

A96000 000 774

F. Martin McDermott

Requestor's Name

33 Fourth St. N. # 200 A

Address

St. Pete, FL 33701

City/State/Zip

Phone #

RECEIVED
FEB 17 1995
FEB 17 1995

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Carmel Oil Partners, Ltd.

(Corporation Name)

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

FILED
65 APR 17 1995

☐ Walk in

☐ Pick up time _____

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

A9600007871

Name	
Availability	KWM
Document	
Exemption	KWM
Update	KWM
Update	
Verification	KWM
Action	KWM
W. P. V.	KWM

4+17

Examiner's Initials

Dear Sir / Madam.

Please register the enclosed partnership
in the state of Florida. Please send any
registration papers to:

33 Fourth St N
#200 A
St Pete, FL 33701

Yours truly,
G. J. J. J.



FLORIDA DEPARTMENT OF STATE
Sandra B. Morthum
Secretary of State

April 11, 1996

F. MARTIN MCDERMOTT
33 FOURTH ST. N., #200A
ST. PETE, FL 33701

SUBJECT: CARMEL OIL PARTNERS I, LTD.
Ref. Number: W96000007871

We have received your document for CARMEL OIL PARTNERS I, LTD. and your check(s) totaling \$1443.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires the certificate include the latest date upon which the partnership is to dissolve.

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with a telephone number where you can be reached during working hours.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6967.

Kenny Manning
Corporate Specialist

Letter Number: 696A00016664

*Mr. Manning,
I have indicated the terminative date of
4/20/16; I trust this is sufficient for your
reporting*

F. Martin McDermott

CERTIFICATE OF LIMITED PARTNERSHIP

FILED

96 APR 17 19 11 09

1. CARMEL OIL PARTNERS I, LTD.
(Name of Limited Partnership; must contain a suffix such as "Limited", "Ltd.", or "Limited Partnership")
2. 1501 VENERA AVENUE, SUITE 217, CORAL GABLES, FL 33146
(Business address of Limited Partnership)
3. LEONARDO DELGADO
(Name of Registered Agent for Service of Process)
4. SAME 1501 Venera Avenue, Ste 217 Coral Gables FL 33146
(Florida street address for Registered Agent)
5. Leonardo Delgado
(Registered Agent must sign here to accept designation as Registered Agent for Service of Process)
6. 1501 VENERA AVENUE, #217, CORAL GABLES, FL 33146
(Mailing Address of the Limited Partnership)

7. The latest date upon which the Limited Partnership is to be dissolved is: 5/20/14

8. Name(s) of general partner(s):

Street address:

LEONARDO DELGADO

1501 VENERA AVE, #217, CORAL GABLES, FL 33146

F. MARTIN MCDEPOT

33 FOURTH ST. N., #200A, SEVENTH 33701

Under penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Signed this 20 day of MARCH, 19 96.

Signature of all general partners:

Leonardo Delgado
General Partner

General Partner

F. Martin McDepot
General Partner

General Partner

General Partner

General Partner

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of CARMEL OIL PARTNERS
L, LTD
a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 22,000.00 .

The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 200,000 .

Signed this 20 day of MARCH , 1976 .

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Leonardo Delgado
General Partner
F. Martin
General Partner
General Partner
General Partner

General Partner

General Partner

General Partner

LIMITED PARTNERSHIP AGREEMENT

Carmel Holdings, Inc., referred to as GENERAL PARTNERS, and The Limited Partners Named in Page 6, referred to as LIMITED PARTNERS, agree:

That they herewith form a Limited Partnership under the laws of the State of Florida, under the name of Carmel Oil Partners I, Ltd.

The purpose of the Partnership is to engage in the business of oil recovery in the below described site and as described in Addendum "A", to have all powers necessary or useful to engage in the business described herein, without limitation. This shall include the power to own, sell and/or lease property.

Legal Description of Site

All the oil produced on that portion of the Ida-Fauvergue lease, which is south of an east-west line which is 3,620 feet from the north line of the lease, which is in Section 34, Township 36 North, Range 33 West, in Vernon County, Missouri, and comprises 40 acres more or less.

The principal place of business shall be 1501 Venera Avenue, Suite 217, Coral Gables, Florida 33146.

The Partnership term begins on the date of this Agreement and shall continue until the Limited Partners have received a total of One Million Dollars (\$1,000,000.) in revenues or the oil reserves in the herein referenced lease/site have been exhausted, whichever occurs first, at which time it shall dissolve under the terms of this Agreement.

