

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

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

Plaintiffs,

Case No.: 2018 CA 000543

vs.

Division: "J"

MARC M. MOSZKOWSKI and

HOSTGATOR.COM, LLC,  
a Florida Limited Liability Company,  
Defendant

**MOTION TO STRIKE THE COMPLAINT AS A SHAM**

Pro-Se Defendant Marc Moszkowski respectfully moves this Honorable Court to strike Plaintiffs' complaint as a sham, pursuant to Rule 1.150, Florida Rules of Civil Procedure, and in support thereof states as follows:

**PREAMBLE**

Quite startlingly, after three years of a litigation that the Plaintiffs took all the way to the U.S. Court of Appeals for the Eleventh Circuit, and a year after judgment, this case has been remanded to this Court by the U.S. District Court for the Northern District of Florida, Pensacola Division, based on a

lack of jurisdiction to which Defendant MOSZKOWSKI strenuously objected, and still objects (see Exhibit I).

The dispute, which was originally a personal feud between MOSZKOWSKI and DEEPGULF's Chairman of the Board Rustin Howard, arose in July 2016 when MOSZKOWSKI remonstrated to Mr. Howard that, as a consequence of Mr. Howard's established incompetence and ineptitude, MOSZKOWSKI requested Mr. Howard to sell 2/3 of his shares for \$1 to the three gentlemen who, contrary to him, were actively supporting the company, and step down from the chairmanship of the Board of Directors. Mr. Howard retaliated by usurping a majority on the Board through direct threats on a Director and manipulation of shareholders' proxies, and connived to concoct this malicious and frivolous lawsuit, which was filed in April 2018<sup>1</sup>.

The case file contains nearly 4,000 pages.

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<sup>1</sup> For more in-depth information about facts, characters, perjury, forgeries, and other fraudulent deeds, refer to the lawsuit against DEEPGULF's Directors which MOSZKOWSKI filed in this very same Court on August 10, 2020 (Case 2020 CA 001021).

Defendant MOSZKOWSKI has supplied an immense amount of information to DEEPGULF, while DEEPGULF still has to provide most of the material that has been demanded by MOSZKOWSKI, to which he is however more than well entitled since he owns close to 50% of DEEPGULF. Whatever document of interest DEEPGULF supplied was obtained only under subpoena or threat thereof.

MOSZKOWSKI, to whom Plaintiff owes about one million dollars for past salaries and the reimbursement of monies advanced by him since 2004, does not have the wherewithal to seek representation at this juncture<sup>2</sup>. Furthermore, Plaintiff DEEPGULF has ignored consistently MOSZKOWSKI's just demands for the payment by DEEPGULF of MOSZKOWSKI's legal costs, which are due by DEEPGULF according to Article XI of DEEPGULF's own bylaws<sup>3</sup>. See Exhibit II.

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<sup>2</sup> The charge for one hour of a relatively junior attorney's time is about two weeks of MOSZKOWSKI's current income.

<sup>3</sup> "The Corporation shall hold harmless and indemnify any person, ... against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees and costs of investigation, actually and reasonably incurred in any action or proceeding or any appeal therein in which that person is made or threatened to be made a party ... by reason of the fact that he was a director or officer of the Corporation."

Not one single count of DEEPGULF's absurd complaint, which is based on an imaginary tall tale of events, exhibits the slightest rationality, logic, or respect for plain facts, and none rests on authentic evidence: in the 5 years elapsed since the dispute started, Plaintiff DEEPGULF has not managed to produce a single piece of legitimate, rational, and relevant evidence to support its unfounded accusations, nor has it ever bothered to check the legitimacy of its documents, data, and numbers, or at least show some common sense, as will be shown in the next sections. The thorough carelessness evidenced by DEEPGULF throughout the complaint suggests that it must have felt quite confident that Pro-Se foreigner MOSZKOWSKI, who resides outside the U.S., would be unable, or unwilling, to answer the complaint, and DEEPGULF would be granted easily a default judgement.

As a further indication of the plaintiff's inadequate diligence, it may be noted that it took DEEPGULF's attorneys as many as 3 years after the removal of the case to Federal Court, innumerable pleadings (there are 185 documents on the docket), several depositions, numerous motions, a summary judgement, a bench trial, and a final judgement followed by an appeal, to finally notice the alleged lack of diversity of citizenship which led to this lawsuit being remanded to this Court, although only at the prompting of the U.S. Court of Appeals.

## **WHY ALL 11 COUNTS OF THIS COMPLAINT ARE A SHAM**

- i. **"Jurisdiction and the Parties"**: one of the Plaintiffs is a fictitious entity devoid of legal existence, while one of the Defendants was artificially joined when this case was reopened and Count XI was added to the original complaint.

Although it was originally incorporated in East Timor and did substantial business in that country, in the U.S. Plaintiff Toke Oil & Gas S.A. is now only a fictitious name for U.S. corporation DeepGulf, Inc.<sup>4</sup>. It has no legal existence or good standing as a foreign entity and is therefore barred from suing, according to both East Timorese Law and Florida Statute (see Exhibit I), while one of the Defendants, HOSTGATOR of Florida, is disconnected from this case and is quite awkwardly introduced by DEEPGULF only to destroy the diversity of

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<sup>4</sup> DeepGulf, Inc.'s Rustin Howard opened an account for Toke Oil and Gas S.A. at the Pensacola branch of the Wells Fargo Bank. Bank statements released under subpoena report the account as being in the name of "DEEPGULF, INC, **DBA** TOKE OIL AND GAS S.A.". "DBA" stands for "Doing Business As", which means that Rustin Howard used Toke Oil & Gas S.A. as a U.S. fictitious name for DeepGulf, Inc., a U.S. corporation doing business in Pensacola, Florida. See sub-Exhibit D in Exhibit I.

citizenship, should non existing Toke Oil & Gas S.A. be finally removed as a plaintiff (and if not, one could wonder why the newly joined Defendant is bizarrely labeled in the case style as being specifically a citizen of Florida, whereas the citizenships of the other parties are not mentioned).

See also section xiii below.

- ii. **Count I:** the Count is self-contradictory and DEEPGULF itself indicates it is moot, while the relief demanded by DEEPGULF is legally impossible to grant.

DEEPGULF itself reports in the very body of Count I that **MOSZKOWSKI already assigned his patent interest to DEEPGULF 13 years before this lawsuit was filed** (paragraph 16 of the complaint: *"I hereby assign all rights including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks, ..."*), and DEEPGULF is suing MOSZKOWSKI for the exclusive ownership of property that **was not uniquely his** before he assigned to DEEPGULF his own interest in the property: there exists for each one of the patents a co-inventor, unrelated to DEEPGULF, whose existence is well known to DEEPGULF, since his identity

clearly appears on each of the patents cited in Count I, and DEEPGULF's Chairman of the Board Rustin Howard met with him on several occasions. Said co-inventor has not assigned his interests to DEEPGULF, and it is unreasonable to believe that he would. Hence, the Court cannot "*declare that the intellectual property described in Paragraph 17 is owned by DeepGulf*" without DEEPGULF having been already assigned the co-inventor's interest, which is reportedly not for sale. All DEEPGULF can obtain is MOSZKOWSKI's assignment of his interest in the patents, **which he already assigned to DEEPGULF in 2005.**

Incidentally, one patent, *J-Flex*, which was the patent on which DEEPGULF was founded<sup>5</sup> and was assigned to DEEPGULF by MOSZKOWSKI and the co-inventor in 2007, lapsed in 2016 and then expired because DEEPGULF neglected to pay to the United States Patent and Trademark Office (USPTO) the maintenance fee due in relation to the patent, thus depriving the company of its most valuable intellectual asset. DEEPGULF's utterly negligent and irresponsible conduct indicates that DEEPGULF has no scruple about frivolously

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<sup>5</sup> See also paragraph 31 in Count III of Plaintiffs' complaint.

suing for patents which it clearly demonstrated it is likely to negligently and irresponsibly cause to lapse. See Exhibit III<sup>6</sup>.

Likewise, had the above-mentioned co-inventor not paid recently the maintenance fee for the first patent on DEEPGULF's list (\$1,250 for patent 9644792), that patent would also have lapsed. See Exhibit IV.

In addition, DEEPGULF demands for other intellectual property have been more than satisfied, since all professional information related to DEEPGULF had been transmitted by MOSZKOWSKI by the summer of 2019, in more than 35,000 electronic messages plus attachments. DEEPGULF is free to review and study said information, a task that would however require from a competent engineer an entire intensive work-year, assuming an average of only 3 minutes per file, many of which are quite complex and would require a considerably longer time to review.

There subsists in MOSZKOWSKI's hands no hardware, or software, or "customer list" that could possibly belong to DEEPGULF.

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<sup>6</sup> The patent expired due to nonpayment of maintenance fees under 37 CFR § 1.362



- iii. **Count II:** MOSZKOWSKI **never** competed with DEEPGULF and not a shred of evidence has been produced by DEEPGULF that he ever did<sup>7</sup>.
- iv. **Count III:** MOSZKOWSKI is irrationally accused of having somehow stolen from DEEPGULF the salary he received from a foreign corporation which was DEEPGULF's client and was at the time not owned by DEEPGULF (**as stated by DEEPGULF itself in Note 2 of its Count X**). MOSZKOWSKI was the President Director General of the foreign corporation (see note at the end of this section). His salary did not come out of the 33.33% share that MOSZKOWSKI kept for DEEPGULF, but out of the 66.67% share of the foreign corporation which was legally and justifiably owned by the two original foreign founders, both of Australian and East Timorese citizenships, who had invited DEEPGULF's MOSZKOWSKI to East Timor, and had

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<sup>7</sup> In heated board conversations at the end of 2016, MOSZKOWSKI expressed the candid opinion that he saw no alternative to working for others, if he were to survive overseas, although in reality **he never worked for others**, let alone a competitor. MOSZKOWSKI had received no salary whatsoever from DEEPGULF since 2013 and Mr. Howard had neglected to obtain a visa renewal for MOSZKOWSKI despite his nearly 20 years of presence in the U.S., and, as a consequence, MOSZKOWSKI had to leave the country precipitously in February 2017, all but penniless (quite scandalously, DEEPGULF later accused him in a pleading of having "*absconded*").

generously opened their business. It also happens that said salary amounts, quite absurdly, to considerably less than the monies indisputably owed by DEEPGULF to MOSZKOWSKI (and personally guaranteed on his personal assets by DEEPGULF's own Chairman of the Board Rustin Howard, see Exhibit VI), notwithstanding that the Statute of Limitations was long expired at the time of the filing and DEEPGULF was duly and timely informed of all transactions, as has been profusely demonstrated in the past three years of litigation<sup>8</sup>.

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<sup>8</sup> In East Timor, MOSZKOWSKI was in charge of all aspects of the projects, from negotiating contracts to conducting the projects, in the jungle as the Project Director and offshore as the nautical pilot. The net base salary he received from DEEPGULF amounted to \$9.80 an hour, with no bonus whatsoever for long term expatriation or hazardous assignments. The base salary he received from Toke Oil & Gas S.A. amounted to \$10.95 an hour, and couldn't by any stretch of imagination have been stolen from DEEPGULF, since it came out of the share of the company which was owned by the original two local founders of the company. DEEPGULF is accusing MOSZKOWSKI of having stolen from others \$10.95 out of his total hourly base salary of \$20.75, for toiling in the jungle or on construction ships for months at a time, sinking and being stranded on a shark and saltwater crocodile-infested coral reef for 20 days, being mugged by armed robbers, suffering dramatic car crashes on dilapidated mountain roads, fording flooding rivers on foot in 3 feet of torrential water, losing 20 lbs. of body mass during the course of each project, catching a strain of Papua-New Guinea malaria that nearly killed him in May 2011, but returning to DEEPGULF a total revenue of \$1,457,614 (including \$139,445.00 of consulting fees from other clients) for projects that he alone had obtained, organized, and managed.

For three long years, DEEPGULF has been suing MOSZKOWSKI for having somehow stolen from DEEPGULF the \$345,000 salary he received from the side of Toke Oil & Gas S.A. that belonged to the original foreign founders, while at the same time DEEPGULF indisputably owes MOSZKOWSKI close to \$1,000,000 for unpaid salaries and the reimbursement of monies advanced by him. The logic and economic efficiency of this lawsuit defy common sense.

- v. **Count IV:** MOSZKOWSKI is irrationally and ridiculously accused of having somehow stolen from DEEPGULF for his own benefit the salaries that a distinct foreign corporation, which was a client of DEEPGULF's, paid to its two original foreign founders, both of Australian and East Timorese citizenships, who were wholly unrelated to DEEPGULF but had invited DEEPGULF to East Timor as a sub-contractor. The Statute of Limitations was long expired at the time of the filing and DEEPGULF was duly and timely informed of all transactions. The foreign corporation, Toke Oil & Gas S.A., was at the time not owned by DEEPGULF, **as is stated by DEEPGULF itself in Note 2 of its Count X.**
- vi. **Count V:** see section iv. above.

- vii. **Count VI:** see section v. above.
- viii. **Count VII:** in a long series of absurd self-contradicting statements devoid of any evidence, except that incriminating DEEPGULF, MOSZKOWSKI is irrationally and preposterously accused of having "*fraudulently misrepresented*" information, when in fact the very wording of the Count indicates that it was rather DEEPGULF's Chairman of the Board Rustin Howard who knowingly introduced misleading information of his own concoction in his own presentations to third parties, as will be shown below. See Exhibit V.

The Private Placement Memorandum (PPM) excerpt shown in Exhibit V, which PPM DEEPGULF's Rustin Howard acknowledges he authored, plainly shows that Mr. Howard **himself** went so far as to consolidate in the document the income statements and the balance sheets of DEEPGULF and Toke Oil & Gas S.A., in effect conflating Toke Oil & Gas S.A. into DeepGulf, Inc., and thus erasing the boundaries between the two. Toke Oil & Gas S.A.'s income statement and balance sheets for 2010 and 2011 had been prepared by MOSZKOWSKI at the request of Mr. Howard, while MOSZKOWSKI had not been involved in the preparation of the

financial documents for DEEPGULF. The conflation was executed by Mr. Howard alone, and shows indisputably that the blurring of the line between the two companies was the brainchild of DEEPGULF's Chairman of the Board Mr. Howard's, not of MOSZKOWSKI's, who, during the acquisition process of one company by the other, came naturally to refer to the two companies indiscriminately, although only at the suggestion and guidance of Ivy League Master of Business Administration Mr. Howard.

It must be noted that MOSZKOWSKI was both the President of DeepGulf, Inc. and the President Director General of Toke Oil & Gas S.A., and he owns nearly 50% of the former<sup>9</sup> while he owned 33.33% of the latter. He was the main (and, with regard to DeepGulf, Inc., the only) engine behind 100% of the activities and development of both companies, so the conflation by Mr. Howard of the two companies after his decision of having one buy the other was to MOSZKOWSKI not much cause for alarm at the time, and he naturally trusted in that matter the good sense of Cornell University MBA Rustin Howard, who was DeepGulf, Inc.'s self-appointed *de-facto* Chief Financial Officer.

