspection To: David Walker Home Inspection Service	300.00		
5. A/C Inspection To: M.D. Air Conditioning	55.00		
TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	8,642.51	57,738.10	

I carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my behalf by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BUYER(S):

JOHN R. HOWARD

SELLER(S):

JOHN R. CLAB

HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Emmanuel, Sheppard & Condon
 Taxes have been prorated based on taxes for the year. Any re-proration will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and propane tank) have been paid or will be paid upon receipt of final bill.
 VIOLATION OF THIS STATEMENT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. Penalties upon conviction can include a fine or imprisonment. For more information see Title 18 U.S. Code Section 1001 and Section 1010.

4/22/04

Mellon Fch 2A, 2002 (G 15-15)

US Department of Housing and Urban Development
SETTLEMENT STATEMENT

OMB No. 2502-0265

Type of Loan:

 FHA 2. FmHA 3. Conv. Unins.6. File Number:
00431-098512

7. Loan Number:

8. Mortgage Ins. Case #:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked "NDC" were paid outside the closing; they are shown here for information and you are not included in the totals.

NAME AND ADDRESS OF BORROWER:

JUSTIN R. HOWARD 2101 Scenic Highway, Apt. #D-101 Pensacola, FL 32503

NAME AND ADDRESS OF SELLER:

JOHN R. GLAS 1001 Old Metairie Drive Metairie, LA 70001

NAME AND ADDRESS OF LENDER:

PROPERTY LOCATION:

3 Calle Hermosa Pensacola Beach, FL 32561

SETTLEMENT AGENT: Emmanuel, Sheppard & Condon (850) 433-6581 Contact: Janet Rogers

PLACE OF SETTLEMENT:
30 S. Spring Street Pensacola, FL 32501

SETTLEMENT DATE:

DISBURSEMENT DATE:

02/27/2004

02/27/2004

SUMMARY OF BORROWER(S) TRANSACTION

16. SUMMARY OF SELLER(S) TRANSACTION

0. GROSS AMOUNT DUE FROM BORROWER:

400. GROSS AMOUNT DUE TO SELLER:

1. Contract sales price	1,529,226.28	401. Contract sales price	1,529,226.28
2. Personal Property	402. Personal Property		
3. Settlement charges to borrower (line 1400)	8,642.37	403.	
4.	404.		
5.	405.		
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
6. City/town taxes	406. City/town taxes		
7. County taxes	407. County taxes		
8. Assessments	408. Assessments		
9. SRIA Lease @ \$1293.82/yr 02/27/2004 to 03/03/20	21.21	409. SRIA Lease @ \$1293.82/yr 02/27/2004 to 03/03/20	21.31
0.	410.		
1.	411.		
2.	412.		
0. Gross Amount Due From Borrower	1,537,890.06	420. Gross Amount Due Seller	1,529,247.49

0. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

1. Deposit or earnest money	35,250.00	501. Excess deposit (see instructions)	
2. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	57,738.10
3. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
4.		504. Payoff Mortgage to AmSouth Bank	229,622.17
5.		505. Payoff Mortgage to Bank of America	92,051.82
6.		506.	
7.		507.	
8.		508.	
9.		509.	
Adjustments for items unpaid by Seller in advance		Adjustments for items unpaid by Seller in advance	
0. City/town taxes	510. City/town taxes		
1. County taxes	511. County taxes		
2. Assessments	512. Assessments		
3. MSBU/Fire Assmt 01/01/2004 to 02/27/2004	64.40	513. MSBU/Fire Assmt 01/01/2004 to 02/27/2004	64.40
4.	514.		
5.	515.		
6.	516.		
7.	517.		
8.	518.		
9.	519.		

