

**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 NOTICE OF FILING DEFENDANT'S DECLARATION
FOR THE RECORD REGARDING JURISDICTION, DOMICILE, AND
STANDING**

COMES NOW the Defendant, Marc Moszkowski, Pro Se, and hereby
gives notice of the filing of the following document in the above-captioned
matter:

**Defendant's Declaration for the Record Regarding Jurisdiction,
Domicile, and Standing**

Respectfully submitted on this 5th day of May, 2025.

Marc Moszkowski, Pro Se
Email: m.moszkowski@deepgulf.net
Le Verdos
83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 5th day of May, 2025, a copy of this Notice 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

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**DEFENDANT'S DECLARATION FOR THE RECORD REGARDING
JURISDICTION, DOMICILE, AND STANDING**

To dispel any lingering misconceptions or willful misrepresentations, particularly those previously introduced into the record by opposing counsel, the following points clarify my legal and personal position:

1. I did not abscond, as falsely alleged in a prior filing by Attorney Braden K. Ball.
2. I left the United States in February 2017 because my visa, sponsored by Plaintiff DeepGulf, Inc., was not renewed. My departure occurred nearly a year *before* Plaintiffs filed their complaint.

3. I am not a U.S. citizen, nor am I a resident of the United States, let alone the State of Florida.
4. I am a citizen and permanent resident of the French Republic, a sovereign country governed by a legal system entirely distinct from that of the State of Florida.
5. My current domicile is more than 5,000 miles from Pensacola, Florida. I am also, at present, indigent — not by choice, but because I expended the entirety of my modest assets on defending against this meritless litigation, only to see the rules manipulated post-facto to nullify my federal court victory.
6. The intellectual property I authored is not protected by patent or enforceable rights anywhere except within the United States.
7. Despite the foregoing, I chose not to ignore the Florida lawsuit — even though I was virtually immune from enforcement proceedings — because I consider this lawsuit not merely unlawful, but a profound abuse of judicial process, and I was determined to confront it on principle.
8. I could have ignored the litigation and allowed a default judgment, but instead engaged protractedly and at great cost, including nearly

\$100,000 in legal fees that were squandered due to procedural subterfuge.

9. By contrast, the Plaintiff Corporation (of which I hold ~49%) has expended shareholder funds borrowed from wealthy insiders to prosecute claims it knows to be false, while refusing to repay \$1,365,500 it owes me in salaries, expense reimbursements, and third-party funds I assigned for its benefit.
10. According to the official interest rate published by the Florida Chief Financial Officer (9.15% as of April 2025), the corporation now owes me \$4,984,982 in accrued compensation and reimbursements — entirely unrefuted by the Plaintiffs, and fully supported by documentary evidence, including Exhibit M and the Timeline of Payments, attached as Exhibit BC.

That I chose to pick up the gauntlet in the First Judicial Circuit of Florida instead can certainly not be interpreted as an admission of guilt and jurisdiction.

It is a declaration of conscience.

There would have been no doubt in any sensible legal mind that the filing of an absurd lawsuit supported entirely on imaginary or fabricated

evidence, moreover long past the threshold of the Statute of Limitations, and against a Defendant outside the Court's jurisdiction made the litigation not only fraudulent, but also trebly irrational.

For the avoidance of doubt, nothing in this Declaration should be construed as a renunciation of my right — or my resolve — to seek full judicial review, including through all available appellate and supervisory channels, both in the State of Florida and beyond. I will not rest until every legal remedy has been exhausted and every abuse brought to light.

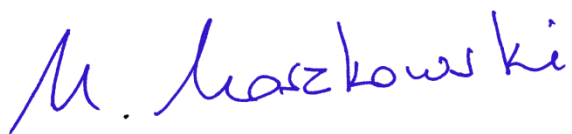
Attached:

-EXHIBIT M;

-EXHIBIT BC, TIMELINE OF PAYMENTS (2004-2025)

I declare under penalty of perjury under the laws of the United States and the State of Florida that the foregoing is true and correct to the best of my knowledge, and submit this Declaration for the record this 5th day of May, 2025, from my place of residence in the French Republic.

Executed this 5th day of May, 2025



Respectfully submitted this 5th day of May, 2025,

Marc Moszkowski, Pro Se
Email: m.moszkowski@deepgulf.net
Le Verdos
83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 5th day of May, 2025, a copy of this Declaration has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.



