

**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY,
FLORIDA**

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

Case No.: 2018 CA 000543
Division: "E

**DEFENDANT'S CONSOLIDATED RECORD SUMMARY
AND TRIAL FRAMEWORK**

INTRODUCTION

This Trial Framework summarizes the key facts, timeline, and legal defenses raised by Defendant Marc Moszkowski in this action. It is submitted to assist the Court and any counsel of record in understanding the procedural and factual history of the case, based on the extensive filings and documentary evidence already on record.

PART I – SUMMARY OF KEY FACTS

1. Founding and Early Contributions

Defendant co-founded DeepGulf, Inc. in 2004, owning nearly 49.9% of the company and serving as its CEO without salary for over three years. Defendant personally covered company expenses during this period, totaling over \$50,000 per year.

2. East Timor Opportunity and Revenue

In 2007, while on a private trip in Australia, Defendant was contacted by East Timorese businessmen, who—with the backing of their government—offered him leadership of a development opportunity involving large-scale infrastructure contracts. The businessmen facilitated access to top government officials, including the President, Prime Minister, and various Ministers. Defendant was personally offered 33.33% equity in the local company, Toke Oil & Gas S.A., and appointed its President Director General. Defendant held the 33.33% share for the benefit of DeepGulf, Inc., although no legal or economic pathway existed for DeepGulf to own the company outright or to claim any portion of the local owners' shares. All project financing was

sourced locally by the East Timorese owners—DeepGulf contributed no capital whatsoever. Over time, three contracts were signed with the Government of East Timor, totaling \$14.9 million.

3. Revenue Sharing and False Claims

Toke distributed \$2.6 million in net cash flow between 2008 and 2012. DeepGulf received \$1.31 million (50.3%) via Defendant's 33.33% share in Toke Oil & Gas S.A.; local co-owners received 49.7%. Despite this, Plaintiff later falsely claimed entitlement to 100% of Toke's revenue, accusing Defendant of theft.

4. The \$125,000 Assignment and \$50,000 Loan Scheme

Between 2010 and 2014, Defendant voluntarily assigned to DeepGulf \$125,000 of personal consulting income (earned in Asia and Africa), expressly so the company could meet its salary obligations to him. Of this income, \$95,500 was assigned in 2013 and 2014. DeepGulf's Chairman, however, did not use any of those funds to pay Defendant. Instead, he personally wired Defendant \$50,000 from his own account, while simultaneously arranging documentation indicating it was a shareholder loan at 17% interest. The Chairman repeatedly

told Defendant the arrangement was an “accounting gimmick” and to trust him on it. Nearly four years later, the named shareholder—who never wired any funds—sued Defendant in France, falsely claiming to be the lender. After the claim had been speedily denied in summary judgment, the shareholder sued again in another venue. A default judgment was entered due to procedural limitations preventing Defendant from appearing pro se. As of 2025, the lien from that default judgment has ballooned to approximately \$175,000 and continues to accrue interest at over 11% annually.

5. \$345,000 Tax Contribution from East Timorese Co-Owners

By 2010, DeepGulf’s debt to Defendant had grown to approximately \$536,000, including \$360,000 in unpaid salaries (2005 to 2007), \$150,000 in personal cash advances, and \$26,000 in consulting income voluntarily assigned to DeepGulf in 2010. Despite this significant indebtedness —and formal commitments to pay Defendant a salary—, DeepGulf made no reimbursements or salary readjustments.

As a direct result, Defendant incurred substantial French tax liabilities in 2010–2011, arising from years of uncompensated labor and

unreimbursed corporate expenses. With no corporate support available, these obligations fell entirely on Defendant.

To assist, one of the two East Timorese co-owners of Toke Oil & Gas S.A., Mr. Vicente Ximenes, voluntarily transferred \$345,000 to Defendant from the East Timorese co-owners' 49.7% share of company cash flow. The funds were provided personally by Mr. Ximenes and used exclusively to pay taxes arising from Defendant's obligations. For accounting reasons, the transfer was later recorded internally as a salary payment, but this was a technical classification only. At no point did DeepGulf, Inc. have a right to those funds. If repayment were ever owed, it would be owed to Mr. Vicente Ximenes alone, not to DeepGulf, Inc., as has been falsely claimed.

PART II – LEGAL DEFENSES AND CLAIMS

1. Fraud on the Court

Plaintiff has submitted sworn statements and pleadings that are knowingly false, including assertions that:

- (a) DeepGulf, Inc. created the East Timor business opportunity;

- (b) Defendant appropriated corporate funds belonging to DeepGulf; and
- (c) A \$50,000 loan came from a shareholder who, in fact, never transferred funds.

These knowingly false assertions have been repeated across multiple forums, with documentary evidence contradicting them placed in the record since at least 2018. This conduct constitutes fraud on the court, undermining the integrity of judicial proceedings and warranting dismissal or sanctions.

2. Unclean Hands

Plaintiff has benefitted from Defendant's uncompensated labor, personal financial contributions, and other's strategic relationships—while simultaneously accusing Defendant of theft and fraud. DeepGulf accepted over \$125,000 in personal funds voluntarily assigned by Defendant and used them for general expenses and internal salaries, yet refused to pay Defendant's contractually and legally owed compensation. The doctrine of unclean hands bars Plaintiff from equitable relief under these circumstances.

3. Breach of Fiduciary Duty

As a director and nearly 49.9% shareholder, Defendant was owed a fiduciary duty by DeepGulf's officers. Instead, Plaintiff's Chairman used company resources for his personal benefit, orchestrated a fraudulent loan under the guise of an "accounting gimmick," and allowed another party to pursue Defendant for it. These acts, coupled with the fabrication of corporate assent and salary records, constitute a breach of fiduciary duty.

4. Constructive Trust and Restitution

To the extent DeepGulf retains any benefit derived from Defendant's personal work, reputation, or finances—such as the \$125,000 income assignment or access to East Timorese government officials—it does so unjustly. Equity demands that those benefits be subject to a constructive trust, and that restitution be ordered for any portion wrongfully retained or used against the interests of Defendant.

5. Judicial Estoppel and Inconsistent Positions

DeepGulf has made materially inconsistent claims in different fora regarding the origin of the East Timor opportunity, the ownership of

Toke, and the nature of the \$50,000 loan. Where a party adopts a position that contradicts a previously held position in court, and benefits from that contradiction, the doctrine of judicial estoppel applies.

6. Enforcement of Illegally Claimed Assets

Plaintiff falsely asserted ownership of three U.S. patents and three patent applications. At the time of assertion, two patents had lapsed due to non-payment of maintenance fees by Plaintiff, and none of the patent applications had issued. The Court adopted this claim as true despite no supporting evidence and denied Defendant's Motion for Reconsideration upon proof that two of the patents and the patent applications were not legally enforceable. Defendant contends this constitutes an unlawful validation of a knowingly false claim of proprietary rights.

PART III – RELIEF REQUESTED

Based on the foregoing facts and defenses, Defendant respectfully requests that the Court grant the following relief:

1. Dismissal of Plaintiff's claims with prejudice, based on fraud on the court, false testimony, and abuse of judicial process.
2. Alternatively, an order barring Plaintiff from asserting any claim or seeking damages relating to:

 - a. Ownership or control of Toke Oil & Gas S.A.,
 - b. The \$50,000 loan transaction,
 - c. Any income or revenue derived from Defendant's 33.33% share in Toke,
 - d. The \$345,000 tax assistance received from Mr. Vicente Ximenes.
3. Entry of an order recognizing the existence of a constructive trust in favor of Defendant for:

 - a. Personal funds assigned to DeepGulf, totaling \$125,000,
 - b. Any assets or claims improperly retained by Plaintiff that stem from Defendant's labor, connections, or goodwill.
4. Sanctions for fraud on the court, including attorneys' fees, costs, and any other relief the Court deems just and proper.
5. An evidentiary hearing, if required, to present further documentation and witness testimony on the above matters.

6. Any other and further relief as this Court deems just and proper under the circumstances.

PART IV – APPENDICES

The following supporting documents are incorporated by reference and available for submission or inspection:

- **Appendix A (also available as Exhibit AQ in any evidentiary proceeding)** – Defendant's Timeline of Material Events (2004–2018), filed separately under Notice of Filing on April 8, 2025.
- **Appendix B** – Refers to Sworn Affidavit of DeepGulf, Inc. Chairman (dated September 6, 2024), stating that DeepGulf generated no revenue or investor capital since 2012 to pay for salaries: See **Paragraph 34** in "**Affidavit of Rustin Howard in Support of Plaintiffs' Motion for Summary Judgment**", filed September 6th. 2024, and **Defendant's Response to the Affidavit**, filed on January 21, 2025.
- **Appendix C** – Wire transfer documentation for the \$50,000 loan, showing it originated from the Chairman's personal account: refer to **Affidavit filed January 21, 2024** (80

pages), titled "***Regarding the Conspiracy to Fraudulently Substitute a Third Party Loan for a Salary, and Inseparability from the DeepGulf Cases***".