0. Total Paid By/For Borrower

320. Total Reduction Amount Due Seller

379,476.49

0. CASH AT SETTLEMENT FROM/TO BORROWER:

600. CASH AT SETTLEMENT TO/FROM SELLER:

1. Gross Amount due from borrower (line 120)	1,537,890.06	601. Gross amount due to seller (line 420)	1,529,247.49
2. Less amounts paid by/for borrower (line 220)	35,319.40	602. Less reductions in amt. due seller (line 520)	379,476.49
3. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	1,502,570.66	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	1,149,771.00

SETTLEMENT CHARGES			
		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price			
701. Listing Realtor Commission To: Tanner Realty			
702. Selling Realtor Commission			
703. Commission paid at Settlement			13,680.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee			
802. Loan Discount			
803. Appraisal Fee To: WHITNEY NATIONAL BANK		450.00	
804. Credit Report To: EQUIFAX		18.00	
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee			
807. Underwriting fee To: WHITNEY NATIONAL BANK		200.00	
808. Document Preparation Fee To: WHITNEY NATIONAL BANK		100.00	
809. Flood Certification Fee To: GEOTRAC		10.00	
810. Tax Service Fee To: WHITNEY NATIONAL BANK		71.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from 12/03/2004 to 01/01/2005 @ 5.1% day To: WHITNEY NATIONAL BANK		1,479.00	
902. Mortgage Insurance Premium for			
903. Hazard Insurance Premium for(Windstorm) To: Underwood-Anderson		1,913.00	
904. Hazard Insurance Premium To: Underwood-Anderson		947.00	
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance 3 months @ 159.42 per month To: WHITNEY NATIONAL BANK		478.26	
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes 4 months @ 211.35 per month To: WHITNEY NATIONAL BANK		845.40	
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment To: WHITNEY NATIONAL BANK		-211.42	
1009. TITLE CHARGES			
101. Settlement or closing fee To: Emmanuel, Sheppard & Condon		230.00	
102. Abstract or title search To: Attorneys Title Insurance Fund		85.00	
103. Title examination To: Emmanuel, Sheppard & Condon		25.00	
104. Title insurance binder			
105. Document preparation To: Emmanuel, Sheppard & Condon		200.00	
106. Notary fees			
107. Attorney's fees (Includes above item numbers:)			
108. Title insurance To: Attorneys Title Insurance Fund & ES&C (Includes above Item numbers:)		1,900.00	
09. Lender's coverage \$92,000.00 @ 25.00			
10. Owner's coverage \$60,000.00 @ 1.875.00			
11. Alfa Form 4.1 FTF To: Attorneys Title Insurance Fund & ES&C		215.00	
12.			
13. Overnight Courier & Handling Fees To: ES&C GL 600.10 Acct.			20.00
00. GOVERNMENT RECORDING AND TRANSFER CHARGES			20.00
01. Recording fees: Deed \$10.00 Mortgage \$10.00 To: Clerk of the Court		10.00	
02. City/county tax/stamps: Mortgage \$584.00 To: Clerk of the Court		584.00	
03. State tax/stamps: Deed \$2,520.00 Mortgage \$1,022.00 To: Clerk of the Court		1,022.00	2,520.00
04. Recording Releases To: ES&C GL 600.10 Acct.			20.00
05. Record Power of Attorney (Buyer) To: Clerk of the Court		10.00	
06. Record Power of Attorney (Seller) To: Clerk of the Court		10.00	
10. ADDITIONAL SETTLEMENT CHARGES			18.50
01. Survey To: Lands End Surveying, Inc.			
22. Pest Inspection To: Superior Termite & Pest Management		385.00	
03. Termite Treatment To: Superior Termite & Pest Management ***		75.00	
04. Home Inspection To: C. A. Capital Corp. \$300 POC by Buyer to C. A. Capital Corp.		917.00	
05. Payoff #70701017752 To: CBCS/Cornell University		65.00	
06. Payoff \$359.18 \$144 & \$84 To: CBCS/Medical		775.00	
07. Payoff #1401600100000 To: Verizon Wireless		235.45	
08. Total Settlement Charges (enter on Pages 103, Section J and 502, Section K)		17,613.69	16,718.50

I carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my behalf or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BUYER(S):

K. Howard
By: Margaret W. Howard

SELLER(S):

Donna L. Long
By: Kathleen L. Tanner

HUD-1 Settlement Statement which I have prepared is true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Signature: Sheppard & Condon
Date: 11/03/04
I hereby declare based on taxes for this year. Any reparation will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and telephone) have been paid or will be paid upon receipt of final bills.
(Note: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For see: Title 18 U.S. Code Section 1001 and Section 1010.)

