

**A9600001852**

SAMUEL J. CANTOR, Esq.

ATTORNEY AT LAW

400 W. GALTHERY PARKWAY, SUITE 200

HOUSTON, TEXAS 77057

(407) 361-9839

TELEFAX (407) 361-9533

SAMUEL J. CANTOR\*

\*ALSO MEMBER OF PENNSYLVANIA BAR

September 27, 1996

Florida Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

700001869137  
-10/02/96--01076--001  
\*\*\*\*140.00 \*\*\*\*140.00

Re: AUTO SPA LIMITED PARTNERSHIP NO. 1

Gentlemen:

Enclosed herewith please find in connection with the above-captioned filing:

1. An original and a photocopy of the Limited Partnership Certificate of AUTO SPA LIMITED PARTNERSHIP NO. 1;
2. The firm's check in the amount of \$140.00 in payment for the following:
  - a. Filing fee in the amount of \$52.50
  - b. Certified copy fee in the amount of \$52.50
  - c. Resident Agent Designation in the amount of \$35.00

Please file the original in your office and return the certified copy to this office in the self addressed, stamped envelope at your earliest convenience.

Very truly yours,

Samuel J. Cantor

SJC:jac  
Enclosures

**A96-1852**

Name	AL 10-4
Availability	
Document Examiner	je
Updater	je
Updater Verifier	je
Acknowledgement	je
W. P. Verifier	je

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TALLAHASSEE, FLORIDA

AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP

We, AUTO SPA OF TAMARAC, INC., a Florida Corporation, as General Partner, and ARGUS REALTY SERVICES, INC., BRUCE L. SCHREIBER and SAMUEL J. CANTOR, subscribers, having formed a limited co-partnership pursuant to the provisions of the Limited Partnership Law of the State of Florida authorizing the formation of the same hereby certify and state as follows:

1. That the name of the limited partnership is AUTO SPA LIMITED PARTNERSHIP No. 1.
2. That the character of the business shall be to engage in the car wash and detailing business and to operate and manage the same, and to carry out the foregoing purposes, to borrow money and give mortgages and other security therefore, and to do all and everything necessary or proper for the accomplishment of the objects herein enumerated or necessary or incidental to the protection or benefit of this partnership, and in general to carry on any lawful business necessary or incidental to the attainment of the objects and purposes of this partnership.
3. That the location of the principal place of business is in the City of Tamarac, County of Broward and State of Florida, with a mailing address of 4500 W. Commercial Boulevard, Tamarac, Florida 33321.
4. That the name and address of each member, general and limited partner being respectively designated, are as follows:

<u>General Partners</u>	<u>Address</u>	<u>Contribution</u>
Auto Spa of Tamarac, Inc. 945 060017643	8400 N. University Drive Suite 109 Tamarac, Florida 33321	\$10.00
<u>Limited Partners</u>	<u>Address</u>	<u>Contribution</u>
Union Car Centers, Inc.	8400 N. University Drive Suite 109 Tamarac, Florida 33321	\$250.00
Bruce L. Schreiber	19619 Black Olive Lane Boca Raton, Florida 33498	\$500.00
Samuel J. Cantor	1489 W. Palmetto Park Road Suite 485 Boca Raton, Florida 33486	\$250.00

5. That the term for which partnership is to exist is ninety-nine (99) years from August 1, 1996.
6. That the amount of cash contributed by each limited partner is the amount of cash set forth in paragraph 4 herein above, no other property except the cash set forth in paragraph 4 above being contributed by an Limited Partner hereto. No further contribution of any property other than the cash enumerated above, is to be made by any Limited Partner.
7. The additional contribution agreed to be made by each Limited Partner, and the time which, or events on the happening of which they shall be made, are as follows:  
Limited Partner shall be required to make any additional contributions.