- **Appendix D (also available as Exhibit F in any evidentiary proceeding)** – Documentation of the \$345,000 tax contribution from Mr. Vicente Ximenes, including formal disclosure to DeepGulf.
- **Appendix E (also available as Exhibit S in any evidentiary proceeding)** – Description of Toke Oil and Gas S.A.'s contracts in East Timor 2008–2012.
- **Appendix F (also available as Exhibit M in any evidentiary proceeding)** – DeepGulf, Inc. commitment to pay salaries and Rustin Howard's personal guarantee to the U.S. Government.
- **Appendix G (also available as Exhibit AR in any evidentiary proceeding)** – Payment Agreement between Toke Oil and Gas S.A. and DeepGulf, Inc., signed by Rustin Howard, Chairman.

Respectfully submitted this 8th day of March, 2025

Marc Moszkowski, Pro Se
Email:
m.moszkowski@deepgulf.net
Phone: +1(850)316 8462
Le Verdos
83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 8th day of March, 2025, a copy of this motion has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.



**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY,
FLORIDA**

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

Case No.: 2018 CA 000543
Division: "E

DEFENDANT'S TIMELINE OF MATERIAL EVENTS (2004–2018)

Submitted in Support of Defendant's Trial Framework and as a
Chronological Summary of the Factual Record

1. December 1st, 2004:

Marc Moszkowski co-founds DeepGulf, Inc.; he owns a little under 50% of the stock; he is the President and Chief Executive Officer;

2. December 1st, 2004 - December 31st, 2007:

For three years and one month since incorporation of DeepGulf, Inc., Marc Moszkowski receives no salary whatsoever despite DeepGulf, Inc.'s formal commitment and guarantee to the U.S. Government;

- Marc Moszkowski self-supports his professional activities out of pocket, to the tune of \$50,000 per year;

3. September 10th, 2007:

Marc Moszkowski receives an inquiry for a large ultra-deep-sea pipeline from Ronald Graeme Mitaxa, an Australian individual with Toke Consultants and Toke Petroleum in East Timor;

4. November 3rd, 2007:

While on a private 22 days camping journey around Australia from Sydney to Perth via the 6,000 miles northern route, Marc Moszkowski receives a call from an East Timorese businessman inviting him to visit East Timor;

5. November 11th, 2007:

Marc Moszkowski stops in Darwin, buys semi-formal attire, and flies to East Timor on his dime the next morning;

6. November 12th, 2007 to November 14th, 2007:

Marc Moszkowski stays three days in East Timor, where two East Timorese businessmen have arranged formal meetings in rapid succession with the President of the Republic, the Prime Minister, the Minister for Natural Resources, several other Ministers, the Speaker of Parliament, numerous Representatives, and several Ambassadors;

7. November 15th, 2007 to November 24th, 2007

Marc Moszkowski flies back to Darwin and resumes his private circumnavigation of Australia;

8. December 2007 and January-February 2008:

The two East Timorese businessmen make arrangements for a first contract with the Government of East Timor;

9. February 29th, 2008:

Marc Moszkowski travels back to East Timor, a country in turmoil, two weeks after an assassination attempt on both the President and the Prime Minister;

- Marc Moszkowski is formally offered in his name 33.33% of East Timorese enterprise Toke Oil and Gas S.A. and the position of President Director General;
- Marc Moszkowski keeps the ownership for the benefit of DeepGulf, Inc.;
- No option exists for foreign Marc Moszkowski to own more than 33.33%, let alone 100% of the company, which is already owned by the two local businessmen under several aliases;
- No option ever existed for tiny foreign un-capitalized DeepGulf, Inc. to own any share of the company, let alone 100%, which is already owned by the two local businessmen under several aliases;

10. March 20th, 2008:

Marc Moszkowski and the two Timorese co-owners sign the first contract with the Government of East Timor;

- DeepGulf, Inc. does not provide any financing for the first contract, worth \$5,200,000;
- All financing is secured locally;

11. 2010 to 2012:

After completion of the first contract, two more contracts are obtained in 2010-2011 and 2011-2012;

- DeepGulf, Inc. does not provide any financing for the second contract, worth \$3,000,000;
- All financing is secured locally;
- DeepGulf, Inc. does not provide any financing for the third contract, worth \$6,700,000;
- All financing is secured locally;

12. 2008 to 2012:

Without the local co-owners' essential knowledge of local government and politicians there would of course never have been any contract;

- DeepGulf, Inc., a small U.S.-based entity with no local capital or presence, would not have been able to independently secure even a basic meeting with East Timorese officials—let alone negotiate over \$14.9 million in government contracts;
- DeepGulf, Inc. did not provide any financing for any of the three contracts, worth \$14,900,000;
- All financing was secured locally;

13. 2008 to 2012:

Only **after** the first contract is secured, does DeepGulf, Inc.'s Chairman of the Board start raising capital for a total of \$657,000;

- DeepGulf, Inc.'s Chairman of the Board expends an amount equal to 75.54% of the capital, or \$496,328.82, on his own salaries (\$337,228.57), those of his assistants and secretaries (\$90,190.12), and rental for his office (\$68,910.13);
- DeepGulf, Inc.'s Chairman of the Board never requests Marc Moszkowski's assent for any of these expenses, although he later fabricates assent for the Chairman of the Board's salary;
- Marc Moszkowski never uses an assistant, a secretary, or an office;

14. 2008- 2012:

After the third contract Toke Oil and Gas S.A.'s cash-flow totals \$2,622,933.67;

15. 2008- 2012:

The two East Timorese directors, who own 66.67% of Toke Oil and Gas S.A., receive together \$1,304,764.22, or 49.7% of cash flow;

- For accounting reasons, the payment of 49.7% of cash flow is entered as salaries;

16. 2008- 2012:

Meanwhile, Marc Moszkowski causes DeepGulf, Inc. to receive \$1,318,169.45, or 50.3% of cash flow, for Marc Moszkowski's 33.33% ownership of Toke Oil and Gas S.A.;

- The amount comprises a bonus of \$ 339,674 (+34.71%) over what had been agreed on May 12th, 2008 between Toke Oil and Gas S.A. and DeepGulf, Inc.'s Chairman of the Board;
- Plaintiff DeepGulf, Inc. later claims in its pleadings, quite surprisingly, that it was entitled to 33.33% of net profit;
- Cash flow is always by necessity substantially greater than net profit;

17. 2010:

By this point, DeepGulf's total debt to Marc Moszkowski has reached approximately \$536,000, consisting of:

- \$360,000 in unpaid salaries (2005–2007),
- \$150,000 in personal cash advances to keep DeepGulf operational,
- \$26,000 from net consulting revenue earned from a French energy company and voluntarily assigned to DeepGulf.

This debt has accrued without any formal repayment plan, despite repeated assurances, and directly contributes to Marc Moszkowski's inability to pay required French tax obligations.

18. 2010-2011:

Marc Moszkowski not being able to pay his French taxes from his DeepGulf, Inc. salary only, one of the two East Timorese directors of Toke Oil and Gas S.A., Vicente Ximenes, offers to transfer a total of \$345,000 from the 49.7% East Timorese share to Marc Moszkowski for the payment of said taxes;

- Should the amount be ever repaid, it would obviously be to his originator, Vicente Ximenes;
- For accounting reasons, the payment is later entered as a salary;
- Marc Moszkowski informs DeepGulf, Inc. of the payments in due time and receives a written acknowledgment before the Statute of Limitation threshold;

19. March 2013:

DeepGulf, Inc. ceases to pay Marc Moszkowski's salaries, despite the formal commitment and the personal guarantee given to the U.S. Government by DeepGulf Inc.'s Chairman of the Board;

20. June 2013:

In conspiracy with a shareholder, DeepGulf, Inc.'s Chairman of the Board substitutes a fraudulent personal loan of \$50,000 at 17% interest for duly owed salaries, while Marc Moszkowski assigns to DeepGulf, Inc. twice as much in personal emoluments during the same period;

- Not a cent of the assignment of personal emoluments is used by DeepGulf, Inc. to pay Marc Moszkowski's salaries, while during the same period DeepGulf, Inc. expends \$36,847.50 on the salaries of the Chairman of the Board's personal assistants;
- In the same fashion as two years prior, the amount is used entirely by Marc Moszkowski to pay tax;
- In 2019 the shareholder places a court sanctioned lien on Marc Moszkowski's house for the equivalent of \$175,000 in 2025; the lien increases by 11.45% each and every year;

21. January 31st, 2018:

In a surprising reversal of the factual record, DeepGulf, Inc. accuses Marc Moszkowski of having personally stolen from DeepGulf, Inc. the sum of \$1,304,764.22—an amount that had in fact been paid directly by East Timorese Toke Oil and Gas S.A. to its East Timorese founders and legal owners;

22. April 3rd, 2018:

DeepGulf, Inc. sues Marc Moszkowski personally in State Court for treble the amount, or \$3,914,292.66

This timeline concludes the relevant sequence of events to date. All factual claims made herein are supported by documentary evidence already filed or available for inspection. It is submitted to assist the Court and any reviewing counsel in understanding the factual

background of this dispute, and is offered in support of all pending motions and trial preparation.

Respectfully submitted this 8th day of April, 2025

Marc Moszkowski, Pro Se

Email:

m.moszkowski@deepgulf.net

Le Verdos

83300 Châteaudouble, France

A handwritten signature in blue ink that reads "M. moszkowski". The "M." is smaller and positioned above the surname "moszkowski".

