

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: "E

MARC M. MOSZKOWSKI

Defendant.

DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND
MEMORANDUM OF LAW IN SUPPORT

PREAMBLE

Pro-Se Defendant understands that, in a series of detailed emails in the last week of September 2024, the Court had scheduled to hear several Motions during a single hearing to be held on February 10, 2025, to wit:

1. The Defendant's Motion to Strike the Complaint as a Sham, filed on June 23, 2021;
2. The Plaintiff's Motion for Summary Judgement, filed on September 6, 2024, and later Amended on December 5, 2024, and the Defendant's Response of January 21, 2025, at the latest,

- pursuant to extant Rule 1.510;
3. The Defendant's Motion for Summary Judgement, filed by January 1, 2025, and his opponent's Response of January 21, 2025, at the latest.

Considering that the hearings were already scheduled, Pro-Se Defendant inferred that he was not bound to submit a motion for leave to file this Motion for Summary Judgment while the Motion to Strike the Complaint as a Sham is still pending.

COMES NOW, Pro-Se Defendant, and moves this Honorable Court to enter, pursuant to Rule 1.510 of the Florida Rules of Civil Procedure, a Summary Judgment in favor of Defendant, and as grounds therefore states there is no genuine issue as to any material fact and that Defendant is entitled to a judgment as a matter of law, and submits herewith a memorandum in support thereof.

WHEREFORE, Your Petitioner would pray this Honorable Court enter an Order granting Defendant's Motion for Summary Judgment, reserve jurisdiction for determination of attorney's fees, and grant whatever further or different relief to which this Honorable Court deems Defendant may be

entitled.

MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

COMES NOW Defendant Marc Moszkowski, and submits this memorandum in support of his Motion for Summary Judgment.

A. STATEMENT OF UNDISPUTED MATERIAL FACTS

1. In September 2004, Marc Moszkowski and Rustin Howard agreed to form a company together with Rustin Howard to fund it. (Deposition Marc Moszkowski 32:23 and 34:24 (17 July 2019)).
2. DeepGulf, Inc. was founded on 1 December 2004. (Deposition Marc Moszkowski 32:23 and 34:24 (17 July 2019)).
3. On or about 1 August 2005, Plaintiff DeepGulf and Defendant entered into an agreement wherein Defendant agreed to perform certain work for Plaintiff Deepgulf, Inc. in exchange for reasonable compensation ranging from \$120,000 to \$132,000 per year. (See Exhibits "A"-“B”, Exhibit “C” at p. 5, § 2, ¶¶1-2, and Exhibits “G”-“I”, “K”; see also Exhibit “M”). However, although Defendant started work for Plaintiff Deepgulf, Inc. forthwith, Plaintiff Deepgulf, Inc. failed to pay Defendant any salary whatsoever until January 2008,

which accrued therefore to an amount ranging from \$290,000 to \$319,000. Said failure to pay salary was in breach of the terms of the U.S. Visa obtained for Defendant by Plaintiff Deepgulf, Inc. and of the Attestation ¹ provided by Plaintiff Deepgulf, Inc. (See Exhibit "M").

4. "*Noncompetition. Nondisclosure and Developments Agreements*" were signed by both Marc Moszkowski and Rustin Howard on 15 September 2005. (Deposition Marc Moszkowski 48:10-16, 49:3-13, and 217:25 (17 July 2019)).
5. In early 2008 Toke Oil and Gas S.A. (hereinafter "Toke") was incorporated in East Timor. Its owners and directors were in equal parts Marc Moszkowski (President Director General), Vicente Ximenes (Vice-President Director General), and Ernesto Gino Favaro (Vice-President Director General). (Deposition Marc Moszkowski 76:2-12 (17 July 2019)).
6. On 12 May 2008, a contract was signed by Rustin Howard according to which DeepGulf received from Toke 10% of invoicing to Toke by major subcontractor EGS. (Deposition Rustin Howard 129:10-15 (19 July 2019)).

¹ "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."

7. Over the life of the company, Gino Favaro and Vicente Ximenes received together \$959,764.22 net from Toke, while Marc Moszkowski received \$345,000.00 between January 2010 and November 2011, the latter salary having been granted to Marc Moszkowski by Vicente Ximenes after deduction from Vicente's salaries. (Deposition Marc Moszkowski 142:17-24, 143:6-8, 143:17-22, and 147:15-17 (17 July 2019)).
8. Toke was in charge of all activities, from contract negotiation to the last payment, through the execution of the contracts. (Deposition Marc Moszkowski 84:3-10 and 86:22-25 (17 July 2019)).
9. DeepGulf was not involved in operations, only in fund raising. Rustin Howard was in charge of raising capital for DeepGulf. (Deposition Marc Moszkowski 191:12-14 (17 July 2019)).
10. On 27 October 2010, Vicente Ximenes sold his 1/3 stock in Toke to DeepGulf for \$1. On 13 December 2012, Marc Moszkowski sold his 1/3 stock in Toke to DeepGulf for \$100. On the same day, it was agreed that Vicente Ximenes would sell his last 1/3 of stock in Toke to DeepGulf for \$100,000. However, he never received the amount. (Deposition Marc Moszkowski 114:7-10 (17 July 2019)).
11. During the life of the company, communication between Marc

Moszkowski and Rustin Howard was intensive. They exchanged 14,584 emails, and thousands of attachments, plus 3,687 Skype messages. (Deposition Marc Moszkowski 43:18-22, 66:23-67:1, 80:13-15, 83:2-7, 89:21-22, 99:217, 153:17-20 and 101:7-9 (17 July 2019)).

12. Rustin Howard was specifically informed about all salaries paid by Toke to Marc Moszkowski, including but not limited to an email by Defendant dated 6 March 2014 recapitulating all monies personally received by Defendant in France from Toke. (See email attached hereto as Exhibit "F"). Plaintiffs confirmed receipt of said email, as the same was contained within Plaintiffs own discovery production in July 2019.
13. Marc Moszkowski has not been paid any salary since March 2013. (Deposition Marc Moszkowski 199:9-10 (17 July 2019)).

B. STANDARD

The Court, in reviewing a motion for summary judgment, is guided by the standard set forth in the Florida Rules of Civil Procedure, Rule 1.510 (a), which states, in relevant part, as follows:

The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the

movant is entitled to judgment as a matter of law. Florida Rules of Civil Procedure, Rule 1.510 (a). In the 2020 amendments to Florida Rule of Civil Procedure 1.510, found in case citation 2020 WL 7778179 (Fla. Dec. 31, 2020), the Supreme Court of Florida declared that Florida was adopting the federal motion for summary judgment standard, effective May 1, 2021. Such standard is espoused thereafter.

The moving party bears the burden of meeting this exacting standard. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). That is, "[t]he moving party bears 'the initial responsibility of informing the . . . [C]ourt of the basis for its motion, and identifying those portions of the 'pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, which it believes demonstrate the absence of a genuine issue of material fact.'" *U.S. v. Four Parcels of Real Property*, 941 F.2d 1428, 1437 (11th Cir. 1991) (quoting *Celotex*, 477 U.S. at 323). In assessing whether the moving party has satisfied this burden, the Court is required to view the evidence and all factual inferences arising therefrom in the light most favorable to the non-moving party. *Batey v. Stone*, 24 F.3d 1330, 1333 (11th Cir. 1994).

Despite these presumptions in favor of the non-moving party, the

Court must be mindful of the purpose of Rule 56 which is to eliminate the needless delay and expense to the parties and to the Court occasioned by an unnecessary trial. *Celotex*, 477 U.S. at 322-323. Consequently, the non-moving party cannot merely rest upon his bare assertions, conclusory allegations, surmises or conjectures. *Id.* As the Supreme Court noted in *Celotex*:

[T]he plain language of Rule 56(c) mandates the entry of summary judgment . . . against the party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which the party will bear the burden of proof at trial. In such a situation, there can be "no genuine issue as to any material fact," since a complete failure of proof concerning an essential element of the non-moving party's case necessarily renders all other facts immaterial.

Id. at 322-323.

Thus, the mere existence of a scintilla of evidence in support of the non-moving party's position is insufficient. There must be evidence on which the jury could reasonably find for the non-movant. *McLean v. GMAC Mortg. Corp.*, 595 F. Supp. 2d 1360, 1363-64 (S.D. Fla. 2009)(citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986)).

Summary judgment in favor of the movant is proper if, after adequate time for discovery, the motion's opponent fails to establish the existence of

an element essential to his or her case and as to which he or she will bear the burden of proof at trial. *Celotex*, 477 U.S. at 322-23.

C. ARGUMENT

I. Defendant is Entitled to Summary Judgment as to Count I of Plaintiffs' Complaint, Injunctive Relief - Intellectual Property and Developments and Business Opportunity.

Count I of Plaintiffs' Complaint is self-contradictory and Plaintiff Deepgulf, Inc. himself indicates it is moot, while the relief demanded by Plaintiff Deepgulf, Inc. is legally impossible to grant.

Plaintiff Deepgulf, Inc. reports in the very body of Count I that Defendant already assigned his patent interest to Plaintiff Deepgulf, Inc. 20 years ago, 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 Plaintiff Deepgulf, Inc. is suing Defendant for the exclusive ownership of property which was not uniquely his before he assigned to Plaintiff Deepgulf, Inc. his own interest in the property: to wit, there exists for each one of the patents a co-inventor (see Exhibit "N"), unrelated to Plaintiff Deepgulf, Inc., whose existence is well known to Plaintiff Deepgulf, Inc., since his identity clearly appears on each of the patents cited in Count I. Said co-inventor has

not assigned his interests to Plaintiff Deepgulf, Inc.. Hence, the Court cannot "declare that the intellectual property described in Paragraph 17 is owned by DeepGulf" without Plaintiff Deepgulf, Inc. having been already assigned the co-inventor's interest, which is reportedly not for sale. All Plaintiff Deepgulf, Inc. can obtain is Defendant's assignment of his interest in the patents, which he already assigned to Plaintiff Deepgulf, Inc. twenty years ago, in 2005 (paragraph 16 of the complaint, cited above).

Remarkably, one patent, *Flex J-Lay Tower*, which was the patent on which Plaintiff Deepgulf, Inc. was founded ² and was assigned to Plaintiff Deepgulf, Inc. by the co-inventor in 2007, in addition to Defendant's interest, lapsed and then expired on 17 August 2016 because Plaintiff Deepgulf, Inc. 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. The same happened to the *Dual gradient pipeline evacuation method* patent, which also lapsed and then expired on 3 April 2016 due to a failure to pay the maintenance fee. Plaintiff Deepgulf, Inc. is therefore suing frivolously for patents which it has already caused to lapse. (See Exhibit "P" ³).

² See also paragraph 31 in Count III of Plaintiffs' complaint.

³ The patent expired due to nonpayment of maintenance fees under 37 CFR § 1.362

Likewise, had the above-mentioned co-inventor not paid in 2021 the maintenance fee for the first patent on Plaintiff Deepgulf, Inc.'s list (\$1,250 for patent 9644792), that patent would also have lapsed. (See Exhibit "Q").

In addition, Plaintiff Deepgulf, Inc. demands for other intellectual property have been more than satisfied, since all professional information related to Plaintiff Deepgulf, Inc. had been transmitted by Defendant by July 2019, in more than 35,000 electronic messages and attachments.

There subsists in Defendant's hands no hardware, or software, or "customer list" that could possibly belong to Plaintiff Deepgulf, Inc..

Defendant's Motion for Summary Judgment is due to be granted as to Count I of Plaintiffs' Complaint based upon the fact that Claim I is:

- a) self-contradictory;
- b) Plaintiff Deepgulf, Inc. itself indicates it is moot;
- c) The relief demanded by Plaintiff Deepgulf, Inc. would be impossible to grant legally.

II. Defendant is Entitled to Summary Judgment as to Count II of Plaintiffs' Complaint, Breach of Non-Competition Agreement.

Plaintiffs claim that Defendant breached his non-compete agreement in the form of violating the provisions under "Paragraph 1. Noncompetition"

(Plaintiffs' Complaint, Exhibit A), "Paragraph 2. Non-solicitation of Customers", "Paragraph 4 Non-disclosure", and "Paragraph 7 Further Assurances".

In order to recover for breach of contract, a plaintiff must prove by a preponderance of the evidence: (1) the existence of a valid contract; (2) that the plaintiff fulfilled its obligations under the contract; (3) a breach by the defendant; and (4) damages. See *Partylite Gifts, Inc. v. MacMillan*, 895 F. Supp. 2d 1213 (M.D. Fla. 2012).

Here, Plaintiff cannot show that the contract at issue is valid, nor can they show that they fulfilled their obligations under the contract (wherein consideration for the contract was an offer of employment which included a salary), nor have they actually set forth facts that show a breach by the Defendant, nor have they shown any damages. Thus, Plaintiffs' claim under Count II of the Complaint fails.

Any alleged "threats" made by Defendant to leave the corporation and initiate a new corporation which would compete with Plaintiffs are not components of actionable claims because no such action was ever taken by Defendant and no breach occurred.

Further, the agreement is invalid as it is unenforceable and

unacceptable under Florida law. The language set out in each of the provisions of the noncompete agreement contemplated by Plaintiffs (Plaintiffs' Complaint, Exhibit A) fail to contain any geographic limitation, making them unacceptable and unenforceable. See *Partylite Gifts, Inc.*, *supra*, at *1227 (noting restrictive covenant with no geographic limitation are unacceptable.) As such, there are no facts upon which Plaintiffs could base this claim which would allow it to succeed at trial. Thus, Summary Judgment is appropriate.

Additionally, Plaintiffs' breach of contract claim is barred by the statute of limitations. Under Florida law, the statute of limitations for breach is 5 years. See § 95.11(2)(b), Fla. Stat. Thus, Plaintiff's claim that Defendant violated the non-compete as related to his interaction or employment with Toke Oil and Gas would have accrued during the time frame upon which Plaintiffs base their conversion and civil theft claims, which ended in 2012 with Toke's last project. As the Complaint in this matter was filed 3 April 2018, Plaintiffs' claim regarding Defendant's alleged breach of a non-compete agreement is barred since the claim accrued prior to 2012, regardless of whether Plaintiffs were aware of the claim at that time or not. A breach of contract claim under Florida law accrues at the time of the breach "regardless of whether the Plaintiff knew it had a claim." *Beck v. Lazard*

Freres & Co., LLC, 175 F.3d 913, 914 (11th Cir. 1999)(quoting *Fed. Ins. Co. v. Sw. Fla. Ret. Ctr.*, Inc.707 So. 2d 1119, 1112 (Fla. 1998)).

Defendant's Motion for Summary Judgment is due to be granted as to Count II of Plaintiffs' Complaint based upon the fact that the claim is barred by the statute of limitations, the claim is based upon speculative damages and possible scenarios which did not occur, and the fact that the aspects of the non-compete agreement complained of are unenforceable under Florida law.

III. Defendant is Entitled to Summary Judgment as to Counts III-IV of Plaintiffs' Complaint, Civil Theft.

Civil theft is a common law conversion with the criminal intent to steal. See 1-27 Florida Torts § 27.07. Florida Statute § 812.014 (2014) states the elements for civil theft as: (1) knowingly, (2) obtained or used, or endeavored to obtain or use, the plaintiff's property, (3) with felonious intent, (4) either temporarily or permanently to (a) deprive plaintiff of its right to or a benefit from the property or (b) appropriate the property to the defendant's own use or to the use of a person not entitle to the property. (See Florida Statutes section 812.014 (2014); see also § 16:12 Civil Theft).

Plaintiffs have not proven, and cannot show proof, that payment of directors' salaries was "knowingly obtaining or using Plaintiff's property."

Facts were never set out that show that another corporation's money, paid as directors' salaries, was property unequivocally belonging to Plaintiff DeepGulf.⁴

Additionally, Plaintiffs' claims for Civil Theft under Counts III – IV are barred by the statute of limitations. Under Florida law, a civil action for theft "may be commenced at any time within 5 years after the conduct in violation of a provision of this act terminates or the cause of action accrues." Fla. Stat. § 772.17.

Claims for civil theft must be brought "within five years after the cause of action accrues." § 812.035(10), Fla. Stat. (1985)...[I]n *Bove v. PBW Stock Exchange, Inc.*, 382 So.2d 450 (Fla. 2d D.C.A. 1980). The *Bove* court found that a claim for conversion, which is governed by the same "accrual" standard as that applicable to claims for civil theft, began to run at the time of conversion, as distinguished from the time of discovery by the plaintiff. *Id.*, at 452. The Court finds this interpretation most faithful to the clear statutory language.

Armbrister v. Roland Int'l Corp., 667 F. Supp. 802, 822 (M.D. Fla. 1987).

The actual accrual of Plaintiffs' civil theft claim occurred when directors' salaries were paid, which would have been 2012 or before, as the last project completed by Toke ended in 2012. Thus, more than 5 years

⁴ At that time, Toke was not a subsidiary of DeepGulf but was a separate entity to which Toke only owed the agreed upon amount of commissions. (Deposition Rustin Howard 129:10-15 (19 July 2019)).

have elapsed since the accrual of the alleged civil theft under Counts III – IV of Plaintiffs’ Complaint.

Plaintiffs were sent (and confirmed receipt of) emails dated 26 January 2011 and 25 May 2012 reflecting salaries being paid to Defendant by Toke Oil and Gas, S.A. (hereinafter “Toke”). (See emails attached hereto as Exhibit “E”). Plaintiffs were aware that Defendant was a director of Toke, and Plaintiffs became aware Defendant was receiving a salary for his services as President Director of Toke more than 5 years before the institution of the pending lawsuit on 3 April 2018. Further, Defendant discussed extensively with other officers and directors of Plaintiffs on multiple occasions, including but not limited to during a ski vacation in France in 2012, his need for and receipt of income from Toke. (Deposition Bill Lott 136:10-13 (31 July 2019)). Thus, Plaintiffs should be barred from bringing claims for Civil Theft under the applicable the statute of limitations.

Based upon the applicable statute of limitations, and Plaintiffs’ failure to establish the ownership aspect of civil theft, entry of summary judgment in favor of the Defendant is appropriate.

Additionally, Plaintiffs’ failure to establish the element of ownership under their claim for civil theft means that the same must be true for the “ownership” or “right” elements of Plaintiffs’ claim for conversion. "If there

was no factual basis to support a claim for conversion, there can be no cause of action for civil theft." *Heldenmuth v. Groll*, 128 So. 3d 895, 896 (Fla. 4th DCA 2013) (citing *Gasparini v. Pordomingo*, 972 So.2d 1053, 1056 (Fla. 3d DCA 2008)). As such, summary judgment is due to be granted in favor of Defendant as to Plaintiffs' claims under Counts III, IV, V, and VI for Civil Theft and Conversion.

IV. Defendant is Entitled to Summary Judgment as to Counts V-VI of Plaintiffs' Complaint, Conversion.

The Restatement of Torts defines conversion as an intentional exercise of dominion and control over a chattel (property or asset) which so seriously interferes with the right of another to control it that the actor may justly be required to pay the other the full value of the chattel. Under Florida case law, conversion is defined as the wrongful control of another person's property, assets or money. *Seymour v. Adams*, 638 So.2d 1044 (Fla. 5th DCA 1994). The essence of the tort of conversion is the exercise of wrongful dominion or control over property, assets or money to the detriment of the rights of the actual owner. *Goodwin v. Alexatos*, 584 So.2d 1007 (Fla.5th DCA 1991)(emphasis added).

Under Florida law, "[a] conversion consists of an act in derogation of the plaintiff's possessory rights, and any wrongful exercise or assumption of authority over another's goods, depriving him of the possession, permanently or for an indefinite

time, is a conversion." *Palm Beach Golf Ctr.-Boca, Inc. v. John G. Sarris, D.D.S., P.A.*, 781 F.3d 1245, 1258-59 (11th Cir. 2015) (quoting *Star Fruit Co. v. Eagle Lake Growers, Inc.*, 160 Fla. 130, 132, 33 So.2d 858, 860 (1948)). "Conversion is an act of dominion wrongfully asserted over another's property inconsistent with his ownership therein." *Id.* (quoting *Marshall v. Price*, 629 So. 2d 903, 904 (Fla. 4th DCA 1993)). *TCC Air Servs., Inc. v. Schlesinger*, No. 05 80543 CIV-Ryskamp, 2006 U.S. Dist. LEXIS 90223, 2006 WL 3694639, at *3(S.D. Fla. Dec. 12, 2006).

Freestream Aircraft USA Ltd. v. Chowdry, No. 16-cv-81232, 2018 U.S. Dist.

LEXIS 91100, at *33-34 (S.D. Fla. May 31, 2018).

Plaintiffs allege that conversion occurred when Defendant caused directors' salaries to be paid by Toke, and specifically when \$345,000.00 of said directors' salaries were caused to be paid to himself, as President Director General of Toke. Said payments were made over the span of three projects, the last one having been completed in May 2012.

Plaintiffs have not, and cannot, demonstrate that the monies which were paid out as "director salaries" was money that belonged to Plaintiffs. Toke was a separate entity at the time these payments for directors' salaries were made, and DeepGulf had only a singular contract wherein it was to receive a 10% commission from said projects. (Deposition Rustin Howard 129: 1015 (19 July 2019)). DeepGulf never had any other agreement to receive any additional monies from Toke. Nor was DeepGulf entitled to any

of Toke's profits that they paid to their directors. Had that \$1.304 million not been paid toward director salaries, or had that \$345,000.00 of those director salaries not been paid to Defendant, Plaintiffs have not and cannot show that said monies would have been paid to, or somehow belonged to, Plaintiff DeepGulf. As such, the key element of ownership under a claim for conversion is not met, and Plaintiffs' claims under Counts V-VI fail on their face. As noted above, summary judgment is appropriate in instances wherein all elements of a claim are not met.

Plaintiffs cannot establish the existence of the element of ownership to create a genuine issue of material fact concerning conversion or civil theft. Thus, summary judgment is due to be granted in favor of Defendant as to Plaintiffs' claims for civil theft and conversion under Counts III, IV, V, and VI. (See *Freestream Aircraft USA Ltd. v. Chowdry*, No. 16-cv-81232, 2018 U.S. Dist. LEXIS 91100, at *34-35 (S.D. Fla. May 31, 2018) (Holding that [b]ecause the Court does not find that the undisputed material facts establish conversion, the Court cannot find that the undisputed material facts establish civil theft.)

Additionally, Plaintiffs have failed to allege specific damages in light of the fact that no facts have been presented to correlate any entitlement of DeepGulf to monies paid by Toke (prior to Toke allegedly becoming a

subsidiary of DeepGulf) to its directors. “There can be no recovery under Florida law where the evidence is not sufficient to enable the jury to assess damages with a reasonable degree of certainty without leaving the amount awarded to speculation and conjecture.” *Mallari v. W. Auto Supply Co.*, Case No. 86-1229-CIV-T-17, 1988 U.S. Dist. LEXIS 13723, at *1 (M.D. Fla. Oct. 21, 1988). Any loss of business opportunity without proof of DeepGulf’s ability to have obtained said business opportunity, nor any estimation of damages based upon monies which were not ever property of DeepGulf in the first place, are insufficient benchmarks for damages and, thus, Plaintiffs’ pleadings regarding claims for conversion and civil theft are want for damages, leaving Defendant’s Motion for Summary Judgment appropriate and due to be granted.

Further, the statute of limitations for conversion is 4 (four) years from the time of incident or discovery of the wrong. See Fla. Sta. § 95.11(3)(h)-(3)(i) (2011). Counts V-VI are clearly barred by the statute of limitations. Plaintiffs were sent an email by Defendant dated 6 March 2014 recapitulating all monies personally received by Defendant in France from Toke (See email attached hereto as Exhibit “F”). Plaintiffs confirmed receipt of said email, as the same was contained within Plaintiffs own discovery production in July 2019. This action was filed 3 April 2018, more than 4

years after the alleged conversion was or should have been discovered, or occurred. Thus, Plaintiffs are barred by the statute of limitations from asserting Conversion.

Based upon Plaintiffs' failure to establish each necessary element of their claim, as well as the statute of limitations bar, Defendant is entitled to judgment as a matter of law and summary judgment is due to be granted in favor of Defendant as to Counts III, IV, V and VI of Plaintiffs' Complaint.

V. Defendant is Entitled to Summary Judgment as to Count VII of Plaintiffs' Complaint, Fraudulent Misrepresentation.

Plaintiffs assert that Defendant made fraudulent misrepresentations as to a Private Placement Memorandum or "PPM." First, Plaintiffs' claim under Count VII (Fraudulent Misrepresentation) should fail due to Plaintiffs' primary participation in the creation of ⁵, and failure to object to, the PPM. Further, any investments made as a result of the PPM or damages stemming therefrom would only be recoverable by individual investors, not by Plaintiffs. As the only monetary damages even alleged to have been suffered due to the PPM were suffered by individual investors and not the Plaintiff corporations themselves, Plaintiffs' claim for fraudulent misrepresentation fails on its face.

⁵ As evidenced in Exhibit "C", pg. 7, Section 3, Number 5(a)(i)

Plaintiffs have not, however, presented evidence that they have suffered any injury as a result of acting in reliance on any of these alleged misrepresentations. Plaintiffs allege that they have suffered "monetary, emotional, physical, and other damages as a result" of relying on the alleged misrepresentations....Consequently, Plaintiffs' have not presented evidence that they suffered injury in reliance on Defendants' alleged misrepresentations. Their claim for fraudulent misrepresentation therefore fails as a matter of law.

Echeverria v. BAC Home Loans Servicing, LP, 900 F. Supp. 2d 1299, 1308-09

(M.D. Fla. 2012).

Q. And what damage do you allege was caused as a result of these falsehoods that you say were Mr. Moszkowski's responsibility?

A. The damages would be suffered by any person who invested in the corporation.

Deposition Rustin Howard 46:1-5 (19 July 2019).

A claim for fraudulent misrepresentation requires proof of: (1) a false statement concerning a material fact; (2) the representor's knowledge that the representation is false; (3) an intention that the representation induce another to act on it; and (4) consequent injury by the party acting in reliance on the representation. *Alcazar Tower, Ltd. Liab. Co.*, No. 12-CIV-23198-MORE, 2013 U.S. Dist. LEXIS 195676, at *10-11 (S.D. Fla. Jan. 11, 2013)(citing *Bhayani v. Treeco. Inc.*, No. 2:09-cv-672-FtM-29DNF,

2011 U.S. Dist. LEXIS 6942, 2011 WL 250434, *4 (M.D. Fla. Jan. 25, 2011).

Plaintiffs have not alleged any specific damages suffered by the corporation. Plaintiffs' deposition revealed that specific damages to the corporation could not be identified as a result of the PPM. Not only was there a lack of specific numbers as to loss as a result of alleged fraudulent representation, the Plaintiffs have not alleged, nor is there evidence to sustain an allegation of any guarantee concerning returns on investment when money was being solicited by Plaintiffs as a result of the PPM. The loss of funds and/or projects by Plaintiffs was not a product of the PPM nor did the PPM guarantee any future outcomes for Plaintiff corporations or its investors. Even if investors were directly impacted (evidence of which is not established by Plaintiffs), the Plaintiff corporations themselves were not damaged by the representations made within the PPM.

Q. Is it your position that the plaintiffs in this lawsuit have no value now?

A. That the plaintiffs have no value now?

Q. Yeah. How do you calculate the loss that the investors suffered? How do you make that determination?

A. I don't know.

Q. Do you believe that in your skills as a result of your education and experience you have the ability to ascertain what loss any particular investor in the second round had as a result of these falsehoods you say were Mr. Moszkowski's responsibility?

A. I can't say that I do.

Deposition Rustin Howard 57:4-15 (19 July 2019).

Allegations of speculative damages which cannot be quantified in monetary losses suffered directly by the corporation do not suffice as evidence of the injury component to Plaintiffs' claim for fraudulent misrepresentation. See *Echeverria v. BAC Home Loans Servicing, LP*, 900 F. Supp. 2d 1299, 1309 n.9 (M.D. Fla. 2012) citing Restatement 2d Torts § 549 (damages for fraudulent misrepresentation are limited to pecuniary losses).

Plaintiffs' claim under Count VII for Fraudulent Misrepresentation fails as a matter of law as Plaintiffs have not presented evidence that they have suffered injury as a result of the alleged misrepresentations contained in the PPM (which Plaintiffs admittedly co-authored.)(See Exhibit "C", p. 7, Section 3, Number 5(a)(i)). Thus, summary judgment is due to be granted in favor of Defendant as to Plaintiffs' claim under Count VII for Fraudulent Misrepresentation.

VI. Defendant is Entitled to Summary Judgment as to Count VIII of Plaintiffs' Complaint Requesting Declaratory Relief.

There remains no question of material fact as to whether Plaintiffs are or not entitled to Declaratory Relief regarding Plaintiff, Toke.

There has been no evidence presented to support the claim that Toke is a wholly owned subsidiary of DeepGulf. (Plaintiffs' Complaint, p. 1). In fact, Plaintiff, DeepGulf, failed to perform its due diligence in even ascertaining whether Toke Oil and Gas existed, or could have existed, as a Florida corporation at the time it filed suit, naming Toke as a Plaintiff.

Q. Did you take any steps to ascertain whether it was still in existence when you prepared and filed this lawsuit?

A. No.

Q. Did you make any effort to verify that Toke had a valid and current business license, Toke the plaintiff in this lawsuit, has a current and valid business license?

A. No

Deposition Rustin Howard 143:21-144:3 (19 July 2019).

Plaintiffs should be enjoined from bringing any action for Declaratory Relief concerning Toke, and this Court should further bar any claims asserted by Plaintiff, Toke, as its corporate existence has not been, and cannot be verified. Plaintiffs have failed to assert any law or facts which would allow this Court to grant their claim for Declaratory Relief under Count VIII. There is no genuine issue of material fact as to whether Plaintiff, Toke, has established standing to bring a claim in this (or any) Court of Law. Defendant is entitled to a judgment as a matter of law as to Plaintiffs' Count VIII, and thus, summary judgment is due to be granted.

VII. Defendant is Entitled to Summary Judgment as to Count IX of Plaintiffs' Complaint, Breach of Contract.

Plaintiff Deepgulf, Inc. demands irrationally an accounting of funds for which Plaintiff Deepgulf, Inc. received, directly from Defendant, 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 "F").

Defendant is entitled to judgment as a matter of law and summary judgment is due to be granted in favor of Defendant as to Count IX of Plaintiffs' Complaint.

VIII. Defendant is Entitled to Summary Judgment as to Count X of Plaintiffs' Complaint, Injunctive Relief.

Plaintiff Deepgulf, Inc. accuses Defendant irrationally of having accepted employment with a business or entity which was in competition with Plaintiff Deepgulf, Inc., and having engaged in business that was in competition with Plaintiff Deepgulf, Inc., and goes on to state that Defendant worked for foreign corporation Toke Oil & Gas S.A., although Plaintiff Deepgulf, Inc. fails to establish that Toke Oil & Gas S.A. was in any way a competitor of Plaintiff Deepgulf, Inc.'s, notwithstanding that said employment and engagement date back to early 2008 and Plaintiff Deepgulf,

Inc. was duly and timely apprised of all facts. Toke Oil & Gas S.A., which was a client of Plaintiff Deepgulf, Inc., 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.

Defendant is entitled to judgment as a matter of law and summary judgment is due to be granted in favor of Defendant as to Count X of Plaintiffs' Complaint.

IX. Defendant is Entitled to Summary Judgment as to Count XI of Plaintiffs' Complaint, Injunctive Relief.

Defendant leases from a web hosting provider a hosting server, and domain names from various registrars. Plaintiff Deepgulf, Inc. demands access to Defendant's personal property without producing a scintilla of evidence as to its claim of ownership, nor providing any plausible explanation as to why Plaintiff Deepgulf, Inc. was not, and is not, paying itself annual recurrent fees for the property, if it belonged to Plaintiff Deepgulf, Inc.. In addition, and quite outrageously, of the five domains demanded by Plaintiff Deepgulf, Inc., two (deep-gulf.com and pipepredictor.com) were personally purchased by Defendant before Plaintiff Deepgulf, Inc. was even incorporated, one (deep-gulf.net) does not even exist and therefore does not belong to anyone, and as such could have

been easily purchased by Plaintiff Deepgulf, Inc., had Plaintiff Deepgulf, Inc. shown any real interest in owning any domain, which in fact it evidently doesn't⁶. As for the fifth domain, deepgulf.net, it has been for 15 years the primary email domain for Defendant, including for all private correspondence regarding this dispute and other litigation, and it can therefore not be trusted to the Plaintiff, since the risk is considerable for Defendant that the Plaintiff would not only have instant access to all his personal correspondence, but would also impersonate him at will, since no mechanism exists to prevent a new domain manager from using any address he chooses.

The three domains not owned by others belong to Defendant since he has been paying for them annual recurring fees for at least 10 years for the most recent, and 21 years for the oldest (and for two of them before Plaintiff Deepgulf, Inc. even started existing), and so does the host server, which hosts about a dozen other highly personal domains. Had Defendant not

⁶ 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 Plaintiff Deepgulf, Inc. has no "ongoing business" that Defendant knows of, and, if it had any, Defendant demands to know the exact nature of that business, since he is the owner of nearly 50% of Plaintiff Deepgulf, Inc. which owes him at least 8 years of unpaid salaries. Moreover, Plaintiff Deepgulf, Inc. has consistently refused to produce any financial statement since 2019, when he was compelled by the U.S. Court to produce some.

consistently paid registrars over the years 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 registrars over the years for those domain names and web hosting providers for the hosting server, on which he keeps several other private domains, they are unmistakably his.

Finally, the control of a domain name is certainly not a simplistic question of "passwords" only, which indicates a probable lack of understanding of the matter on the part of the Plaintiffs, since on one particular hosting server there can exist no individual "password" for one specific domain among others.

Defendant is entitled to judgment as a matter of law and summary judgment is due to be granted in favor of Defendant as to Count XI of Plaintiffs' Complaint.

D. CONCLUSION

Defendant respectfully requests that this Honorable Court grant his Motion for Summary Judgment in this action, or to grant whatever further or different relief to which this Honorable Court deems Defendant may be entitled. Based upon the available facts and applicable law, there exist no

genuine issues of material fact and Defendant is entitled to summary judgment as prayed for as a matter of law.

Respectfully submitted this 1st day of January 2025.

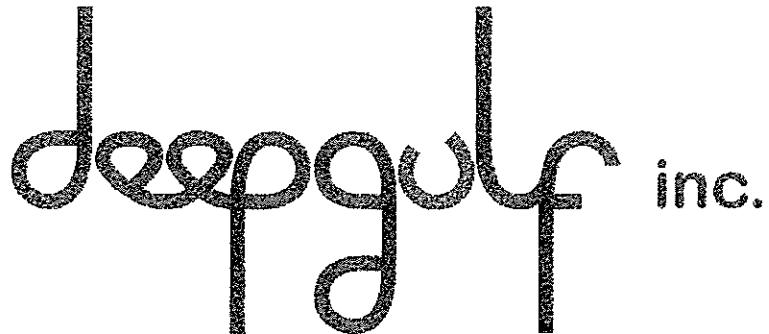
Marc Moszkowski, Pro Se
Email: m.moszkowski@deepgulf.net
Phone: +1(850)316 8462
Le Verdos
83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 1st day of January 2025, a copy of this motion has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.





DeepGulf Inc,
700 South Palafox Place, Suite 200
Pensacola, Florida, 32502

1 August 2005

Dear Marc,

We are delighted to offer you the position of President of DeepGulf, Inc. We look forward to welcoming you to the company and we are excited about the wealth of knowledge and unique experience that you bring with you.

We would like to initially offer you a salary \$120,000 per year including the benefits package as discussed at your interview.

I have attached a copy of the job description for your information.

Please contact me at your earliest convenience to arrange a start date.

Sincerely

A handwritten signature in black ink, appearing to read "Rus Howard".

Rus Howard
SECRETARY (On behalf of the Board of Directors)



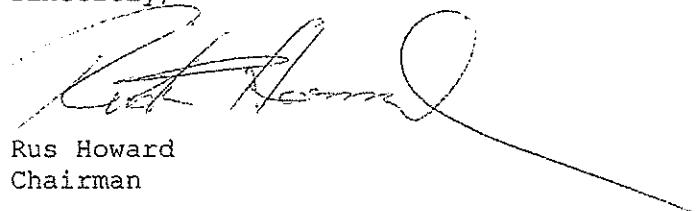
Re: Employment Confirmation Letter

To Whom is may concern:

This letter confirms Marc Moszkowski's employment with DeepGulf Inc. Marc serves as president of DeepGulf, with a salary of \$120,000 per year with standard benefits.

Mr. Moszkowski is responsible for all operations of DeepGulf, including corporate strategy, and oversight of marketing, business development, and engineering.

Sincerely,


Rus Howard
Chairman



August 15, 2014

United States Department of Homeland Security
United States Citizenship and Immigration Services
VSC Premium Processing
ATTN: RFE Response
30 Houghton Street
St. Albans, Vermont 05478

Re: Response to Request for Evidence: I-129/H-1B Petition for a Nonimmigrant Worker filed by DeepGulf, Inc. on behalf of Mr. Marc Moszkowski

Dear Sir/Madam:

We submit this letter to respond to your Request for Evidence ("RFE") in connection with the H-1B petition DeepGulf, Inc. ("DeepGulf" or "the Company") has filed on behalf of Mr. Marc Moszkowski, issued by the Service on June 10, 2014. Specifically the Service would like clarification regarding the following:

- **Specialty Occupation:** The Service has questioned the nature of the job and whether or not it is a specialty occupation.
- **Right to Control:** The Service has requested evidence showing that DeepGulf has the right to control Mr. Maszkowski's employment.
- **Employer-Employee Relationship:** The Service seeks evidence that a valid employer-employee relationship will exist for the requested validity period and that we have maintained an employer-employee relationship during the previous H-1B approval period.

PLEASE NOTE: The following information is confidential and valuable in nature and we request that it not be disclosed to anyone outside USCIS or to any persons at USCIS who do not need to know for the purposes of approving the petition.

Section 1: The Proffered Position of President is a Specialty Occupation

About the Company

The Service has indicated that they would like additional documentation highlighting the nature, scope, and activity of our business. DeepGulf, Inc. is an energy transportation business. It was founded on technology that would enable it to lay ultra-deep, very large pipelines, larger and deeper than any of its

U.S. Department of Homeland Security
Page 2

competitors. While developing this technology, Deep Gulf's customers demanded they expand the scope of their business to include transportation of energy, specifically, compressed natural gas in a marine environment. This energy transportation system was developed by the Deep Gulf team whose core ideas were developed by Mr. Moszkowski. We want USCIS to have an excellent understanding of what our company does in order for you to fully appreciate why Mr. Moszkowski's duties require at least the equivalent of a U.S. Bachelor's degree in Marine Operations and Technology or a related field in order to be the Chief Executive of our company; thus at **Exhibit 1** we are attaching a copy of our power point presentation introducing our company to clients to provide further details.

Mr. Moszkowski will be relieved from Performing Non-Qualifying Functions

The Service incorrectly asserted that we have only 1 employee. In fact, DeepGulf, Inc. has three employee positions, as well as many contractual and professional relationships to accomplish the various daily tasks necessary to operate a business. Please see below for information regarding these employees and contractors:

- Rus Howard, Corporate Secretary and Chief Financial Officer of the Company, is responsible for administrative functions of the company. These functions include controller duties, research into current and future projects, and fundraising. Rus also oversees the corporate books and stock transactions of the company.
- Jennifer Cabbage is employed as an executive assistant who performs day to day office tasks such as answering phones, emails, and filing. She processes the mail and all bills and payments made out of the office. Any incoming revenue is received and deposited by this assistant. She also monitors the financial accounts to ensure all payables and receivables are completed in a timely manner.

NOTE: Mr. Howard and Ms. Cabbage are full time employees, and they take care of 99% of the day to day needs of the company so that Mr. Moszkowski can spend all of his time in the field, using his professional skills and training to lead our company.

- A Certified Professional Accountant, Beth Minor, of Breeze Bookkeeping, is contracted on a monthly basis to handle all bookkeeping and accounting functions, as well as some tax preparation. Beth also processes payroll for our employees. DeepGulf Breeze Bookkeeping provides documents payments for Mr. Minor's activities.
- Saltmarsh, Cleaveland and Gunn performs our US and international income tax preparation, as well as oversight for foreign exchange transactions. Ron Jackson, Managing Partner of Saltmarsh, Cleaveland and Gunn, is our direct contact within this company. DeepGulf Saltmarsh provides documentation that DeepGulf, Inc. has provided compensation for these duties.
- Carolyn Ward, of Clark, Partington, and Hart, acts as the corporate lawyer for DeepGulf, Inc., including handling corporate books, some contracts, and stock transactions.
- Rodney Lewis, of Sydney, Australia, manages all international legal issues, including gas delivery contracts and project contracts. He also has extensive experience and close relationships in the country of Timor. He represented the country of Timor Leste and helped draft some of the founding documents. Mr. Lewis also closely monitors political and energy news in Southeast Asia and offers advice and insights into happenings in the region.
- Bruce Gordon, former lead negotiator for Chevron in Southeast Asia, is our lead negotiator for energy purchase contracts and delivery contracts. Bruce is paid by a success fee.

- Jason Fisher is the company's financial advisor and is located in Singapore. Mr. Fisher has extensive experience in financing oil and gas projects in Southeast Asia and has worked for several of the largest firms in the world, handling such projects. Mr. Fisher further gives advice on how to structure funding and operational needs of our projects.
- Bill Lott and Tom McMillan, members of the Board of Directors, advise the corporation on oil and gas and offshore construction matters. Bill Lott's company, Lott Ship, is one of the largest ship agents in the Gulf of Mexico, managing all of the on-shore needs of vessels for its many clients in the offshore industry. Tom McMillan has been in the oil and gas industry his entire career, developing many parcels and owning an oil refinery in Southern Alabama. The Board of Director's oversees all of Mr. Moszkowski activities. He reports directly to the board and the board reviews his work on a regular basis. The board establishes policy which Mr. Moszkowski and Mr. Howard must implement to the satisfaction of the board.
- Benton Baugh – Founder and Former CEO of Radoil, Inc. a specialty fabricator of reels and components that are used on offshore vessels and rigs. Mr. Baugh, has over 100 patents including patents for depth compensated actuators. He has helped the company develop its own patent portfolio.

To support the information detailed above, and as further evidence that the beneficiary will be performing specialty occupation work, we are submitting contractual agreements and work orders from each of the companies who will utilize Mr. Moszkowski's services as **Exhibits 2-4**, per the Service's request. This also satisfies your request for a list of engagements with which the beneficiary has been involved. These are detailed below:

- **Exhibit 2:** a copy of the draft Memorandum of Understanding for the C-Gas DGNK Joint Venture between NK and DeepGulf established for the marketing of the Compressed Gas Marine Transportation Systems throughout the world. C-GAS is the Joint Venture formed specifically for the development of integrated gas delivery projects: DeepGulf of Florida, United States, has joined with NK/ENK of the Republic of Korea to form C-GAS, Inc., a company which is intended to become the premier worldwide source for the construction and operation of marine compressed natural gas energy delivery systems. Together DeepGulf and NK/ENK contribute their expertise to C-GAS. DeepGulf designs and builds energy production and transportation systems primarily for use in maritime environments and NK/ENK is the world leading compressed gas containment system manufacturer, building systems and developing new technologies to create more efficient compressed gas systems.
- **Exhibit 3:** Memorandum of Understanding for the DGNK- Fabricators Joint Venture between NK and DeepGulf, for the fabrication of Offshore Marine Packages to be integrated into the Drill Rigs, Oil and Gas platforms, FPSO, and FLNG ships being constructed by DSME, Samsung, Hyundai and other ship builders in Korea. DeepGulf performs overall system design and engineering oversight and NK will market the products and services to their contacts and Samsung, DSME, Hyundai and other shipbuilders.
- **Exhibit 4:** MOU Timor Leste Natural Gas Delivery MM11 Signed X Scanned- (Toke is a wholly owned subsidiary of DeepGulf, Inc.) The Government of Timor Leste has signed a Memorandum of Understanding for the transportation of Natural Gas to its shore from the wellhead in the Timor Sea. The final contract is still under negotiation. Quantities, pricing and duration have been agreed to, and we have tentative agreement on the payment guarantee mechanism.

Please also see Exhibit 5 for an organizational chart including specific information such as individuals' names, titles, brief descriptions of job duties and responsibilities, educational attainments, immigration status, and whether they have or will have ownership/interest in the petitioning organization.

Mr. Moszkowski's Job Duties Require a Bachelor's Degree in a Specific Field of Study

Firstly, Mr. Moszkowski is a founder of DeepGulf, Inc., and President of the company. There have been no prior employees who have held the position of President. There is no documentation of other individuals in our establishment who are currently, or were, employed in this position. Please see Exhibit 6 for the job description that was published internally for this specific position, as evidence to help establish the educational requirements of the proffered position of President. The position, however, is so complex and unique that it can be performed only by an individual with a bachelor's degree in a specific field of study. Furthermore, the knowledge required to perform the job duties is usually associated with the attainment of a baccalaureate or higher degree in a specific field of study.

In the position of President, Mr. Moszkowski is responsible for the management of the company, specifically the field operations for an offshore construction company and he reports directly to the Board of Directors. Below you will find a percentage breakdown of the amount of time Mr. Moszkowski spends on each of the duties:

- 49% Implement the Business Plan by developing the company's proprietary patented technologies (specifically develop and manage the engineering and construction of the largest offshore pipe laying system in the world) and by developing strategic business opportunities enabled by such technologies through effective marketing, promotion, personal contact and interaction with high level government official and multinational corporations.
- 12% Negotiate and close contracts for offshore construction and pipe laying projects as well as preliminary supporting projects including bathymetric surveys, port construction, gas shipping and offshore oil and gas field production.
- 35% Personally oversee field operations while ensuring compliance with U.S. and international maritime laws.
- 4% Report to Board of Directors and interact with shareholders as needed

Your RFE correctly points out it is the job duties, not the title, which determine if the job is a specialty occupation. 84% of Mr. Moszkowski's time is spent overseeing, implementing and developing the engineering and construction of a pipeline through a proprietary system devised by the beneficiary. These duties are not possible to do by one without the intellectual abilities that result from the rigors of a course of study equivalent to a Bachelor's Degree in marine technology and operations. It is next to impossible to imagine a more specialized set of job duties than these.

Furthermore, Mr. Moszkowski is responsible for developing strategic business opportunities enabled by the Company's technologies through effective marketing, promotion, personal contact and interaction with high level government official and multinational corporations. These are duties that entail setting the future direction of our Company and are critical to our continued success. These are duties in-line with those of an Executive as defined in the DOL's Occupational Outlook Handbook ("OOH"). The OOH specifies that most Executives, "...have a bachelor's or master's degree in business administration or

in an area related to their field of work ... Executives are also expected to have experience in the organization's area of specialty" (Please see **Exhibit 7**). We have conducted a search of management positions in the field of natural gas and have confirmed that the minimum education requirements for these positions is baccalaureate or higher degree, or its equivalent, in a specific field of study entry in the particular position, in addition to a number of years of particular experience in the job duties described (**Exhibit 8**).

