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Altman, Shnider & Feren, P.A.
NATIONSBANK BUILDING, SUITE 100
7770 WEST OAKLAND PARK BOULEVARD
SUNRISE, FLORIDA 33361

JEFFREY D. ALTMAN
ALSO ADMITTED IN NEW YORK

RONALD E. SHNIDER
ALSO ADMITTED IN WASHINGTON, D.C.

STEVEN B. FEREN
ALSO ADMITTED IN NEW YORK

TELEPHONE
BROWARD (305) 742-2008
DADE (305) 949-0300
FAX (305) 742-3111

November 8, 1996

Division of Corporation
PO Box 6327
Tallahassee, Florida 32314

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*****96.25 *****96.25

Certified Mail-RRR

Re: Global Investment Projects II, Ltd.
(Our File: Pomerantz/Global Ltd Partnership)

Dear Sirs:

Enclosed please find Agreement of Limited Partnership of Global Investment Projects II, Ltd., Certificate Designating Place of Business, Affidavit Given As To Florida Statute 620.108 As To Amount Of Money Or Other Assets, Letter from Equity Investments Partners, Inc. and Consolidated Equity Investments, Inc., authorizing use of name Global Investment Projects II, Ltd. together with our check in the sum of \$96.25 representing the filing fee, \$52.50, Registered Agent fee \$35.00 and certified copy of Certificate Good Standing in the amount of \$8.75.

Should you have any questions with regard to this matter, please feel free to contact the undersigned.

Very truly yours,

Ronald E. Shnider
Ronald E. Shnider
For the firm

RES:st SIGNED IN HIS ABSENCE
enclos. TO AVOID DELAY

Name / Availability	
Document Examiner	DOC
Updater	DOC
Updater Verifier	C
Acknowledgement	DOC
W. P. Verifier	DOC

TC
\$5000.00

W96000024505

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LAW OFFICES

Altman, Shnider & Feren, P.A.

NATIONSBANK BUILDING, SUITE 100

7770 WEST OAKLAND PARK BOULEVARD

BUNNIE, FLORIDA 33351

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FAX (954) 742-3111

November 25, 1996

Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, Florida 32314

Attention: Diane Cushing, Corporate Specialist

Re: Global Investment Projects II, Ltd.
Ref. Number: W96000024505

Dear Ms. Cushing:

In accordance with our telephone conversation of approximately 2:00 P.M. this date, enclosed please find the Agreement of Limited Partnership, Letter Authorizing the Name, Affidavit of Assets and Certificate Designating Business and Agent. Please note we have included the business and mailing address of Elite Equity Investors, Inc. on page 29.

Should you have any questions with regard to this matter, please feel free to contact the undersigned.

Very truly yours,

Sondra Teitel

Sondra Teitel
Real Estate Paralegal
enclos.



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

November 19, 1996

RONALD E. SHNIDER
ALTMAN SHNIDER & FEREN, P.A.
7770 W. OAKLAND PARK BLVD., SUITE 100
SUNRISE, FL 33351

SUBJECT: GLOBAL INVESTMENT PROJECTS II, LTD.
Ref. Number: W96000024505

We have received your document for GLOBAL INVESTMENT PROJECTS II, LTD. and your check(s) totaling \$96.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

We need the address for all general partners. You failed to include the address for Equity Investment Partners, Inc.

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) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 196A00052662

October 16, 1996

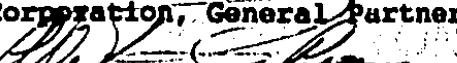
To Whom It May Concern:

Re: Global Investment Projects II, Ltd.

Global Investment Projects, Ltd., hereby authorizes the use of the name Global Investment Projects II, Ltd., notwithstanding the names are similar, since many of the principals of the Partnerships are the same.

Very truly yours,

By: EQUITY INVESTMENT PARTNERS, INC., a
Florida Corporation, General Partner

By: 
By: Allan Pomerantz, President

CONSOLIDATED EQUITY INVESTMENTS, INC., a
Florida Corporation, General Partner

By: 
By: Mark Palestine, President

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 620, Florida Statutes, the following is submitted in compliance with said Act:

That GLOBAL INVESTMENT PROJECTS II, LTD., desiring to organize or qualify as a Limited Partnership under the Laws of the State of Florida, with its principal office as indicated in the Agreement of Limited Partnership in the City of Coral Springs, County of Broward, State of Florida, has named MARK PALESTINE located at 12150 Northwest 10th Street, City of Coral Springs, 33071, County of Broward, State of Florida, as its agent to accept service of process within this state.

Global Investment Projects II Ltd.
By: Elite Equity Investors, Inc., a
Florida Corporation, General Partner

By:

Mark Palestine, President

Date: October 15, 1996

Having been named to accept service of process for the above stated Limited Partnership, at the place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

By: Mark Palestine
Registered Agent
Date: October 26, 1996

GLOBAL INVESTMENT PROJECTS II, LTD.

AGREEMENT OF LIMITED PARTNERSHIP

This agreement of Limited Partnership is entered into this day of _____, 1996 by and between ELITE EQUITY INVESTORS, INC. a Florida corporation, ("the General Partner"), and those parties whose names appear on Schedule A attached hereto, as such schedule may be amended from time to time (individually, a "Limited Partner" and, collectively, the "Limited Partners").

ARTICLE I.

FORMATION

The General Partner and the Limited Partners hereby form a limited partnership pursuant to the provisions of the Act (as hereinafter defined) and to the terms and conditions contained in this Agreement. The General Partner shall prepare and execute a separate Certificate of Limited Partnership which shall be duly recorded pursuant to the provisions of the Act.

ARTICLE II.

NAME

The Partnership business shall be conducted under the name "Global Investment Projects II, Ltd." or such other name as the General Partner shall hereafter designate by notice to the Limited Partners.

ARTICLE III.

DEFINITIONS

When used in this Agreement, the following terms have the respective definitions (unless otherwise specifically provided). The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Act: The Florida Uniform Limited Partnership Law, codified as Part I, Chapter 620, Florida Statutes, as amended.

Affiliate: any corporation, partnership, trust, or other entity controlled by or controlling, directly or indirectly, the General Partner; any corporation, partnership, trust, or other entity with respect to which the General Partner serve as an officer, director, partner, trustee or in a similar capacity, or in

which the General Partner have a material beneficial interest; and any officer, director, employee, principal shareholder, or general partner of any Affiliate of the General Partner.

Capital Account: as to any Partner or class of Partners, the capital account maintained and adjusted by the Partnership in accordance with the Regulations.

Capital contribution: as the context may require, the total amount of money contributed to the capital of the Partnership by all the Partners or any class of Partners or any one Partner, as the case may be.

Code: the Internal Revenue Code of 1986, as amended.

Distributable Cash: Partnership cash receipts from the operation of the Partnership (including sales or other dispositions of Partnership property) minus all authorized cash expenditures (including, but not necessarily limited to, all normal expenses incurred to hold, maintain and improve the Partnership property, payments of principal and interest currently due on any Partnership indebtedness, capital expenditures, any reserves deemed reasonably necessary by the General Partner, all fees payable to the General Partner or its Affiliates hereunder, and all expenses for which the Partners are reimbursed).

Facility: the car wash facility at the property described as follows:

That portion of Tract 521 according to the plat of JACARANDA PARCEL 521 as recorded in Plat Book 114 at Page 5 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Tract 521; thence run South 1°46'26" East (on a plat bearing) 44.55 feet along the Easterly boundary of said Tract 521 to a point of intersection; thence run South 3°40'38" West 30.54 feet along said Easterly boundary to the Point of Beginning; thence continue South 3°40'38" West 150.32 feet along said Easterly boundary; thence run South 89°55'06" West 215.09 feet; thence run North 0°04'54" West 146.68 feet; thence run North 86°45'06" East 60.37 feet; thence run North 89°55'54" East 164.67 feet to the Point of Beginning.

Said lands lying and being in the City of Plantation, Broward County, Florida, and containing .755 acres, more or less, and subject to all easements, deeds and rights-of-way of record

including the real estate and all the improvements thereon and all Partnership property relating or incidental thereto at such

premises.