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 321R48005 DE: VICENTE XIMENES VILA VERDE MOTIF: SALARY MONTANT RECU: 50075,00 USD TAUX CHANGE: EUR/USD 1,35570 ORIGINE: 00000,00 USD	44 236,14	21-Nov-11	\$60,000	
2011	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 1,41560 ORIGINE: 75000,00 USD	52 970,89	27-May-11	\$75,000	
2011	08/02	08/02	VIR RECU 035R55931 DE: TOKE OIL AND GAS SA HOTEL DILI SUITE 1 66 RUA DOS MOTIF: PAYMENT OF SERVICES MONTANT RECU: 50000,00 USD TAUX CHANGE: EUR/USD 1,37200	36 443,15	+230 051,39	08-Feb-11	\$50,000
2010	24/06	24/06	VIR RECU 173R48601 DE: 101117978001 TOKE OIL AND GAS SA MOTIF: DIRECTOR FEE MONTANT RECU: 59965,00 USD TAUX CHANGE: EUR/USD 1,23830	48 425,26	+317 648,88	24-Jun-10	\$60,000
2010	12/01	12/01	VIR RECU 008R42486 DE: 101117978001 TOKE OIL AND GAS DILI EAST TIMOR MONTANT RECU: 59965,00 USD TAUX CHANGE: EUR/USD 1,23830	69 347,90	+434 682,40	12-Jan-10	\$100,000

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 :

BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires

GENERAL

RELEVE DE COMPTE

en euros

du 23 12 2009 au 21 01 2010

M. MARC MOSZKOWSKI
 LE VERDOS
 83300 CHATEAUDOUBLE

envoi 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: 99965,00 USD TAUX CHANGE: EUR/USD 1,44150 VIREMENT VIRT FAV.50138438 REG DECOUVERT		69 347,90	+454 892,40	12/01/10
12/01		5 000,00		-32 797,85	12/01/10
12/01	> FRAIS SUR VIR INTL RECU 008R42486 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		-39 357,42	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		-249 604,76	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

GENERAL

RELEVE DE COMPTE
en euros

du 23 12 2009 au 21 01 2010

envoie 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 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 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.

Filing range

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 31/12/2009

36303 solde précédent	+	588 points acquis	-	0 points utilisés	-	12584 points annulés	=	24307 * 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

Votre banque par téléphone : 3933 Perte ou vol de carte : 09 69 39 77 77

tarif au 01/01/06 : 0,34 € TTC/mn

appel non surtaxé

SOCIETE GENERALE
RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCIE SOCIETE GENERALE

Tél. :

REFERENCES BANCAIRES

Banque Agence Numéro de compte Clé

IDENTIFICATION INTERNATIONALE

IBAN :
BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires



RELEVE DE COMPTE

en euros

n°

du 23 06 2010 au 21 07 2010

M. MARC MOSZKOWSKI
LE VERDOS
83300 CHATEAUDOUBLE

BDB

envoi n° 7 page 1/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
24/06	SOLDE PRECEDENT	-463,79	48 425,26	-3.042,26 +317 648,88	24/06/10
24/06	VIR RECU 173R48601 DE: 1011179780001 TOKE OIL AND GAS SA MOTIF: DIRECTOR FEE MONTANT RECU: 59965,00 USD TAUX CHANGE: EUR/USD 1,23830	40,71 *		-267,04	24/06/10
24/06	> FRAIS SUR VIR INTL RECU 173R48601 REF 1733420 1 VIREMENT(S) POUR: 16,50 1 COMMISSION DE CHANGE POUR: 24,21 *** SOLDE AU 30/06/2010 +47 920 ,76 ***				
02/07	VIREMENT 50138438	40 000,00		-262 382,80	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 2705-3005	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		-70,84	02/07/10
02/07	CARTE X7272 14/06 MC DONALD'S	11,65		-76,42	02/07/10
02/07	CARTE X7272 16/06 LECLERC	64,32		-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.BREGUIERES 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 MOSKOWSKI

SOCIÉTÉ GÉNÉRALE

RELEVE DE COMPTE
en euros

n° [REDACTED]

du 23 06 2010 au 21 07 2010

BDB

envoi n° 7 page 2/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs ⁽¹⁾	Valeur
	NOUVEAU SOLDE			7.267,65	+47.672,66

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 e[REDACTED]

Code Client : M. MARC MOSKOWSKI [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 17,60%

(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.

Filigrane

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 30/06/2010

$$\boxed{29376} \text{ solde précédent} + \boxed{455} \text{ points acquis} - \boxed{0} \text{ points utilisés} - \boxed{0} \text{ points annulés} = \boxed{29831 *} \text{ nouveau solde}$$

*dont 7741 points à utiliser avant le 31/12/2010.

Depuis le 1er juin 2010, Nouveau barème de points Filigrane !

Retrouvez-le et commandez vos cadeaux sur www.particuliers.societegenerale.fr, E
Service Clientèle Filigrane : 09 69 36 7000 appel non surtaxé

Internet : [@www.societegenerale.fr](http://www.societegenerale.fr)



Votre banque par téléphone : 3933

tarif au 01/01/06 : 0,34 € TTC/mn

Perte ou vol de carte : 09 69 39 77 77

appel non surtaxé

SOCIÉTÉ GÉNÉRALE S.A. AU CAPITAL DE 927 662 690,00 EUR. SIÈGE SOCIAL, 29 BD HAUSSMANN, 75009 PARIS. 552 120 222 R.C.S. PARIS

SOCIETE GENERALE

RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE

Tél. : [REDACTED]

REFERENCES BANCAIRES

Banque Agence Numéro de compte Clé
[REDACTED]

IDENTIFICATION INTERNATIONALE

IBAN : [REDACTED]
BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires

GENERALE

RELEVE DE COMPTE

en euros

n° [REDACTED]

du 22 01 2011 au 21 02 2011

M. MARC MOSZKOWSKI
LE VERDOS
83300 CHATEAUDOUBLE

BDB

envoi n° 2 page 1/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	SOLDE PRECEDENT		432,61	+2.837,74	
25/01	CARTE X5147 RETRAIT DAB 22/01 20H54	40,00		-262,38	25/01/11
	CA DES SAVOIE 04842124				
26/01	CARTE X5147 RETRAIT DAB 25/01 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		-535,26	01/02/11
01/02	CARTE XS147 16/01 SULPICE TELE	10,80		-70,84	01/02/11
	COMMERCE ELECTRONIQUE				
01/02	CARTE X5147 19/01 LAGODA	25,87		-169,70	01/02/11
01/02	CARTE X5147 21/01 EUROSPORT	4,90		-32,14	01/02/11
	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 RECU 035R55931 DE: TOKE OIL AND GAD SA HOTEL DILI SUITE 1 56 RUA DOS MOTIF: PAYMENT OF SERVICES MONTANT RECU: 50000,00 USD TAUX CHANGE: EUR/USD 1,37200		36 443,15	+239 051,39	08/02/11
08/02	> FRAIS SUR VIR INTL RECU 035R55931 REF 0358003 1 VIREMENT(S) POUR: 16,50 1 COMMISSION DE CHANGE POUR: 18,22	34,72 *		-227,75	08/02/11
14/02	VIR RECU 041R49088 DE: MARC MICHEL MOSZKOWSKI 10440 DEERWOOD RD 337 MONTANT RECU: 5400,00 USD TAUX CHANGE: EUR/USD 1,37370		3 930,99	+25 785,60	14/02/11
14/02	VIREMENT VIRT FAV.01395/00050138438 ORDRE FAX	39 000,00		-255 823,23	14/02/11
14/02	> FRAIS SUR VIR INTL RECU 041R49088 REF 0415353 1 VIREMENT(S) POUR: 16,50 1 COMMISSION DE CHANGE POUR: 14,00	30,50 *		-200,07	14/02/11
	TOTAUX DES MOUVEMENTS	39 502,21	40 374,14		

AGENCE : NICE MUSICIENS
TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI



RELEVE DE COMPTE

en euros

n° [REDACTED]

du 22 01 2011 au 21 02 2011

BDB

envoi n° 2 page 2/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	NOUVEAU SOLDE		1.304,54	+8.557,22	

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 = 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 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.

Internet : @www.societegenerale.fr



Votre banque par téléphone : 3933

tarif au 01/01/06 : 0,34 € TTC/mn

Perte ou vol de carte : 09 69 39 77 77

appel non surtaxé

SOCIÉTÉ GÉNÉRALE S.A. AU CAPITAL DE 933 027 038,75 EUR. SIÈGE SOCIAL, 29 BD HAUSSMANN, 75009 PARIS. 552 120 222 R.C.S. PARIS

RA4-39G

Toke Oil and Gas activities in Timor-Leste

2008 to 2012

- Timor Sea Bathymetric Survey:.....slide 2
- Suai, Kammanasa and Beaco Surveys:.....slide 10
- Beaco LNG Survey:.....slide 24

Timor Sea Bathymetric Survey

March 2008 to February 2009

CLIENT: GOVERNMENT OF TIMOR-LESTE – SAMSUNG – STX
KOGAS – GS CALTEX

Contract value: \$5,200,000

The object of the project was to survey the Timor-Leste Offshore Exclusive Economic Zone plus a portion of the marine area held in common by Timor-Leste and Australia.