Jeffrey W. Goldman | 617 348 3025 | jgoldman@mintz.com

August 12, 2005

EV39216046305

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

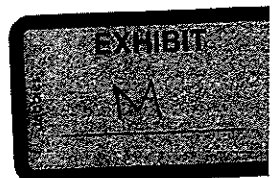
PLEASE NOTIFY THE CONSULATE IN PARIS, FRANCE

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



MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

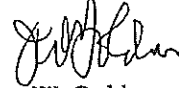
August 12, 2005

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: _____

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.)	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	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. Apartment no. 431 C East Zarragossa Street			▲ Important! ▲ You must enter your social security number(s) above.
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? You ☐ Yes ☒ No Spouse ☐ Yes ☐ No

Filing Status

1 ☐ Single 4 ☐ 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.

2 ☐ Married filing jointly (even if only one had income)

3 ☒ Married filing separately. Enter spouse's SSN above & full name here. **MAUREEN W HOWARD** 5 ☐ Qualifying widow(er) with dependent child (see instructions)

Check only one box.

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a. Boxes checked on 6a and 6b **1**

b ☐ Spouse.

c Dependents:		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> 1 qualifying child for child tax credit (see instrs)
(1) First name	Last name			
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

If more than four dependents, see instructions.

d Total number of exemptions claimed **1**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2. 7 **5,078.**

8a Taxable interest. Attach Schedule B if required. 8a **132.**

b Tax-exempt interest. Do not include on line 8a. 8b

9a Ordinary dividends. Attach Schedule B if required. 9a

b Qualified dividends (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 **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

35 Add lines 23 through 34a. 35 **0.**

36 Subtract line 35 from line 22. This is your adjusted gross income. 36 **6,708.**

Tax and Credits	37 Amount from line 36 (adjusted gross income).....	37	6,708.
Standard Deduction for - • People who checked any box on line 38a or 38b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, \$4,850 Married filing jointly or Qualifying widow(er), \$9,700 Head of household, \$7,150	38a Check <input type="checkbox"/> You were born before January 2, 1940, <input type="checkbox"/> Blind. Total boxes checked ▶ 38a <input type="checkbox"/> if: <input type="checkbox"/> Spouse was born before January 2, 1940, <input type="checkbox"/> Blind. <input type="checkbox"/> 38b <input type="checkbox"/> b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here.....		
	39 Itemized deductions (from Schedule A) or your standard deduction (see left margin).....	39	5,227.
	40 Subtract line 39 from line 37.....	40	1,481.
	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.....	41	3,100.
	42 Taxable income. Subtract line 41 from line 40. If line 41 is more than line 40, enter -0-.....	42	0.
	43 Tax (see instrs) Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972.....	43	0.
	44 Alternative minimum tax (see instructions). Attach Form 6251.....	44	0.
	45 Add lines 43 and 44.....	45	0.
	46 Foreign tax credit. Attach Form 1116 if required.....	46	
	47 Credit for child and dependent care expenses. Attach Form 2441.....	47	
Other Taxes	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	0.
	57 Self-employment tax. Attach Schedule SE.....	57	
Payments	58 Social security and Medicare tax on tip income not reported to employer. Attach Form 4137.....	58	
	59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required.....	59	100.
	60 Advance earned income credit payments from Form(s) W-2.....	60	
	61 Household employment taxes. Attach Schedule H.....	61	
	62 Add lines 56-61. This is your total tax..... See Statement 2.....	62	250.
	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 <input type="checkbox"/>		
	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 Direct deposit? See instructions and fill in 72b, 72c, and 72d.	71 If line 70 is more than line 62, subtract line 62 from line 70. This is the amount you overpaid.....	71	
	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.....		
Amount You Owe	73 Amount of line 71 you want applied to your 2005 estimated tax.....	73	
	74 Amount you owe. Subtract line 70 from line 62. For details on how to pay, see instructions.....	74	250.
Third Party Designee	75 Estimated tax penalty (see instructions).....	75	
	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.	Designee'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	Your occupation
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation
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	Check if self-employed <input checked="" type="checkbox"/>	
	Address, and ZIP code ▶ P.O. Box 1107	EIN ▶ 133-38-5768	
	Dryden, NY 13053	Phone no. ▶ (607) 835-6300	

A.

B. Type of Loan

1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FmHA 3 <input type="checkbox"/> Conv. Unins.	6. File Number 01344-104690	7. Loan Number: 78903242	8. Mortgage Ins. Case #:
4 <input type="checkbox"/> VA 5 <input type="checkbox"/> Conv. Ins.			

