

6/8/2011

Division of Corporations

L08000113027

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H110001526363ABCZ

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To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : DAVID E. HAMMER, P.A.
Account Number : I20090000099
Phone : (813) 786-2620
Fax Number : (800) 967-7340

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Email Address: dhammer@hammerbiz.com

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TALLAHASSEE, FLORIDA

LLCAMND/RESTATE/CORRECTORM/MGRESIGN
INTERNATIONAL PETROLEUM OF WEST PALM BEACH
LLC***

Certificate of Status	0
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Page Count	02
Estimated Charge	\$25.00

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

INTERNATIONAL INVESTORS GROUP,
INC., a foreign corporation and INTERNATIONAL
CRYSTAL GROVE, LLC, a Florida corporation,

Plaintiffs,

Case No.: CA-11-000343

vs.

Division: L

DAVID ERIC HAMMER, an individual,
MITCHELL AARON HAMMER, an individual
and HIGHMOOR BUSINESS CORPORATION,
a foreign corporation,

COMPLEX DIVISION

Defendants.

ORDER APPOINTING RECEIVER
AND DISSOLVING TEMPORARY INJUNCTION

THIS CAUSE came to be heard on January 25, 2011 on various motions and the Court, having reviewed the Court file and hearing argument of counsel, finds as follows:

ORDERED AND ADJUDGED that:

1. As of 11:45 a.m. on January 25, 2011 (the "Freeze Date"), no monies under the control of International Investors Group, Inc. shall be utilized without order of this Court until a Receiver is appointed by the Court. Any sums instructed to be paid into, or paid into law firm trust accounts before the Freeze Date for the purpose of paying legal fees may be used by the attorneys for that purpose. Additionally, any checks issued prior to the Freeze Date which have not cleared the issuing bank as of the Freeze Date for the payment of taxes or payment of sums to unaffiliated trade creditors, for amounts in the aggregate of no more than twenty thousand dollars (\$20,000.00) may be paid.

2. Effective as of the signing of this order, this Court appoints Mike Luetgert of Michael Moecker & Assoc., as the Receiver for International Investors Group, Inc. Additionally, the Receiver shall have the full and exclusive authority to operate International Investors Group, Inc., International

Crystal Grove LLC, International Petroleum of West Palm Beach LLC, International Petroleum of Hollywood LLC, Mobile Advertising of South Palm Beach LLC, Pro Fit Optix Inc., and Pro Fit Optix LLC (the "Entities"), who shall act in this capacity as set forth below until further order of this Court (the "Receiver").

3. Effective 5:00 p.m., Wednesday, January 26, 2011, the Temporary Injunction entered by this Court on January 14, 2011 and which was effective January 19, 2011 (the "Temporary Injunction") in this matter is dissolved.

4. The Receiver may exercise the exclusive use of the office owned by International Crystal Grove, LLC located at 262 Crystal Grove Boulevard, Lutz, Florida 33548. All keys, access codes, alarm codes and other information required for the Receiver to utilize this office shall immediately be turned over to the Receiver. The Receiver shall decide, as he sees fit, who else may be present in this office, when, and on what terms.

5. No later than Friday, January 28, 2011 at 5:00 p.m., David Eric Hammer, Mitchell Aaron Hammer, Cathy Chauvette, James Wiberg, and Charles Posternack (the "Individuals"), the Entities, and Highmoor Business Corporation shall provide written disclosures to the Receiver setting forth (1) the location of any and all assets of the Entities as of the Freeze Date; (2) all identifying information for the Receiver to be able to utilize and marshal those assets; and (3) the dates, amounts, and payees of any distribution of cash and assets belonging to the Entities from December 22, 2010 until the Freeze Date.

6. The Receiver shall manage all assets of the Entities in the normal course of business. The Receiver may hire and/or terminate any and all professionals and/or employees deemed necessary and reasonable to assist with these management obligations, and may receive and consider input from any other person as he sees fit.

7. Cathy Chauvette, the current bookkeeper for International Investors' Group, Inc., shall assist the Receiver and act as an employee of International Investors' Group, Inc. under the direction of

the Receiver, and at the will of the Receiver. The Receiver has full discretion to retain or terminate Cathy Chauvette, as well as any other employees.