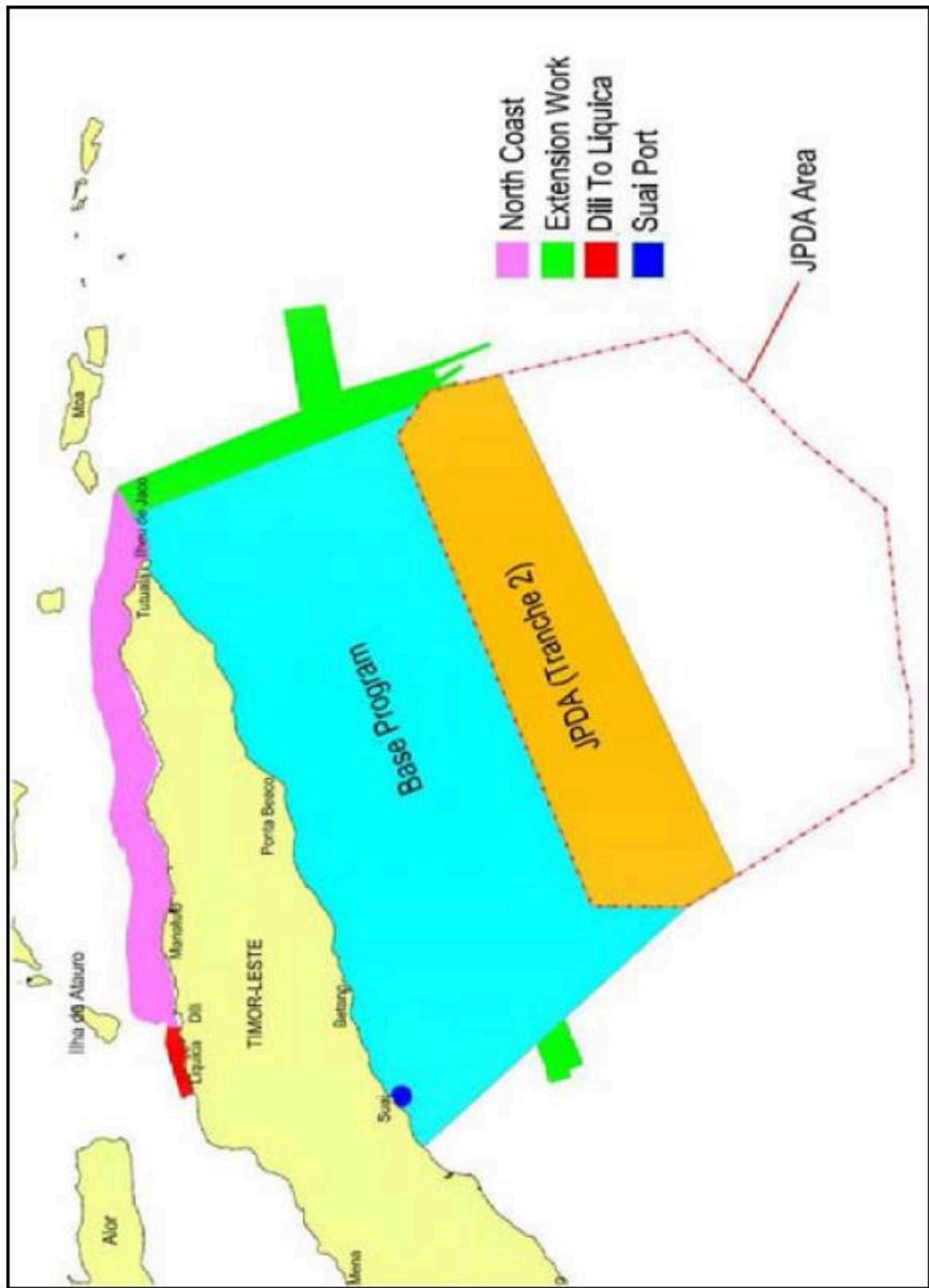
The survey was used to study the feasibility of a heavy deep pipeline across the Timor Sea.

The total surface area of the survey exceeded 43,000 sq. km (17,000 sq. mi.), making it one of the largest such survey to date. Water depths reached 3,300 m (11,000 ft).

Three survey ships were used, S/V's Ridley Thomas, Northern Light and Northern Prince.

A total of about 35 workers were present at any given time.

Bathymetric Survey Scope of Works



S/V Ridley Thomas, used from June to July 2008

5/42



S/V Northern Light, used from July to August 2008

6/42



S/V Northern Prince, used from October 2008 to February 2009

7/42



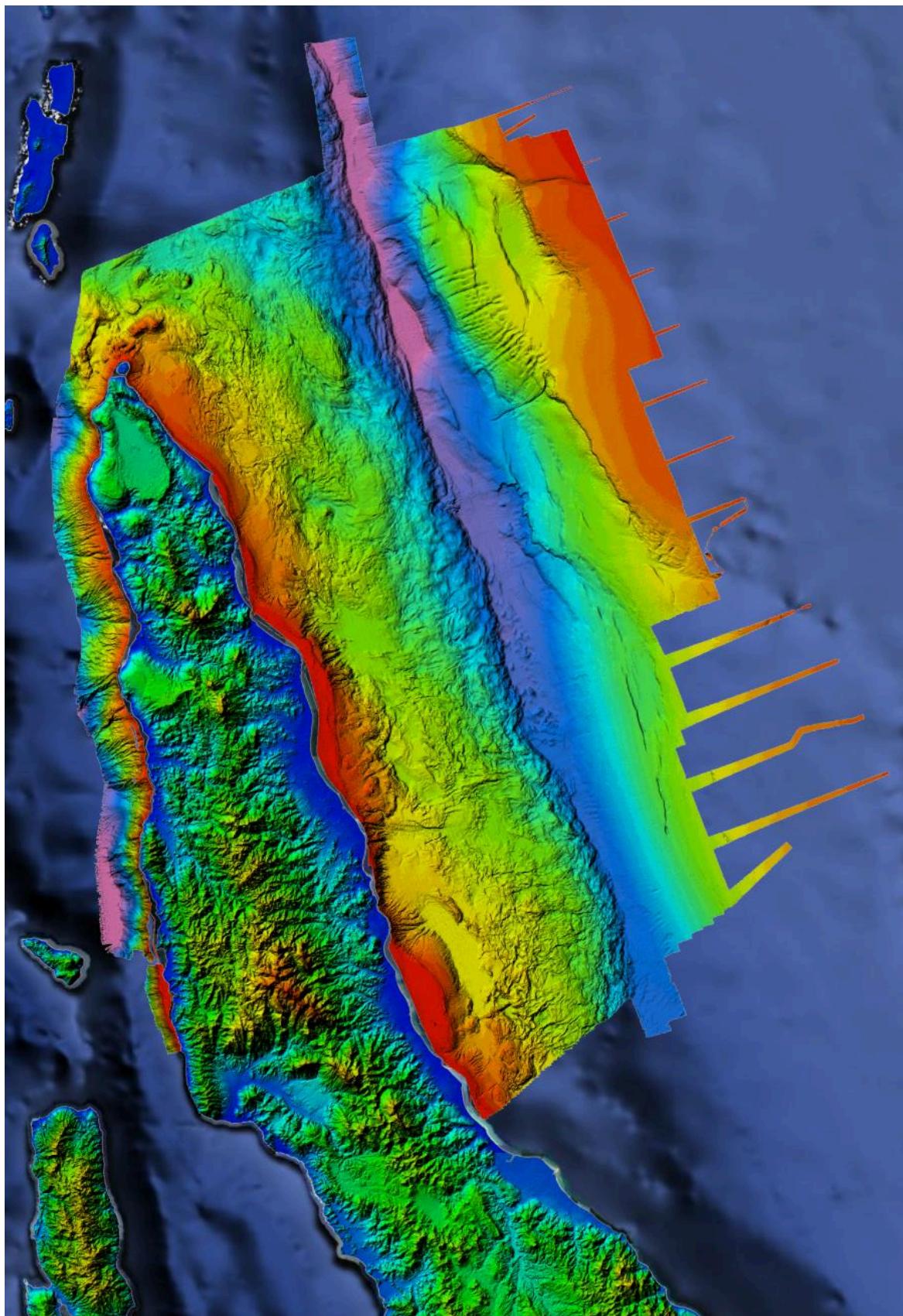
S/V Northern Prince, grounded on Suai reef between July 31 and August 17, 2008

8/42



Bathymetric Survey

9/42



3D Visualization of part of the Bathymetric Survey

Suai, Kammassa and Beaco Geophysical and Geotechnical Survey

November 2009 to March 2010

CLIENT: GOVERNMENT OF TIMOR-LESTE

Contract value: \$3,000,000

The purpose of the survey was to study the feasibility of ports in three locations, Suai, Kammanasa and Beaco.

9 land boreholes and 8 marine boreholes were drilled to 200 ft depth.

Two mobile drilling rigs were used onshore and a jack-up barge offshore, together with two assistance boats. Two LCT ships were used for transportation.

A total of 75 workers were present at any given time.