General Partners: ELITE EQUITY INVESTORS, INC. a Florida corporation, and any person or entity subsequently becoming a General Partner pursuant to the terms of this Agreement.

Interest: the entire ownership interest of a Partner in the Partnership at any particular time.

Limited Partners: all persons, partnerships, corporations, trusts or other entities who shall purchase Units from the Partnership and who agree to be bound by the provisions of this Agreement, by executing a counterpart of or an amendment to the Agreement and such other instruments as the General Partner may require as well as any parties admitted as Limited Partners pursuant to this agreement.

Net Profits and Net Losses: the net profits or net losses of the Partnership (including, without limitation, each item of Partnership income, gain, loss deduction, or credit) reflected by the Partnership's books of account which shall be determined for each fiscal year of the Partnership.

Partner: the General Partner and all Limited Partners, where no distinction is required by the context in which the term is used in this agreement.

Partnership: the Partnership formed by this Agreement, Global Investment Projects, II, Ltd., a Florida Limited Partnership.

Person: any individual, partnership, corporation, trust or other entity.

Pro Rate Share: as defined in Section 7.3 below.

Regulations: those final regulations currently in full force and effect under the Code which have not been repealed.

Substituted Limited Partner: any Limited Partner admitted by the General Partners pursuant to Section 12.5.

Unit: an Interest in the Partnership as a Limited Partner, entitling the owner to an interest in the Net Profits, Net Losses and Distributable Cash of the Partnership. Units are held by the Partners as shown in Schedule A.

Withdrawal: the retirement of a Partner from the Partnership, or the death, dissolution or other cessation to exist as a legal entity (except by way of merger, consolidation or corporate reorganization), incompetency or bankruptcy of such Partner. For purposes of definition, bankruptcy of a Partner shall be deemed to occur when a Partner files a petition in bankruptcy or voluntarily

takes advantage of any bankruptcy or insolvency laws, or is adjudicated a bankrupt, or a petition or answer is filed proposing the adjudication of such Partner as a bankrupt and such Partner consents to the filing thereof. Incompetency shall be deemed to occur when a Partner is adjudicated an incompetent.

ARTICLE IV.

ADDRESSES OR PARTIES

4.1 The Partnership. The principal place of business of the Partnership shall be at 12150 N.W. 10th Street, Coral Springs, Florida 33071, or at such other place as to which the General Partner, from time to time, may notify all the Limited Partners in writing. The Partnership may also maintain offices at such other places as the General Partner deem advisable.

4.2 Partners. The addresses of the General Partner and the Limited Partners shall be those stated after their names in Schedule A attached hereto, as the same may be amended from time to time, and incorporated herein by reference. The General Partner may change their address by notifying all Limited Partners in writing. A Limited Partner may change its address by written notice to the General Partner, which notice shall become effective upon receipt.

ARTICLE V.

PURPOSE

The purpose and character of business of the Partnership shall be to acquire one or more parcels of real estate, to construct a car wash and related facilities thereon and to operate and/or lease such real estate and car wash facility at the property described as follows:

That portion of Tract 521 according to the plat of JACARANDA PARCEL 521 as recorded in Plat Book 114 at Page 5 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Tract 521; thence run South 1°46'26" East (on a plat bearing) 44.55 feet along the Easterly boundary of said Tract 521 to a point of intersection; thence run South 3°40'38" West 30.54 feet along said Easterly boundary to the Point of Beginning; thence continue South 3°40'38" West 150.32 feet along said Easterly boundary; thence run South 89°55'06" West 215.09

feet; thence run North 0°04'54" West 146.68 feet; thence run North 86°45'06" East 60.37 feet; thence run North 89°55'54" East 164.67 feet to the Point of Beginning.

Said lands lying and being in the City of Plantation, Broward County, Florida, and containing .755 acres, more or less, and subject to all easements, deeds and rights-of-way of record

or additional or other future locations, as well as to engage in any and all other activities related or incidental thereto or permitted by applicable law.

ARTICLE VI.

CAPITAL CONTRIBUTIONS

6.1 Admission of Limited Partners. The General Partner shall admit as Limited Partners such persons who purchase Units from the General Partner, and, except as otherwise provided herein, the General Partner shall become parties to this Agreement by executing such documents as the General Partners may require.

6.2 Capital Contribution of Limited Partners. The Capital Contribution of each Limited Partner shall be the amount shown on Schedule A next to the name of each Limited Partner.

6.3 Capital Contribution of General Partner. The Capital Contribution of the General Partner shall be the amount shown on Schedule A next to the name of the General Partner.

6.4 Capital Accounts. A separate Capital Account shall be maintained for each Partner. In computing a Partner's Capital Account balance as of any particular date, any Net Profits and Net Losses for any accounting period ending or on before such a date, which are required to be allocated among the Partners pursuant to Article VIII hereof, shall be allocated among the Partners in the manner provided in such Article and shall be taken into account in computing each Partner's Capital Account balance as of such particular date.

6.5 Withdrawal of Capital. Prior to the dissolution and liquidation of the Partnership, no Partner shall be entitled, without the consent of the General Partners, to withdraw any part of his Capital Account, except for distributions made in accordance with Article VII.

6.6 Interest Earned on Partnership Capital. Interest earned on Partnership funds shall inure to the benefit of the Partnership,

and no Partner shall be entitled to receive interest, as such, on funds contributed by him other than the amounts stated in Section 7.2.

6.7 Loans. In addition to their Capital Contributions set forth above, Partners may make loans to the Partnership at such times, in such amounts, and on such terms and conditions as may be agreed by the lending Partner and the General Partner. Absent any specific agreement to the contrary, such loans, if any, shall bear interest and be repayable under terms and conditions, similar to that of an institutional lender. The payment of any such loan made at the inception of this agreement, shall be paid in full, prior to distribution of profits to any of the Limited Partners.

6.8 Interest of a Creditor. A creditor who makes a nonrecourse loan to the Partnership will not have or acquire at any time, as a result of making the loan any direct or indirect Interest in the Partnership (including but not limited to profits, capital, or property of the Partnership), other than as a secured creditor.

ARTICLE VII.

CASH DISTRIBUTIONS

7.1 Distribution of Distributable Cash. Except as otherwise provided in Articles VI and XIII hereof, distributions of Distributable cash or Property shall be made at such times as are determined by the General Partner at the General Partner's discretion.

7.2 Allocation of Distributable Cash Among Partners. Each distribution of Distributable Cash shall be allocated to the Partners based upon their Unit holdings and Pro Rata Shares as determined in accordance with Section 7.3 below.

7.3 Partners' Pro Rata Shares. Each Partner's Pro Rata Share of distribution of Distributable Cash and Net Profits and Net Losses shall be equal to the number of Units of which he is recognized to be the holder of on the last day of the fiscal year or other period with respect to which distribution is made or the Net Profits and Net Losses are allocated divided by the number of Units then outstanding.

7.4 Initial Unit Holdings. As of the date of execution of this Agreement, the Limited Partner hold 99 Units and the General Partner holds 1 Unit.

ARTICLE VIII.

ALLOCATION FOR TAX PURPOSES

8.1 Allocation of Net Profits and Losses. Except as otherwise provided in this Article VIII, Net Profits and Net Losses, tax credits and any other allocated items pursuant to Section 702 (a) of the Code shall be allocated among the Partners with respect to each fiscal year as of the end of such year based upon the Partner's Pro Rata Shares.

8.2 Qualified Income Offset Provision and Power of General Partner to Vary Allocations of Net Profits and Net Losses. It is the intent of the Partners that each Partner's distributive share of Net Profits and Net Losses and tax credits shall be determined and allocated in accordance with Section 8.1 to the fullest extent permitted by Section 704 (b) of the Code, or its statutory successor. Accordingly, if any Partner's capital account is unexpectedly reduced to zero, the General Partner must allocate future items of gross income and gain in an amount and manner to eliminate such deficit balance as quickly as possible. However, if the Partnership is advised that the allocations provided in Section 8.1 of this Agreement will not be respected for federal income tax purposes, the General Partner have been granted the power in Section 9.2(o) of this Agreement to amend the allocation provisions of this Agreement, on advise of accountants or legal counsel, in the manner and to the extent the General Partner, in their sole discretion, deems in the best interest of the Partners, consistent with the General Partner's duties pursuant to Section 9.5 of this Agreement, but in no event shall such reallocation be greater than the minimum reallocation necessary so that the allocations in Section 8.1 will be respected for federal income tax purposes.