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<sup>9</sup> DeepGulf, Inc.'s books are in such disarray, replete with seriously conflicting financial and accounting information, that it is not possible to assess the actual exact figure.

Of paradoxical but consequential significance, although DEEPGULF writes in Note 2 of Count X that "*Toke Oil & Gas, S.A. is currently owned by Deepgulf, Inc., but was owned by others in 2010 and 2011*", the consolidation referred to in the previous paragraph relates precisely to the same years 2010 and 2011, which suggests that the operation was anything but legitimate and was devised by Mr. Howard for the sole purpose of artificially inflating revenue in the PPM, based on which investors would make a decision to invest.

As for the ludicrous accusation that Mr. Howard and the Board could have been misled by MOSZKOWSKI into being somehow confused about which of DEEPGULF or Toke Oil & Gas S.A. owned the contracts and hence had been paid \$14.9 million therefor, suffice to say that Mr. Howard (who had sole and exclusive access to and control of DEEPGULF's bank accounts) could hardly have failed to notice that DEEPGULF never received from some exotic customers a series of direct payments for a total of \$14,900,000.00, but rather received a series of payments for a total of \$1,318,169.45 that Toke Oil & Gas S.A. paid DEEPGULF in commissions linked to Toke Oil & Gas S.A.'s contracts. Also, as Chairman of the Board, Mr. Howard could hardly ignore that DEEPGULF never signed a single contract

except with Toke Oil & Gas S.A.. DEEPGULF's Mr. Howard was in possession of copies of each and every one of the governmental contracts, which were all in the name of Toke Oil & Gas S.A..

The very wording of Count VII reveals that there was evidently no misrepresentation on the part of MOSZKOWSKI. Whatever misrepresentation Mr. Howard is referring to would be imputable to Mr. Howard himself, although he is attempting absurdly to deflect the responsibility thereof on MOSZKOWSKI.

Count VII is one more proof that the whole litigation is but an awkward undertaking by DeepGulf, Inc.'s Chairman of the Board Rustin Howard to not only (a) deflect the responsibility for his own misdeeds onto MOSZKOWSKI, in whom he saw a convenient scapegoat quite unlikely to even answer the lawsuit, let alone fight it, exiled as he is without legal counsel at a distance of 5,000 miles from the courtroom, an impoverished alien unlikely to find much sympathy when confronting a U.S. citizen in a Court of Law of the United States, but also to (b) eschew Mr. Howard's personal commitment to pay MOSZKOWSKI the approximately \$1 million that DEEPGULF still owes him and for which, regardless of the fabricated documents used

by Mr. Howard in U.S. Court to deny DEEPGULF's duty to pay, Mr. Howard gave his personal and unconditional guarantee to the Government of the United States as a *sine qua non* condition to the granting of U.S. visas to MOSZKOWSKI.

See Exhibit VI.<sup>10</sup>

- ix. **Also in Count VII**, DEEPGULF states quite unaccountably that *"DeepGulf should have received, at a minimum its pro rata portion of profits from Toke Oil & Gas activity"*, apparently referring to the statement that MOSZKOWSKI *"lead [sic] the board to believe that he held shares in Toke Oil and Gas for the benefit of DeepGulf"*, whereas in reality, rather than the **33.33% share of profits** that was due to the 33.33% ownership which MOSZKOWSKI kept indeed for

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<sup>10</sup> Mr. Howard, who had very light duties, is at odds explaining to his investors the fate of the company and the forced exile of its only breadwinner, after Mr. Howard expended a little over 80% of the capital he had raised from them on his own salary, that of his secretaries (including his daughter), and an office for himself, while 100% of the revenue was returned by MOSZKOWSKI, who never had a secretary or an office, and worked more than 100 hours a week in extremely dangerous environments which almost killed him in May 2011. Mr. Howard, who actually worked only a few hours in any given week, never sought nor obtained an authentic authorization from the Board of Directors for his salary (which probably amounted to about \$200 an hour), that of his secretaries, or the lease of his office.



the benefit of DEEPGULF (as was further evidenced later when he turned it over to DEEPGULF without consideration), **MOSZKOWSKI caused Toke Oil & Gas S.A. to pay DEEPGULF 50.3% of all company cash flow**, which is substantially more than the payment which DEEPGULF herewith claims mindlessly: DEEPGULF is in effect disconcertingly suing MOSZKOWSKI for significantly less than it actually received!<sup>11</sup>

- x. **Count VIII:** DEEPGULF requests irrationally the Escambia County Circuit Court to declare the rights, title and interest of a foreign East Timorese corporation, whereas DEEPGULF has consistently refused for three years to heed MOSZKOWSKI's demands for an East

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<sup>11</sup> Exhibits B and C of DEEPGULF's own complaint state the exact monies paid by Toke Oil & Gas S.A. to MOSZKOWSKI (\$345,000.00) and to the two original foreign founders (\$959,764.22), said payments amounting to a total of \$1,304,764.22, while DEEPGULF's books, which were obtained by MOSZKOWSKI under threat of subpoena, reveal that DEEPGULF received from Toke Oil & Gas S.A. \$1,318,169.45. Overall total payments thus amounted to \$2,622,933.67. Payments to DEEPGULF represent therefore 50.3% of the total, while the portion of the cash flow associated with the 33.33% share would have been \$874,311.22 only, which is \$443,858.23 less than what DEEPGULF actually received. In addition, DEEPGULF also received a further \$139,445.00 from other clients for MOSZKOWSKI's consulting assignments in very tough environments offshore Singapore, in China, in Malaysia, and in Benin (West Africa), for which, however, MOSZKOWSKI received no salary whatsoever.

Timorese Government-issued proof of existence and good standing of the corporation, without which the company is barred from suing, according to both East Timorese and Florida laws.

- xi. **Count IX:** DEEPGULF demands irrationally an accounting of funds for which DEEPGULF received, directly from MOSZKOWSKI, and also acknowledged, all relevant detailed bank statements as early as March 2014, for which the Statute of Limitations would anyhow have expired by the time of the filing. See Exhibit VII.
- xii. **Count X:** DEEPGULF accuses MOSZKOWSKI irrationally of having accepted employment with a business or entity that was **in competition** with DEEPGULF, and having engaged in business that was **in competition** with DEEPGULF, and goes on to state that MOSZKOWSKI worked for foreign corporation Toke Oil & Gas S.A., although DEEPGULF fails to establish that Toke Oil & Gas S.A. was in any way a competitor of DEEPGULF's, notwithstanding that said employment and engagement date back to early 2008 and DEEPGULF was duly and timely apprised of all facts. Toke Oil & Gas S.A., which was a client of DEEPGULF, can in no way be considered

a competitor, was never shown to be one, and the Statute of Limitations was anyhow long expired at the time of the filing.

- xiii. **Count XI:** DEEPGULF brings in an irrelevant Defendant, HOSTGATOR of Florida, with whom MOSZKOWSKI has no direct business, since he does business with Hostgator's headquarters at 5005 Mitchelldale Street, Ste 100, Houston, Texas 77092. The complaint reads that Hostgator *"is being made part of this lawsuit only to be bound by a Final Judgment in this case"*. Count XI does not claim anything from Hostgator, no accusation has been proffered against Hostgator, and no remedy is sought from Hostgator. The new Floridian Defendant was certainly joined in a thinly veiled attempt to destroy the diversity of citizenship, should non existing Toke Oil & Gas S.A. be finally removed as a plaintiff, as it should.

MOSZKOWSKI leases from Hostgator a hosting server, but **no domain name**. DEEPGULF demands access to MOSZKOWSKI's personal property without producing a shred of evidence as to its claim of ownership<sup>12</sup>, and DEEPGULF demands irrationally property

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<sup>12</sup> nor providing any plausible explanation as to why DEEPGULF was not, and is not, paying itself for the property, if it belonged to DEEPGULF.

that Hostgator does not even control, since **none of the domains** demanded by DEEPGULF **has Hostgator as the registrar**. In addition, and quite outrageously, of the five domains two (deepgulf.com and pipepredictor.com) were personally purchased by MOSZKOWSKI **before** DEEPGULF was even incorporated, one (deepgulf.com) belongs to **another** unrelated corporation, and one (deep-gulf.net) **does not even exist** and therefore **does not belong to anyone**, and as such could have been easily purchased by DEEPGULF, had DEEPGULF shown any real interest in owning any domain, which in fact it evidently **doesn't**<sup>13</sup>. As to the fifth domain, deepgulf.net, it is the primary email domain for MOSZKOWSKI, including for all correspondence regarding this dispute and other litigation, and it can therefore not be trusted to the Plaintiff, since the risk is considerable for MOSZKOWSKI that the Plaintiff would not

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<sup>13</sup> Which is one more proof of the futility of the claim at 108 of Count XI that "*The domain names, passwords, and electronic data and information are all **critical** to the ongoing business of Plaintiff, DeepGulf, Inc.*" especially when considering that DEEPGULF has no "*ongoing business*" that MOSZKOWSKI knows of, and, if it had any, MOSZKOWSKI demands to know the exact nature of that business, since he is the owner of nearly 50% of DEEPGULF and DEEPGULF owes him \$1 million.

only have instant access to all his personal correspondence, but would also impersonate him at will<sup>14</sup>.

The three domains not owned by others belong to MOSZKOWSKI since he has been paying for them for several years (and for two of them before DEEPGULF even started existing), and so does the host server, which hosts about a dozen other highly personal domains. Had MOSZKOWSKI not consistently paid over the years registrars other than Hostgator for those domain names, which are by the way not subject to copyright, they would have become the property of others. Since he is registered as the lawful owner, and has been for years, and he has consistently paid over the years other registrars for those domain names and Hostgator for the hosting server, on which he keeps several other private domains, they are unmistakably his.

WHEREFORE, Pro-Se Defendant Marc Moszkowski respectfully requests this Honorable Court to deservedly strike this complaint as the sham it has proved to be during the past three years.

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<sup>14</sup> DEEPGULF has not manifested even a semblance of moral rectitude during the past five years of dispute, so MOSZKOWSKI is more than well founded to deem the risk considerable.

Signed, this 23<sup>rd</sup> day of June, 2021

Marc Moszkowski, Pro Se

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Le Verdos

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**WRITTEN DECLARATION AND VERIFICATION**

**[Florida Statute 92.525(2)]**

Under penalties of perjury, I declare that I have read the foregoing Motion to Strike the Complaint as a Sham and that, to the best of my knowledge and belief, the facts stated in it are true.



### **CERTIFICATE OF SERVICE**

I hereby certify that, on this 23<sup>rd</sup> day of June, 2021, a copy of this motion has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.

*M. Maczkowski*

**UNITED STATES DISTRICT COURT**

for the

Northern District of Florida

Pensacola Division

DEEPGULF, INC.

Case No. 3:18-cv-01466- TKW-MJF

TOKE OIL AND GAS S.A.

*Plaintiffs*

v.

MARC M. MOSZKOWSKI

*Defendant***DEFENDANT'S MOTION TO RECONSIDER**

Pro-Se Defendant, Marc Moszkowski, hereby moves the Court to reconsider its order to remand the case to State Court based on the presence of Toke Oil & Gas S.A. among the plaintiffs, three years after the complaint was filed and nearly a year after bench trial and judgement,.

By any measure, East Timorese company Toke Oil & Gas S.A. is out of good legal standing whatsoever, since it does not comply with any provision and requirement of East Timorese law regarding corporations. As cited in page 8 of Moszkowski's Doc. 181, the relevant laws are Law



4/2004 of 21 April 2004, and Law 10/2017 of 17 May 2017, which he had retrieved from the internet using a standard search engine and are therefore available to anyone with internet access. Copies of said laws are however appended below as Exhibits A to C.

It appears self-evident to Moszkowski that an expired and non-existent entity cannot be entitled to sue, whatever the jurisdiction, and that when a doubt arises about the identity and legitimacy of a litigant, proof of its existence ought to be provided by the litigant whose identity is being questioned<sup>1</sup>.

In particular, Florida Statute 607.1622(f)(6) states that a corporation that falls out of good standing "*may not prosecute or maintain any action in any court of this state ... and shall be subject to dissolution or cancellation of its certificate of authority to transact business ...*". Similar laws exist in other states of the United States.

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<sup>1</sup> Moszkowski has difficulty understanding how the U.S. citizens who caused this lawsuit to be filed were ever allowed to consistently ignore and/or deny all of Moszkowski's demands for a government issued certificate of current existence.

Furthermore, the very first page of both East Timorese laws referenced above state in the official translation<sup>2</sup> that:

*Chapter I, General Part, Subpart I, General Provisions, Section 2,  
Personal Law:*

*1. A commercial company must comply with the law of the State where its actual main administrative office is situated.*

As reported in Doc. 181, Toke Oil & Gas S.A. has no current domicile in East Timor, nor does it maintain an East Timorese resident as Legal Representative, nor has it prepared any financial document or paid any tax, or made any business filing since 2012, nor does it maintain the minimum number of shareholders and directors, nor has it paid up the minimum legal capital, nor is it employing any East Timorese personnel, nor has it a bank account in East Timor<sup>3</sup>, all of the above being however mandated by East

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<sup>2</sup> Both native Portuguese versions read:

*"Capítulo I, Parte geral, Secção I, Disposições gerais, Artigo 2.º, Lei pessoal:*

*1. As sociedades comerciais têm como lei pessoal a lei do Estado onde se encontra situada a sede principal e efetiva da sua administração."*

<sup>3</sup> However, DeepGulf, Inc.'s Rustin Howard opened an account for Toke Oil and Gas S.A. at the Pensacola branch of Wells Fargo Bank. Bank statements released under subpoena report the account as being in the name of "DEEPGULF, INC, **DBA** TOKE OIL AND GAS S.A.". "DBA" stands for "Doing Business As", which means that. Rustin

Timorese Law. The fact that the company had a legal domicile in East Timor 10 years ago, when it existed and was operated by others, can hardly imply that it still has one, which it doesn't, and not only were the Plaintiffs unable to provide a domicile in East Timor, but also they consistently provided as the sole legal address of Toke Oil & Gas Inc. (later S.A.) the very domicile of DeepGulf, Inc. in Pensacola, Florida<sup>4</sup>. Likewise, they sued Moszkowski from their office in Pensacola, Florida, not from any nonexistent office in East Timor.

As was seen in footnote (3), for several years Toke Oil & Gas S.A. was reported by DeepGulf, Inc.'s Rustin Howard as being a fictitious name in the U.S. for U.S. corporation DeepGulf, Inc.

Defunct East Timorese company Toke Oil & Gas S.A. has had strictly no activity whatsoever for at least 9 years and has not been maintained. It is a totally empty shell devoid of any asset or lawful management, which does not comply with either the laws of East Timor or of Florida and was tentatively acquired by DeepGulf, Inc.'s Chairman of the Board Rustin

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Howard used Toke Oil & Gas S.A. as a fictitious name for DeepGulf, Inc., a U.S. corporation doing business in Pensacola, Florida. See Exhibit D.

<sup>4</sup> Which also happens to be DeepGulf, Inc.'s Rustin Howard's private domicile.