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 "00" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

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 Pensacola Pines, FL 33025

F. NAME AND ADDRESS OF LENDER:

WHITNEY NATIONAL BANK 410 Labarre Road Jefferson, LA 70121

G. PROPERTY LOCATION:

431-B East Zarragossa 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

100. GROSS AMOUNT DUE FROM BORROWER :

101. Contract sales price	360,000.00
102. Personal Property	
103. Settlement charges to borrower (line 1400)	12,613.69
104.	
105.	
Adjustments for items paid by Seller in advance	
106. City/town taxes	
107. County taxes 12/03/2004 to 12/31/2004	194.92
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due From Borrower	372,808.61

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER :

201. Deposit or earnest money	10,000.00
202. Principal amount of new loan(s)	292,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by Seller in advance	
30. City/town taxes	
31. County taxes	
32. Assessments	
33.	
34.	
35.	
36.	
37.	
38.	
39.	
20. Total Paid By/For Borrower	302,000.00

00. CASH AT SETTLEMENT FROM/TO BORROWER :

01. Gross Amount due from borrower (line 120)	372,808.61
22. Less amounts paid by/for borrower (line 220)	302,000.00
03. Cash [X]From []To Borrower	70,808.61

K. SUMMARY OF SELLER(S) TRANSACTION

400. GROSS AMOUNT DUE TO SELLER :

401. Contract sales price	360,000.00
402. Personal Property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. City/town taxes	
407. County taxes 12/03/2004 to 12/31/2004	194.92
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due Seller	360,194.92

500. REDUCTIONS IN AMOUNT DUE TO SELLER :

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	16,718.50
503. Existing loan(s) taken subject to	
504. Payoff Mortgage to Wachovia Mortgage Corp. thru	298,960.33
505. Payoff	
506. 2004 Taxes	2,460.08
507.	
508.	
509.	
Adjustments for items unpaid by Seller in advance	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	318,138.91

600. CASH AT SETTLEMENT TO/FROM SELLER :

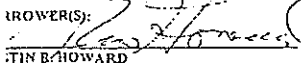
601. Gross amount due to seller (line 420)	360,194.92
602. Less reductions in amt. due seller (line 520)	318,138.91
603. Cash [X]To []From Seller	42,056.01

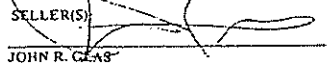
SETTLEMENT STATEMENT

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		
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, Han		350.00
Includes above item numbers: I		
8. Title Insurance To: American Pioneer Title Insurance Company & ES&C	6,398.25	
Includes above item numbers: J		
9. Lender's coverage @		
1. Owner's coverage 1,529,226.28 @ 6,398.25		
2.		
3. Overnight Courier & Handling Fees To: ES&C GL 600.10 Acct.		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 Acct.		12.00
5. Record Assignment of Lease To: Clerk of the Court	10.50	
6. Record 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	
6. 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 have 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.

BORROWER(S):

 TINA B. HOWARD

SELLER(S):

 JOHN R. GLAS

UD-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 intent.


 Emmanuel, Sheppard & Condon
 Date: 4/21/04

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 phone 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 more: Title 18 U.S. Code Section 1001 and Section 1010.

Type of Loan			
1 FHA 2 1 1 FmHA 3 1 1 Conv Unins		6 File Number:	7 Loan Number:
1 VA 3 1 1 Conv Ins		00451-098512	8 Mortgage Ins Case #
<small>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 "NOT" were paid outside the closing. They are shown here for information only and are not included in the totals.</small>			
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:		PLACE OF SETTLEMENT:	
Emmanuel, Sheppard & Condon (850) 433-6581 Contact: Janet Rogers		30 S. Spring Street Pensacola, FL 32501	
SETTLEMENT DATE:		DISBURSEMENT DATE:	
02/27/2004		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		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
10.		410.	
11.		411.	
12.		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	
10. City/town taxes		510. City/town taxes	
11. County taxes		511. County taxes	
12. Assessments		512. Assessments	
13. 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
14.		514.	
15.		515.	
16.		516.	
17.		517.	
18.		518.	
19.		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 [X]From []To Borrower	1,502,575.66	603. Cash [X]To []From Seller	1,149,771.00

L.

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		13,689.00
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 @ 51/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	
000. RESERVES DEPOSITED WITH LENDER		
001. Hazard insurance 3 months @ 159.42 per month To: WHITNEY NATIONAL BANK	478.26	
002. Mortgage insurance		
003. City property taxes		
004. County property taxes 4 months @ 211.35 per month To: WHITNEY NATIONAL BANK	845.40	
005. Annual assessments		
006.		
007.		
008. 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	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	1,900.00	
(Includes above item numbers:)		
09. Lender's coverage 292,000.00 @ 25.00		
10. Owner's coverage 360,000.00 @ 1,875.00		
11. 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
00. 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
20. ADDITIONAL SETTLEMENT CHARGES		
21. Survey To: Lands End Surveying, Inc.		385.00
22. Pest inspection To: Superior Termite & Pest Management		75.00
23. Termite Treatment To: Superior Termite & Pest Management	917.00	
24. Home Inspection To: C. A. Capital Corp. \$300 POC by Buyer to C. A. Capital Corp.		
25. Payoff #70701017752 To: CBCS/Cornell University	65.00	
26. Payoff \$359 \$188 \$144 & \$84 To: CBCS/Medical	775.00	
27. Payoff #1401600100000 To: Verizon Wireless	235.45	
0. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	12,613.69	16,718.50