8.3 Allocations Related to Contributed Property. It is the intent of the Partners that notwithstanding Section 8.2 above, the allocations of Net Profits and Net Losses shall be made by the Partnership so as to fully comply with Section 704(c) of the Code, or its statutory successor, and the Regulations issued thereunder as well as under Section 704(b) of the Code.

8.4 Consent of Partners. The methods of allocating Distributable Cash in Section 7.2 and the allocations of Net Profits and Net Losses in Section 8.1 of this Agreement are hereby expressly consented to by each Partner as a condition of becoming a Partner.

ARTICLE IX.

RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNERS

9.1 Rights and Powers. The management and control of the Partnership and its business and affairs shall rest exclusively with the General Partners, who shall have all the rights and powers

which may be possessed by a general partner pursuant to the Act.

9.2 Rights and Powers of the General Partner. The rights and powers of the General Partner shall include, but are not limited to, the following rights and powers:

(a) To purchase, lease, or otherwise acquire, and sell, lease, exchange, or otherwise dispose of, the Partnership property, and any other real or personal property necessary or convenient to the operation of the Partnership;

(b) To make or have made for the Partnership such research reports, economic and statistical data, evaluations, analyses, opinions and recommendations as it may deem necessary or desirable with respect to investment or business opportunities in connection with the business of the Partnership or development of Partnership property;

(c) To delegate all or any of its duties hereunder and in furtherance of any such delegation, to appoint, employ, or contract with any person whom the General Partner may, in their sole discretion, deem necessary or desirable for the transaction of the Partnership's business, including Affiliates of the General Partner, provided however, that the General Partner shall continue to be primarily responsible for the performance of all such obligations;

(d) To expend the Partnership capital and revenues in furtherance of the Partnership business, provided that the General Partner may not expend or commit to expend any Partnership capital or revenue where such expenditure exceeds or will exceed \$5,000.00, unless both the General Partner and a majority of the limited partners, as determined by number of units owned approve such expenditure;

(e) To manage, operate, and develop the Partnership property or investment, and to enter into operating and management agreements with others (including, but not limited to the General Partner and Affiliates) with respect to properties, investments acquired by the Partnership and any business of the Partnership containing such terms, provisions, and conditions as it shall approve;

(f) To borrow money from banks, other lending institutions or other persons (including any, Partner or any Affiliate of the General Partner) for any Partnership purpose, and in connection therewith to issue notes, debentures, and other debt securities; to hypothecate the Partnership assets to secure repayment of the borrowed sums; and no bank, other lending institution or other person to which application is made for a loan shall be required to inquire as to the purpose for which such loan is sought; and, as between this

Partnership and such bank, other lending institution or other person, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized hereunder;

(g) To invest Partnership assets in bank demand deposit and savings accounts, money market funds, savings and loan association deposits, commercial paper, certificates of deposit, bankers' acceptances, government securities and other short-term interest bearing obligations;

(h) To grant security interests in and mortgages on Partnership property and to obtain replacements of any mortgage or mortgages related in any way to Partnership property, and to repay in whole or in part, refinance, recast, modify, consolidate, or extend any mortgages affecting any such property and to give deeds, receipts, releases and discharges, with respect to all of the foregoing and any matters incident thereto as it may deem advisable or appropriate;

(i) To enter into agreements and contracts with parties, to execute and guaranty or accommodation endorsement incident to the conduct of the business of the Partnership; to execute, acknowledge and deliver any and all instruments, documents, or agreements to effectuate such guaranty or accommodation endorsement;

(j) To maintain, at the expense of the Partnership, adequate records and accounts of all operations and expenditures and to furnish the Limited Partners the reports specified in Section 14.3;

(k) To purchase, from or through others, policies of liability, casualty and other insurance which the General Partners deem advisable, appropriate or convenient for the protection of any Partnership property or affairs of the Partnership or for any purpose convenient or beneficial to the Partnership;

(l) To place records title to any property in the Partnership name, or in the name of a nominee or trustee, for the purpose of mortgage financing or other convenience or benefit of the Partnership;

(m) To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions with regard to the treatment of items of Partnership income, gain, loss, deduction and credit, with regard to the adjustment of the basis of Partnership property and with regard to all other relevant matters as it believes necessary or desirable;

(n) To consent or withhold consent, in its sole and absolute discretion but subject always to and governed by Sections 12.4 and 12.5 below, to the admission of a transferee of Units as a Substituted Limited Partner;

(o) This space intentionally left blank;

(p) To admit additional General Partners, subject to Section 9.4;

(q) To arrange for the preparation and filing of any required federal, state or local tax returns, and the payment from Partnership funds of any tax due from the Partnership;

(r) To bring, defend, settle or compromise actions or claims at law or in equity on behalf of and in the name of the Partnership;

(s) To require, at its opinion, in any Partnership contract, that the General Partner shall not have any personal liability thereon but that the person or entity contracting with the Partnership must look only to the Partnership and its assets for satisfaction of any indebtedness;

(t) To select or vary depreciation and accounting methods, the fiscal year of the Partnership, and to make all other decisions required or permitted to be made by the Partnership under the Code with respect to the treatment of various transactions for accounting or federal income tax purposes;

(u) To establish a general price schedule for sales of Partnership property (whether real or personal), and approve any particular sale at a price less than that established by the general price schedule;

(v) To construct any real property improvements to or on the Partnership property or to make any alterations thereto pursuant to a general construction or alteration plan which has been approved by the General Partners;

(w) To approve any contract between the Partnership and the General Partner or Affiliate of the General Partner; or

(x) To perform all the duties and functions of a "tax matters partner", including without limitation the power and authority within the contemplation of Sections 6223, 6224, 6227, 6228 and 6230 of the Code.

9.3 Limitation Upon Rights and Powers. In addition to other acts expressly prohibited by this Agreement or by law, the General

Partner shall not have the authority to:

- (a) do any act in contravention of this Agreement;
- (b) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as expressly provided in this Agreement;
- (c) confess a judgement against the Partnership;
- (d) execute or deliver any general assignment for the benefit of the creditors of the Partnership;
- (e) possess Partnership property or assign the rights of the Partnership in specific property for other than a Partnership purpose;
- (f) knowingly or willingly do any act (except an act expressly permitted by this Agreement) which would cause the Partnership to become an association taxable as a corporation.

9.4 Withdrawal or Admission of a General Partner.

- (a) No General Partner may voluntarily withdraw from the Partnership without the unanimous consent of the other General Partners, if any, and, if after such withdrawal, there would be no remaining General Partner, then such withdrawal shall require the consent of the holders of a majority of the Units then outstanding.
- (b) The General Partner shall not admit an additional General Partner until it has first received written consent to do so from every General Partner, and if there are no other general partners, without the consent of the holders of a majority of the Units then outstanding.

9.5 Duties. The General Partner shall manage and control the Partnership, its business and affairs, to the best of its ability and shall use its best efforts to carry out the business of the Partnership. The General Partner shall render to the Partners, whenever reasonably requested by any of them, but not less frequently than quarter-annually, a just and faithful account of all dealings and transactions in relation to the business of the Partnership. The General Partner shall execute such documents and take such action as shall be appropriate to comply with the requirements of the Act or other laws by which the Partnership is bound. The General Partner may contract with others (including itself and its Affiliates) to render certain services including, but not limited to, management consulting, advertising, marketing and accounting functions.

9.6 Other Business of Partners. The Partners and the shareholders, officers, directors, partners and employees of any

Partner may have interests in businesses other than the Partnership business, including interests in other partnerships. Neither the Partnership nor any Partner from such other business interests, and even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper, provided such other business interests predate this agreement, or if of a nature similar to that of a "car wash" were created after complying with the right of first refusal described in section 15.11 of this agreement.