Howard for legally questionable reasons that had not much to do with the ethical conduct of business. Furthermore, although Moszkowski learned from financial documents subpoenaed from DeepGulf, Inc.<sup>5</sup> that DeepGulf, Inc. had wired around 2012 some monies to Toke Oil & Gas S.A. in East Timor, the latter's original shareholders have never been paid personally by DeepGulf, Inc. for the sale of their shares, and DeepGulf, Inc.'s books neither show they were.

As far as Moszkowski knows, the DeepGulf, Inc. Directors who caused this unmeritorious and absurd lawsuit to be brought against Moszkowski have never set foot in East Timor, have never been involved in any business operation in East Timor, have never managed any of East Timorese Toke Oil & Gas S.A.'s activities, and were never able to provide a domicile in East Timor.

For all purposes, the East Timorese company Toke Oil & Gas S.A. is a fictitious entity, the Board of Directors of which, if it existed, never

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<sup>5</sup> Although Moszkowski owns nearly 50% of DeepGulf, Inc. and the company unquestionably owes him close to \$1 million, he had to subpoena the company's bank statements, which Rustin Howard had repeatedly refused to make available to Moszkowski, despite Moszkowski being a Director and the President. Moszkowski finally received a copy of the books near the end of discovery, but only after he threatened a second subpoena. Only part of the statements and books was provided.

assembled to sue Moszkowski in any Court of Law, despite his being one of its past two Directors and the President Director General. In spite of Moszkowski's repeated demands during discovery, proof of the resolution to sue was never provided by the Plaintiffs. The decision to join East Timorese company Toke Oil & Gas S.A. as a Plaintiff was made artificially and in Pensacola, Florida, by those individuals who caused DeepGulf, Inc. to frivolously sue Moszkowski and persistently declared up to and including in appeal that the legal domicile of Toke Oil and Gas, Inc., later Toke Oil & Gas S.A., is in Pensacola, Florida. Those individuals are U.S. citizens, and the personal residence of one of them is precisely the domicile he provided for Toke Oil & Gas Inc., later S.A.

If extinct East Timorese company Toke Oil & Gas S.A. still had an "*actual main administrative office*", it could only be in Pensacola, Florida, as has been abundantly demonstrated by the Plaintiffs themselves, not in East Timor, where it has no office at all.

In addition, the very case cited by the Plaintiff and the Court [*Iraola & Cia, S.A. v. Kimberly-Clark Corp.*, 232 F.3d 854, 860 (11th Cir. 2000)] states that "*unincorporated entities are attributed the citizenship of their owners*", so if no longer existing Toke Oil & Gas S.A. insists on being Plaintiff then its

citizenship is that of DeepGulf, Inc., who claims to be its sole owner, declared its name as being fictitious, and is a U.S. citizen, especially since the domicile that has been provided consistently was always in Pensacola, Florida.

To summarize:

A. According to both East Timorese Law 4/2004 of 21 April 2004, and Law 10/2017 of 17 May 2017, a commercial company must comply with the law of the State where its actual main administrative office is situated, hence the law of Florida;

B. DeepGulf, Inc., a U.S. corporation, is reported in Wells Fargo, Pensacola, bank statements as "*doing business as*" Toke Oil and Gas S.A., which further exemplifies that the latter was declared by DeepGulf, Inc. as being a fictitious name for its operations based in the U.S.;

C. According to *Iraola & Cia, S.A. v. Kimberly-Clark Corp.*, 232 F.3d 854, 860 (11th Cir. 2000), "*unincorporated entities are attributed the citizenship of their owners*". The citizenship of no longer registered and therefore non-existent Toke Oil & Gas S.A. is hence of the State of Florida.

Consequently, since the only element that would allegedly destroy the diversity of citizenship is that Plaintiff Toke Oil & Gas S.A. and Defendant Moszkowski are both considered by this Court as being alien citizens, although of diverse citizenships, and (a) according to East Timorese law Toke Oil & Gas S.A. must comply with U.S. Florida Statutes that would prohibit it from suing, and (b) DeepGulf, Inc.'s Rustin Howard stated himself to the Wells Fargo bank in Pensacola, Florida, that DeepGulf, Inc. is doing business as fictitious Toke Oil and Gas S.A., and/or (c) according to U.S. precedent Toke Oil & Gas S.A. must be considered a Florida citizen, then Toke Oil & Gas S.A. is either barred from suing, and is a fictitious alias for a U.S. corporation, and/or is a U.S. Florida citizen. In all instances the diversity of citizenship between Plaintiff(s) and Defendant vigorously exists and in all logic ought to be acknowledged by this Court, and, accordingly, the case ought not to be remanded to State Court.

Respectfully submitted to the Court by

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



**CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7.1 (F)**

I certify that this document contains 1,566 words, not including the case style, the signature block, the Exhibits and the certificates.

*M. Marzowski*

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**CERTIFICATE OF SERVICE**

I hereby certify that, on this Wednesday, 19<sup>th</sup> day of May, 2021, I have posted a copy of this document via the Court's E-filing system.

*M. Marzowski*





**REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE**  
**parlamento nacional**

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**Lei n.º 4/2004**

**de 21 de Abril**

**SOBRE SOCIEDADES COMERCIAIS**

As sociedades comerciais podem ser um meio poderoso de desenvolvimento económico do nosso país, como certamente disso nos dá conta a experiência de muitos outros países na região e no mundo.

A presente proposta de lei é ditada pela necessidade de definir um quadro legal que permita a existência de sociedades comerciais regulares, nas suas diferentes formas de constituição de modo a exercerem a actividade comercial, com a segurança jurídica necessária à formação do crédito e à normalidade das transações comerciais, sem menosprezo pela liberdade de empresa e pelos princípios da iniciativa e autonomia da vontade privada.

O Parlamento Nacional decreta, nos termos do artigo 92 e do n.º1 do artigo 95.º da Constituição da República para valer como lei, o seguinte:

**Capítulo I**  
**Parte Geral**

## **Secção I**

### **Disposições gerais**

#### **Artigo 1.º** **Tipos de sociedades comerciais**

1. São sociedades comerciais, independentemente do seu objecto, as sociedades em nome colectivo, em comandita, por quotas e anónimas.
2. As sociedades que tenham por objecto o exercício de uma empresa comercial só podem constituir-se segundo um dos tipos previstos no número anterior.

#### **Artigo 2.º** **Lei pessoal**

1. As sociedades comerciais têm como lei pessoal a lei do Estado onde se encontre situada a sede principal e efectiva da sua administração.
2. As sociedades que tenham no País a sua sede estatutária não podem opôr a terceiros, para afastar a aplicação da lei de Timor-Leste, o facto de aqui não terem a sua administração principal.

#### **Artigo 3.º** **Sociedades com actividade permanente em Timor-Leste**

1. As sociedades que exerçam actividade permanente em Timor-Leste, embora não tenham aqui sede estatutária nem administração principal, ficam sujeitas ao disposto na lei sobre registo.
2. As sociedades referidas no número anterior devem designar um representante com residência habitual em Timor-Leste e afectar um capital à sua actividade no País, devendo registar as respectivas deliberações.
3. O representante em Timor-Leste tem sempre poderes para receber quaisquer comunicações, citações e notificações que sejam dirigidas à sociedade.
4. As sociedades que não cumpram o disposto nos n.ºs 1 e 2 ficam, apesar disso,

**REPUBLIC OF TIMOR-LESTE****NATIONAL PARLIAMENT**

**Law No. 4/2004  
of 21 April 2004**

**ON COMMERCIAL COMPANIES**

Commercial companies can be a powerful means whereby our country may achieve economic development as has certainly been the case of a number of other countries in the region and worldwide.

The drafting of this law was dictated by the need to define a legal framework that would allow for the formation of different types of regular commercial companies intended to carry on business, with the legal security required to bring credit and normalcy to commercial transactions, without disregarding freedom of enterprise and the principles of initiative and autonomy of private enterprise.

Pursuant to the Section 92.1 and Section 95 of the Constitution of the Republic, the National Parliament enacts the following that shall have the force of law:

**Chapter I  
General Part**

**Subpart I  
General Provisions**

**Section 1  
Types of Commercial Companies**

1. Commercial companies means, irrespective of their objects, any general partnership, limited partnership, limited liability company or joint stock company;
2. A company whose object is to operate a commercial enterprise may only be formed in accordance with one of the types listed in the foregoing subsection.

**Section 2  
Personal Law**

1. A commercial company must comply with the law of the State where its actual main administrative office is situated.
2. A company having its registered office in the country may not, with the intention of exonerating itself from the enforcement of the law of Timor-Leste, avoid third-party liability by not having its main administrative office in the country.



§ 5.50

# JORNAL da REPÚBLICA

PUBLICAÇÃO OFICIAL DA REPÚBLICA DEMOCRÁTICA DE TIMOR - LESTE

## SUPLEMENTO

**LEI N.º 10/2017****de 17 de Maio****NOVA LEI DAS SOCIEDADES COMERCIAIS**

A criação de um quadro legislativo abrangente e de acordo com as melhores práticas internacionais para o exercício da atividade comercial representa um fator essencial para a promoção de um desenvolvimento económico consistente e sustentável de qualquer Estado moderno, quer pela criação dos instrumentos legais necessários ao exercício da atividade económica num mercado globalizado, quer pela imagem de progresso e credibilidade que transmite para os demais Estados, organizações internacionais e investidores estrangeiros.

De entre as várias reformas em curso necessárias a criar esse quadro legislativo, afigura-se de especial importância e urgência a revisão da legislação substantiva e registal relativa à constituição, atividade e extinção de sociedades comerciais.

A Lei n.º 4/2004, de 21 de abril, sobre Sociedades Comerciais, encontra-se largamente ultrapassada nas suas soluções. Se, por um lado, mantém institutos legais em desuso internacionalmente, como as Sociedades em Nome Coletivo, as Sociedades em Comandita, a exigência de capitais sociais mínimos e máximos ou ainda as ações ao portador, por outro, não regula institutos essenciais à moderna empresa globalizada, tais como a divulgação dos beneficiários de participações sociais e as sociedades coligadas.

Urge assim uma profunda revisão desta Lei e a aprovação de um regime jurídico que simplifique e facilite a criação de

pequenas e médias empresas comerciais e, de igual modo, crie um quadro legal completo e seguro que ofereça a devida sustentação ao complexo edifício da moderna empresa comercial multinacional.

Nesse sentido, o presente diploma introduz uma profunda alteração ao quadro legal vigente, revoga integralmente a Lei n.º 4/2004, sobre Sociedades Comerciais, e aprova uma nova Lei das Sociedades Comerciais, estabelecendo um regime jurídico regra estável para todos os tipos especiais de sociedades comerciais que se venham a criar no futuro.

O Parlamento Nacional decreta, nos termos do n.º 1 do artigo 95.º da Constituição da República, para valer como lei, o seguinte:

**Artigo 1.º****Nova Lei das Sociedades Comerciais**

É aprovada em anexo à presente lei, da qual faz parte integrante, a Nova Lei das Sociedades Comerciais.

**Artigo 2.º****Representante legal da sociedade**

1. As sociedades comerciais constituídas antes da entrada em vigor da presente lei devem nomear representante legal da sociedade no prazo de três meses a contar da entrada em vigor da mesma.
2. Na falta de registo da nomeação de representante legal da sociedade no prazo referido no número anterior consideram-se representantes legais da sociedade todos os administradores nomeados que tenham residência permanente em Timor-Leste.

**Artigo 3.º**

**Sociedades em Nome Coletivo e Sociedades em Comandita**

1. As sociedades em nome coletivo e as sociedades em comandita registadas devem, no prazo de um ano a contar da entrada em vigor da presente lei, deliberar:
  - a) A sua transformação em sociedade por quotas ou sociedade anónima; ou
  - b) A sua dissolução.
2. Os atos de registo inerentes aos atos referidos no n.º 1 estão isentos de emolumentos.
3. Decorridos três meses sobre o prazo estabelecido no n.º 1 deste artigo sem que nenhum dos atos referidos seja registado, deve o conservador de registo competente declarar a sociedade dissolvida, promover oficiosamente o registo da dissolução a expensas da sociedade dissolvida e notificar a administração ou o representante legal da entrada em liquidação da sociedade.

**Artigo 4.º**

**Proibição de emissão, conversão e transmissão de ações ao portador**

1. É proibida às sociedades a emissão de ações ao portador a partir da data da entrada em vigor da presente lei.
2. É igualmente proibida, a partir da data referida no número anterior, a conversão de títulos representativos de ações nominativas em títulos ao portador, bem como a transmissão entre vivos de títulos representativos de ações ao portador, com exceção da transmissão que resulte de sentença ou de venda judicial.
3. O conservador do registo comercial competente deve proceder, relativamente a todas as sociedades que prevejam nos seus estatutos a possibilidade de emissão de ações ao portador, ao averbamento, efetuado ao registo do respetivo ato constitutivo, da data da entrada em vigor desta lei e da consequente proibição de emissão de ações ao portador.
4. O averbamento referido no número anterior deve ser efetuado, oficiosamente e gratuitamente, no prazo de trinta dias a contar da data da entrada em vigor da presente lei.

**Artigo 5.º**

**Conversão de títulos de ações ao portador**

1. Os titulares de ações ao portador, ou os seus sucessores, devem requerer junto da sociedade emitente, no prazo de um ano a contar da data da entrada em vigor da presente lei, a conversão dos seus títulos em títulos nominativos.
2. O pedido de conversão só é aceite se o requerente entregar, juntamente com o pedido, os títulos representativos de ações ao portador relativamente aos quais pretende a conversão.
3. Estando pendente penhora ou arresto sobre os títulos de ações ao portador, o exequente ou arrestante pode requerer a conversão dos títulos na pendência da ação, devendo para o efeito juntar certidão judicial do arresto ou penhora.
4. A sociedade pode fazer a conversão mediante substituição dos títulos existentes ou modificações no respetivo texto, devendo fazer constar do livro de registo de ações as conversões efetuadas e a respetiva data.
5. A conversão de títulos está isenta do pagamento de quaisquer quantias, independentemente da sua natureza.

**Artigo 6.º**

**Suspensão dos direitos dos sócios de ações ao portador**

1. Decorrido o prazo previsto no n.º 1 do artigo anterior, o titular de ações ao portador que não tenha requerido a conversão dos títulos fica com todos os seus direitos enquanto acionista suspensos.
2. A sociedade deve averbar ao Livro de registo de ações os títulos que se encontram suspensos e passar a reter os lucros que correspondam aos títulos suspensos.
3. Até ao término do prazo previsto no n.º 1 do artigo anterior, o titular de ações ao portador continua a poder exercer os seus direitos, aplicando-se ao depósito de ações ao portador, para efeitos de tomar parte em assembleia geral, o previsto nos artigos 247.º e 248.º da Lei n.º 4/2004, de 21 de abril.

**Artigo 7.º**

**Destruição dos títulos representativos de ações ao portador**

1. Decorrido um ano sobre o termo do prazo previsto no n.º 1

do artigo 5.º, os títulos representativos de ações ao portador não convertidos são considerados destruídos e os montantes retidos nos termos do artigo anterior convertem-se em reserva livre.

**Artigo 11.º**

**Entrada em vigor**

A presente lei entra em vigor 120 dias após a sua publicação.