8. As soon as possible, but no later than 5:00 p.m. on Monday, January 31, 2011, Defendant David Eric Hammer shall turn over to the Receiver any and all business records of the Entities. Further, to the extent that any of the other Individuals or any other person has business records of the Entities, the Receiver may request those business records from those Individuals and those Individuals are hereby directed to provide all records requested in their possession to the Receiver in the time periods set forth by the Receiver. Once these items are in the Receiver's possession, the Receiver may allow other individuals to have access to these items at his discretion.

9. The Receiver shall coordinate the filing of all required reports with the Australian Securities Exchange and/or Australian Securities and Investment Commission regarding Carpathian Resources Limited, and may enlist the assistance of any person(s) that the Receiver sees fit. The Court expects all Individuals to act in a cooperative manner with respect to meeting these reporting and filing obligations.

10. Unless the parties otherwise agree, the Receiver must post a bond in the amount of \$10,000.00. This bond is intended to fully secure any party affected by the Receiver's decisions and actions in the event it is later determined that the Receiver was wrongfully appointed.

11. The Parties may modify this order, including the conditions under which it will terminate, by written agreement signed by all Parties and counsel for Carpathian Resources Limited (Mr. Preston) for the Court's consideration, by written motion, signed by all Parties and Mr. Preston and providing at least five (5) day notice to all Parties and Mr. Preston of their opportunity to object to any proposed modifications. Otherwise, this order shall control until further order of this Court.

12. Unless otherwise agreed to by the Parties, the \$25,000 cash bond posted by Plaintiffs in connection with the Temporary Injunction, shall remain undisturbed with the clerk's office until further order of this Court.

13. The Receiver shall analyze the pending litigation involving the Entities and submit a report and recommendation to the Court as to whether the litigation should remain pending, be dismissed, or be stayed.

14. The Court defers ruling on the Motion to Intervene by Carpathian Resources Limited.

15. Effective 5:00 p.m., Wednesday, January 26, 2011, the Receiver is authorized to marshal, take possession and full control of all assets owned and operated by the Entities, (the "Receivership Property," defined further below), and to take such other actions as the Receiver deems reasonable and appropriate to take possession, to exercise full control over, to prevent waste, and to preserve, manage, secure and safeguard the Receivership Property. None of the Individuals or the parties in this action shall have either possession or control of, or any right to Income (as defined below) derived from the Receivership Property, except for any fees or wages paid to the Individuals by the Receiver in the Receiver's sole discretion.

16. The Receiver shall take possession of and receive from all depositories, banks (including, but not limited to, Regions Bank and Wachovia/Wells Fargo Bank), brokerages and otherwise (collectively the "Financial Institutions"), any money on deposit in all such Financial Institutions belonging to or arising from the operation of the Receivership Property, whether such funds be in accounts titled in the name of the Entities or not. All Financial Institutions are directed to deliver such deposits to the Receiver and such records as the Receiver may reasonably request with respect to such accounts. The Receiver may indemnify the Financial Institution upon whom such demand is made, and is empowered to open or close any such accounts. The Receiver shall deposit monies and funds collected and received in connection with

the Receivership Property at a federally insured banking institution or savings association with offices in the State of Florida, which are not parties to this case, in the Receiver's own name.

17. The Entities and all of their respective officers, directors, employees and agents, including but not limited to the Individuals, as well as Highmoor Business Corporation, are ordered to cooperate with the Receiver in connection with the management of the Receivership Property.

18. The Receiver shall be vested with and shall discharge the following authority, powers and duties:

- a. To maintain, secure, manage, operate, repair and preserve the Receivership Property.
- b. To change any and all locks to the Receivership Property and, if appropriate, limit access to some or all of the Receivership Property.
- c. To assume control over the Receivership Property and to collect and receive all Income.
- d. To prepare and maintain complete books, records, and financial reports of the Receivership Property, including, but not limited to, operating statements, income statements, balance statements and all other statements prepared for the Receivership Property.
- e. To hire or discharge employees.
- f. To maintain a separate account with a federally insured banking institution or a savings association with offices in the State of Florida in the Receiver's own name, as Receiver, for use in managing the business affairs addressed in this Order.
- g. To receive and endorse checks pertaining to the Receivership Property.
- h. To pay all appropriate real estate taxes, personal property taxes, sales or use taxes, any other taxes or assessments against the Receivership Property.
- i. To prepare and file any tax returns and/or forms (including, without limitation, forms W-2 and 1099, as appropriate) stemming from the Receivership Property and the operation of the Receivership Property as may be required by law.