9.7 Establishment of a Contingency Reserve. The General Partners may establish and maintain reasonable reserves for working capital, as well as for the payment of taxes, insurance premiums, debt repayment, and for other payments required in connection with the operation of the Partnership business, and to provide for a contingency reserve, and for such other purposes as it may determine in its sole discretion.

9.8 Transactions with Affiliates.

(a) In addition to the transactions specified in Article X of this Agreement, the Partnership may engage any General or Limited Partner, or any business entity in which a General or Limited Partner, or any officer, director, shareholder or partner thereof, has a direct or indirect interest, to provide goods to or perform services for the Partnership, including, but not limited to, equipment maintenance, set-up and repair, management consulting, property management and leasing, engineering, mortgage brokerage, real estate brokerage, legal and accounting services; provided that the terms and conditions of such employment shall be competitive with the terms which could reasonably be obtained from non-affiliated persons supplying comparable goods or performing comparable services, that such engagement and the terms thereof are disclosed to all the Partners in the next report pursuant to Section 14.3.

(b) The Partnership, may sell Partnership property to the General Partner, or any Affiliate of the General Partner, provided that (a.) in the event of a sale, the sales price shall be no less than the value shown on an appraisal prepared at Partnership expense by a qualified independent appraiser, and (b.) the terms and conditions of the sale shall be approved by the General Partners, and (c.) the General Partner shall determine, in their sole discretion, that the interest of the Partnership would be better served by the sale of the Partnership property than by its retention by the Partnership, due consideration being given by the General Partner to the financial condition of the Partnership at the time in question, the Partnership's need for the cash or property to be generated by the sale of such Partnership property, and its financial ability to utilize the Partnership property in the business of the Partnership. Absent special circumstances which justify a sale to an Affiliate on other terms as being in the

best interests of the Partnership, any such sale shall not be less favorable to the Partnership than could reasonably be obtained from an unaffiliated third party.

9.9 Liability and Indemnification of the General Partners.

Neither the General Partner nor any of the officers, directors or partners of the General Partner nor any of the officers, directors or partners of the General Partner shall be liable, responsible or accountable in damages or otherwise to any of the Limited Partners or to the Partnership for errors in judgment or for any act or omissions resulting from errors in judgment or for any act or omission performed or omitted by it in good faith, and in reasonable belief that such act or omission was within the scope of the authority granted to it by this Agreement, provided that such General Partner or such officer, director or partner thereof was not guilty of gross negligence or willful misconduct. Except for actions or omissions constituting gross negligence or willful misconduct, the Partnership shall and does hereby indemnify and save harmless the General Partner for any loss, damage, or expense incurred by it on behalf of the Partnership (including the General Partner's responsibilities as "tax matters partner" under Section 9.2(x) hereof) or in furtherance of the Partnership's interests. The satisfaction of any indemnification and any saving harmless shall be from and limited to Partnership assets and no Partner shall have any personal liability on account thereof.

9.10 Payment and Reimbursement of Expenses. The Partnership shall pay or reimburse the General Partner at its cost for all expenses incurred on behalf of the Partnership in connection with the business of the Partnership, including, but not limited to, fees paid to consultants, engineers, contractors, accountants, attorneys, affiliates, and other persons employed, or retained in connection with the business of the Partnership; the cost of any goods or materials used by or for the Partnership; travel and long distance telephone expenses.

9.11 Bank Accounts. All funds of the Partnership shall be deposited in a separate bank account or accounts in such banking institutions as the General Partner shall determine and all withdrawals against such accounts shall be made by check, draft or other written order drawn by a properly delegated agent of the General Partner. Any check issued by the partnership in an amount of less than \$250.00, need only bare the signature of one such delegated agent. Any partnership check in excess of \$250.00 shall require the signature of two such delegated agents, at least one of which shall be either "Palestine" or "Pomerantz" and the other signature shall be that of either "Elovic" or "S. Zinn" or "E. Zinn" or "Kedim".

9.12 Tax Matters Partners. The General Partner shall act as the "tax matters partner" of the Partnership, as such term is defined in Section 6231(a) of the Code.

ARTICLE X.

TRANSACTIONS REGARDING AND COMPENSATION TO PARTNERS AND AFFILIATES

10.1 General. Except as expressly provided in Section 10.2 below, the Partnership may employ any Partner or Affiliate of any Partner to render services in connection with the development, management, maintenance, repair and sale of Partnership property, as well as for property management services for the Facility or other facilities operated by the Partnership, including billing and collecting accounts receivable, capturing and storing all statistical information relative to the operation of the Partnership, research related to the Partnership business, the selection of advertising and marketing programs, bookkeeping, supervision of maintenance, approval of invoices, and preparing and filing reports, and maintenance materials and services, only if:

- (a) the performance of any such services and the terms thereof must be approved in writing in advance by more than fifty percent (50%) of the Partners; and
- (b) terms of the contract for the performance of such services must be equal to or better than reasonable market terms for comparable contracts for such services with unrelated third parties.

10.2 Special Agreements. Notwithstanding anything to the contrary herein, it is agreed that:

(a) For so long as he is a Partner and for a period of two (2) years after he ceases to be a Partner, no Partner shall be involved, directly or indirectly, as owner, manager, officer, director, consultant, partner, stockholder, employee, or agent of any other business which competes with the business then being carried on by the Partnership for so long as the Partner owns any interest in the Partnership within a three (3) mile radius of the Facility or any other facilities then being actively operated by the Partnership, without the written consent of all the Partners listed in Schedule "A" as of the date of this Agreement;

(b) Each Partner covenants and agrees with all other Partners and with the Partnership that he shall not, either during the term of his ownership of an interest in the Partnership or at any time thereafter, use for his own benefit or the benefit of any other Person, or to the detriment of the Partnership or any Partner, or disclose to any Persons any proprietary knowledge of or concerning the businesses or affairs of the Partnership; provided, however, that nothing herein shall prohibit any of the

Partners from operating similar businesses as that being conducted by the Partnership provided that the same does not violate the provisions of Section 10.2(a) above or the right of first refusal provisions of Section 15.11 below; and

(c) At no time will any Partner, directly or indirectly, as an individual or on behalf of any Person engage, solicit, entice, urge or otherwise encourage any of the employees of the Partnership to terminate his employment relationship with the Partnership or the General Partners.

ARTICLE XI.

RIGHTS OF THE LIMITED PARTNERS

11.1 Limited Liability of Limited Partners. No Limited Partner shall be liable for any of the losses, debts or obligations of the Partnership, or be required to contribute any capital beyond his initial Capital Contribution; provided, however, that a Limited Partner may be required by the Act to return any or all of that portion of his Capital Contribution which has been distributed to him, with interest, if necessary to meet obligations of the Partnership.

11.2 Rights or Powers. Except as otherwise set forth in this Agreement, no Limited Partner shall have any right or power to take part in the management or control of the Partnership or its business and affairs or to act for or bind the Partnership in any way.

11.3 Voting Rights. Whenever the Limited Partners are entitled, by this Agreement or by the Act, to vote on a particular matter, each Limited Partner (subject to Section 12.8), shall be entitled to cast one vote for each Unit he holds.

ARTICLE XII.

TRANSFER OF PARTNERSHIP INTERESTS

12.1 Transfer of General Partners' Interests.

(a) The General Partner shall at all times own at least a one percent (1%) Interest in the Partnership entitling the General Partners to income, gain, loss, deduction or credit equal to its percentage Interest. The General Partner may, in their sole discretion, sell or assign any or all of its Interest in the

Partnership in excess of the foregoing one percent (1%) limitation without the consent of the Limited Partners.

(b) Subject to the limitations of Section 12.1(a), the General Partner may sell or assign any or all of its interest in the Partnership in excess of the required one percent (1%) interest in the Partnership to one or more persons who shall be admitted to the Partnership as Limited Partners.

12.2 Transfer of Units. Units are transferable only on the books of the Partnership. Subject to the restrictions set forth in Section 12.4, a Limited Partner may transfer any or all of his Units by submitting to the General Partner an executed and acknowledged written instrument of transfer, in form and substance reasonably satisfactory to the General Partner and to the Partnership's counsel, the terms of which are not inconsistent with or contrary to any provisions of this Agreement. In addition, the proposed transferee must represent in writing that he is acquiring the Units for his own account for investment, and not with the intention of resale, fractionalization, or distribution thereof. The Partnership may charge the transferor of Units a fee sufficient to pay actual and reasonable expenses of the Partnership in effecting the transfer.