2. À destruição dos títulos aplica-se, com as devidas adaptações, o disposto sobre a amortização de quotas por exclusão do sócio nos termos dos artigos 180.º e seguintes da nova Lei das Sociedades Comerciais aprovada em anexo a esta lei.

Aprovada em 27 de março de 2017.

**Artigo 8.º**

**Secretário da sociedade**

O Presidente do Parlamento Nacional,

1. As sociedades registadas antes da entrada em vigor desta lei que tenham nomeado um secretário da sociedade que não cumpra os requisitos ou sobre o qual existam os impedimentos previstos no artigo 69.º da nova Lei das Sociedades Comerciais, em anexo, devem, no prazo de noventa dias a contar da entrada em vigor desta lei, nomear novo secretário da sociedade.
2. Findo o prazo referido no número anterior, o mandato do secretário da sociedade considera-se automaticamente caducado.

**Adérito Hugo da Costa**

Promulgada em 15 de maio de 2017.

Publique-se.

**Artigo 9.º**

**Pessoas que podem exercer a função de auditor**

Enquanto não existir enquadramento legal que defina os critérios e título necessário para o exercício da atividade de auditor de contas, podem as sociedades comerciais nomear para os cargos que o exijam qualquer pessoal singular com qualificações académicas e profissionais na área da auditoria financeira ou contabilidade, e comprovada experiência profissional.

O Presidente da República,

**Taur Matan Ruak**

**Artigo 10.º**

**Revogação**

É revogada a Lei n.º 4/2004, de 21 de abril, sobre Sociedades Comerciais, sem prejuízo do disposto nas normas transitórias constantes dos artigos 2.º a 8.º desta lei.

**ANEXO**  
**(a que se refere o artigo 1.º)**

**NOVA LEI DAS SOCIEDADES COMERCIAIS**

**CAPÍTULO I**  
**Parte geral**

**Secção I**  
**Disposições gerais**

**Artigo 1.º**  
**Tipos de sociedades comerciais**

1. São tipos de sociedades comerciais as sociedades por quotas e as sociedades anónimas.
2. As sociedades que tenham por objeto o exercício de uma empresa comercial só podem constituir-se segundo um dos tipos previstos no número anterior.
3. As sociedades que tenham exclusivamente por objeto o exercício de uma empresa não comercial podem adotar um dos tipos referidos no n.º 1, sendo-lhes, nesse caso, aplicável a presente lei.

**Artigo 2.º**  
**Lei pessoal**

1. As sociedades comerciais têm como lei pessoal a lei do Estado onde se encontre situada a sede principal e efetiva da sua administração.
2. As sociedades que tenham no país a sua sede estatutária não podem opor a terceiros, para afastar a aplicação da lei de Timor-Leste, o facto de aqui não terem a sua administração principal.

**Artigo 3.º**  
**Sociedades com atividade permanente em Timor-Leste**

1. As sociedades que exerçam atividade permanente em Timor-Leste, embora não tenham aqui sede estatutária nem administração principal, ficam sujeitas ao disposto na lei sobre registo comercial.
2. As sociedades referidas no número anterior devem designar um representante legal com residência habitual em Timor-Leste e afetar um capital à sua atividade no país, devendo registar as respetivas deliberações.
3. O representante legal designado nos termos do número anterior fica sujeito ao disposto no artigo 47.º, com as necessárias adaptações.
4. As sociedades, ainda que não cumpram o disposto nos n.ºs 1 e 2, ficam obrigadas pelos atos praticados em seu nome em Timor-Leste e por eles respondem solidariamente as pessoas que os tenham praticado bem como os administradores da sociedade.
5. O tribunal, a requerimento do Ministério Público ou de

qualquer interessado, deve ordenar a cessação da atividade no país e a liquidação do património situado em Timor-Leste das sociedades que não cumpram o disposto nos n.ºs 1 e 2, podendo conceder-lhes um prazo, não superior a trinta dias, para regularizarem a situação.

**Artigo 4.º**  
**Personalidade**

As sociedades comerciais adquirem personalidade jurídica com o registo definitivo do seu ato constitutivo, sem prejuízo do disposto quanto à constituição de sociedades por fusão, cisão ou transformação de outras.

**Artigo 5.º**  
**Capacidade**

1. A capacidade das sociedades comerciais compreende os direitos e obrigações necessários ou convenientes à prossecução do seu fim, excetuados aqueles que lhes sejam vedados por lei ou sejam inseparáveis da personalidade singular.
2. As liberalidades que possam ser consideradas usuais, segundo as circunstâncias da época e as condições da própria sociedade, não são havidas como contrárias ao fim desta.
3. É vedado às sociedades prestar garantias pessoais ou reais a obrigações alheias, salvo se houver interesse próprio da sociedade fundamentadamente declarado por escrito pelo órgão de administração ou se entre elas existir uma relação de grupo.
4. As disposições estatutárias e as deliberações sociais que fixem à sociedade determinado objeto ou proíbam a prática de certos atos não limitam a capacidade da sociedade, mas constituem os órgãos da sociedade no dever de não excederem esse objeto ou de não praticarem esses atos.

**Artigo 6.º**  
**Compensação**

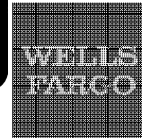
Não é admitida compensação entre aquilo que um terceiro deve à sociedade e o crédito dele sobre algum dos sócios, nem entre o que a sociedade deve a terceiro e o crédito que sobre este tenha algum dos sócios.

**Secção II**  
**Ato constitutivo**

**Subsecção I**  
**Forma e conteúdo do ato constitutivo**

**Artigo 7.º**  
**Forma e conteúdo mínimo do ato constitutivo**

1. O ato constitutivo é celebrado por documento particular, salvo se for exigido forma mais solene pela natureza dos bens com que os sócios entram para a sociedade.
2. O ato constitutivo deve ser elaborado em originais em número bastante para os sócios, a sociedade e o registo.



# Business Checking

Account number: **5555035863** ■ January 14, 2015 - February 11, 2015 ■ Page 1 of 3

DEEPGULF, INC  
DBA TOKE OIL AND GAS S.A.  
17 PALAFOX PL  
SUITE 370  
PENSACOLA FL 32502-5600

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (287)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at [wellsfargoworks.com/start/business-planning](http://wellsfargoworks.com/start/business-planning)

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input checked="" type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

## Activity summary

Beginning balance on 1/14	\$1,500.00
Deposits/Credits	0.00
Withdrawals/Debits	- 12.00
<b>Ending balance on 2/11</b>	<b>\$1,488.00</b>
Average ledger balance this period	\$1,500.00

Account number: **5555035863**

**DEEPGULF, INC**  
**DBA TOKE OIL AND GAS S.A.**

*Florida account terms and conditions apply*

For Direct Deposit use  
Routing Number (RTN): 063107513

For Wire Transfers use  
Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



EXHIBIT

II

The  
Minutes  
and  
By Laws  
OF THE MEETINGS  
OF  
**DEEPGULF, INC.**

PUBLISHED BY  
**FLORIDA CORPORATION SUPPLIES**  
*"48 Hour Service For The Attorney"*  
Post Office Box 2087  
Hollywood, Florida

**BYLAWS**  
**OF**  
**DEEPGULF, INC.**

**ARTICLE I**

**Offices**

- Section 1. Registered Office. The registered office of the Corporation within the State of Florida shall be at 700 South Palafox, Suite 220, Pensacola, Florida 32502.
- Section 2. Other Offices. The corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Florida, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

**ARTICLE II**

**Meetings of Shareholders**

- Section 1. Time and Place. All meetings of the shareholders for the election of directors and all special meetings of shareholders for that or for any other purpose shall be held at such time and place within or without the State of Florida as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.
- Section 2. Annual Meeting. The annual meeting of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. Such meetings shall be for the election of directors and the transaction of such other business as may come before them.
- Section 3. Notice of Annual Meeting. Written notice of the date, place, and hour of the meeting shall be given personally or by mail to each shareholder entitled to vote thereat, not less than ten (10) nor more than sixty (60) days before the date of the meeting.
- Section 4. Special Meetings. Special meetings of shareholders for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the CEO or the Board of Directors and shall be called by the CEO or the Secretary upon the request in writing of a majority of the shareholders. Such request shall state the purpose or purposes of the proposed meeting.

law adopted by the Board may be amended or repealed by vote of the holders of share entitled at the time to vote for the election of directors.

Section 2. Amendment Affecting Election of Directors, Notice. If any by-law regulating an impending election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of shareholders for the election of Directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

## **ARTICLE XI**

### **Indemnification**

Section 1. Indemnification.

- (a) To the full extent authorized or permitted by the provisions of the Florida Business Corporation Act, or by any amendment thereof or other statutory provisions authorizing or permitting such indemnification adopted after the date hereof, and subject only to the exclusions set forth in Section 1(b) below, **the Corporation shall hold harmless and indemnify any person, his testator or intestate against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees and costs of investigation, actually and reasonably incurred in any action or proceeding or any appeal therein in which that person is made or threatened to be made a party** (including an action, proceeding or appeal therefrom by or in the right of the corporation to procure a judgment in its favor) whether civil, criminal or investigatory, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which that person served in any capacity at the request of the Corporation, **by reason of the fact that he was a director or officer of the Corporation** or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity.
- (b) **No indemnification shall be made to or on behalf of any person if a judgment or other final adjudication adverse to that person establishes that** his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Furthermore, no indemnification pursuant to Section 1 hereof shall be made by the Corporation (i) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful, (ii) on account of any suit in which judgment is rendered against such person

for an accounting of profits made from the purchase or sale by the person of securities of the Corporation pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any Federal, state or local statutory law, or (iii) with respect to any proceeding or settlement not authorized or consented to by the Corporation.

Section 2. Continuation of Indemnity. All agreements and obligations of the Corporation pursuant to this Article shall continue during the period the person is a director or officer of the Corporation (or serves any other corporation, partnership joint venture, trust, employee benefit plan or other enterprise in any capacity at the request of the Corporation) and shall continue thereafter so long as the person shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that the person was a director or officer of the corporation or serving in any other capacity referred to herein.

Section 3. Notification and Defense of Claim. Promptly after receipt of notice of the commencement of any action, suit or proceeding, a person seeking indemnification pursuant to this Article shall notify the Corporation of the commencement thereof, but the omission so to notify the Corporation will not relieve it from any liability which it may have to the person otherwise than under this Article. The Corporation will be entitled to participate therein at its own expense in any such action, suit or proceeding as to which the person notifies the Corporation. Except as otherwise provided below, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the person seeking indemnification. After notice from the Corporation to that person of its election so to assume the defense thereof, the Corporation will not be liable to the person under this Article for any legal or other expenses subsequently incurred by the person in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The person seeking indemnification shall have the right to employ his counsel in such action, suit or proceeding, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of that person unless (A) the employment of such counsel has been authorized by the Corporation, (B) the person has reasonably concluded that there may be a conflict of interest between the Corporation and that person and the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation as to which a person seeking indemnification shall have made the conclusion provided in (B) of the preceding sentence.

Section 4. Advancement and Repayment of Expenses. All expenses reasonably incurred by a person entitled to indemnification under this Article in connection with a

threatened or pending proceeding covered by this Article shall be promptly advanced or reimbursed by the Corporation upon receipt of written demand and an undertaking by that person to reimburse the Corporation for all reasonable expenses paid by the Corporation in defending the proceeding or advanced to the person in accordance with the preceding section in the event and only to the extent that it shall be ultimately determined that the person is not entitled to be indemnified by the Corporation for such expenses under the provisions of the Florida Business Corporation Act, the Corporation's Articles of Incorporation or this Article.

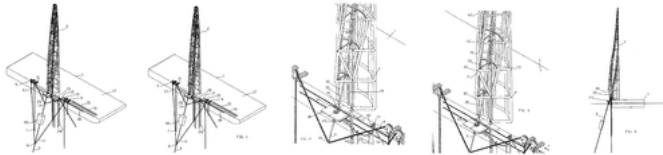
- Section 5. Procedure for Indemnification. The Board of Directors shall make the determinations with respect to indemnification pursuant to Section 1 of this Article in accordance with the requirements of the Florida Business Corporation Act, Section 607.0850, Florida Statutes.
- Section 6. Contractual Article. This Article shall be deemed to constitute a contract between the Corporation and each person who may be entitled to indemnification hereunder, who serves in such capacity at any time this Article is in effect. No repeal or amendment of this Article shall reduce the indemnification of any person pursuant to this Article except with respect to events occurring 30 days thereafter provided that prior written notice of the repeal or amendment is given to that person. No amendment of the Florida Business Corporation Act shall reduce the indemnification under this Article with respect to any event occurring or allegedly occurring prior to the effective date of such repeal or amendment.
- Section 7. Insurance. The Corporation may purchase and maintain insurance to indemnify the Corporation and any person eligible to be indemnified under this Article within the limits permitted by law.
- Section 8. Nonexclusivity. The indemnification provided by this Article shall not be exclusive of any other rights which may be granted by or pursuant to any statute, corporate charter, by-law, resolution of shareholders or directors or agreement. To the full extent permitted by law, the Corporation is authorized to enter into agreement with any such person providing him additional rights to indemnification or advancement of expenses.

## Flex J-Lay tower

### Abstract

A method for j-laying a pipeline from an offshore vessel to the floor of the ocean comprising a multiplicity of winches for supporting the upper end of the pipeline at its natural hanging angle, a mast in a fixed angle to the vessel, holding new pipe section in the mast for welding to the upper end of the pipeline, and flexing the lower end of the new pipe section into alignment with the upper end of the pipeline to allow welding to the pipeline and flexing the remainder of the new pipe section to remain within the mast.

### Images (5)



### Classifications

■ **F16L1/19** Laying or reclaiming pipes on or under water on the bottom the pipes being S- or J-shaped and under tension during laying the pipes being J-shaped

[View 1 more classifications](#)

### Claims (27)

[Hide Dependent](#) ^

We claim:

1. A method of j-laying pipes from a vessel on the surface of the water to the ocean floor comprising  
a mast in a fixed position relative to said vessel, said mast holding a new pipe section,  
a pipeline suspended from said vessel at an angle with respect to said mast such that the upper end of said pipeline is not axially aligned with said mast,  
alternately welding said new pipe sections onto said upper end of said pipeline to become part of said pipeline and lowering the combination of said pipeline and said new pipe section,  
said new pipe section being flexed such that said lower end of said new pipe section is axially aligned with said upper end of said pipeline,  
wherein said pipeline is suspended from said vessel with winches, and  
wherein a first pair of winches cooperate with a first connector to support said pipeline while a second connector is released for movement and alternately a second pair of winches cooperate with said second connector to support said pipeline while said first connector is moved in order to lower said pipeline.
2. A method of j-laying pipes from a vessel on the surface of the water to the ocean floor comprising  
a mast in a fixed position relative to said vessel, said mast holding a new pipe section,  
a pipeline suspended from said vessel at an angle with respect to said mast such that the upper end of said pipeline is not axially aligned with said mast,  
alternately welding said new pipe sections onto said upper end of said pipeline to become part of said pipeline and lowering the combination of said pipeline and said new pipe section,  
said new pipe section being flexed such that said lower end of said new pipe section is axially aligned with said upper end of said pipeline,  
wherein a multiplicity of arms are provided to flex said new pipe section, and

## EXHIBIT



US6776560B2

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[REELPOWER LICENSING CORP](#)

### Worldwide applications

2002 [US](#)

### Application US10/167,891 events ②

**2002-06-13** Application filed by Mark Moszkowski, Benton F. Baugh

**2002-06-13** Priority to US10/167,891

**2003-12-18** Publication of US20030231931A1

**2004-08-17** Application granted

**2004-08-17** Publication of US6776560B2

**Status** Expired - Fee Related

**2022-06-13** Anticipated expiration

[Show all events](#) v

**Info:** [Patent citations \(32\)](#), [Cited by \(13\)](#), [Legal events](#), [Similar documents](#), [Priority and Related Applications](#)

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wherein said arms are mounted on circular tracks for movement around said mast.