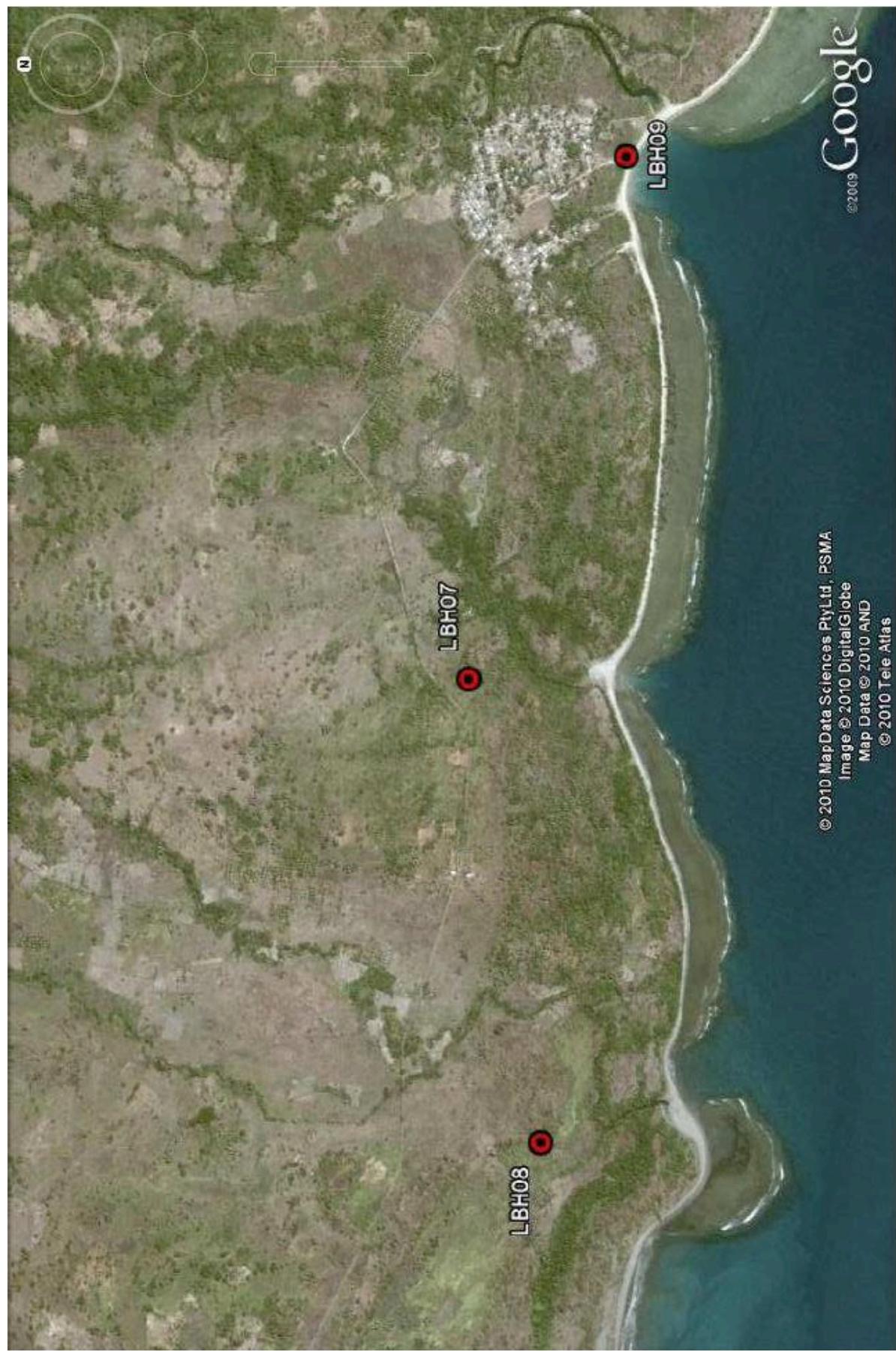
Suai: Marine Boreholes (MBH) and Land Boreholes (LBH)

Google
©2009

© 2010 Tele Atlas
© 2010 MapData Sciences PtyLtd, PS MA
© 2010 Europa Technologies
© 2010 Google. All Rights Reserved



Kammanasa: Marine Boreholes (MBH) and Land Boreholes (LBH)



Beaco: Land Boreholes (LBH)

©2009 Google

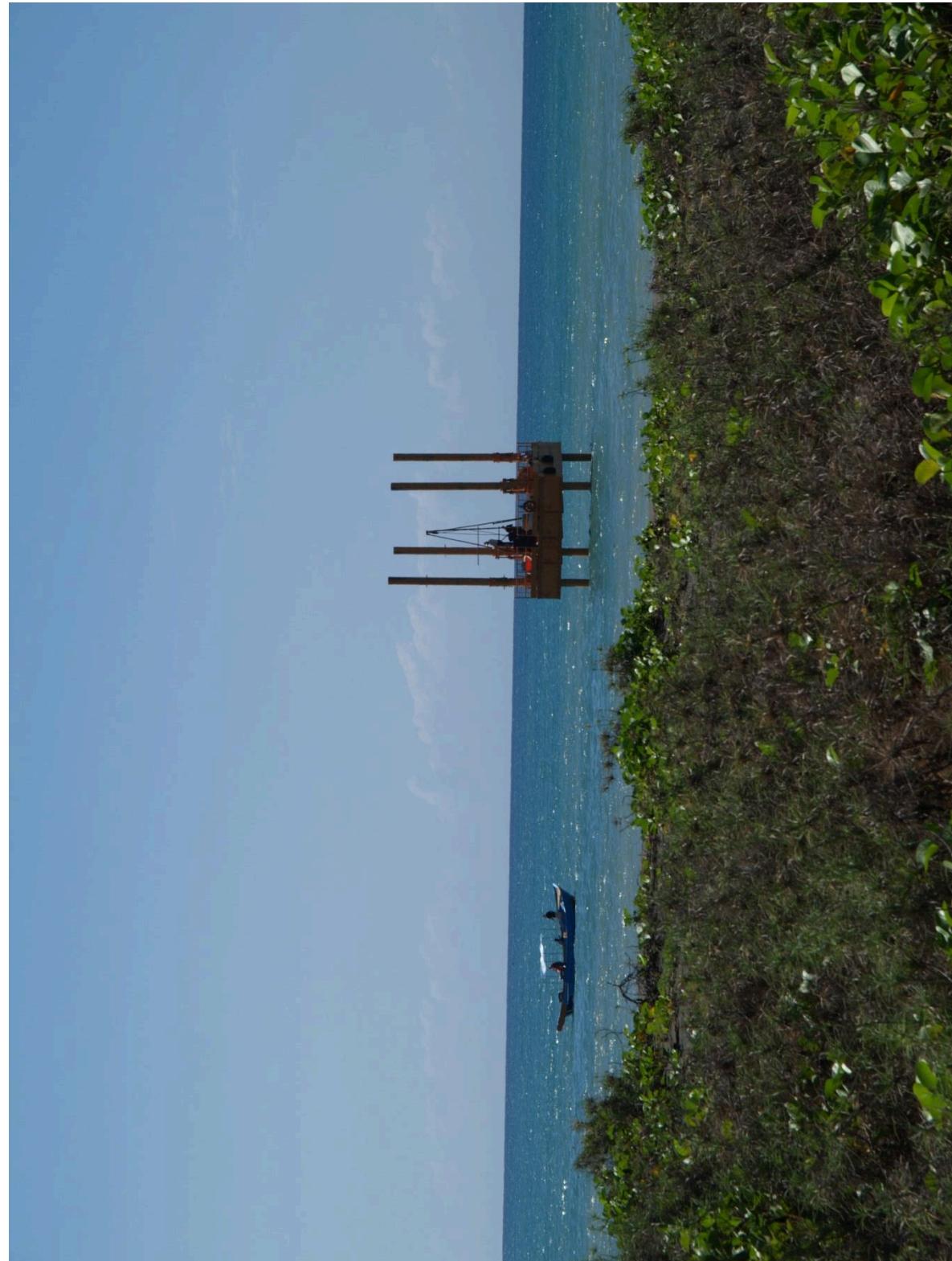
© 2010 MapData Sciences Pty Ltd, PSMA
Image © 2010 DigitalGlobe
Map Data © 2010 AND
© 2010 Tele Atlas