In addition, if you return to the last page of **Exhibit 1**, it shows the Beneficiary with the President of East Timor as they both are signing a multi-million dollar contract. Clearly it shows that the executives in our company are constantly meeting with and discussing our proprietary marine operations and technology with high-level politicians and engineers from around the world. It is not possible to have a chief executive of our company who cannot converse in depth about the marine operations and technology that our company provides. We have conducted a search of management positions in the field of natural gas and have confirmed that the minimum education requirements for these positions is baccalaureate or higher degree, or its equivalent, in a specific field of study entry in the particular position, in addition to a number of years of particular experience in the job duties described.

Section 1 Summary

DeepGulf is an energy transportation business that places very large pipelines on the ocean floor. We have presented ample evidence to prove that the position of President is a specialty occupation within our Company. The job duties can only be performed by an individual who possesses a baccalaureate or higher degree in a specific field of study and the majority of the beneficiary's time will be spent on specialty occupation work. The requirements of the position are further corroborated by evidence in the OOH and advertisements for similar executive positions in the natural gas industry.

Section 2: DeepGulf's Right to Control Mr. Moszkowski's Employment

In your RFE, you indicate that the record does not presently establish that DeepGulf has a valid employer-employee relationship. The RFE specifically questions if DeepGulf has the right to hire, fire, pay, supervise, change employee's compensation, or otherwise control the employee because of his position as a Founder and the President of DeepGulf.

We present the following explanations and evidence to establish by a preponderance of evidence that we have a right to control the beneficiary's employment and a valid employer/employee relationship will exist between DeepGulf and the beneficiary throughout the duration of the requested H-1B validity period:

- 1) Job offer letter (**Exhibit 9**) dated 1 August 2005, wherein DeepGulf offers Mr. Marc Moszkowski the position of President of DeepGulf, Inc. and signed my Mr. Howard as the Corporate Secretary and Chairman of the Board and on behalf of the Board of Directors.
- 2) Employment agreement (**Exhibit 10**) between DeepGulf, Inc., and Mr. Marc Moszkowski signed 1 Aug 2005. This agreement defines the Position, the terms and conditions of employment, compensation and benefits, duties, termination, confidentiality, and non-compete.

- a) Furthermore, DeepGulf retains the Right to hire, fire, pay, supervise, or otherwise control the employee according to the following:
 - i) Marc Moszkowski and Mr. Howard are both founders of DeepGulf, Inc.
 - ii) Marc Moszkowski is the President
 - iii) Marc Moszkowski is the inventor of the technology that is the foundation of the business.
 - iv) Said technology has been contributed to the company in exchange for stock.
 - v) Marc Moszkowski has retained no rights to the technology.
 - vi) All new inventions made by Marc Moszkowski in the field of Oil and Gas and Energy transportation during his tenure as President are the property of DeepGulf.
 - vii) Mr. Howard and Mr. Moszkowski both have substantial beneficial interest in the company through their stock holdings.
- 3) Evidence of the ownership or control of DeepGulf, the petitioning organization:
 - a) Mr. Moszkowski does not control the Board of Directors
 - b) The Board of Directors are elected by the holders of the Class A common shares.
 - c) DG Stock Capital Chart (**Exhibit 11**) shows the stock owned by all DeepGulf Shareholders. No single person holds or controls the vote of the majority of the shares.
 - (1) Marc Moszkowski is the beneficial owner of 47% of the voting shares, however they are held in an irrevocable trust. He does not vote directly, but can provide input to the trustee, who is not required to listen to his input.
 - (2) Rus Howard's beneficial ownership is a close second at 46%.
 - (a) However, almost all of the other shareholders are Mr. Howard's friends, relatives and acquaintances. Marc Moszkowski has little to no influence over them.
 - (3) Mr. Howard's has extensive experience and success in entrepreneurial and high growth companies (i.e. biotech, computer software, payment processing, mobile commerce).
 - (a) He has been a founder and has served as the CEO in several of them and continues to serve on many Boards.
 - (4) Mr. Howard does not want the role as the executive officer in any them, but is happy to take a board position, and support and help with strategic planning, corporate structure, business decisions, corporate governance, and fund raising.
 - (5) Mr. Howard is willing to and has stepped into the Executive Officer position in this or other companies, on a temporary basis if necessary, due to unforeseen circumstances i.e. vacancy due to death, misappropriation of company assets, failure to perform, vote of confidence, etc.
 - 4) Supervision and Governance: As President of DeepGulf, Marc Moszkowski is employed at the will of its Board of Directors, which is constituted by Rus Howard, Marc Moszkowski, William Lott, and Thomas McMillan II, who has the right to hire, fire, pay, supervise, change his compensation, or otherwise control the employee (Please see the DG By-laws at **Exhibit 12**). As President, Mr. Moszkowski reports directly to the Board who oversee his work (Please see **Exhibit 13** for Meeting Minutes).
 - 5) Performance Reviews: The Board meets on a regular basis and the President gives his report of current activities, projects, financial condition and prospective projects and financial projections. The Board reviews and critiques Mr. Moszkowski. Further the Board sets policy, mandates and objectives (Please refer to **Exhibit 13** for Meeting Minutes). The Board meets

in executive session without Mr. Moszkowski present to discuss any matters of concern, such as governance, performance, compliance, compensation or ethics etc.

Section 2 Summary

The Company has the right to hire, fire, review, criticize, and change the pay of Mr. Moszkowski despite his role as Founder and as President of the Company. NO single person has the absolute ability to control the company. Further there are no stock plans or agreements or voting agreements or any other agreement that would enable Mr. Moszkowski to regain voting control of the Company's shares or the Board. DeepGulf is a functioning company, doing real work with real revenue providing real services to its customers and clients. Many of those clients are household names. Through it is joint venture it is also providing important energy to third world economies that will enable them to lift themselves out of poverty. DeepGulf also provides profits and a return to all of its shareholders.

Section 3: Maintenance of Initial Employer-Employee Relationship and Intent to Maintain the Relationship in the Future

In the RFE, it was indicated that the petition was filed without sufficient evidence to document that a valid employer-employee relationship was maintained with the beneficiary throughout the H-1B approval period. We present the following explanations and evidence in support of the claim to establish that valid employer employee relationship was maintained with the beneficiary throughout the H-1B approval period:

- 1) Pay stubs dated 6/1/2012, 10/1/2012, 2/1/2013 and 3/1/2013 to provide evidence that the beneficiary received compensation for his performed duties during the period of the previously approved H-1B status (**Exhibit 14**).
- 2) Mr. Moszkowski's 2011 and 2012 W2s (**Exhibit 15**) to provide evidence of the beneficiary's payroll summaries and/or W-2 forms, evidencing wages paid to the beneficiary during the period of previously approved H-1B status.
- 3) Itineraries, lease renewal documents, and photos of the areas the beneficiary utilizes to perform his employment endeavors (**Exhibit 16**). This includes itineraries to provide a complete schedule of services or engagements with the dates and locations of the services, including an actual monthly documentation of the beneficiary's whereabouts and projects for the previous two years of the approved H1-B Visa period, as well as a projected itinerary of where the beneficiary is expected to be for the next 2 years and the projects he will be working on, which covers the requested recaptured extension period of the visa. This also serves to establish that we have had sufficient work premises available to the beneficiary.
- 4) Copies of the beneficiary's 2 or 3 most recently filed federal individual tax returns (**Exhibit 17**) with all required schedules and statements, as appropriate.
- 5) Documentary examples of work product created or produced by the beneficiary for the past H-1B validity period:
 - a. Business plans
 - i. DG PPM Final (**Exhibit 18**) – in includes a business plan. This Private Placement Memorandum (PPM) was composed by Moszkowski (technical

and operations) and Howard (administrative issues) with the help of legal counsel Ward. The PPM is an offering document used for fundraising in a private business. The core of the PPM is the business plan, which is disclosed to potential investors. In addition to the business plan, included are blue sky disclosures from every state wherein the money is raised as well as other requirements to meet SEC (Securities Exchange Commission) regulation D requirements.

b. Reports

- i. TOG Projects 2008 to 2011-02 Public (**Exhibit 19**) — a report provided by Mr. Moszkowski to the Board of Directors and is a summary of the projects completed during the time period of 2008-2011. Some of the pictures and data have been obscured for confidentiality reasons. Marc is the sole author of this report.
- ii. Geocean — Mr. Moszkowski provided consultation for Geocean (**Exhibit 20**)
 1. Geocean Invoice, 30 July 2013
 2. DG-GO Inspection Invoice 11

c. Presentations

- i. EDTL Energy Supply System (**Exhibit 21**) — a presentation that summarizes the compressed gas energy transportation system to deliver natural gas from the well head in the Timor Sea to the country of Timor to provide an energy source for the electric generation system. This presentation was prepared primarily by Marc Moszkowski with consultation, review and critique from Rus Howard, Rodney Lewis and Vincente Ximenes.

d. Designs/Blueprints

- i. Patent information for the J-Flex (**Exhibit 22**)
- ii. DG-Hyundai CNG Carrier initial engineering (**Exhibit 23**) — Marc Moszkowski's invention that was reduced to the initial engineering drawings created by the Hyundai Corporation with the oversight of Marc Moszkowski.
 1. engineering oversight evidence of work by Marc and Hyundai (**Exhibit 24**) — evidence of the exchange of technical information used for the creation of the engineering drawings
- iii. CNG Module DG-NK (**Exhibit 25**) Engineering Drawings of the CNG modules to be used in the C-Gas Marine Vessel. These drawings were produced by collaboratively by Marc Moszkowski and the engineers at NK, and incorporate all the design characteristics invented by Marc Moszkowski.

e. Photographs of prototypes (**Exhibit 26**) — J-Flex tower prototype, J-Flex prototype

- 6) Due to the position of President reporting directly to the Board of Directors, there are no written performance reviews. Performance reviews for this position are performed during the scope of Board of Director's meeting where the Board gives feedback and suggestions for improvements.
- 7) Copy of any employment history records
 - a. Job offer letter (**Exhibit 9**) to document date of hire.
 - b. Employment agreement (**Exhibit 10**) to document the terms of the beneficiary's employment in relation to the petitioning entity.
- 8) Affidavit of Rustin R. Howard (**Exhibit 27**) concerning the past performance and intent of the DeepGulf Board to employ Mr. Marc Moszkowski during the proposed validity period.

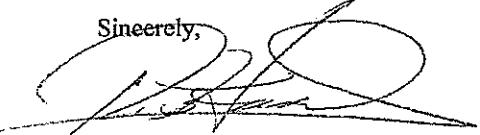
Mr. Moszkowski and DeepGulf have maintained a valid employer-employee relationship since the beneficiary first entered into valid H-1B status under our employ. We have paid and employed him according to the terms defined in our previous petitions on his behalf. We have every intent to continue to employ him according to those terms and by those defined in our most recent petition on his behalf.

Conclusion

We have provided you with sufficient documentation to satisfy your requests. Specifically, we have proven that: (a) the position of President is a specialty occupation. In order to perform the job duties of President, one must possess at minimum a bachelor's degree in a specific field. The duties of the President require this due to their complex nature. The responsibilities of President are also in line with those defined by the "Executive" occupation in the OOH, which specifies that a bachelor's degree is typically required; (b) DeepGulf has the right to control Mr. Moszkowski's employment, despite his position as a Founder and the President of DeepGulf. His employment is subject to review by the Board of Directors who may fire, review, criticize, and change the pay of Mr. Moszkowski at any time; and (c) a valid employer-employee relationship has existed between us and the beneficiary. The relationship was maintained with the beneficiary throughout the approved H-1B approval period, and we intend to maintain the relationship moving forward.

In light of this information, we respectfully request that you approve our H-1B petition on behalf of Mr. Moszkowski. If you have any questions regarding the information presented in this response, please do not hesitate to contact me. Thank you for your continued consideration of this petition.

Sincerely,


Rustin Howard
Chairman

From: Marc Moszkowski <m.moszkowski@tokeoilandgas.com>
Sent: Wednesday, January 26, 2011 8:20 PM
To: 'Rus Howard'
Subject: Emailing: Income Statements TOG 2008 to 2010-Final.xls, Balance Sheets TOG 2008 to 2010-Final.xls
Attachments: Income Statements TOG 2008 to 2010-Final.xls; Balance Sheets TOG 2008 to 2010-Final.xls

Your message is ready to be sent with the following file or link attachments:

Income Statements TOG 2008 to 2010-Final.xls Balance Sheets TOG 2008 to 2010-Final.xls

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: Rus Howard <rus@whitesandinvestments.com>
Sent: Thursday, January 27, 2011 5:42 PM
To: Marc Moszkowski
Subject: RE: Emailing: Income Statements TOG 2008 to 2010-Final.xls, Balance Sheets TOG 2008 to 2010-Final.xls

Received the spreadsheets.

rus

-----Original Message-----

From: Marc Moszkowski [mailto:m.moszkowski@tokeoilandgas.com]
Sent: Wednesday, January 26, 2011 8:20 PM
To: Rus Howard
Subject: Emailing: Income Statements TOG 2008 to 2010-Final.xls, Balance Sheets TOG 2008 to 2010-Final.xls

Your message is ready to be sent with the following file or link
attachments:

[Income Statements TOG 2008 to 2010-Final.xls](#) [Balance Sheets TOG 2008 to 2010-Final.xls](#)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Balance Sheet

TOKE OIL & GAS S.A.
Year 2008
 Financial Statements in U.S. Dollars

ASSETS	LIABILITIES
Current Assets	
Cash	\$279.92
Accounts receivable (less doubtful accounts)	
Inventory	
Temporary investment	
Prepaid expenses	
Total Current Assets	\$279.92
Fixed Assets	
Long-term investments	
Land	
Buildings (less accumulated depreciation)	
Plant and equipment (less accumulated depreciation)	
Furniture and fixtures (less accumulated depreciation)	
Total Net Fixed Assets	\$0.00
TOTAL ASSETS	\$279.92
Current Liabilities	
Accounts payable	\$0.00
Short-term notes	
Current portion of long-term notes	
Interest payable	
Taxes payable	\$0.00
Accrued payroll	
Total Current Liabilities	\$0.00
Long-term Liabilities	
Mortgage	\$0.00
Other long-term liabilities	
Total Long-Term Liabilities	\$0.00
Shareholders' Equity	
Capital stock	\$0.00
Retained earnings	\$279.92
Total Shareholders' Equity	\$279.92
TOTAL LIABILITIES & EQUITY	\$279.92

Income Statement

TOKE OIL & GAS S.A.

Year 2008

Financial Statements in U.S. Dollars

Revenue	
Gross Sales	\$ 3,103,085.38
Less: Sales Returns and Allowances	
Net Sales	\$3,103,085.38
Cost of Goods Sold	
Add:	
Purchase of Goods and Services	\$2,560,914.54
Direct Labor	
Direct Operating Costs	
Indirect Expenses	
Subtotal	\$2,560,914.54
Less: Miscellaneous	
Cost of Goods Sold	\$2,560,914.54
Gross Profit (Loss)	\$542,173.84
Expenses	
ACCOMMODATION	\$21,175.45
ACCOUNTING FEES	\$172.25
BANK CHARGES	\$225.00
CASH ADVANCES	\$14,180.99
COMMUNICATIONS	\$18,600.00
DIRECTORS SALARIES	\$303,828.45
EQUIPMENT RENTAL	\$225.00
FUEL	\$82,910.00
FURNITURE	\$676.95
HARDWARE	\$5,664.69
MISCELLANEOUS	\$5,600.00
OFFICE RENTAL	\$11,182.75
OFFICE SUPPLIES	\$2,188.27
SHIP STORES	\$48,861.73
SALARIES	
SHIP AGENCY	\$8,936.00
TRANSPORTATION	\$6,262.84
TRAVEL	\$8,803.55
VEHICLE PURCHASE	\$2,400.00
TAX	
Total Expenses	\$541,893.92
Net Operating Income	\$279.92
Other Income	
Gain (Loss) on Sale of Assets	
Interest Income	
Total Other Income	\$0.00
Net Income (Loss)	\$279.92

Balance Sheet

TOKE OIL & GAS S.A.

Year 2009

Financial Statements in U.S. Dollars

ASSETS	
Current Assets	
Cash	\$677.27
Accounts receivable (less doubtful accounts)	
Inventory	
Temporary investment	
Prepaid expenses	
Total Current Assets	\$677.27
Fixed Assets	
Long-term investments	
Land	
Buildings (less accumulated depreciation)	
Plant and equipment (less accumulated depreciation)	
Furniture and fixtures (less accumulated depreciation)	
Total Net Fixed Assets	\$0.00
TOTAL ASSETS	\$677.27

LIABILITIES	
Current Liabilities	
Accounts payable	\$0.00
Short-term notes	
Current portion of long-term notes	
Interest payable	
Taxes payable	\$0.00
Accrued payroll	
Total Current Liabilities	\$0.00
Long-term Liabilities	
Mortgage	\$0.00
Other long-term liabilities	
Total Long-Term Liabilities	\$0.00
Shareholders' Equity	
Capital stock	\$0.00
Retained earnings	\$677.27
Total Shareholders' Equity	\$677.27
TOTAL LIABILITIES & EQUITY	\$677.27

Income Statement

TOYO OIL & GAS S.A.

Year 2009

Financial Statements in U.S. Dollars

Revenue

Gross Sales	\$ 2,190,177.42
Less: Sales Returns and Allowances	
Net Sales	\$2,190,177.42

Cost of Goods Sold

Add:	Purchase of Goods and Services	\$ 1,825,484.77
	Direct Labor	
	Direct Operating Costs	
	Indirect Expenses	
Subtotal		\$1,825,484.77
Less: Miscellaneous		
Cost of Goods Sold		\$1,825,484.77
Gross Profit (Loss)		\$364,692.65

Expenses

ACCOMMODATION	\$4,043.00
ACCOUNTING FEES	\$15.00
BANK CHARGES	\$88.30
CASH ADVANCES	\$5,366.50
COMMUNICATIONS	\$2,900.04
DIRECTORS SALARIES	\$324,040.77
EQUIPMENT RENTAL	
FUEL	\$13,005.00
FURNITURE	
HARDWARE	\$0.00
MISCELLANEOUS	\$170.00
OFFICE RENTAL	\$10,577.00
OFFICE SUPPLIES	
SHIP STORES	
SALARIES	
SHIP AGENCY	\$3,354.55
TRANSPORTATION	\$383.99
TRAVEL	\$0.00
VEHICLE PURCHASE	\$351.15
TAX	
Total Expenses	\$364,295.30

Net Operating Income

\$397.35

Other Income

Gain (Loss) on Sale of Assets	
Interest Income	
Total Other Income	\$0.00
Net Income (Loss)	\$397.35

Balance Sheet

TOKO OIL & GAS S.A.

Year 2010

Financial Statements in U.S. Dollars

ASSETS	
Current Assets	
Cash	\$4,725.00
Accounts receivable (less doubtful accounts)	\$52,000.00
Inventory	
Temporary investment	
Prepaid expenses	
Total Current Assets	\$56,725.00
Fixed Assets	
Long-term investments	
Land	
Buildings (less accumulated depreciation)	
Plant and equipment (less accumulated depreciation)	
Furniture and fixtures (less accumulated depreciation)	
Total Net Fixed Assets	\$0.00
TOTAL ASSETS	\$56,725.00

LIABILITIES	
Current Liabilities	
Accounts payable	\$28,000.00
Short-term notes	
Current portion of long-term notes	
Interest payable	
Taxes payable	\$0.00
Accrued payroll	
Total Current Liabilities	\$28,000.00
Long-term Liabilities	
Mortgage	\$0.00
Other long-term liabilities	
Total Long-Term Liabilities	\$0.00
Shareholders' Equity	
Capital stock	\$0.00
Retained earnings	\$4,752.55
Total Shareholders' Equity	\$28,725.00
TOTAL LIABILITIES & EQUITY	\$56,725.00

Income Statement

TOKE OIL & GAS S.A.

Year 2010

Financial Statements in U.S. Dollars

Revenue

Gross Sales	\$ 2,919,364.82
Less: Sales Returns and Allowances	
Net Sales	\$2,919,364.82

Cost of Goods Sold

Add:	Purchase of Goods and Services	\$2,068,277.50
	Direct Labor	
	Direct Operating Costs	
	Indirect Expenses	
Subtotal		\$2,068,277.50
Less: Miscellaneous		
Cost of Goods Sold		\$2,068,277.50
 Gross Profit (Loss)		 \$851,087.32

Expenses

ACCOMMODATION	\$26,612.50
ACCOUNTING FEES	\$763.58
BANK CHARGES	\$66.00
CASH ADVANCES	\$11,868.55
COMMUNICATIONS	\$6,750.00
DIRECTORS SALARIES	\$484,895.00
EQUIPMENT RENTAL	\$38,520.00
FUEL	\$115,175.70
FURNITURE	
HARDWARE	\$7,871.00
MISCELLANEOUS	\$16,038.45
OFFICE RENTAL	\$26,797.75
OFFICE SUPPLIES	
SHIP STORES	
SALARIES	\$18,000.00
SHIP AGENCY	\$16,789.13
TRANSPORTATION	\$24,898.76
TRAVEL	
VEHICLE PURCHASE	
TAX	\$51,965.62
 Total Expenses	 \$847,012.04

Net Operating Income

\$4,075.28

Other Income

Gain (Loss) on Sale of Assets	
Interest Income	
Total Other Income	\$0.00

Net Income (Loss)

\$4,075.28

Income Statement

TOKE OIL & GAS S.A.

Year 2011

Financial Statements in U.S. Dollars

Revenue	
Gross Sales	\$ 6,153,867.00
Less: Sales Returns and Allowances	
Net Sales	\$ 6,153,867.00
 Cost of Goods Sold	
Add:	
Purchase of Goods and Services	\$4,620,383.31
Direct Labor	
Direct Operating Costs	
Indirect Expenses	
Subtotal	
Less: Miscellaneous	
Cost of Goods Sold	\$4,620,383.31
 Gross Profit (Loss)	\$ -1,533,483.69
 Expenses	
ACCOMMODATION	\$128,333.65
ACCOUNTING FEES	\$1,668.34
BANK CHARGES	\$8,341.69
CASH ADVANCES	\$30,350.91
COMMUNICATIONS	\$50,050.12
DIRECTORS SALARIES	\$192,000.00
EQUIPMENT RENTAL	\$168,521.00
FUEL	\$256,667.30
FURNITURE	\$0.00
HARDWARE	\$7,685.65
MISCELLANEOUS	\$45,530.21
OFFICE RENTAL	\$40,602.17
OFFICE SUPPLIES	\$4,466.01
SHIP STORES	\$46,947.53
SALARIES	\$196,231.00
SHIP AGENCY	\$45,191.41
TRANSPORTATION	\$56,325.64
TRAVEL	\$0.00
VEHICLE PURCHASE	\$0.00
TAX	\$246,155.00
 Total Expenses	\$1,525,067.64
 Net Operating Income	\$ 8,416.05
 Other Income	
Gain (Loss) on Sale of Assets	\$0.00
Interest Income	\$0.00
Total Other Income	\$0.00
 Net Income (Loss)	\$ 8,416.05

From: Marc Moszkowski <m.moszkowski@deep-gulf.com>
Sent: Friday, May 25, 2012 10:04 AM
To: 'Rustin Howard' (rus.howard@deep-gulf.com)
Cc: Trish Taylor (t.taylor@deep-gulf.com)
Subject: Emailing: Income Statements TOG 2011.xls, Balance Sheets TOG 2011.xls
Attachments: Income Statements TOG 2011.xls; Balance Sheets TOG 2011.xls

Rus,

Attached are the financial reports for Toke Oil & Gas in 2011. I would like to discuss them with you before they are published.

Best.

Marc

From: Rus Howard <rus.howard@deep-gulf.com>
Sent: Saturday, May 26, 2012 7:22 AM
To: 'Marc Moszkowski'
Subject: RE: Emailing: Income Statements TOG 2011.xls, Balance Sheets TOG 2011.xls

OK Will talk to you when you are back in town. No need to discuss till then, enjoy your weekend.

rus

-----Original Message-----

From: Marc Moszkowski [mailto:m.moszkowski@deep-gulf.com]
Sent: Friday, May 25, 2012 10:04 AM
To: 'Rustin Howard'
Cc: Trish Taylor
Subject: Emailing: Income Statements TOG 2011.xls, Balance Sheets TOG 2011.xls

Rus,

Attached are the financial reports for Take Oil & Gas in 2011. I would like to discuss them with you before they are published.

Best.

Marc

Balance Sheet

TOKE OIL & GAS S.A.

Year 2011

Financial Statements in U.S. Dollars

ASSETS

Current Assets

Cash	\$8,785.65
Accounts receivable	\$546,132.83
(less doubtful accounts)	
Inventory	
Temporary investment	
Prepaid expenses	
Total Current Assets	\$554,918.48

LIABILITIES

Current Liabilities

Accounts payable	\$615,002.08
Short-term notes	
Current portion of long-term notes	
Interest payable	
Taxes payable	
Accrued payroll	
Total Current Liabilities	\$627,755.08

Fixed Assets

Long-term investments	
Land	
Buildings	
(less accumulated depreciation)	
Plant and equipment	\$110,725.28
(less accumulated depreciation)	\$25,000.00
Furniture and fixtures	
(less accumulated depreciation)	
Total Net Fixed Assets	\$85,725.28

Long-term Liabilities

Mortgage	
Other long-term liabilities	
Total Long-Term Liabilities	\$0.00

Shareholders' Equity

Capital stock	
Retained earnings	\$12,888.68
Total Shareholders' Equity	\$12,888.68

TOTAL ASSETS

\$640,643.76

TOTAL LIABILITIES & EQUITY

\$640,643.76

From: Marc Moszkowski <m.moszkowski@deep-gulf.com>
Sent: Thursday, March 06, 2014 4:58 PM
To: 'Rustin Howard'; Jen Cabbage
Subject: Emailing: releve_00050136739_20110221.pdf, releve_00050136739_20110621.pdf, releve_00050136739_20111122.pdf, releve_00050136739_20120721.pdf, Copy of Recapitulatif crédits exceptionnels.xlsx, releve_00050136739_20100721.pdf
Attachments: Copy of Recapitulatif crédits exceptionnels.xlsx; SG-12 Jan 10.pdf, SG-24 Jun 10.pdf; SG-08 Feb 11.pdf; SG-27 May 11.pdf; SG-21 Nov 11.pdf

Your message is ready to be sent with the following file or link
attachments:

releve_00050136739_20110221.pdf
releve_00050136739_20110621.pdf
releve_00050136739_20111122.pdf
releve_00050136739_20120721.pdf
Copy of Recapitulatif crédits exceptionnels.xlsx releve_00050136739_20100721.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

2011	21/11/2011	21/11/2011	VIR RECU 321R48005 DE: VICENTE XIMENES VILA VERDE MOTIF: SALARY MONTANT RECU: 50075,00 USD TAUX CHANGE: EUR/USD 1,35570 ORIGINE: 00000,00 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 GAD SA HOTEL DILI SUITE 1 66 RUA DOS MOTIF: PAYMENT OF SERVICES MONTANT RECU: 50000,00 USD TAUX CHANGE: EUR/USD 1,37200		36 443,15	+239 051,30	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	+454 892,40	12/01/10	12-Jan-10	\$100,000



RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE

M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE

Tél. :

REFERENCES BANCAIRES

Banque Agence Numéro de compte Clé

IDENTIFICATION INTERNATIONALE

IBAN :

BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires

GENERAL

RELEVE DE COMPTE

en euros

du 23 12 2009 au 21 01 2010

M. MARC MOSZKOWSKI
 LE VERDOS
 83300 CHATEAUDOUBLE

envoi n° 1 page 1/2

Toute l'équipe de votre Agence se joint à moi afin de vous présenter

*** nos MEILLEURS VOEUX pour l'année 2010. ***

Votre Conseiller.

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	SOLDE PRECEDENT *** SOLDE AU 31/12/2009 +180,83 ***		180,83	+1.186,17	
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
	TOTAUX DES MOUVEMENTS	53.117,37	69.347,90		

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

GENERAL

RELEVE DE COMPTE
en euros

du 23 12 2009 au 21 01 2010

envoie n° 1 page 2/2

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

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

(1) Les contre-valeurs en francs ont été calculées sur la base de 1 euro = 6,55957 francs. Les montants d'opérations exprimés en francs n'ont qu'une valeur indicative. Le solde en francs est la contre-valeur du solde en euros après application des règles de conversion et d'arrondis.

Votre code client figurant ci-dessous, complété par votre code secret personnalisable, vous permet d'utiliser l'ensemble des services de Banque à Distance : Internet, Internet Mobile et [REDACTED]

Code Client : M. MARC MOSZKOWSKI [REDACTED]

*Si vous ne connaissez pas votre code secret Banque à Distance,
contactez votre Conseiller en Agence ouappelez le [REDACTED] touche #.*

* Depuis l'étranger : (+33) 1 76 77 3933 - Tarif au 01/01/2009 : 0,34€ TTC/min depuis une ligne fixe France Télécom, en France métropolitaine. Depuis un autre opérateur en France ou à l'étranger, tarification selon l'opérateur.

En cas d'utilisation de votre découvert autorisé, le taux qui vous sera appliqué pour le calcul des intérêts s'établit à 17,95%
(Taux effectif global 19,66% équivalent au Taux journalier de 0,0492%),
à compter du 01/01/2010.
Pour tout besoin de trésorerie, consultez votre conseiller de clientèle.

Filing range

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 31/12/2009

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

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

Avec JAZZ, votre fidélité est récompensée !

Pour en savoir plus sur vos points ou les transformer en cadeaux, connectez-vous
sur www.particuliers.societegenerale.fr ou contactez le 09 69 36 7000

Internet : @www.societegenerale.fr

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

tarif au 01/01/06 : 0,34 € TTC/mn

appel non surtaxé

SOCIETE GENERALE
RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCIE SOCIETE GENERALE

Tél. :

REFERENCES BANCAIRES

Banque Agence Numéro de compte Clé

IDENTIFICATION INTERNATIONALE

IBAN :

BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires



RELEVE DE COMPTE

en euros

n°

du 23 06 2010 au 21 07 2010

M. MARC MOSZKOWSKI
LE VERDOS
83300 CHATEAUDOUBLE

BDB

envoi n° 7 page 1/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	SOLDE PRECEDENT	-463,79		-3.042,26	
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	9,90		-64,94	02/07/10
02/07	COMMERCE ELECTRONIQUE				
02/07	CARTE X7272 27/05 MAC DONALD GASSIN	10,50		-68,88	02/07/10
02/07	CARTE X7272 27/05 LE SAFARI	54,50		-357,50	02/07/10
02/07	CARTE X7272 28/05 ANCA BORNE PARC	4,00		-26,24	02/07/10
02/07	CARTE X7272 28/05 IVAC	11,25		-73,80	02/07/10
02/07	CARTE X7272 28/05 ESCOT 2705-3005	21,50		-141,03	02/07/10
02/07	CARTE X7272 28/05 TOTAL PUGET THENIER	79,79		-523,39	02/07/10
02/07	CARTE X7272 29/05 A.R.E.A.	20,60		-135,13	02/07/10
02/07	CARTE X7272 03/06 SUPER U	7,99		-52,41	02/07/10
02/07	CARTE X7272 04/06 OSCARO.COM	15,86		-104,03	02/07/10
02/07	COMMERCE ELECTRONIQUE				
02/07	CARTE X7272 04/06 BOUYG TEL	108,99		-714,93	02/07/10
02/07	COMMERCE ELECTRONIQUE				
02/07	CARTE X7272 07/06 REL.ELF DU DORON	65,86		-432,01	02/07/10
02/07	CARTE X7272 14/06 ESCOT 1406-1606	4,90		-32,14	02/07/10
02/07	CARTE X7272 14/06 A.R.E.A.	10,80		-70,84	02/07/10
02/07	CARTE X7272 14/06 MC DONALD'S	11,65		-76,42	02/07/10
02/07	CARTE X7272 16/06 LECLERC	64,32		-421,91	02/07/10
02/07	CARTE X7272 17/06 GEANT CG835	52,10		-341,75	02/07/10
02/07	CARTE X7272 18/06 PASCAL COSTE	20,50		-134,47	02/07/10
02/07	CARTE X7272 21/06 ESCOT 2106-2306	7,20		-47,23	02/07/10
02/07	CARTE X7272 21/06 R.BREGUIERES SUD	58,10		-381,11	02/07/10
17/07	> COTISATION JAZZ	8,00 *		-52,48	17/07/10
	TOTAUX DES MOUVEMENTS	40.693,82	48.425,26		

AGENCE : NICE MUSICIENS
TITULAIRE DU COMPTE
M. MARC MOSKOWSKI

SOCIÉTÉ GÉNÉRALE

RELEVE DE COMPTE
en euros

n° [REDACTED]

du 23 06 2010 au 21 07 2010

BDB

envoi n° 7 page 2/2

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

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

(1) Les contre-valeurs en francs ont été calculées sur la base de 1 euro = 6,55957 francs. Les montants d'opérations exprimés en francs n'ont qu'une valeur indicative. Le solde en francs est la contre-valeur du solde en euros après application des règles de conversion et d'arrondis.

Votre code client figurant ci-dessous, complété par votre code secret personnalisable, vous permet d'utiliser l'ensemble des services de Banque à Distance : Internet, Internet Mobile e[REDACTED]

Code Client : M. MARC MOSKOWSKI [REDACTED]

Si vous ne connaissez pas votre code secret Banque à Distance,
contactez votre Conseiller en Agence ouappelez le [REDACTED] touche #.

* Depuis l'étranger : (+33) 1 76 77 3933 - Tarif au 01/01/2009 : 0,34€ TTC/min depuis une ligne fixe France Télécom, en France métropolitaine. Depuis un autre opérateur en France ou à l'étranger, tarification selon l'opérateur.

En cas d'utilisation de votre découvert autorisé, le taux qui vous sera appliqué pour le calcul

des intérêts s'établit à 17,60%

(Taux effectif global 19,24% équivalent au Taux journalier de 0,0482%),
à compter du 01/07/2010.

Pour tout besoin de trésorerie, consultez votre conseiller de clientèle.

Filigrane

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 30/06/2010

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

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

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

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

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



Votre banque par téléphone : 3933

tarif au 01/01/06 : 0,34 € TTC/mn

Perte ou vol de carte : 09 69 39 77 77

appel non surtaxé

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

SOCIETE GENERALE

RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI

DOMICILIATION AGENCE SOCIETE GENERALE

Tél. : [REDACTED]

REFERENCES BANCAIRES

Banque Agence Numéro de compte Clé
[REDACTED]

IDENTIFICATION INTERNATIONALE

IBAN : [REDACTED]
BIC-ADRESSE SWIFT : SOGEFRPP

A remettre à tout organisme demandant vos références bancaires

GENERALE

RELEVE DE COMPTE

en euros

n° [REDACTED]

du 22 01 2011 au 21 02 2011

M. MARC MOSZKOWSKI
LE VERDOS
83300 CHATEAUDOUBLE

BDB

envoi n° 2 page 1/2

Date	Nature de l'opération	Débit	Crédit	Contre-valeur en francs(1)	Valeur
	SOLDE PRECEDENT		432,61	+2.837,74	
25/01	CARTE X5147 RETRAIT DAB 22/01 20H54	40,00		-262,38	25/01/11
	CA DES SAVOIE 04842124				
26/01	CARTE X5147 RETRAIT DAB 25/01 14H20	40,00		-262,38	26/01/11
	CA DES SAVOIE 04842124				
	*** SOLDE AU 31/01/2011	+352,61 ***			
01/02	CARTE X5147 31/12 DISSERKOI	69,00		-452,61	01/02/11
01/02	CARTE X5147 02/01 GGE DU GD PONT	0,19		-1,25	01/02/11
01/02	CARTE X5147 02/01 LAGODA	42,06		-275,90	01/02/11
01/02	CARTE X5147 03/01 GGE DU GD PONT	25,02		-164,12	01/02/11
01/02	CARTE X5147 12/01 LA POYA	81,60		-535,26	01/02/11
01/02	CARTE XS147 16/01 SULPICE TELE	10,80		-70,84	01/02/11
	COMMERCE ELECTRONIQUE				
01/02	CARTE X5147 19/01 LAGODA	25,87		-169,70	01/02/11
01/02	CARTE X5147 21/01 EUROSPORT	4,90		-32,14	01/02/11
	COMMERCE ELECTRONIQUE				
01/02	CARTE X5147 22/01 LE CANADA	29,25		-191,87	01/02/11
01/02	CARTE X5147 23/01 CHAL BOUQUETIN	68,30		-448,02	01/02/11
08/02	VIR RECU 035R55931 DE: TOKE OIL AND GAD SA HOTEL DILI SUITE 1 56 RUA DOS MOTIF: PAYMENT OF SERVICES MONTANT RECU: 50000,00 USD TAUX CHANGE: EUR/USD 1,37200		36 443,15	+239 051,39	08/02/11
08/02	> FRAIS SUR VIR INTL RECU 035R55931 REF 0358003 1 VIREMENT(S) POUR: 16,50 1 COMMISSION DE CHANGE POUR: 18,22	34,72*		-227,75	08/02/11
14/02	VIR RECU 041R49088 DE: MARC MICHEL MOSZKOWSKI 10440 DEERWOOD RD 337 MONTANT RECU: 5400,00 USD TAUX CHANGE: EUR/USD 1,37370		3 930,99	+25 785,60	14/02/11
14/02	VIREMENT VIRT FAV.01395/00050138438 ORDRE FAX	39 000,00		-255 823,23	14/02/11
14/02	> FRAIS SUR VIR INTL RECU 041R49088 REF 0415353 1 VIREMENT(S) POUR: 16,50 1 COMMISSION DE CHANGE POUR: 14,00	30,50*		-200,07	14/02/11
	TOTAUX DES MOUVEMENTS	39 502,21	40 374,14		

AGENCE : NICE MUSICIENS
TITULAIRE DU COMPTE
M. MARC MOSZKOWSKI



RELEVE DE COMPTE

en euros

n° [REDACTED]

du 22 01 2011 au 21 02 2011

BDB

envoi n° 2 page 2/2

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

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

(1) Les contre-valeurs en francs ont été calculées sur la base de 1 euro = 6,55957 francs. Les montants d'opérations exprimés en francs n'ont qu'une valeur indicative. Le solde en francs est la contre-valeur du solde en euros après application des règles de conversion et d'arrondis.

Votre code client figurant ci-dessous, complété par votre code secret personnalisable, vous permet d'utiliser l'ensemble des services de Banque à Distance : Internet, Internet Mobile et [REDACTED]

Code Client : M. MARC MOSZKOWSKI [REDACTED]

Si vous ne connaissez pas votre code secret Banque à Distance,
contactez votre Conseiller en Agence ouappelez le [REDACTED] touche #.

* Depuis l'étranger : (+33) 1 76 77 3933 - Tarif au 01/01/2009 : 0,34€ TTC/min depuis une ligne fixe France Télécom, en France métropolitaine. Depuis un autre opérateur en France ou à l'étranger, tarification selon l'opérateur.

Internet : @www.societegenerale.fr



Votre banque par téléphone : 3933

tarif au 01/01/06 : 0,34 € TTC/mn

Perte ou vol de carte : 09 69 39 77 77

appel non surtaxé

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

RA4-39G

n° [REDACTED]

 du 21/05/2011 au 21/06/2011
 envoi n°6 Page 1/2
VOS CONTACTS**Votre Banque à Distance, 24 h/24**

Code client

M. MARC MOSZKOWSKI [REDACTED]

Internet :

Internet mobile :

Téléphone :

Votre agence NICE MUSICIENS

Par messagerie dans votre Espace Client

 M. MARC MOSZKOWSKI
 LE VERDOS
 83300 CHATEAUDOUBLE

Téléphone :

Fax :

Votre Conseiller en agence

Téléphone :

BDB

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 REÇU 145R54813 DE: VICENTE XIMENES VILA VERDE MOTIF: PAY TO MARC ACCOUNT MONTANT REÇU: 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 REÇU 145R54813 REF 1454002 1 COMMISSION DE CHANGE POUR: 26,49 *** SOLDE AU 31/05/2011 + 52.704,68 ***	26,49	
01/06/2011	01/06/2011	CARTE X5147 03/05 ESCOT 0205-0405	5,00	
01/06/2011	01/06/2011	CARTE X5147 03/05 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 INTERMARCHE	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 EUR SUISSE	30,89	

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.

n°

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

Date	Valeur	Nature de l'opération	Débit	Crédit
01/06/2011	01/06/2011	CARTE 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*	
TOTALS DES MOUVEMENTS			45.736,94	52.970,89
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 > désignent les frais sur vos opérations bancaires courantes relatives à la convention de dépôt, ou leur remboursement.

Filiéral

LE FIL ROUGE DE VOTRE FIDÉLITÉ

N° d'adhérent JAZZ : 04608277

Votre situation au : 31/05/2011

24964 solde précédent	+	319 points acquis	-	0 points utilisés	-	0 points annulés	=	25283* nouveau solde
--------------------------	---	----------------------	---	----------------------	---	---------------------	---	-------------------------

* dont 8839 points à utiliser avant le 31/12/2011

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

OMB No. 1615-0009; Expires 10/31/2013

**I-129, Petition for a
Nonimmigrant Worker**

Department of Homeland Security
U.S. Citizenship and Immigration Services

START HERE - Type or print in black ink.

Part 1. Petitioner Information

(If the employer is an individual, complete Number 1; Organizations complete Number 2.) Use the mailing address of the petitioner.

1. Legal Name of Employer:

a. Last Name (*Family Name*)

b. First Name (*Given Name*)

c. Full Middle Name

2. Company or Organization:

Name of Company or Organization

DeepGulf, Inc.

3. Mailing Address:

a. C/O: (*In Care Of, if any*)

Mr. Rus Howard - Chairman

b. Street Number and Name

17 South Palafox Place

c. Suite/Apt. Number

370

d. City

Pensacola

e. State/Province

FL

f. Country

USA

g. Zip/Postal Code

32502

h. Telephone Number (include area code) (*Do not leave spaces or type any special characters*)

(850) 470-9388

i. E-Mail Address

rus.howard@deep-gulf.com

j. Federal Employer Identification Number

20-2250919

k. Individual Tax Number

N/A

l. Social Security Number

N/A

Receipt

Class: _____

of Workers: _____

Job Code: _____

Validity Dates: _____

From: _____

To: _____

Classification Approved

Consulate/POE/PFI Notified

At _____

Extension Granted

COS/Extension Granted

Partial Approval (*explain*)

Action Block



Form I-129 (Rev. 11/23/10)N

EXHIBIT

Part 2. Information About This Petition (*See instructions for fee information.*)

1. Requested Nonimmigrant Classification (*Write classification symbol:*) H-1B

2. Basis for Classification (*Check one:*)

- a. New employment.
- b. Continuation of previously approved employment without change with the same employer.
- c. Change in previously approved employment.
- d. New concurrent employment.
- e. Change of employer.
- f. Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

EAC-08-157-53678

4. Requested Action (*Check one:*)

- a. Notify the office in Part 4 so each beneficiary can obtain a visa or be admitted. (*NOTE: A petition is not required for an E-1, E-2, H-IB1 Chile/Singapore, or TN visa.*)
- b. Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status (*see instructions for limitations*). This is available only where you check "New Employment" in Item 2, above.
- c. Extend the stay of each beneficiary since he, she, or they now hold this status.
- d. Amend the stay of each beneficiary since he, she, or they now hold this status.
- e. Extend the status of a nonimmigrant classification based on a Free Trade Agreement. (*See Free Trade Supplement for TN and HIB1 to Form I-129.*)
- f. Change status to a nonimmigrant classification based on a Free Trade Agreement. (*See Free Trade Supplement for TN and HIB1 to Form I-129.*)

5. Total number of workers in petition (*See instructions relating to when more than one worker can be included.:*) 1



Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.

1. If an Entertainment Group, Give the Group Name

N/A

a. Family Name (<i>Last Name</i>) Moszkowski	b. Given Name (<i>First Name</i>) Marc	c. Full Middle Name Michel
d. All Other Names Used (<i>include aliases, maiden name and names from all previous marriages</i>) None		
e. Date of Birth (<i>mm/dd/yyyy</i>) 06/25/1954	f. Gender <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	g. U.S. Social Security Number (<i>if any</i>) 629-72-7315
h. A-Number (<i>if any</i>) A-N/A		
i. Country of Birth The Netherlands	j. Province of Birth Drenthe	k. Country of Citizenship France

2. If in the United States, complete the following:

a. Date of Last Arrival (<i>mm/dd/yyyy</i>) 05/02/2011	b. I-94 Number (<i>Arrival/Departure Document</i>) 507611812 25	c. Current Nonimmigrant Status H-1B
d. Date Status Expires (<i>mm/dd/yyyy</i>) or D/S 08/11/2011	e. Student & Exchange Visitor Information System (SEVIS) Number (<i>if any</i>) N/A	f. Employment Authorization Document (EAD) Number (<i>if any</i>) N/A
g. Passport Number 08CT98641	h. Date Passport Issued (<i>mm/dd/yyyy</i>) 10/14/2008	i. Date Passport Expires (<i>mm/dd/yyyy</i>) 03/06/2015
j. Current U.S. Address (if applicable) 427 E. Zaragoza St., Pensacola, FL 32502		

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in Part 3 is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office (*Check one*): Consulate Pre-flight inspection Port of Entry

b. Office Address (*City*)
Paris

c. U.S. State or Foreign Country
France

d. Beneficiary's Foreign Address

Le Verdos, Chateaudouble, 83300, France



Part 4. Processing Information (Continued)

2. Does each person in this petition have a valid passport?

Not required to have passport No - Go to Page 7, Part 9 and write your explanation Yes

3. Are you filing any other petitions with this one?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many? <input type="text"/>
4. Are applications for replacement/initial I-94s being filed with this petition?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many? <input type="text"/>
5. Are applications by dependents being filed with this petition?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many? <input type="text"/>
6. Is any beneficiary in this petition in removal proceedings?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - explain on Page 7, Part 9
7. Have you ever filed an immigrant petition for any beneficiary in this petition?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - explain on Page 7, Part 9
8. If you indicated you were filing a new petition in Part 2 within the past 7 years, has any beneficiary in this petition:		
a. Ever been given the classification you are now requesting?	N/A	<input type="checkbox"/> No <input type="checkbox"/> Yes - explain on Page 7, Part 9
b. Ever been denied the classification you are now requesting?	N/A	<input type="checkbox"/> No <input type="checkbox"/> Yes - explain on Page 7, Part 9
9. Have you ever previously filed a petition for this beneficiary?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - explain on Page 7, Part 9
10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year?	N/A	<input type="checkbox"/> No <input type="checkbox"/> Yes - explain on Page 7, Part 9
11a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?	N/A	<input type="checkbox"/> No <input type="checkbox"/> Yes
11b. If yes to 11a, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.	<input type="text"/> N/A	

Part 5. Basic Information About the Proposed Employment and Employer (Attach the supplement relating to the classification you are requesting.)