I have 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):

R. Howard
L. HOWARD By: *Madgreen W. Howard*

SELLER(S):

Donna Lee
DONNA LEE By: *Kathleen I. Tanner*

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
Emmanuel, Sheppard & Condon

12/03/04
Date

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

WARNING: 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 more see Title 18 U.S. Code Section 1001 and Section 1010.

<i>Line item</i>	<i>Year</i>	<i>Event</i>	<i>Salaries due by DeepGulf to Moszkowski</i>	<i>Salaries paid by DeepGulf to Moszkowski</i>	<i>Salary advances by DeepGulf to Moszkowski</i>	<i>Expenses paid by Moszkowski on behalf of DeepGulf</i>	<i>Moszkowski's personal income from Geoccean, paid to DeepGulf</i>	<i>Reimbursement due of legal expenses by DeepGulf to Moszkowski</i>	<i>Illegal loan debt</i>	<i>[Vicente Ximenes' personal out-of-pocket contribution to Moszkowski's taxes]</i>	Accrued net amounts due by DeepGulf to Moszkowski according to interest rate IR <i>Note 1: as of April 1, 2025, the current Judgment Interest Rate, as decreed by the Florida CFO is 9.15%</i> <i>Note 2: 11.45% is the rate applied by the shareholder associate of DeepGulf's Rustin Howard in his litigations against Moszkowski</i> at 0.00% IR at 9.15% at 11.45%		
7	2010	Second Timor Contract	\$132,000	-\$132,000			\$26,000			[\$210,000]	\$536,000	\$820,512	\$909,357
8	2011	Third Timor Contract	\$132,000	-\$132,000						[\$135,000]	\$536,000	\$895,588	\$1,013,478
9	2012	Third Timor Contract	\$132,000	-\$132,000			\$4,000				\$540,000	\$981,901	\$1,133,980
10	2013		\$132,000	Nil	-\$33,000 -\$50,000		\$70,250				\$659,250	\$1,201,906	\$1,396,724
11	2014		\$132,000	Nil			\$25,250				\$816,500	\$1,483,519	\$1,731,904
12	2015		\$132,000	Nil							\$948,500	\$1,763,339	\$2,077,321
13	2016		\$132,000	Nil							\$1,080,500	\$2,068,762	\$2,462,289
14	2017	U.S. visa expiration	\$15,000	Nil							\$1,095,500	\$2,274,426	\$2,760,938
15	2018	Florida State Court / U.S. District Court									\$1,095,500	\$2,482,536	\$3,077,066
16	2019	U.S. District Court						\$95,000			\$1,190,500	\$2,813,381	\$3,535,267

Line item	Year	Event	Salaries due by DeepGulf to Moszkowski	Salaries paid by DeepGulf to Moszkowski	Salary advances by DeepGulf to Moszkowski	Expenses paid by Moszkowski on behalf of DeepGulf	Moszkowski's personal income from Geoccean, paid to DeepGulf	Reimbursement due of legal expenses by DeepGulf to Moszkowski	Illegal loan debt	[Vicente Ximenes' personal out-of-pocket contribution to Moszkowski's taxes]	Accrued net amounts due by DeepGulf to Moszkowski according to interest rate IR
17	2020	Appeal by Plaintiff in U.S. Court of Appeals									Note 1: as of April 1, 2025, the current Judgment Interest Rate, as decreed by the Florida CFO is 9.15% Note 2: 11.45% is the rate applied by the shareholder associate of DeepGulf's Rustin Howard in his litigations against Moszkowski at 0.00% IR at 9.15% at 11.45%
18	2021	Case remanded to Florida State Court									\$1,190,500 \$3,070,805 \$3,940,055 \$1,190,500 \$3,351,784 \$4,391,192
19	2022										\$1,190,500 \$3,658,472 \$4,893,983 \$1,365,500 \$4,184,235 \$5,649,382
20	2023						\$175,000				\$1,365,500 \$4,567,093 \$6,296,236
21	2024										\$1,365,500 \$4,984,982 \$7,017,155
22	2025									Total owed to Moszkowski:	
23		Totals:	\$1,563,000	-\$660,000	-\$83,000	\$150,000	\$125,500	\$95,000	\$175,000	\$1,365,500	at 0.00% IR at 9.15% at 11.45%