- j. To operate the Receivership Property under any existing name or trade name (or new name, if the Receiver deems appropriate to do so).
- k. To determine and report to the Court whether any Income previously received by the Entities has been used for purposes other than for the maintenance, management and expenses of the Receivership Property after December 22, 2010.
- l. To open and review mail directed to the Entities pertaining to the Receivership Property.
- m. To seek assistance of law enforcement officials as necessary to preserve the peace and protect the Receivership Property.
- n. The Receiver is authorized to make payments and disbursements, in the ordinary course of business, as may be needed and proper for the operation and preservation of the Receivership Property.
- o. The Receiver is authorized to: 1) do all things necessary to continue normal business operations; 2) modify existing contracts in the ordinary course of business; 3) pay all utilities, expenses and other obligations owed to vendors, suppliers and servicers in the ordinary course of business of the Receivership Property.
- p. The Receiver is authorized to, in its discretion, institute, prosecute, defend, compromise and/or intervene in or become a party to such actions or proceedings in state or federal courts which may in the Receiver's opinion be necessary for the protection, maintenance and preservation of the Receivership Property and/or to defend against any action brought against the Receiver acting in such capacity.
- q. Employ attorneys, accountants, agents and other professionals as the Receiver may from time to time deem appropriate on such terms and conditions as the Receiver deems appropriate.
- r. Borrow funds for purposes relating to the operations of the Receivership Property.

19. Without limiting or expanding the foregoing, the Receiver is authorized to exercise all powers generally available and shall be subject to all of the duties of a Receiver under the laws of the State of Florida that may be incidental to the management of the Receivership Property, as described in this Order. The Receiver shall be required to obtain Court

approval before making any sales or purchases of assets outside of the ordinary course of business. The Receiver shall have any additional powers that are provided by law and that the Court may from time to time direct or confirm

20. The Receiver shall, during the pendency of this action, have the right to apply to this Court for further instructions or directions.

21. The authority granted to the Receiver is self-executing. The Receiver is authorized to act on behalf of, and in the Entities' names (or the Receiver's name), as the Receiver deems appropriate without further order of this Court and without personal recourse against the Receiver (subject to the provisions, below).

22. "Receivership Property" means and includes:

- a. The assets and operations of the Entities.
- b. All tangible and intangible property used in connection with the operation of the Entities.
- c. All Income, receipts and accounts receivable.
- d. The office owned by International Crystal Grove, LLC including all fixtures or improvements of every kind or nature.
- e. All permits, licenses, and other contracts and other intangible property pertaining to operation of the Entities.
- f. All trade names and trademarks owned or used by the Entities.
- g. All books, records, accounts or documents which in any way relate to the Receivership Property and Income.
- h. The term "Income" means, collectively all cash flow that was not used for ordinary and necessary business expenses, which may be held or evidenced by cash on hand, checks, cash equivalence, credit card receipts, demand deposit accounts, bank

accounts, cash management or other financial accounts, bank or other deposits and all other cash collateral (all whether now existing or later arising); revenues, rents, issues and profits, accounts or accounts receivable (all whether unpaid, accrued or to become due); accounts payable and other accrued expenses; all claims to rent, issues, profits, cash collateral and all other gross income derived with respect to the Receivership Property and business operations of the Entities, regardless of whether earned before or after entry of this Order.

23. No person or entity shall file suit against the Receiver, or take other action against the Receiver, because of its duties as Receiver herein, without an order of this Court permitting a suit or action provided, however, that no prior Court order is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action.

24. The Receiver and its employees, agents and attorneys shall have no personal liability in connection with any liabilities, obligations, liens or amounts owed to any creditor because of its duties as Receiver herein. Nothing in this Order shall grant any rights to trade creditors or general unsecured creditors, whose rights shall be solely determined in accordance with Florida law.

25. The Receiver and its employees, agents and attorneys shall have no personal liability and they shall have no claim asserted against them relating to the Receiver's duties under this Order, except for claims due to their gross negligence, gross or willful misconduct, malicious acts and/or the failure to comply with this Court's orders.