1. Job Title

President

2. LCA or ETA Case Number

I-200-11006-405569

3. Address where the beneficiary(es) will work if different from address in Part 1. (Street number and name, city/town, state, zip code)

Same as above.

4. Is an itinerary included with the petition? No Yes 5. Will the beneficiary work off-site? No Yes



Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	7. Is this a full-time position? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If "No," Hours per week: <input type="text"/>	8. Wages per week or per year: <input type="text"/> \$132,000.00 / per year	
9. Other Compensation (<i>Explain</i>) <input type="text"/> None			
10. Dates of intended employment (mm/dd/yyyy): From: <input type="text"/> 08/01/2011 To: <input type="text"/> 07/03/2014			
11. Type of Business <input type="text"/> Offshore pipelaying company			
12. Year Established <input type="text"/> 2005	13. Current Number of Employees in the U.S. <input type="text"/> 6	14. Gross Annual Income <input type="text"/> See attached.	15. Net Annual Income <input type="text"/> See attached.

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See Page 3 of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

- 1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or
- 2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.



Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature



Chairman

Daytime Phone Number (Area/Country Code)

(850) 470-9388

Print Name

Rus Howard

Date (mm/dd/yyyy)

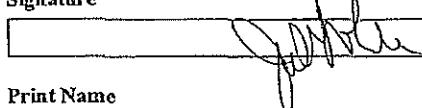
02/03/2011

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature



Daytime Phone Number (Area/Country Code)

(617) 348-3025

Print Name

Jeffrey W. Goldman

Date (mm/dd/yyyy)

2/8/11

Firm Name and Address

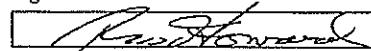
Mintz Levin Cohn Ferris Glovsky & Popeo PC
One Financial Center, 45th Floor Boston, MA 02111



Part 9. Explanation Page

Part 4. Processing Information (Continued). 9. Yes. The Petitioner filed an H-1B on behalf of the Beneficiary on May 13, 2008 under EAC-08-157-53678, which was approved on June 16, 2008 and valid for H-1B status from 08/02/2008 to 08/01/2011. Prior to this, the Petitioner filed an initial H-1B on behalf of the Beneficiary on August 22, 2005 under SRC-05-232-52893, which was approved on September 8, 2005 and valid for H-1B status from 09/08/2005 to 08/01/2008.

Signature



Chairman

Date (mm/dd/yyyy)

02/03/2011

Print Name

Rus Howard



Department of Homeland Security
U.S. Citizenship and Immigration Services

1. Name of the petitioner 2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries
- | | |
|----------------|------------------------|
| DeepGulf, Inc. | Marc Michel Moszkowski |
|----------------|------------------------|

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay (mm/dd/yyyy)	
	From	To
Marc Moszkowski	2005	Present except
		dates in
		attached chart

4. Classification sought (*Check one*):

- | | |
|--|--|
| <input checked="" type="checkbox"/> a. H-1B Specialty Occupation | <input type="checkbox"/> e. H-2A Agricultural worker |
| <input type="checkbox"/> b. H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD) | <input type="checkbox"/> f. H-2B Non-agricultural worker |
| <input type="checkbox"/> c. H-1B3 Fashion model of national or international acclaim | <input type="checkbox"/> g. H-3 Trainee |
| <input type="checkbox"/> d. H-1C Registered Nurse | <input type="checkbox"/> h. H-3 Special education exchange visitor program |

5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229? No Yes

Section 1. Complete This Section If Filing for H-1B Classification

1. Describe the proposed duties

As President, the Beneficiary will manage the company and negotiate and secure contracts for offshore pipelaying projects using his knowledge of economics, accounting the marine pipelaying industry and computer programming. See Petitioner's Support Letter attached.

2. Beneficiary's present occupation and summary of prior work experience

The Beneficiary is currently investigating business opportunities for DeepGulf, Inc. he began his career in 1982 in the offshore oil and gas construction industry as marine operation manager with ETPM (now Stolt Offshore). He later served as a field engineer and project manager. In 1981, he earned a Bachelor's degree from the National Marine Academy in France. See Petitioner's Support Letter attached.



Section 1. Complete This Section If Filing for H-1B Classification (Continued)

Statement for H-1B specialty occupations only:

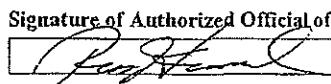
By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner	Print or Type Name	Date (mm/dd/yyyy)
	Rus Howard, Chairman	02/03/2011

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer	Print or Type Name	Date (mm/dd/yyyy)
	Rus Howard, Chairman	02/03/2011

Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager	Print or Type Name	Date (mm/dd/yyyy)

Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature	Print or Type Name

Title	Date (mm/dd/yyyy)

Firm Name and Address

--



Department of Homeland Security
U.S. Citizenship and Immigration Services

H-1B Data Collection and Filing Fee Exemption Supplement

1. Name of the petitioner	2. Name of the beneficiary
DeepGulf, Inc.	Marc Michel Moszkowski

Part A. General Information

1. Employer Information - (check all items that apply)

- a. Is the petitioner an H-1B dependent employer? No Yes
- b. Has the petitioner ever been found to be a willful violator? No Yes
- c. Is the beneficiary an H-1B nonimmigrant exempt from the Dept. of Labor attestation requirements? No Yes
- 1. If yes, is it because the beneficiary's annual rate of pay is equal to at least \$60,000? No Yes
- 2. Or is it because the beneficiary has a master's or higher degree in a specialty related to the employment? No Yes
- d. Has the petitioner received TARP funding (provide explanation on Page 7, Part 9 if the petitioner has subsequently repaid all TARP funding)? No Yes
- e. Does the petitioner employ 50 or more individuals in the U.S.? No Yes
- If yes, are more than 50% of those employees in H-1B or L nonimmigrant status? No Yes

2. Beneficiary's Highest Level of Education (Check one box below)

- a. NO DIPLOMA
- b. HIGH SCHOOL GRADUATE DIPLOMA or the equivalent (example: GED)
- c. Some college credit, but less than 1 year
- d. One or more years of college, no degree
- e. Associate's degree (for example: AA, AS)
- f. Bachelor's degree (for example: BA, AB, BS)
- g. Master's degree (for example: MA, MS, MEng, MED, MSW, MBA)
- h. Professional degree (for example: MD, DDS, DVM, LLB, JD)
- i. Doctorate degree (for example: PhD, EdD)

3. Major/Primary Field of Study

Maritime Operations

4. Rate of Pay Per Year

\$132,000.00 per year

5. DOT Code

0	1	0
---	---	---

6. NAICS Code

5	6	1	1	1	0
---	---	---	---	---	---

Part B. Fee Exemption Determination

In order for USCIS to determine if you must pay the additional \$1,500 or \$750 American Competitiveness and Workforce Improvement Act (ACWIA) fee, answer all of the following questions:

- No Yes 1. Are you an institution of higher education as defined in section 101(a) of the Higher Education Act of 1965, 20 U.S.C. 1001(a)?
- No Yes 2. Are you a nonprofit organization or entity related to or affiliated with an institution of higher education, as defined in section 101(a) of the Higher Education Act of 1965, 20 U.S.C. 1001(a)?
- No Yes 3. Are you a nonprofit research organization or a governmental research organization, as defined in 8 CFR 214.2(h)(19)(iii)(C)?
- No Yes 4. Is this the second or subsequent request for an extension of stay that this petitioner has filed for this alien?
- No Yes 5. Is this an amended petition that does not contain any request for extensions of stay?



EXHIBIT

OMB No.1615-0009

**I-129, Petition for a
Nonimmigrant Worker**

Department of Homeland Security
U.S. Citizenship and Immigration Services

START HERE - Please type or print in black ink.

For USCIS Use Only..

Part 1. Information about the employer filing this petition. If the employer is an individual, complete Number 1. Organizations should complete Number 2.

1. Family Name (<i>Last Name</i>)	Given Name (<i>First Name</i>)	
Full Middle Name		
Telephone No. w/Area Code		
2. Company or Organization	Telephone No. w/Area Code	
DeepGulf, Inc.	(850) 377-1856	
Mailing Address: (<i>Street Number and Name</i>)	Suite #	
700 South Palafox Pier	160	
C/O: (<i>In Care Of</i>)		
City	State/Province	
Pensacola	FL	
Country	Zip/Postal Code	E-Mail Address (<i>If Any</i>)
USA	32502	
Federal Employer Identification #	U.S. Social Security #	Individual Tax #
20-2250919		

Part 2. Information about this petition. (See instructions for fee information.)

- 1. Requested Nonimmigrant Classification.** (Write classification symbol): **H-1B**

- E. Basis for Classification (Check One):**

 - a. New employment (including new employer filing H-1B extension).
 - b. Continuation of previously approved employment without change with the same employer.
 - c. Change in previously approved employment.
 - d. New concurrent employment.
 - e. Change of employer.
 - f. Amended petition

3. If you checked Box 2b, 2c, 2d, 2e, or 2f, give the petition receipt number.

n/a

4. **Prior Petition.** If the beneficiary is in the U.S. as a nonimmigrant and is applying to change and/or extend his or her status, give the prior petition or application receipt #.

四

5. Requested Action (Check one):

- a. Notify the office in Part 4 so the person(s) can obtain a visa or be admitted.
(NOTE: a petition is not required for an E-1, E-2 or R visa).
 - b. Change the person(s)' status and extend their stay since the person(s) are all now in the U.S. in another status *(see instructions for limitations)*. This is available only where you check "New Employment" in Item 2, above.
 - c. Extend the stay of the person(s) since they now hold this status.
 - d. Amend the stay of the person(s) since they now hold this status.
 - e. Extend the status of a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129).*
 - f. Change status to a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129).*

6. Total number of workers in petition (See instructions relating to when more than one worker can be included):

one

Returned	Receipt
Date	
Date	
Resubmitted	
Date	
Date	
Reloc Sent	
Date	
Date	
Reloc Rec'd	
Date	
Date	
<input type="checkbox"/> Petitioner Interviewed on _____	Class: _____
<input type="checkbox"/> Beneficiary Interviewed on _____	# of Workers: _____
Priority Number: _____	Validity Dates: _____
From: _____	
To: _____	
<input type="checkbox"/> Classification Approved	
<input type="checkbox"/> Consulate/POE/PFI Notified	
At _____	
<input type="checkbox"/> Extension Granted	
<input type="checkbox"/> COS/Extension Granted	
Partial Approval (<i>explain</i>)	
Action Block	
To Be Completed by <i>Attorney or Representative</i> , if any.	
<input checked="" type="checkbox"/> Fill in box if G-28 is attached to represent the applicant.	
ATTY State License # 54-8056	

Part 3. Information about the person(s) you are filing for. Complete the blocks below. Use the continuation sheet to name each person included in this petition.

1. If an Entertainment Group, Give the Group Name

n/a

Family Name (Last Name)	Given Name (First Name)	Full Middle Name
MOSZKOWSKI	Marc	Michel
All Other Names Used (include maiden name and names from all previous marriages)		
none		
Date of Birth (mm/dd/yyyy)	U.S. Social Security # (if any)	A # (if any)
06/25/1954	629-72-7315	none
Country of Birth	Province of Birth	Country of Citizenship
The Netherlands	Drenthe	France

2. If in the United States, Complete the Following:

Date of Last Arrival (mm/dd/yyyy)	I-94 # (Arrival/Departure Document)	Current Nonimmigrant Status	
06/16/2005	76331606111	B2	
Date Status Expires (mm/dd/yyyy)	Passport Number	Date Passport Issued (mm/dd/yyyy)	Date Passport Expires (mm/dd/yyyy)
12/15/2005	04FK57470	03/07/2005	03/06/2015
Current U.S. Address			
10220 Memorial Drive, 19, Houston, TX 77024, USA			

Part 4. Processing Information.

1. If the person named in Part 3 is outside the United States or a requested extension of stay or change of status cannot be granted, give the U.S. consulate or inspection facility you want notified if this petition is approved.

Type of Office (Check one): Consulate Pre-flight inspection Port of Entry

Office Address (City)	U.S. State or Foreign Country
Paris	France

Person's Foreign Address

Le Verdos, Chateaudouble, 83300, France

2. Does each person in this petition have a valid passport?

Not required to have passport No - explain on separate paper Yes

3. Are you filing any other petitions with this one?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - How many? <input type="checkbox"/>
--	--

4. Are applications for replacement/initial I-94s being filed with this petition?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - How many? <input type="checkbox"/>
---	--

5. Are applications by dependents being filed with this petition?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - How many? <input type="checkbox"/>
---	--

6. Is any person in this petition in removal proceedings?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - explain on separate paper
---	---

Part 4. Processing Information. (Continued)

7. Have you ever filed an immigrant petition for any person in this petition? No Yes - explain on separate paper
8. If you indicated you were filing a new petition in Part 2, within the past seven years has any person in this petition:
a. Ever been given the classification you are now requesting? No Yes - explain on separate paper
- b. Ever been denied the classification you are now requesting? No Yes - explain on separate paper
9. Have you ever previously filed a petition for this person? No Yes - explain on separate paper
10. If you are filing for an entertainment group, has any person in this petition not
been with the group for at least one year? n/a No Yes - explain on separate paper

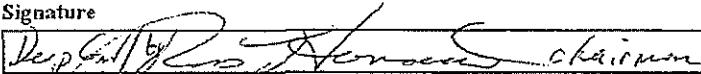
Part 5. Basic information about the proposed employment and employer. Attach the supplement relating to the classification you are requesting.

1. Job Title 2. Nontechnical Job Description
3. LCA Case Number 4. NAICS Code
5. Address where the person(s) will work if different from address in Part 1. (Street number and name, city/town, state, zip code)
6. Is this a full-time position?
 No - Hours per week: Yes - Wages per week or per year:
7. Other Compensation (Explain) 8. Dates of intended employment (mm/dd/yyyy):
 To:
9. Type of Petitioner - Check one:
 U.S. citizen or permanent resident Organization Other - explain on separate paper
10. Type of Business
11. Year Established 12. Current Number of Employees
13. Gross Annual Income 14. Net Annual Income

Part 6. Signature. Read the information on penalties in the instructions before completing this section.

I certify, under penalty of perjury under the laws of the United States of America, that this petition and the evidence submitted with it is all true and correct. If filing this on behalf of an organization, I certify that I am empowered to do so by that organization. If this petition is to extend a prior petition, I certify that the proposed employment is under the same terms and conditions as stated in the prior approved petition. I authorize the release of any information from my records, or from the petitioning organization's records that the U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought.

Signature

Rus Howard

Print Name

Rus Howard, Chairman

Daytime Phone Number (Area/Country Code)

(850) 377-1856

Date (mm/dd/yyyy)

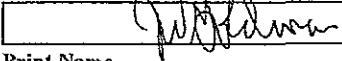
7/20/05

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 7. Signature of person preparing form, if other than above.

I declare that I prepared this petition at the request of the above person and it is based on all information of which I have any knowledge.

Signature

Jeffrey Goldman

Print Name

Jeffrey Goldman

Daytime Phone Number (Area/Country Code)

(617) 348-3025

Date (mm/dd/yyyy)

Firm Name and Address

Mintz Levin Cohn Ferris Glovsky & Popeo PC, One Financial Center, Boston, MA 02111

Employment Agreement

This Employment Agreement is entered into as of the date of the last signature affixed hereto, by and between Deep Gulf, a Florida Incorporation ("Deep Gulf, Inc." or "the Employer"), and Marc Moszowski ("Employee").

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Deep Gulf, Inc. and Employee hereby agree as follows:

1. **Position of Employment.** The Company will employ the Employee in the position of President of Deep Gulf, Inc., and, in that position, Employee will report to the Board of Directors of Deep Gulf, Inc. Deep Gulf, Inc. retains the right to change Employee's title, duties, and reporting relationships as may be determined to be in the best interests of the Company; provided, however, that any such change in Employee's duties shall be consistent with Employee's training, experience, and qualifications.

The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Employment Agreement, be governed by Deep Gulf, Inc.'s Policies and Procedures Manual and existing practices. In the event of a conflict between this Employment Agreement and the Policies and Procedures Manual or existing practices, the terms of this Agreement shall govern.

2. **Term of Employment.** Employee's employment with Deep Gulf, Inc. shall begin on 1 August, 2005, and shall continue for a period of three (3) years, after which time continued employment shall be on an "at will" basis, unless:
 1. Employee's employment is terminated by either party in accordance with the terms of Section 5 of this Employment Agreement; or
 2. Such term of employment is extended or shortened by a subsequent agreement duly executed by each of the parties to this Employment Agreement, in which case such employment shall be subject to the terms and conditions contained in the subsequent written agreement.
3. **Compensation and Benefits.**
 1. **Base Salary.** Employee shall be paid a base salary of \$10,000 monthly, which is \$120,000 annually ("Base Salary"), subject to applicable federal, state, and local withholding. Such Base Salary is to be paid to Employee in the same manner and on the same payroll schedule in which all Deep Gulf, Inc. employees receive payment. Any increases in Employee's Base Salary for years beyond the first year of Employee's employment shall be in the sole discretion of Deep Gulf, Inc. management, and nothing herein shall be deemed to require any such increase.

2. **Incentive and Deferred Compensation.** Employee shall be eligible to participate in all incentive and deferred compensation programs available to other executives or officers of Deep Gulf, Inc., such participation to be in the same form, under the same terms, and to the same extent that such programs are made available to other such executives or officers. Nothing in this Employment Agreement shall be deemed to require the payment of bonuses, awards, or incentive compensation to Employee if such payment would not otherwise be required under the terms of Deep Gulf, Inc.'s incentive compensation programs.
 3. **Employee Benefits.** Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other Deep Gulf, Inc. executive or officers participate, including the Deep Gulf, Inc. Stock Option program. The terms and conditions of Employee's participation in Deep Gulf, Inc.'s employee benefit plans, policies, programs, or perquisites shall be governed by the terms of each such plan, policy, or program.
4. **Duties and Performance.** The Employee acknowledges and agrees that he is being offered a position of employment by the Company with the understanding that the Employee possesses a unique set of skills, abilities, and experiences which will benefit the Company, and he agrees that his continued employment with the Company, whether during the term of this Employment Agreement or thereafter, is contingent upon his successful performance of his duties in his position as noted above, or in such other position to which he may be assigned.
1. **General Duties.**
 1. Employee shall render to the very best of Employee's ability, on behalf of the Company, services to and on behalf of the Company, and shall undertake diligently all duties assigned to him by the Company.
 2. Employee shall devote his full time, energy and skill to the performance of the services in which the Company is engaged, at such time and place as the Company may direct. Employee shall not undertake, either as an owner, director, shareholder, employee or otherwise, the performance of services for compensation (actual or expected) for any other entity without the express written consent of the Board of Directors.
 3. Employee shall faithfully and industriously assume and perform with skill, care, diligence and attention all responsibilities and duties connected with his employment on behalf of the Company.
 4. Employee shall have no authority to enter into any contracts binding upon the Company, or to deliberately create any obligations on the part of the Company, except as may be specifically authorized by the Board of Directors of DeepGulf, Inc.
 2. **Specific Duties.** [See job description appended as attachment to the agreement].

5. **Termination of Employment.** Employee's employment with the Company may be terminated, prior to the expiration of the term of this Employment Agreement, in accordance with any of the following provisions:

1. **Termination by Employee.** The Employee may terminate his employment at any time during the course of this agreement by giving 4 (four) months' notice in writing to the Board of Directors of Deep Gulf, Inc. During the notice period, Employee must fulfill all his duties and responsibilities set forth above and use his best efforts to train and support his replacement, if any. Failure to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period.
2. **Termination by the Company without Cause.** Deep Gulf, Inc. may terminate Employee's employment at any time during the course of this agreement by giving 6 (six) months' notice in writing to the Employee. During the notice period, Employee must fulfill all of Employee's duties and responsibilities set forth above and use Employee's best efforts to train and support Employee's replacement, if any. Failure of Employee to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period. Deep Gulf, Inc., may, in its sole discretion, give Employee severance pay in the amount of the remaining notice period in lieu of actual employment, and nothing herein shall require Company to maintain employee in active employment for the duration of the notice period.
3. **Termination by the Company for Cause.** The Company may, at any time and without notice, terminate the Employee for "cause". Termination by the Company of the Employee for "cause" shall include but not be limited to termination based on any of the following grounds: (a) failure to perform the duties of the Employee's position in a satisfactory manner; (b) fraud, misappropriation, embezzlement or acts of similar dishonesty; (c) conviction of a felony involving moral turpitude; (d) illegal use of drugs or excessive use of alcohol in the workplace; (e) intentional and willful misconduct that may subject the Company to criminal or civil liability; (f) breach of the Employee's duty of loyalty, including the diversion or usurpation of corporate opportunities properly belonging to the Company; (g) willful disregard of Company policies and procedures; (h) breach of any of the material terms of this Agreement; and (i) insubordination or deliberate refusal to follow the instructions or policies of the Board of Directors of Deep Gulf, Inc.
4. **Termination By Death or Disability.** The Employee's employment and rights to compensation under this Employment Agreement shall terminate if the Employee is unable to perform the duties of his position due to death or disability lasting more than 90 days, and the Employee's heirs, beneficiaries, successors, or assigns shall not be entitled to any of the compensation or benefits to which Employee is entitled under this Agreement, except: (a) to the extent specifically provided in this Employment Agreement (b) to the extent required by law; or (c) to the extent that such benefit plans

or policies under which Employee is covered provide a benefit to the Employee's heirs, beneficiaries, successors, or assigns.

6. Confidentiality. Employee agrees that at all times during Employee's employment and following the conclusion of Employee's employment, whether voluntary or involuntary, Employee will hold in strictest confidence and not disclose Confidential Information (as defined below) to anyone who is not also an employee of the Company or to any employee of the Company who does not also have access to such Confidential Information, without express written authorization of the Board of Directors of the Company. "Confidential Information" shall mean any trade secrets or Company proprietary information, including but not limited to manufacturing techniques, processes, formulas, customer lists, inventions, experimental developments, research projects, operating methods, cost, pricing, financial data, business plans and proposals, data and information the Company receives in confidence from any other party, or any other secret or confidential matters of the Company. Additionally, Employee will not use any Confidential Information for Employee's own benefit or to the detriment of the Company during Employee's employment or thereafter. Employee also certifies that employment with the Company does not and will not breach any agreement or duty that Employee has to anyone concerning confidential information belonging to others.
7. Noncompetition. To the fullest extent permitted by applicable law, the terms of the Noncompetition Agreement executed by the Employee are incorporated by reference into this Employment Agreement and are made a part hereto as if they appeared in this Employment Agreement itself.
8. Expenses. The Company shall pay or reimburse Employee for any expenses reasonably incurred by him in furtherance of his duties hereunder, including expenses for entertainment, travel, meals and hotel accommodations, upon submission by him of vouchers or receipts maintained and provided to the Company in compliance with such rules and policies relating thereto as the Company may from time to time adopt.
9. General Provisions.
 1. Notices. All notices and other communications required or permitted by this Agreement to be delivered by Deep Gulf, Inc. or Employee to the other party shall be delivered in writing to the address shown below, either personally, by facsimile transmission or by registered, certified or express mail, return receipt requested, postage prepaid, to the address for such party specified below or to such other address as the party may from time to time advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such facsimile transmission or upon the date or actual receipt shown on any return receipt if registered, certified or express mail is used, as the case may be.

Deep Gulf, Inc:

Deep Gulf, Inc., Inc.
17 S Palafox Place Suite 370

Pensacola, FL 32502
[Attention: Board of Directors]

Employee:

Marc Moszkowski
425C East Zaragoza Ave
Pensacola, FL 32502

2. Amendments and Termination; Entire Agreement. This Agreement may not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of Deep Gulf, Inc. and Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.
3. Successors and Assigns. The rights and obligations of the parties hereunder are not assignable to another person without prior written consent; provided, however, that Deep Gulf, Inc., without obtaining Employee's consent, may assign its rights and obligations hereunder to a wholly-owned subsidiary and provided further that any post-employment restrictions shall be assignable by Deep Gulf, Inc. to any entity which purchases all or substantially all of the Company's assets.
4. Severability; Provisions Subject to Applicable Law. All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
5. Waiver of Rights. No waiver by Deep Gulf, Inc. or Employee of a right or remedy hereunder shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.
6. Definitions; Headings; and Number. A term defined in any part of this Employment Agreement shall have the defined meaning wherever such term is used herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Employment Agreement. Where appropriate to the context of this Agreement, use of the singular shall be deemed also to refer to the plural, and use of the plural to the singular.
7. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original but both of which taken together shall constitute but one and the same instrument.
8. Governing Laws and Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The parties hereto further

agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Florida.

IN WITNESS WHEREOF, Deep Gulf, Inc. and Employee have executed and delivered this Agreement as of the date written below.

Deep Gulf, Inc., Inc.

Marc Moszkowski

By: Rustin Howard, Chairman DeepGulf, Inc.

Date: _____

Date: _____



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

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

August 12, 2005

EV392160463US

VIA FEDERAL EXPRESS
U.S. Citizenship & Immigration Services
Texas Service Center
P.O. Box 852211
Mesquite, TX 75185-2211

Re: Form I-129, H-1B Petition for Nonimmigrant Worker - NOT SUBJECT TO CAP
Petitioner: DeepGulf, Inc.
Beneficiary: Mr. Marc MOSZKOWSKI

PLEASE NOTIFY THE CONSULATE IN PARIS, FRANCE

Dear Sir or Madam:

In connection with the above-captioned matter, enclosed please find the following forms and documentation submitted in support of the Petitioner's request to sponsor Mr. Moszkowski for H-1B employment until August 1, 2008:

- Attorney Representation Form G-28 with attached checks to cover the government filing fees (\$185, \$500, and \$750);
- Form I-129, Petition for a Nonimmigrant Worker;
- H Classification Supplement to Form I-129;
- H-1B Data Collection and Filing Fee Exemption Supplement;
- Form ETA 9035E, Certified Labor Condition Application (ETA Case # I-05189-1883137);
- Petitioner Letter of Support;
- Petitioner Information including business plan and PowerPoint presentation;
- Personal Guarantee of Rus Howard, Chairman of DeepGulf, Inc., attesting that he will use personal assets including the equity in his home to assure the Citizenship and Immigration Service that the H-1B prevailing wage will be paid. Also attached are tax returns and Settlement Statements from the real estate/residences owned by Mr. Howard;
- Copy of the Beneficiary's educational credentials and professional evaluation;

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

August 12, 2005

Page 2

- Copies of the Beneficiary's Form I-94, Form I-797 Approval Notice for prior H-1B status (SRC-00-069-52123), passport identity page and visa pages.

Please contact me at (617) 348-3025 if you have any questions or require additional information. Thank you in advance for your time and attention to this matter.

Very truly yours,



Jeffrey W. Goldman

JWG/kwf

Enclosures

Attestation

I, Rus Howard, attest to the following:

1. I am a U.S. Citizen;
2. My company, DeepGulf, Inc., is a startup company with plenty of business to pay the prevailing wage salary of \$120,000 in support of H-1B authorized employment for Mr. Marc Moszkowski;
3. **In the event the company does not meet financial expectations, I will use personal assets, including the equity in my home, to guarantee payment of the prevailing wage.** Please see the attached personal financial paperwork.

Signature: 

Date: 7-20-05

Form 1040

Department of the Treasury — Internal Revenue Service
U.S. Individual Income Tax Return 2004

(99) IRS Use Only — Do not write or staple in this space

Label (See instructions.)	For the year Jan 1 - Dec 31, 2004, or other tax year beginning _____, 2004, ending _____, 20 _____			OMB No. 1545-0074
	Your first name RUSTIN R HOWARD	MI	Last name	Your social security number 529-90-3650
	If a joint return, spouse's first name MAUREEN W HOWARD	MI	Last name	Spouse's social security number 518-90-6066
	Home address (number and street). If you have a P.O. box, see instructions. 431 C East Zarragossa Street			Apartment no.
Presidential Election Campaign (See instructions.)	City, town or post office. If you have a foreign address, see instructions. Pensacola, FL 32502			State ZIP code
<p>► 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</p>				You Spouse
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. ► <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)
Check only one box.				5 <input type="checkbox"/>
Exemptions	<p>6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a..... b <input type="checkbox"/> Spouse.....</p> <p>c Dependents: (1) First name _____ Last name _____ _____ _____ _____ _____ d Total number of exemptions claimed _____</p>			<p>Boxes checked on 6a and 6b 1</p> <p>No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instrs)</p> <p>Dependents on 6c not entered above</p> <p>Add numbers on lines above ► 1</p>
If more than four dependents, see instructions.				
Income	<p>7 Wages, salaries, tips, etc. Attach Form(s) W-2</p> <p>8 a Taxable interest. Attach Schedule B if required..... b Tax-exempt interest. Do not include on line 8a. ► 8b</p> <p>9 a Ordinary dividends. Attach Schedule B if required..... b Qualified divs (see instrs)</p> <p>10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)</p> <p>11 Alimony received.....</p> <p>12 Business income or (loss). Attach Schedule C or C-EZ</p> <p>13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. ► 13</p> <p>14 Other gains or (losses). Attach Form 4797</p> <p>15 a IRA distributions 15a 3,000. b Taxable amount (see instrs)</p> <p>16 a Pensions and annuities 16a b Taxable amount (see instrs)</p> <p>17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E</p> <p>18 Farm income or (loss). Attach Schedule F</p> <p>19 Unemployment compensation</p> <p>20 a Social security benefits 20a b Taxable amount (see instrs)</p> <p>21 Other income. See Statement 1</p> <p>22 Add the amounts in the far right column for lines 7 through 21. This is your total income. ► 22</p>			<p>7 5,078.</p> <p>8a 132.</p> <p>9a</p> <p>10</p> <p>11</p> <p>12</p> <p>13 495.</p> <p>14</p> <p>15b 0.</p> <p>16b</p> <p>17</p> <p>18</p> <p>19</p> <p>20b</p> <p>21 1,003.</p> <p>22 6,708.</p>
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.				
If you did not get a W-2, see instructions.				
Enclose, but do not attach, any payment. Also, please use Form 1040-V.				
Adjusted Gross Income	<p>23 Educator expenses (see instructions)</p> <p>24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ</p> <p>25 IRA deduction (see instructions)</p> <p>26 Student loan interest deduction (see instructions)</p> <p>27 Tuition and fees deduction (see instructions)</p> <p>28 Health savings account deduction. Attach Form 8889</p> <p>29 Moving expenses. Attach Form 3903</p> <p>30 One-half of self-employment tax. Attach Schedule SE</p> <p>31 Self-employed health insurance deduction (see instrs)</p> <p>32 Self-employed SEP, SIMPLE, and qualified plans</p> <p>33 Penalty on early withdrawal of savings</p> <p>34 a Alimony paid b Recipient's SSN.... ► 34a</p> <p>35 Add lines 23 through 34a</p> <p>36 Subtract line 35 from line 22. This is your adjusted gross income. ► 36</p>			<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34a</p> <p>35</p> <p>36</p>

Tax and Credits		37 Amount from line 36 (adjusted gross income)	37	6,708.
		38a Check <input type="checkbox"/> You were born before January 2, 1940, <input type="checkbox"/> Blind. Total boxes if: <input type="checkbox"/> Spouse was born before January 2, 1940, <input type="checkbox"/> Blind. checked ► 38a		
		b If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here..... ► 38b <input type="checkbox"/>	39	5,227.
		39 Itemized deductions (from Schedule A) or your standard deduction (see left margin).	40	1,481.
		40 Subtract line 39 from line 37.....	41	3,100.
		41 If line 37 is \$107,025 or less, multiply \$3,100 by the total number of exemptions claimed on line 6d. If line 37 is over \$107,025, see the worksheet in the instructions.....	42	0.
		42 Taxable income. Subtract line 41 from line 40. If line 41 is more than line 40, enter -0.....	43	0.
		43 Tax (see instrs). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972.....	44	0.
		44 Alternative minimum tax (see instructions). Attach Form 6251.....	45	0.
		45 Add lines 43 and 44.....		
		46 Foreign tax credit. Attach Form 1116 if required.....	46	
		47 Credit for child and dependent care expenses. Attach Form 2441.....	47	
		48 Credit for the elderly or the disabled. Attach Schedule R.....	48	
		49 Education credits. Attach Form 8863.....	49	
		50 Retirement savings contributions credit. Attach Form 8880.....	50	
		51 Child tax credit (see instructions).....	51	
		52 Adoption credit. Attach Form 8839.....	52	
		53 Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8859.....	53	
		54 Other credits. Check applicable box(es): a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Specify.....	54	
		55 Add lines 46 through 54. These are your total credits.....	55	
		56 Subtract line 55 from line 45. If line 55 is more than line 45, enter -0..... ► 56	57	0.
Other Taxes		57 Self-employment tax. Attach Schedule SE.....	58	
		58 Social security and Medicare tax on tip income not reported to employer. Attach Form 4137.....	59	100.
		59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required.....	60	
		60 Advance earned income credit payments from Form(s) W-2.....	61	
		61 Household employment taxes. Attach Schedule H.....	62	
		62 Add lines 56-61. This is your total tax..... See Statement 2 ► 150.	150.	250.
Payments		63 Federal income tax withheld from Forms W-2 and 1099.....	63	
		64 2004 estimated tax payments and amount applied from 2003 return.....	64	
		65a Earned income credit (EIC).....	65a	
		b Nontaxable combat pay election..... ► 65b		
		66 Excess social security and tier 1 RRTA tax withheld (see instructions).....	66	
		67 Additional child tax credit. Attach Form 8812.....	67	
		68 Amount paid with request for extension to file (see instructions).....	68	
		69 Other pmts from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885.....	69	
		70 Add lines 63, 64, 65a, and 66 through 69. These are your total payments..... ► 70		0.
Refund		71 If line 70 is more than line 62, subtract line 62 from line 70. This is the amount you overpaid.....	71	
Direct deposit? See instructions and fill in 72b, 72c, and 72d.		72a Amount of line 71 you want refunded to you..... ► 72a		
		b Routing number.....	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
		d Account number.....		
		73 Amount of line 71 you want applied to your 2005 estimated tax ► 73		
Amount You Owe		74 Amount you owe. Subtract line 70 from line 62. For details on how to pay, see instructions..... ► 74	250.	
		75 Estimated tax penalty (see instructions) 75		
Third Party Designee		Do you want to allow another person to discuss this return with the IRS (see instructions)? <input checked="" type="checkbox"/> Yes. Complete the following. <input type="checkbox"/> No		
		Designee's name ► Preparer	Phone no. ►	Personal identification number (PIN) ►
Sign Here Joint return? See instructions.		Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Keep a copy for your records.		You signature	Date	Your occupation EXECUTIVE
		Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation
Paid Preparer's Use Only		Preparer's signature ► Thomas R. Hatfield	Date 3/30/05	Preparer's SSN or PTIN 133-38-5768
		Firm's name (or yours if self-employed) ► Tom Hatfield, CPA	EIN 133-38-5768	
		address, and ZIP code ► P.O. Box 1107 Dryden, NY 13053	Phone no. (607) 835-6300,	

A. Type of Loan

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

C NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "OC" were paid outside the closing they are shown here for information purposes only and are not included in the total.

D. NAME AND ADDRESS OF BORROWER:

R R HOWARD 8 Calle Hermosa Pensacola Beach, FL 32561

E. NAME AND ADDRESS OF SELLER:

DONNA LEE 9423 S. Hollybrook Dr., #201 Pembroke Pines, FL 33025

F. NAME AND ADDRESS OF LENDER:

WHITNEY NATIONAL BANK 410 Labarre Road Jefferson, LA 70121

G. PROPERTY LOCATION:

431-B East Zaragoza Street Pensacola, FL 32501

H. SETTLEMENT AGENT: Emmanuel Sheppard & Condon (850) 433-6581 Contact: Janet Rogers	PLACE OF SETTLEMENT: 30 S. Spring Street Pensacola, FL 32501
I. SETTLEMENT DATE: 12/03/2004	DISBURSEMENT DATE: 12/03/2004

J. SUMMARY OF BORROWER(S) TRANSACTION K. SUMMARY OF SELLER(S) TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER : 400. GROSS AMOUNT DUE TO SELLER :

101. Contract sales price	360,000.00	401. Contract sales price	360,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	12,613.69	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes 12/03/2004 to 12/31/2004	194.92	407. County taxes 12/03/2004 to 12/31/2004	191.92
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	372,808.61	420. Gross Amount Due Seller	360,194.92

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

201. Deposit or earnest money	10,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	292,000.00	502. Settlement charges to seller (line 1400)	16,718.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff Mortgage to Wachovia Mortgage Corp. thru	298,960.33
205.		505. Payoff	
206.		506. 2004 Taxes	2,460.08
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by Seller in advance

10. City/town taxes	510. City/town taxes
11. County taxes	511. County taxes
12. Assessments	512. Assessments
13.	513.
14.	514.
15.	515.
16.	516.
17.	517.
18.	518.
19.	519.

20. Total Paid By/For Borrower 302,000.00 520. Total Reduction Amount Due Seller 318,138.91

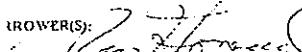
00. CASH AT SETTLEMENT FROM/TO BORROWER : 600. CASH AT SETTLEMENT TO/FROM SELLER :

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

SETTLEMENT STATEMENT

Total Sales Broker's Commission based on price	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Listing Realtor Commission To: Tanner Realty		
Selling Realtor Commission		
Commission paid at Settlement		46,000.00
ITEMS PAYABLE IN CONNECTION WITH LOAN		
Loan Origination Fee		
Loan Discount		
Appraisal Fee		
Credit Report		
Lender's Inspection Fee		
Mortgage Insurance Application Fee		
ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
Interest from		
Mortgage Insurance Premium for		
Hazard Insurance Premium for		
1. RESERVES DEPOSITED WITH LENDER		
1. Hazard insurance		
2. Mortgage insurance		
3. City property taxes		
4. County property taxes		
5. Annual assessments		
6.		
7.		
8. Aggregate Accounting Adjustment		
2. TITLE CHARGES		
1. Settlement or closing fee To: Emmanuel, Sheppard & Condon	250.00	
2. Abstract or title search To: American Pioneer Title Insurance Company	110.00	
3. Title examination To: Emmanuel, Sheppard & Condon	25.00	
4. Title insurance binder		
5. Document preparation To: Emmanuel, Sheppard & Condon	200.00	
6. Notary Fees		
7. Attorney's Fees To: Clark, Partington, Hart		350.00
Includes above item numbers 1		
8. Title Insurance To: American Pioneer Title Insurance Company & ES&C	6,398.25	
Includes above item numbers 7		
1. Lender's coverage @		
1. Owner's coverage 1,529,226.28 @ 6,398.25		
1.		
2.		
3. Overnight Courier & Handling Fees To: ES&C GL 600 10 Acc.		40.00
3. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1. Recording fees		
2. City/county tax/stamps		
3. State tax/stamps Deed \$10,705.10 Mortgage \$0.00 To: Clerk of the Court	10,705.10	
4. Recording Releases To: ES&C GL 600 10 Acc.		12.00
5. Record Assignment of Lease To: Clerk of the Court	10.50	
5. Recvd Power of Attorney To: Clerk of the Court		6.00
4. ADDITIONAL SETTLEMENT CHARGES		
1. Survey		
2. Pest inspection To: Superior Termite & Pest Management		75.00
3. SRIA Lease (3/4/04-3/3/05) To: Santa Rosa Island Authority	1,293.82	
4. Home Warranty To: American Home Shield		550.00
5. Home Inspection To: David Walker Home Inspection Service	300.00	
5. A/C Inspection To: M.D. Air Conditioning		55.00
1. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	8,642.57	57,738.10

I carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all records and disbursements made on my part or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BORROWER(S): 
JOHN R. HOWARD

SELLER(S): 
JOHN R. CLARK

HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: 4/21/04

Emmanuel, Sheppard & Condon

Taxes have been prorated based on Taxes for the year. Any re-proration will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and propane fees) have been paid or will be paid upon receipt of final bills.

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

Type of Loan:			
<input checked="" type="checkbox"/> FHA	<input type="checkbox"/> Conventional	<input type="checkbox"/> VA	<input type="checkbox"/> Conventional
6. File Number: 00451-098512		7. Loan Number:	
		8. Mortgage Ins. Case #:	
NOTE: This form is furnished to give the statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked PVC were paid outside the closing; they are shown here for information purposes only and are not included in the totals.			
NAME AND ADDRESS OF BORROWER: RUSTIN R. HOWARD 2101 Scenic Highway, Apt. #D-101 Pensacola, FL 32503			
NAME AND ADDRESS OF SELLER: JOHN R. GLAS 1001 Old Metairie Drive Metairie, LA 70001			
NAME AND ADDRESS OF LENDER:			
PROPERTY LOCATION: 3 Calle Hermosa Pensacola Beach, FL 32561			
SETTLEMENT AGENT: Emmanuel Sheppard & Condon (850) 433-6581 Contact: Janet Rogers		PLACE OF SETTLEMENT: 30 S. Spring Street Pensacola, FL 32501	
SETTLEMENT DATE: 02/27/2004		DISBURSEMENT DATE: 02/27/2004	
SUMMARY OF BORROWER(S) TRANSACTION		K. SUMMARY OF SELLER(S) TRANSACTION	
0. GROSS AMOUNT DUE FROM BORROWER: 400. GROSS AMOUNT DUE TO SELLER:			
1. Contract sales price	1,529,226.28	401. Contract sales price	1,529,226.28
2. Personal Property		402. Personal Property	
3. Settlement charges to borrower (line 1400)	8,642.57	403. .	
4. .		404. .	
5. .		405. .	
Adjustments for items paid by Seller in advance			
6. City/town taxes		406. City/town taxes	
7. County taxes		407. County taxes	
8. Assessments		408. Assessments	
9. SRIA Lease @ \$1293.82/yr 02/27/2004 to 03/03/20	21.21	409. SRIA Lease @ \$1293.82/yr 02/27/2004 to 03/03/20	21.21
0. .	410.	. .	
1. .	411.	. .	
2. .	412.	. .	
0. Gross Amount Due From Borrower	1,537,890.06	420. Gross Amount Due Seller	1,529,247.49
0. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: 500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
1. Deposit or earnest money	35,250.00	501. Excess deposit (see instructions)	
2. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	57,738.10
3. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
4. .		504. Payoff Mortgage to AmSouth Bank	229,622.17
5. .		505. Payoff Mortgage to Bank of America	92,051.82
6. .	506.	. .	
7. .	507.	. .	
8. .	508.	. .	
9. .	509.	. .	
Adjustments for items unpaid by Seller in advance			
0 City/town taxes		510. City/town taxes	
1. County taxes		511. County taxes	
2. Assessments		512. Assessments	
3. MSBU/Fire Assmt 01/01/2004 to 02/27/2004	64.40	513. MSBU/Fire Assmt 01/01/2004 to 02/27/2004	64.40
4. .	514.	. .	
5. .	515.	. .	
6. .	516.	. .	
7. .	517.	. .	
8. .	518.	. .	
9. .	519.	. .	
0. Total Paid By/For Borrower	35,314.40	520. Total Reduction Amount Due Seller	379,476.49
0. CASH AT SETTLEMENT FROM/TO BORROWER: 600. CASH AT SETTLEMENT TO/FROM SELLER:			
1. Gross Amount due from borrower (line 120)	1,537,890.06	601. Gross amount due to seller (line 420)	1,529,247.49
2. Less amounts paid by/for borrower (line 220)	35,314.40	602. Less reductions in amt. due seller (line 520)	379,476.49
3. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	1,502,575.66	603. Cash <input checked="" type="checkbox"/> X <input type="checkbox"/> To <input type="checkbox"/> From Seller	1,149,771.00

L.

SETTLEMENT CHARGES

GROSS AMOUNTS

	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price		
701. Listing Realtor Commission To: Tanner Realty		
702. Selling Realtor Commission		
703. Commission paid at Settlement		13,680.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee To: WHITNEY NATIONAL BANK	450.00	
804. Credit Report To: EQUIFAX	18.00	
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Underwriting fee To: WHITNEY NATIONAL BANK	200.00	
808. Document Preparation Fee To: WHITNEY NATIONAL BANK	100.00	
809. Flood Certification Fee To: GEOTRAC	10.00	
810. Tax Service Fee To: WHITNEY NATIONAL BANK	71.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from 12/03/2004 to 01/01/2005 @ \$1/day To: WHITNEY NATIONAL BANK	1,479.00	
902. Mortgage Insurance Premium for		
903. Hazard Insurance Premium for (Windstorm) To: Underwood-Anderson	1,913.00	
904. Hazard Insurance Premium To Underwood-Anderson	947.00	
100. RESERVES DEPOSITED WITH LENDER		
1001. Hazard insurance 3 months @ 159.42 per month To: WHITNEY NATIONAL BANK	478.26	
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes 4 months @ 211.35 per month To: WHITNEY NATIONAL BANK	845.40	
1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Accounting Adjustment To: WHITNEY NATIONAL BANK	-211.42	
100. TITLE CHARGES		
101. Settlement or closing fee To: Emmanuel, Sheppard & Condon	250.00	
102. Abstract or title search To: Attorneys Title Insurance Fund	35.00	
103. Title examination To: Emmanuel, Sheppard & Condon	25.00	
104. Title insurance binder		
105. Document preparation To: Emmanuel, Sheppard & Condon	200.00	
106. Notary Fees		
107. Attorney's Fees		
(Includes above item numbers:)		
108. Title Insurance To: Attorneys Title Insurance Fund & ES&C	1,900.00	
(Includes above item numbers:)		
109. Lender's coverage 92,000.00 @ 25.00		
110. Owner's coverage 360,000.00 @ 1,875.00		
111. Alta Form 8.1 FF9 To: Attorneys Title Insurance Fund & ES&C	215.00	
12.		
13. Overnight Courier & Handling Fees To: ES&C GL 600 10 Acct	20.00	20.00
100. GOVERNMENT RECORDING AND TRANSFER CHARGES		
01. Recording fees: Deed \$10.00 Mortgage \$0.00 To: Clerk of the Court	10.00	
02. City/county tax/stamps: Mortgage \$584.00 To: Clerk of the Court	584.00	
03. State tax/stamps: Deed \$2,520.00 Mortgage \$1,022.00 To: Clerk of the Court	1,022.00	2,520.00
04. Recording Releases To: ES&C GL 600,10 Acct.		20.00
05. Record Power of Attorney (Buyer) To: Clerk of the Court	10.00	
06. Record Power of Attorney (Seller) To: Clerk of the Court		18.50
10. ADDITIONAL SETTLEMENT CHARGES		
11. Survey To: Lands End Surveying, Inc.		385.00
12. Pest inspection To: Superior Termite & Pest Management		75.00
13. Termite Treatment To: Superior Termite & Pest Management		917.00
14. Home Inspection To: C. A. Capital Corp. \$300 POC by Buyer to C. A. Capital Corp.		
15. Payoff #70701017752 To: CBCS/Cornell University	65.00	
16. Payoff \$359 \$188 \$144 & \$84 To: CBCS/Medical	775.00	
17. Payoff #1401600100000 To: Verizon Wireless	235.45	
0. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	12,613.65	16,718.50

I carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my part or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BUYER(S):

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

SELLER(S):

Donna Lee
DONNA LEE By: Donna Lee

Hugh Green W. Howard, his atty-in-fact Kathleen L. Tanner, her atty-in-fact
HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Emmanuel, Sheppard & Condon

I have been charged based on taxes for the year. Any reparation will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and
phone less) have been paid or will be paid upon receipt of final bills.
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For
see: Title 18 U.S. Code Section 1001 and Section 1010.