3. A method of j-laying pipes from a vessel on the surface of the water to the ocean floor comprising

a mast in a fixed position relative to said vessel, said mast holding a new pipe section,

a pipeline suspended from said vessel at an angle with respect to said mast such that the upper end of said pipeline is not axially aligned with said mast,

alternately welding said new nine sections onto said upper end of said pipeline to become part of said pipeline and lowering the combination of said pipeline and said new pipe section,

said new pipe section being flexed such that said lower end of said new pipe section is axially aligned with said upper end of said pipeline, and

wherein said new pipe section is brought to the mast for attachment to the upper end of said pipeline by lowering into the water and pulling up into said mast.

4. The invention of claim 3, wherein said new pipe section is brought to said mast in 2 or more pipe pieces for welding together to form said new pipe section.

5. The invention of claim 4, wherein said 2 or more pipe pieces are formed of pipe joints welded together on the deck of said vessel.

6. A method of j-laying pipes from a vessel on the surface of the water to the ocean floor comprising

suspending the upper end of a pipeline below a vessel on a multiplicity of flexible lines from winches and controlling said winches to position said upper end of said pipeline below a mast,

said mast being mounted at a fixed angle with respect to said vessel,

suspending a new pipe section to be welded to the said upper end of said pipeline in said mast,

using a multiplicity of arms to flex said new pipe section such that the lower end of said new pipe section is axially aligned with said upper end of said pipeline,

welding said lower end of said new pipe section to said upper end of said pipeline, and

lowering said pipeline.

7. The invention of claim 6, wherein said pipeline is suspended from said vessel alternately with two sets of said winches.

8. The invention of claim 7, wherein said winches use chain to suspend said pipeline.

9. The invention of claim 6, wherein said multiplicity of arms are provided to flex said new pipe section.

10. The invention of claim 9, wherein said arms are mounted on circular tracks for movement around said mast.

11. The invention of claim 6, wherein said new pipe sections are keelhaunched below said vessel to deliver them to said mast.

12. The invention of claim 6, further comprising weathervaning said vessel about said pipeline, using said multiplicity of arms to keep the lower end of said new pipe section aligned with said upper end of said pipeline.

13. The invention of claim 6, wherein the first pair of said winches connected to a first connector support said pipeline while the second pair of said winches connected to a second connector adjusts to a different holding position.

14. The invention of claim 6, wherein the first pair of said winches are connected to a first connector supporting said pipeline while the second pair of said winches are connected to a second connector to be released from said pipeline to pass an object larger than said pipeline.

15. A method of j-laying pipes from a vessel on the surface of the water to the ocean floor comprising

a mast mounted on a floating vessel,

suspending pipe sections in the water,

bringing said suspended pipe sections up out of the water and into said mast,

welding 2 or more said suspended pipe sections together to make a longer pipe section,

suspending a pipeline being laid from said vessel by a multiplicity of winches, said suspended pipeline having an upper end,

welding the lower end of said longer pipe section to said upper end of said pipeline, and

using said multiplicity of winches to lower said combination of said pipeline and said longer pipe section.

16. The invention of claim 15, wherein said mast is fixed relative to said vessel.

17. The invention of claim 15, wherein the first pair of said winches connected to a first connector support said pipeline while the second pair of said winches connected to a second connector adjusts to a different holding position.

18. The invention of claim 15, wherein the first pair of said winches are connected to a first connector supporting said pipeline while the second pair of said winches are connected to a second connector to be released from said pipeline to pass an object larger than said pipeline.

19. The invention of claim 15, wherein said a multiplicity of arms are provided to flex said new pipe section.

20. The invention of claim 19, wherein said arms are mounted on circular tracks for movement around said mast.

21. The invention of claim 15, wherein said new pipe sections are keelhaunched below said vessel to deliver them to said mast.

22. The invention of claim 15, further comprising weathervaning said vessel about said pipeline and using said multiplicity of arms to keep the lower end of said new pipe section aligned with said upper end of said pipeline.

23. The invention of claim 15, wherein the first pair of said winches connected to a first connector support said pipeline while the second pair of said winches connected to a second connector adjusts to a different holding position.

24. The invention of claim 15, wherein the first pair of said winches are connected to a first connector supporting said pipeline while the second pair of said winches are connected to a second connector to be released from said pipeline to pass an object larger than said pipeline.

25. The invention of claim 15, wherein the welding together of said 2 or more pipe sections occurs proximate the base of said mast.

26. The invention of claim 15, wherein 2 or more weld stations are provided proximate the base of said mast for welding 2 or more new pipe sections together at the same time.

27. The invention of claim 15 wherein a first weld station is provided proximate the base of said mast and a second weld station is provided higher in said mast to allow two welds to be made on said new pipe section at the same time.

## Description

### BACKGROUND OF THE INVENTION

Underwater pipelines can be continuously laid from a surface vessel employing S-Lay, Natural J-Lay or Forced Vertical J-Lay mechanical arrangements. Each of these methods have the pipeline being laid approaching the ocean floor in a catenary curve.

S-Lay systems have the pipeline bent back from its near catenary curve to an almost horizontal position where strings of pipes can be added on a vessel deck. Natural J-Lay systems (called J-Lay systems in short) keep the pipeline in its natural near catenary attitude. New pipes have to be brought up at a slanting angle to match the angle of the upper end of the pipeline in the water. Forced Vertical J-Lay systems have the top end of the pipeline bent further from the near catenary curve so as to bring it to a vertical position where new pipes can be added in a vertical tower.

Both the first and the third type use so-called "stingers" to bend the pipeline to the desired attitude for welding new pipe sections. The second type requires a pipe clamping device sometimes also called improperly a "stinger".

S-Lay arrangements offer the definite advantage of a near horizontal pipeline on vessel deck, allowing in-line multiple welding, testing and coating stations but require long and, in deep water, deep, expensive and relatively fragile stingers to bend the pipe from its natural no moment angle in the water to the near horizontal on the vessel deck.

Forced Vertical J-Lay systems allow the use of fixed vertical pipe laying towers but also require a sometimes very deep stinger. In addition, keeping the stingers within reasonable dimensions sometimes induce plastic deformation of the pipe, or permanent plastic deformation. In large diameter pipelines, the moment required to handle the upper end of the pipeline can be substantial.

Natural J-Lay systems do not require genuine stingers, strictly speaking, but at the cost of a neither horizontal nor vertical laying attitude, thus involving complex articulated towers. Current natural J-Lay arrangements demand the provision of complex upending or erecting strongback arms to bring new pipes or strings of pipes to a non horizontal variable position where they are jointed to the existing deployed pipeline.

The three kinds of arrangements require that the pipeline total weight be supported above deck in clamps or friction tensioners, the weight of the pipe being held back from the bottom or the top of the systems. Whether J-Laying or S-Laying, that provision is a real drawback when the job calls for the installation of large manifolds inline, as the size of the manifold is bound to be limited by the dimensions of the tensioning or weight holding device. In addition, near vertical J-Lay arrangements where the weight of the deployed pipeline is supported from the top of the tower require very strong structures, thus limiting the overall capacity of the system.

Natural J-Lay Systems have historically been designed as modified onshore drilling rigs. Little of the specific marine environment taken into consideration and all operations are carried on above vessel deck level until the pipeline is eventually lowered into the water. Those systems use drawworks, ram-rig type cylinders or near vertical friction pipe tensioners to hold back the weight of the deployed pipeline, strongback pipe erectors to upend new strings of pipe and rotating articulated masts to allow for a variable pipe angle at water level. In addition, some designs integrate mechanical gimbaling of the whole system to compensate for weathervaning vessel rotation.

### SUMMARY OF THE INVENTION

The object of this invention is to provide a system for laying pipeline from a vessel with a tower at a fixed angle, but allowing the lower end of the new pipe sections to be aligned with the suspended pipeline by flexing the new pipe sections.

A second object of the present invention is to suspend the pipeline with a multiplicity of winches.

A third object of the present invention is to allow weathervaning of the vessel around the suspended pipeline.

Another object of the invention is to suspend the load of the pipeline below the deck of the vessel rather than above the deck of the vessel.

Another object of the invention is to allow for handling of relatively large subsea packages in the work area while handling the load of the pipeline below the working table area.

Another object of the invention is to provide an area to feed relatively short pipe sections into the tower for welding together in the tower.

Another object of the present invention is to provide the ability to lay pipelines at a variety of angles from a fixed angle tower, without requiring the inducement of a moment on the top of the pipeline.

Another object of the invention is to do the required pipe bending on the portion of the pipeline which is not under tension.

### BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a perspective view of a system of this invention.

FIG. 2 is a perspective view of the work table area.

FIG. 3 is a perspective view of the lower section of the mast.

FIG. 4 is a view of the mast from the front of the vessel.



DESCRIPTION OF THE PREFERRED EMBODIMENT

Referring now to FIG. 1, a vessel **1** is shown having mast **2** rigidly attached. A pipeline **3** is suspended into the seawater by winches **4** and **5** cooperating with chains **6** and **7** and with connector **8**. The pipeline **3** is also suspended by winches **10** and **11** cooperating with chains **12** and **13** and with connector **14**. Connectors **8** and **14** are releasable types as are well known in the industry. The pipeline **3** is lowered by releasing one connector, i.e. **8** and lowering chains **12** and **13** by winches **10** and **11** respectively. While the pipeline **3** is being lowered, the winches **4** and **5** pull chains **6** and **7** up along with connector **8** to the top of its stroke. At that time connector **8** will be relocked and connector **14** will be released and the process repeated. In this type of "hand over hand" operation, the pipeline will be lowered.

New pipe sections **15** and **16** are shown on the deck **17** of vessel **1**. New pipe section **18** has been moved to engage a track **19** and is shown swung down into the water as new pipe section **20**.

Referring now to FIG. 2, the upper end **25** of pipeline **3** is shown going thru a split work table **26** and thru a split stinger **27**. Stingers of conventional designs are usually utilized to assist in bending of the upper end of the pipeline under high tension to allow its alignment with the new pipe section above. In contrast, stinger **27** is utilized only to stabilize the upper end **25** of pipeline **3** for welding. New pipe section **30** has a lower end **31** for welding to the upper end **25** of pipeline **3**. As will be discussed later, the new pipe section **30** is flexed to align with the natural position of the upper end **20** of pipeline **3**.

New pipe section **35** is shown in an alternate position to new pipe section **30**, illustrating the degree of movement which the flexing of the new pipe sections of this invention allows.

Pipe section **18** is shown attached to track **19** and swung down as new pipe section **20** using a connector **40**. The new pipe section **20** moves around the track **19** at positions **41**, **42**, and **43**. Finally, the new pipe section is pulled up into the mast **2** as new pipe section **50**. When the mast **2** can handle longer new pipe sections than the vessel **1** can weld together from shorter pipe sections, shorter sections can be pulled up into the mast in sequence and welded together generally in the area indicated as **51**. In special cases such as when the deck of the vessel can only deliver doubles of pipe and the tower can handle sextuples, 2 preparation welds can be required for every actual pipeline weld. This means that 2 separate pipe stations would be required at **51**, or alternately a second weld station can be established part way up the mast **2**.

Referring now to FIG. 3, several flexing sections **60**, **61**, **62**, and **63** are shown engaging the new pipe section **30**. In flexing section **61**, arm **70** engages a pivot point **71** near the front and a circular track **72** at the rear. The arm **70** has a connector **73** attached which can move along the length of arm **70**. The movement of arm **70** and connector **73** are remotely controlled to flex the new pipe section **30** to be axially aligned with the upper end **25** of new pipe section **3** and within the area of the tower.

Referring now to FIG. 4, in a conventional tower the upper section of the suspended pipeline is bent to align with the mast. In this invention, the upper end **25** of the pipeline **3** is not bent to align with the mast **2**, but rather remains in its natural angle. In the variety of angles available for the pipeline, the upper end of the new pipe section **30** would tend to be a large cone. For a sextuple new pipe section, it would be a very large cone. In this invention, rather than accommodating a very large cone, the mast and the associated arms bends the new pipe section such that the top of the new pipe section is always in the same location. The top of the mast **2** is actually very small rather than a very large cone. This is facilitated because to bend the pipeline under tension below the support point is very difficult. To bend or flex the new pipe section while it is not under tension is much easier.

Referring again to FIG. 1, skid **80** is shown mounted above the support connector **8**. This means that the skid **80** can be welded into the pipeline **3** while above the split work table **26**. The split work table **26** can be separated along tracks **81** and the skid **80** lowered. The connector **14** can be reattached to the pipeline above the skid **80** allowing the connector **8** to be released and reattached above the skid **80**. This process greatly simplifies the process of handling mid-pipeline skids such as **80**.

The particular embodiments disclosed above are illustrative only, as the invention may be modified and practiced in different but equivalent manners apparent to those skilled in the art having the benefit of the teachings herein. Furthermore, no limitations are intended to the details of construction or design herein shown, other than as described in the claims below. It is therefore evident that the particular embodiments disclosed above may be altered or modified and all such variations are considered within the scope and spirit of the invention. Accordingly, the protection sought herein is as set forth in the claims below.