12.3 Recognition by Partnership of Unit Transfers. In the event a Limited Partner transfers his Units, such transfer shall be recognized by the Partnership for the purpose of allocating Net Profits and Net Losses and any allocable tax credits as of the first day of the calendar month following receipt by the General Partner of a duly executed and acknowledged counterpart of the assigning instrument. All Net Profits and Net Losses and tax credits for the calendar year in which the transfer occurs shall be apportioned between the transferor and the transferee based on the number of calendar months for which each was recognized by the Partnership as the holder of particular Units, without regard to whether such Net Profits and Net Losses and tax credits were actually incurred during any month and without regard to the distributions of Distributable Cash which may have been made to the transferor or to the transferee.

12.4 Limitation Upon Transfer of Units. No holder of Limited Partner Units may transfer, pledge, or otherwise dispose of or encumber any Unit:

(a) if in the opinion of the Partnership's counsel, such transfer or encumbrance would result in the termination of the Partnership within the meaning of Section 708(b) of the Code, or would result in the Partnership becoming taxable as a corporation; or

(b) if such transfer or encumbrance would result in the fractionalization of any whole Units except for a transfer to

a member of the transferor's immediate family (i.e. spouse or lineal descendants), such transfer or encumbrance would result in either the transferor or transferee holding less than one Unit immediately following the transfer (unless the transfer is of all the Units held by the transferor); or

(c) without complying with the following: no Partner may sell, convey, mortgage, lien, pledge hypothecate or otherwise transfer (all of the foregoing being referred to the herein collectively as "Transfer") and Interest in the Partnership to any Person unless and until he has complied with the following provisions:

(i) Transfers which are hereby restricted mean all Transfers, voluntary and involuntary, whether by operation of law or otherwise, during the Transferor's lifetime, but not Transfers by will or other testamentary Transfer.

(ii) The Partnership shall have the right of first refusal to purchase the transferor's Interest upon such terms and in such manner as is hereinafter provided in sub-section (iii). In the event that the Partnership does not choose to exercise its option to so purchase, then and in that event, the other Partners shall succeed to the Partnership's right of first refusal, pro-rata, in such manner as is hereinafter provided in sub-section (iv).

(iii) The proposed transferor Partner may Transfer his Interest in the Partnership to any Person at such price and upon such terms as he may see fit; however, no such Transfer shall be made without giving written notice and an option to the Partnership to purchase said Interest at the same price and upon the same terms as offered to or by the third party.

(iv) In the event that the Partnership does not chose to exercise its right of first refusal within thirty (30) days of receipt of written notice thereof, then the other Partners shall have the right of first refusal, pro-rata, at the same price and upon the same terms offered to or by the third party. If the right of first refusal is exercised either by the Partnership or the other Partners then the closing of the Transfer must take place within fifteen (15) days of the election by the Partnership or the other Partners, as the case may be, of the exercise of their right of first refusal.

(v) In the event neither the Partnership nor the other Partners exercise their respective rights of first refusal as provided in sub-sections (iii) and (iv) above, the proposed transferor Partner shall then have thirty (30) days to effect a Transfer of his Interest to a third party, but only upon such terms and conditions as had been offered to the Partnership and the other Partners. If the Transfer to a third party is not completed within such thirty (30) day period, then the Partnership and the other Partners shall again have the right of first refusal as provided above.

(vi) Notwithstanding anything to the contrary above, a Partner shall have the right to Transfer his Interest to any other Partner upon such terms and conditions as they mutually agree. Further, a Partner shall have the right to Transfer his Interest to (x) immediate family members or (y) one or more trusts for the benefit of immediate family members, or (z) an entity which is owned fifty-one percent (51%) or more by the Transferor Partner. For the purposes of this subparagraph, a "Partner's immediate family members" shall be deemed to be the immediate family members of Allan S. Pomerantz and Mark Palestine and Dr. Eugene Elovic and Eric Zinn and Barak Kedim.

For the purposes of this subparagraph, "Partner's immediate family members" shall be deemed to be the immediate family members of Allan S. Pomerantz and Mark Palestine and Dr. Eugene Elovic and Eric Zinn and Barak Kedim.

A legend shall be placed on any certificate of interest evidencing a Unit or Units setting forth the limitations on resale contained in this Section 12.4. Any transfer, pledge or other disposition of Units made or attempted in contravention of the restrictions of this Section 12.4 is void.

12.5 Admission of Substituted Limited Partners. No transferee of any Units shall have the right to become a Substituted Limited Partner in place of his transferor unless all of the following conditions are satisfied:

(a) The General Partner, in their sole and absolute discretion, has consented in writing to the admission of the assignee as a Substituted Limited Partner;

(b) The fully executed and acknowledged written instrument of transfer which has been submitted to the General Partner deem necessary or desirable to effect such admission, an acceptance and adoption by the transferee of the provisions

of this Agreement and a power of attorney, the form and content of which shall be provided by the General Partner; and

(c) Any transfer fee, referred to in Section 12.2, has been paid in full.

12.6 Unit Holders Who Are Not Limited Partners. A person who is the Holder of one or more Units but who has not been admitted as a Substituted Limited Partner as provided in Section 12.5 shall be entitled only (a) to allocations of Net Profit and Net Losses, and credits as provided in Article VIII, (b) to distributions of Distributable Cash as provided in Article VIII and (c) to transfer his Units as provided in Section 12.2.

12.7 Death of Limited Partner. Within thirty (30) days from the death of a Limited Partner (the "Deceased Limited Partner"), the Personal Representative of the Deceased Limited Partner shall notify the other Partners (the "Remaining Partners") in writing of the appointment as Personal Representative and the Remaining Partners shall proceed as follows:

(a) On the basis of valuation set forth in Section 12.8 hereof and upon payment therefor to the estate of the Deceased Limited Partner, the Personal Representative of the Deceased Limited Partner shall transfer, pro rata, to the Remaining Partners all of the outstanding Units of the Limited Partnership owned by the Deceased Limited Partner.

(b) The Remaining Partners shall pay, pro rata, to the Personal Representative of the Deceased Limited Partner within ninety (90) days after the Personal Representative has been duly appointed in such capacity, the Agreed Value, less any indebtedness owed to the Partnership, such payment to constitute the consideration for the transfer of all of deceased Limited Partner's Units, as provided in this Section 12.7 Paragraph (a), above.

(c) Each Partner may annually purchase life insurance insuring the life of the other Partners, and making the other Partners or their designee the beneficiary of such policy. The proceeds of such insurance will be applied towards the purchase of the Deceased Limited Partner's Units. Should the Remaining Partners, for any reason, not receive the proceeds of such insurance policies on the life of the Deceased for purchase of the Deceased Limited Partner's Units, or if the proceeds of any such life insurance policy shall be insufficient to pay for such Units, as provided for in this Section 12.7, Paragraphs (a) and (b) above, then the balance of said purchase price, not covered by insurance, shall be paid by the Remaining Partners issuing and delivering his or their Promissory Note(s), which Note(s) (the "Note") shall be amortized over a period of four (4) years and payable over

four (4) years in equal quarterly installments of principal and interest from the date of death, together with interest at the rate of eight percent (8%) per annum, or the current adjusted Federal interest rate in effect under Internal Revenue Code Section 1274(d) as of the date of the Note, whichever is greater. Principal and interest on said Note shall be payable commencing with the first calendar quarter subsequent to the date of death of such Limited Partner.

The interest in regard to said indebtedness is to be computed and paid with each installment of principal, on the unpaid balance, and Remaining Partners reserve the right to prepay the entire balance of the indebtedness without any penalty and with interest computed only to the date of said payment.

Any loans from a Deceased Limited Partner to the Partnership shall be payable when due, except for loans payable on demand which shall be payable in the manner set forth in Section 12.7, paragraph (c) above.