Date

12/10/04



US006776560B2

(12) **United States Patent**
Moszkowski et al.

(10) **Patent No.:** US 6,776,560 B2
(45) **Date of Patent:** Aug. 17, 2004

(54) **FLEX J-LAY TOWER**

(76) Inventors: **Mark Moszkowski**, 1902 Ashford Hollow, Harris County, TX (US) 77077; **Benton F. Baugh**, 14626 Oak Bend, Harris County, TX (US) 77079-6441

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: 10/167,891

(22) Filed: Jun. 13, 2002

(65) **Prior Publication Data**

US 2003/0231931 A1 Dec. 18, 2003

(51) **Int. Cl.** ⁷ F16L 1/12(52) **U.S. Cl.** 405/166; 405/170(58) **Field of Search** 405/158, 166, 405/169, 170, 168.1, 167(56) **References Cited**

U.S. PATENT DOCUMENTS

3,331,212 A	7/1967	Cox et al.
3,472,034 A	10/1969	Lawrence
3,524,326 A	8/1970	Craste
3,555,835 A	* 1/1971	Smith
3,581,506 A	6/1971	Howard
3,602,175 A	8/1971	Morgan et al.
3,680,322 A	8/1972	Nolan, Jr. et al.
3,747,356 A	7/1973	Lochridge et al.
3,860,122 A	1/1975	Cernosek
3,937,334 A	2/1976	Bleyl et al.
4,068,490 A	* 1/1978	Jegousse
4,091,629 A	5/1978	Gunn et al.
4,202,653 A	5/1980	Moller

4,324,194 A	4/1982	Elliston
4,340,322 A	7/1982	Springett et al.
4,347,029 A	8/1982	Latimer et al.
4,472,079 A	* 9/1984	Langner 405/167
4,486,123 A	12/1984	Koch et al.
4,569,168 A	2/1986	McGovney et al.
4,704,050 A	11/1987	Wallace
4,917,540 A	4/1990	Recalde
5,000,416 A	3/1991	Fantasia
5,145,289 A	9/1992	Titus
5,421,675 A	6/1995	Brown et al.
5,458,441 A	10/1995	Barry
5,464,307 A	11/1995	Wilkins
5,527,134 A	6/1996	Recalde
5,603,588 A	2/1997	Herbert
5,971,666 A	10/1999	Martin et al.
6,213,686 B1	4/2001	Baugh
6,273,643 B1	8/2001	Baugh
6,293,732 B1	9/2001	Baugh

FOREIGN PATENT DOCUMENTS

GB 1178219 1/1970

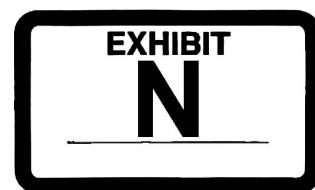
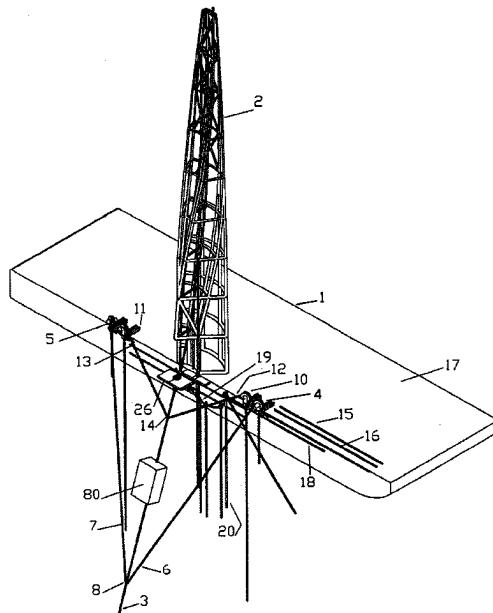
* cited by examiner

Primary Examiner—Michael Safavi

(57) **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.

27 Claims, 4 Drawing Sheets



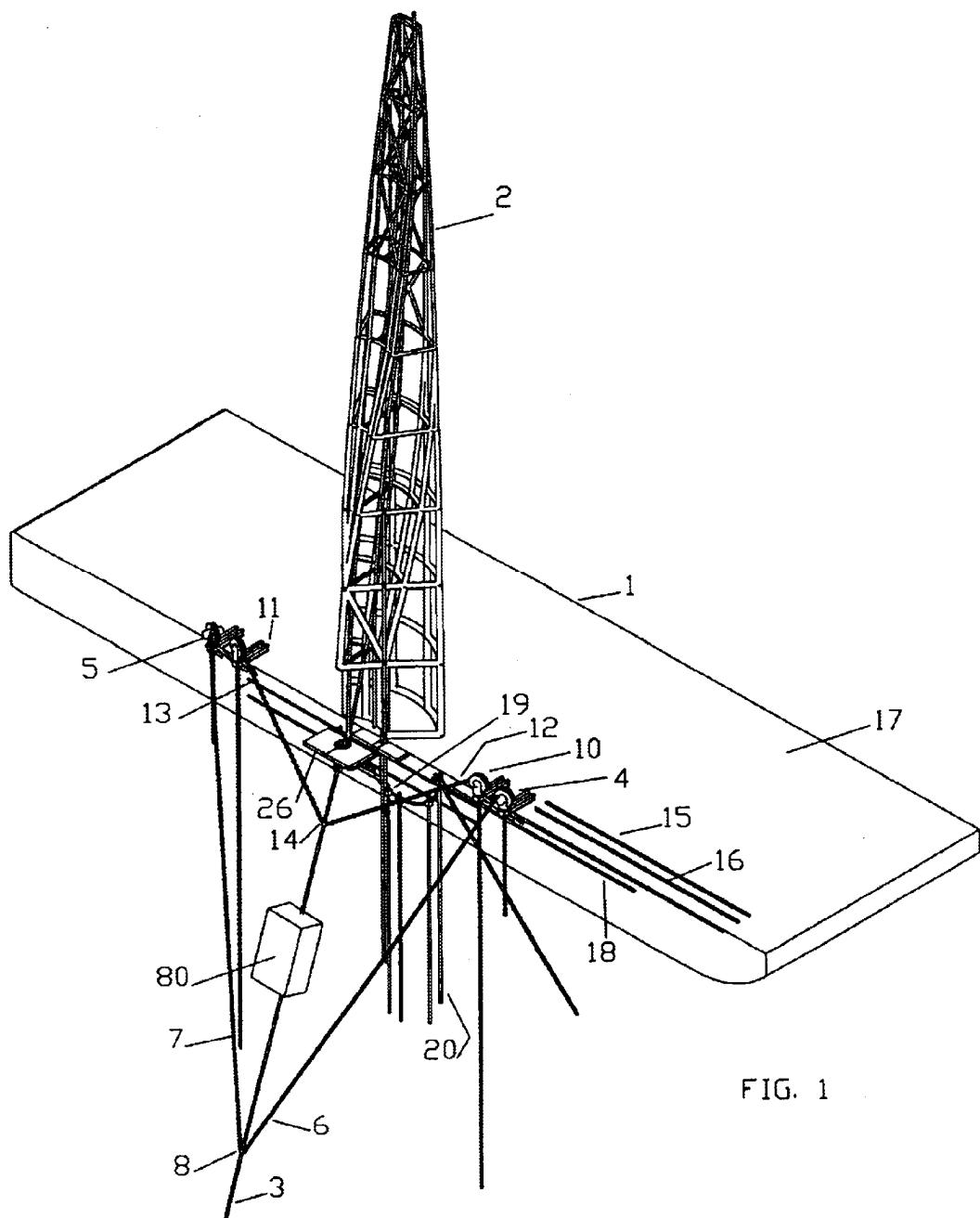
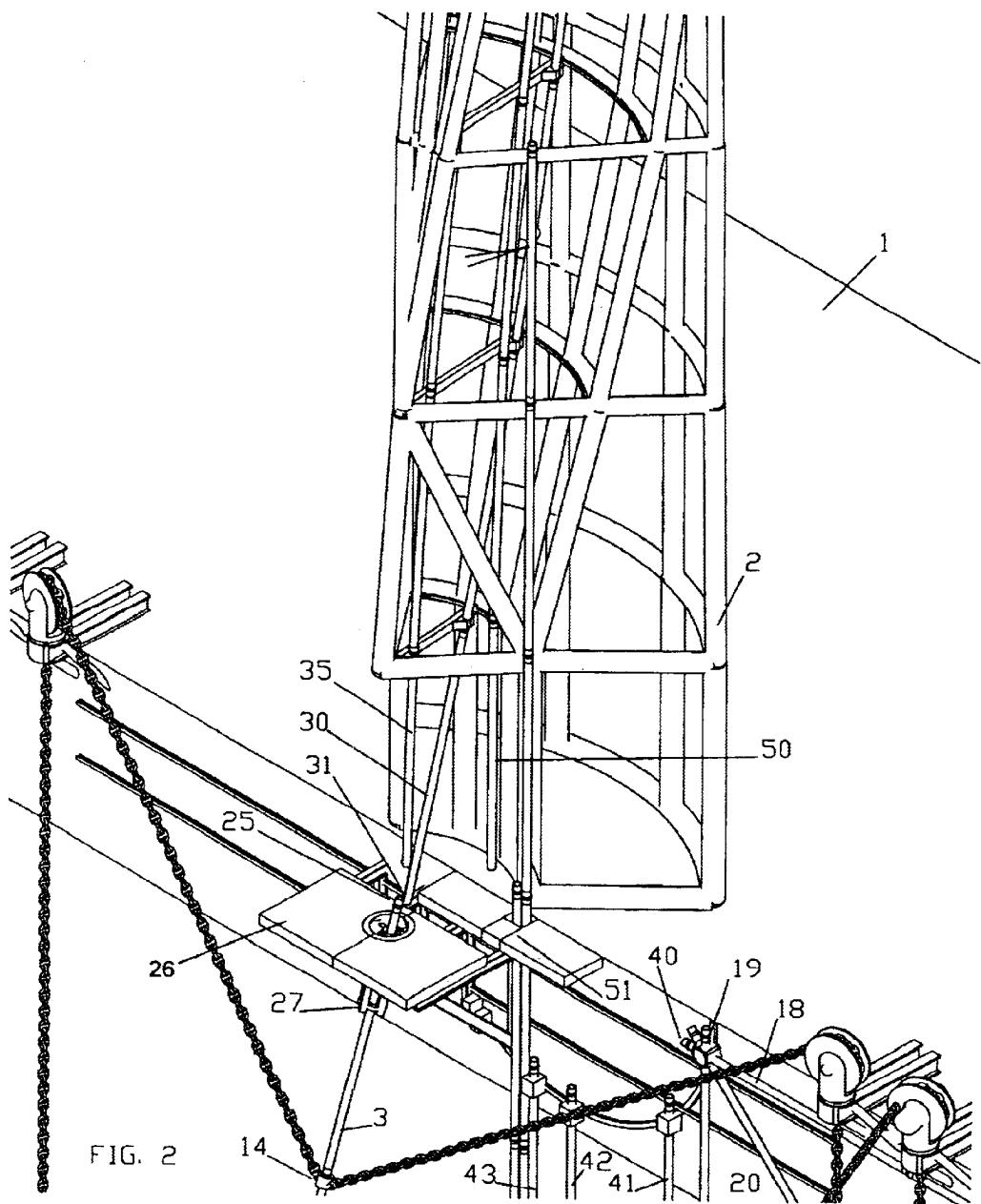
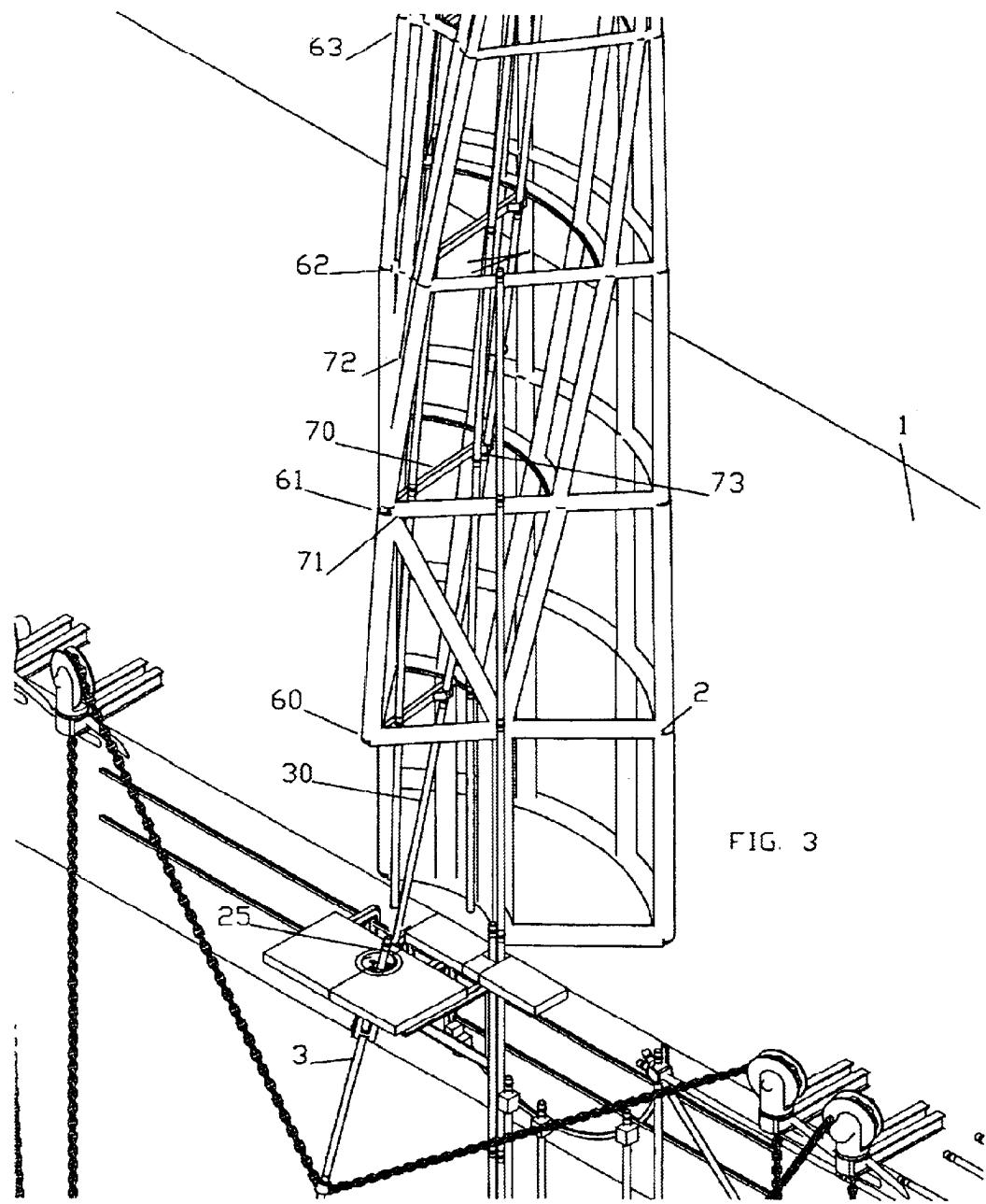


FIG. 1





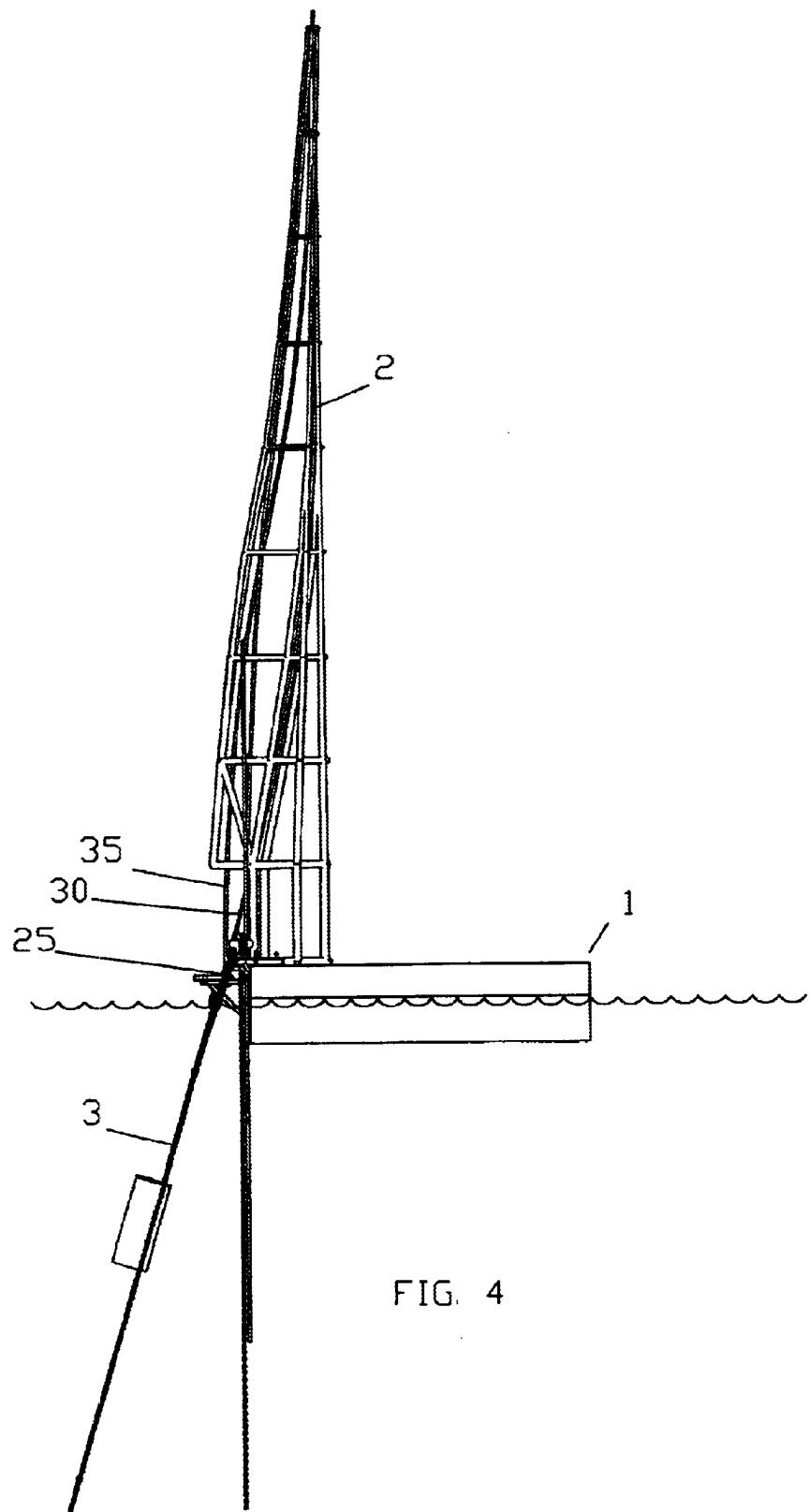


FIG. 4

1
FLEX J-LAY TOWER

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 gimballing 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

3

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

4

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.

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
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

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 keelhauled below said vessel to deliver them to said mast.

12. The invention of claim **6**, further comprising weathering 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,

6

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 keelhauled below said vessel to deliver them to said mast.

22. The invention of claim **15**, further comprising weathering 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.

* * * * *



US009644792B2

(12) **United States Patent**
Moszkowski et al.

(10) **Patent No.:** US 9,644,792 B2
(45) **Date of Patent:** May 9, 2017

(54) **METHOD OF FULLY EXPELLING
COMPRESSED GAS FROM A TANK**

(71) Applicants: **Marc Moszkowski**, Pensacola, FL (US); **Benton Frederick Baugh**, Houston, TX (US)

(72) Inventors: **Marc Moszkowski**, Pensacola, FL (US); **Benton Frederick Baugh**, Houston, TX (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 21 days.

(21) Appl. No.: **14/729,160**

(22) Filed: **Jun. 3, 2015**

(65) **Prior Publication Data**

US 2016/0356422 A1 Dec. 8, 2016

(51) **Int. Cl.**

B65B 31/00 (2006.01)
F17C 5/06 (2006.01)

(52) **U.S. Cl.**

CPC **F17C 5/06** (2013.01); **F17C 2205/0323** (2013.01); **F17C 2205/0364** (2013.01); **F17C 2223/0123** (2013.01); **F17C 2223/036** (2013.01); **F17C 2225/0123** (2013.01); **F17C 2225/036** (2013.01); **F17C 2227/041** (2013.01); **F17C 2260/02** (2013.01); **F17C 2270/0105** (2013.01); **F17C 2270/0171** (2013.01)

(58) **Field of Classification Search**

CPC F17C 5/06; F17C 2223/0123; F17C

2225/036; F17C 2225/0123; F17C 2205/0364; F17C 2270/0105; F17C 2260/02; F17C 2227/04; F17C 2227/041; F17C 2227/042

See application file for complete search history.

(56)

References Cited

U.S. PATENT DOCUMENTS

2,854,826 A * 10/1958 Johnston F04B 15/08
137/210

OTHER PUBLICATIONS

U.S. Appl. No. 12/804,259, filed Jan. 19, 2012, M. Moszkowski.

* cited by examiner

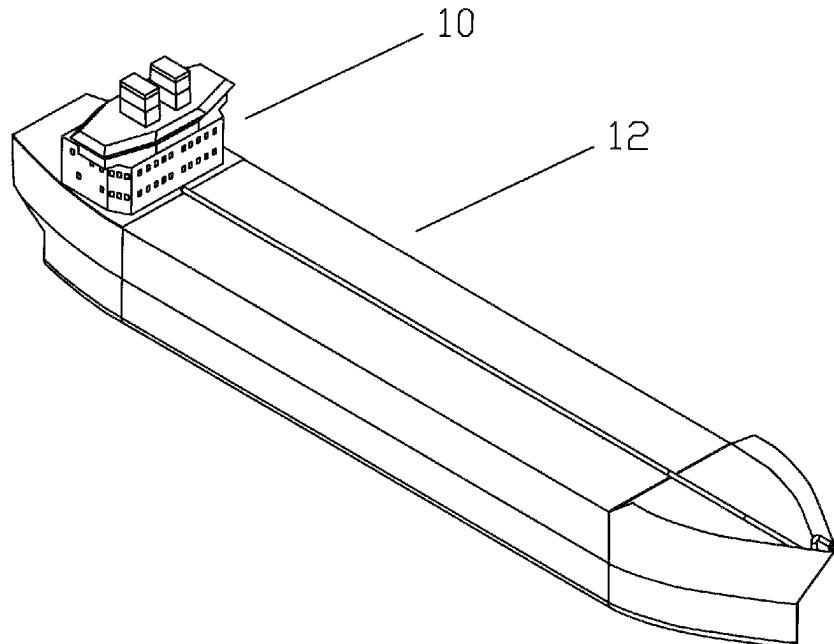
Primary Examiner — Jason K Niesz

(57)

ABSTRACT

The method of transferring compressed gas at from a first tank to a second tank without decompressing the compressed gas and then re-pressuring the compressed gas comprising filling the second tank with a fluid, connecting a first fluid connection on the first tank to a second fluid connection on the second tank with a first line with one or more first valves, connecting a first gas connection on the first tank to a second gas connection on the second tank with a second line with one or more second valves, opening the first valves and the second valves to allow the compressed gas to pressurize the fluid, and pumping the fluid in the second tank into the first tank, thereby causing the compressed gas in the first tank to be displaced into the second tank.

34 Claims, 8 Drawing Sheets



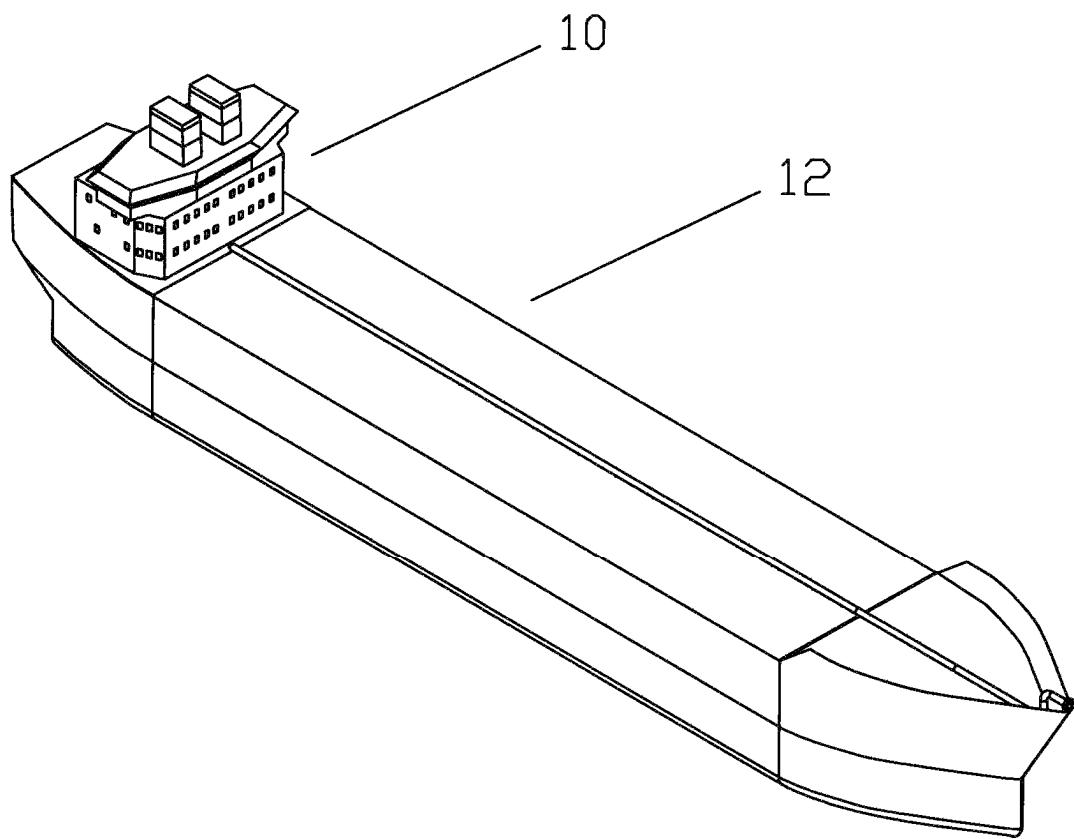


FIG. 1

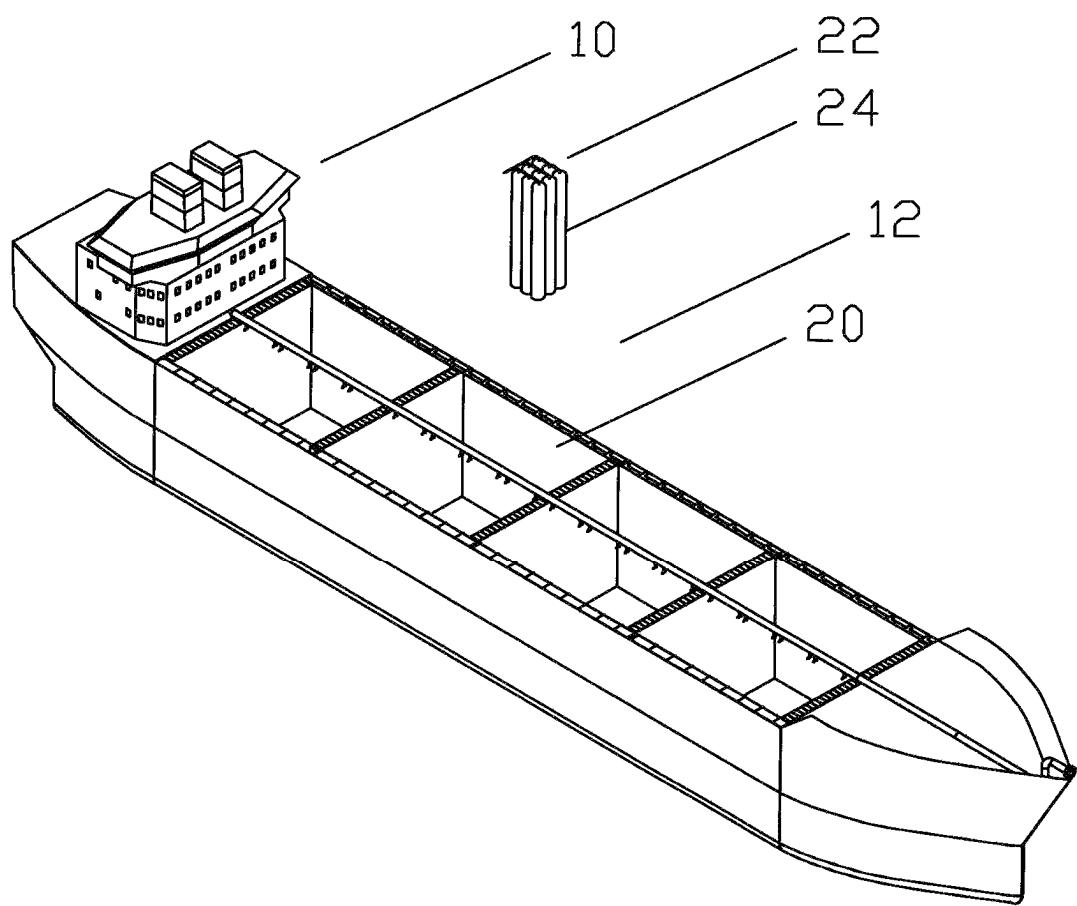


FIG. 2

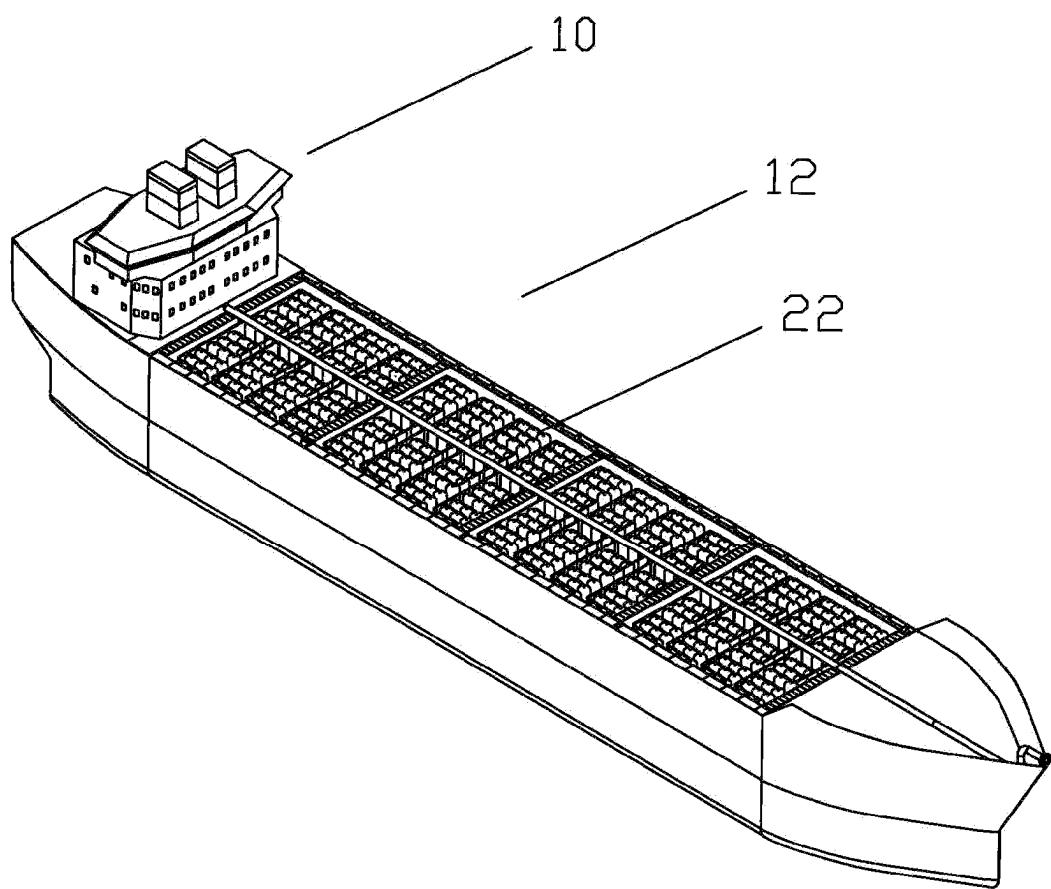


FIG. 3

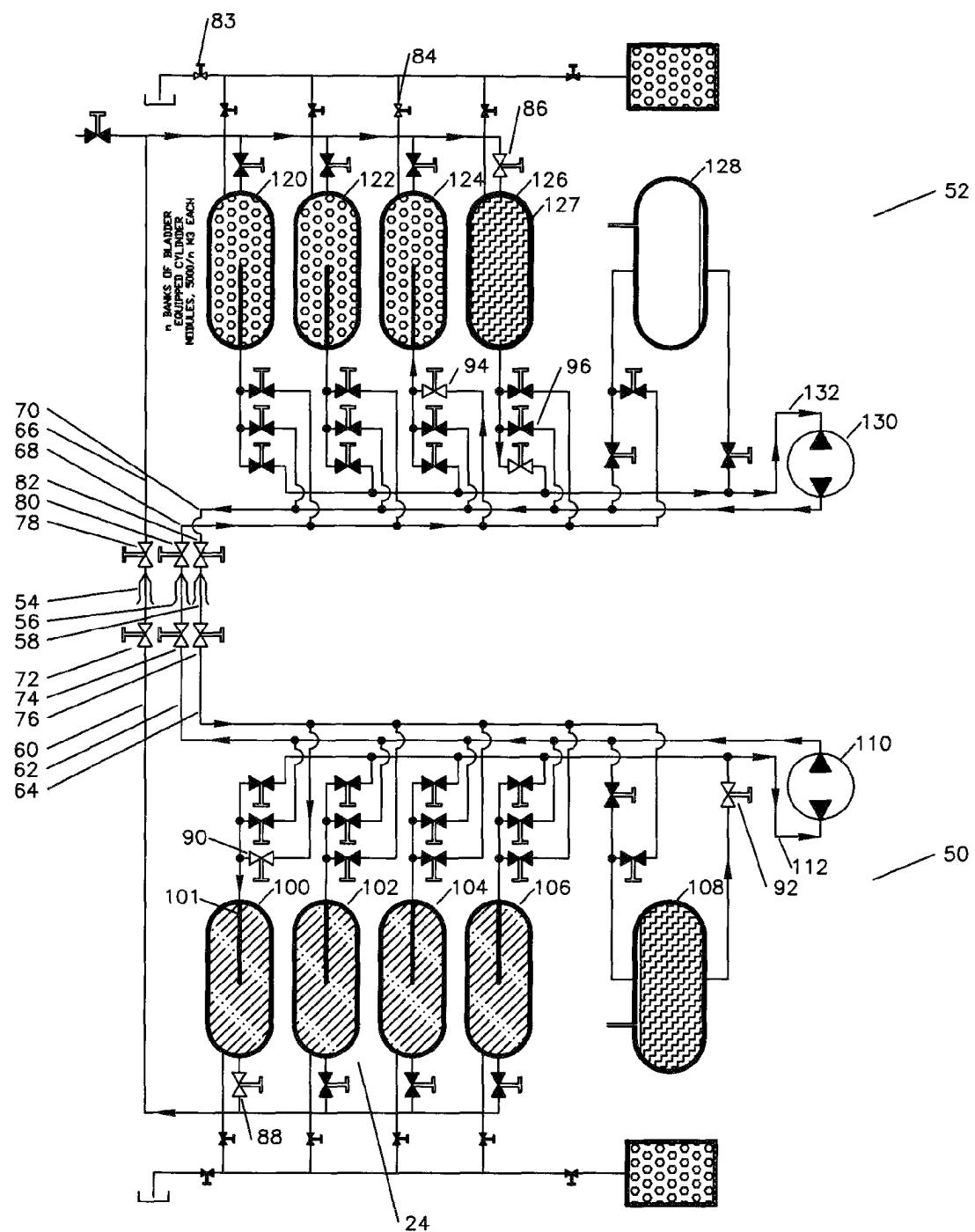


FIG. 4

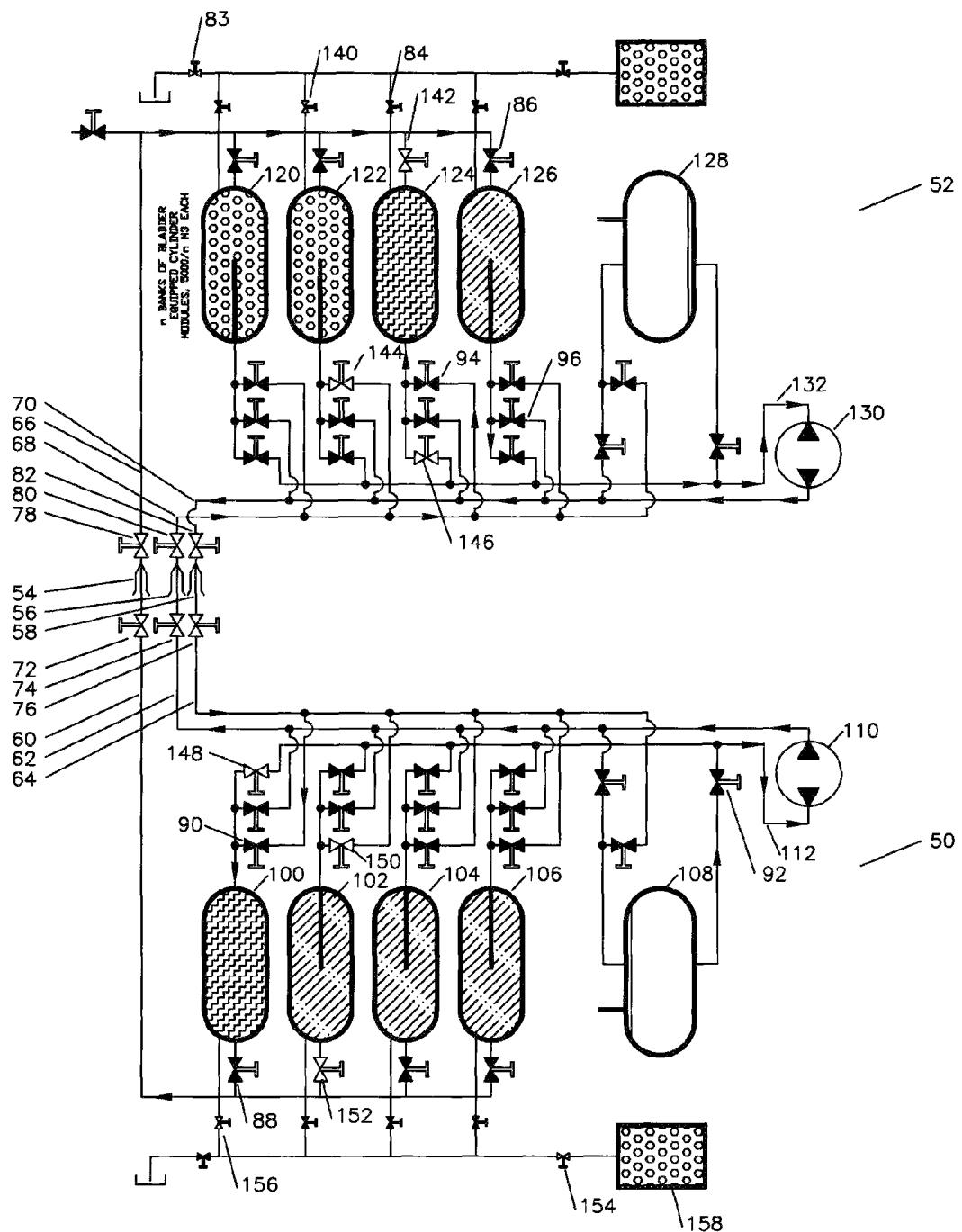


FIG. 5

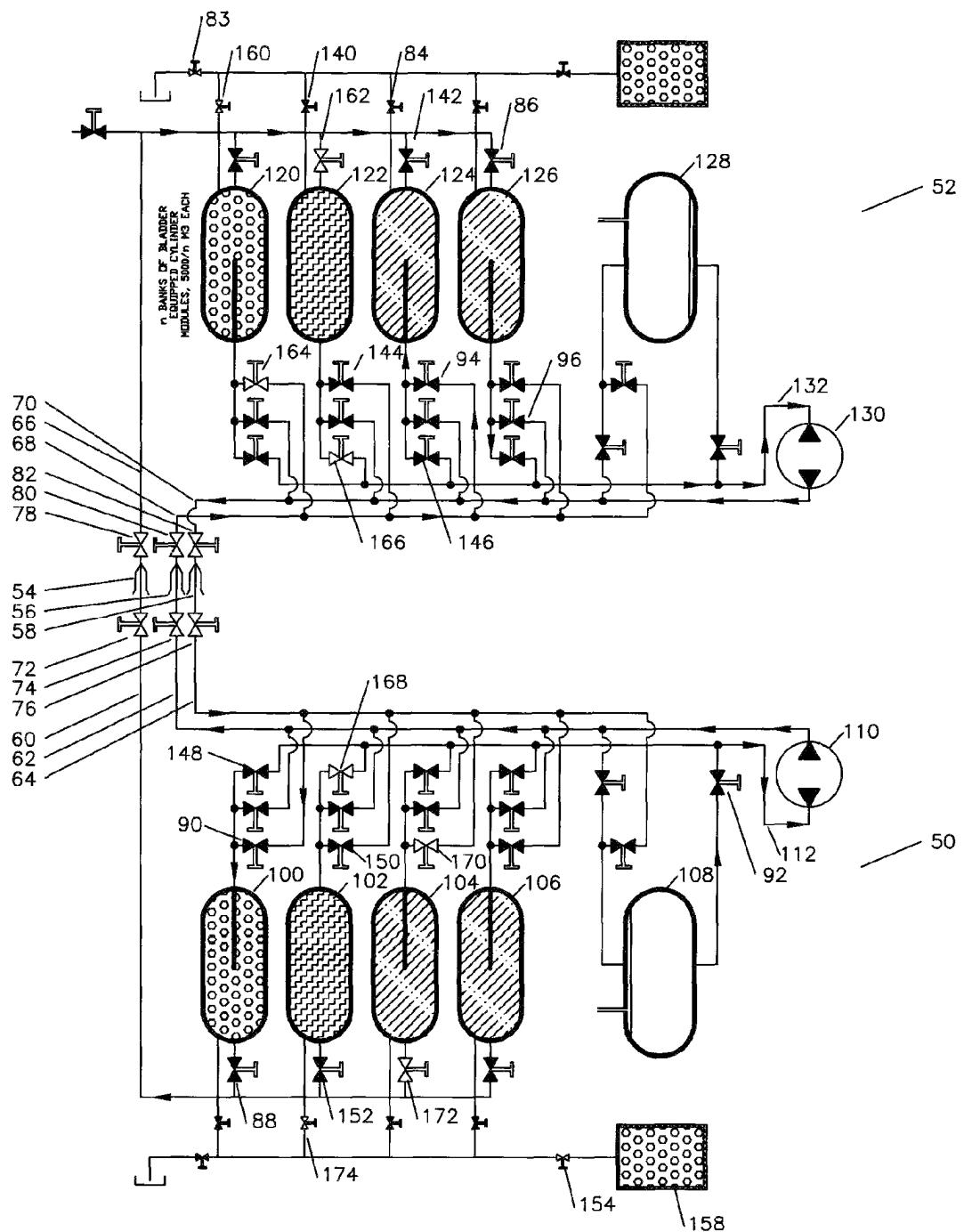


FIG. 6

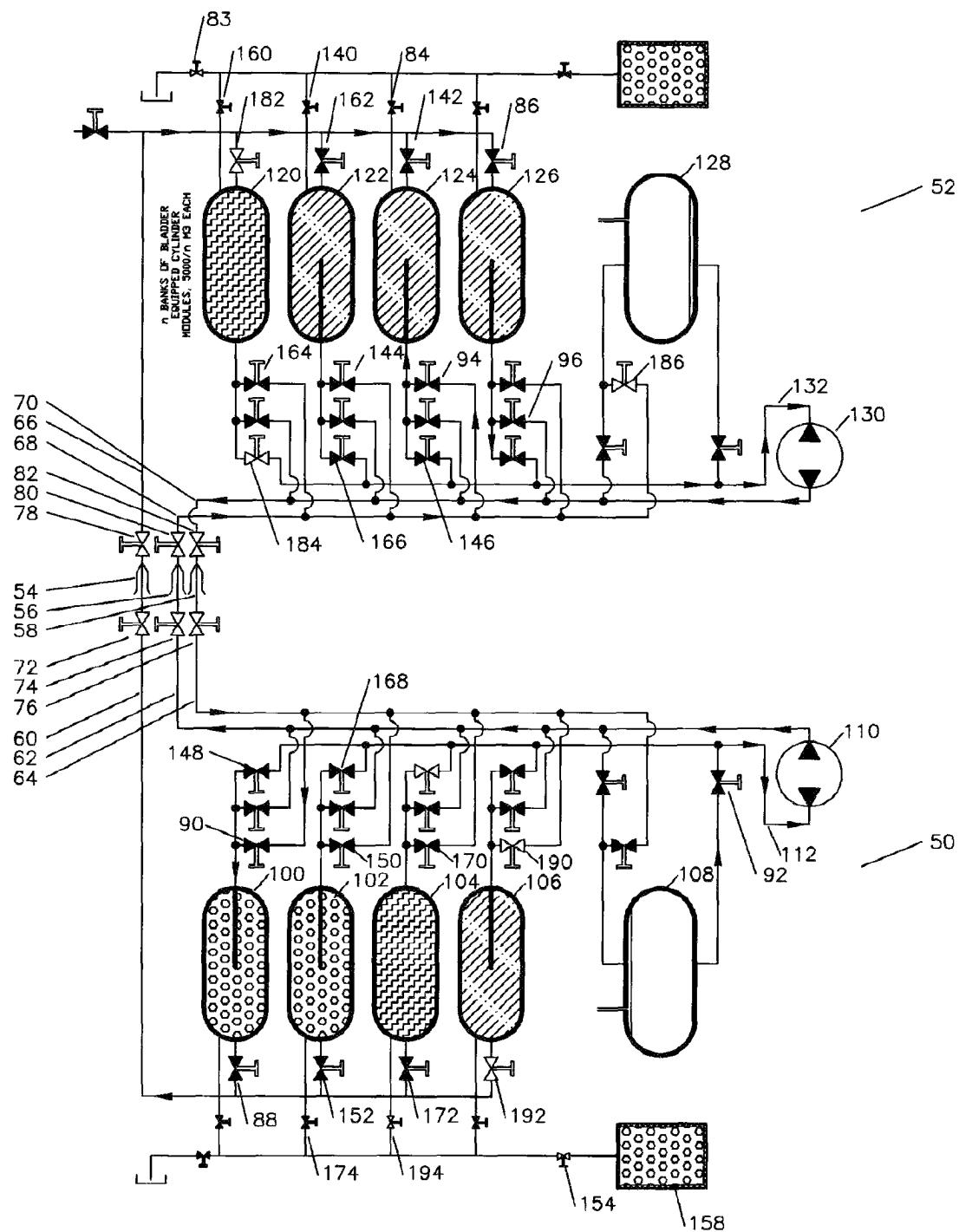


FIG. 7

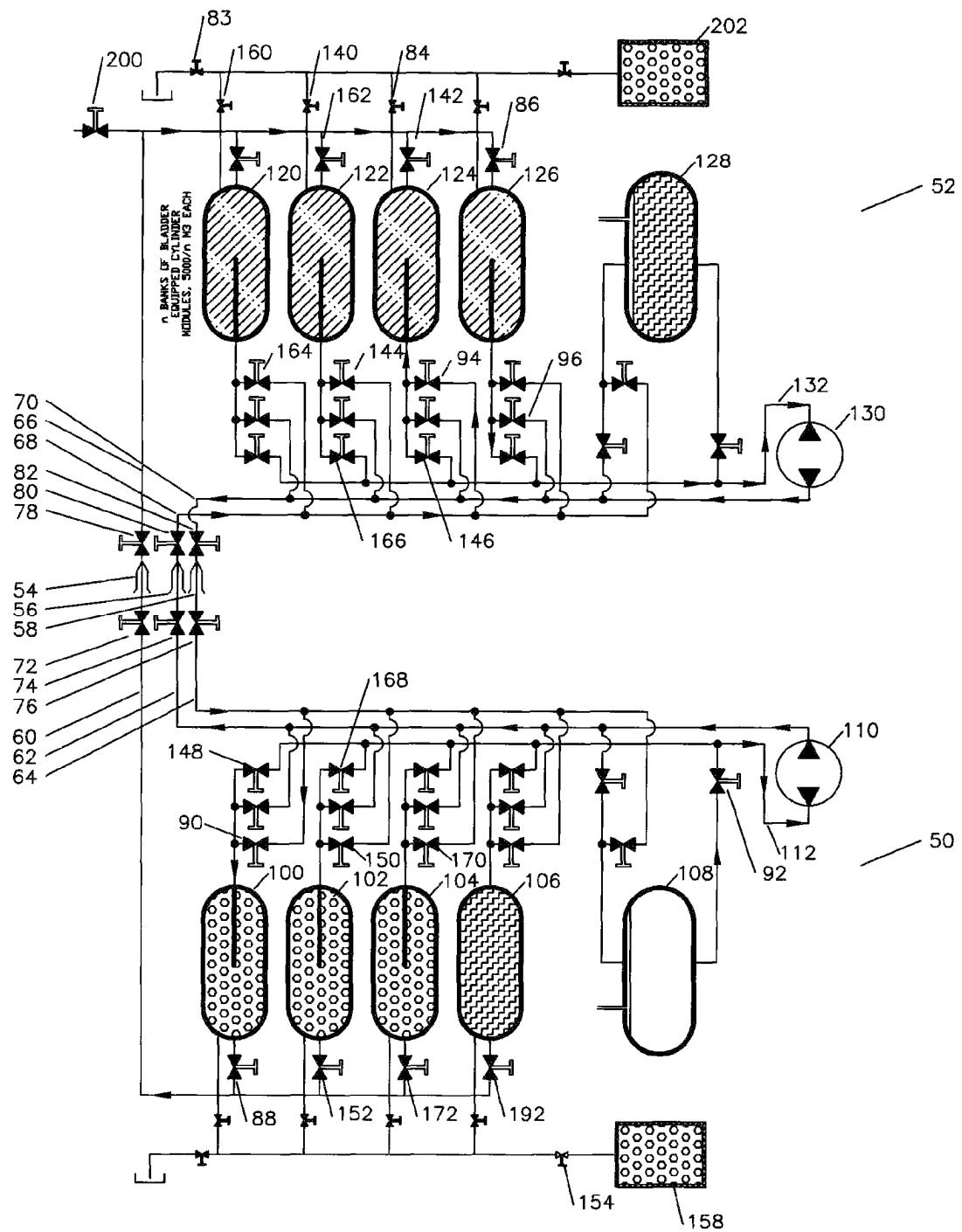


FIG. 8

1**METHOD OF FULLY EXPELLING
COMPRESSED GAS FROM A TANK****TECHNICAL FIELD**

This invention relates to the method expelling compressed gas from one or more compressed gas tanks, especially as associated with the transportation and delivery of compressed natural gas.