Crane on LCT ship helps assemble Jack-Up Barge



Jack-Up Barge used to drill marine boreholes

18/42



Jack-Up Barge used to drill marine boreholes

19/42

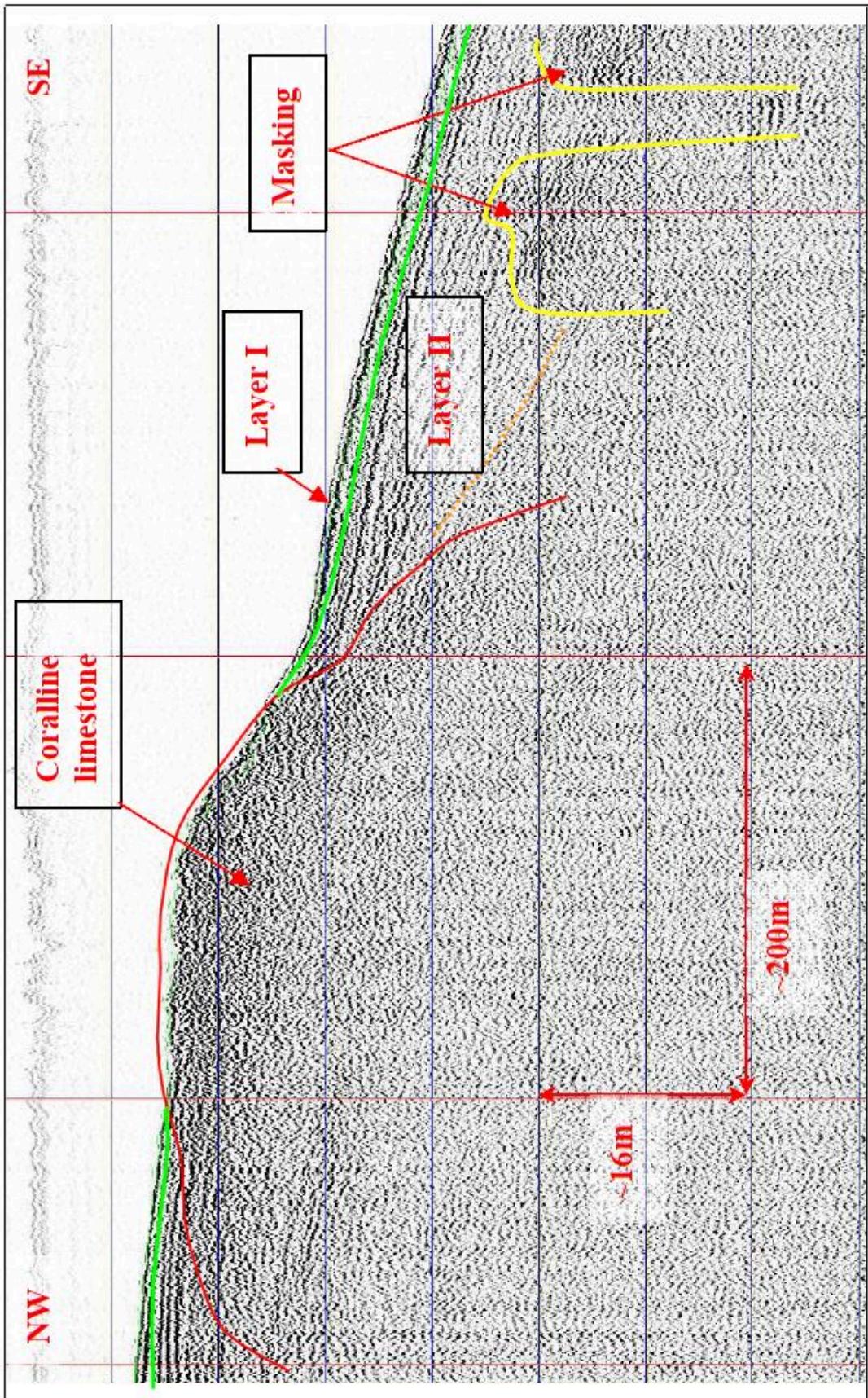




A mobile land drill rig

A sample of the seismic investigation offshore Suai

21/42





Earth works in Suai

Loading an LCT ship in Suai



Loading an LCT ship in Suai



Beaco LNG Geophysical, Geotechnical and Metocean Survey

November 2010 to June 2012

CLIENT: GOVERNMENT OF TIMOR-LESTE

Contract value: \$6,700,000

The object of the Beaco project was to investigate the feasibility of a Liquefied Natural Gas (LNG) plant.

The scope of work included a large geotechnical survey, the drilling of 30 land boreholes and CPT's (Cone Penetration Testing) and 24 marine boreholes and CPT's, a complete geophysical investigation and an extensive Metocean (meteorological and oceanographic) survey.

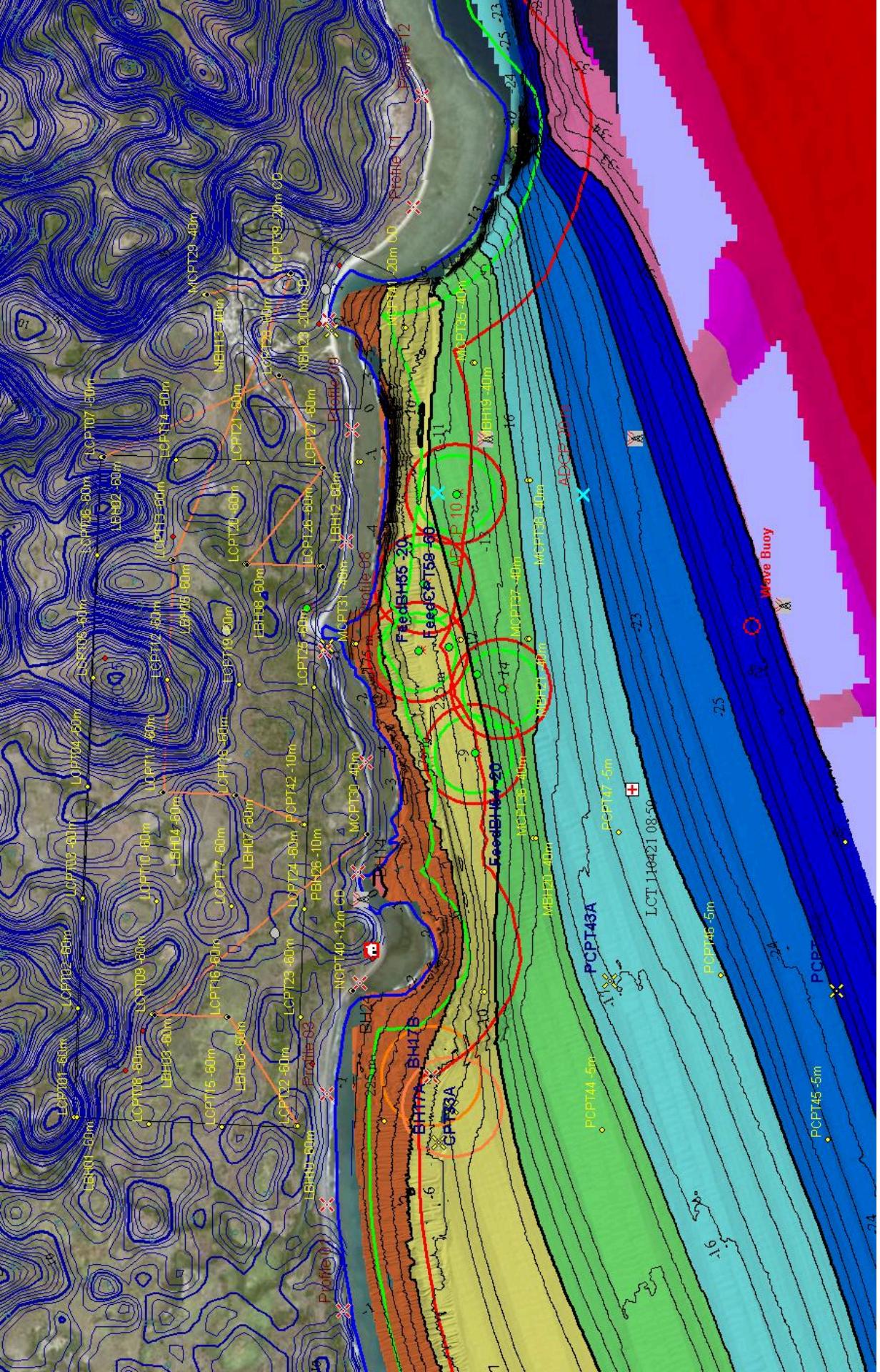
Marine operations were conducted using a 4 points anchored ship and 4 assistance boats. Land operations used 3 mobile drilling rigs and a 20 tons CPT laboratory truck. In addition, a nearshore drilling jack-up platform was used on the reefs.

A total of 150 workers were present on the project at any given time.