26. The Parties, including but not limited to the Individuals, and all those in active participation or concert with them who receive notice of this Order, and all those having claims against the Receivership Property, who receive notice of this Order, are prohibited from and shall not:

a. Commit or permit any waste on all or any part of the Receivership Property, or suffer, commit or permit any act on all or any part of the Receivership Property in violation of the law, or remove, transfer, encumber or otherwise dispose of any of the Receivership Property.

b. Demand, collect, receive, discount, or in any other way divert or use any of the Income.

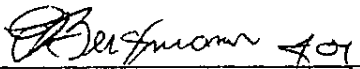
c. Directly or indirectly interfere in any manner with the discharge of the Receiver's duties under this Order or the Receiver's possession of and operation or management of the Receivership Property.

d. Expend, disburse, transfer, assign, sell, convey, devise, pledge, mortgage, create a security interest in, encumber, conceal or in any manner whatsoever deal in or dispose of the whole or any part of the Receivership Property including, but not limited to, the Income without prior court order.

e. Do any act which will, or which will tend to impair, defeat, divert, prevent or prejudice the preservation of the Receivership Property, including the Income, or the preservation of Plaintiff's Interest in the Receivership Property and the Income.

27. The Receiver shall faithfully perform and discharge the Receiver's duties and obey the Court orders.

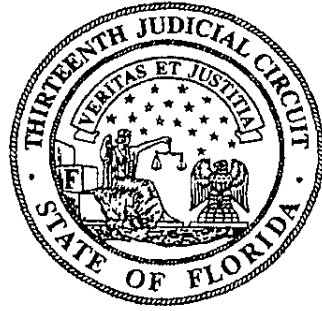
DONE AND ORDERED in Chambers in Tampa, Florida this 27th day of January 2011.



Honorable Richard A. Nielsen
Circuit Judge

Conformed Copies to:

Mark J. Ragusa, Esq.
Mitchell C. Robiner, Esq.
Brett J. Preston, Esq.
Christopher J. Palermo, Esq.
Mitchell A. Hammer
David E. Hammer
Highmoor Business Corporation c/o Maximiliaan H. Danishevski



FAX COVER SHEET

DATE: February 14, 2011

TO: Mark Ragusa, Esq., (813) 314-6919
Michael Luetgert c/o Thomas Wood, Esq., (813) 229-1660
Christopher Palermo, Esq. (813) 864-4437
David Hammer (800) 967-7340
Mitchell Hammer (954) 333-3850

FROM: Michele Harris
Judicial Assistant to Judge Richard A. Nielsen

SUBJECT: International Investors Group, Inc. v. David E. Hammer and Mitchell
Aaron Hammer; Case No. 11-CA-000343

Order Discharging Receiver

Thank you.

NUMBER OF PAGES INCLUDING THIS COVER SHEET: 6

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

INTERNATIONAL INVESTORS GROUP,
INC., a foreign corporation and INTERNATIONAL
CRYSTAL GROVE, LLC, a Florida corporation,

Plaintiffs,

Case No.: CA-11-000343

vs.

Division: L

DAVID ERIC HAMMER, an individual,
MITCHELL AARON HAMMER, an individual
and HIGHMOOR BUSINESS CORPORATION,
a foreign corporation,

COMPLEX DIVISION

Defendants.

ORDER DISCHARGING RECEIVER

THIS CAUSE came to be heard on February 9, 2011 on Plaintiffs INTERNATIONAL INVESTORS GROUP, INC. ("TIG"), and INTERNATIONAL CRYSTAL GROVE, LLC's ("Crystal Grove") collectively "Plaintiffs' Motion to Discharge Receiver and to Compel the Return of Plaintiffs' Property and Incorporated Memorandum of Law (the "Motion") [D.E. 32] and Defendants, David Hammer and Mitchell Hammer's Memorandum in Opposition thereto [D.E. 46]. The court, having reviewed the file and hearing argument of counsel and the Parties hereby finds that the Motion is well taken and the Motion to Discharge Receiver is **GRANTED** and the Motion to Compel is **DENIED without prejudice**. Accordingly, it is **ADJUDGED** as follows:

The court's appointment of a Receiver during the January 25, 2011 hearing on Defendants' Motion to Dissolve Temporary Injunction was based on the representations of the Parties and counsel of record. The representations included, among other things, that: (1) the Parties were awaiting a ruling from the Federal Court in Australia to provide clarification as to who are the current Directors of

Carpathian Resources Limited ("CPN") authorized to control CPN's assets and subsidiaries (including the Plaintiffs); (2) the determination in Australia would control certain issues in this case; (3) the respective parties controlled various assets belonging to Plaintiffs and CPN's subsidiaries; and (4) a ruling imminent. Relying on what was presented at the January 25, 2011 hearing, this court determined that exigent circumstances existed that warranted the appointment of a receiver to marshal the Plaintiffs' assets and administer the business affairs of those entities which Plaintiff IIG had recently administered. The appointment of a receiver was never contemplated as a long-term solution to the uncertainty surrounding the Parties, CPN, and CPN's subsidiaries, including, but not limited to, IIG, Crystal Grove, International Petroleum of West Palm Beach, LLC, International Petroleum of Hollywood, LLC, Mobile Advertising of South Palm Beach, LLC, Pro Fit Optix, Inc. and Pro Fit Optix, LLC (hereinafter the "CPN Subsidiaries").

The Australian Court has now ruled that James Paul Wiberg and Charles Posternack continue to be Directors of CPN, and that "Maximiliaan Henri Danishevski, Mitchell Aaron Hammer, David Eric Hammer, Hon. Timothy Charles Thronton Lewin, Kirill Dragun, Luigi Gagliardo, Paul deCailly and Guido Vivi are not and have not been Directors of Carpathian Resources Ltd." See February 2, 2011 Australian Court Order and Reasons for Judgment [D.E. 29 and 43]. Defendants, Mitchell Aaron Hammer and David Eric Hammer, concede that the Australian Court ruled that the very meeting which they relied upon to claim control over CPN was defective and, as a result, they were never Directors of CPN.

Notwithstanding the Australian Court's ruling, Defendants, Mitchell Aaron Hammer and David Eric Hammer, vow that litigation over control over CPN will continue in Australia, Nevis and Hillsborough County involving various foreign entities, many not before this court, and that the

shareholder disputes are far from over. As a result, Defendants request that the receivership remain in place for an indefinite period of time until all of the litigation is finally resolved.

The appointment of the Receiver was never intended to serve such a purpose and it is obvious from the initial report of the Receiver that the business operations at issue cannot sustain the added expense of a receivership. In fact, one of CPN's subsidiaries, ProFit Optix, Inc. ("PFO"), filed for Chapter 11 bankruptcy protection on the morning of the hearing. As a result of PFO's bankruptcy filing, as debtor in possession, PFO will operate and manage its own affairs and the court appointed receiver would no longer operate PFO in any event.

It is axiomatic that the power of a court to appoint a receiver of a corporation or its property should be exercised with great caution and is employed as a measure of last resort. The appointment of a receiver is an extraordinary remedy that must be exercised with caution as it is in derogation of the fundamental right of the legal owner to possession of its property. *See Barnett Bank of Alachua County, N.A. v. Steinberg*, 632 So.2d 233 (Fla. 1st DCA 1994). Given the decision of the Australian Court Plaintiffs and CPN should be permitted to run their own business affairs at this time and until further order of the Australian court or this court.

Based on the totality of the circumstances in this case, the Receiver, Michael Luetgert, of Michael Moecker & Associates, appointed in this Court's January 27, 2011 Order Appointing Receiver and Dissolving Temporary Injunction is *hereby discharged*. The Receiver shall within five (5) days:

1. Submit a final request for payment of fees and costs incurred and the court will address that request at the appropriate time;
2. Cooperate with Plaintiffs and CPN's Directors and immediately provide access to and return all computers, media storage, business records, keys, mailbox keys, mail, checks, funds, stock, bank accounts, trust accounts, financial institutions accounts, documents or any other asset belonging to International Investors' Group, Inc. or any of CPN's Subsidiaries including but not limited to IIG, Crystal Grove, International Petroleum of West Palm Beach, LLC, International Petroleum of Hollywood, LLC, Mobile Advertising of South Palm Beach, LLC, Pro Fit Optix, Inc. and Pro Fit Optix, LLC;

3. Turn over copies of the disclosures received from the Parties pursuant to the court's January 27, 2011 Order to counsel for the Plaintiffs and provide a report and accounting of all steps taken to operate the Plaintiffs or CPN's subsidiaries during the duration of the Receivership; and
4. Turn over all records which demonstrate the use of funds owned by IIG or any of the CPN Subsidiaries from December 22, 2010 to the date of this Order including, records and reports showing the use of funds by any person including the Parties, and records showing the receipt and use of funds held in accounts with Wachovia Bank/ Wells Fargo, Regions Bank, and any other bank account used by the Receiver or the Parties during this time period.