BACKGROUND OF THE INVENTION

The transportation of natural gas from the supply location to the tanks at the market by ship or truck transportation tanks requires that the gas be highly compressed to make the transportation economic. The expense of high pressure transportation tanks (e.g. 3000 p.s.i.) rather than at atmospheric pressure (e.g. 0 p.s.i.) is more than offset by the fact that about 250 times as much gas product can be transported.

A second problem exists that if the tanks at the market have an intermediate pressure such as 600 p.s.i. When the 3000 p.s.i. high pressure transportation tanks are dumped into the market tanks, approximately 1780 p.s.i. will remain in the transportation tanks. This means that approximately 60% of the product transported remains undelivered.

Two choices have remained here in the art. First, you can simply leave the gas in the transportation tanks for the return trip and always be transporting this 60% of the volume back and forth from the supply location to the market location. Secondly you can provide gas compression pumps to pump the stranded gas from the ship or truck transportation tanks and deliver all the gas to market. The gas compressors are expensive and expensive to operate. However, the higher cost in many cases is the time tying up the access to the terminal while they are being pumped out. Especially in the case of ocean going ship terminals, the dock time is an expensive charge. However, because of the efficiency of the compressors, residual pressure never comes below about 600 p.s.i. or 20% of the original pressure.

Throughout the history of the transportation of natural gas, the balance between the transportation of the stranded gas in the transportation tanks and the cost to pump it out has been studied with various combinations of stranded gas and compression applied. In the case of trucks, the total volume of stranded gas is not large, however, in very large ocean going vessels, the amount of gas stranded by contemporary methods can be very large.

Another problem associated with conventional methods of transportation are nefarious thermal issues. If the receiving tank pressure is zero and the transportation tank pressure is 3,000 p.s.i., for example, the instantaneous temperature drop upon opening the valve would be 84 degrees K or 151 degrees F., with very bad consequences if there was any water or foreign gases or liquids in the transportation tank. In addition to substantial thermal risks, the 3000 p.s.i. on the transportation tank and 0 p.s.i. in the receiving tank will average out to be 1500 p.s.i. in both tanks, with half of the gas being delivered. At that point gas compressors would be employed with more and more time and money spent as the percentage of the transported gas is transferred, as was also indicated above.

BRIEF SUMMARY OF THE INVENTION

The object of this invention is to provide a method of transferring compressed gas from a transportation tank to a

2

stationary tank with little or no gas in it and vice-versa without requiring the use of gas compressors.

A second objective of this invention to provide a method of transferring compressed gas from a transportation tank to a stationary tank with little or no gas in it and vice-versa without decompression and recompression.

A third objective of this invention is that all of the gas is expelled from the transportation tank so that all the product is delivered to market, rather than a lower pressure residual simply being carried back in the transportation tank for another trip.

Another objective of this invention is that as the tank can be totally purged, it can also be disconnected from the other tanks for maintenance, if required, which would be precluded by any residual natural gas in the tanks.

Another advantage of this invention is that the connectors can easily be backfilled with either a liquid or nitrogen before being safely disconnected.

Another objective of this invention is that there is no transfer of liquid between the two systems, the required power to pump the water would be 5,600 kW with an expenditure of 5.5 metric tons of gas. Gas usage would not really be a problem but power would, as well as regulation of the system.

Another objective of this invention is minimizing the transfer differential pressure so that it enables the installation of safety devices on the tanks so that in case of a collision when the piping on top of the tanks is ripped off or any other type of leakage, a safety mechanism can quickly shut down the flow of gas trying to exit the tank through the broken piping, substantially increasing the safety level of the system.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a view of a vessel having the filling method of this invention.

FIG. 2 is a view of the vessel of FIG. 1 with the top deck removed and showing a set of tanks about to be installed.

FIG. 3 is a view of the vessel of FIG. 2 with a full complement of storage bottles installed.

FIG. 4 is a schematic of method of the present invention as would be seen when the transportation vessel arrives at the delivery location, valves are opened, but pumping has not started.

FIG. 5 is a schematic of method of the present invention after a first tank of compressed natural gas has been transferred and valves are set up to deliver the second tank of compressed natural gas.

FIG. 6 is a schematic of method of the present invention after the second tank of compressed natural gas has been transferred and valves are set up to deliver the third tank of compressed natural gas.

FIG. 7 is a schematic of method of the present invention after the third tank of compressed natural gas has been transferred and valves are set up to deliver the fourth tank of compressed natural gas.

FIG. 8 is a schematic of method of the present invention after the fourth tank of compressed natural gas has been transferred and all valves are closed.

DETAILED DESCRIPTION OF THE INVENTION

Referring now to FIG. 1, an offshore tanker 10 is shown which has a substantial central portion 12 which contains gas storage tanks.

3

Now referring to FIG. 2, the offshore tanker 10 is shown with the top cover from the central portion 12 removed and showing a number of storage chambers 20. A bank of storage bottles 22 is shown with one of the individual bottles identified as 24. Individual bottles can be of a variety of sizes, for example 24 inches in diameter by 45 feet long.

Referring now to FIG. 3, offshore tanker 10 is shown with more of the double wall covering from central portion 12 removed and a full set of bottles 22 installed. In this model 576 of the bottles 24 are shown.

Referring now to FIG. 4, a graphic of the pumping system of this invention is shown. The lower portion of the graphic shows a transportation tank system 50 for transportation of the compressed gases and the upper portion shows a stationary tank system 52. The transportation tank system 50 will likely be aboard a ship, but can be transported by a variety of means including barges, railroads, and trucks. The stationary tank system 52 is described following as the location to which the transportation tank system 50 delivers the compressed natural gas for distribution and use but can as well represent the location where the transportation tank system is efficiently loaded, whether from a shore based or offshore location.

Hose connectors 54, 56, and 58 connect hoses 60, 62, and 64 from the transportation tank system to piping 66, 68, and 70 on the stationary tank system. The connectors 54, 56, and 58 can be one of several styles which are well known in the art. Due to size they will likely be of the remotely hydraulically operated type. Valves 72, 74, and 76 and valves 78, 80, and 82 are on each side of hose connectors 54, 56, and 58 to close off the ends of the hoses or piping when a disconnection is done. Hoses 60, 62, and 64 can be neutrally buoyant with additional buoyancy added to float the valves 72, 74, and 76 also as they move to the shore installation for connection. Alternately the piping 66, 68, and 70 can be floating hoses, or both sides of the hose connectors 54, 56, and 58 can be floating hoses.

The floating gas hose would be rated for a working pressure of 4,250 p.s.i. (we plan to work at 2,133 p.s.i.), inside diameter 7 inch, outside diameter 11 inch, minimum dynamic bending radius 9 foot (7 foot static and 6 foot storage), weight 68 lbs. per ft. The liquid hoses would be the same, which enjoys a higher rating of 5,000 p.s.i. There would be 1 gas line and two liquid lines. The 3 hoses will be bundled, except at their end. Fluid flow needs to be 1,000 cubic meters per hour (4,400 GPM), but with little head if the fluid flows between the receiving and the loading station. The system is inherently safe as no pressure control needs to be applied. In some cases, the difficulty of handling the large high pressure hoses may be made more practical by handling them with a crane.

When a fully loaded transportation tank system comes into port for unloading, all valves in both the transportation tank system and the stationary tank system will be closed. After the hose connectors 54, 56, and 58 are connected, valves 72, 74, and 76 and valves 78, 80, and 82 are opened as shown. Additionally, valves 86, 88, 90, 92, 94, and 96 are opened.

Tank 100 shows bladder 101 which is empty and collapsed to a flat position. Tank 126 shown bladder 127 which is fully expanded against the internal walls of tank 126. The bladders are resilient balloon like members which separate the fluids and gases which will be in the tanks from time to time. Various means can be utilized to achieve this separation of fluids and gases such as floating piston. In some cases no separating method would be required if the fluid utilized

4

did not tend to absorb the gasses and floats or sonar was used to monitor the level of the fluids in the tanks.

All valves in this description are shown as manual valves for simplicity. For rapid and controlled operations, all valves are likely to be remotely controlled.

By opening valves 86 and 88 the pressure of the gas in tank 100 will pressurize the fluid in tank 126. Operating pump 130 will draw fluid out the bladder of tank 126 and pump it through hoses 132, 70 and 64 and valve 90 to tank 100. This will displace the compressed natural gas in tank 100 through valve 88 hoses 60 and 66, through valve 86 and into the space outside the bladder in tank 126. As the pressure in the two tanks was equalized, there will not be a head pressure to pump against, but rather simply flowing friction losses will be incurred.

When pump 110 is operated, fluid will be drawn from tank 108 through valve 92 and pumped through hoses 62 and 68 into the bladder of tank 124. The nitrogen gas in tank 124 will be vented through valves 84 and 83. As the fluid in tank 108 and the nitrogen gas in tank 124 are at atmospheric pressure, there will not be a head pressure to pump against, but rather a simple flowing friction loss will be incurred.

This means that the pressure of tanks 100 and 126 will be the same, and will remain the same during the entire gas transfer process at the high pressure of the compressed natural gas. The pressure in tanks 108 and 124 will be a relatively constant pressure at atmospheric pressure plus a small pumping flow loss. This means safety relief valves can be installed on closely controlled conditions rather than trying to compromise on varying pressures of a typical compression process. The ability this provides to quickly recognize a leakage condition or overpressure condition can substantially increase the safety of the systems.

Referring now to FIG. 5, the results of the pumping in FIG. 4 is seen. Valves 84, 86, 88, 90, 92, 94, and 96 are now closed. Valves 140, 142, 144, 146, 148, 150, 152, 154, and 156 are opened.

Operating pump 130 will draw fluid out the bladder of tank 124 and pump it through valve 146, hoses 132, 70 and 64, valve 150 and into the bladder of tank 102. This will displace the compressed natural gas in tank 102 through valve 152, hoses 60 and 66, valve 142 and into the space outside the bladder in tank 124.

When pump 110 is operated, fluid will be drawn from tank 100 through valve 148, hoses 112, 62 and 68, valve 144 and into the bladder of tank 122.

The nitrogen gas in tank 122 will be vented through valves 140 and 83. Nitrogen plant 158 will generate nitrogen and pump it through valves 154 and 156 into the area outside the bladder in tank 100.

Referring now to FIG. 6, the results off the pumping in FIG. 5 is seen. Valves 140, 142, 144, 146, 148, 150, and 152 are now closed. Valves 160, 162, 164, 166, 168, 170, 172, and 174 are opened.

Operating pump 130 will draw fluid out the bladder of tank 122 and pump it through valve 164, hoses 132, 70 and 64, valve 170 and into the bladder of tank 104. This will displace the compressed natural gas in tank 104 through valve 172, hoses 60 and 66, valve 164 and into the space outside the bladder in tank 122.

When pump 110 is operated, fluid will be drawn from tank 102 through valve 168, hoses 62 and 68, valve 164 and into the bladder of tank 120.

The nitrogen gas in tank 120 will be vented through valves 160 and 83. Nitrogen plant 158 will generate nitrogen and pump it through valves 154 and 174 into the area outside the bladder in tank 102.

5

Referring now to FIG. 7, the results off the pumping in FIG. 6 is seen. Valves 160, 162, 164, 166, 168, 170, and 172 are now closed. Valves 182, 184, 186, 188, 190, 192 and 194 are opened.

Operating pump 130 will draw fluid out the bladder of tank 120 and pump it through valve 184, hoses 132, 70 and 64, valve 190 and into the bladder of tank 106. This will displace the compressed natural gas in tank 106 through valve 192, hoses 60 and 66, valve 182 and into the space outside the bladder in tank 120.

When pump 110 is operated, fluid will be drawn from tank 104 through valve 188, hoses 112, 62 and 68, valve 186 and into tank 128.

Nitrogen plant 158 will generate nitrogen and pump it through valves 154 and 194 into the area outside the bladder in tank 104.

Referring now to FIG. 8, as the compressed natural gas in tanks 120, 122, 124, and 126 are exported to users through valve 200, nitrogen from nitrogen plant 202 will be pumped into the space outside the bladders of tanks 120, 122, and 124 and fluids are pumped from tank 128 into the bladder of tank 126 to be prepared for a subsequent reloading.

As the transportation tank system 50 is in transit to the supply location, the fluids in the bladder of tank 106 are pumped into tank 108 and nitrogen from nitrogen plant 158 is pumped into the space outside the bladder of tank 106. These final pumping operations will return the status of the transportation tank system 50 and the stationary tank system to the status as was shown in FIG. 4.

Another advantage of this invention is minimizing of the transfer differential pressure is that it enables the installation of safety devices on the tanks. In case of a collision when the piping on top of the tanks is ripped off, a valve mechanism shuts down the flow of gas trying to exit the tank through the broken piping, activated by the differential pressure above a certain predetermined level.

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.

That which is claimed is:

1. The method of transferring compressed gas at from a set of delivery tanks to a set of receiving tanks without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

a first step of connecting a first fluid delivery connection on a first delivery tank of said set of delivery tanks to a first receiving fluid connection on a first receiving tank of said set of receiving tanks with a first fluid line with one or more first fluid valves,

said first delivery tank containing first fluid and said first receiving tank not containing a fluid,

opening said first valves and pumping said first fluid from said first delivery tank into said first receiving tank,

a second step of providing a second compressed gas filled tank associated with said delivery tanks and a second fluid filled tank associated with said receiving tanks, connecting a second fluid delivery connection on a second delivery tank of said set of delivery tanks to a second receiving fluid connection on a second receiving tank

6

of said set of receiving tanks with a second fluid line with one or more second fluid valves,

connecting a first gas delivery connection on said second delivery tank of said set of delivery tanks to a second gas receiving connection on said second receiving tank on said set of receiving tanks with a second line with one or more second gas valves,

said second delivery tank containing a first compressed gas and said second receiving tank containing a second fluid,

opening said second fluid valves to allow said first compressed gas to pressurize said second fluid,

opening said first gas valves and pumping said second fluid from said second receiving tank into said second delivery tank such that said first compressed gas will be displaced into said second receiving tank, and

repeating said first step and said second step with a third delivery tank filled with a second compressed gas taking the place of said second delivery tank, said first receiving tank taking the place of said second receiving tank for the exchange of a second fluid with a second gas, and said first delivery tank being replaced by said second delivery tank and a third receiving tank taking the place of said first receiving tank for transferring a second fluid from said delivery set of tanks to said receiving set of tanks.

2. The invention of claim 1 further comprising said set of tanks is on a moving vessel for transportation.

3. The invention of claim 2 further comprising said fluid in said moving vessel is a ship.

4. The invention of claim 2 further comprising said fluid in said moving vessel is a barge.

5. The invention of claim 2 further comprising said fluid in said moving vessel is a train.

6. The invention of claim 2 further comprising said fluid in said moving vessel is a truck.

7. The invention of claim 1 further comprising said set of tanks is on a moving vessel for transportation.

8. The invention of claim 7 further comprising said fluid in said moving vessel is a ship.

9. The invention of claim 7 further comprising said fluid in said moving vessel is a barge.

10. The invention of claim 7 further comprising said fluid in said moving vessel is a train.

11. The invention of claim 7 further comprising said fluid in said moving vessel is a truck.

12. The invention of claim 1 further comprising said first line and said second line have connectors intermediate their ends.

13. The invention of claim 12 further comprising said first line and said second line are neutrally buoyant for floating in seawater for connection.

14. The invention of claim 12 further comprising said first line and said second line can be flooded with an environmentally friendly fluid or gas prior to disconnection.

15. The method of transferring compressed gas at a first pressure and first temperature environmental conditions from a first tank to a second tank without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

said compressed as being above its boiling temperature in said environmental conditions within said tanks, filling said second tank with a fluid, said fluid being below its boiling temperature in said environmental conditions,

connecting a first fluid connection on said first tank to a second fluid connection on said second tank with a first line with one or more first valves,
 connecting a first gas connection on said first tank to a second gas connection on said second tank with a second line with one or more second valves,
 opening said first valves and said second valves to allow said compressed gas to pressurize said fluid, and pumping said fluid in said second tank into said first tank, thereby causing said compressed gas in said first tank to be displaced into said second tank.

16. The invention of claim **15** further comprising said first tank is on a moving vessel for transportation.

17. The invention of claim **16** further comprising said fluid in said moving vessel is a ship.

18. The invention of claim **16** further comprising said fluid in said moving vessel is a barge.

19. The invention of claim **16** further comprising said fluid in said moving vessel is a train.

20. The invention of claim **16** further comprising said fluid in said moving vessel is a truck.

21. The invention of claim **15** further comprising said second tank is on a moving vessel for transportation.

22. The invention of claim **21** further comprising said fluid in said moving vessel is a ship.

23. The invention of claim **21** further comprising said fluid in said moving vessel is a barge.

24. The invention of claim **21** further comprising said fluid in said moving vessel is a train.

25. The invention of claim **21** further comprising said fluid in said moving vessel is a truck.

26. The method of transferring compressed gas at from a first tank to a second tank without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

filling said second tank with a fluid,
 connecting a first fluid connection on said first tank to a second fluid connection on said second tank with a first line with one or more first valves,
 connecting a first gas connection on said first tank to a second gas connection on said second tank with a second line with one or more second valves,
 opening said first valves and said second valves to allow said compressed gas pressurize said fluid,
 pumping said fluid in said second tank into said first tank, thereby causing said compressed gas in said first tank to be displaced into said second tank, and
 said first fluid connection is separated from said first gas connection in said first tank by a bladder.

27. The method of transferring compressed gas at from a first tank to a second tank without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

filling said second tank with a fluid,
 connecting a first fluid connection on said first tank to a second fluid connection on said second tank with a first line with one or more first valves,
 connecting a first gas connection on said first tank to a second gas connection on said second tank with a second line with one or more second valves,
 opening said first valves and said second valves to allow said compressed gas to pressurize said fluid,
 pumping said fluid in said second tank into said first tank, thereby causing said compressed gas in said first tank to be displaced into said second tank, and
 said first fluid connection is separated from said first gas connection in said first tank by a piston.

28. The method of transferring compressed gas at from a first tank to a second tank without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

filling said second tank with a fluid,
 connecting a first fluid connection on said first tank to a second fluid connection on said second tank with a first line with one or more first valves,
 connecting a first gas connection on said first tank to a second gas connection on said second tank with a second line with one or more second valves,
 opening said first valves and said second valves to allow said compressed gas to pressurize said fluid,
 pumping said fluid in said second tank into said first tank, thereby causing said compressed gas in said first tank to be displaced into said second tank, and
 said second fluid connection is separated from said second gas connection in said second tank by a bladder.

29. The method of transferring compressed gas at from a first tank to a second tank without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

filling said second tank with a fluid,
 connecting a first fluid connection on said first tank to a second fluid connection on said second tank with a first line with one or more first valves,
 connecting a first gas connection on said first tank to a second gas connection on said second tank with a second line with one or more second valves,
 opening said first valves and said second valves to allow said compressed gas to pressurize said fluid,
 pumping said fluid in said second tank into said first tank, thereby causing said compressed gas in said first tank to be displaced into said second tank, and
 said second fluid connection is separated from said second gas connection in said second tank by a piston.

30. The invention of claim **15** further comprising said fluid is water.

31. The invention of claim **15** further comprising said fluid contains an additive to reduce the freezing temperature.

32. The method of transferring compressed gas at from a first tank to a second tank without decompressing said compressed gas and then re-pressuring said compressed gas comprising:

filling said second tank with a fluid,
 connecting a first fluid connection on said first tank to a second fluid connection on said second tank with a first line with one or more first valves,
 connecting a first gas connection on said first tank to a second gas connection on said second tank with a second line with one or more second valves,
 opening said first valves and said second valves to allow said compressed gas to pressurize said fluid,
 pumping said fluid in said second tank into said first tank, thereby causing said compressed gas in said first tank to be displaced into said second tank, and
 said first line and said second line have connectors intermediate their ends.

33. The invention of claim **32** further comprising said first line and said second line are neutrally buoyant for floating in seawater for connection.

34. The invention of claim **32** further comprising said first line and said second line can be flooded with an environmentally friendly fluid or gas prior to disconnection.



US008146667B2

(12) **United States Patent**
Moszkowski et al.

(10) **Patent No.:** US 8,146,667 B2
(45) **Date of Patent:** Apr. 3, 2012

(54) **DUAL GRADIENT PIPELINE EVACUATION METHOD**(76) Inventors: **Marc Moszkowski**, Houston, TX (US);
Benton Frederick Baugh, Houston, TX (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: 12/804,258

(22) Filed: Jul. 19, 2010

(65) **Prior Publication Data**

US 2012/0012328 A1 Jan. 19, 2012

(51) **Int. Cl.**

E21B 43/01 (2006.01)

(52) **U.S. Cl.** 166/344; 166/267; 166/400; 166/177.3(58) **Field of Classification Search** 166/344,
166/351, 352, 357, 366, 368, 267, 400, 401,
166/339, 170, 177.3

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

2,953,158 A *	9/1960	Shea et al.	137/268
3,266,076 A *	8/1966	Surber	15/104.062
3,384,169 A *	5/1968	Leonard	166/357
3,411,483 A *	11/1968	Canoy	606/116
3,495,380 A *	2/1970	Goldman et al.	95/153
3,565,689 A *	2/1971	Lowe et al.	134/8
3,590,919 A *	7/1971	Talley, Jr.	166/357
3,788,084 A *	1/1974	Matthews, Jr.	405/173
3,961,493 A *	6/1976	Nolan et al.	405/158
4,216,026 A *	8/1980	Scott	134/4
4,252,465 A *	2/1981	Broussard et al.	405/158
4,416,703 A *	11/1983	Scott	134/8
4,543,131 A *	9/1985	Purinton, Jr.	134/8
4,705,114 A *	11/1987	Schroeder et al.	166/357

4,745,937 A *	5/1988	Zagustin et al.	137/13
4,753,261 A *	6/1988	Zagustin et al.	137/13
5,117,915 A *	6/1992	Mueller et al.	166/381
5,181,571 A *	1/1993	Mueller et al.	166/381
5,215,781 A *	6/1993	Lowther	427/11
5,232,475 A *	8/1993	Jepson	95/260
5,639,313 A *	6/1997	Khalil	134/18
5,795,402 A *	8/1998	Hargett, Sr. et al.	134/8
5,879,561 A *	3/1999	Klomp et al.	210/698
5,891,262 A *	4/1999	Khalil et al.	134/22.11
6,109,829 A *	8/2000	Cruickshank	405/169
6,129,150 A *	10/2000	Lima	166/357
6,267,182 B1 *	7/2001	Lima	166/335
6,277,286 B1 *	8/2001	S.o slashed.ntvedt et al.	166/250
6,536,540 B2 *	3/2003	de Boer	175/70
6,539,778 B2 *	4/2003	Tucker et al.	73/49.5
6,554,068 B1 *	4/2003	Chatterji et al.	166/285
6,672,391 B2 *	1/2004	Anderson et al.	166/357
6,680,284 B1 *	1/2004	Heidlas et al.	504/367
6,843,331 B2 *	1/2005	de Boer	175/70
7,008,466 B2 *	3/2006	Collins	95/153
7,093,661 B2 *	8/2006	Olsen	166/357
7,264,653 B2 *	9/2007	Panchalingam et al.	95/153
7,281,880 B2 *	10/2007	Tucker et al.	405/154.1
7,389,818 B2 *	6/2008	Hoiland	166/367
7,490,671 B2 *	2/2009	Gramme et al.	166/357
7,516,794 B2 *	4/2009	Gramme et al.	166/357
7,708,839 B2 *	5/2010	Yemington	134/22.11
7,721,807 B2 *	5/2010	Stoisits et al.	166/366
7,815,744 B2 *	10/2010	Abney et al.	134/22.18
RE42,358 E *	5/2011	Tucker et al.	73/49.5

(Continued)

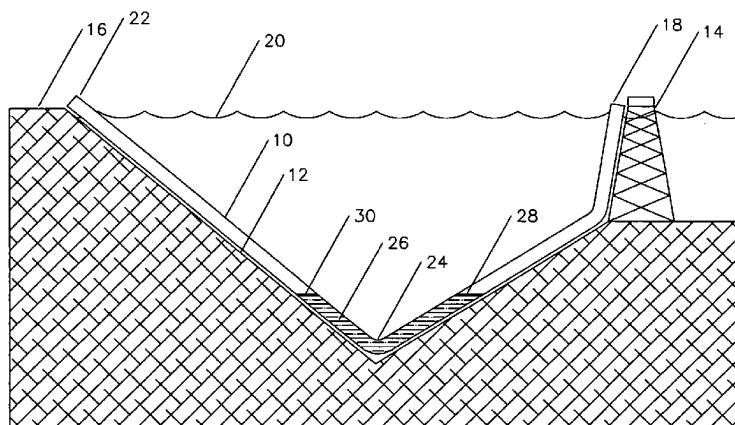
Primary Examiner — Thomas Beach

Assistant Examiner — Matthew Buck

(57) **ABSTRACT**

The method of removing a first liquid from a subsea pipeline which has a central portion lower than each of the ends of the subsea pipeline by pumping a second lower density fluid into the pipeline and the either removing the second lower density fluid by either displacing it with gas or evaporating the second lower density fluid to a gas.

6 Claims, 4 Drawing Sheets



US 8,146,667 B2

Page 2

U.S. PATENT DOCUMENTS

2005/0006086 A1 * 1/2005 Gramme 166/105.5
2006/0115332 A1 * 6/2006 Abney et al. 405/169
2007/0102369 A1 * 5/2007 Gramme et al. 210/748
2008/0053659 A1 * 3/2008 Kinnari et al. 166/367

2008/0245528 A1 * 10/2008 Stokka et al. 166/357
2008/0296062 A1 * 12/2008 Horton et al. 175/5
2009/0223672 A1 * 9/2009 Naik 166/344
2010/0236633 A1 * 9/2010 Esparza et al. 137/13
* cited by examiner

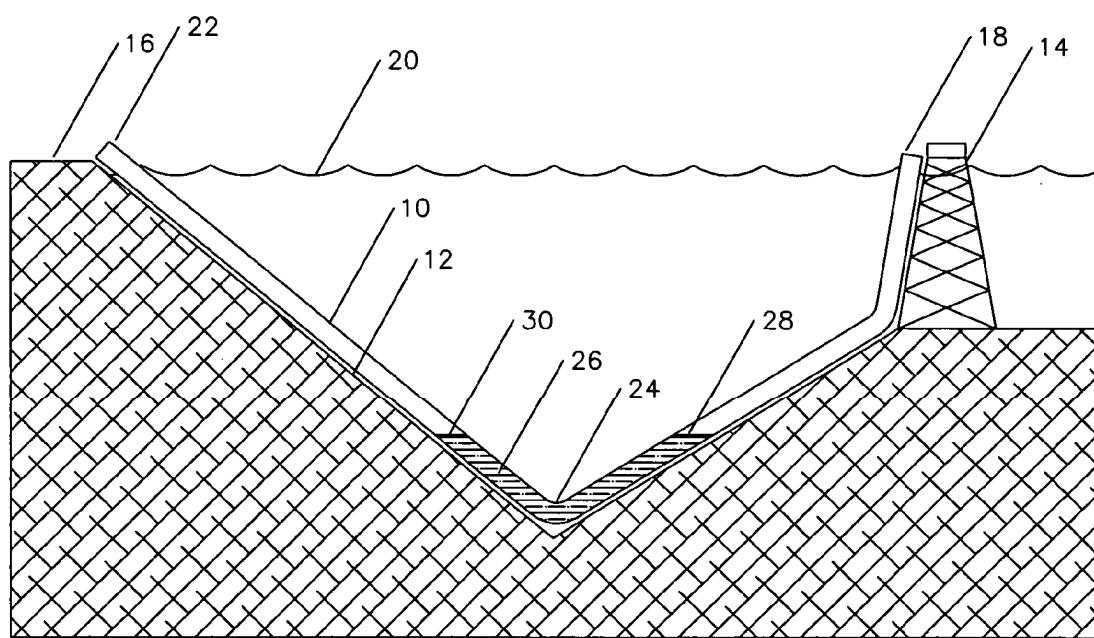


FIGURE 1

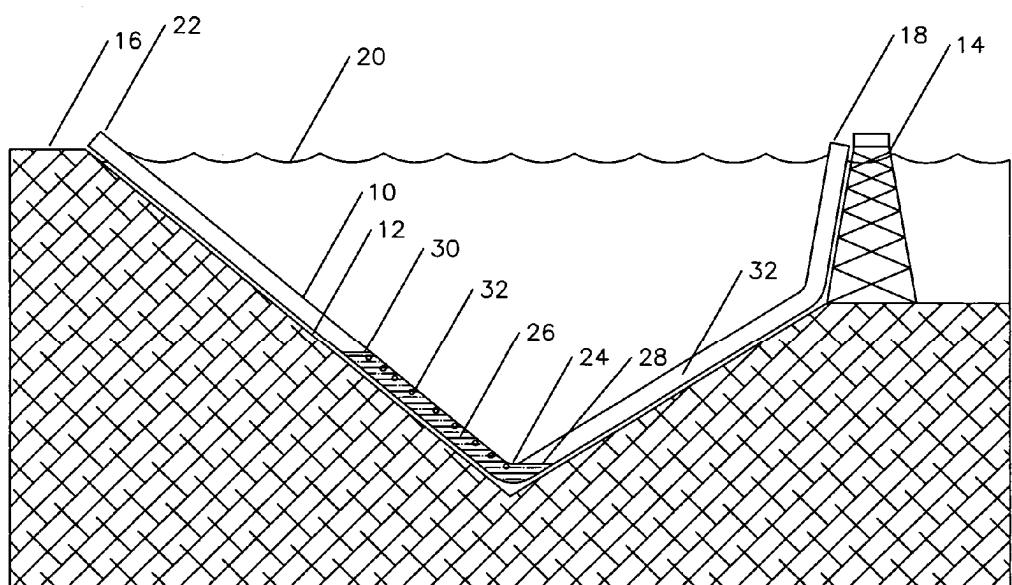


FIGURE 2

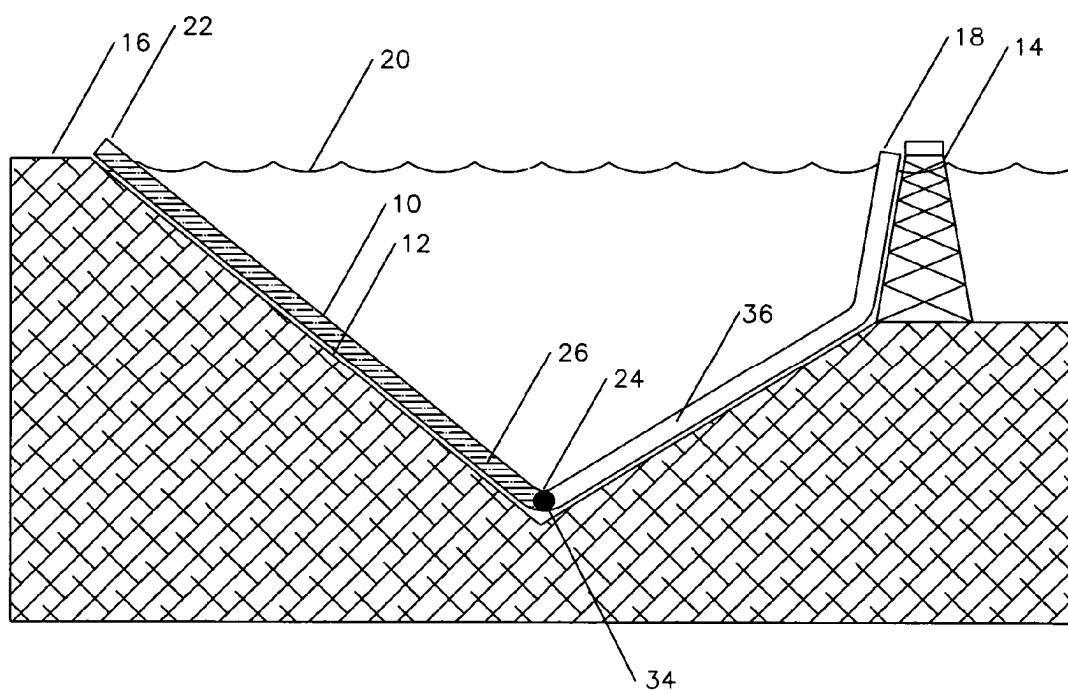


FIGURE 3

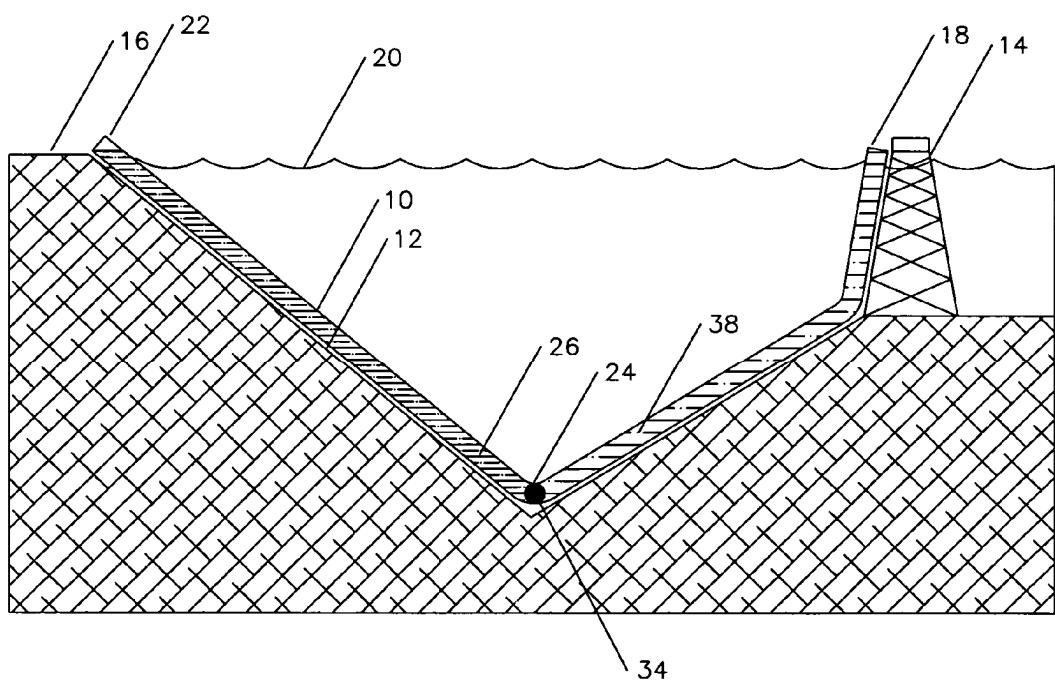


FIGURE 4

1

DUAL GRADIENT PIPELINE EVACUATION METHOD**TECHNICAL FIELD**

This invention relates to the general subject of removing unwanted water from the lower areas of a deepwater subsea pipeline using alternate liquids of lower density.

CROSS-REFERENCE TO RELATED APPLICATIONS

Not applicable

STATEMENT REGARDING FEDERALLY SPONSORED RESEARCH OR DEVELOPMENT

Not applicable

REFERENCE TO A "MICROFICHE APPENDIX"

Not applicable

BACKGROUND OF THE INVENTION

The field of this invention is that of removing unwanted water from deepwater pipelines. In some cases methane and other desirable gases will be produced from subsea wells and brought to the surface for initial processing. A prime function of this pre-processing is to remove the water from the gas.

After processing, the gasses will be returned to and along a seafloor pipeline for delivery to a remote location, also at sea level. As the high volume of gasses are passed into the pipeline, some portion of liquids will also reach the pipeline. These liquids, primarily water, will accumulate in the lowest points of the pipelines.

There are pipelines which have each end above sea level, and go through seafloor valleys as deep at 11,000 ft. deep. If a small amount of water accumulates in the pipeline, flowing gasses will simply percolate thru the water. The gas will push the water down on the near side and up on the far side until gas reaches the lowest point. At this time gas passes under the lowest point inside the pipeline and percolates up the far side. If there is enough water in the pipeline to raise the elevation of the water on the downstream side up 100 feet, it will take about 46.5 p.s.i. in gas pressure to do this (salt water is about 0.465 p.s.i./ft.). If you have gas supply pressure of 2,000 p.s.i., it will lift the gas on the downstream side by 4301 feet. If the pipeline depth is greater than 4301 feet, the pipeline is effectively completely blocked. Accumulated salt water in the 11,000 foot deep pipeline would be able to block a pressure of 5,115 p.s.i. ($0.465 \times 11,000$).

BRIEF SUMMARY OF THE INVENTION

The object of this invention is to provide a method of removing unwanted liquids from a subsea pipeline by displacing the unwanted fluids with a lower density fluid which can be more easily removed by pumping.

A second object of this invention is to provide a method of removing unwanted liquids from a subsea pipeline by displacing the unwanted fluids with a more desirable fluid which can be more easily removed by evaporation.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a section of a pipeline extending from an offshore platform through a subsea valley and back up to the shore, having water at the low point in the pipeline.

2

FIG. 2 is a section of the pipeline of FIG. 1 showing the water displaced towards the downstream side of the low point by gas pressure from the upstream side and gas percolating through the water.

5 FIG. 3 is a section of the pipeline of FIGS. 1 and 2 showing water being displaced using gas and a pig.

FIG. 4 is a section of the pipeline of FIG. 3 using a low density liquid as the driving means to remove the water from the pipeline.

DETAILED DESCRIPTION OF THE INVENTION

Referring now to FIG. 1, a pipeline 10 is shown on the seafloor 12 between offshore platform 14 and the shore 16. Upstream end 18 of pipeline 10 is approximately at sea level 20 as is the downstream end at 22. The lowest point or "valley" in the pipeline 24 can be as deep as 11,000 feet deep. Water 26 is shown in the pipeline and is presently shown with its upstream end 28 at approximately at the same level as downstream end 30.

Referring now to FIG. 2, the upstream gas pressure 32 has been increased to force the water at the upstream end 28 down to the level of the upper side of the low point of the pipeline at 24. The water at the downstream end 30 is pushed up enough that gas bubbles 32 are percolating through the water 26. The differing head pressure of the water is the gas pressure differential required to accomplish this. Again, this head pressure is generally calculated by the difference in height times 0.465 p.s.i. per foot. Additional flows of gas in the pipeline will not remove the water, but simply pass through the water until enough water accumulates such that it will no longer flow at all.

Referring now to FIG. 3, a pipeline pig 34 which seals against the bore of the pipeline has been pushed to the "valley" 24 by a working media 36. As discussed above it would take approximately 5,115 p.s.i. gas to accomplish this if air is the working media.

The compression of gas to these pressures at high volumes associated with large diameter and long subsea pipelines is time consuming and expensive. Finding very large compressors in remote areas operating at that range of pressure would be problematic. The internal volume of a 32 inch diameter pipe 200 miles long is about 4.5 million cu. ft. which would represent an average standard air volume of about 750 million cu. ft. As air has substantial oxygen in it, it has more than a chance of auto-igniting or "dieseling" and generating high and damaging pressures. Nitrogen can be used in place of air without the danger of explosions, but would be very high in cost and supply in remote areas is unlikely.

Referring now to FIG. 4, consider that instead of gas on the upstream side of the pig 34 a different liquid 38 is used. Liquefied propane/butane is a relatively incompressible liquid when subjected to a pressure of at least 28 psi for butane and 112 psi for propane at 68 degrees F. or lower, and is present as a "condensate" in most pipelines. When a liquid at that temperature, the density of butane is 58% that of sea water and that of propane is 50%.

If a 50/50 mixture of propane and butane were to be used as the media for pushing the dewatering pig, more than 50% of the head pressure necessary would be provided by the weight of the liquid mixture in the pipeline. An additional pressure of only 2,400 psi would be required. Further, to pump a liquid instead of a gas it is inherently a much more efficient operation. This means that instead of 5,115 p.s.i. of difficult gas compression, only 2400 p.s.i. of relatively easy liquid pumping would be required.

After the pipeline pig passes the valley and continues up the opposite side, the required pumping pressure would go from a maximum of 2400 p.s.i. to 0 p.s.i. when the mixture reached sea level at the outlet end. At that point as the pipeline if full of mixture, there are two methods of removing the mixture from the pipeline. As it is approximately $\frac{1}{2}$ as heavy as the water was, adequate gas pressure may be available to simply pump it out using a second pig. Secondly, if the downstream end of the pipeline is simply vented at low pressure, the propane/butane mixture will simply evaporate, although it may take a while.

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.

That which is claimed is:

1. The method of removing a first liquid from a subsea gas pipeline which has an intermediate portion which is lower than the ends of said subsea pipeline, comprising:
- 5 displacing said first liquid from said subsea pipeline by pumping a second liquid into said pipeline, and allowing at least a portion of said second liquid to evaporate to a gas.
2. The method of claim 1 further comprising said first liquid is water.
- 10 3. The method of claim 1 further comprising said second liquid is propane.
4. The method of claim 1 further comprising said second liquid is butane.
- 15 5. The method of claim 1 further comprising said second liquid is a propane/butane mixture.
6. The method of claim 1, further comprising separating said first liquid from said second liquid during said pumping operations with a pig which seals in the bore of said subsea gas pipeline.

* * * * *



US 20120014751A1

(19) **United States**

(12) **Patent Application Publication**

Baugh et al.