(d) At the closing, the Personal Representative of the estate of the Deceased Limited Partner, shall upon receipt of the aforementioned cash and/or Note (as set forth in this Section 12.7, Paragraph (c)), deliver to the Remaining Partners, pro rata, the Units of the Deceased Limited Partner representing his entire interest in the Partnership and such other ancillary documents as shall be required to effect such transfer. The obligation for the purchase by the Remaining Partners and the sale of the entire interest in the Partnership by the Estate of the Deceased Limited Partner shall be mandatory and binding on all parties upon the death of said Partner.

(e) Notwithstanding anything to the contrary contained elsewhere herein, if the heirs and/or beneficiaries of the deceased Limited Partner are immediate family members of the decedent, the heirs and/or beneficiaries may retain the decedent's interest, in the same manner as provided for in Section 12.4(c)(vi) above.

12.8 Valuation of Units. Unless and until changed, as provided for hereinafter, and except as provided for below, it is agreed that for the purpose of this Agreement, the amount to be paid for the Units of a deceased Partner shall be \$20,000.00 per Unit (the "Agreed Value"). This price has been agreed upon by the Partners as representing the fair value of the interest in the good will of the Partnership. The Partners agree to not less than annually, commencing December 31, 1997, redetermine the value of the Partnership and their respective interests therein, and the value so agreed upon shall be endorsed on "Schedule B", attached hereto and made a part of this Agreement, and such endorsement

shall take the following form:

"The undersigned mutually agree on the _____ day of _____, 19____, that for the purpose of this Agreement of Limited Partnership, each Unit has a value of \$_____."

GLOBAL INVESTMENT PROJECTS II, LTD.

General Partner:

**Elite Equity Investors, Inc.
a Florida corporation**

By: _____

Limited Partners:

Mark Palestine

Allan J. Pomerantz

Dr. Eugene Elovic

Eric Zinn

Barak Kedim

If the Partners and the Partnership fail to make a redetermination of value for a particular year, the last previously stipulated value shall control. Nevertheless, if the Partners and the Partnership have not made a redetermination of value within two (2) years prior to the death of a Partner, the value of the Units shall be agreed upon by the Personal Representative of the Estate of the Deceased Limited Partner and the Remaining Partners.

In the event the parties cannot agree upon a valuation within thirty (30) days, the parties may consent, by written stipulation executed by the parties to submit the matter to bonding arbitration as hereinafter provided. The Personal Representative

of the Estate of the Deceased Limited Partner and the Remaining Partners shall each name one (1) arbitrator. If the named arbitrators cannot agree upon the value of the Units within thirty (30) days, the named arbitrators shall appoint an independent arbitrator and the decision of the majority shall be binding upon all parties. The arbitrators chosen by the parties must be certified public accountants.

Notwithstanding the above, in no event shall the valuation of the business be less than the net book value of the Partnership.

12.9 **Withdrawal.** Any Partner may withdraw from the Partnership and either sell all of his Units in the Partnership or purchase the Units owned by the other Partners in the Partnership (the "Initiating Partner") subject to the provisions of this Section under the following terms and conditions:

(a) The Initiating Partner shall send written notice to the other Partners ("Other Partners") of the Partnership setting forth his intention to either purchase all of the Other Partner's Units or sell to the Other Partners, pro rata, all Units owned by the Initiating Partner. Said written notice shall set forth the price per Unit of the Partnership to be purchased or sold and the closing date ("Written Notice"). The purchase price to be paid shall be payable by cashier's check at closing. The Other Partners shall have the right within fifteen (15) days from receipt of said written notice to furnish a written response ("Written Response") to the Initiating Partner, setting forth:

1. The intention by the Other Partners to purchase all of the Units owned by the Initiating Partner, pro rata, at the purchase price per Unit and upon the same terms and conditions as is set forth in the Written Notice; or

2. The Other Partners' intention to sell to the Initiating Partner all of his Units at the purchase price per Unit and upon the same terms and conditions as is set forth in the Written Notice. A failure to respond to the Written Notice by the Other Partners shall be deemed to be an acceptance of the offer as set forth by the Initiating Partner in the Written Notice. The terms and conditions of the sale shall be stated by the Initiating Partner and shall apply whether there is a purchase or sale by the Initiating Partner. The closing of purchase or sale under this Section must take place within forty five (45) days of the Written Notice. Once the provisions of this section are instituted, it is mandatory for the parties to comply.

(b) Notwithstanding the foregoing, the purchase price for the Units may be paid over a period of four (4) years, in the manner set forth in Paragraph 12.7(c) above.

12.10 Right to Vote of Assignor Limited Partner. In the event a vote of the Limited Partners shall be taken pursuant to any provision of this Agreement or of the Act, a Limited Partner, solely for the purpose of determining the number of votes to be cast by him, shall be deemed to be the holder of any Units transferred by him, the transferee of which has not become a Substituted Limited Partner.

ARTICLE XIII.

TERMINATION AND DISSOLUTION

13.1 Termination and Dissolution of the Partnership. The Partnership shall be terminated and dissolved at 5:00 p.m. on December 31, 2050; provided, however, that the Partnership shall be terminated upon the earlier occurrence of any of the following events:

(a) The withdrawal of a General Partner, if no General Partner remains after such withdrawal;

(b) The written consent of the General Partner, and of Limited Partners holding more than 50% of the Units to the termination and dissolution of the Partnership; or

(c) The sale or other disposition of all Partnership property and investments.

13.2 Change of Limited Partners. The Partnership shall not be terminated or dissolved by the withdrawal of any Limited Partner, by the transfer of any Units, or by the admission of a Limited Partner or a Substituted Limited Partner.

13.3 Procedure Upon Termination. In the event the Partnership is terminated, the General Partner, or the person required by law to conclude the Partnership's affairs, shall cause the cancellation of this Agreement, shall conclude the Partnership's affairs, and shall liquidate all of the Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof. Subject to the right of the General Partners to set up such cash reserves as it deems reasonably necessary for any contingent or unforeseen liabilities shall be distributed as follows:

(a) To creditors, in the order of priority as provided by law, except to Limited Partners on account of their capital and except to the General Partner;

(b) To such reserves as the General Partner deem necessary or desirable in order to effectuate the liquidation; and

(c) To Partners in respect to their positive capital account balances.

A Limited Partner may receive, but shall not have the right to demand, property other than cash upon termination and dissolution of the Partnership.

13.4 Return of Capital Investment. Each Limited Partner shall look solely to the assets of the Partnership for all distributions thereto and share of profits or losses thereof, and shall have no recourse therefor (upon dissolution or otherwise) against the General Partners or any other Limited Partner.

13.5 Waiver of Action for Dissolution. Each of the Limited Partners hereby irrevocably waives any right that such Limited Partner may have to cause the termination and dissolution of the Partnership, by court decree or otherwise.

ARTICLE XIV.

REPORTS AND MEETINGS

14.1 Books and Records of the Partnership. The General Partner shall cause the Partnership to keep records and books of account in which shall be entered fully and accurately all transactions and other matters relative to the Partnership's business as are usually entered in records and books of account maintained by persons engaged in business of a like character. All Partners or their representatives shall be entitled to inspect and copy the records of the Partnership at all times during business hours, at the principal office of the Partnership.

14.2 List of Limited Partners. Limited Partners shall be entitled to have mailed to them a list of the names of all Limited Partner upon request. Such list shall also contain the respective addresses and the number of Units held by each Limited Partner. No Limited Partner shall have any right to sell or disclose such list to any other person, or to use such list for commercial purposes unrelated to the operation of the Partnership.

14.3 Financial Reports. Within a reasonable period after the end of each fiscal year, each Partner shall have the right to be furnished, upon request, with an annual report containing the compiled financial statements of the Partnership. Tax information shall be provided to the Limited Partners within a reasonable period of time after the end of each year.

14.4 Fiscal Year and Accounting Method. Subject to the

right of the General Partner to elect otherwise at any time, the fiscal year of the Partnership shall begin with the first day in January and end on the thirty-first day of December in each calendar year. The first accounting year of the Partnership shall end on December 31, 1996. The books of the Partnership shall be kept on the method of accounting for federal income tax purposes as the General Partner may in their sole discretion elect from time to time.

