



Hal S. Shaftel, Esq.  
Tel 212.801.2164  
Fax 212.805.9464  
shaftelh@gtlaw.com

August 12, 2025

**VIA ECF**

Honorable John P. Mastando, U.S.B.J.  
United States Bankruptcy Court  
Southern District of New York  
One Bowling Green  
New York, NY 10004

Re: *In re Eletson Holdings, Inc. et al.*, Case No. 23-10322 (JPM)

Dear Judge Mastando:

We write on behalf of Apargo Limited, Fentalon Limited and Desimusco Trading Limited (collectively, the “Preferred Nominees”), in response to the August 11, 2025 letter (ECF 1772) from Floyd Zadkovich LLP, in its capacity as purported but unauthorized counsel for Eletson Gas L.L.C. (“Eletson Gas”). Despite the letter, the client that the Floyd Zadkovich firm represents is not the *bona fide* Eletson Gas as it has long operated and been recognized by undisturbed aspects of Arbitrator Belen’s Final Award. Instead, it is a fictitious construct aligned with Levona (call it “Alternative Gas”), which grossly overreads and misapplies this Court’s Memorandum and Opinion Order dated August 1, 2025 (the “Subject Order”), and thereby seeks to usurp corporate authority to which it is not entitled. While counsel for Alternative Gas claims the notices transmitted by each of the Preferred Nominees in compliance with the Subject Order were not received by its client Alternative Gas, in fact the notices were provided in the same manner as the original notices that were rescinded.

Contrary to Alternative Gas’s posturing, nowhere does the Subject Order address, let alone direct, any change to the current management of Eletson Gas, who have been in place for thirteen years, since the inception of Eletson Gas. In his Status Quo Injunction, Arbitrator Belen expressly provided that “[t]he Status Quo Injunction shall stay in effect until the later of the final court judgment being entered on any Award or any further order of this Arbitrator” (ECF 41-1 at 96). While Judge Liman’s February 9, 2024, Order contemplated that the Status Quo Injunction would be vacated, that order was never reduced to a judgment and accordingly has not become final and effective (as Judge Liman has observed). If the order is considered final for those purposes, then it by extension also would be considered final with respect to the holding that the preferred shares of Eletson Gas belong to the Preferred Nominees.

Based on the record in the District Court, Alternative Gas has no basis to disrupt the daily operations of Eletson Gas as they have been handled for thirteen years and significantly frustrate and prejudice the rights of the Preferred Nominees. Given the status of the still ongoing dispute



August 12, 2025

Page 2

over ownership of the preferred shares of Eletson Gas, it is entirely justified for the management of Eletson Gas to continue consistent with the Status Quo Injunction. Nor was any of the upheaval that Alternative Gas now seeks set forth in the Subject Order. For that level of upheaval to occur, it should be done through clear motion practice based on a fair opportunity for argument and a fair presentation of the relevant record.

We believe consistent with Status Quo Injunction, the rationale underlying the Lift Stay Order similarly sought to preserve parties' rights, not determine the outcome beforehand, as the parties continued with disputes over the effect of the Final Arbitration Award and the identification of the owners of the preferred shares. Likewise, before final resolution, the Final Award is a binding contract for Levona-side parties to follow.

Indeed, Floyd Zadkovich's unjustified attempt to assert control of Eletson Gas is precisely the type of activity that led to the international rupture identified by the Athens court last week, which expressly rejected the authority of Reorganized Holding to act for Holdings, including with respect to Eletson Gas.

As the Preferred Nominees explained in their letter to the Court on August 8, 2025 (BK ECF 1771), Arbitrator Belen found, which is instructive for these purposes, that Levona improperly engaged in "aggressive tactics" that "interfered with the Company's relationships with its banks", thereby resulting in the arrest of vessels and other economic hardships. ECF 41-1 at 56; *see also id.* at 68 (finding that "Murchinson/Levona's intentional interference with the Company's relationships with its lenders, caus[ed] the arrest of the Company vessels"); *id.* at 96-97 ("Levona . . . actively engag[ed] in unlawful behavior by wrongfully influencing Company financiers to turn against the Company . . . including . . . by causing the arrest of five of the Company's vessels"). Given that Murchinson/Levona has persisted through today with the exact same type of mischief involving "improper dealings with the Company's banks and financiers" (*id.* at 56), it is essential to continue the protections afforded to Eletson Gas by distinguishing between the disputes over ownership and board seats from the conduct of daily, ongoing management.

By seeking a change to management while the dispute over the preferred shares of Eletson Gas is still judicially unresolved, Alternative Gas in effect would grant Levona a win before it has prevailed, which the Preferred Nominees believe will (and should) never occur. In addition, the Preferred Nominees fear that a change to management as Alternative Gas seeks to Levona-side representatives will lead to significant damage and value loss to Eletson Gas. There is no reason to permit that outcome, particularly at this stage. In any event, as a matter of proper judicial administration, formal motion practice would be required regarding the identification of new management rather than obtaining a material change through an indirect application of the Subject Order that does not even address these matters.

Respectfully,

/s/ Hal S. Shaftel  
Hal S. Shaftel