(10) **Pub. No.: US 2012/0014751 A1**

(43) **Pub. Date: Jan. 19, 2012**

(54) **METHOD OF PROVIDING AN OUTLET ON A
SUBSEA PIPELINE**

(52) **U.S. Cl. 405/169**

(76) Inventors: **Bemton Frederick Baugh,
Houston, TX (US); Marc
Moszkowski, Houston, TX (US)**

(57)

ABSTRACT

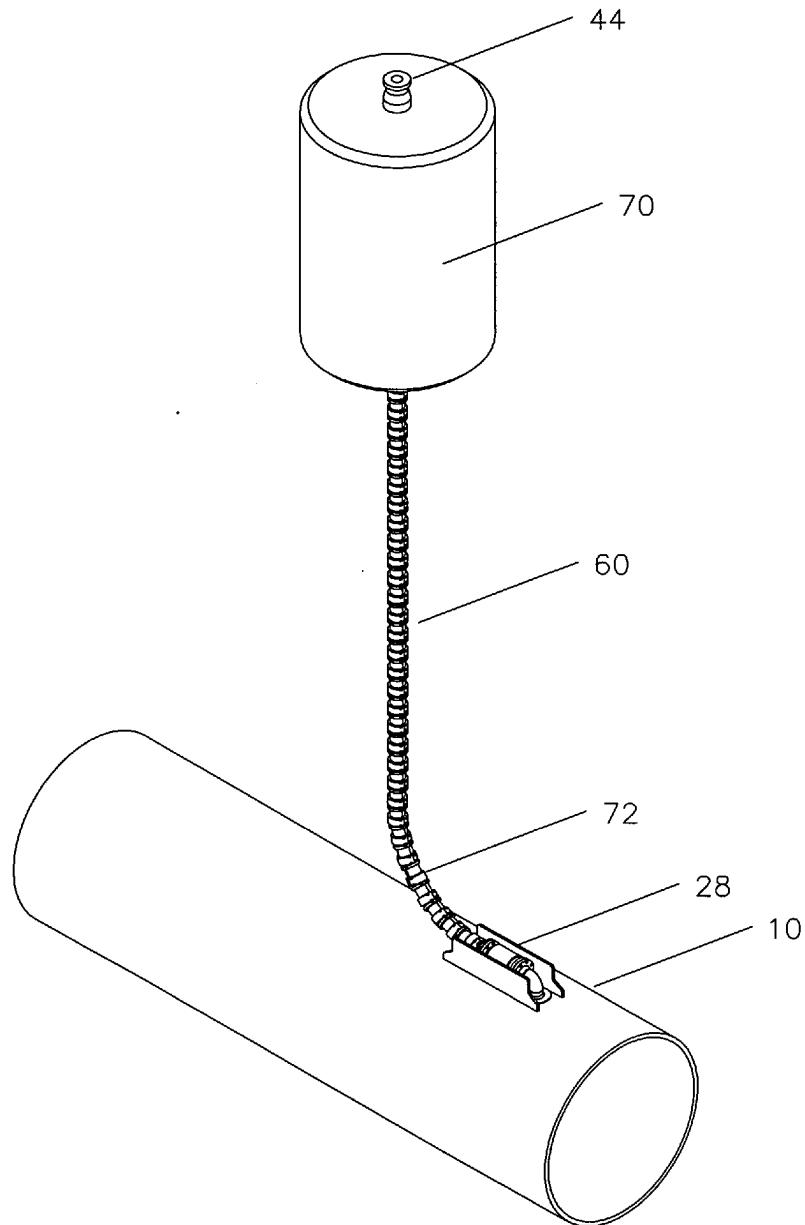
(21) Appl. No.: **12/804,260**

The method of providing an accessible outlet on a subsea pipeline which has an unknown rotational orientation comprising connecting a first end of a flexible hose to the subsea pipeline, providing a multiplicity of connected bend restrictor sections around the flexible hose to restrict the bending of the hose, and providing buoyancy to the end of the hose such that the second end of the hose will remain accessible for future operations.

(22) Filed: **Jul. 19, 2010**

Publication Classification

(51) **Int. Cl.
F16L 1/12** (2006.01)



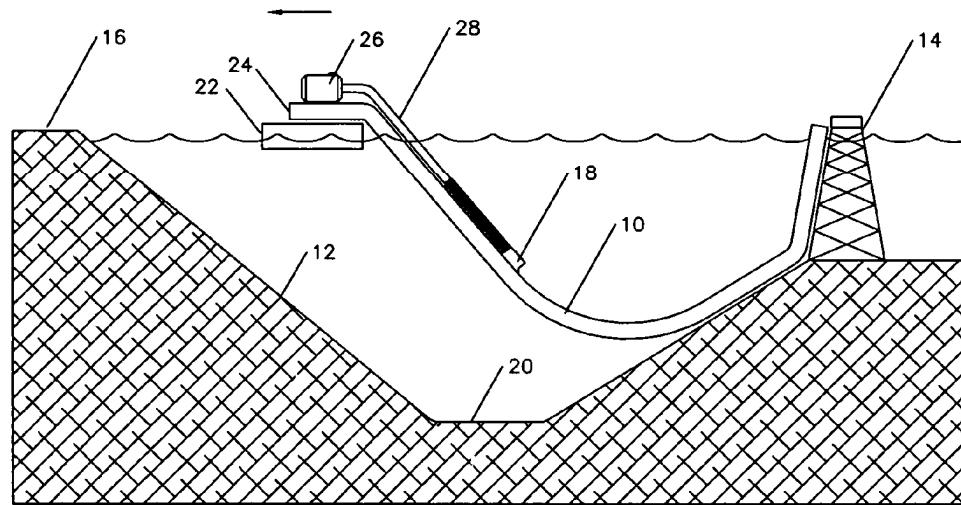


FIG. 1

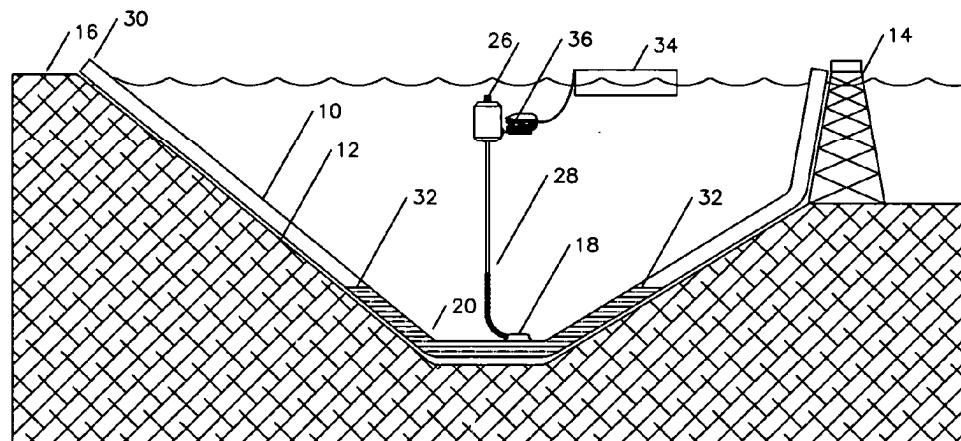


FIG. 2

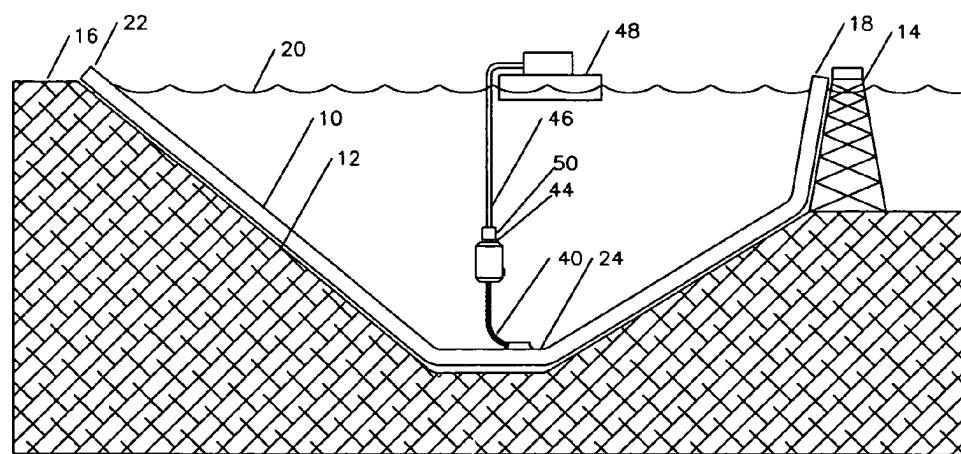


FIG. 3

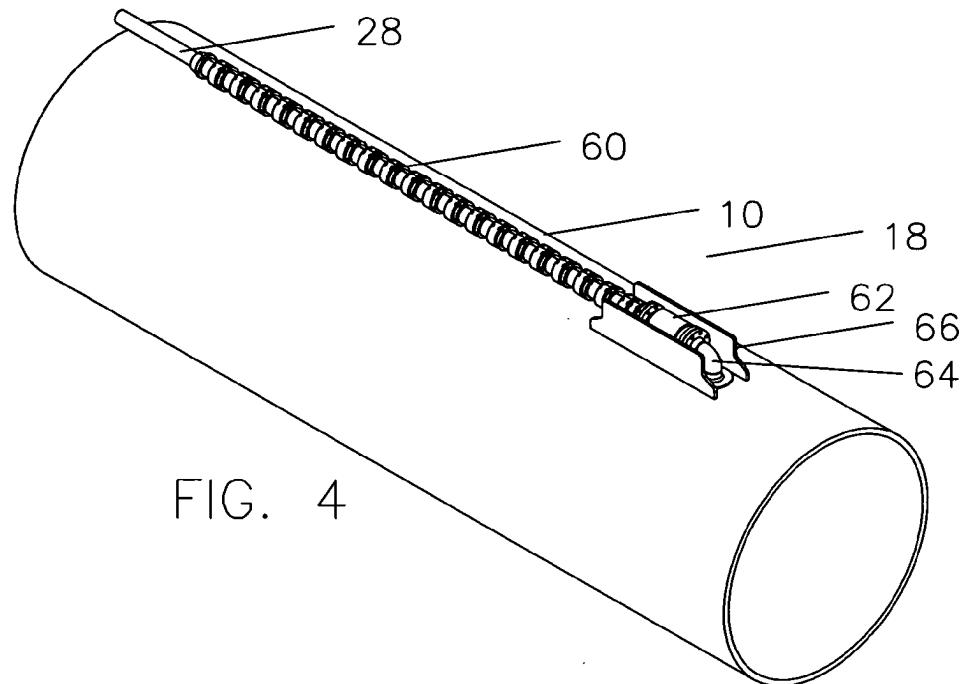


FIG. 4

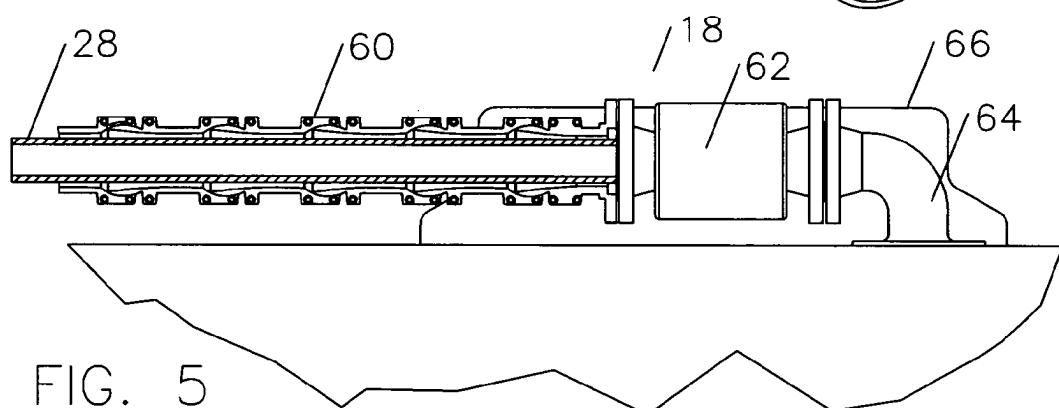


FIG. 5

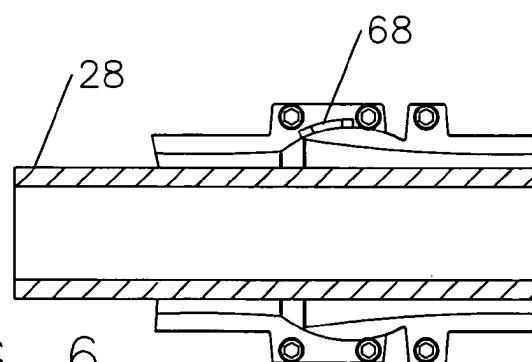


FIG. 6

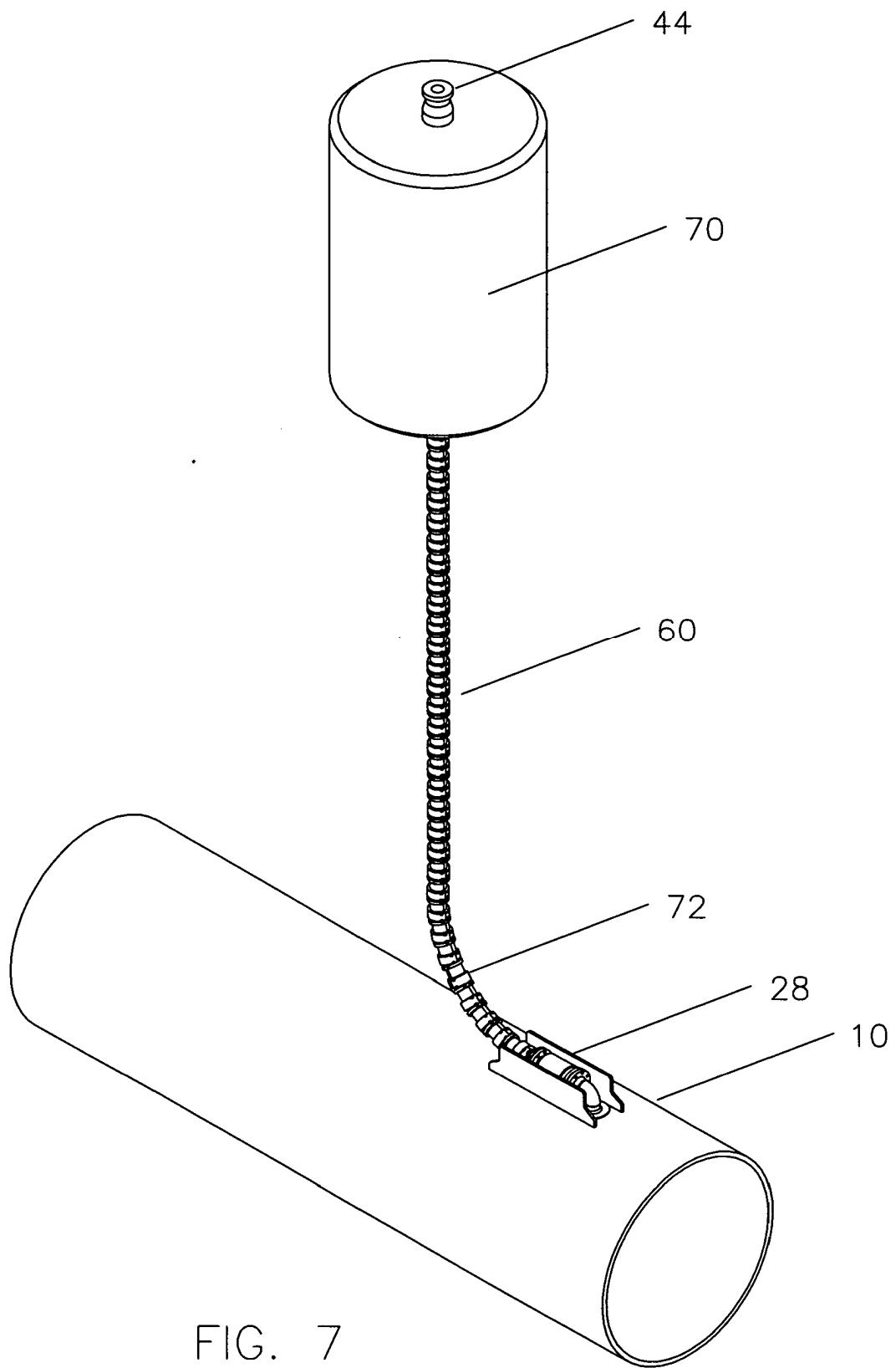
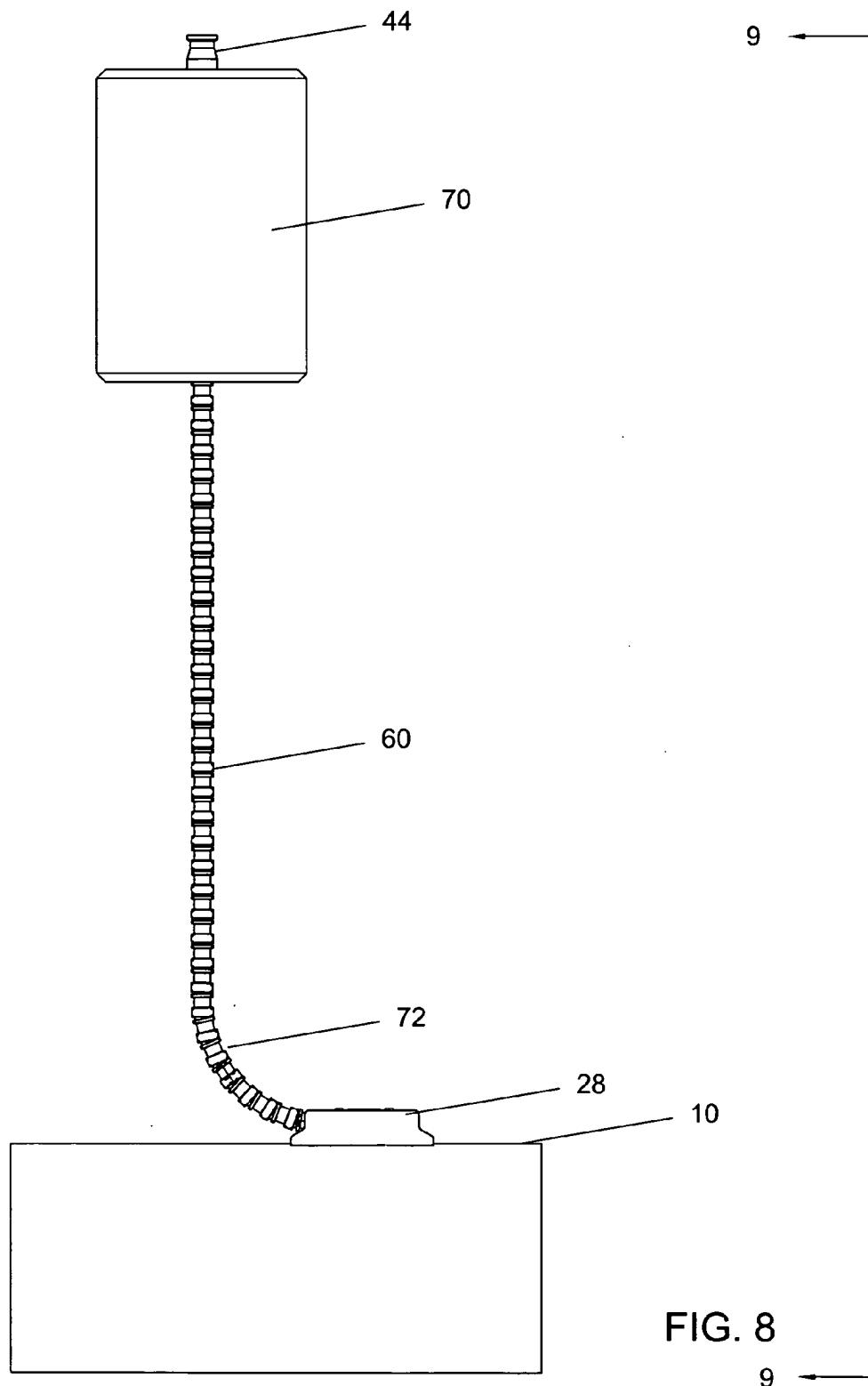


FIG. 7



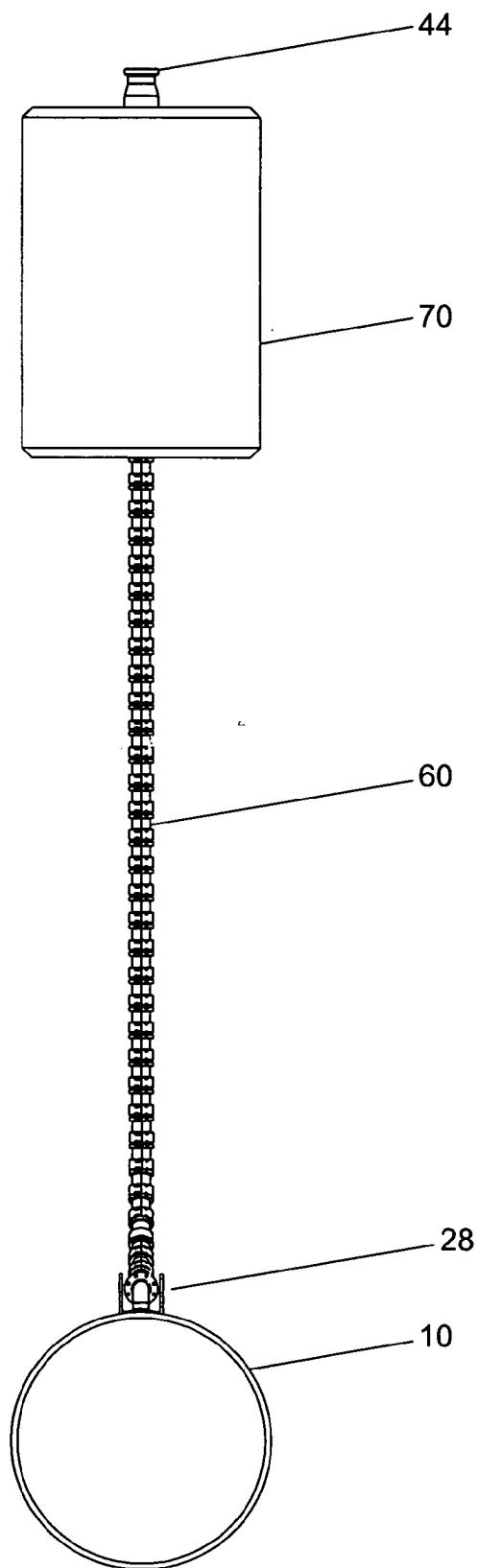


FIG. 9

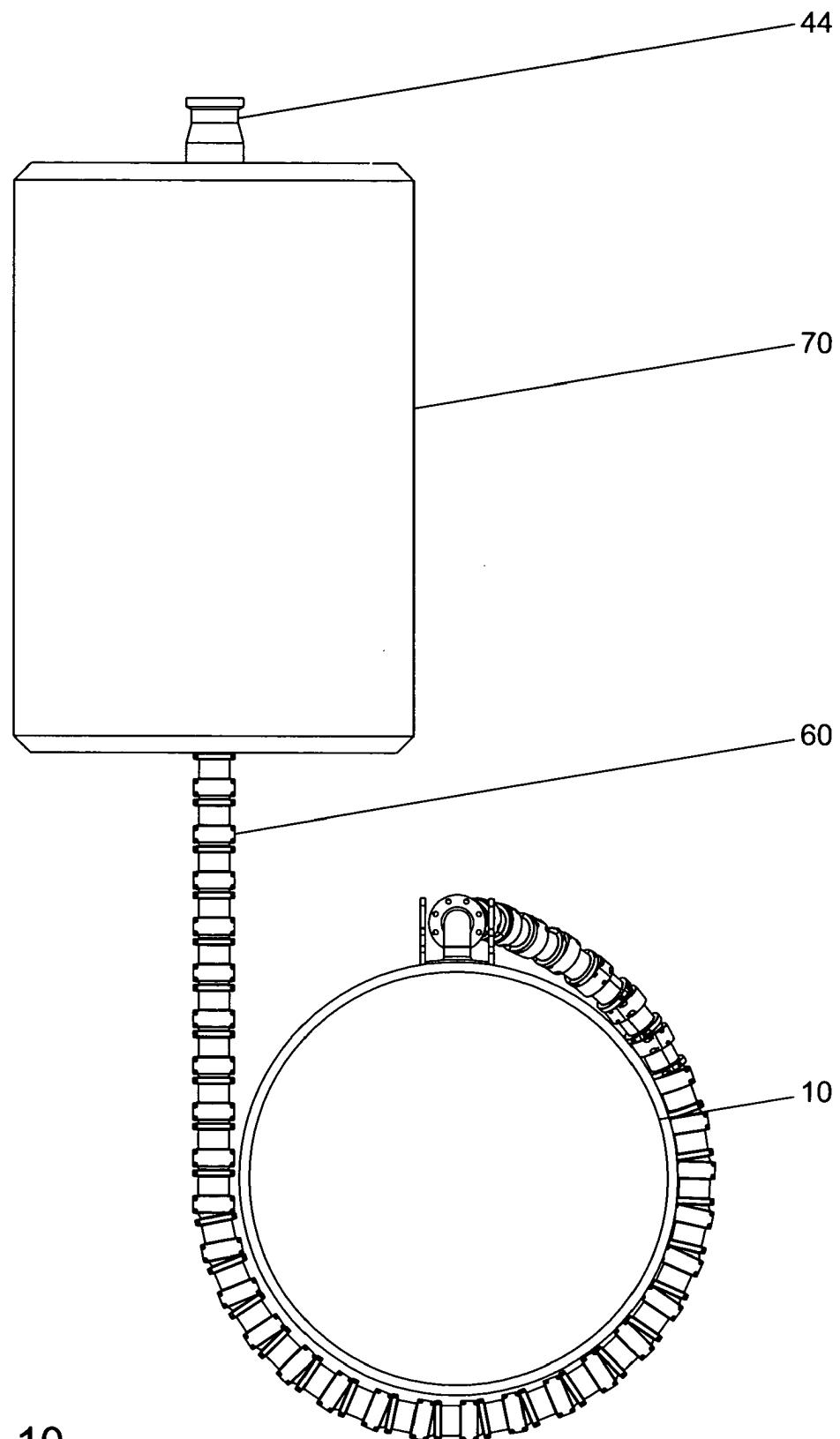


FIG. 10

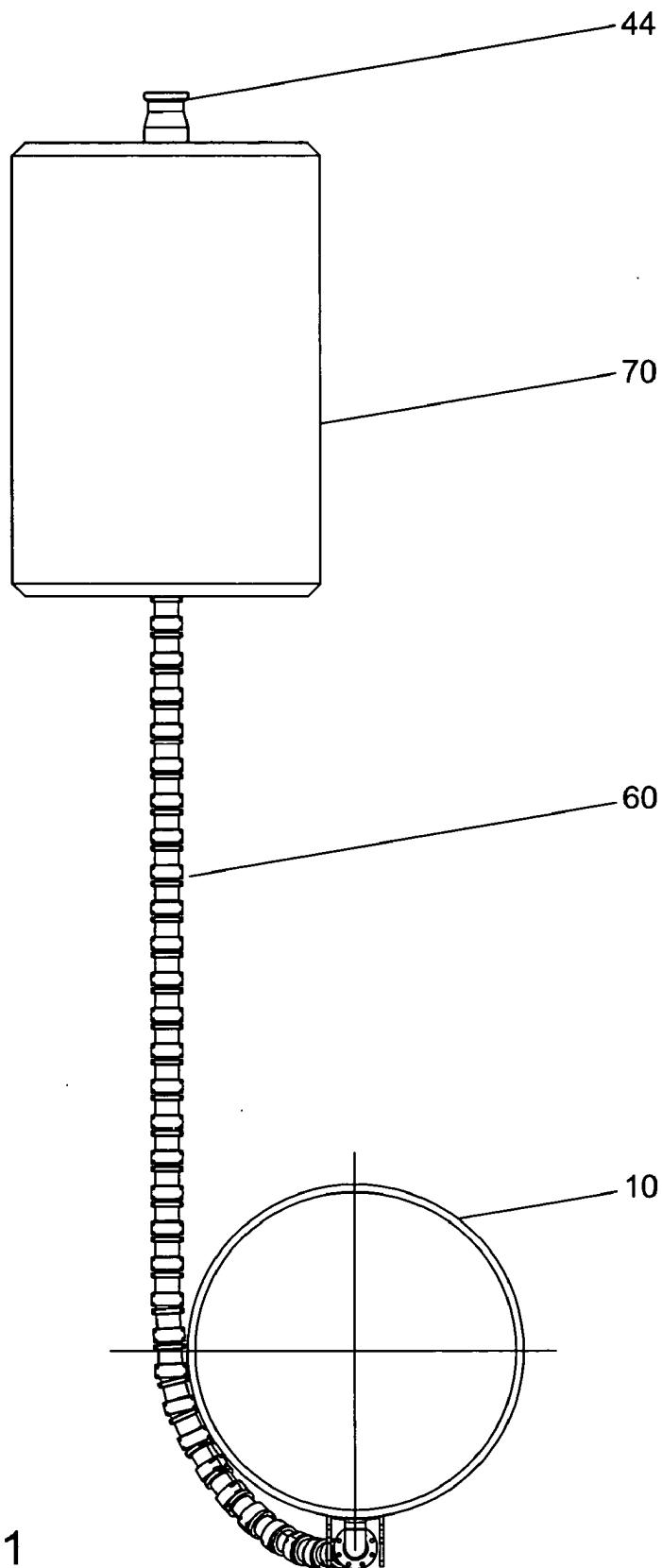


FIG. 11

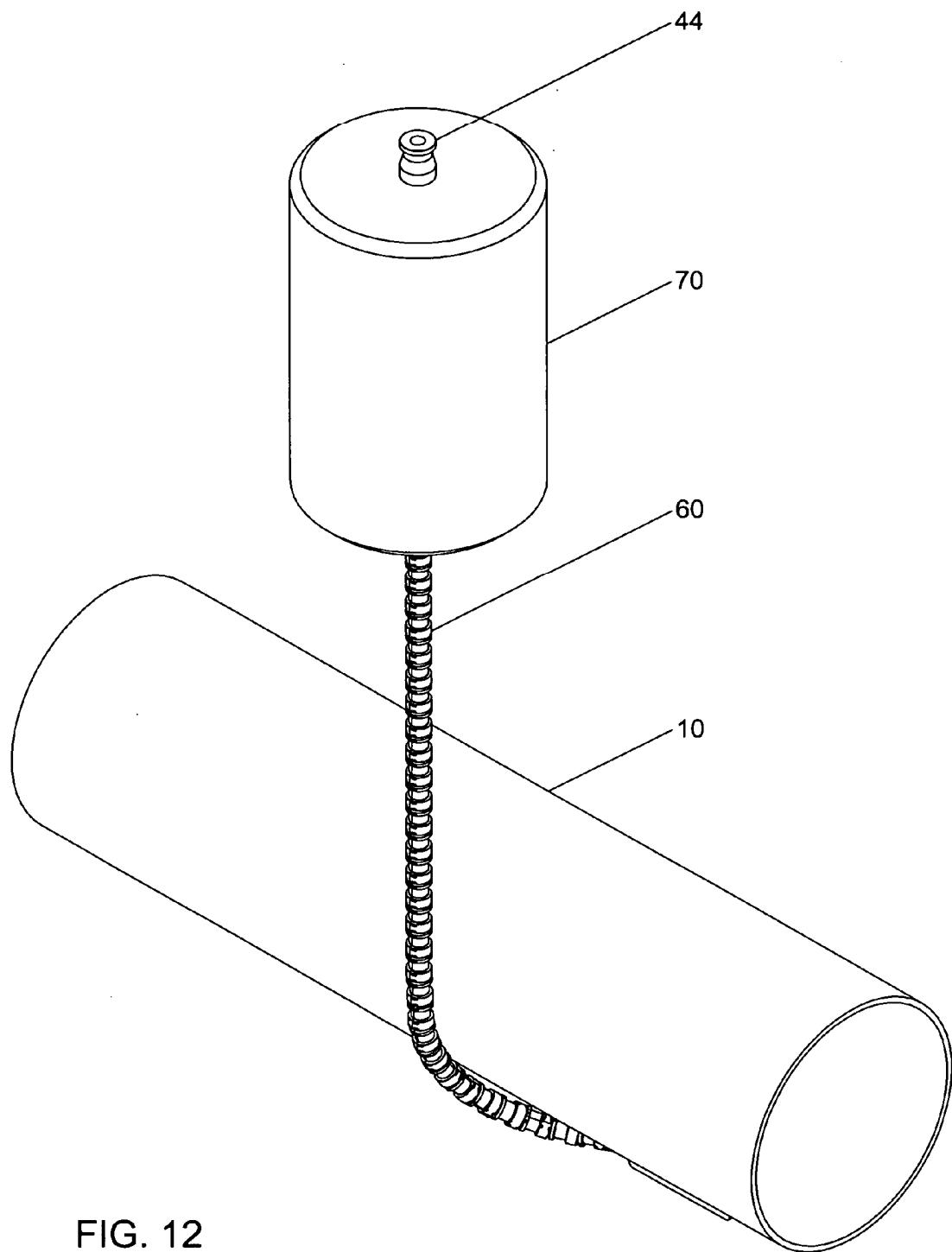


FIG. 12

METHOD OF PROVIDING AN OUTLET ON A SUBSEA PIPELINE

TECHNICAL FIELD

[0001] This invention relates to the general subject of providing outlets for fluid connection to subsea pipelines.

CROSS-REFERENCE TO RELATED APPLICATIONS

[0002] Not applicable.

STATEMENT REGARDING FEDERALLY SPONSORED RESEARCH OR DEVELOPMENT

[0003] Not applicable

REFERENCE TO A "MICROFICHE APPENDIX"

[0004] Not applicable

BACKGROUND OF THE INVENTION

[0005] The field of this invention is that of pipelines in deep water where the process of laying the pipeline involves substantial stresses in the pipeline which can leave the exact orientation of the pipeline unknown. In the worst case scenario, the outlets on the pipeline can be oriented straight down and be completely inaccessible. Any orientation other than straight to the side or straight up typically involve substantial complications to any future tie-ins.

[0006] Outlets are needed for a variety of reasons. The first is simply the immediate connection of another pipeline. The potential for future tie-ins also exists as when a pipeline is laid, the full extent of future tie-ins is not known. In some cases the original supply of gas planned for the pipeline can be depleted and other reservoir locations can be found to tie in to the pipeline, if appropriate connection points are available.

[0007] In relatively deep water, water can accumulate in gas pipelines, slowing and sometimes completely stopping the flow. Frequently the production of natural gas also produces some water. When this water accumulates at the low point in the pipeline, it blocks the flow of water until the gas pushes the water in the upstream side down to the lowest point, with all the water pushed up the downstream side. The historic solution for this is to install a "pig" in the pipeline which seals on the internal bore of the pipeline and pumping it through the pipeline. As the pig sweeps through the pipeline, it will push the water out the other end. If the gas pressure is not sufficient, it will simply not be able to push the water up the other side.

[0008] Another problem which exists is the tendency for gas pipelines to form hydrates when water is present. At the pressures and temperatures of deepwater subsea pipelines, hydrates can form and block pipelines for months. Hydrates are something similar to crushed ice which are a mixture of water and natural gas.

[0009] There has long been a need for a more flexible way to make connections to subsea pipelines and a way to remove water from the pipelines, to remove other liquids from the pipeline, or to inject flow into the pipeline. Due to the probability that a contemporary pipeline will have an unpredictable orientation when it is laid on the sea floor, connection

points are rarely added to pipelines or when they are they are provided with a large stabilizing skid to force them into a specific orientation.

BRIEF SUMMARY OF THE INVENTION

[0010] The object of this invention is to provide a method of allowing pipelines to land in an unknown orientation when laid on the seafloor and still providing an outlet with a desired orientation.

[0011] A second object of this invention is to provide an outlet in a subsea pipeline capable of removing unwanted liquids from the pipeline.

[0012] A third object of this invention is to provide a method to allow the flow of gas or liquids from another subsea pipeline.

[0013] Another object of the present invention is to provide a method of flowing gases and/or liquids into a subsea pipeline from another pipeline.

BRIEF DESCRIPTION OF THE DRAWINGS

[0014] FIG. 1 is a view of a pipeline being laid with the outlet of this invention.

[0015] FIG. 2. Is a view of the pipeline of FIG. 1 completely laid and being used to remove unwanted liquids from the pipeline.

[0016] FIG. 3 is a view of a pipeline outlet being connected for an auxiliary pipeline.

[0017] FIG. 4 is a perspective view of a portion of FIG. 1 showing the outlet exiting the pipeline as it is being laid from the vessel.

[0018] FIG. 5 is a partial section of the outlet showing the flexible hose and the surrounding bend restrictor.

[0019] FIG. 6 is a closer view of a bend restrictor section showing an anti-rotation key.

[0020] FIG. 7 is a perspective view of the outlet as would be seen if the subsea pipeline did not rotate during laying.

[0021] FIG. 8 is a side view of the view of FIG. 7.

[0022] FIG. 9 is an end view of FIG. 8 as seen along lines "9-9" of FIG. 8.

[0023] FIG. 10 is a view similar to FIG. 9, but with the subsea pipeline rotated 360 degrees.

[0024] FIG. 11 is a view similar to FIG. 10, but with the subsea pipeline rotated only 180 degrees.

[0025] FIG. 12 is a perspective view of FIG. 11.

DETAILED DESCRIPTION OF THE INVENTION

[0026] Referring now to FIG. 1, a subsea pipeline 10 is shown being laid on the seafloor 12 from an offshore structure 14 towards the shore 16. A pipeline outlet 18 is connected into subsea pipeline 10 in a position such that it will land in a low point or subsea valley 20 in the pipeline path along the seafloor 12.

[0027] The pipelay vessel 22 is shown with the pipeline end 24 and buoy 26 which is connected to hose 28 which in turn is connected to pipeline outlet 18. By attaching the hose 28 to the pipeline outlet 18 and in turn attaching the buoy 26 to the hose at the appropriate position, a single pipelay vessel 22 is able to both deploy the subsea pipeline 10 and the buoy 26.

[0028] Referring now to FIG. 2, the subsea pipeline 10 is fully laid on the ocean floor 12 with end 30 arriving at a shore facility (not shown). The pipeline outlet 18 is laid in the valley 20 with hose 28 going up to buoy 26 near the surface of the ocean. Water 32 is shown collected in the low portion of the

subsea pipeline **10** in the valley **20**. Sufficient accumulations of water in the valley of the pipeline will stop the flow of gas in the pipeline. The outlet **18**, hose **28** and buoy **26** are utilized to remove the unwanted water from the subsea pipeline **10** by a surface vessel **34**. In the embodiment shown a remotely operated vehicle (ROV) **36** is deployed from the surface vessel **34**, engages the buoy **26** and operates a pump to pump the water out of the pipeline and to the surface. One method for doing this is to have a first hose with seawater flowing down to a motor proximate the pipeline outlet **18** to drive a pump to pump the pipeline water back up to the surface.

[0029] Referring now to FIG. 3, the hose **40** is shorter than hose **28** of FIG. 2 and buoy **42** provides a connection mandrel **44** facing upwardly. Pipeline **46** is lowered from vessel **48** with a connector **50** on the lower end for sealingly engaging with connection mandrel **44**. At this time the pipeline **46** can be laid along the ocean floor to other facilities as required. A characteristic of subsea pipelines as they are laid from deep-water vessels is that they frequently twist slightly. When a steel pipeline such as **46** twists 180 degrees, the rigidity of the pipeline tends to prevent it from being twisted and will cause the flexible hose at the end to absorb all the twist. If the hose **40** is short, i.e. 50 feet long, and is twisted 180 degrees it will frequently give the hose spiral failure. As will be seen in FIG. 6, the hose can be reinforced against spiral failure without limiting its flexibility.

[0030] Referring now to FIG. 4, subsea pipeline **10** is shown with an outlet hose **28** protected at its lower end by a multiplicity of bend restrictor sections **60** and attached a control package **62**. Control package section **62** can comprise shut-off valves, check valves, and/or pumps as are required for the particular purpose of the pipeline outlet. The control package section is in turn connected to elbow **64** into the subsea pipeline **10**. On each side of the control package section, protective gussets **66** are shown. This is as it would be seen when being laid from the vessel before the buoy **26** is launched.

[0031] Referring now to FIG. 5, a closer partial view of the outlet **18** is seen showing the hose **28** inside the multiplicity of bend restrictor sections **60**.

[0032] Referring now to FIG. 6, a single half section of bend restrictor is shown with an orientation key **68** which allows the bend restrictor sections to sustain torque and protect the hose **28** from being damaged by torsion.

[0033] Referring now to FIG. 7, a perspective view of an outlet for attaching a pipeline is seen with the bend restrictor sections **60** going all the way up to the buoy **70** in order to protect the hose within from torque. As shown, the pipe did not rotate during the laying process, and the bend restrictors allow a simple 90 degree curve upwards toward the buoyancy.

[0034] Referring now to FIG. 8, a side view of FIG. 7 is seen.

[0035] Referring now to FIG. 9, an end view of the arrangement of view 7 is seen.

[0036] Referring now to FIG. 10, the view of FIG. 9 is shown with the subsea pipeline **10** rotated a full 360 degrees showing what happens when the pipe is rotated in the laying process. The pipe is rotated, but the connection **44** is still available for connection.

[0037] Referring now to FIG. 11, the view of FIG. 9 is shown with the subsea pipeline **10** rotated 180 degrees in the laying process.

[0038] Referring now to FIG. 12, a perspective view of FIG. 11 is shown.

[0039] 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.

That which is claimed is:

1. A method of providing an accessible outlet on a subsea pipeline on the seafloor at a location distal from the ends of said pipeline which has an unknown rotational orientation about the centerline of said pipeline comprising:

connecting a first end of a flexible hose to said subsea pipeline,

providing a multiplicity of connected bend restrictor sections around said flexible hose to restrict the bending of said hose, and

providing buoyancy to the second end of said hose such that said second end of said hose will remain accessible for future operations.

2. The method of claim 1, further comprising the centerline of said first end of said flexible hose is eccentric to and approximately parallel to the centerline of said subsea pipeline which has an unknown rotational orientation.

3. The method of claim 1, further comprising providing a pump to pump liquids from said subsea pipeline into said hose.

4. The method of claim 1, further comprising providing a check valve to prevent the flow of liquids from said flexible hose into said subsea pipeline.

5. The method of claim 1, further comprising providing a check valve to prevent the flow of liquids from said subsea pipeline into said flexible hose.

6. The method of claim 1, further comprising said multiplicity of bend restrictor sections are long enough to allow said subsea pipeline to rotate one full rotation and still allow said second end of said hose to remain vertical.

7. The method of claim 1, further comprising launching said flexible hose, multiplicity of bend restrictors, and said buoyancy from the same vessel said subsea pipeline is being laid from.

8. A method of providing an accessible outlet on a subsea pipeline eccentric to the centerline of said subsea pipeline on the seafloor at a location distal from the ends of said pipeline which has unknown rotational orientation about the centerline of said pipeline comprising:

connecting a first end of a flexible hose to said subsea pipeline,

providing a multiplicity of connected bend restrictor sections around said flexible hose to restrict the bending of said hose,

providing buoyancy to the second end of said hose such that said second end of said hose will remain accessible for future operations, and

providing said bend restrictor sections with torsional capacity and connecting said buoyancy to one of said bend restrictor sections to protect said hose from torsional stress.



US 20120012225A1

(19) **United States**

(12) **Patent Application Publication**

Moszkowski et al.

(10) **Pub. No.: US 2012/0012225 A1**

(43) **Pub. Date: Jan. 19, 2012**

(54) **METHOD OF FILLING CNG TANKS**

(76) Inventors: **Marc Moszkowski**, Houston, TX (US); **Benton Frederick Baugh**, Houston, TX (US)

(21) Appl. No.: **12/804,259**

(22) Filed: **Jul. 19, 2010**

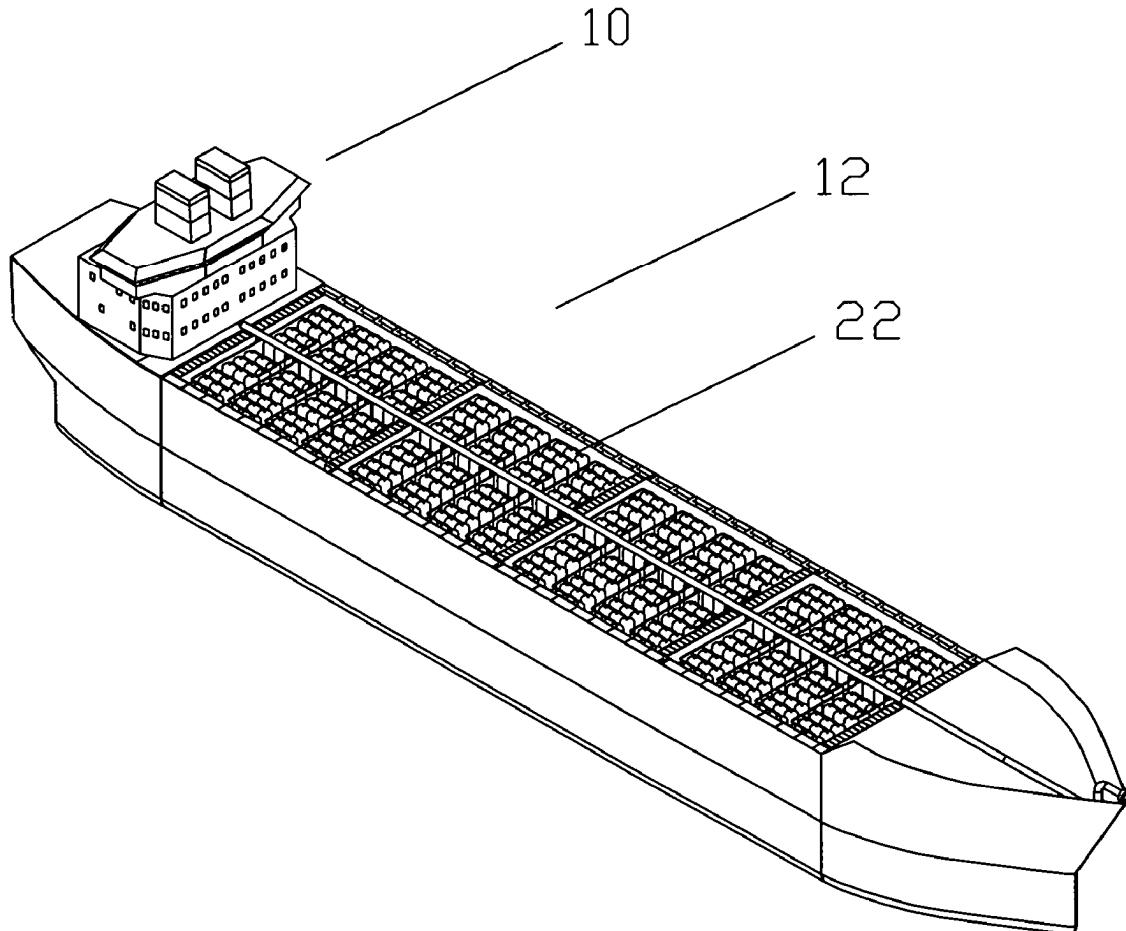
Publication Classification

(51) **Int. Cl.**
F17C 5/06 (2006.01)

(52) **U.S. Cl. 141/4; 137/14**

(57) **ABSTRACT**

The method of charging a tank with a gas product up to a desired pressure and temperature without increasing the gas in the tank to a pressure and temperature higher than a desired pressure and temperature, comprising pressurizing the incoming gas to be put into the tank to a pressure equal to or higher than the pressure of the resident gas already in the tank, cooling the incoming gas to a temperature lower than the resident gas, mixing the incoming gas with the resident gas up to the desired pressure such that the pressure and temperature of the combined gas will be increased without increasing the temperature and pressure of the resident gas to a pressure and temperature higher than the desired pressure or temperature.