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8. The time when the contribution of each Limited Partner is to be returned is agreed to be the end of said partnership, as above stated, to wit: ninety-nine (99) years from August 1, 1996, or when such contribution is no longer necessary to the successful operations of this Limited Partnership and the return of such contribution will not be in violation of Chapter 620 of the Florida Statutes, or upon prior dissolution of the partnership.
9. The share of profits or the other compensation by way of income which each general and limited partner shall receive by reason of his contribution is set forth in a written agreement between all of the partners concurrently dated and filed in the office of AUTO SPA LIMITED PARTNERSHIP No. 1 at 8400 N. University Drive, Tamarac, Florida 33321. The Limited Partners shall not be liable for any losses in excess of their initial contribution to partnership, as enumerated in paragraph 6, above.
10. The right is given to several Limited Partners to substitute an assignee or assignees as contributors in their place as Limited Partners of said limited partnership on the following terms and conditions: Providing all General Partners agree in writing to the substitution.
11. The partners are hereby given the right to admit additional Limited Partners, and any additional General Partners may be admitted, but no person shall be substituted in the place and stead of a General Partner who is a signatory hereto, except as specifically provided herein.
12. No Limited Partner will have any priority over the other Limited Partners as to contribution or as to further compensation.
13. The right is hereby given to the remaining General Partners to continue the business upon the death, retirement or insanity of a General Partner, and also to the remaining General Partner to continue the business on the death, retirement or insanity of a second General Partner.
14. The right is not given to any Limited Partner to demand or receive any property other than cash in return for his contribution.
15. The net profits or losses of the partnership shall be determined in accordance with accepted standard principles of accounting as soon as possible after the close of each accounting year. An individual capital account shall be credited or debited to his contributions or withdrawals, as the case may be.
16. It is agreed that until otherwise provided by mutual agreement in writing, the General Partners shall be the General Manager and shall have full and exclusive business management and control of the said business. Any and all documents, papers, contracts, deeds, mortgages, promissory notes, agreements, receipts, checks, and disbursements of any nature whatsoever shall have written and signed approval of any General Partner, otherwise, any act shall be null and void and no force or effect.
17. The General Partners shall devote as much time and effort as it is reasonably necessary to the conduct of the partnership business. No General Partner shall receive any salary or compensation for his services directly herein other than his share of the profits of this partnership as set forth in Paragraph 9, herein before (except for extraordinary services as a builder, architect, or contractor).
18. All funds of the said partnership shall be deposited in the BANK OF NORTH AMERICA, or in such other bank or banks as may be designated by any General Partner. All receipts derived from the conduct of said partnership business shall be deposited in such bank accounts and checks shall be drawn from such bank accounts for partnership purposes only. Such checks are to be signed by a General Partner, or a person or persons designated by the General Partner.

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19. Proper and complete books of accounts of the partnership shall be maintained and kept in accordance with accepted accounting principles and the determination of the firm's accountants retained to audit the books shall be accepted as conclusive by all of the parties. Said books shall be maintained at the regular place of business of the partnership and shall be available for inspection at any reasonable time to all of the parties hereto.
20. In the event of the dissolution of the partnership for any reason, said partnership business shall be terminated as quickly as possible. In the event, however, that at the time of dissolution the Limited Partnership then holds among its assets any installment sales receivables, the transfer of which would result in the acceleration of any unrealized income to the individual partners, then, in such event, anything to the contrary notwithstanding, said partnership shall not terminate until such receivables are collected in full or until five (5) years after date of dissolution, whichever occurs first.
21. Upon the termination and liquidation of this partnership or by agreement of the parties or for any other reason, the assets shall be distributed in the following order of priority:
- (a) In payment of debts of creditors, including loans made to the partnership by any of the Limited and/or General Partners.
  - (b) In payment to the Limited Partners of their share of the profits and of their share of the original capital contribution.
  - (c) In payment to the General Partners of their share of the profits and of their share of the original capital contribution.

Upon the death of any Limited or General Partner, his interest and rights shall devolve upon his personal representatives and said partnership shall thereafter continue as a Limited Partnership as herein provided.

IN WITNESS WHERE, we have hereunto set our hands and seals at Tamarac, Florida on this 21<sup>st</sup> day of August, 1996.

WITNESSED BY:

Susan Renaud  
SUSAN RENAUD

AS TO GENERAL PARTNERS

AUTO SPA OF TAMARAC, INC.

By: Bruce Schreiber  
BRUCE L. SCHREIBER

AS TO LIMITED PARTNERS:

UNION CAR CENTERS, INC.