Google
2009

Beaco Survey Area and Scope of Works

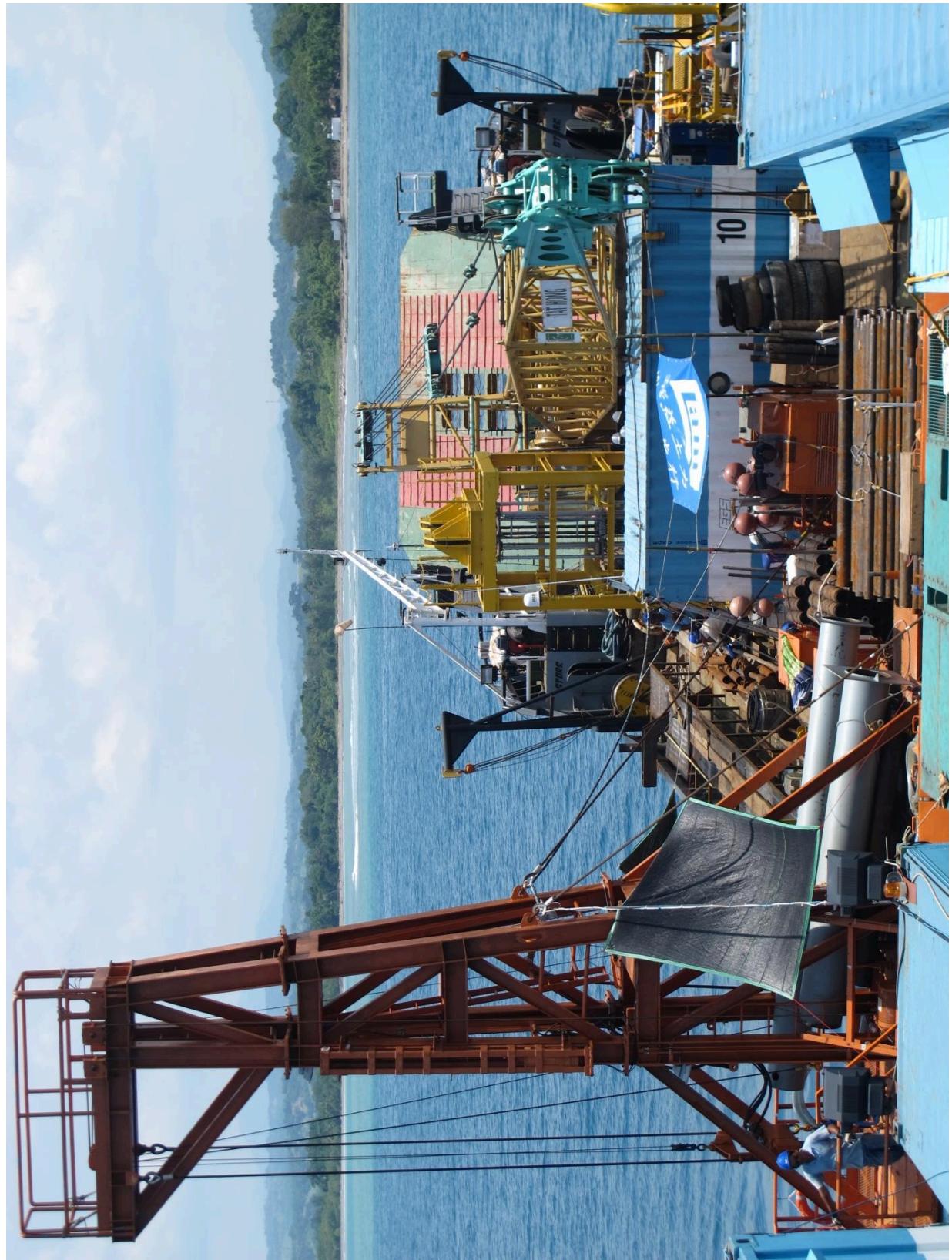


4 Points Mooring Drill-CPT Ship



Drilling Tower (left) and CPT System (yellow) with 80 ton crane

30/42



CPT System (yellow) and Drilling Tower (orange)

31/42



Deck of Drillship at dawn

32/42



Land Drilling Rig in Beaco





CPT Truck

Metocean station

35/42



3 of the 4 Assistance Boats and Metocean Deployment Unit

36/42

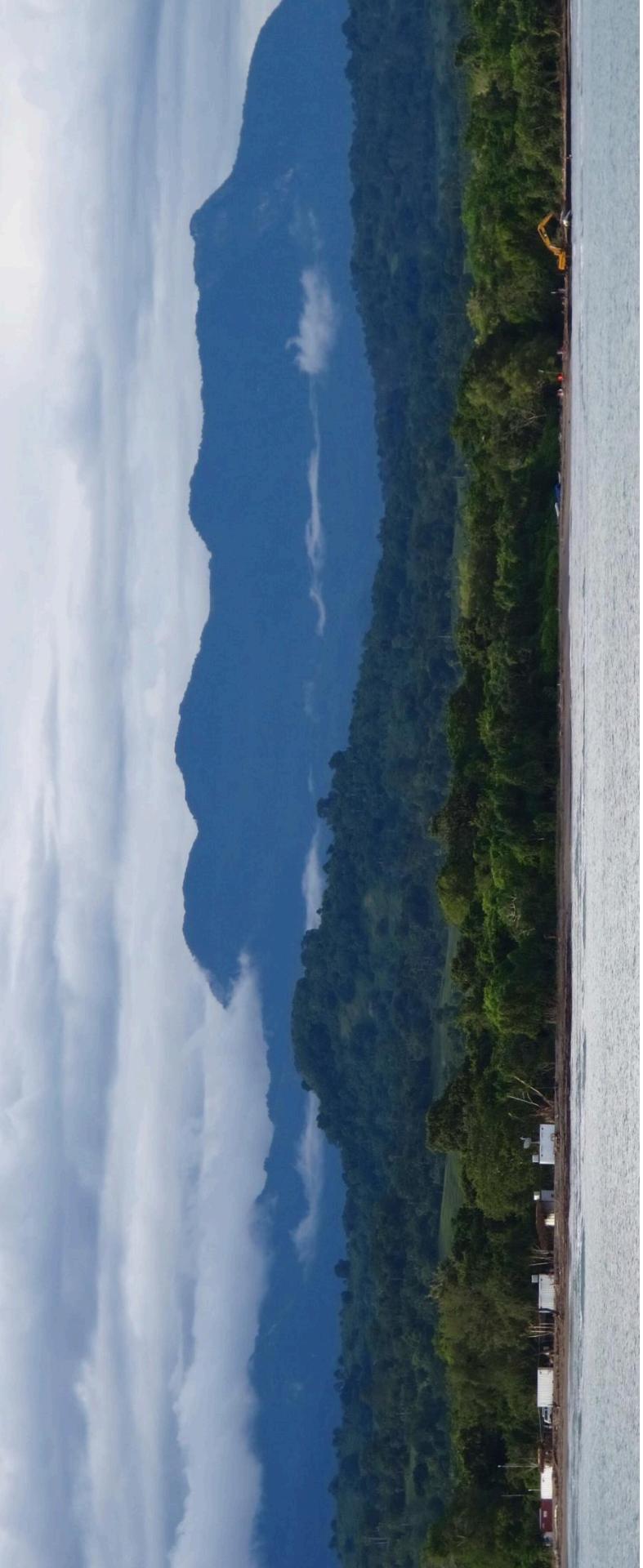


Nearshore Drilling Jack-up Platform on reef



Base Camp and Boat Launch Area

38/42



Management cabin

39/42



S/V Amertha used to conduct geophysical activities

Deployment of Metocean Equipment

41/42



An early visitor (*Crocodylus porosus*)





One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

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;

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 <small>(See instructions.)</small>	For the year Jan 1 - Dec 31, 2004, or other tax year beginning _____, 2004, ending _____, 20 _____			OMB No. 1545-0074	
	Your first name RUSTIN R HOWARD	MI	Last name	Your social security number 529-90-3650	
	If a joint return, spouse's first name MAUREEN W HOWARD	MI	Last name	Spouse's social security number 518-90-6066	
	Home address (number and street). If you have a P.O. box, see instructions. 431 C East Zarragossa Street			Apartment no.	Important! You must enter your social security number(s) above.
Use the IRS label. Otherwise, please print or type.	City, town or post office. If you have a foreign address, see instructions. Pensacola, FL 32502			State ZIP code	
Presidential Election Campaign <small>(See instructions.)</small>	► 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			You Spouse	
	Filing Status			4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ► MAUREEN W HOWARD	
	1 <input type="checkbox"/> Single 2 <input type="checkbox"/> Married filing jointly (even if only one had income) 3 <input checked="" type="checkbox"/> Married filing separately. Enter spouse's SSN above & full name here. ► MAUREEN W HOWARD			5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)	
Exemptions	6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a..... b <input type="checkbox"/> Spouse.....			Boxes checked on 6a and 6b 1	
	c Dependents:			No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instrs)	
	(1) First name _____ Last name _____			(2) Dependent's social security number _____	(3) Dependent's relationship to you _____
					(4) <input checked="" type="checkbox"/> Qualifying child for child tax credit (see instrs)
d Total number of exemptions claimed _____			Add numbers on lines above ► 1		
Income	7 Wages, salaries, tips, etc. Attach Form(s) W-2			7 5,078.	
	8a Taxable interest. Attach Schedule B if required..... b Tax-exempt interest. Do not include on line 8a. 8b			8a 132.	
	9a Ordinary dividends. Attach Schedule B if required..... b Qualified divs (see instrs)			9a	
	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. ► <input type="checkbox"/>			13 495.		
14 Other gains or (losses). Attach Form 4797.....			14		
15a IRA distributions 15a 3,000. b Taxable amount (see instrs)			15b 0.		
16a 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		
20a 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		
34a Alimony paid b Recipient's SSN..... ► 34a			34a		
35 Add lines 23 through 34a.....			35	0.	
36 Subtract line 35 from line 22. This is your adjusted gross income..... ► 36 6,708.			36		