The units of investment shall be in the amount of Twenty Thousand Dollars (\$20,000.), for a 5% interest in the Limited Partnership. A maximum of ten units totaling a fifty percent interest and totaling Two Hundred Thousand Dollars (\$200,000.) will comprise the full offering of the Limited Partnership.

When the minimum amount of \$100,000 (One Hundred Thousand & no/100 Dollars) (referred to as the "break escrow" amount) has been collected, the General Partner may declare the Limited Partnership operational. The Limited Partnership will have 120 days, to raise the funds.

Should the "break escrow" amount not be reached by the deadline specified, the ESCROW AGENT shall refund the sums collected to those depositing them, together with their proportional interest earned. Further, the Limited Partnership certificates shall be returned to the Limited Partnership.

When the "break escrow" amount is reached, the ESCROW AGENT shall disburse the funds, including any interest earned, to the LIMITED PARTNERSHIP and shall release the certificates of Limited Partnership interest to those having made capital contributions.

Page 2

Limited Partnership Agreement

Once deposited sums shall not be refundable prior to the deadline for ascertaining whether escrow has been broken, and, return of capital contributions shall not be required if escrow is broken.

Each Limited Partner has contributed, or will contribute by July 25, 1996 the amount shown next to their signature to this Agreement.

The Limited Partners shall not be required to contribute additional capital, beyond the amount of units purchased by each Limited Partner.

Each Partner shall have a capital account that includes invested capital plus that Partner's allocations of net income, minus that Partner's allocations of net loss and share of distributions.

Net income and net loss shall be allocated as follows:

- a. 50 percent to the General Partner.
- b. 50 percent to the Limited Partners. said 50% will be distributed among the Limited Partners according to their respective percentage of ownership interests and further limited to the pro rata share of the total amount of return as above mentioned.

Except as otherwise expressed stated in this Agreement, the General Partner shall manage the Partnership business and have exclusive control over the Partnership business, including the power to sign deeds, notes, mortgages, deeds of trust, contracts, leases, and direction of business operations.

The Limited Partners shall have all powers which may lawfully be granted to Limited Partners under the laws of the State of Florida.

Accounting

The Partnership's tax or fiscal year shall be a calendar year. The General Partner shall make any tax election necessary for completion of the Partnership tax return.

Escrow Provision

The undersigned consisting of all of the General and Limited Partners of Carmel Oil Partners I, Ltd., a Limited Partnership agree:

That on March 27, 1996 a declaration of Limited Partnership was executed by:

Carmel Holdings, Inc.

Page 3

Limited Partnership Agreement

The initial capital contributions set forth in the agreement herein shall be held by Carmel Oil Partners I, Ltd., as ESCROW AGENT, in an interest bearing trust account. All Limited or General Partners shall pay over their agreed capital contributions to the ESCROW AGENT, who shall provide a receipt for all funds received to the payee thereof.

As each capital contribution is received, the Carmel Oil Partners I, Ltd. Limited Partnership shall deliver to ESCROW AGENT Limited Partnership certificates representing the interests paid for. These certificates shall be retained by ESCROW AGENT, in trust, pending reaching the "Break Escrow amount (defined below)."

ESCROW AGENT shall hold all funds strictly in trust, and shall only disburse the same to Carmel Oil Partners I, Ltd. when the minimum amount of \$100,000 (One Hundred Thousand & no/100 Dollars) (referred to as the "break escrow" amount) has been collected within 120 days. Should the break escrow amount not be reached by the deadline specified, the ESCROW AGENT shall refund the sums collected to those depositing them, together with their proportional interest earned. Further, the Limited Partnership certificates shall be returned to the Limited Partnership.

If the break escrow amount is reached, the ESCROW AGENT shall disburse the funds, including any interest earned, to the LIMITED PARTNERSHIP and shall release the certificates of Limited Partnership interest to those having made capital contributions.

Once deposited sums shall not be refundable prior to the deadline for ascertaining whether escrow has been broken, and, return of capital contributions shall not be required if escrow is broken.

The ESCROW AGENT shall be indemnified by both parties from any claims provided that the ESCROW AGENT shall act in accordance with the escrow instructions set forth herein.

These escrow instructions may only be modified by a writing executed by all Limited and General Partners named in the declaration of Limited Partnership and any other depositors to the escrow fund.