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: toke 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, Hali: 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 Hali'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 Hali'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 fail 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 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

Braden Ball

From: m.moszkowski@deepgulf.net
Sent: Monday, December 4, 2017 3:07 AM
To: RODNEY LEWIS
Subject: RE: FW: \$50,000 (€38.250) Personal Loan

I agree with you, including the last line.

M

From: RODNEY LEWIS [mailto:rod@rodlewis.com.au]
Sent: Sunday, December 3, 2017 4:27 PM
To: m.moszkowski@deepgulf.net
Subject: RE: FW: \$50,000 (€38.250) Personal Loan

One possible approach is to [1] tell him it has been your intention from day 1 to bring investors along with you when / whenever a project is committed [2] you have needed another route to the investors since Rus became your tormentor after being your “mentor” for financing projects [3] that you are just as confident of the value and commercial applications of your projects now as ever [4] whether Rus wants to support you or not you will find a way to remain in contact with the Deepgulf investors so as to give them a share in any new project ?????

Just thought – I am myself unsure about that. R

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Saturday, 2 December 2017 1:16 AM
To: RODNEY LEWIS <rod@rodlewis.com.au>
Subject: RE: FW: \$50,000 (€38.250) Personal Loan

Thinking about my strategy when I talk with him.

M

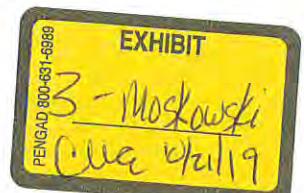
From: RODNEY LEWIS [mailto:rod@rodlewis.com.au]
Sent: Thursday, November 30, 2017 6:40 PM
To: m.moszkowski@deepgulf.net
Subject: RE: FW: \$50,000 (€38.250) Personal Loan

Don't be sorry – in fact maybe Dave is becoming a little friendlier. R

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Friday, 1 December 2017 8:05 AM
To: RODNEY LEWIS <rod@rodlewis.com.au>
Subject: FW: FW: \$50,000 (€38.250) Personal Loan

Sorry for all the emails. I think it's preferable you have a copy.

M



From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Thursday, November 30, 2017 3:03 PM
To: 'daverumsey@gmail.com'
Subject: RE: FW: \$50,000 (€38.250) Personal Loan

I understand. Could be any day you're free, including weekends. My hours are preferably 8 AM to 3 PM your time.

M

From: Dave Rumsey [mailto:daverumsey@gmail.com]
Sent: Thursday, November 30, 2017 2:53 PM
To: m.moszkowski@deepgulf.net
Subject: Re: FW: \$50,000 (€38.250) Personal Loan

I'm aware and impressed with your technology. I'd like my cash back. Will let you know when I have time to talk -- busy now.

On Thu, Nov 30, 2017 at 3:41 PM, <m.moszkowski@deepgulf.net> wrote:

Dave,

It seems you are not quite familiar with the history of DeepGulf. I would have done the same projects just the same without DeepGulf. The projects were built on technology and skills that were mine before DeepGulf was founded. I had posted the technology on the web using my own money, and that's how the clients found me. Then I personally funded the long trip to Timor to get the contract. DeepGulf brought very little to me, no employee, no technical support, and I personally funded all my expenses and salaries until the first payment for the first contract came in. In fact, the extra money I would have earned if there hadn't been DeepGulf would have rendered the loan unnecessary. On the other hand, Rus really used DeepGulf. Two thirds of the money he raised went to pay for his own salaries, those of his secretaries, and the lease of his offices. Their duties were only insignificantly related to the projects.