14.5 Meetings. Meetings of the Limited Partners, for any purpose, may be called by the General Partner, and a meeting shall be called by the General Partner upon receipt of a request in writing signed by Limited Partners holding a fifty percent (50%) or more of the Units then outstanding. Such request shall state the purpose of the proposed meeting and the business to be transacted. Such meeting shall be held at the principal office of the Partnership, or at such other place as may be designated by the General Partner. Notice of any such meeting shall be delivered to all Partners in the manner prescribed in Section 14.8 within ten (10) days after receipt of such request and no fewer than ten (10) days nor more than fifty (50) days before the date of such meeting. The notice shall state the purpose or purposes of the meeting. If a meeting is adjourned to another time or place, and if any announcement of the adjournment of time and place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. At each meeting of Limited Partners, the Limited Partners present or represented by proxy shall elect such officers and adopt such rules for the conduct of such meeting as they shall deem appropriate. Upon receipt of a request in writing signed by Limited Partners holding fifty percent (50%) or more of the Units then outstanding, the General Partner shall submit any matter upon which the Limited Partners are entitled to act to the Limited Partners for a vote by written consent without a meeting.

14.6 Quorum. The presence in person or by proxy of Limited Partners holding more than 50% of the Units then outstanding shall constitute a quorum at all meetings of the Limited Partners; provided, however, that if there be no such quorum, Limited Partners holding more than 50% of the Units represented (or their proxies) may adjourn the meeting from time to time without further notice, until a quorum shall have been obtained.

14.7 Proxies. Each Limited Partner may authorize any person or persons to act for him by proxy in all matters in which a Limited Partner is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partners or his attorney-in-fact (other than a General Partner). No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be deemed at the pleasure of the Limited Partner executing it.

14.8 Notices. Any notice required or permitted to be given by a provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes if:

(a) it is delivered personally to the party or to an officer of the party to whom the same is directed; or

(b) whether or not the same is actually received, it is deposited in the United States mail, registered or certified mail, postage and charges prepaid, properly addressed (1) if to a General Partner, to its address set forth in Section 4.2 or to such other address as the General Partner may from time to time specify by written notice to the Partners, and (2) if to a Limited Partner, to such Limited Partner's address set forth in Section 4.2 of this Agreement or to such other address as such Limited Partner may from time to time specify by written notice to the General Partners.

Any such notice shall be deemed to be received as of the date delivered, if delivered personally, or as of the mailing date shown on the return receipt, if mailed. Any such notice may at any time be waived by the person entitled to receive such notice. No notice of the time, place or purpose of any meeting of Limited Partners need be given to any Limited Partner who attends in person or is represented by proxy (except when the Limited Partner attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened), or to any Limited Partner entitled to such notice who, in a writing, executed and filed with the records of the meeting, either before or after the time thereof, waives such notice.

ARTICLE XV.

MISCELLANEOUS

15.1 Captions. Section headings and other captions contained in the Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

15.2 Severability. Every Provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

15.3 Governing Law. This Agreement and the rights of the Partners shall be governed by and construed or enforced in accordance with the laws of the State of Florida, and the Act, as now in effect, shall govern and supersede any provision of this Agreement which would otherwise be in violation of the Act.

15.4 Waiver of Action for Partition. Each of the Partners irrevocably waives, during the term of the Partnership and during the period of its liquidation following and dissolution, any right that such Partner may have to maintain any action for partition with respect to any of the assets of the Partnership.

15.5 Counterparts. This Agreement may be executed in several Counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

15.6 Parties in Interest. Each and every covenant, term, provision and agreement herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

15.7 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

15.8 Arbitration. Any dispute or controversy arising out of or in relation to this Agreement, but not relating to any other agreement entered into by or made for the benefit of the Partnership, shall be determined and settled by arbitration in the offices of the American Arbitration Association closest to the Facility, in accordance with the Commercial Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and legal counsel. Whenever any action is required to be taken under this Agreement within a specified period of time and the taking of such action is materially affected by a matter submitted to arbitration, such period shall automatically be extended by the number of days plus ten that are taken for the determination of that matter by the arbitrator.

15.9 Attorney's Representation. The parties acknowledge that the law firm of Altman, Shnider & Feren, P.A. represents the Partnership, and each of the Parties acknowledge that they have been advised to seek independent legal counsel. It being further agreed that the preparation of this agreement shall not in and of itself prevent the said law firm from representing "Palestine" or "Pomerantz" in the future, either in actions or matters not involving the partnership, or in actions between them and other partners in the partnership.

15.10 Non-competition. With the exception of the current "ELITE CAR WASH & DETAILING" located in the Sawgrass Mills Center, Sunrise Blvd., Sunrise, FL, it is agreed that none of the parties to this agreement, either directly or indirectly shall operate a car wash type operation within 3 miles of the current or any future car wash location owned by the Partnership for a period of five (5) years after disposing of their partnership interest.

15.11 Future Locations. Should during the term of this agreement, any of the parties to this agreement, either directly or indirectly, acquire an interest as owner or operator of a car wash type of business operation, they shall offer a "first right of refusal" on said business operation, including if applicable ownership of the lands and building upon which car wash is situate, to the "Partnership". The parties hereto shall negotiate and enter into a separate agreement as to this provision as soon as reasonably possible.

15.12 Employment Agreement. It is anticipated that BARAK KEDIM shall act as manager of the car wash location to be constructed upon the property described elsewhere herein. The parties hereto shall negotiate a separate "employment agreement" defining the terms and obligations, including salary, benefits, hours, etc. of BARAK KEDIM as manager.

ARTICLE XVI.

AMENDMENTS

16.1 Amendments. The General Partner may and, at the request of the Limited Partners holding more than 50% of the Units then outstanding must, submit to the Partners, in writing by registered or certified mail, the text of any proposed amendment to this Agreement and a statement by the proposer of the purpose of any such amendment. The General Partner shall include in any submission its view as to the proposed amendment. Any such amendment shall be adopted if, within 90 days after the mailing of such amendment to all Partners, the General Partner shall have received written approval (including telegraph or telefax message) thereof from Limited Partners holding more than 50% of the Units then outstanding and from the General Partner. A written approval may not be withdrawn or voided once it is filed with the General Partner. A Partner filing a written objection may thereafter file a valid written approval. The date of adoption of an amendment pursuant to this Article XVI shall be the date on which the General Partner shall have received the requisite written approvals. Any proposed amendment which is not adopted, any written approval received with respect thereto shall be void and shall not be effective with respect to any resubmission of the proposed amendment.

16.2 Amendments by General Partner. In addition to any

amendments otherwise authorized herein, this Agreement may be amended from time to time by the General Partner without the further consent of any of the Limited Partners:

(a) to add to the representations, duties or obligations of the General Partner or surrender any right of power granted to the General Partner herein, for the benefit of the Limited Partners; or

(b) to cure any ambiguity, to correct or supplement any provisions herein which may be consistent with any other provisions herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; provided, however, that no amendment may be executed pursuant to this Section 16.2 unless the adoption thereof is for the benefit of or not adverse to the interests of the Limited Partners.

16.3 Amendments Requiring Consent of All Partners.

Notwithstanding the foregoing provisions of this Article XVI, no amendment, without the prior written approval of all Partners to be adversely affected by the amendment, may (a) enlarge the obligations of any Partner under this Agreement, (b) enlarge the liability of the General Partner to the Limited Partners, except as permitted pursuant to Section 16.2, (c) amend this Article XVI, (d) alter the interest of a Partner in Net Profits and Net Losses, ~~tax~~ credits, Distributable Cash except as the result of issuance of additional Units or repurchase of outstanding Units or (e) alter the Partnership in such manner as will result in the Partnership no longer being classified as a Partnership for federal income ~~tax~~ purposes.

8/1/96
CO

IN WITNESS WHEREOF, this Agreement of Limited Partnership has been executed and sworn to as of the date first above written.