Dated: MARCH 27, 1996

Accepted by:

Leonardo Delgado
Escrow Agent

DESIGNATION OF TAX MATTERS PARTNER

STATE OF Florida)))

COUNTY OF Dade))

Carmel Oil Partners I, Ltd., a Limited Partnership, with its principal place of business at 1501 Venora Avenue, Suite 217, Coral Gables, Florida, designates Carmel Holdings, Inc. at this time, a General Partner of the Partnership, as the tax matters partner for Carmel Oil Partners I, Ltd.

Peter Lagorio at this time is duly appointed as the attorney in fact for Carmel Oil Partners I, Ltd. in regard to the audit, negotiation, settlement and payment of taxes assessed by any and all taxing authorities including the Internal Revenue Service and the taxing authorities of the State of Florida.

The undersigned constituting all of the General and Limited Partners of the Carmel Oil Partners I, Ltd. Limited Partnership, appoint Peter Lagorio to act as their attorney in fact for the special purpose of filing any and all documents which may be required to be filed by the laws of the State of Florida related to the Carmel Oil Partners I, Ltd. Limited Partnership.

Reserve Account Provision

The undersigned consisting of all of the general and Limited Partners of Carmel Oil Partners I, Ltd., a Limited Partnership agree:

That the General Partners of Carmel Oil Partners I, Ltd., once the Partnership begins operations shall establish a reserve account, which shall be deposited in a separate, interest bearing account. All profits from operations shall be deposited in this account until it reaches the sum of Twenty Five Thousand & no/100 Dollars (\$25,000.).

The reserves shall accumulate and may only be invaded by the General Partner upon the following occurrences:

Overhead and Operations of the Partnership.

To pay unforeseen expenses.

Indemnification Provision

Carmel Holdings, Inc., constituting all of the General Partners of the Carmel Oil Partners I, Ltd. Limited Partnership and those parties listed on page 6 of this agreement, constituting all of the Limited Partners of Carmel Oil Partners I, Ltd., agree:

Limited Partnership Agreement

The General Partners shall be indemnified by the Partnership from all liability related to their actions taken on behalf of the Limited Partnership, provided that the actions to be indemnified were undertaken in good faith, and do not constitute criminal acts or any act of intentional misconduct.

In the event that a dispute occurs between the Limited Partnership and a Partner as to whether or not an action is properly subject to this indemnity the dispute shall be submitted to arbitration before a single arbitrator under the rules of the American Arbitration Association. Any decision rendered by the arbitrator shall be final and may be entered as a judgment in any court having jurisdiction.

Referral of Business Opportunities to Partnership

The Limited Partners Named in Addendum "A", constituting all of the Limited Partners of Carmel Oil Partners I, Ltd., and Carmel Holdings, Inc., constituting the General Partners of the Carmel Oil Partners I, Ltd. and all of the Limited Partners of the Partnership agree:

That the General Partners of this Partnership shall not be required to refer all business opportunities similar to that of this Limited Partnership to the Limited Partnership.

Conflicts of Interest

The Limited Partners Named in Addendum "A", constituting all of the Limited Partners of Carmel Oil Partners I, Ltd., and Carmel Holdings, Inc., constituting the General Partner of the Carmel Oil Partners I, Ltd. and all the Limited Partners to the Partnership agree:

That the General Partners of the Partnership may have the following conflicts of interest with the Partnership:

None Known at this time

A Limited Partner may assign his or her rights to receive distributions, net income and net loss to any person without causing a dissolution of this Partnership. No assignment will be effective until the general partner is notified in writing of the same.

This agreement may only be amended by the written agreement of all Partners.

This instrument contains the entire Agreement of the parties and any modifications shall be required to be in writing and signed by the parties affected by the modification, or who have the right to cause the change.

Page 6

Limited Partnership Agreement

Name & Address	Capital Contribution	Percentage Interest	Type of Partner
Carmel Holdings, Inc.	Equity	50%	General
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited
	\$20,000.	5%	Limited

Dated: 3-27-96

CARMEI HOLDINGS, INC.
General Partner

Limited Partner \$20,000. 5%

PAUL G. ROMINE
Limited Partner \$20,000. 5%

PAUL G. ROMINE
Limited Partner \$20,000. 5%

PAUL G. ROMINE
Limited Partner \$20,000. 5%

PAUL G. ROMINE
Limited Partner \$20,000. 5%

PAUL G. ROMINE
Limited Partner \$20,000. 5%

PAUL G. ROMINE
Limited Partner \$20,000. 5%

Limited Partner \$20,000. 5%

Limited Partner \$20,000. 5%

Limited Partner \$20,000. 5%