I founded DeepGulf with Rus based on promises by Rus that he could raise millions of dollars. I realized too late that he could only raise money from friends and family, and considerably less than what was needed. Faced with his own incompetence he started finding a thousand reasons, all blamed on me, for why he could not raise funds.

I note a new threat at the end of your message, but I wonder if you read the last line of my previous email. It was a genuine statement. It still holds.

M

From: Dave Rumsey [mailto:daverumsey@gmail.com]
Sent: Thursday, November 30, 2017 1:38 PM

To: m.moszkowski@deepgulf.net
Subject: Re: FW: \$50,000 (€38.250) Personal Loan

Marc,

It was Rus who asked if I would loan \$50,000 USD to you to help save your family estate in France so you could focus on Deep Gulf. We have no other "arrangement" in place to somehow defraud you of anything. If it weren't for Rus Howard, you wouldn't have had the opportunity at Deep Gulf, and I wouldn't have loaned my money to you.

Given your lack of actual responsiveness to my statements and questions below, I will accelerate the process.

DR

On Wed, Nov 29, 2017 at 10:33 AM, <m.moszkowski@deepgulf.net> wrote:

Dave,

The very fact that I never contacted you testifies to my being convinced by Rus that he was the true lender.

I must say that your analysis of my letter is quite inaccurate, though: the thorough reading of the letter would show that my extensive concern is indeed about DeepGulf, but certainly not about my salaries, which I mentioned only to illustrate the irrationality of Rus' accusations of "*embezzlement*". As for the investors' capital, I clearly stated in my letter that my concern is to conserve its value, through solutions that I am ready to discuss with the shareholders. For that we must stop Rus in his revengeful effort to destroy the company and its larger shareholder and president. My main rationale for not leaving Rus and his irrational policies behind is my absolute sense of loyalty toward those shareholders that remain committed to the company, whom Rus had deserted in 2014.

The evidence of usury is quite obvious to demonstrate and can be confirmed from a number of official websites. I did not know myself at the time of the loan, although I was shocked by the excessive interest rate, but Rus soothed my concern with promises that it would be rearranged in the future, and I learned the detail of the "*usurious and criminal*" interest rate while researching the procedures to be applied for a mortgage. At that point I was told firmly that a mortgage under those conditions would not be allowed. I shared the information with Rus at the time.

I am still under the strong impression that there was, and is, a financial arrangement between Rus and yourself, and that the trigger for your current action is my dispute with Rus. It seems unreasonable to believe that anyone should leave a 17% loan for \$50,000 totally unaddressed for so long a time without a solid reason.

I would like the opportunity to communicate with you verbally.

Marc

From: Dave Rumsey [mailto:daverumsey@gmail.com]
Sent: Tuesday, November 28, 2017 9:45 AM

To: m.moszkowski@deepgulf.net
Subject: Re: FW: \$50,000 (€38.250) Personal Loan

Marc,

I have never represented that my loan to you has anything to do with your employer. We only have our written agreement (the loan documents) between us. You and I are the sole parties thereto. We have had no communications otherwise. Rus Howard's comments to you have no bearing on me whatsoever because I've never assented to any agreement with you outside the loan documents. If you have an issue with Rus, you need to raise it with him. I made the loan to you because you are the president of a company I'm invested in, and I understood you had a pressing personal need at that time. In return, I have received nothing from you -- no payments, no request for an extension, not even a "Thank You" -- until I received your email outlining your extensive concerns about Deep Gulf, not for the loss of investors' capital, but for your salary. That email spurred my demand notice upon you.

As the president of a company like Deep Gulf, I expect you to understand the significance of the loan documents and to have access to competent legal counsel before signing. As such, I expect you to live up to your agreement sans evidence of usury. My attorneys in Paris assure me there is none. If you had evidence of usury, I would have appreciated that information before you signed our loan documents and before I wired \$50,000 USD from my account to yours.

You accepted my money. I accepted your signature and promise to repay with the additional promise of mortgage assignment. That's all there is to our agreement.