As a result of the termination of the Receiver, Plaintiffs shall be entitled to full and complete access to any and all funds in the bank accounts of Plaintiffs, CPN or CPN's Subsidiaries which existed before or after the appointment of the Receiver, held at any Bank including, but not limited to, Regions Bank and Wachovia/Wells Fargo Bank, and those lenders are instructed to cooperate in the transition of control over the accounts containing funds owned by IIG or the CPN Subsidiaries to Mr. Wiberg and Mr. Posternack as Directors of IIG and CPN.

Notwithstanding any of the provisions above:

1. The Clerk of the Circuit Court is directed to cancel and return the Receiver's bond in the amount of \$10,000.00 to the Receiver's attorney, and to discharge the Receiver from any further obligation, liabilities or duties;
2. Upon turnover of the cash and assets, including any leased premises, delivery of updated profit and loss statements, the disclosures, expense reports, inventory lists, and records listed above, the Receiver shall be discharged of all responsibility, duties and liabilities associated with the management of the Receivership Estate or the Entities.
3. The Receiver and Defendants, Mitchell Aaron Hammer and David Eric

Hammer, represented to the court that all property belonging to the Plaintiffs had been turned over to the Receiver. As such, Plaintiffs' request to compel Defendants to the return of property is *Denied without prejudice* as moot.

ORDERED in Chambers in Hillsborough County, Florida, this 14TH day of February, 2011.



Honorable Richard A. Nielsen
Circuit Court Judge

Conformed copies to:

Mark J. Ragusa, Esq.
Mitchell A. Hammer
David E. Hammer
Christopher M. Palermo, Esq.
Mike Luetgert, Receiver
Thomas A. Wood, Esq.

Tadlock, Brenda

From: David E. Hammer [dhammer@hammerbiz.com]
Sent: Friday, June 10, 2011 1:15 PM
To: Tadlock, Brenda
Subject: Resignation - James Wiberg
Attachments: Wiberg resignation executed 6_8_11.pdf; 2011 06 10 - Company Details.pdf

Dear Brenda,

Attached please find the resignation of James Wiberg as director of Carpathian Resources Limited. You will note that when he wrote to the Department in January, he wrote as a director of Carpathian. The issues between Wiberg's group and my group have been fully and finally resolved, following which Wiberg has resigned and I have been appointed a director of Carpathian. I have also attached a record from Australia showing that I am one of the eight current directors of Carpathian.

Any questions, please call me at (813) 786-2620. Otherwise, I will look to hear from you following your meeting with your supervisor this afternoon. Thanks.

Kind regards,

David Hammer

David E. Hammer
1005 N. Marion St.
Tampa, FL 33602
tel: +1 813 786 2620
fax: +1 800 967 7340
dhammer@hammerbiz.com

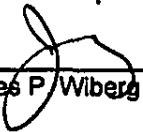
Carpathian Resources Limited
Notice of Resignation as Director

To: The Board of Directors of Carpathian Resources Limited (Company)

I hereby resign as a director of the Company, effective upon my receipt of a fully executed Deed of Indemnity, Insurance and Access pertaining to my role as director of the Company.

I confirm that I have no right or claim against the Company for loss of office, breach of contract or on any other ground whatsoever, except for unpaid salary due to me for the period June 1 – June 8, 2011 in the amount of US \$4,444.44, which is due to be paid to me no later than June 22, 2011.