Tax and Credits		37 Amount from line 36 (adjusted gross income)	37	6,708.
		38a 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		
		b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here..... ► 38b <input type="checkbox"/>	39	5,227.
		39 Itemized deductions (from Schedule A) or your standard deduction (see left margin).	40	1,481.
		40 Subtract line 39 from line 37.....	41	3,100.
		41 If line 37 is \$107,025 or less, multiply \$3,100 by the total number of exemptions claimed on line 6d. If line 37 is over \$107,025, see the worksheet in the instructions.....	42	0.
		42 Taxable income. Subtract line 41 from line 40. If line 41 is more than line 40, enter -0.....	43	0.
		43 Tax (see instrs). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972.....	44	0.
		44 Alternative minimum tax (see instructions). Attach Form 6251.....	45	0.
		45 Add lines 43 and 44.....		
		46 Foreign tax credit. Attach Form 1116 if required.....	46	
		47 Credit for child and dependent care expenses. Attach Form 2441.....	47	
		48 Credit for the elderly or the disabled. Attach Schedule R.....	48	
		49 Education credits. Attach Form 8863.....	49	
		50 Retirement savings contributions credit. Attach Form 8880.....	50	
		51 Child tax credit (see instructions).....	51	
		52 Adoption credit. Attach Form 8839.....	52	
		53 Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8859.....	53	
		54 Other credits. Check applicable box(es): a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Specify.....	54	
		55 Add lines 46 through 54. These are your total credits.....	55	
		56 Subtract line 55 from line 45. If line 55 is more than line 45, enter -0..... ► 56	57	0.
Other Taxes		57 Self-employment tax. Attach Schedule SE.....	58	
		58 Social security and Medicare tax on tip income not reported to employer. Attach Form 4137.....	59	100.
		59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required.....	60	
		60 Advance earned income credit payments from Form(s) W-2.....	61	
		61 Household employment taxes. Attach Schedule H.....	62	
		62 Add lines 56-61. This is your total tax..... See Statement 2 ► 150.	150.	250.
Payments		63 Federal income tax withheld from Forms W-2 and 1099.....	63	
		64 2004 estimated tax payments and amount applied from 2003 return.....	64	
		65a Earned income credit (EIC).....	65a	
		b Nontaxable combat pay election..... ► 65b		
		66 Excess social security and tier 1 RRTA tax withheld (see instructions).....	66	
		67 Additional child tax credit. Attach Form 8812.....	67	
		68 Amount paid with request for extension to file (see instructions).....	68	
		69 Other pmts from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885.....	69	
		70 Add lines 63, 64, 65a, and 66 through 69. These are your total payments..... ► 70		0.
Refund		71 If line 70 is more than line 62, subtract line 62 from line 70. This is the amount you overpaid.....	71	
Direct deposit? See instructions and fill in 72b, 72c, and 72d.		72a Amount of line 71 you want refunded to you..... ► 72a		
		b Routing number.....	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
		d Account number.....		
		73 Amount of line 71 you want applied to your 2005 estimated tax ► 73		
Amount You Owe		74 Amount you owe. Subtract line 70 from line 62. For details on how to pay, see instructions..... ► 74	250.	
		75 Estimated tax penalty (see instructions) 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		
		Designee's name ► Preparer	Phone no. ►	Personal identification number (PIN) ►
Sign Here Joint return? See instructions.		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.		
Keep a copy for your records.		You signature	Date	Your occupation EXECUTIVE
		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	Preparer's SSN or PTIN 133-38-5768
		Firm's name (or yours if self-employed) ► Tom Hatfield, CPA	EIN 133-38-5768	
		address, and ZIP code ► P.O. Box 1107 Dryden, NY 13053	Phone no. (607) 835-6300,	

A. Type of Loan

<input type="checkbox"/> FHA	<input type="checkbox"/> FmHA	<input type="checkbox"/> Conv. Unins.	6. File Number: 01344-104690	7. Loan Number: 78903242	8. Mortgage Ins. Case #:
------------------------------	-------------------------------	---------------------------------------	---------------------------------	-----------------------------	--------------------------

C 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 "OC" were paid outside the closing they are shown here for information purposes only and are not included in the total.

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 Labarre 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)	12,613.69	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		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	194.92	407. County taxes 12/03/2004 to 12/31/2004	194.92
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	372,808.61	420. Gross Amount Due Seller	360,194.92

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER : 500. REDUCTIONS IN AMOUNT DUE TO SELLER :

201. Deposit or earnest money	10,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	292,000.00	502. Settlement charges to seller (line 1400)	16,718.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff Mortgage to Wachovia Mortgage Corp. thru	298,960.33
205.		505. Payoff	
206.		506. 2004 Taxes	2,460.08
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/For Borrower 302,000.00 520. Total Reduction Amount Due Seller 318,138.91

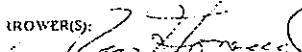
00. CASH AT SETTLEMENT FROM/TO BORROWER : 600. CASH AT SETTLEMENT TO/FROM SELLER :

01. Gross Amount due from borrower (line 120)	372,808.61	601. Gross amount due to seller (line 420)	360,194.92
02. Less amounts paid by/for borrower (line 220)	302,000.00	602. Less reductions in amt. due seller (line 520)	318,138.91
03. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	70,808.61	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	42,056.01

SETTLEMENT STATEMENT

Total Sales Broker's Commission based on price	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
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		
1. 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		
2. 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 1		
8. Title Insurance To: American Pioneer Title Insurance Company & ES&C	6,398.25	
Includes above item numbers 7		
1. Lender's coverage @		
1. Owner's coverage 1,529,226.28 @ 6,398.25		
1.		
2.		
3. Overnight Courier & Handling Fees To: ES&C GL 600 10 Acc.		40.00
3. 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	
4. Recording Releases To: ES&C GL 600 10 Acc.		12.00
5. Record Assignment of Lease To: Clerk of the Court	10.50	
5. Recvd Power of Attorney To: Clerk of the Court		6.00
4. ADDITIONAL SETTLEMENT CHARGES		
1. Survey		
2. Pest inspection To: Superior Termite & Pest Management		75.00
3. SRIA Lease (3/4/04-3/3/05) To: Santa Rosa Island Authority	1,293.82	
4. Home Warranty To: American Home Shield		550.00
5. Home Inspection To: David Walker Home Inspection Service	300.00	
5. A/C Inspection To: M.D. Air Conditioning		55.00
1. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	8,642.57	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 records and disbursements made on my part or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BORROWER(S): 
JOHN R. HOWARD

SELLER(S): 
JOHN R. CLARK

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.

Date: 4/21/04

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 fees) have been paid or will be paid upon receipt of final bills.

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.

Type of Loan:			
<input checked="" type="checkbox"/> FHA	<input type="checkbox"/> Conventional	<input type="checkbox"/> VA	<input type="checkbox"/> Conventional
6. File Number: 00451-098512		7. Loan Number:	
		8. Mortgage Ins. Case #:	
NOTE: This form is furnished to give the statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked PVC were paid outside the closing; they are shown here for information purposes only and are not included in the totals.			
NAME AND ADDRESS OF BORROWER: RUSTIN 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: 02/27/2004		DISBURSEMENT DATE: 02/27/2004	
SUMMARY OF BORROWER(S) TRANSACTION		K. 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)	8,642.57	403. .	
4. .		404. .	
5. .		405. .	
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	21.21
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			
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	35,314.40	520. 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)	35,314.40	602. Less reductions in amt. due seller (line 520)	379,476.49
3. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	1,502,575.66	603. Cash <input checked="" type="checkbox"/> X <input type="checkbox"/> To <input type="checkbox"/> From Seller	1,149,771.00

L.

SETTLEMENT CHARGES

GROSS AMOUNTS

	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 @ \$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	
100. 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	
100. TITLE CHARGES		
101. Settlement or closing fee To: Emmanuel, Sheppard & Condon	250.00	
102. Abstract or title search To: Attorneys Title Insurance Fund	35.00	
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	1,900.00	
(Includes above item numbers:)		
109. Lender's coverage 92,000.00 @ 25.00		
110. Owner's coverage 360,000.00 @ 1,875.00		
111. Alta Form 8.1 FF9 To: Attorneys Title Insurance Fund & ES&C	215.00	
12.		
13. Overnight Courier & Handling Fees To: ES&C GL 600 10 Acct	20.00	20.00
100. GOVERNMENT RECORDING AND TRANSFER CHARGES		
01. Recording fees: Deed \$10.00 Mortgage \$0.00 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		18.50
10. ADDITIONAL SETTLEMENT CHARGES		
11. Survey To: Lands End Surveying, Inc.		385.00
12. Pest inspection To: Superior Termite & Pest Management		75.00
13. Termite Treatment To: Superior Termite & Pest Management		917.00
14. Home Inspection To: C. A. Capital Corp. \$300 POC by Buyer to C. A. Capital Corp.		
15. Payoff #70701017752 To: CBCS/Cornell University	65.00	
16. Payoff \$359 \$188 \$144 & \$84 To: CBCS/Medical	775.00	
17. Payoff #1401600100000 To: Verizon Wireless	235.45	
0. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	12,613.65	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 part or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BUYER(S):

K. Howard
L. HOWARD By: Kathleen W. Howard

SELLER(S):

Donna Lee
DONNA LEE By: Donna Lee

Hugh Green W. Howard, his atty-in-fact Kathleen L. Tanner, her atty-in-fact
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

I have been charged based on taxes for the year. Any reparation will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and
phone less) have been paid or will be paid upon receipt of final bills.
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.

Date: 12/10/04

DeepGulf, Inc.

700 South Palafox Street
Pensacola, Florida 32502
Phone (850) 470-9383
Fax (850) 437-5890



May 12, 2008

Pursuant to the verbal agreement entered between the parties in January of 2008 and the subsequent signature of the Bathymetric Survey Services Agreements between EGS and Toke Oil & Gas and Toke Oil & Gas and the Joint Bathymetric Consortium, the present agreement is formally entered on this day between:

Toke Oil & Gas S.A. of Lecidere-Dili, Timor-Leste and DeepGulf Inc. of Pensacola, FL, USA

Toke Oil & Gas agrees to pay DeepGulf Inc. a series of fees for the Project Management Services that DeepGulf Inc. started providing on March 20th, 2008. Said fees will be equal to 10% (ten percent) of each of EGS's invoices to Toke Oil & Gas regarding the above mentioned Bathymetric Survey Services Agreement.

A blue ink signature of 'Rus Howard'.

On behalf of DeepGulf Inc.
Rus Howard, Chairman

On behalf of Toke Oil & Gas, S.A
Vicente Ximenes, Vice-President Director General
Gino Favaro, Vice-President Director General