I now demand payment in full, plus interest as agreed, by December 31, 2017. Alternatively, if you can not make full payment, I expect you to provide to me, by the same date, a mortgage on the landed property subject to the mortgage promise, viz., Chateaudouble 83300 Le Verdos as further described, and as you committed to do, in the Promise of Mortgage Assignment (or *Promesse D'Affectation Hypothecaire*) dated June 4, 2013.

N.B., my address has changed. See below.

David Rumsey

1080 Pittsford-Victor Road, Suite 100

Pittsford, NY 14534

On Mon, Nov 27, 2017 at 1:22 PM, <m.moszkowski@deepgulf.net> wrote:

Hi Dave,

Despite your assurance to the contrary, I think I still detect threats in your email, although somewhat veiled. Please accept my sincere apologies if I misunderstood your words.

As you already know, I accepted this loan, which I had solicited from Rus, because Rus assured me he was the actual lender. According to him, you owed him a greater sum of money. Rus also repeatedly told me not to worry about the exorbitant interest rate, that the issue would be resolved in the future in a manner that would be less unfavorable to me. As you know, I was under considerable duress when I solicited this loan from Rus, who then approached you because he had other financial arrangements with you, or so he said. The loan was used exclusively to pay back taxes.

Rus holds an MBA from Cornell University and has been the acting Human Resources Manager and Chief Financial Officer of the company since 2005. I had little reason not to trust and value his advice in the matter.

Then there was a four and a half year total silence on your part, despite my several reminders to Rus, which corroborated Rus' statement that the loan issue was actually with him, not with you, and that the agreement between you two was real, whether it was verbal or written.

Recently a major dispute arose between Rus and I over vast sums of money, and the more than \$750,000 the company owes me, and also over the unreasonable accusations of "embezzlement" and "white collar crime" Rus proffered against me in writing week before last. Then, in what may or may not be a coincidence, after four and a half years of total silence you emerged from oblivion and claimed the loan from me. I keep in mind you and Rus are very close friends, or at least were, and this sudden reversal suggests perhaps some recent development between you and Rus, which may have led to this abrupt change of position at this particularly acrimonious stage of the dispute.

Despite the documents, the loan had been repeatedly represented to me as being actually from Rus and at this point I don't think it can be dissociated from the wider problem, which is that the company owes me considerable amounts of money. The situation is a direct consequence of the chairman of the board and acting HRM and CFO's abrupt desertion from the company without a warning precisely at the time further funding had become an absolute requisite for the healthy continuation of the company's activities.

As the fourth largest shareholder of the company I have recently kept you informed of the situation in quite some detail.

Marc

From: Dave Rumsey [mailto:daverumsey@gmail.com]
Sent: Monday, November 27, 2017 7:32 AM

To: m.moszkowski@deepgulf.net
Subject: Re: FW: \$50,000 (€38.250) Personal Loan

Hi Marc,

I'm back in the office following our Thanksgiving holiday and I just reviewed your email. I certainly don't mean to threaten you by any means. As an attorney, we look to the courts for guidance when we disagree with opposing counsel as to the application of law. While this could mean an action in court, we typically review previous findings from similar cases -- though I'm sure you're aware of this since you're the president of a corporation doing business in multiple international jurisdictions.

The question at hand, therefore, is what authority (or court of competent jurisdiction) do you rely upon, citing appropriate statutory law, to support your position?

Dave

On Wed, Nov 22, 2017 at 1:09 PM, <m.moszkowski@deepgulf.net> wrote:

Dave,

I'm surprised you should mention courts not 24 hours after your first demand. I am prepared to candidly discuss the loan repayment with you at this point, after more than four years of being seriously misled by Rus, but I insist that threats of any sort will be so counter-productive as to block the process. I don't know who your attorneys were but they should have known that the rate was illegal. This being said, if a practicable solution can be found we'll find it, whatever it will prove to be, though I will need to be assured in an undisputable manner that the situation is not manipulated by Rus in any way for any further design, after four and a half years of total silence.