Patent Citations (32)

Publication number	Priority date	Publication date	Assignee	Title
<a href="#">US3331212A</a>	1964-03-23	1967-07-18	Shell Oil Co	Tension pipe laying method
<a href="#">US3472034A</a>	1967-02-06	1969-10-14	Brown & Root	Method and apparatus for controlling pipeline laying operations
<a href="#">GB1178219A</a>	1967-05-31	1970-01-21	Grands Travaux De Marseille Sa	Improvements in or relating to a System for Laying of Submarine Pipe Lines
<a href="#">US3555835A</a> *	1968-08-16	1971-01-19	Healy Tibbitts Construction Co	Suspended pipe laying stringer for laying pipelines in unlimited depths of water
<a href="#">US3581506A</a>	1968-12-31	1971-06-01	Pan American Petroleum Corp	Laying pipeline in deep water
<a href="#">US3602175A</a>	1969-07-02	1971-08-31	North American Rockwell	Oil production vessel
<a href="#">US3680322A</a>	1970-04-15	1972-08-01	Brown & Root	Pipeline laying system utilizing an inclined ramp
<a href="#">US3747356A</a>	1972-04-07	1973-07-24	Brown & Root	Method of arresting the propagation of a buckle in a pipeline
<a href="#">US3860122A</a>	1972-12-07	1975-01-14	Louis C Cernosek	Positioning apparatus
<a href="#">US3937334A</a>	1975-02-03	1976-02-10	Brown & Root, Inc.	Pipe handling device
<a href="#">US4068490A</a> *	1975-05-06	1978-01-17	Compagnie Francaise Des Petroles	Method and apparatus for assembling

				and laying underwater pipeline
<a href="#">US4091629A</a>	1977-04-11	1978-05-30	Gunn Charles R	Marine pipeline installation system
<a href="#">US4202653A</a>	1976-04-30	1980-05-13	Western Gear Corporation	Pipe handling apparatus
<a href="#">US4324194A</a>	1976-12-10	1982-04-13	Hydra-Rig, Inc.	Stabilized hoist rig for deep ocean mining vessel
<a href="#">US4340322A</a>	1978-05-05	1982-07-20	Santa Fe International Corporation	Self propelled dynamically positioned reel pipe laying ship
<a href="#">US4347029A</a>	1979-12-28	1982-08-31	Deepsea Ventures, Inc.	Pipe transfer system
<a href="#">US4472079A</a> *	1982-05-19	1984-09-18	Shell Oil Company	Articulated pipe discharge ramp
<a href="#">US4486123A</a>	1981-03-31	1984-12-04	Blohm & Voss Ag	Underwater pipe laying vessel
<a href="#">US4569168A</a>	1982-09-20	1986-02-11	P J Repair Service, Inc.	Self-elevating substructure for a portable oil derrick
<a href="#">US4704050A</a>	1983-10-05	1987-11-03	Bechtel Power Corporation	J-configured offshore oil production riser
<a href="#">US4917540A</a>	1984-08-31	1990-04-17	Santa Fe International Corporation	Pipeline laying system and vessel with pipeline straightening and tensioning device
<a href="#">US5000416A</a>	1990-01-26	1991-03-19	The United States Of America As Represented By The Administrator Of The National Aeronautics And Space Administration	Alignment positioning mechanism
<a href="#">US5145289A</a>	1986-06-19	1992-09-08	Shell Oil Company	Reduced J-tube riser pull force
<a href="#">US5421675A</a>	1993-11-18	1995-06-06	Mcdermott International, Inc.	Apparatus for near vertical laying of pipeline
<a href="#">US5458441A</a>	1991-04-23	1995-10-17	Shell Oil Company	Pipe section for installation into a subsea pipeline
<a href="#">US5464307A</a>	1993-12-29	1995-11-07	Mcdermott International, Inc.	Apparatus for near vertical laying of pipeline
<a href="#">US5527134A</a>	1991-09-25	1996-06-18	Stena Offshore Limited	Pipelaying vessel
<a href="#">US5603588A</a>	1995-09-21	1997-02-18	Ried's Welding (1981) Inc.	Pipeline weight and method of installing the same
<a href="#">US5971666A</a>	1994-03-16	1999-10-26	Coflexip Stena Offshore Limited	Pipe laying vessel
<a href="#">US6213686B1</a>	1998-05-01	2001-04-10	Benton F. Baugh	Gimbal for J-Lay pipe laying system
<a href="#">US6273643B1</a>	1998-05-01	2001-08-14	Oil States Industries	Apparatus for deploying an underwater pipe string
<a href="#">US6293732B1</a>	1998-05-01	2001-09-25	Benton F. Baugh	Travelling table for J-Lay pipelaying system
Family To Family Citations				

\* Cited by examiner, † Cited by third party

## Cited By (13)



Publication number	Priority date	Publication date	Assignee	Title
<a href="#">US20050036841A1</a> *	2001-10-16	2005-02-17	Borgen Eystein	Apparatus and method for use in laying or recovering offshore pipelines or cables
<a href="#">US20060130729A1</a> *	2004-12-20	2006-06-22	Moszkowski Marc M	Dynamic positioning connection
<a href="#">US20100021237A1</a> *	2005-06-29	2010-01-28	Stewart Kenyon Willis	Pipe Laying Vessel and Methods of Operation Thereof
<a href="#">US20100092244A1</a> *	2007-02-05	2010-04-15	Stewart Willis	Method and apparatus for laying a marine pipeline
<a href="#">US20150191222A1</a> *	2014-01-07	2015-07-09	Reel Power Licensing Corp.	Method of Motion Compensation with Synthetic Rope
<a href="#">US10619763B2</a>	2018-02-06	2020-04-14	Benton Frederick Baugh	Subsea pipeline connector method
Family To Family Citations				
<a href="#">US7004680B2</a> *	2004-01-08	2006-02-28	Halliburton Energy Services, Inc.	Temporary support assembly and method of supporting a flexible line

<a href="#">US7255515B2</a> *	2004-03-22	2007-08-14	Itrec B.V.	Marine pipelay system and method
<a href="#">KR20070085870A</a> *	2004-11-08	2007-08-27	셸 인터내셔널 리써취 마트 샤피지 비.브이.	Liquefied natural gas floating storage regasification unit
<a href="#">W02006085739A1</a> *	2005-02-08	2006-08-17	Itrec B.V.	Marine pipelaying system and method for installing an offshore pipeline that includes one or more accessories
<a href="#">DE602005014536D1</a> *	2005-02-25	2009-07-02	Itrec Bv	Offshore system for laying underwater pipes
<a href="#">EP2480810B1</a>	2009-09-24	2017-03-15	Single Buoy Moorings Inc.	Vertical offshore flexible pipeline assembly
<a href="#">W02015167328A1</a> *	2014-04-29	2015-11-05	Itrec B.V.	Marine reel lay method pipeline installation vessel and methods

\* Cited by examiner, † Cited by third party, ‡ Family to family citation

Similar Documents

Publication	Publication Date	Title
<a href="#">AU685687B2</a>	1998-01-22	Pipelaying vessel
<a href="#">US5639187A</a>	1997-06-17	Marine steel catenary riser system
<a href="#">RU2140595C1</a>	1999-10-27	Unit for vertical laying of pipe line in water basin (versions)
<a href="#">AU676431B2</a>	1997-03-06	Pipe laying vessel and method
<a href="#">CN102066820B</a>	2014-12-31	Pipe-laying vessel and method of laying a pipeline
<a href="#">CA1196232A</a>	1985-11-05	Offshore process vessel and a method of operating same to receive oil and/or gas production from a subsea well
<a href="#">AU746912B2</a>	2002-05-02	Device and method for installing conduits at very great depths
<a href="#">US5533834A</a>	1996-07-09	Pipelay stinger
<a href="#">US7025533B1</a>	2006-04-11	Concentrated buoyancy subsea pipeline apparatus and method
<a href="#">US5421675A</a>	1995-06-06	Apparatus for near vertical laying of pipeline
<a href="#">CA2624941C</a>	2014-06-10	Pipeline assembly comprising an anchoring device
<a href="#">CA2219175C</a>	1999-11-02	Cam fluid transfer system
<a href="#">AU2006257635B2</a>	2012-01-19	A connection arrangement
<a href="#">US7029206B2</a>	2006-04-18	Reel type pipeline laying ship and method
<a href="#">AU624598B2</a>	1992-06-18	Apparatus for transferring fluid between a structure on the subsea floor and the surface
<a href="#">CA1224716A</a>	1987-07-28	J-configured offshore oil production riser
<a href="#">EP2615343B1</a>	2014-11-19	Marine pipeline installation system and methods
<a href="#">US6213686B1</a>	2001-04-10	Gimbal for J-Lay pipe laying system
<a href="#">EP0251488B1</a>	1991-11-06	Flexible riser system and method for installing the same
<a href="#">US6554538B2</a>	2003-04-29	Reel type pipeline laying ship and method
<a href="#">US6273643B1</a>	2001-08-14	Apparatus for deploying an underwater pipe string
<a href="#">US9255651B2</a>	2016-02-09	Marine pipeline installation system and method
<a href="#">AU778779B2</a>	2004-12-23	Apparatus, system, and method for installing and retrieving pipe in a well
<a href="#">US7927040B2</a>	2011-04-19	Method for storing, delivering and spooling preassembled pipelines
<a href="#">EP3137801B1</a>	2018-07-04	Marine reel lay method pipeline installation vessel and methods

Priority And Related Applications

Priority Applications (1)

Application	Priority date	Filing date	Title
<a href="#">US10/167,891</a>	2002-06-13	2002-06-13	Flex J-Lay tower

Applications Claiming Priority (1)

Application	Filing date	Title
US10/167,891	2002-06-13	Flex J-Lay tower

Legal Events

Date	Code	Title	Description
2007-12-06	AS	Assignment	<b>Owner name:</b> DEEPGULF, INC., FLORIDA <b>Free format text:</b> ASSIGNMENT OF ASSIGNORS INTEREST;ASSIGNOR:MOSZKOWSKI, MARC;REEL/FRAME:020227/0828 <b>Effective date:</b> 20071204 <b>Owner name:</b> MARC MOSZKOWSKI, FLORIDA <b>Free format text:</b> ASSIGNMENT OF ASSIGNORS INTEREST;ASSIGNOR:BAUGH, BENTON F.;REEL/FRAME:020227/0824 <b>Effective date:</b> 20050922
2008-01-20	FPAY	Fee payment	<b>Year of fee payment:</b> 4
2012-04-02	REMI	Maintenance fee reminder mailed	
2012-06-08	SULP	Surcharge for late payment	<b>Year of fee payment:</b> 7
2012-06-08	FPAY	Fee payment	<b>Year of fee payment:</b> 8
2012-12-17	AS	Assignment	<b>Owner name:</b> REELPOWER LICENSING CORP., OKLAHOMA <b>Free format text:</b> ASSIGNMENT OF ASSIGNORS INTEREST;ASSIGNOR:BAUGH, BENTON F.;REEL/FRAME:029483/0218 <b>Effective date:</b> 20121217
2016-03-25	REMI	Maintenance fee reminder mailed	
2016-08-17	LAPS	Lapse for failure to pay maintenance fees	
2016-09-12	STCH	Information on status: patent discontinuation	<b>Free format text:</b> PATENT EXPIRED DUE TO NONPAYMENT OF MAINTENANCE FEES UNDER 37 CFR 1.362
2016-10-04	FP	Expired due to failure to pay maintenance fee	<b>Effective date:</b> 20160817

Concepts

machine-extracted

[Download](#) [Filter table](#)

Name	Image	Sections	Count	Query match
■ welding		claims,abstract,description	16	0.000
■ water		claims	8	0.000
■ Joints		claims	1	0.000

Show all concepts from the description section

Data provided by IFI CLAIMS Patent Services



# United States Patent and Trademark Office

Office of the Commissioner for Patents

EXHIBIT

IV

## Patent Maintenance Fee Receipt

PAYER NAME	PAYMENT DATE	RECEIPT GENERATED	PAYMENT TOTAL
Benton Baugh	01/08/2021	01/08/2021 16:50:32	\$1,250.00

### Payment Details

PAYMENT TYPE	ACCOUNT #	TRANSACTION ID
Credit/Debit Card	*****2880	E202118G50310617

### Patent Details

PATENT #	APPLICATION #
9644792	14729160

Fee Code	Attorney Docket #	Fee Code Name	Sale ID	Fee Code Amount
2551		MAINTENANCE FEE DUE AT 3.5 YEARS	E202118G50310617	\$1,000.00
2554		SURCHARGE - 3.5 YEAR SURCHARGE - LATE PAYMENT WITHIN 6 MONTHS	E202118G50310617	\$250.00

According to the records of the United States Patent and Trademark Office (USPTO), the maintenance fee and any necessary surcharge have been timely paid for the patent listed above. The payment shown above is subject to actual collection. If the payment is refused or charged back by a financial institution, the payment will be void and the maintenance fee and any necessary surcharge unpaid.



**Private Placement Memorandum**

**Confidential Copy No. \_\_\_\_\_**

**DEEPGULF, INC.**

**Five Hundred Thousand (500,000) Shares of Class A Common Stock**

**(Sold in Units of Sixteen (16,000) Shares Each)**

**Minimum Investment: One (1) Unit of Sixteen (16,000) Shares**

**\$3.00 per Share**

**August 6, 2012**

**THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK. INVESTORS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT. [SEE LEGENDS ON PAGES 1-4 AND THE "RISK FACTORS" BEGINNING ON PAGE 23 FOR MORE INFORMATION.]**

**\*\*THIS IS NOT A FIRM OFFER IN THE STATE OF NEW YORK. NO FIRM OFFER MAY BE MADE IN NEW YORK, AND NO DEPOSIT OR SUBSCRIPTION AGREEMENT MAY BE ACCEPTED UNTIL THE ISSUER'S NOTIFICATION FILING HAS BEEN RECEIVED AND ACCEPTED BY THE STATE OF NEW YORK DEPARTMENT OF LAW. THIS OFFERING MATERIAL MAY BE SUBJECT TO FURTHER AMENDMENT.\*\***

## **EXHIBIT "A"**

### **Comparative Summary of the Unaudited Consolidated Financial Statements of the Company (2 pages)**

Attached is a comparative summary of the unaudited consolidated financial statements for the Company and its Subsidiary, Toké Oil and Gas, S.A. for the calendar years ended December 31, 2010 and December 31, 2011.

A copy of the full consolidated financial statements for the calendar years ended December 31, 2010 and December 31, 2011 (including income statements, balance sheets, and cover letters from the Company's Certified Public Accounting firm) is available for review, upon request, at the office of the Company.

The full financial statements were compiled by the Company's Certified Public Accounting firm, but have not been audited or reviewed by such firm. The Company's financial statements do not include all of the disclosures and the statement of cash flows required by generally accepted accounting principles accepted in the United States.