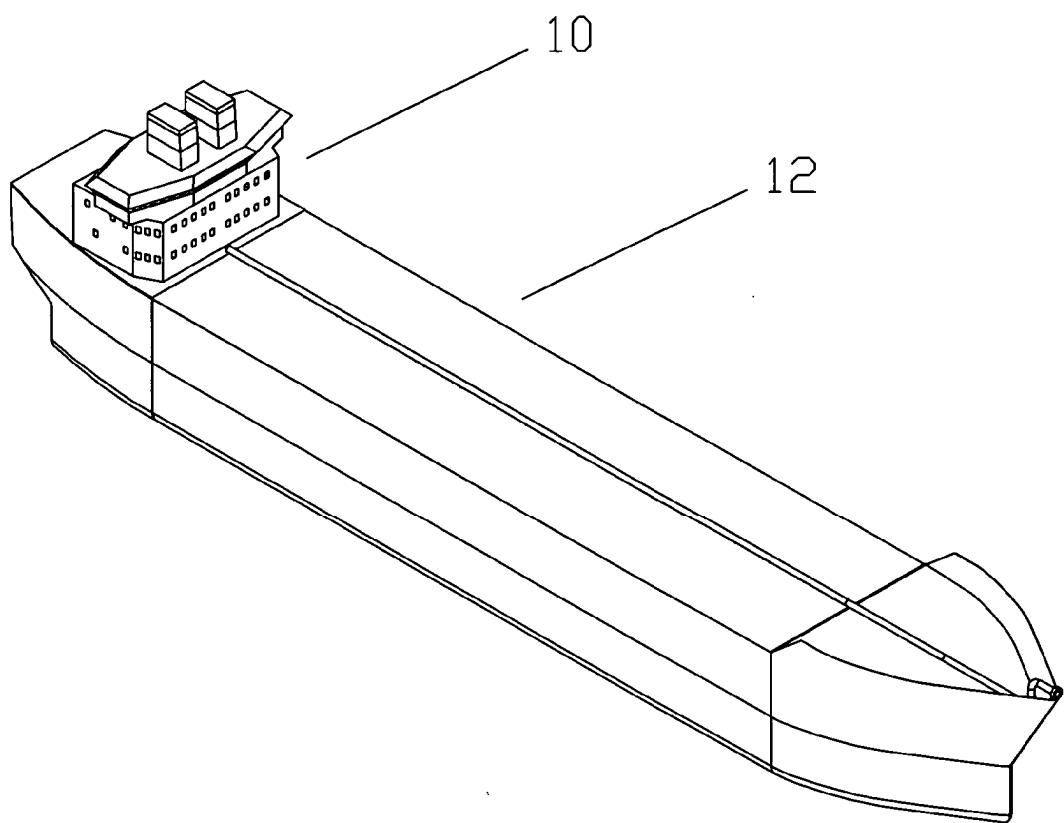


FIG. 1

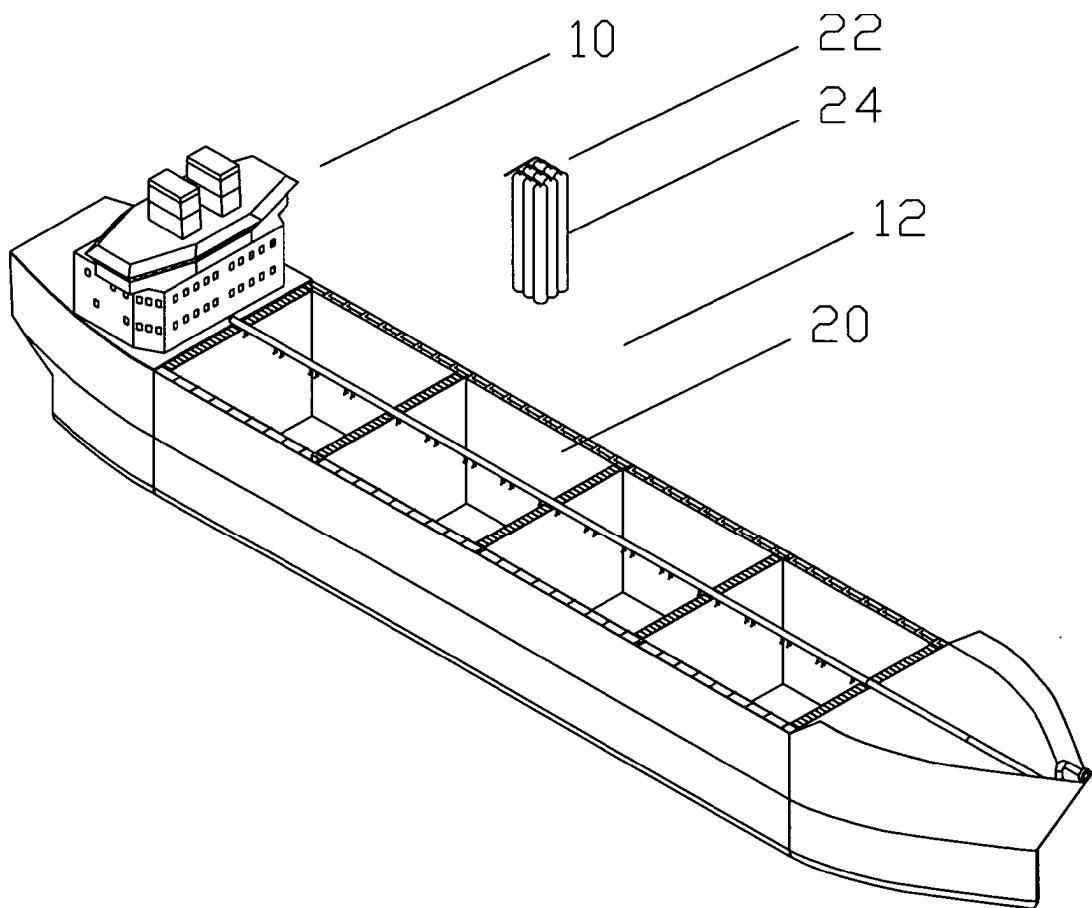


FIG. 2

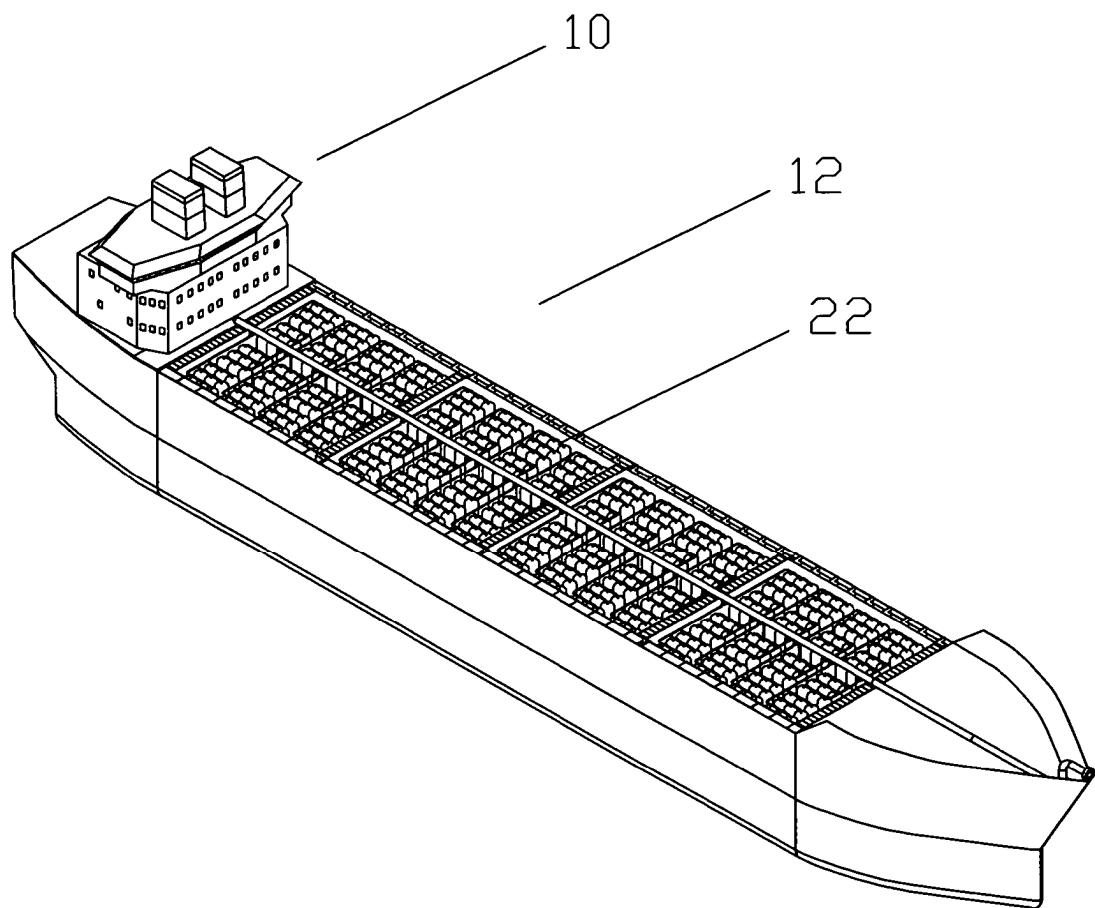


FIG. 3

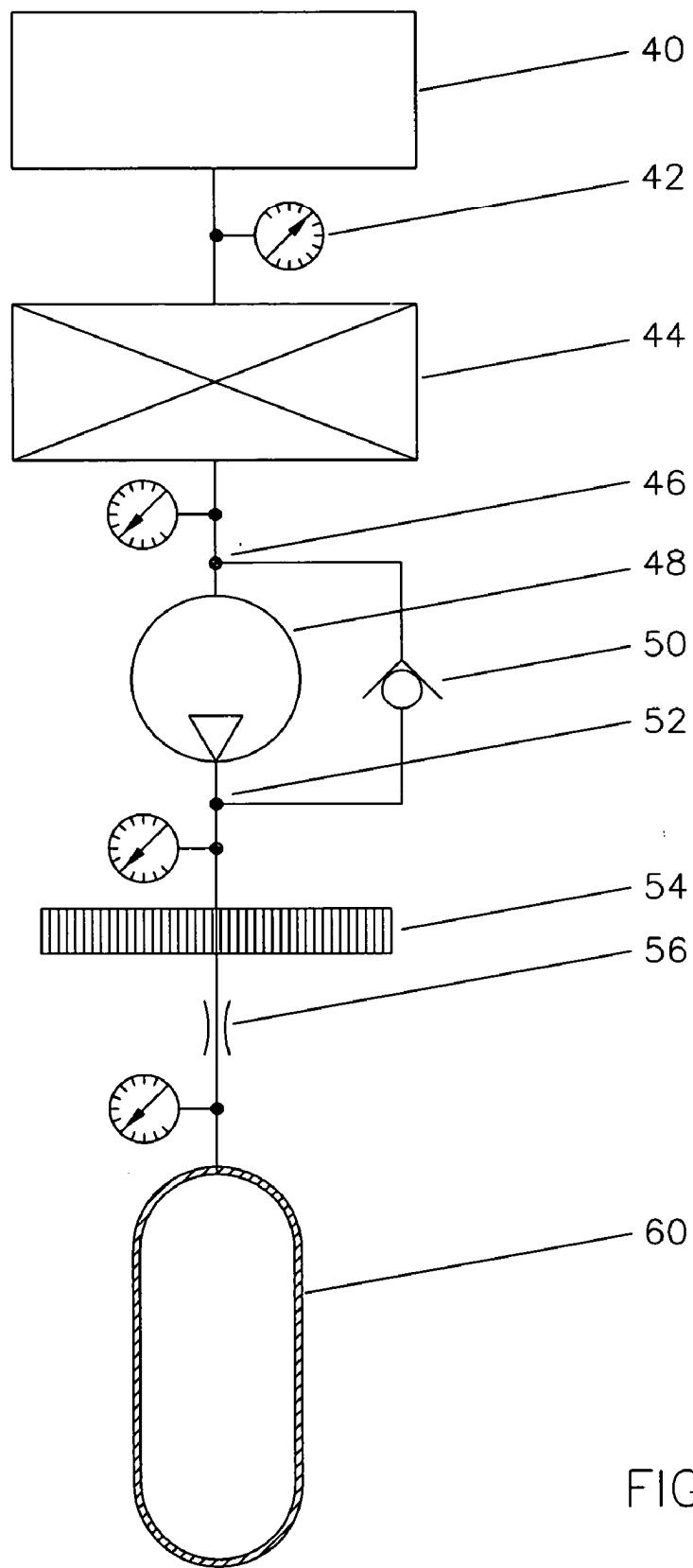


FIG. 4

METHOD OF FILLING CNG TANKS**TECHNICAL FIELD**

[0001] This invention relates to the general subject of filling compressed natural gas tanks with gas without over pressuring the tanks.

CROSS-REFERENCE TO RELATED APPLICATIONS

[0002] Not applicable.

STATEMENT REGARDING FEDERALLY SPONSORED RESEARCH OR DEVELOPMENT

[0003] Not applicable

REFERENCE TO A "MICROFICHE APPENDIX"

[0004] Not applicable

BACKGROUND OF THE INVENTION

[0005] The field of this invention is that of charging or increasing the pressure in tanks with a gas product with a relatively high pressure. If such a tank is desired to be charged to a specific pressure such as 2000 p.s.i., it is charged as a progressive process. During this process a portion of this gas is input at a lower pressure such as at 1000 p.s.i. and at a temperature such as 72 degrees F., the volume will be approximately reduced by approximately one half when the pressure is brought up to 2000 p.s.i. During the remainder of the process this gas which was at a temperature at 1000 p.s.i., increases to about 200 degrees when it reaches 2000 p.s.i. If the pressure is simply pumped up to 2000 p.s.i., when the temperature cools back to 72 degrees F. the pressure will drop considerably.

[0006] This means that if you want to transport a product at 2000 p.s.i., you will need to overpressure the tanks to a higher pressure such that it will cool back to a combination of 72 degrees F. and 2000 p.s.i. In realistic terms, this may well mean that the pressure must be pumped up to 2500 p.s.i. This means that the pressure vessel needs to be designed with a working pressure of 2500 p.s.i. rather than a working pressure of 2000 p.s.i., with an extra 25% material weight simply to hold the pressure. This extra weight represents a substantial metal and weight cost, as well as a net reduction in the volume of gas product which can be transported in a vessel of a given size.

BRIEF SUMMARY OF THE INVENTION

[0007] The object of this invention is to provide a method of charging a tank system to a working pressure without having to over design the tank system due to temperature variations in the gas.

[0008] A second object of the present invention is to provide a method of charging a gas tank in which the temperature of the charging gas is reduced by an amount to compensate for the compression heat gained in the gas which is already in the tank.

[0009] A third object of this invention is to provide
[0010] Another object of the present invention

BRIEF DESCRIPTION OF THE DRAWINGS

[0011] FIG. 1 is a view of a vessel having the filling method of this invention.

[0012] FIG. 2 is a view of the vessel of FIG. 1 with the top deck removed and showing a set of tanks about to be installed.

[0013] FIG. 3 is a view of the vessel of FIG. 2 with a full complement of storage bottles installed.

[0014] FIG. 4 is a schematic of method of the present invention.

DETAILED DESCRIPTION OF THE INVENTION

[0015] Referring now to FIG. 1, an offshore tanker 10 is shown which has a substantial central portion 12 which contains gas storage tanks.

[0016] Now referring to FIG. 2, the offshore tanker 10 is shown with the top cover from the central portion 12 removed and showing a number of storage chambers 20. A bank of storage bottles 22 is shown with one of the individual bottles identified as 24. Individual bottles can be of a variety of sizes, for example 4 feet in diameter by 34 feet long.

[0017] Referring now to FIG. 3, offshore tanker 10 is shown with more of the double wall covering from central portion 12 removed and a full set of bottles 22 installed. In this model 576 of the bottles 12 are shown. For each of the 576 bottles to be 25% lighter would comprise a substantial weight savings. If one presumes the same 576 bottles are in the same configuration, it would mean that they were the same outer diameter. This means that the 25% of metal removed yields a larger internal volume of the tank for higher gas transportation capacity. This means the tanks cost less, weigh less and so require less fuel to move, but have greater capacity of product.

[0018] Referring now to FIG. 4, a graphic of the pumping system of this invention is shown. At the top of the schematic, the supply of gas 40 is shown being produced at some pressure as is shown on the pressure gauge 42. The gas is piped to processing equipment at 44. The supply of gas 40 will be processed through processing equipment 44 to remove unwanted elements by processes such as filtering and low pressure evaporation.

[0019] At the exit of the processing equipment 44 a tee 46 is seen with one outlet going to a pump 48 and another bypassing the pump 48 through a check valve 50. Another tee 52 is placed downstream of the pump 48 and joins the flow through the check valve 50 and the flow through the pump 48. The purpose of this is to allow initial pressures coming out of the process equipment 44 to simply bypass the pump 48 and flow into the bottles 24.

[0020] Once the pressure in the bottle 24 exceeds the pressure coming out of the process equipment 44, the gas will no longer flow through the check valve 50. The pump will then pump the gas to a pressure higher than the pressure in the bottle 24, for example 25% higher. The compressed gas will become hot as a natural effect of being compressed. The hot compressed gas will be cooled through a cooler 54 to be approximately the temperature of the gas resident in the bottle 24. The compressed and cooled gas is then lowered in pressure by going through a choke 56, with the resulting temperature being lower than the gas 60 in the bottle 24.

[0021] At this point the cool gas flows into the tank and cools the resident gas 60 by mixing as it heats the resident gas

by compression. When the compression and precooling are properly set, the cooling by mixing and the heating by compression can be balanced. This says that if you want to ship gas at 2000 p.s.i. and 72 degrees F., you can build a tank rated for 2000 p.s.i. and 72 degrees F. to do the job. You do not have to overdesign it to handle 2500 p.s.i. and 200 degrees F.

[0022] In a particular application of interest, the gas comes with 20% carbon dioxide by volume. Daily gas delivery is 1,288 MT/day. The initial gas pressure is about 200 bar (2,800 psi) at temperature 140 C (284 F). Overall the gas will see its pressure drop before it enters the bottles. In the process CO₂ is separated as a liquid which later is used as a refrigerant by vaporizing it before release to the atmosphere.

[0023] Cooling through a water exchanger only (Process 1): the heat capacity of the gas is about 2.5 that of water. Considering that the sea temperature is 30 C (86 F) and should exit the heat exchanger at 40 C (104 F) and assuming the gas (or rather supercritical fluid) enters at 140 C (284 F) and exits at 40 C (104 F), the total water volume entering the exchanger would be 120 l per second. The flow decreases dramatically if process 3 as described following is used.

[0024] Cooling due to pressure drop (Process 2): according to initial calculations, the gas temperature drop due to pressure drop through the valve when entering the blocks will be 75 C (135 F) when starting the loading operation and will taper off to 10 C (50 F) upon loading completion. The exiting fluid temperature would be -35 C (-31 F) to +30 C (86 F) depending on loading completion. In both states CO₂ is a liquid at pressures exceeding 75 bar (1,050 psi).

[0025] The pressurized liquid CO₂ can be used in an evaporator to lower the temperature of the liquid or supercritical fluid further (Process 3). If there is condensation in the exchanger the heat of evaporation equals the heat of liquefaction. Also, the process can be used to decrease the temperature of the fluid without change of phase by 85 C (153 F) from 140 to 55 C (284 to 131 F). A combination of 1 and 3 can also be used.

[0026] In short, the combination of 20% of carbon dioxide and the pressures and temperatures encountered will make possible the separation of liquid CO₂ without a need to repressurize.

[0027] 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.

That which is claimed is:

1. The method of charging a tank with a gas product up to a desired pressure and temperature without increasing the gas in said tank to a pressure and temperature higher than said desired pressure and temperature, comprising:

 pressurizing the incoming gas to be put into said tank to a pressure higher than the pressure of the resident gas already in said tank,

allowing said incoming gas to expand to a lower pressure to cool said incoming gas to a temperature lower than said resident gas,

mixing said incoming gas with said resident gas up to said desired pressure such that the pressure and temperature of the combined gas will not be higher than said desired pressure or temperature.

2. The method of claim 1 further comprising cooling said incoming gas prior to allowing said incoming gas to expand.

3. The method of claim 1 further comprising cooling said incoming gas by expansion through an orifice.

4. The method of claim 1 further comprising said tank comprising a multiplicity of individual tanks which are interconnected by piping.

5. The method of claim 4 further comprising said multiplicity of tanks are on a ship for ocean transport.

6. The method of charging a tank with a gas product up to a desired pressure and temperature without increasing the gas in said tank to a pressure and temperature higher than said desired pressure and temperature, comprising:

 cooling the incoming gas to be put into said tank to a temperature lower than the temperature of the resident gas already in said tank,

mixing said incoming gas with said resident gas up to said desired pressure and temperature such that the pressure or temperature of the combined gas will not be higher than said desired pressure or temperature.

7. The method of claim 6 further comprising cooling said incoming gas by expansion through an orifice.

8. The method of claim 6 further comprising said tank comprising a multiplicity of individual tanks which are interconnected by piping.

9. The method of claim 8 further comprising said multiplicity of tanks are on a ship for ocean transport.

10. The method of charging a tank with a gas product up to a desired pressure/temperature combination without increasing the gas in said tank to a pressure/temperature combination higher than said desired pressure/temperature combination, comprising:

 pressurizing the incoming gas to be put into said tank to a pressure equal to or higher than the pressure of the resident gas already in said tank,

 cooling said incoming gas to a temperature lower than said resident gas,

 mixing said incoming gas with said resident gas up to said desired pressure/temperature combination such that the pressure/temperature combination of the combined gas will be increased without increasing the temperature/pressure combination of the resident gas to a pressure/temperature combination higher than said desired pressure/temperature combination.

11. The invention of claim 10, further comprising said incoming gas will be cooled by expansion to a lower pressure through an orifice.

12. The method of claim 10 further comprising said tank comprising a multiplicity of individual tanks which are interconnected by piping.

13. The method of claim 12 further comprising said multiplicity of tanks are on a ship for ocean transport.

* * * * *



US 20060130729A1

(19) **United States**

(12) **Patent Application Publication** (10) **Pub. No.: US 2006/0130729 A1**

Moszkowski et al.

(43) **Pub. Date:** **Jun. 22, 2006**

(54) **DYNAMIC POSITIONING CONNECTION**

Publication Classification

(76) Inventors: **Marc M. Moszkowski**, Houston, TX
(US); **Benton Frederick Baugh**,
Houston, TX (US)

(51) **Int. Cl.**
B63B 21/58 (2006.01)
B63B 35/44 (2006.01)
(52) **U.S. Cl.** **114/250**

Correspondence Address:

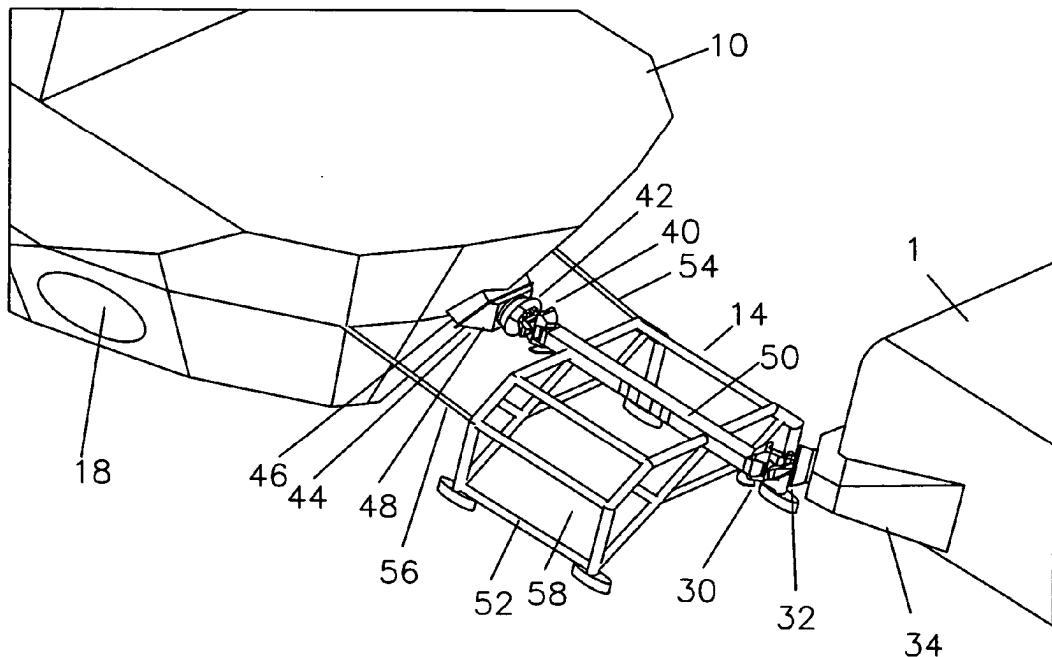
BENTON F. BAUGH
14626 OAK BLMO
HOUSTON, TX 77079 (US)

(21) Appl. No.: **11/015,722**

(57) **ABSTRACT**

(22) Filed: **Dec. 20, 2004**

A method of providing for the dynamic positioning of a vessel comprising providing a dynamically positioned service boat, linking the service boat to the vessel by a rigid link with a first connection between the link and the vessel, a second connection between the link and the service boat, the combination of connections having 3 degrees of rotational freedom, said supply boat having one degree of axial freedom relative to said vessel, and using the power of the service boat to dynamically position said vessel in a desired location.



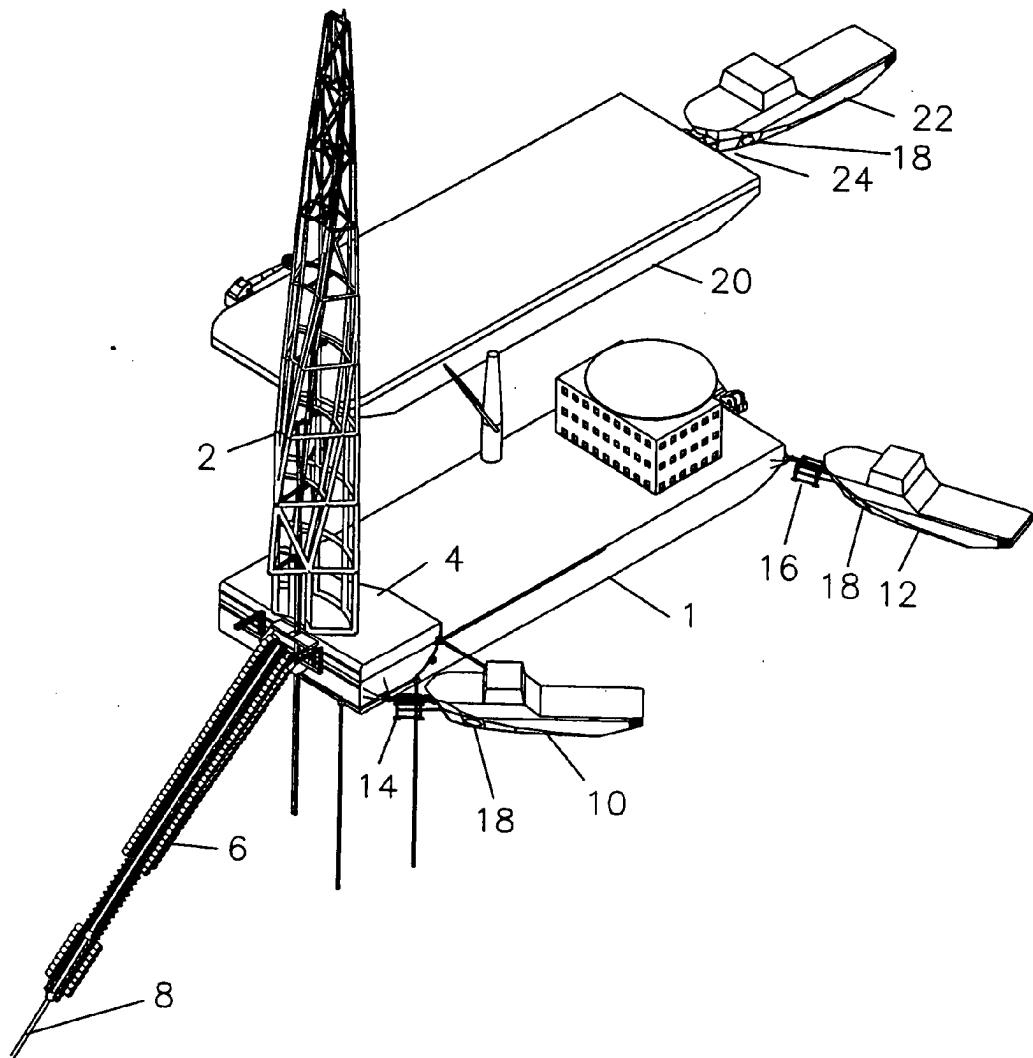


FIGURE 1

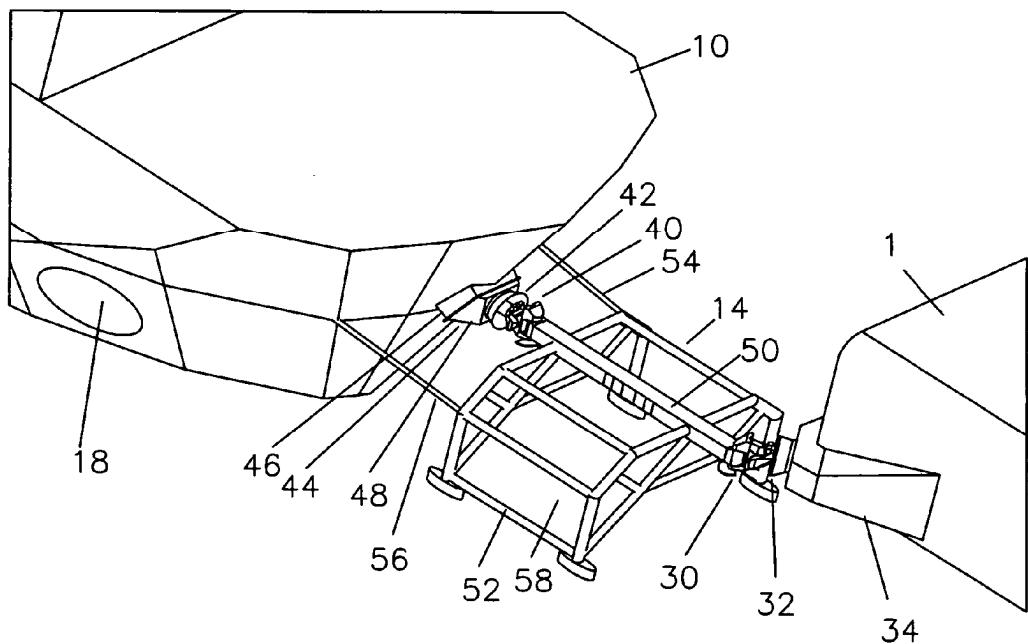


FIGURE 2

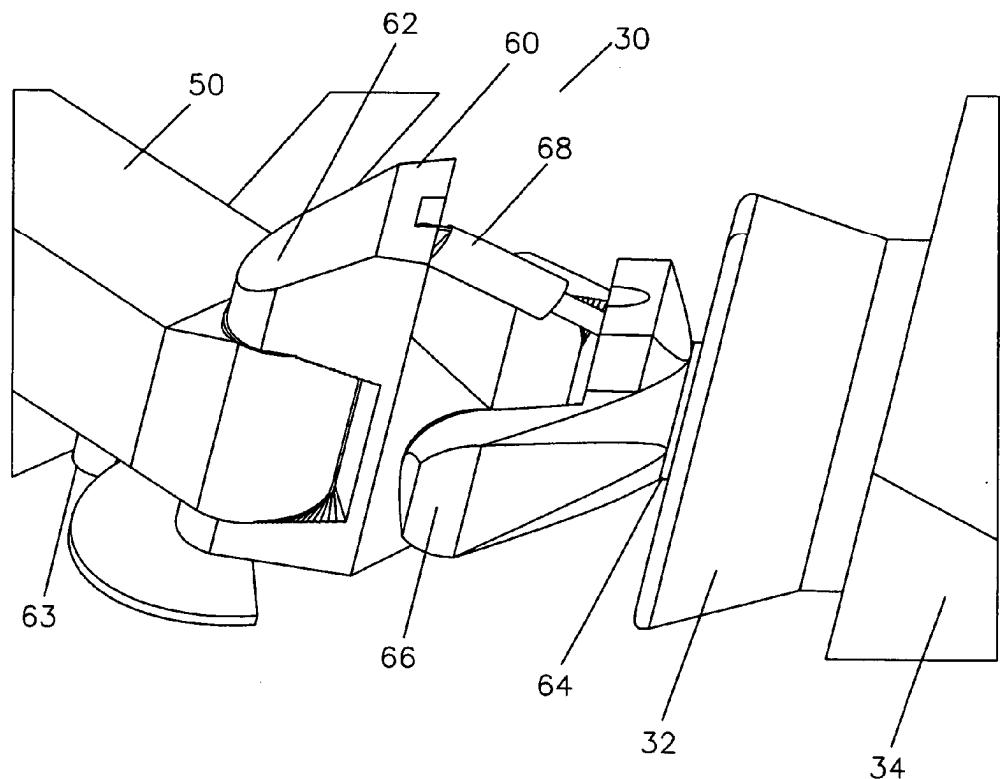


FIGURE 3

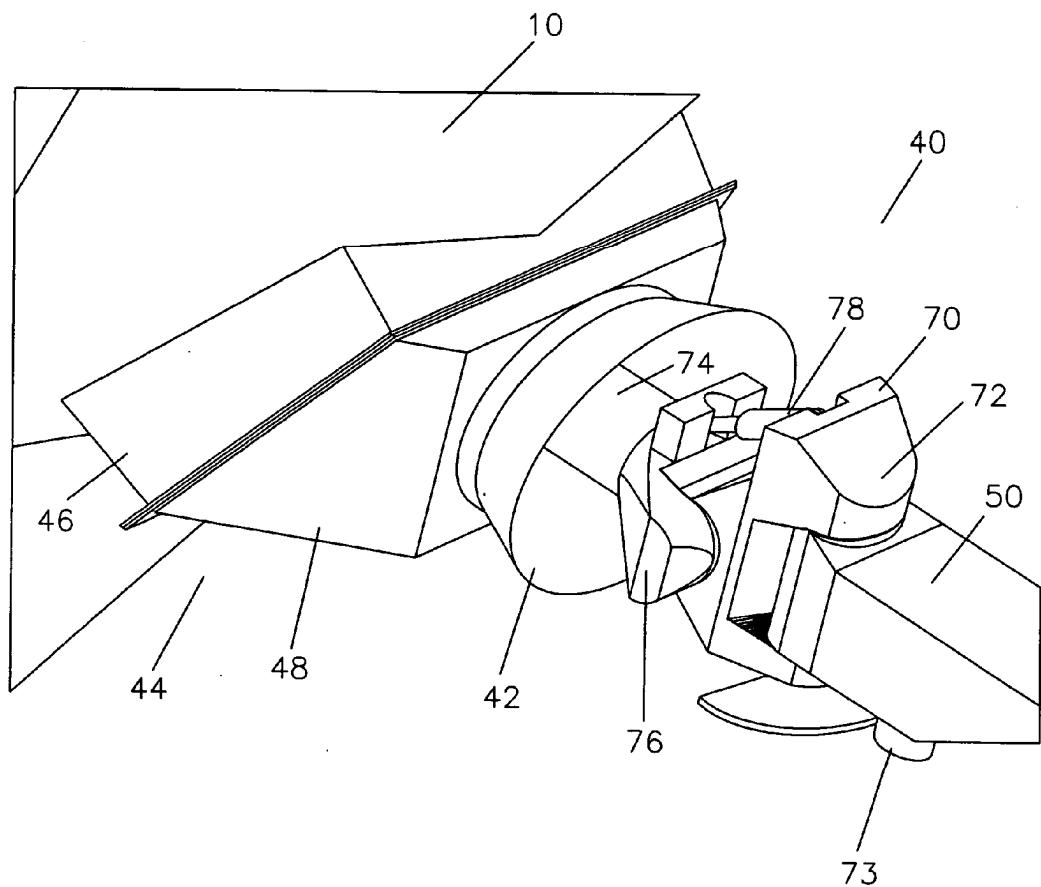


FIGURE 4

DYNAMIC POSITIONING CONNECTION

BACKGROUND OF THE INVENTION

[0001] In shallow waters, pipelay is primarily done by an "S-Lay" method, which means that the welding is done along the deck of a flat barge and then the pipe bends down to the ocean floor in a sort of "S" curve. The pipe bends down on a radiused stinger and then naturally curves back to horizontal as it reaches the ocean floor. In deeper water, the forces on the stinger and the size of the required stinger make it more favorable to weld the pipe together in a near vertical position and have a single bend at the ocean floor. This forms a "J" in the pipe and gives it the name of the "J-Lay" method.

[0002] Offshore deepwater pipeline laying systems are characteristically limited to high cost specialty vessels due to the combination of loads and positioning required to accomplish the pipelaying. J-Lay pipelay systems are characteristically complicated and require special connections to the vessel. This makes a costly specialty custom vessel an appropriate investment. As the custom vessel is an appropriate investment, investment in onboard dynamic positioning also becomes an appropriate investment.

[0003] Dynamic positioning is using the propellers to actively hold the vessel in position, in contrast to passively holding the vessel in position with anchors and anchor lines.

[0004] A pipelay system such as the Flex J-lay Tower described in U.S. Pat. No. 6,776,560 provides the unique ability to be simply mounted on a flat and economical barge. Such a barge or vessel would typically not have dynamic positioning available. The barge or vessel could then be positioned along the pipeline route by one or more service boats which can provide the dynamic positioning capability. The service boats would be connected to the barge or vessel by the connections of this invention.

[0005] Such service boats have previously been connected to vessels of this type by a rope, which provides only an axial tension. If the service boat wants to provide a force on the vessel in any direction other than straight along the rope, the service boat must move radially around the connection point on the vessel to another position. The service boat could then pull in that direction only.

[0006] An appropriate mechanical connection would have the ability for the service boat to push or pull the vessel. When the service boat has a horizontal bow thruster, it can provide a sideways force on the connection, and therefore on the vessel. By combinations of axial thrust and sideways bow thrusters, the service boat can impart a force on the vessel in any horizontal direction.

[0007] A complication to a mechanical connection between the vessel and the service boat is that the larger vessel and the smaller supply boat will characteristically have different periods of vertical motion. As one is going up, the other will be going down at some times during operations.

BRIEF SUMMARY OF THE INVENTION

[0008] The object of this invention is to provide a system for improved dynamically positioning a vessel by mechanically connecting one or more dynamically positioned service boats to the vessel.

[0009] A second object of the present invention is to provide 3 degrees of rotational freedom on the mechanical connection between the vessel and the one or more service boats.

[0010] A third object of the present invention is to provide one degree of axial freedom for normal operations.

[0011] Another object of the present invention is to provide a second degree of mechanical freedom when desired.

[0012] Another object of the present invention is to allow the service boat to exert a sideways force on the vessel.

[0013] Another object of this invention is to allow the service boat to exert a push or pull on the vessel in any direction

BRIEF DESCRIPTION OF SEVERAL VIEWS OF THE DRAWINGS

[0014] FIG. 1 is a view of a j-lay system on a barge and of a supporting pipe barge, each having service boats connected by connections of this invention for dynamic positioning.

[0015] FIG. 2 is a view of a portion of the pipelay barge and a service boat with the connection of this invention between.

[0016] FIG. 3 is an enlarged view of the joint between the central connection member and the pipelay barge.

[0017] FIG. 4 is an enlarged view of the joint between the central connection member and the service boat with dynamic positioning.

DETAILED DESCRIPTION OF THE INVENTION

[0018] FIG. 1 shows a pipelay vessel 1 with a j-lay tower 2 mounted on the deck 4. A pipe supporting mechanism 6 is shown with a portion of the pipeline 8 suspended in the ocean water. Service boats 10 and 12 are attached to the pipelay vessel 1 by links 14 and 16 respectively.

[0019] Side thrusters 18 are provided near the bow of the service boats 10 and 12 which enable the service boats to provide a lateral force on links 14 and 16. Various combinations of lateral and axial forces from the service boat to the vessel allow the service boat to impart forces in any direction to the vessel.

[0020] An additional barge 20 is shown in a position to re-supply the pipelay vessel 1 with pipe or other supplies. A third service boat 22 is shown attached by link 24.

[0021] Referring now to FIG. 2, link 14 is shown between vessel 1 and service boat 10. Pivoting joint 30 is shown engaging funnel 32 which is mounted to vessel 1 at 34. The mounting can be prepared and permanently affixed to the vessel 1, can be removable attached, or can be magnetically attached.

[0022] Pivoting joint 40 is shown engaging funnel 42 which is mounted to service boat 10 at 44. Portion 46 of the mounting can be prepared and permanently affixed to the vessel 10 and portion 48 can be bolted to portion 46.

[0023] Link 14 has a main axial member 50 and a structure 52. Cables or chains 54 and 56 connect between structure 52

and service boat **10** to restrict rotational movement in the plane of the surface of the ocean, restricting the two vessels to a single degree of axial freedom relative to each other. When an extra degree of axial freedom is desired, tension can be released on cables or chains **54** and **56**. Buoyancy material **58** is shown generally within the structure **52** to make the structure **52** positively buoyant.

[0024] Cables or chains can be installed on the opposite end of the link and attached directly to the vessel to restrict the degree of motion on the opposite end of the link.

[0025] Referring now to **FIG. 3**, pivoting joint **30** is shown in greater detail. Central member **60** is pivoted horizontally relative to main axial member **50** about a vertical pin generally located at **62** (not shown). Motor **63** can be powered to rotate central member **60** about the vertical pin located at **62**. Stab **64** is pivoted vertically relative to central member **60** about a horizontal pin generally located at **66** (not shown). Stab **64** lockingly engages funnel **32** to connect to vessel **1** and can rotate about the centerline of the stab. Cylinder **68** can be used to position the stab **64** when the stabbing connection is made. Vertical pin at **62**, horizontal pin at **66**, and stab **64** provide 3 degrees of angular freedom.

[0026] Referring now to **FIG. 4**, pivoting joint **40** is shown in greater detail. Central member **70** is pivoted horizontally relative to main axial member **50** about a vertical pin generally located at **72** (not shown). Motor **73** can be powered to rotate central member **70** about the vertical pin located at **72**. Stab **74** is pivoted vertically relative to central member **70** about a horizontal pin generally located at **76** (not shown). Stab **74** lockingly engages funnel **42** to connect to service boat **10** and can rotate about the centerline of the stab. Cylinder **78** can be used to position the stab **74** when the stabbing connection is made. Horizontal pin at **72** vertical pin at **76**, and stab **74** provide degrees of angular freedom.

[0027] 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.

1. A method of providing for the dynamic positioning of a vessel comprising

providing a dynamically positioned service boat,

providing a link,

providing a first connection between said link and said vessel,

providing a second connection between said link and said service boat,

providing three degrees of rotational freedom by the combination of said first connection and said second connection,

providing one degree of axial freedom between said service boat and said vessel by the combination of said first connection and said second connection, and using the power of said service boat to position said vessel in a desired location.

2. The method of claim 1, further comprising said combination of said first connection and said second connection providing a second degree of axial freedom.

3. The method of claim 1, further comprising providing flotation material for said link such that said link is positively buoyant.

4. The method of claim 1 further comprising providing sideways thrust on said service boat to provide a lateral force on said link and thereby a lateral force on said vessel.

5. The method of claim 4 further comprising the combination of said lateral forces and axial forces from said service boat onto said link allows said link to exert forces on said vessel in any horizontal direction.

6. The method of claim 1 further comprising said first connection being a stab engaging a funnel.

7. The method of claim 6 further providing a cylinder to position said stab prior to entering said funnel.

8. The method of claim 1 further comprising that said first connection being magnetically attached to said vessel.

9. The method of claim 1 further comprising said second connection having a portion permanently affixed to said service boat and a portion removable attached to said permanently affixed portion on said service boat.

10. The method of claim 9 further comprising said removable attached portion being a funnel.

11. A method of providing for the dynamic positioning of a vessel comprising

providing a dynamically positioned service boat,

providing a rigid link,

providing a first connection between said link and said vessel, said first connection

providing 3 degrees of rotational freedom and one degree of axial freedom,

providing a second connection between said link and said service boat, said second connection providing 3 degrees of rotational freedom and 2 degrees of axial freedom, and using the power of said service boat to position said vessel in a desired location.

12. A method of providing for the dynamic positioning of a vessel comprising

providing a dynamically positioned service boat,

providing a link capable of pushing or pulling,

providing a first connection between said link and said vessel, said first connection providing 3 degrees of rotational freedom,

providing a second connection between said link and said service boat, said second connection providing three degrees of rotational freedom,

providing one degree of axial freedom between said vessel and said service boat,

and using the power of said service boat to position said vessel in a desired location.

13. The method of claim 12, further comprising said second connection provides a third degree of angular freedom

14. The method of claim 12 further comprising providing a second degree of axial freedom between said vessel and said service boat.

15. The method of claim 12 further comprising providing sideways thrust on said service boat to provide a lateral force on said link and thereby a lateral force on said vessel.

16. The method of claim 15 further comprising the combination of said lateral forces and axial forces from said service boat onto said link allows said link to exert forces on said vessel in any horizontal direction.

17. The method of claim 12 further comprising said first connection being a stab engaging a funnel.

18. The method of claim 17 further providing a cylinder to position said stab prior to entering said funnel.

19. The method of claim 12 further comprising that said first connection being magnetically attached to said vessel.

20. The method of claim 12 further comprising said second connection having a portion permanently affixed to said service boat and a portion removeably attached to said permanently affixed portion on said service boat.

21. The method of claim 20 further comprising said removeably attached portion being a funnel.

22. The method of claim 12, further comprising providing flotation material for said link such that said link is positively buoyant.

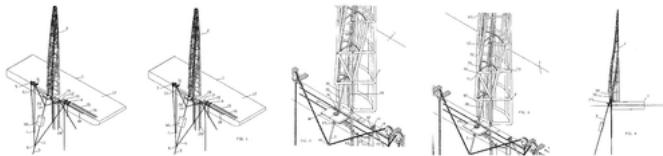
* * * * *

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](#)

EXHIBIT
P

US6776560B2

United States

[Download PDF](#)

[Find Prior Art](#)

[Similar](#)

Inventor: [Mark Moszkowski, Benton F. Baugh](#)

Current Assignee: [DEEPGULF Inc , MARC MOSZKOWSKI , REELPOWER LICENSING CORP](#)

Worldwide applications

2002 [US](#)

Application US10/167,891 events

- 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](#) ▾

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

External links: [USPTO](#), [USPTO Assignment](#), [Espacenet](#), [Global Dossier](#), [Discuss](#)

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

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 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, 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 keelhauled 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 keelhauled 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.