Dated: 8 June 2011



James P. Wiberg



ASIC

Australian Securities & Investments Commission

Forms Manager

Company Officeholders

Company: CARPATHIAN RESOURCES LIMITED ACN 080 273 703

Company details

Date company registered 07-10-1997

Company next review date 07-10-2011

Company type Australian Public Company

Company status Registered

Home unit company No

Superannuation trustee company No

Non profit company No

Registered office

ZENITH CENTRE TOWER A, LEVEL 20 , 821 PACIFIC HIGHWAY , CHATSWOOD NSW 2067

Principal place of business

ZENITH CENTRE TOWER A, LEVEL 20 , 821 PACIFIC HIGHWAY , CHATSWOOD NSW 2067

Officeholders

VITALE, JEROME GINO

Born 06-07-1956 at SIDERNO MARINA RC ITALY

UNIT 3 , 39 PRESTON STREET , COMO WA 6152

Office(s) held: Director, appointed 08-06-2011

HENDRIKS, MICHAEL PETRUS

Born 26-09-1958 at PERTH WA

9 ULSTER ROAD , FLOREAT WA 6014

Office(s) held: Director, appointed 03-02-2011

Secretary, appointed 17-12-2010

LEWIN, TIMOTHY CHARLES THORNTON

Born 10-04-1947 at HASTINGS UNITED KINGDOM

15A HIGH STREET BATTLE , EAST SUSSEX , UNITED KINGDOM

Office(s) held: Director, appointed 08-06-2011

DRAGUN, KIRILL

Born 24-01-1975 at ASTANA KAZAKHSTAN

11 AKADEMIKA ANOKHINA ST., APP. 36 , MOSCOW 119571 , RUSSIAN FEDERATION

Office(s) held: Director, appointed 08-06-2011

HAMMER, DAVID ERIC

Born 02-03-1982 at PHILADELPHIA UNITED STATES
1640 WALLACE RD , LUTZ FLORIDA 33549 , UNITED STATES

Office(s) held: Director, appointed 08-06-2011
Secretary, appointed 08-06-2011

HAMMER, MITCHELL AARON

Born 19-06-1952 at PHILADELPHIA UNITED STATES

333 LAS OLAS WAY , SUITE 2303 , FORT LAUDERDALE FLORIDA 33301 , UNITED STATES

Office(s) held: Director, appointed 08-06-2011

DANISHEVSKI, MAXIMILIAAN HENRI

Born 29-07-1967 at ANTWERP BELGIUM

319 LANGE LEEMSTR , 2018 ANTWERP , BELGIUM

Office(s) held: Director, appointed 08-06-2011

ROSENTHAL, DONALD

Born 29-03-1959 at GLEN COVE, NEW YORK UNITED STATES

20751 PEBBLE CREEK COURT , BOCA RATON FLORIDA 33498 , UNITED STATES

Office(s) held: Director, appointed 08-06-2011

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	260533501	22940600.00	0.00

Members

As from 1 July 2007, members information for public companies will not be recorded and provided by ASIC. This is due to the implementation of the Simpler Regulatory System Bill Package Corporations Amendment Regulations 2007 (No.5)

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	Form	Description	Status
11-06-2011	7E3730792	484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
03-06-2011	5E2719591	7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE	Processed and imaged
11-05-2011	5E2698586	7053A	DISCLOSURE NOTICE - EX AUSTRALIAN STOCK EXCHANGE	Processed and imaged

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

(((H11000152636 3)))

International Petroleum of West Palm Beach LLC

(Name of the Limited Liability Company as it now appears on our records.)

(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on December 10, 2008 and assigned
Florida document number L08000113027

FILED
JUN -9 AM 11:16
SECRETARY OF STATE
DIVISION OF CORPORATIONS

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

c/o David E. Hammer

1005 N. Marion St.

Tampa, FL 33602

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

c/o David E. Hammer

1005 N. Marion St.

Tampa, FL 33602

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: David E Hammer

New Registered Office Address: 1005 N. Marion St.

Enter Florida street address

Tampa

Florida

33602

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

David Hammer

If Changing Registered Agent, Signature of New Registered Agent

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(((H11000152636 3)))

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	David Eric Hammer	1005 N. Marion St. Tampa, FL 33602	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGR	Mitchell Hammer	333 Las Olas Way, Ste. 2303 Ft. Lauderdale, FL 33301	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
DIR	James P Wiberg	262 Crystal Grove Blvd. Lutz, FL 33548 US	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Dated June 8, 2011.

David Hammer

Signature of a member or authorized representative of a member

David E Hammer

Typed or printed name of signee

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Filing Fee: \$25.00

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