**DEEPGULF, INC. AND SUBSIDIARY**  
**CONSOLIDATED BALANCE SHEET**  
**UNAUDITED**

ASSETS	December 31	
	2011	2010
<b>Current Assets:</b>		
Cash	\$ 209,914	\$ 203,182
Accounts receivable	312,076	52,000
Prepaid expenses	0	2,096
Total current assets	<u>521,990</u>	<u>257,278</u>
<b>Property and Equipment:</b>		
Construction equipment	2,040	
Computer equipment	110,725	1,990
Less accumulated depreciation	(25,901)	498
Net property and equipment	<u>86,864</u>	<u>1,492</u>
<b>Total Assets</b>	<u><u>\$ 608,854</u></u>	<u><u>\$ 258,770</u></u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities:</b>		
Accounts payable	\$ 302,042	\$ 31,551
Accrued expenses	12,753	
Total current liabilities	<u>314,795</u>	<u>31,551</u>
<b>Stockholders' Equity:</b>		
Common stock, \$0.001 par value; 20,000,000 shares authorized, 12,000,000 Class A, 8,000,000 Class B		
4,250,000 Class A shares issued and outstanding	4,250	4,250
350,000 Class B shares issued and outstanding	350	350
Preferred Stock, \$0.001 par value; 5,000,000 shares authorized, -0- issued and outstanding	-	-
Additional paid-in capital	461,400	461,400
Retained deficit	(233,527)	(257,931)
Noncontrolling interest	61,586	19,150
Total stockholders' equity	<u>294,059</u>	<u>227,219</u>
<b>Total Liabilities and Stockholders' Equity</b>	<u><u>\$ 608,854</u></u>	<u><u>\$ 258,770</u></u>





**DEEPGULF, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENT OF INCOME**  
**UNAUDITED**

	<b>YEARS ENDED</b>	
	<u><b>2011</b></u>	<u><b>2010</b></u>
<b>Revenue Earned</b>	\$ 5,919,810	\$ 2,943,337
<b>Cost of Revenue Earned</b>	<u>3,931,861</u>	<u>1,759,084</u>
Gross profit	1,987,949	1,184,253
<b>General and Administrative Expense</b>	<u>1,675,032</u>	<u>1,146,607</u>
Income from operations	312,917	37,646
<b>Other Income:</b>		
Net investment income	<u>78</u>	<u>917</u>
<b>Income Before Income Taxes</b>	312,995	38,563
<b>Income Taxes</b>	<u>246,155</u>	<u>51,966</u>
<b>Net Income</b>	66,840	(13,403)
Less: Net income attributable to the noncontrolling interest	<u>42,436</u>	<u>18,699</u>
<b>Net Income Attributable to Deepgulf, Inc and Subsidiary</b>	<u><u>\$ 24,404</u></u>	<u><u>\$ (32,102)</u></u>



EXHIBIT

VI

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 <b>1040</b>		Department of the Treasury — Internal Revenue Service		U.S. Individual Income Tax Return <b>2004</b>		(99) IRS Use Only — Do not write or staple in this space.																									
For the year Jan 1 - Dec 31, 2004, or other tax year beginning , 2004, ending , 20		OMB No. 1545-0074																													
Label (See instructions.)	Your first name	MI	Last name	Your social security number																											
	RUSTIN R HOWARD			529-90-3650																											
	If a joint return, spouse's first name	MI	Last name	Spouse's social security number																											
Use the IRS label. Otherwise, please print or type.	Home address (number and street). If you have a P.O. box, see instructions.			Apartment no.		▲ Important! ▲ You must enter your social security number(s) above.																									
	431 C East Zarragossa Street																														
	City, town or post office. If you have a foreign address, see instructions.			State Zip code																											
Pensacola, FL 32502																															
Presidential Election Campaign (See instructions.)	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																														
Filing Status	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 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. 5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)																														
Check only one box.																															
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. c Dependents: <table border="1"> <thead> <tr> <th>(1) First name</th> <th>Last name</th> <th>(2) Dependent's social security number</th> <th>(3) Dependent's relationship to you</th> <th>(4) <input checked="" type="checkbox"/> 1 qualifying child for child tax credit (see instrs)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> </tbody> </table> d Total number of exemptions claimed ..... 1						(1) First name	Last name	(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)					<input type="checkbox"/>					<input type="checkbox"/>					<input type="checkbox"/>					<input type="checkbox"/>
(1) First name	Last name	(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)																											
				<input type="checkbox"/>																											
				<input type="checkbox"/>																											
				<input type="checkbox"/>																											
				<input type="checkbox"/>																											
Income	7 Wages, salaries, tips, etc. Attach Form(s) W-2 ..... 5,078. 8a Taxable interest. Attach Schedule B if required ..... 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.																														

Form 1040 (2004) RUSTIN R HOWARD		529-90-3650 Page 2	
<b>Tax and Credits</b>	37 Amount from line 36 (adjusted gross income)	37	6,708.
<b>Standard Deduction for -</b> • 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 if: <input type="checkbox"/> You were born before January 2, 1940, <input type="checkbox"/> Blind. Total boxes checked <input type="checkbox"/> 38a		
	<input type="checkbox"/> Spouse was born before January 2, 1940, <input type="checkbox"/> Blind. checked <input type="checkbox"/> 38a		
	b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here <input type="checkbox"/> 38b		
	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		
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.	
<b>Other Taxes</b>	57 Self-employment tax. Attach Schedule SE	57	
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.	
<b>Payments</b>	63 Federal income tax withheld from Forms W-2 and 1099	63	
If you have a qualifying child, attach Schedule EIC.	64 2004 estimated tax payments and amount applied from 2003 return	64	
	65a Earned income credit (EIC)	65a	
	b Nontaxable combat pay election <input type="checkbox"/> 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.	
<b>Refund</b>	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 <input type="text"/> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d Account number <input type="text"/>		
73 Amount of line 71 you want applied to your 2005 estimated tax	73		
<b>Amount You Owe</b>	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		
<b>Third Party Designee</b>	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 <input type="text"/> Preparer	Phone no. <input type="text"/>	Personal identification number (PIN) <input type="text"/>	
<b>Sign Here</b>	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.		
Joint return? See instructions. <input type="checkbox"/>	Your signature <input type="text"/>	Date <input type="text"/>	Your occupation <input type="text"/>
Keep a copy for your records. <input type="checkbox"/>	Spouse's signature. If a joint return, both must sign. <input type="text"/>	Date <input type="text"/>	Spouse's occupation <input type="text"/>
<b>Paid Preparer's Use Only</b>	Preparer's signature <input type="text"/> Thomas R. Hatfield	Date <input type="text"/> 3/30/05	Preparer's SSN or PTIN <input type="text"/> 133-38-5768
	Firm's name (or yours if self-employed) <input type="text"/> Tom Hatfield, CPA	Check if self-employed <input checked="" type="checkbox"/>	
	Address <input type="text"/> P.O. Box 1107	EIN <input type="text"/> 133-38-5768	
	ZIP code <input type="text"/> Dryden, NY 13053	Phone no. <input type="text"/> (607) 835-6300	

Form 1040 (2004)

Revised on Dec 03, 2004 (2-15-39)

US Department of Housing and Urban Development

OHD No. 2102-0263

A.

## SETTLEMENT STATEMENT

## B. Type of Loan:

☐ FHA ☒ FmHA ☐ Conv. Unins.  
☐ VA ☐ Conv. Ins.
6. File Number  
01344-1046907. 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 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 Zaragoza Street Pensacola, FL 32501

## H. SETTLEMENT AGENT:

Emmanuel Sheppard &amp; 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

210. City/town taxes

211. County taxes

212. Assessments

213.

214.

215.

216.

217.

218.

219.

220. Total Paid By/For Borrower 302,000.00

## 300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross Amount due from borrower (line 120) 372,808.61

302. Less amounts paid by/for borrower (line 220) 302,000.00

303. 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 CHARGES		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Total Sales/Broker's Commission based on price			
Listing Realtor Commission To: Tanner Realty			
Selling Realtor Commission			
Commission paid at Settlement			46,000.00
<b>ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
Loan Origination Fee			
Loan Discount			
Appraisal Fee			
Credit Report			
Lender's Inspection Fee			
Mortgage Insurance Application Fee			
<b>ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
Interest from			
Mortgage Insurance Premium for			
Hazard Insurance Premium for			
<b>1. RESERVES DEPOSITED WITH LENDER</b>			
1. Hazard insurance			
2. Mortgage insurance			
3. City property taxes			
4. County property taxes			
5. Annual assessments			
6.			
7.			
8. Aggregate Accounting Adjustment			
<b>2. TITLE CHARGES</b>			
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
<b>3. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
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
<b>4. ADDITIONAL SETTLEMENT CHARGES</b>			
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	57,238.10

I, the undersigned, 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):

TIN B. HOWARD

SELLER(S):

JOHN R. CLAS

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 statement.

Emmanuel, Sheppard & Condon

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.

NOTE: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For more, see Title 18 U.S. Code Section 1001 and Section 1010.

Revised Feb 26, 2004 (2-15-14)

US Department of Housing and Urban Development  
SETTLEMENT STATEMENT

GSAH No. 2162-0265

<b>Type of Loan</b>			
1 FHA 2 [ ] FmHA 3 [ ] Conv Unins		6 File Number:	7 Loan Number:
1 VA 3 [ ] Conv Ins		00451-098512	8 Mortgage Ins Case #
NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "XXX" were paid outside the closing; they are shown here for information only and are not included in the totals.			
<b>NAME AND ADDRESS OF BORROWER:</b>			
RUSTIN R. HOWARD 2101 Scenic Highway, Apt. #D-101 Pensacola, FL 32503			
<b>NAME AND ADDRESS OF SELLER:</b>			
JOHN R. GLAS 1001 Old Metairie Drive Metairie, LA 70001			
<b>NAME AND ADDRESS OF LENDER:</b>			
<b>PROPERTY LOCATION:</b>			
3 Calle Hermosa Pensacola Beach, FL 32561			
<b>SETTLEMENT AGENT:</b>		<b>PLACE OF SETTLEMENT:</b>	
Emmanuel, Sheppard & Condon (850) 433-6581 Contact: Janet Rogers		30 S. Spring Street Pensacola, FL 32501	
<b>SETTLEMENT DATE:</b>		<b>DISBURSEMENT DATE:</b>	
02/27/2004		02/27/2004	
<b>SUMMARY OF BORROWER(S) TRANSACTION</b>		<b>K. SUMMARY OF SELLER(S) TRANSACTION</b>	
<b>0. GROSS AMOUNT DUE FROM BORROWER :</b>		<b>400. GROSS AMOUNT DUE TO SELLER :</b>	
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.	
<b>Adjustments for items paid by Seller in advance</b>		<b>Adjustments for items paid by Seller in advance</b>	
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.	
<b>0. Gross Amount Due From Borrower</b>	<b>1,537,890.06</b>	<b>420. Gross Amount Due Seller</b>	<b>1,529,247.49</b>
<b>0. AMOUNTS PAID BY OR IN BEHALF OF BORROWER :</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER :</b>	
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.	
<b>Adjustments for items unpaid by Seller in advance</b>		<b>Adjustments for items unpaid by Seller in advance</b>	
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.	
<b>0. Total Paid By/For Borrower</b>	<b>35,314.40</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>379,476.49</b>
<b>0. CASH AT SETTLEMENT FROM/TO BORROWER :</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER :</b>	
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



SETTLEMENT CHARGES		
700. Total Sales/Broker's Commission based on price		
701. Listing Realtor Commission To: Tanner Realty	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
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
00. ADDITIONAL SETTLEMENT CHARGES		
01. Survey To: Lands End Surveying, Inc.		385.00
02. Pest inspection To: Superior Termite & Pest Management		75.00
03. Termite Treatment To: Superior Termite & Pest Management	917.00	
04. Home Inspection To: C. A. Capital Corp. \$300 POC by Buyer to C. A. Capital Corp.		
05. Payoff #70701017752 To: CBCS/Cornell University	65.00	
06. Payoff \$359 \$188 \$144 & \$84 To: CBCS/Medical	775.00	
07. 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*  
**HOWARD By:** *Madreen W. Howard*

Madreen W. Howard, his atty-in-fact

**SELLER(S):**

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

Kathleen I. 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*  
**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.



EXHIBIT

VI

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 <b>1040</b>		Department of the Treasury — Internal Revenue Service		U.S. Individual Income Tax Return <b>2004</b>		(99) IRS Use Only — Do not write or staple in this space.	
For the year Jan 1 - Dec 31, 2004, or other tax year beginning , 2004, ending , 20		OMB No. 1545-0074					
Label (See instructions.)	Your first name	MI	Last name	Your social security number			
	RUSTIN R HOWARD			529-90-3650			
	If a joint return, spouse's first name	MI	Last name	Spouse's social security number			
				518-90-6066			
Use the IRS label. Otherwise, please print or type.	Home address (number and street). If you have a P.O. box, see instructions.			Apartment no.		▲ Important! ▲ You must enter your social security number(s) above.	
	431 C East Zarragossa Street						
	City, town or post office. If you have a foreign address, see instructions.			State Zip code			
	Pensacola, FL 32502						
Presidential Election Campaign (See instructions.)	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Spouse <input type="checkbox"/> Yes <input type="checkbox"/> No	
Filing Status	1 <input type="checkbox"/> Single				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.		
	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)		
Check only one box.							
Exemptions	6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a				Boxes checked on 6a and 6b		
	b <input type="checkbox"/> Spouse				1		
	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)	No. of children on 6c who: • lived with you ..... • did not live with you due to divorce or separation (see instrs) ..... Dependents on 6c not entered above ..... Add numbers on lines above ▶	
	(1) First name Last name				1		
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 divs (see instrs)	9b					
	10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)				10		
	11 Alimony received				11		
	12 Business income or (loss). Attach Schedule C or C-EZ				12		
	13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. ▶ <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					
35 Add lines 23 through 34a				35	0.		
36 Subtract line 35 from line 22. This is your adjusted gross income.				36	6,708.		

Form 1040 (2004) RUSTIN R HOWARD		529-90-3650	Page 2
<b>Tax and Credits</b>	37 Amount from line 36 (adjusted gross income).....	37	6,708.
<b>Standard Deduction for -</b> • 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 <input type="checkbox"/> 38a		
	<input type="checkbox"/> Spouse was born before January 2, 1940, <input type="checkbox"/> Blind. checked <input type="checkbox"/> 38a		
	b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here..... <input type="checkbox"/> 38b		
	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		
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.	
<b>Other Taxes</b>	57 Self-employment tax. Attach Schedule SE.....	57	
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.	
<b>Payments</b>	63 Federal income tax withheld from Forms W-2 and 1099.....	63	
If you have a qualifying child, attach Schedule EIC.	64 2004 estimated tax payments and amount applied from 2003 return.....	64	
	65a Earned income credit (EIC).....	65a	
	b Nontaxable combat pay election..... <input type="checkbox"/> 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.	
<b>Refund</b>	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		
<b>Amount You Owe</b>	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		
<b>Third Party Designee</b>	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 <input type="checkbox"/> Preparer	Phone no. <input type="checkbox"/>	Personal identification number (PIN) <input type="checkbox"/>	
<b>Sign Here</b>	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.		
Joint return? See instructions. <input type="checkbox"/>	Your signature	Date	Your occupation
Keep a copy for your records. <input type="checkbox"/>	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation
<b>Paid Preparer's Use Only</b>	Preparer's signature <input type="checkbox"/> Thomas R. Hatfield	Date 3/30/05	Preparer's SSN or PTIN 133-38-5768
	Firm's name (or yours if self-employed) <input type="checkbox"/> Tom Hatfield, CPA	Check if self-employed <input checked="" type="checkbox"/>	
	Address, and ZIP code <input type="checkbox"/> P.O. Box 1107	EIN 133-38-5768	
	<input type="checkbox"/> Dryden, NY 13053	Phone no. (607) 835-6300,	

Form 1040 (2004)

Revised on Dec 03, 2004 (2-15-39)

US Department of Housing and Urban Development

OMB No. 2502-0263

A.

## SETTLEMENT STATEMENT

## B. Type of Loan:

☐ FHA ☒ FmHA ☐ Conv. Unins.  
☐ VA ☐ Conv. Ins.
6. File Number  
01344-1046907. 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 "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 Zaragoza Street Pensacola, FL 32501

## H. SETTLEMENT AGENT:

Emmanuel Sheppard &amp; 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

210. City/town taxes

211. County taxes

212. Assessments

213.

214.

215.

216.

217.

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219.