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

				and laying underwater pipeline
US4091629A	1977-04-11	1978-05-30	Gunn Charles R	Marine pipeline installation system
US4202653A	1976-04-30	1980-05-13	Western Gear Corporation	Pipe handling apparatus
US4324194A	1976-12-10	1982-04-13	Hydra-Rig, Inc.	Stabilized hoist rig for deep ocean mining vessel
US4340322A	1978-05-05	1982-07-20	Santa Fe International Corporation	Self propelled dynamically positioned reel pipe laying ship
US4347029A	1979-12-28	1982-08-31	Deepsea Ventures, Inc.	Pipe transfer system
US4472079A *	1982-05-19	1984-09-18	Shell Oil Company	Articulated pipe discharge ramp
US4486123A	1981-03-31	1984-12-04	Blohm & Voss Ag	Underwater pipe laying vessel
US4569168A	1982-09-20	1986-02-11	P J Repair Service, Inc.	Self-elevating substructure for a portable oil derrick
US4704050A	1983-10-05	1987-11-03	Bechtel Power Corporation	J-configured offshore oil production riser
US4917540A	1984-08-31	1990-04-17	Santa Fe International Corporation	Pipeline laying system and vessel with pipeline straightening and tensioning device
US5000416A	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
US5145289A	1986-06-19	1992-09-08	Shell Oil Company	Reduced J-tube riser pull force
US5421675A	1993-11-18	1995-06-06	Mcdermott International, Inc.	Apparatus for near vertical laying of pipeline
US5458441A	1991-04-23	1995-10-17	Shell Oil Company	Pipe section for installation into a subsea pipeline
US5464307A	1993-12-29	1995-11-07	Mcdermott International, Inc.	Apparatus for near vertical laying of pipeline
US5527134A	1991-09-25	1996-06-18	Stena Offshore Limited	Pipelaying vessel
US5603588A	1995-09-21	1997-02-18	Ried's Welding (1981) Inc.	Pipeline weight and method of installing the same
US5971666A	1994-03-16	1999-10-26	Coflexip Stena Offshore Limited	Pipe laying vessel
US6213686B1	1998-05-01	2001-04-10	Benton F. Baugh	Gimbal for J-Lay pipe laying system
US6273643B1	1998-05-01	2001-08-14	Oil States Industries	Apparatus for deploying an underwater pipe string
US6293732B1	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
US20050036841A1 *	2001-10-16	2005-02-17	Borgen Eystein	Apparatus and method for use in laying or recovering offshore pipelines or cables
US20060130729A1 *	2004-12-20	2006-06-22	Moszkowski Marc M	Dynamic positioning connection
US20100021237A1 *	2005-06-29	2010-01-28	Stewart Kenyon Willis	Pipe Laying Vessel and Methods of Operation Thereof
US20100092244A1 *	2007-02-05	2010-04-15	Stewart Willis	Method and apparatus for laying a marine pipeline
US20150191222A1 *	2014-01-07	2015-07-09	Reel Power Licensing Corp.	Method of Motion Compensation with Synthetic Rope
US10619763B2	2018-02-06	2020-04-14	Benton Frederick Baugh	Subsea pipeline connector method
Family To Family Citations				
US7004680B2 *	2004-01-08	2006-02-28	Halliburton Energy Services, Inc.	Temporary support assembly and method of supporting a flexible line

US7255515B2 *	2004-03-22	2007-08-14	Itrec B.V.	Marine pipelay system and method
KR20070085870A *	2004-11-08	2007-08-27	쉘 인터내셔널 리씨취 마트 사피지 비.브이.	Liquefied natural gas floating storage regasification unit
WO2006085739A1 *	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
DE602005014536D1 *	2005-02-25	2009-07-02	Itrec Bv	Offshore system for laying underwater pipes
EP2480810B1	2009-09-24	2017-03-15	Single Buoy Moorings Inc.	Vertical offshore flexible pipeline assembly
WO2015167328A1 *	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
AU685687B2	1998-01-22	Pipelaying vessel
US5639187A	1997-06-17	Marine steel catenary riser system
RU2140595C1	1999-10-27	Unit for vertical laying of pipe line in water basin (versions)
AU676431B2	1997-03-06	Pipe laying vessel and method
CN102066820B	2014-12-31	Pipe-laying vessel and method of laying a pipeline
CA1196232A	1985-11-05	Offshore process vessel and a method of operating same to receive oil and/or gas production from a subsea well
AU746912B2	2002-05-02	Device and method for installing conduits at very great depths
US5533834A	1996-07-09	Pipelay stinger
US7025533B1	2006-04-11	Concentrated buoyancy subsea pipeline apparatus and method
US5421675A	1995-06-06	Apparatus for near vertical laying of pipeline
CA2624941C	2014-06-10	Pipeline assembly comprising an anchoring device
CA2219175C	1999-11-02	Cam fluid transfer system
AU2006257635B2	2012-01-19	A connection arrangement
US7029206B2	2006-04-18	Reel type pipeline laying ship and method
AU624598B2	1992-06-18	Apparatus for transferring fluid between a structure on the subsea floor and the surface
CA1224716A	1987-07-28	J-configured offshore oil production riser
EP2615343B1	2014-11-19	Marine pipeline installation system and methods
US6213686B1	2001-04-10	Gimbal for J-Lay pipe laying system
EP0251488B1	1991-11-06	Flexible riser system and method for installing the same
US6554538B2	2003-04-29	Reel type pipeline laying ship and method
US6273643B1	2001-08-14	Apparatus for deploying an underwater pipe string
US9255651B2	2016-02-09	Marine pipeline installation system and method
AU778779B2	2004-12-23	Apparatus, system, and method for installing and retrieving pipe in a well
US7927040B2	2011-04-19	Method for storing, delivering and spooling preassembled pipelines
EP3137801B1	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
US10/167,891	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	<p>Owner name: DEEPGULF, INC., FLORIDA</p> <p>Free format text: ASSIGNMENT OF ASSIGNORS INTEREST;ASSIGNOR:莫斯科夫斯基, MARC;REEL/FRAME:020227/0828</p> <p>Effective date: 20071204</p> <p>Owner name: MARC MOSZKOWSKI, FLORIDA</p> <p>Free format text: ASSIGNMENT OF ASSIGNORS INTEREST;ASSIGNOR:BAUGH, BENTON F.;REEL/FRAME:020227/0824</p> <p>Effective date: 20050922</p>
2008-01-20	FPAY	Fee payment	Year of fee payment: 4
2012-04-02	REMI	Maintenance fee reminder mailed	
2012-06-08	SULP	Surcharge for late payment	Year of fee payment: 7
2012-06-08	FPAY	Fee payment	Year of fee payment: 8
2012-12-17	AS	Assignment	<p>Owner name: REELPOWER LICENSING CORP., OKLAHOMA</p> <p>Free format text: ASSIGNMENT OF ASSIGNORS INTEREST;ASSIGNOR:BAUGH, BENTON F.;REEL/FRAME:029483/0218</p> <p>Effective date: 20121217</p>
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	Free format text: 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	Effective date: 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
	H ₂ O			
■ Joints		claims	1	0.000

[Show all concepts from the description section](#)

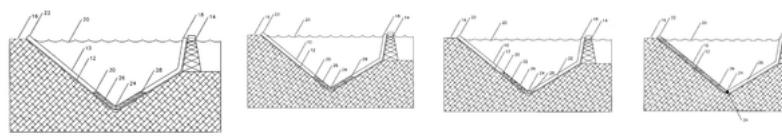
Data provided by IFI CLAIMS Patent Services

Dual gradient pipeline evacuation method

Abstract

The method of removing a first liquid from a subsea pipeline which has a central portion lower than each of the ends of the subsea pipeline by pumping a second lower density fluid into the pipeline and the either removing the second lower density fluid by either displacing it with gas or evaporating the second lower density fluid to a gas.

Images (5)



Classifications

E21B43/36 Underwater separating arrangements

[View 1 more classifications](#)

Landscapes

Life Sciences & Earth Sciences

Engineering & Computer Science

Show more

Claims (6)

[Hide Dependent](#) ^

That which is claimed is:

1. The method of removing a first liquid from a subsea gas pipeline which has an intermediate portion which is lower than the ends of said subsea pipeline, comprising:
 - displacing said first liquid from said subsea pipeline by pumping a second liquid into said pipeline, and
 - allowing at least a portion of said second liquid to evaporate to a gas.
2. The method of claim 1 further comprising said first liquid is water.
3. The method of claim 1 further comprising said second liquid is propane.
4. The method of claim 1 further comprising said second liquid is butane.
5. The method of claim 1 further comprising said second liquid is a propane/butane mixture.
6. The method of claim 1, further comprising separating said first liquid from said second liquid during said pumping operations with a pig which seals in the bore of said subsea gas pipeline.

Description

TECHNICAL FIELD

This invention relates to the general subject of removing unwanted water from the lower areas of a deepwater subsea pipeline using alternate liquids of lower density.

CROSS-REFERENCE TO RELATED APPLICATIONS

Not applicable

STATEMENT REGARDING FEDERALLY SPONSORED RESEARCH OR DEVELOPMENT

Not applicable

US8146667B2

United States

[Download PDF](#)

[Find Prior Art](#)

[Similar](#)

Inventor: Marc Moszkowski, Benton Frederick Baugh

Current Assignee: Individual

Worldwide applications

2010 [US](#)

Application US12/804,258 events ⓘ

2010-07-19 Application filed by Individual

2010-07-19 Priority to US12/804,258

2012-01-19 Publication of US20120012328A1

2012-04-03 Application granted

2012-04-03 Publication of US8146667B2

Status Expired - Fee Related

2030-07-19 Anticipated expiration

Info: Patent citations (49), Legal events, Similar documents, Priority and Related Applications

External links: USPTO, USPTO PatentCenter, USPTO Assignment, Espacenet, Global Dossier, Discuss

REFERENCE TO A "MICROFICHE APPENDIX"

Not applicable

BACKGROUND OF THE INVENTION

The field of this invention is that of removing unwanted water from deepwater pipelines. In some cases methane and other desirable gases will be produced from subsea wells and brought to the surface for initial processing. A prime function of this pre-processing is to remove the water from the gas.

After processing, the gasses will be returned to and along a seafloor pipeline for delivery to a remote location, also at sea level. As the high volume of gasses are passed into the pipeline, some portion of liquids will also reach the pipeline. These liquids, primarily water, will accumulate in the lowest points of the pipelines.

There are pipelines which have each end above sea level, and go through seafloor valleys as deep at 11,000 ft. deep. If a small amount of water accumulates in the pipeline, flowing gasses will simply percolate thru the water. The gas will push the water down on the near side and up on the far side until gas reaches the lowest point. At this time gas passes under the lowest point inside the pipeline and percolates up the far side. If there is enough water in the pipeline to raise the elevation of the water on the downstream side up 100 feet, it will take about 46.5 p.s.i. in gas pressure to do this (salt water is about 0.465 p.s.i./ft.). If you have gas supply pressure of 2,000 p.s.i., it will lift the gas on the downstream side by 4301 feet. If the pipeline depth is greater than 4301 feet, the pipeline is effectively completely blocked. Accumulated salt water in the 11,000 foot deep pipeline would be able to block a pressure of 5,115 p.s.i. (0.465*11,000).

BRIEF SUMMARY OF THE INVENTION

The object of this invention is to provide a method of removing unwanted liquids from a subsea pipeline by displacing the unwanted fluids with a lower density fluid which can be more easily removed by pumping.

A second object of this invention is to provide a method of removing unwanted liquids from a subsea pipeline by displacing the unwanted fluids with a more desirable fluid which can be more easily removed by evaporation.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a section of a pipeline extending from an offshore platform through a subsea valley and back up to the shore, having water at the low point in the pipeline.

FIG. 2 is a section of the pipeline of FIG. 1 showing the water displaced towards the downstream side of the low point by gas pressure from the upstream side and gas percolating through the water.

FIG. 3 is a section of the pipeline of FIGS. 1 and 2 showing water being displaced using gas and a pig.

FIG. 4 is a section of the pipeline of FIG. 3 using a low density liquid as the driving means to remove the water from the pipeline.

DETAILED DESCRIPTION OF THE INVENTION

Referring now to FIG. 1, a pipeline **10** is shown on the seafloor **12** between offshore platform **14** and the shore **16**. Upstream end **18** of pipeline **10** is approximately at sea level **20** as is the downstream end at **22**. The lowest point or "valley" in the pipeline **24** can be as deep as 11,000 feet deep. Water **26** is shown in the pipeline and is presently shown with its upstream end **28** at approximately at the same level as downstream end **30**.

Referring now to FIG. 2, the upstream gas pressure **32** has been increased to force the water at the upstream end **28** down to the level of the upper side of the low point of the pipeline at **24**. The water at the downstream end **30** is pushed up enough that gas bubbles **32** are percolating through the water **26**. The differing head pressure of the water is the gas pressure differential required to accomplish this. Again, this head pressure is generally calculated by the difference in height times 0.465 p.s.i. per foot. Additional flows of gas in the pipeline will not remove the water, but simply pass through the water until enough water accumulates such that it will no longer flow at all.

Referring now to FIG. 3, a pipeline pig **34** which seals against the bore of the pipeline has been pushed to the "valley" **24** by a working media **36**. As discussed above it would take approximately 5,115 p.s.i. gas to accomplish this if air is the working media.

The compression of gas to these pressures at high volumes associated with large diameter and long subsea pipelines is time consuming and expensive. Finding very large compressors in remote areas operating at that range of pressure would be problematic. The internal volume of a 32 inch diameter pipe **200** miles long is about 4.5 million cu. ft. which would represent an average standard air volume of about 750 million cu. ft. As air has substantial oxygen in it, it has more than a chance of auto-igniting or "dieseling" and generating high and damaging pressures. Nitrogen can be used in place of air without the danger of explosions, but would be very high in cost and supply in remote areas is unlikely.

Referring now to FIG. 4, consider that instead of gas on the upstream side of the pig **34** a different liquid **38** is used. Liquefied propane/butane is a relatively incompressible liquid when subjected to a pressure of at least 28 psi for butane and 112 psi for propane at 68 degrees F. or lower, and is present as a "condensate" in most pipelines. When a liquid at that temperature, the density of butane is 58% that of sea water and that of propane is 50%.

If a 50/50 mixture of propane and butane were to be used as the media for pushing the dewatering pig, more than 50% of the head pressure necessary would be provided by the weight of the liquid mixture in the pipeline. An additional pressure of only 2,400 psi would be required. Further, to pump a liquid instead of a gas it is inherently a much more efficient operation. This means that instead of 5,115 p.s.i. of difficult gas compression, only 2400 p.s.i. of relatively easy liquid pumping would be required.

After the pipeline pig passes the valley and continues up the opposite side, the required pumping pressure would go from a maximum of 2400 p.s.i. to 0 p.s.i. when the mixture reached sea level at the outlet end. At that point as the pipeline if full of mixture, there are two methods of removing the mixture from the pipeline. As it is approximately ½ as heavy as the water was, adequate gas pressure may be available to simply pump it out using a second pig. Secondly, if the downstream end of the pipeline is simply vented at low pressure, the propane/butane mixture will simply evaporate, although it may take a while.

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 (49)

Publication number	Priority date	Publication date	Assignee	Title
--------------------	---------------	------------------	----------	-------

US2953158A *	1958-03-31	1960-09-20	Shell Oil Co	Apparatus for evacuating pipelines
US3266076A *	1964-11-20	1966-08-16	Sinclair Research Inc	System for cleaning pipelines
US3384169A *	1966-05-17	1968-05-21	Mobil Oil Corp	Underwater low temperature separation unit
US3411483A *	1966-12-19	1968-11-19	Albert G. Canoy	Method and apparatus for low temperature branding of animals
US3495380A *	1967-02-24	1970-02-17	Shell Oil Co	Prevention of gas hydrate formation in gas transport pipelines
US3565689A *	1968-12-31	1971-02-23	Northern Electric Co	Method and apparatus for purging liquid and liquid vapor from the inside of an elongated tube
US3590919A *	1969-09-08	1971-07-06	Mobil Oil Corp	Subsea production system
US3788084A *	1972-06-23	1974-01-29	Exxon Production Research Co	Recovery of marine pipelines
US3961493A *	1975-01-22	1976-06-08	Brown & Root, Inc.	Methods and apparatus for purging liquid from an offshore pipeline and/or scanning a pipeline interior
US4216026A *	1979-02-05	1980-08-05	Shell Oil Company	System for removing fluid and debris from pipelines
US4252465A *	1979-02-13	1981-02-24	Shell Oil Company	Pipeline gel plug
US4416703A *	1981-11-20	1983-11-22	Shell Oil Company	System for removing debris from pipelines
US4543131A *	1979-11-20	1985-09-24	The Dow Chemical Company	Aqueous crosslinked gelled pigs for cleaning pipelines
US4705114A *	1985-07-15	1987-11-10	Texaco Limited	Offshore hydrocarbon production system
US4745937A *	1987-11-02	1988-05-24	Intevep, S.A.	Process for restarting core flow with very viscous oils after a long standstill period
US4753261A *	1987-11-02	1988-06-28	Intevep, S.A.	Core-annular flow process
US5117915A *	1989-08-31	1992-06-02	Union Oil Company Of California	Well casing flotation device and method
US5181571A *	1989-08-31	1993-01-26	Union Oil Company Of California	Well casing flotation device and method
US5215781A *	1991-04-10	1993-06-01	Atlantic Richfield Company	Method for treating tubulars with a gelatin pig
US5232475A *	1992-08-24	1993-08-03	Ohio University	Slug flow eliminator and separator
US5639313A *	1993-03-15	1997-06-17	Petroleo Brasileiro S.A. - Petrobras	Process for the thermo-chemical dewaxing of hydrocarbon transmission conduits
US5795402A *	1995-07-25	1998-08-18	Hargett, Sr.; Daniel	Apparatus and method for removal of paraffin deposits in pipeline systems
US5879561A *	1995-04-25	1999-03-09	Shell Oil Company	Method for inhibiting the plugging of conduits by gas hydrates
US5891262A *	1997-01-21	1999-04-06	Petroleo Brasileiro S.A.- Petrobras	On-line thermo-chemical process for the dewaxing of oil export pipelines
US6109829A *	1995-09-21	2000-08-29	Coflexip Stena Offshore Ltd.	Pipeline pigging
US6129150A *	1996-06-12	2000-10-10	Petroleo Brasileiro S.A. - Petrobras	Method and equipment for offshore oil production by intermittent gas injection
US6267182B1 *	1996-06-12	2001-07-31	Petroleo Brasileiro S. A. - Petrobras	Method and equipment for offshore oil production with primary gas separation and flow using the injection of high pressure gas
US6277286B1 *	1997-03-19	2001-08-21	Norsk Hydro Asa	Method and device for the separation of a fluid in a well
US6536540B2 *	2001-02-15	2003-03-25	De Boer Luc	Method and apparatus for varying the density of drilling fluids in deep water oil drilling applications
US6539778B2 *	2001-03-13	2003-04-01	Valkyrie Commissioning Services, Inc.	Subsea vehicle assisted pipeline commissioning method
US6554068B1 *	2002-01-29	2003-04-29	Halliburton Energy Service,S Inc.	Method of downhole fluid separation and displacement and a plug utilized therein
US6672391B2 *	2002-04-08	2004-01-06	Abb Offshore Systems, Inc.	Subsea well production facility
US6680284B1 *	1999-07-13	2004-01-20	Degussa Ag	Method for producing powdery particle-reduced formulations with the aid of compressed gases
US20050006086A1 *	2001-10-17	2005-01-13	Gramme Per Eivind	Installation for the separation of fluids

US6843331B2 *	2001-02-15	2005-01-18	De Boer Luc	Method and apparatus for varying the density of drilling fluids in deep water oil drilling applications
US7008466B2 *	2001-08-29	2006-03-07	Bp Exploration Operating Company	Method for inhibiting hydrate formation
US20060115332A1 *	2004-11-30	2006-06-01	Halliburton Energy Services, Inc.	Methods for dewatering a pipeline
US7093661B2 *	2000-03-20	2006-08-22	Aker Kvaerner Subsea As	Subsea production system
US20070102369A1 *	2003-07-09	2007-05-10	Per Gramme	Pipe separator with improved separation
US7264653B2 *	2003-10-21	2007-09-04	Champion Technologies, Inc.	Methods for inhibiting hydrate blockage in oil and gas pipelines using simple quaternary ammonium and phosphonium compounds
US20080053659A1 *	2004-09-09	2008-03-06	Statoil Asa	Method of Inhibiting Hydrate Formation
US7389818B2 *	2002-08-21	2008-06-24	Hoeiland Oddgeir	Method and device by a displacement tool
US20080245528A1 *	2005-09-15	2008-10-09	Petroleum Technology Company As	Separating Device
US20080296062A1 *	2007-06-01	2008-12-04	Horton Technologies, Llc	Dual Density Mud Return System
US7516794B2 *	2002-08-16	2009-04-14	Norsk Hydro Asa	Pipe separator for the separation of fluids, particularly oil, gas and water
US20090223672A1 *	2006-04-18	2009-09-10	Upstream Designs Limited	Apparatus and method for a hydrocarbon production facility
US7708839B2 *	2001-03-13	2010-05-04	Valkyrie Commissioning Services, Inc.	Subsea vehicle assisted pipeline dewatering method
US7721807B2 *	2004-09-13	2010-05-25	Exxonmobil Upstream Research Company	Method for managing hydrates in subsea production line
US20100236633A1 *	2005-06-03	2010-09-23	Jose Oscar Esparza	Pipes, systems, and methods for transporting fluids

Family To Family Citations

* Cited by examiner, † Cited by third party

Similar Documents

Publication	Publication Date	Title
RU2736840C2	2020-11-20	Underwater methane production plant
RU2478074C2	2013-03-27	Method to inject carbon dioxide
CA2734808C	2014-03-25	Method and system for jointly producing and processing hydrocarbons from natural gas hydrate and conventional hydrocarbon reservoirs
US9322253B2	2016-04-26	Method for production of hydrocarbons using caverns
US10683736B2	2020-06-16	Method and system for recovering gas in natural gas hydrate exploitation
GB2481765A	2012-01-04	Apparatus for venting an annular space between a liner and a pipeline of a subsea riser
NO20180242A1	2018-02-16	System and method for processing natural gas produced from a subsea well
KR101684921B1	2016-12-09	A system and method for improving co2 capacity in heterogeneous media and resolving reduction of injection efficiency caused by salt precipitation
WO2011073203A1	2011-06-23	Separating multiphase effluents of an underwater well
US8146667B2	2012-04-03	Dual gradient pipeline evacuation method
AU2015330970B2	2020-02-27	System and method for subsea cooling a wellhead gas to produce a single phase dew-pointed gas
US20170028316A1	2017-02-02	Dual helix cyclonic vertical separator for two-phase hydrocarbon separation
EA024790B1	2016-10-31	Subsea sour gas and/or acid gas injection system and method
RU2613646C1	2017-03-21	Systems and methods for increasing liquid pressure of petroleum gas separator - liquid using one or more pumps on sea bed
AU2017427811B2	2024-03-07	Subsea system and method for pressurization of a subsea oil reserve by injecting at least one of water and gas
WO2021066659A1	2021-04-08	Reduced pressure drop in wet gas pipelines by injection of condensate
US10493382B1	2019-12-03	Vapor recovery tank

US20150210915A1	2015-07-30	Self-lubricated water-crude oil hydrate slurry pipelines
KR101422593B1	2014-07-23	Pipe Preventing Hydrate Forming
WO2016054695A1	2016-04-14	System and method for subsea cooling a wellhead gas to produce a single phase dew-pointed gas
WO2018026352A1	2018-02-08	Dual helix cyclonic vertical separator for two-phase hydrocarbon separation
US12130080B2	2024-10-29	Methods of separating carbon dioxide from flue gas and sequestering liquid carbon dioxide
Li	2006	Experimental studies on asphaltene precipitation with CO ₂ miscible flooding in Fan 124 block of Daluhu Oilfield
Choi et al.	2014	Study on production availability for new subsea production systems based on a large-scale seabed storage tank
BR102016000011A2	2017-07-11	PROCESS AND APPARATUS FOR REDUCING THE GAS-OIL REASON AND THE CARBON DIOXIDE CONTENT OF A HYDROCARBON CHAIN

Priority And Related Applications

Priority Applications (1)

Application	Priority date	Filing date	Title
US12/804,258	2010-07-19	2010-07-19	Dual gradient pipeline evacuation method

Applications Claiming Priority (1)

Application	Filing date	Title
US12/804,258	2010-07-19	Dual gradient pipeline evacuation method

Legal Events

Date	Code	Title	Description
2015-11-13	REMI	Maintenance fee reminder mailed	
2016-04-03	LAPS	Lapse for failure to pay maintenance fees	
2016-05-02	STCH	Information on status: patent discontinuation	Free format text: PATENT EXPIRED DUE TO NONPAYMENT OF MAINTENANCE FEES UNDER 37 CFR 1.362
2016-05-24	FP	Lapsed due to failure to pay maintenance fee	Effective date: 20160403

Concepts

machine-extracted

[Download](#) Filter table ▾

Name		Image	Sections	Count	Query match
■ method	title,claims,abstract,description	11	0.000		
■ dual effect	title	1	0.000		
■ liquid	claims,abstract,description	23	0.000		
■ pumping	claims,abstract,description	6	0.000		
■ water	claims,description	26	0.000		
■ Propane	claims,description	14	0.000		
■ butane	claims,description	7	0.000		
■ mixture	claims,description	7	0.000		
■ n-butane	claims,description	7	0.000		
■ n-pentane	claims,description	7	0.000		
■ propane	claims,description	7	0.000		

■ fluid

abstract,description 7 0.000

■ evaporation

abstract,description 2 0.000

[Show all concepts from the description section](#)

Data provided by IFI CLAIMS Patent Services

[About](#) [Send Feedback](#) [Public Datasets](#) [Terms](#) [Privacy Policy](#) [Help](#)



United States Patent and Trademark Office

Office of the Commissioner for Patents

EXHIBIT
Q

Patent Maintenance Fee Receipt

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

Payment Details

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

Patent Details

PATENT # **9644792** APPLICATION # **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.

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

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

6 Plaintiffs,

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

8 MARC M. MOSZKOWSKI,

9 Defendant.
10 /

11
12 The deposition of MARC M. MOSZKOWSKI, taken by
13 the attorney for the Plaintiffs, commencing at approximately
14 9:25 a.m., on the 17th day of July, 2019, at 220 West Garden
15 Street, Suite 603, Pensacola, Florida, before Connie L.
16 Morse, Court Reporter and Notary Public at Large in and for
17 the State of Florida.

18
19
20
21
22
23
24
25

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

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

5 A She is.

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

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

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

10 A All right.

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

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

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

18 A You would need to ask her.

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

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

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

3 Q Any substantial money?

4 A No.

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

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

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

10 A I didn't.

11 Q Did Mr. Howard?

12 A I believe he did.

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

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

17 Q The company Deep obviously wasn't formed?

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

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

21 A Yeah.

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

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

1 subject to this agreement in 2005?

2 A In 2005 I hadn't read it.

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

7 A Give me an example.

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

12 A Perhaps.

13 Q Why do you say perhaps?

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

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

1 binding.

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

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

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

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

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

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

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

25 A I understand that I should not accept

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

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

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

19 Q But you signed it anyway?

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

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

25 A I had probably been, possibly been traveling

1 Inc.

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

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

13 Q Mr. Mitaxa?

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

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

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

1 directors said, oh, we need a president director general.
2 Do you want to be the president director general?

3 Q And how did you respond?

4 A Well, it took me about ten seconds of internal
5 conversation with myself to say, yes, of course, because if
6 I'm the president director general of Toke Oil and Gas, I
7 will be able to control the money in Toke -- well, at the
8 time it was Toke Petroleum. And I would be able to maximize
9 the revenue for DeepGulf. We would not be dependent on
10 someone else. I would make sure that the projects were well
11 managed, and I would make sure to send as much money as
12 possible to DeepGulf, Inc.

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

15 A Because it would take too long to replace the
16 president director with another one, plus I was a foreigner.
17 It would take too long. And we had -- so I would think this
18 was like late February, early March 2008. So it would -- I
19 believe. So it would take too long. So their lawyer
20 decided, okay, what we need is a new company. We'll keep
21 Toke Petroleum the way it is, but we need a new company, and
22 let's call it Toke Oil and Gas. So that's the reason why
23 they had another Toke.

24 Q I'm going to show you a document. It's
25 entitled Toke Oil and Gas, S.A. Unanimous Shareholder

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

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

6 A Yeah, and I was saying it.

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

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

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

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

1 A Yeah.

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

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

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

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

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

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

17 Q Okay.

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

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

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

11 Q I understand your point.

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

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

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

20 THE WITNESS: Did I ask questions?

21 MR. BOLLER: Did you ask questions?

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

24 A And by the way --

25 Q Let me --

1 talking about an ultra deepwater survey.

2 Q Okay.

3 A The pipeline was way in the future.

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

9 A No way.

10 Q Or found somebody to perform that survey?

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

13 Q Yes, sir.

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

1 answer to this e-mail to this day.

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

4 A Yes, sir.

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

9 A Yeah.

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

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

15 Q A financial accounting?

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

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

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

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

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

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

6 Q Let me ask you this.

7 A Intimately.

8 Q How did he know that?

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

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

20 A He established them.

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

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

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

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

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

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

12 A Yeah.

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

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

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

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

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

1 never purchased.

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

4 A Vicente Ximenes and myself.

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

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

11 Q How much was Vicente's payment?

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

13 Q He received some of that, correct?

14 A No, he received none of that.

15 Q Has he complained to you about that?

16 A No.

17 Q Is that a problem?

18 A No.

19 MR. BOLLER: Again, question.

20 THE WITNESS: Sorry.

21 MR. BOLLER: Pause, answer.

22 THE WITNESS: Okay.

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

1 Q When you were paid by Toke Oil and Gas, how
2 was your salary or payment determined?

3 A It depended on the availability of funds.

4 Q Was it voted upon by the board of directors?
5 How was that determined?

6 A There was no board of directors.

7 Q Sure there was.

8 A Okay. There was East Timor. You ever been in
9 that kind of country? And plus, at the time it was only
10 Vicente Ximenes and me. I never received money while Gino
11 Favarro was in the company. And the way he would approve
12 that, he was the one signing the checks, signing the wire
13 transfers.

14 Q Would you make a request of Vicente and say, I
15 need some payment, or how did that occur? How did you get
16 paid?

17 A I told Vicente, okay, I need to pay my taxes.
18 At first I told Vicente, I'm in a quandary. I received less
19 from DeepGulf than my taxes. One day he said, why don't you
20 take some of the money that I'm taking? I'm going to give
21 you that money.

22 Q Did Vicente reduce the amount that he was
23 taking?

24 A Yeah.

25 Q So Vicente was receiving more than \$110,000 at

1 one point?

2 A Yeah.

3 Q Did he reduce what he was taking by \$110,000 a
4 year so that you could take it and pay taxes?

5 A \$110,000, that was what I received from
6 DeepGulf. If I had not received any money from Toke, it
7 would have gone to Vicente, not to anybody else. And he
8 would have spent it.

9 Q Did you ever relay that to the board of
10 directors at DeepGulf, that Vicente reduced his payment and
11 you received more?

12 A No. By the way, I relayed it in my defenses
13 like a dozen times.

14 Q But prior to the litigation, did you ever
15 relay it to anybody at DeepGulf?

16 A No, because to me, obviously, Mr. Howard, they
17 didn't pay any attention to this because despite the
18 financial statement that I sent him, despite our talking
19 about those financial statements, he never asked me a
20 question about director salaries. So, obviously, to me he
21 didn't give a damn. By the way, as long as money was
22 flowing in, he did give a damn.

23 Q Again, I want to make sure that we are clear
24 on this. The only document that you sent to Mr. Howard that
25 may have indicated that salaries were being paid or

1 me and they call it the board, Mr. Howard. Not the board.
2 I don't have a problem with the board. I have a problem
3 with Mr. Howard. So if they sought to uncover the detail,
4 if they really had sought to uncover the details, they would
5 have uncovered the details, whatever details I have, but not
6 by accusing me of being a thief before uncovering the
7 details.

8 Q Did the board do anything else to seek the
9 details?

10 A Yeah, through insulting me and calling me a
11 thief.

12 Q But other than that, prelitigation, pre --

13 A No.

14 Q -- these problems arising?

15 A No. Predispute, never. You see, Mr. Howard
16 received the financial documents in 2011, 2012. He never
17 asked a question. Evidently he didn't care.

18 Q I'm trying to make sure we don't go over
19 ground we've already covered, so it will take me a second.

20 Allegation 64, are you there, Mr. Moszkowski?

21 A Say it again. Am I here?

22 Q Allegation No. 64, are you on that page?

23 A Yeah.

24 Q Can you review that statement, please?

25 A DeepGulf began to seek additional funding for

1 brains of the operation, I guess, with regard to the
2 technological matters in East Timor. I mean, you're the
3 only one that really knew what was going on there, correct?

4 A If you're trying to flatter me --

5 Q Is it working?

6 A No, you succeed.

7 Q Okay.

8 A I love it.

9 Q But you're the only one who knew about those
10 matters?

11 A Yeah.

12 Q You're the only one that knew about any
13 activities going on in East Timor; is that correct?

14 A Yes, sir.

15 Q No one else in DeepGulf, as far as you knew,
16 knew about that stuff?

17 A Except what I told him. And you may have
18 noticed I'm talkative. I don't retain information. I talk
19 too much. So how I could have hidden stuff from Mr. Howard
20 for 15 years is beyond my understanding.

21 Q Paragraph 71 says, Moszkowski prohibited Rus
22 Howard from contacting clients and any individual in East
23 Timor to obtain or confirm information. And you deny that.
24 Is that correct?

25 A Yes.

1 A No. The contract was in the visa.

2 Q Count III, work and labor done. One sentence
3 makes up this complaint.

4 A Okay.

5 Q Have you had a chance to read paragraph 7?

6 A I worked for the plaintiff for several years
7 without any compensation from 2013 until now or whenever
8 some of my credentials were removed unilaterally by Mr.
9 Howard. And during that period I returned an income to the
10 company. So I worked as a consultant, had all of my revenue
11 as a consultant credited to the company and still did not
12 receive a salary. I believe that the company owes me money
13 for that -- salary for that money that I returned to the
14 company.

15 Q So what revenues were received by DeepGulf
16 subsequent to 2012 because I know that's when the East
17 Timor --

18 A I think it was about -- I think it was
19 \$100,000 exactly.

20 Q Total?

21 A I think. There was a total received from that
22 French contractor of \$125,000. So let's say it was -- yeah,
23 it was a little over \$100,000.

24 Q That French contractor, what is that?

25 A That was the French client that I consulted

1 you?

2 A That's what any other company would do.

3 Q I think I understand your position.

4 A The question is not that I was denied a green
5 card. It's that after 20 years I still don't have a green
6 card, and I will never have one.

7 Q Count V of your counterclaim is entitled fraud
8 based upon promise to pay. I'll let you read through the
9 series of allegations under that count, and then you tell me
10 what the basis for -- what the factual basis for your count
11 is, count V.

12 A That Mr. Howard promised on several occasions
13 that he would raise funds, millions of dollars, which would
14 have made those projects possible, and he never did. As a
15 consequence, there was no money in the company, and as a
16 consequence, I was -- you know, in March 2013 he stopped
17 paying me any money.

18 Q DeepGulf stopped paying you money, correct?

19 A He was DeepGulf at the time. He was the only
20 one with power on the bank account.

21 Q But your money came from DeepGulf, correct?
22 They were written on DeepGulf checks?

23 A Okay. The checks were written by Mr. Howard.

24 Q My question is, your checks came from
25 DeepGulf, correct?

1 texting conversation.

2 A What is this? This doesn't make much sense to
3 me.

4 Q This is something we received from you in
5 response to some of our questions.

6 A This?

7 Q Okay. We provided it to you. I'm sorry.

8 A Yeah, because this date is September 28, 2012.
9 I received my last salary in March 2013. So why would he
10 send me that six months prior?

11 Q Let me ask you this: Did you ever agree in a
12 conversation with Mr. Howard to not accrue any further
13 executive officer payroll until the company had funds to
14 pay? Was that an agreement between you and Mr. Howard?

15 A This is also double entendres. I agreed that
16 he stop paying me salaries. I didn't agree that he wouldn't
17 owe me salaries once the money comes back.

18 Q Okay.

19 A You know, that's the kind of things he does.

20 Q Okay. So let me just ask the question, then
21 we can follow up with other questions. So it says, we
22 agreed not to accrue any further executive officer payroll
23 until the company has funds to pay. So is that something
24 that you agreed to or not?

25 A Okay. Tell me what is the exact significance

1 Q Why do you say probably?

2 A Probably because, like I said, this is a very
3 onerous noncompete agreement, so I probably could have
4 fought it in court. But the way it is, yeah, I was bound to
5 its terms until I fought it.

6 Q And in this letter you mentioned that you
7 refused to let Mr. Howard do his due diligence in Timor. We
8 already kind of went through that discussion.

9 A Yeah, because --

10 Q Hang on. Let me ask the question.

11 A I'm sorry. I'm sorry again.

12 Q You said you would refuse -- I want to make
13 sure that the answer you already gave answers the question
14 to that statement that you would not let Mr. Howard do his
15 due diligence in Timor. Is it the same answer that you gave
16 before?

17 A Yeah, that there was no due diligence because
18 there was nothing to do due diligence on. That's what I
19 meant. It was Mr. Howard that was complaining that I would
20 not allow him to do due diligence. There was nothing to do
21 due diligence on.

22 Q But you write -- this is the sentence, and let
23 me read the sentence, and I'll let you -- then I'm going to
24 ask you a question. I'll let you respond. Then Mr. Howard
25 became apparently obsessed with my refusal to let him

1 CERTIFICATE OF REPORTER

2

3

4 STATE OF FLORIDA)

5 COUNTY OF ESCAMBIA)

6

7 I, Connie L. Morse, Court Reporter, certify that
8 I was authorized to and did stenographically report the
9 foregoing deposition; and that the transcript is a true
10 record and complete record of my stenographic notes; that
11 the witness did not waive reading and signing.

12 I further certify that I am not a relative,
13 employee, or attorney, or counsel to any of the parties, nor
14 am I a relative or employee of any of the parties' attorney,
15 or counsel connected with the action, nor am I financially
16 interested in the action.

17 WITNESS my hand this 7th day of August, 2019.

18

19

20

21

CONNIE L. MORSE
Court Reporter

22

23

24

25

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

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

6 Plaintiffs,

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

8 MARC M. MOSZKOWSKI,

9 Defendant.

10
11
12 The deposition of RUSTIN HOWARD, taken by the
13 attorney for the Defendant, commencing at approximately
14 10:20 a.m., on the 19th day of July, 2019, at 220 West
15 Garden Street, Suite 603, Pensacola, Florida, before
16 Connie L. Morse, Court Reporter and Notary Public at Large
17 in and for the State of Florida.

18
19
20
21
22
23
24
25

1 Q And what damage do you allege was caused as a
2 result of these falsehoods that you say were Mr.
3 Moszkowski's responsibility?

4 A The damages would be suffered by any person
5 who invested in the corporation.

6 Q How?

7 A They would have invested under false and
8 misleading information.

9 Q Okay. And have you made a calculation of who
10 invested based on that information that you say was false
11 and misleading and what amounts?

12 A Every investor in the second round of funding
13 would have been damaged.

14 Q Okay. And is there a record of the investors
15 in the second round of funding and the amounts they
16 invested?

17 A Yes, there is.

18 Q And it has contact information for each of
19 those investors?

20 A Is there a record?

21 Q That was what the question was. Is there a
22 record that lists the investors in the second round of
23 funding and the amount that they invested and contact
24 information on each investor?

25 A There should be, yes.

1 that they suffered? I mean, their amounts of investments
2 are going to be listed.

3 A Yes.

4 Q Is it your position that the plaintiffs in
5 this lawsuit have no value now?

6 A That the plaintiffs have no value now?

7 Q Yeah. How do you calculate the loss that the
8 investors suffered? How do you make that determination?

9 A I don't know.

10 Q Do you believe that in your skills as a result
11 of your education and experience you have the ability to
12 ascertain what loss any particular investor in the second
13 round had as a result of these falsehoods you say were Mr.
14 Moszkowski's responsibility?

15 A I can't say that I do.

16 Q Based on your education and experience, can
17 you identify who would have the ability to ascertain what
18 damage any particular investor in the second round suffered
19 as a result of this alleged falsehood by Mr. Moszkowski in
20 the PPM?

21 A I can't say I know the name of anyone who
22 could.

23 Q But you feel like it would need to be somebody
24 other than yourself?

25 A Yes.

1 agreement. It looks to me like -- it's not clear who it's
2 written to. May 12, 2008. It refers to a verbal agreement
3 that Toke agrees to pay DeepGulf 10 percent of each of EGS'
4 invoices regarding the bathymetric survey.

5 Q And I'll represent to you that I printed the
6 wrong copy and that we have a copy signed by both you and
7 Vicente Ximenes and Gino Favaro, but this is the copy only
8 signed by you. So I just need you to verify, is that your
9 signature?

10 A That's my signature, yes.

11 Q And your understanding of the agreement as
12 reflected in this document is that there was to be 10
13 percent commission paid by Toke to DeepGulf based on EGS
14 invoices?

15 A Yes.

16 MS. BOLLER: Okay.

17 MR. BOLLER: I'm going to take over and try
18 to push us through to the end.

19 THE WITNESS: I need a bio break.

20 MR. BOLLER: Okay.

21 (A recess was taken.)

22 MR. BOLLER: Again, I want to express my
23 appreciation for the professional courtesy of
24 allowing questioning to be handled by my associate.

25 MR. BALL: Well, had I known she'd done a

1 Immigration Services?

2 A I would assume so.

3 Q Okay. Ready for the next question?

4 A Yeah.

5 Q Is the figure of \$756,000 an accurate figure
6 of the capital raised as a result of your efforts for
7 DeepGulf?

8 A That sounds like a good number.

9 Q And was that sum paid in cash and deposited
10 into the DeepGulf accounts, or were there some deferrals or
11 payment arrangements for those sums of money?

12 A All proceeds were in cash, check, cash or
13 check.

14 Q Is it your position today that Toke Oil and
15 Gas, S.A. as a party plaintiff in this cause is a
16 corporation that is still in existence?

17 MR. BALL: I object to the form, but go ahead.

18 THE WITNESS: Marc did all things Toke. If he
19 stopped keeping the company current, he would know
20 that.

21 Q (By Mr. Boller) Did you take any steps to
22 ascertain whether it was still in existence when you
23 prepared and filed this lawsuit?

24 A No.

25 Q Did you make any effort to verify that Toke

1 had a valid and current business license, Toke the plaintiff
2 in this lawsuit, has a current and valid business license?

3 A No.

4 (Defendant's Exhibit 18 was marked for
5 identification.)

6 Q (By Mr. Boller) Have you been able to
7 identify what's been marked as Defendant's Exhibit 18 of
8 which you have a copy?

9 A Yes.

10 Q What is that?

11 A Board of directors meeting minutes on October
12 15, 2007.

13 Q And is that your signature?

14 A Yes.

15 Q And was that document prepared by you?

16 A Probably.

17 Q Does it reflect that the defendant was
18 present?

19 A It does.

20 Q Was he, in fact, present?

21 A At least by telephonic communication, if not
22 in person.

23 Q Okay. If he was present by telephonic
24 communication, would that not have been reflected on the
25 minutes?

1 CERTIFICATE OF REPORTER
2
3
4 STATE OF FLORIDA)
5 COUNTY OF ESCAMBIA)

6
7 I, Connie L. Morse, Court Reporter, certify that
8 I was authorized to and did stenographically report the
9 foregoing deposition; and that the transcript is a true
10 record and complete record of my stenographic notes; that
11 the witness did not waive reading and signing.

12 I further certify that I am not a relative,
13 employee, or attorney, or counsel to any of the parties, nor
14 am I a relative or employee of any of the parties' attorney,
15 or counsel connected with the action, nor am I financially
16 interested in the action.

17 WITNESS my hand this 8th day of August, 2019.
18
19
20
21 _____
22 CONNIE L. MORSE
23 Court Reporter
24
25

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

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

Plaintiffs,

v.

CASE NO. 3:18-CV-1466-TKW-MJF

MARC M. MOSZKOWSKI,
Defendant.

/

The deposition of WILLIAM B. LOTT, JR., was taken by the attorney for the Plaintiffs, commencing at 10:00 a.m., on the 31st day of July 2019, at the offices of Wierzbicki Court Reporting, 220 West Garden Street, Suite 603, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter, an Approved Reporter of the United States District Court.

1 reason he didn't do it that way is because he had -- if
2 he had -- had sent money from Toke to DeepGulf, and
3 DeepGulf paid Marc, then Marc would have had to pay
4 income taxes on it.

5 Even though he made the money over in
6 Timor, which doesn't require him to pay taxes, he took
7 the money from Toke to his bank account in France and
8 paid his taxes, of which Mr. Howard was fully aware of
9 from the very beginning all the way along.

10 And the first time I ever really knew he
11 was aware was when we were in France snow skiing, and we
12 had had the conversation about paying the inheritance
13 tax and where it stood.

14 And, you know, I'd have -- you'd have to
15 show me a timeline of when that was, but I'm sure we
16 could come up with that. But we talked in detail
17 about -- And I'm sure the amounts were -- I paid so
18 much; I owe so much.

19 Q. Okay. Okay. So let me move on to another
20 question.

21 So did Mr. Moszkowski ever say or threaten
22 that he was going to leave the company and take his --
23 hang on -- take his intellectual property with him or
24 start a new company to compete with DeepGulf?

25 A. Marc said, "If I can't -- if we can't

1 CERTIFICATE OF REPORTER
2

3 STATE OF FLORIDA)
4 COUNTY OF ESCAMBIA)

5 I, DAVID A. DEIK, CP, CPE, Professional Court
6 Reporter, do hereby certify that I was authorized to and
7 did stenographically report the deposition of WILLIAM B.
8 LOTT, JR.; that a review of the transcript was
9 requested; and that the foregoing transcript, pages 1
10 through 188 is a true record of my stenographic notes.

11
12 I further certify that I am not a relative,
13 employee, or attorney, or counsel to any of the parties,
14 nor am I a relative or employee of any of the parties'
15 attorney or counsel connected with the action, nor am I
16 financially interested in the action.

17
18 DATED this 9th day of August 2019.

19
20
21
22 s /David A. Deik

23 _____
24 DAVID A. DEIK, CP, CPE
25 Professional Court Reporter