By: Bruce Schreiber President

BRUCE L. SCHREIBER

By: Bruce Schreiber

SAMUEL J. CANTOR

By: Samuel J. Cantor

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COUNTY OF BROWARD )  
 ) SS.  
STATE OF FLORIDA )

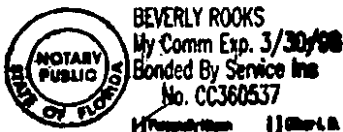
BRUCE L. SCHREIBER, being duly sworn, deposes and says: That the foregoing Articles of Limited Partnership for AUTO SPA LIMITED PARTNERSHIP No. 1 was executed by all of the parties set forth in the foregoing Agreement, including Affiant, who executed said Articles as a General Partner thereof; and that all of the things and matters set forth in the foregoing Articles are true and correct and that said agreement was executed by all of the parties thereto for the uses and purposes therein set forth.

DATED this 21<sup>st</sup> day of August, 1996.

  
\_\_\_\_\_  
BRUCE L. SCHREIBER

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 3/30/98



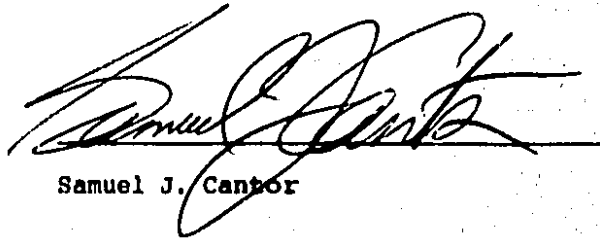
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TALLAHASSEE, FLORIDA

**CERTIFICATE DESIGNATING RESIDENT AGENT**  
**AND OFFICE FOR SERVICE OF PROCESS**

AUTO SPA LIMITED PARTNERSHIP NO. 1 a limited partnership existing under the laws of the State of Florida with its principal office at 8400 N. University Drive, Tamarac, Florida 33321 has named Samuel J. Cantor whose address is 1489 W. Palmetto Park Road, Suite 485, Boca Raton, Florida 33486 as Resident Agent to accept service of process within the State of Florida.

**ACCEPTANCE**

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby accept the appointment as Resident Agent, and agree to comply with all applicable provisions of law.



Samuel J. Cantor

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TALLAHASSEE, FLORIDA

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**SAMUEL J. CANTOR, P.A.**

**ATTORNEY AT LAW  
1489 W. PALMETTO PARK ROAD, SUITE 485  
BOCA RATON, FLORIDA 33486  
(561) 361-9839  
TELEFAX (561) 361-9533**

**SAMUEL J. CANTOR\***

**\*ALSO MEMBER OF PENNSYLVANIA BAR**

**September 30, 1997**

**Florida Department of State  
Division of Corporations  
409 Gaines Street  
Tallahassee, Florida 32399**

**Re: Auto Spa Limited Partnership No. 1**

**Gentlemen/Ladies:**

**Enclosed herewith please find a check in the amount of \$52.50 along with an original and conformed copy of the Amendment to Certificate of Limited Partnership.**

**For your convenience a self-addressed, stamped envelope is provided.**

**Very truly yours,**

  
**Samuel J. Cantor**

**SJC:jac  
Enclosures**

**VIA AIRBORNE EXPRESS**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

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**CM**

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF**

Auto Spa Limited Partnership No. 1

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on October 2, 1996, adopts the following certificate of amendment to its certificate of limited partnership:

**FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)**

Paragraph 4. is hereby amended to state the following:

<u>Limited Partners:</u>	<u>Contribution</u>
Union Car Centers, Inc.	\$500.00
Bruce L. Schreiber	\$250.00
Samuel J. Cantor	\$250.00

The Partnership Agreement was amended on July 1, 1997.

**SECOND:** This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

**THIRD: Signature(s)**

Signature of current general partner: Auto Spa of Tamarac, Inc.

By: Bruce L. Schreiber  
Bruce L. Schreiber, President

Signature(s) of new general partner(s), if applicable:

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\_\_\_\_\_  
\_\_\_\_\_

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**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
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**THIRD: Signature(s)**

Signature of current general partner: Auto Spa of Tamarac, Inc.

By: Bruce L. Schreiber  
Bruce L. Schreiber, President

Signature(s) of new general partner(s), if applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**TALLAHASSEE, FLORIDA**