Marc

From: Dave Rumsey [mailto:daverumsey@gmail.com]

Sent: Wednesday, November 22, 2017 11:42 AM

To: m.moszkowski@deepgulf.net

Subject: Re: FW: \$50,000 (€38.250) Personal Loan

Marc,

Thank you for acknowledging that I wired \$50,000USD (€38,250) to you for your personal use in June of 2013. My loan to you was memorialized as €38,250 when we signed the loan documents prepared by my attorneys in Paris under French law. I refer to the amount as \$50,000 only because that's the actual amount I sent to you. I would hope the French attorneys prepared the documents, including the terms of our agreement, in accordance with French law as stated therein. If they did not, we may rely on the French courts to get it straight for us.

I would also prefer to correspond directly with you. The written loan agreement is between you and me sans any regard to your employer or my other investments. Written correspondence, likewise, affords us the benefit of a record which I think is advisable at this point.

Please advise as to how and when you intend to repay my loan to you and what, if any, back-up options you may have for payment.

I'll be traveling this week and will likely not be reviewing my email.

Thank you.

Dave Rumsey

On Wed, Nov 22, 2017 at 11:10 AM, <m.moszkowski@deepgulf.net> wrote:

Dave,

I see Rus is not denying my statements.

I will eventually get used to his particular interpretation of truth and morals.

My previous email stands. I would rather not involve Rus in future emails, except of course if you insist to.

Marc

From: Rus Howard [mailto:rus@holdg.com]
Sent: Wednesday, November 22, 2017 9:58 AM
To: daverumsey@gmail.com; m.moszkowski@deepgulf.net

Subject: RE: FW: \$50,000 (€38.250) Personal Loan

Dear Dave and Marc,

I am not party to your agreement.

Nothing I said or did not say has any bearing on your agreement.

Rus

From: m.moszkowski@deepgulf.net [mailto:m.moszkowski@deepgulf.net]
Sent: Wednesday, November 22, 2017 9:50 AM
To: daverumsey@gmail.com
Cc: Rus Howard
Subject: RE: FW: \$50,000 (€38.250) Personal Loan

Dave,

As I wrote to you this morning, there was no silence on my part, although I thought there was a total silence on your part: I discussed the issue with Rus on multiple occasions and he always told me not to worry, that the issue was between you and him. I insisted each time but received the same response. Not ever hearing from you I assumed he was saying the truth.

I will need to know why Rus repeatedly told me there was no issue, when it appears there is one now.

Per French law, the agreement was illegal, although I do acknowledge I received the amount of €38,250.00 from you and used it to pay the last of 11 installments for inheritance tax, as you know.

The situation has now become quite embarrassing. If it is confirmed that Rus was less than candid in our past conversations about the loan, which I initiated nearly every time we met, and there is no collusion nor manipulation between the two of you regarding the loan (and if there isn't I apologize for putting your honesty in doubt), I suggest you and I discuss the issue in confidence, if necessary by phone.

Marc

From: Dave Rumsey [mailto:daverumsey@gmail.com]

Sent: Wednesday, November 22, 2017 9:24 AM

To: m.moszkowski@deepgulf.net

Cc: Rus Howard

Subject: Re: FW: \$50,000 (€38.250) Personal Loan

Marc,

Thank you for your prompt reply.

Since I don't recall receiving correspondence from you before yesterday, I took your signature on the loan documents and your acceptance of the \$50,000USD transferred from my account in 2013 for your benefit as acceptance of the terms found in the loan documents. I simply insisted on the rate that I would be required to pay in New York under similar circumstances (we typically pay 16% here for a comparable mezzanine-style loan). And since I have no local securitized collateral in this case, I added one point for the increased risk. Hence, the rate of 17%. While working with an attorney from a reputable law firm in France to draft the loan documents, no issue of usury was ever raised; and given your silence on the issue these past four and a half years, I assumed you accepted these terms having had the benefit of my \$50,000USD over the same period. I would not have transferred the funds to you otherwise.

The letter received from you yesterday was the prompt to make my demand.

Please advise if you are asking now, at this late date, to change the terms of our written agreement.

Thank you.