220. Total Paid By/For Borrower 302,000.00

## 300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross Amount due from borrower (line 120) 372,808.61

302. Less amounts paid by/for borrower (line 220) 302,000.00

303. 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

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
<b>ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
Loan Origination Fee			
Loan Discount			
Appraisal Fee			
Credit Report			
Lender's Inspection Fee			
Mortgage Insurance Application Fee			
<b>ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
Interest from			
Mortgage Insurance Premium for			
Hazard Insurance Premium for			
<b>1. RESERVES DEPOSITED WITH LENDER</b>			
1. Hazard insurance			
2. Mortgage insurance			
3. City property taxes			
4. County property taxes			
5. Annual assessments			
6.			
7.			
8. Aggregate Accounting Adjustment			
<b>9. TITLE CHARGES</b>			
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
<b>10. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
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
<b>11. ADDITIONAL SETTLEMENT CHARGES</b>			
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	
<b>1. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		<b>8,642.57</b>	<b>57,238.10</b>

I, the undersigned, 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):

TIN B. HOWARD

SELLER(S):

JOHN R. CLAS

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 statement.

Emmanuel, Sheppard & Condon

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

NOTE: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For more, see Title 18 U.S. Code Section 1001 and Section 1010.

Revised Feb 26, 2004 (2-15-14)

US Department of Housing and Urban Development

GSAH No. 2162-0265

## SETTLEMENT STATEMENT

<b>Type of Loan</b>			
1 FHA 2 [ ] FmHA 3 [ ] Conv Unins		6 File Number:	7 Loan Number:
1 VA 3 [ ] Conv Ins		00451-098512	8 Mortgage Ins Case #
NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "XXX" were paid outside the closing; they are shown here for information only and are not included in the totals.			
<b>NAME AND ADDRESS OF BORROWER:</b>			
RUSTIN R. HOWARD 2101 Scenic Highway, Apt. #D-101 Pensacola, FL 32503			
<b>NAME AND ADDRESS OF SELLER:</b>			
JOHN R. GLAS 1001 Old Metairie Drive Metairie, LA 70001			
<b>NAME AND ADDRESS OF LENDER:</b>			
<b>PROPERTY LOCATION:</b>			
3 Calle Hermosa Pensacola Beach, FL 32561			
<b>SETTLEMENT AGENT:</b>		<b>PLACE OF SETTLEMENT:</b>	
Emmanuel Sheppard & Condon (850) 433-6581 Contact: Janet Rogers		30 S. Spring Street Pensacola, FL 32501	
<b>SETTLEMENT DATE:</b>		<b>DISBURSEMENT DATE:</b>	
02/27/2004		02/27/2004	
<b>SUMMARY OF BORROWER(S) TRANSACTION</b>		<b>K. SUMMARY OF SELLER(S) TRANSACTION</b>	
<b>0. GROSS AMOUNT DUE FROM BORROWER :</b>		<b>400. GROSS AMOUNT DUE TO SELLER :</b>	
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.	
<b>Adjustments for items paid by Seller in advance</b>		<b>Adjustments for items paid by Seller in advance</b>	
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.	
<b>0. Gross Amount Due From Borrower</b>	<b>1,537,890.06</b>	<b>420. Gross Amount Due Seller</b>	<b>1,529,247.49</b>
<b>0. AMOUNTS PAID BY OR IN BEHALF OF BORROWER :</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER :</b>	
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.	
<b>Adjustments for items unpaid by Seller in advance</b>		<b>Adjustments for items unpaid by Seller in advance</b>	
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.	
<b>0. Total Paid By/For Borrower</b>	<b>35,314.40</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>379,476.49</b>
<b>0. CASH AT SETTLEMENT FROM/TO BORROWER :</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER :</b>	
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



SETTLEMENT CHARGES		
700. Total Sales/Broker's Commission based on price		
701. Listing Realtor Commission To: Tanner Realty	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
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
00. ADDITIONAL SETTLEMENT CHARGES		
01. Survey To: Lands End Surveying, Inc.		385.00
02. Pest inspection To: Superior Termite & Pest Management		75.00
03. Termite Treatment To: Superior Termite & Pest Management	917.00	
04. Home Inspection To: C. A. Capital Corp. \$300 POC by Buyer to C. A. Capital Corp.		
05. Payoff #70701017752 To: CBCS/Cornell University	65.00	
06. Payoff \$359 \$188 \$144 & \$84 To: CBCS/Medical	775.00	
07. 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*  
**HOWARD By:** *Madreen W. Howard*

Madreen W. Howard, his atty-in-fact

**SELLER(S):**

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

Kathleen I. 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*  
**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.

EXHIBIT  
VII

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**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.

EXHIBIT

F



2011	21/11/2011	21/11/2011	VIR RECU 321R48005 DE: VICENTE XIMENES VILA VERDE MOTIF: SALARY MONTANT RECU: 50975,00 USD TAUX CHANGE: EUR/USD 1,35570 ORIGINE: 60000,00 USD		44 239,14		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: 74075,00 USD TAUX CHANGE: EUR/USD 1,41540 ORIGINE: 75000,00 USD		52 970,89		27-May-11	\$75,000
2011	08/02		VIR RECU 035R55931 DE: TOKE OIL AND GAS 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-Feb-11	\$50,000
2010	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	48 425,26	+317 648,88	24/06/10	24-Jun-10	\$60,000
2010	12/01		VIR RECU 008R42486 DE: 1011179780001 TOKE OIL AND GAS DILI EAST TIMOR MONTANT RECU: 99965,00 USD TAUX CHANGE: EUR/USD 1,44150	69 347,90	+454 882,40	12/01/10	12-Jan-10	\$100,000

**SOCIETE GENERALE**  
**RELEVÉ D'IDENTITÉ 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



**RELEVÉ 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
	<b>SOLDE PRECEDENT</b>		<b>180,83</b>	<b>+1.186,17</b>	
	<b>*** SOLDE AU 31/12/2009 +180,83 ***</b>				
12/01	VIR RECU 008R42486 DE: 1011179780001 TOKE OIL AND GAS DILI EAST TIMOR MONTANT RECU: 99965,00 USD TAUX CHANGE: EUR/USD 1,44150		69 347,90	+454 892,40	12/01/10
12/01	VIREMENT VIRT FAV.50138438 REG DECOUVERT	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
	<b>TOTAUX DES MOUVEMENTS</b>	<b>53.117,37</b>	<b>69.347,90</b>		

AGENCE : [REDACTED]  
 TITULAIRE DU COMPTE  
 M. MARC MOSZKOWSKI



**RELEVÉ DE COMPTE**  
 en euros

du 23 12 2009 au 21 01 2010

envoi n° 1 page 2/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	<b>NOUVEAU SOLDE</b>		<b>16.411,36</b>	<b>+107.651,46</b>	

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 ou appelez 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.

**Filigiane** 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](http://www.particuliers.societegenerale.fr) ou contactez le 09 69 36 7000

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

**SOCIETE GENERALE**

**RELEVÉ D'IDENTITÉ BANCAIRE**

TITULAIRE DU COMPTE  
M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE  
[REDACTED]

Tél. : [REDACTED]

REFERENCES BANCAIRES

Banque	Agence	Numéro de compte	Clé
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

IDENTIFICATION INTERNATIONALE  
IBAN : [REDACTED]  
BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires



## RELEVÉ DE COMPTE

en euros

n° [REDACTED]

du 23 06 2010 au 21 07 2010

BDB

envoi n° 7 page 1/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	<b>SOLDE PRECEDENT</b>	<b>-463,79</b>		<b>-3.042,26</b>	
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		48 425,26	+317 648,88	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 ***	40,71 *		-267,04	24/06/10
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 COMMERCE ELECTRONIQUE	9,90		-64,94	02/07/10
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 COMMERCE ELECTRONIQUE	15,86		-104,03	02/07/10
02/07	CARTE X7272 04/06 BOUYG TEL COMMERCE ELECTRONIQUE	108,99		-714,93	02/07/10
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
	<b>TOTAUX DES MOUVEMENTS</b>	<b>40.693,82</b>	<b>48.425,26</b>		

AGENCE : NICE MUSICIENS  
TITULAIRE DU COMPTE  
M. MARC MOSZKOWSKI



**RELEVÉ 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
	<b>NOUVEAU SOLDE</b>		<b>7.267,65</b>	<b>+47.672,66</b>	

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 ou appelez 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

29376 solde précédent	+	455 points acquis	-	0 points utilisés	-	0 points annulés	=	29831 * nouveau solde
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\*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](http://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

Perte ou vol de carte : 09 69 39 77 77

tarif au 01/01/06 : 0,34 € TTC/min

appel non surtaxé

**SOCIETE GENERALE**  
RELEVÉ D'IDENTITÉ 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



RELEVÉ DE COMPTE

en euros

n°

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
	<b>SOLDE PRECEDENT</b>		<b>432,61</b>	<b>+2.837,74</b>	
25/01	CARTE X5147 RETRAIT DAB 22/01 20H54 CA DES SAVOIE 04842124	40,00		-262,38	25/01/11
26/01	CARTE X5147 RETRAIT DAB 25/01 14H20 CA DES SAVOIE 04842124	40,00		-262,38	26/01/11
	<b>*** SOLDE AU 31/01/2011</b>	<b>+352,61 ***</b>			
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 X5147 16/01 SULPICE TELE COMMERCE ELECTRONIQUE	10,80		-70,84	01/02/11
01/02	CARTE X5147 19/01 LAGODA	25,87		-169,70	01/02/11
01/02	CARTE X5147 21/01 EUROSPORT COMMERCE ELECTRONIQUE	4,90		-32,14	01/02/11
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
	<b>TOTAUX DES MOUVEMENTS</b>	<b>39.502,21</b>	<b>40.374,14</b>		

AGENCE : NICE MUSICIENS  
TITULAIRE DU COMPTE  
M. MARC MOSZKOWSKI



**RELEVÉ 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 ou appelez 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



# RELEVÉ DE COMPTE

## COMPTE DE PARTICULIER - en euros

n°

### VOS CONTACTS

 du 21/05/2011 au 21/06/2011  
 envoi n°6 Page 1/2

#### Votre Banque à Distance, 24 h/24

Code client

M. MARC MOSZKOWSKI

Internet :

Internet mobile :

Téléphone :

#### Votre agence NICE MUSICIENS

Par messagerie dans votre Espace Client

Téléphone :

Fax :

#### Votre Conseiller en agence

Téléphone :

BDB

M. MARC MOSZKOWSKI

LE VERDOS

83300 CHATEAUDOUBLE

### RELEVÉ DES OPÉRATIONS

Contre-valeur indicative 1 euro = 6.55957 francs

Date	Valeur	Nature de l'opération	Débit	Crédit
SOLDE PRÉCÉDENT AU 20/05/2011			219,72	
23/05/2011	23/05/2011	CARTE X5147 RETRAIT DAB 21/05 11H25 HSBC FRANCE DRAGUIGNAN 771641	20,00	
27/05/2011	27/05/2011	VIR RECU 145R54813 DE: VICENTE XIMENES VILA VERDE MOTIF: PAY TO MARC ACCOUNT MONTANT RECU: 74975,00 USD TAUX CHANGE: EUR/USD 1,41540 ORIGINE: 75000,00 USD		52.970,89
27/05/2011	27/05/2011	> FRAIS SUR VIR INTL RECU 145R54813 REF 1454002 1 COMMISSION DE CHANGE POUR: 26,49	26,49*	
*** SOLDE AU 31/05/2011 + 52.704,68 ***				
01/06/2011	01/06/2011	CARTE X5147 03/05 ESCOT 0205-0405	5,00	
01/06/2011	01/06/2011	CARTE X5147 03/05 A.R.E.A.	11,10	
01/06/2011	01/06/2011	CARTE X5147 03/05 REL.ELF DU DORON	77,70	
01/06/2011	01/06/2011	CARTE X5147 04/05 MC DONALD'S/TRANS	7,80	
01/06/2011	01/06/2011	CARTE X5147 06/05 SPF DL	62,37	
01/06/2011	01/06/2011	CARTE X5147 06/05 CARREFOUR DRAGUI	106,63	
01/06/2011	01/06/2011	CARTE X5147 13/05 CARREFOUR MARKET	35,87	
01/06/2011	01/06/2011	CARTE X5147 16/05 INTERMARCHÉ	63,17	
01/06/2011	01/06/2011	CARTE X5147 19/05 LECLERC STATION	79,60	
01/06/2011	01/06/2011	CARTE X5147 20/05 ESCOT 1905-2205	4,60	
01/06/2011	01/06/2011	CARTE X5147 20/05 MAISON DE LA BOU	19,96	
01/06/2011	01/06/2011	CARTE X5147 20/05 CARREFOUR TRANS	73,03	
01/06/2011	01/06/2011	CARTE X5147 21/05 SPF DL	45,36	
01/06/2011	01/06/2011	CARTE X5147 29/04 Agip Suisse SA 220	30,89	
		30,89 EUR SUISSE		

1 Depuis l'étranger : (+33) 1 76 77 3933 - Tarif au 01/01/2011 : 0,34 eur 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.

Société Générale  
 S.A. au capital de 933 027 038,75 Eur

552 120 222 RCS Paris  
 Siège Social  
 29, bd Haussmann 75009 Paris

X RM4-01A




**RELEVÉ DE COMPTE**  
**COMPTE DE PARTICULIER - en euros**

 n° [REDACTED]  
 du 21/05/2011 au 21/06/2011  
 envoi n°6 Page 2/2

Date	Valeur	Nature de l'opération	Débit	Crédit
01/06/2011	01/06/2011	CARTE X5147 30/04 Restaurant Le Sonalon 70,80 CHF SUISSE 1 EUR=1,2861 CHF	55,05	
04/06/2011	04/06/2011	> FRAIS PAIEMENT HORS ZONE EURO 1 PAIEMENT A 1,00 EUR NT 55,05 EUR A 2,70%	2,49*	
04/06/2011	04/06/2011	> FRAIS PAIEMENT HORS ZONE EURO 1 PAIEMENT A 1,00 EUR NT 30,89 EUR A 2,70%	1,83*	
06/06/2011	06/06/2011	VIREMENT	45.000,00	
18/06/2011	18/06/2011	> COTISATION JAZZ	7,50*	
18/06/2011	18/06/2011	> OPTION TRANQUILLITE	0,50*	
<b>TOTAUX DES MOUVEMENTS</b>			<b>45.736,94</b>	<b>52.970,89</b>

**NOUVEAU SOLDE AU 21/06/2011** **+ 7.014,23**

Soit pour information, solde en francs de + 46.010,33 F

Les écritures précédées du signe &gt; désignent les frais sur vos opérations bancaires courantes relatives à la convention de compte de dépôt, ou leur remboursement.



LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 31/05/2011

24964 solde précédent	+	319 points acquis	-	0 points utilisés	-	0 points annulés	=	25283* nouveau solde
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\* dont 8839 points à utiliser avant le 31/12/2011

Avec JAZZ, votre fidélité est récompensée !  
 Pour en savoir plus sur vos points ou les transformer en cadeaux, connectez-vous  
 sur [www.particuliers.societegenerale.fr](http://www.particuliers.societegenerale.fr) ou contactez le 09 69 36 7000