"GENERAL PARTNER" 8910000093483

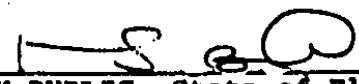
ELITE EQUITY INVESTORS, INC.,
a Florida corporation

By: Mark PALESTINE
Its: President
Date: 8/3/96

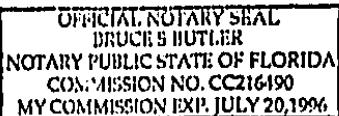
*whose address is 12150 NW 10 St., Coral Springs, FL 33071, which is its Principal place of business and mailing address.

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9
day of October, 1996, by ELITE EQUITY INVESTORS, INC., a Florida
corporation, on behalf of the corporation who did (did not) take an
oath.


NOTARY PUBLIC, State of Florida

My commission expires:



Personally Known
 Produced Identification
 Type of Identification

95 DEC-5 FM 12 13
SEARCHED INDEXED SERIALIZED FILED
NOTARY PUBLIC STATE OF FLORIDA
TALLAHASSEE, FLORIDA

FILED

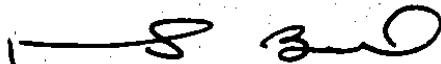
"LIMITED PARTNERS"

"PALESTINE"

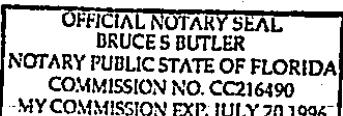
By: Mark Palestine
Date: 10/9/96

STATE OF FLORIDA
COUNTY OF Broward

This foregoing instrument was acknowledged before me this 9
day of October, 1996, by MARK PALESTINE who did (did not)
take an oath.


NOTARY PUBLIC, State of Florida

My commission expires:



Personally Known
 Produced Identification
 Type of Identification

"POMERANTZ"

By: Allan J. Pomerantz
Date: 10/2/96

STATE OF FLORIDA
COUNTY OF Broward

This foregoing instrument was acknowledged before me this 9
day of October, 1996, by ALLAN J. POMERANTZ who did (did not)
take an oath.

15 8
NOTARY PUBLIC, State of Florida

My commission expires:

OFFICIAL NOTARY SEAL
BRUCE S BUTLER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC21690
MY COMMISSION EXP. JULY 20, 1996

Personally Known
 Produced Identification
 Type of Identification

96 DEC -5 FILED
TALLAHASSEE
NOTARY PUBLIC
STATE OF FLORIDA
10/2/96

"ELOVIC"
By: EUGENE ELOVIC, Trustee
Date: 10/2/96

STATE OF FLORIDA
COUNTY OF Dade

This foregoing instrument was acknowledged before me this 2
day of Oct., 1996, by EUGENE ELOVIC, who did (did not)
take an oath.

EW
NOTARY PUBLIC, State of Florida

My commission expires:

Personally Known.
 Produced Identification
 Type of Identification

OFFICIAL NOTARY SEAL
DONALD J. KAHN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC402185
MY COMMISSION EXP. AUG. 21, 1998

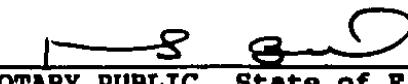
"E. ZINN"

By: ERIC ZINN

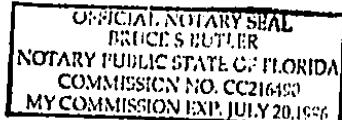
Date: 10.9.96

STATE OF FLORIDA
COUNTY OF Broward

This foregoing instrument was acknowledged before me this 9 day of October, 1996, by ERIC ZINN, who did (did not) take an oath.


NOTARY PUBLIC, State of Florida

My commission expires:



Personally Known.
 Produced Identification
Type of Identification

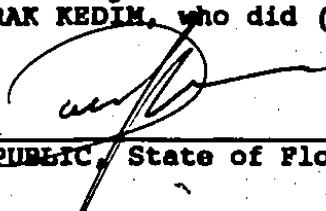
SEARCHED
INDEXED
SERIALIZED
FILED
96 OCT 15 PM 12:03
NOTARY PUBLIC, STATE OF FLORIDA
FILED

"KEDIM"

By: BARAK KEDIM
Date: _____

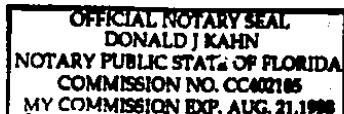
STATE OF FLORIDA Dade
COUNTY OF _____

This foregoing instrument was acknowledged before me this 2 day of Oct, 1996, by BARAK KEDIM, who did (did not) take an oath.


NOTARY PUBLIC, State of Florida

My commission expires:

Personally Known
 Produced Identification
Type of Identification



Schedule "A"
TO GLOBAL INVESTMENT PROJECTS, II, LTD.
AGREEMENT OF LIMITED PARTNERSHIP

<u>Partner Name/Address</u>	<u>Partner Capital Contributions</u>	<u>Partnership Units</u>
ELITE EQUITY INVESTORS, PARTNERS, INC.	\$100	1
MARK PALESTINE 12150 NW 10th Street Coral Springs, Fl. 33071	—	24.75
ALLAN S. POMERANTZ C/O A & J Construction Corporation 3333 W. Commercial Blvd. Suite 202 Ft. Lauderdale, Fl. 33309	—	24.75
EUGENE ELOVIC as Trustee of the Dr. Eugene Elovic Restated Revocable Living Trust dated March 20, 1996 5500 Collins Ave. Miami Beach, FL	—	12.375
ERIC ZINN c/o 2000 Island Blvd., #2910 Williams Island, Adventura, FL 33160	—	12.375
BARAK KEDIM c/o 2000 Island Blvd., #2910 Williams Island Adventura, FL 33160	—	24.75

FILED

96 DEC -5 FL12:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

General Partner:

Elite Equity Investors, Inc., a
Florida corporation

By: Mark Palestine
Its: Manager

Limited Partners:

MARK PALETTINE

ALLAN J. POMERANTE

EUGENE ELOVIC, Trustee

Eric Zinn
ERIC ZINN

BARAK KEDEM

FILED

95 DEC -5 PM 12:03

SECOND DISTRICT STATE
TALLAHASSEE, FLORIDA

Schedule "B"
TO GLOBAL INVESTMENT PROJECTS II, LTD.
AGREEMENT OF LIMITED PARTNERSHIP

"The undersigned mutually agree on this _____ day of _____, 1996, that for the purpose of this Agreement of Limited Partnership, each Unit has a value of \$_____."

GLOBAL INVESTMENT
PROJECTS II, LTD.

General Partner:

Elite Equity Investors,
Inc., a Florida
corporation

By: Mark Palestine *Mark Palestine*

Limited Partners:

MARK PALESTINE *Mark Palestine*

ALLAN J. PONRANTZ *Allan J. Ponrantz*

EUGENE ELOVIC, Trustee *Eugene Elovic*

ERIC ZINN *Eric Zinn*

BARAK KEDEM *Barak Kedem*

F:\....\Global\Partner.3
October 1, 1996

**AFFIDAVIT GIVEN AS TO FLORIDA STATUTE 620.108
AS TO AMOUNT OF MONEY OR OTHER ASSETS**

STATE OF FLORIDA

80

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared MARK PALESTINE, to me well known, and who, after being by me first duly sworn, deposes and states that:

1. Your Affiant, MARK PALESTINE, is the President of ELITE EQUITY INVESTORS, INC., a Florida Corporation, which is the General Partner of GLOBAL INVESTMENT PROJECTS II, LTD., a Florida Limited Partnership.

2. Your Affiant, **MARK PALESTINE**, knows of his own personal knowledge that the value of the amount of money or other things of value contributed to date or to be contributed within the foreseeable future by the Parties to the Limited Partnership of **GLOBAL INVESTMENT PROJECTS-II, LTD.**, is Five Thousand and no/100 (\$5,000.00) Dollars.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

5H 12: 03
STATE
FLORIDA

MARK PALESTINE

The foregoing instrument was acknowledged before me this 26 day of October, 1996 by MARK PALESTINE, who is personally known to me or has produced POSSIBLY KNOWN as identification.



My Commission Expires:

This instrument prepared by:
Ronald E. Shnider, Esq.
Altman, Shnider & Feren, P.A.
7770 W. Oakland Pk Blvd. #100
Sunrise, Florida 33351