Dave

On Wed, Nov 22, 2017 at 8:41 AM, <m.moszkowski@deepgulf.net> wrote:

Dave,

I take note of your demand for a full payment.

I also take note that this is the first instance of such a demand.

Since June 2013, when the money was lent to me, I have anxiously addressed the issue of the loan with Rus on multiple occasions, out of concern that I was not in a position to repay it until the company resumed paying my salaries, but also because I had been informed by my lawyer after the fact that the 17% interest rate is considered by French law as "*usuraire et criminal*" (usurious and criminal), making it illegal in this country, and that the lender and I should discuss this issue. I also communicated to Rus that because of the illegal interest rate the mortgage assignment was made impossible to obtain. See below the maximum legal interest rates over the past five years.

On each occasion Rus assured me unequivocally not to worry about the loan, stating that you and he had other long-term financial arrangements and that you owed him a large amount of money, both statements I was sincerely led to believe, since for a period of four and a half years until today you never communicated with me about the unpaid loan. I take note that your first demand reaches me at the height of a corporate dispute between Rus and I, and I take your demand as an indication that you and he have decided at this juncture to revise the financial agreements he has been referring to for more than four years.

The loan was for €38,250.00, which would represent \$45,004.95 today. The compounded semi-annual usurious 17% interest would amount to \$48,778.87 and the total to be repaid would be \$93,783.82. However, at the maximum legal interest rates, the compounded semi-annual interest is \$20,566.44, bringing the total due to \$65,571.39.

According to the records obtained from Rus, you own 32,000 shares of DeepGulf stock and are the fourth largest shareholder. For the record, I sent you a letter yesterday, as to all the other shareholders for whom Rus had given me current email addresses. I don't know for sure whether your demand of today is in any way related to the letter of yesterday, after four and a half years of silence, but I am inclined to believe it might be.

Rest assured that, after we agree on the issue of the legal interest rate, the matter of this loan will be my highest priority, once the company (of which you seem to be the fourth largest shareholder) reimburses me of the \$750,000 it owes me.

Best regards.

Marc

Maximum legal French interest rates for personal loans over €6,000.

2013	June	11.48%
2014	June	10.21%

2015	June	9.04%
2016	June	7.40%
2017	June	6.08%

From: Dave Rumsey [<mailto:daverumsey@gmail.com>]
Sent: Tuesday, November 21, 2017 6:56 PM
To: m.moszkowski@deepgulf.net; m.moszkowski@deep-gulf.com
Cc: Rus Howard; Mission Mountain Trust
Subject: Fwd: \$50,000 (€38.250) Personal Loan

Marc,

In a closer review of the attached loan documents, I see that my first calculation outlined in the email below was incorrect. The correct interest calculation, compounding semiannually, and the total amount due in USD as of November 30, 2017 is as follows:

\$ 50,000.00 Loan Amount

54,065.29 Interest (June 4, 2013 to Nov. 30, 2017)

\$104,065.29 Total Amount Due

The above amount is now due and payable. This is my demand notice. Please arrange for full payment and alert me when you're ready to receive wiring instructions.

Since I made this personal loan to you at Rus Howard's suggestion, I am copying Rus for clarification and assistance.

Thank you.

Dave Rumsey

----- Forwarded message -----

From: **Dave Rumsey** <daverumsey@gmail.com>
Date: Tue, Nov 21, 2017 at 5:45 PM
Subject: \$50,000 (€38.250) Personal Loan
To: m.moszkowski@deepgulf.net

Dear Marc,

Kindly accept this email as my demand notice for the repayment of the above-referenced personal loan which I made to you on or about June 4, 2013, which is now due and payable, plus interest at the rate of 17%, annualized, as memorialized in the attached fully-executed loan documents .

The total amount due as of November 30, 2017, in USD, is as follows:

\$50,000.00 Loan Amount

\$38,147.15 Interest (June 4, 2013 to Nov. 30, 2017)

\$88,147.15 Total

Please advise as to the timing and form of payment.

Thank you.

David Rumsey

