

FILED  
In the Office of the  
Secretary of State of Texas

JUN 3 1985

Clerk III-J  
Corporations Section

AN AGREEMENT AND CERTIFICATE  
OF LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership pursuant to the Texas Uniform Limited Partnership Act, Article 6132a of the Revised Civil Statutes of the State of Texas, certify as follows:

1. The name of the Partnership is 17.2, Ltd.
2. The character of business of the partnership is acquiring for investment, owning, and otherwise dealing with real estate located in Harris County, Texas, more specifically being 17.2 acres of land located at the intersection of Highway 90 and Runneberg. Said land to be purchased for \$447,220.00 with \$154,719.00 as down payment and the balance of \$292,481.00 to be paid annually in the amount of \$51,766.21 including interest at the rate of 12% per annum.
3. The location of the principal place of business of the Partnership is 10409 Town & Country Way, #100, Houston, Texas 77024, Harris County, Texas or such other place as the General Partner may from time to time designate.

4. The name and place of residence of the General Partner is:

W. A. Komlos, 12633 Memorial Dr. #78, Houston, TX 77024

The general partner shall have full right and authority to carry on the affairs and management of the Partnership in his sole discretion including hypothecation, sale and contract to sell.

The name and place of residence of each Limited Partner is:

Antonio Chedraui	10409 Town & Country Way, Houston, TX 77024
Flaco Corp.	10409 Town & Country Way, Houston, TX 77024
Jose Slim	10409 Town & Country Way, Houston, TX 77024
Carlos Pascual	10409 Town & Country Way, Houston, TX 77024
Michel Khoury	10409 Town & Country Way, Houston, TX 77024

5. The term for which the Partnership to exist shall commence on the date of the Partnership Agreement, April 30, 1985 and shall continue until close of business on April 30, 2005, unless sooner terminated pursuant to the Partnership Agreement.
6. The following Limited Partners have agreed to make the following contributions of cash:

Antonio Chedraui	\$80,000.00
Flaco Corp.	\$32,000.00
Jose Slim	\$16,000.00
Carlos Pascual	\$16,000.00
Michel Khoury	\$16,000.00

The above contributions shall be made at the inception of this agreement. Additional annual contributions shall be made in order to make the annual payment of \$51,766.21. Each Limited Partner shall pay a percentage of the \$51,766.21 annual payment that is equal to the same percentage of his share of the profits as set out in paragraph 8. Further each Limited Partner shall pay a percentage of all real estate taxes and future assessments, if any, that is equal to the same percentage of his share of the profits as set out in paragraph 8. The failure of a Limited Partner to meet his annual

contribution within 30 days after the request has been posted in the mail shall result in forfeiture of his Partnership Interest. Said interest and annual payment requirement remaining Limited Partners in an amount equal to the remaining Limited Partners Interest as set out under paragraph 8.

7. The contribution of each Limited Partner is to be returned to him on dissolution of the Partnership, or at any earlier time in the discretion of the General Partner.
8. The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is:
 

Antonio Chedraui	50%
Flaco Corp.	20%
Jose Slim	10%
Carlos Pascual	10%
Michel Khoury	10%
9. A Limited Partner has the right to substitute an assignee of his Partnership interest as a contributor in his place only after offering his interest to the other Limited Partners on the same terms offered by the assignee.
10. The Partners have the right to admit additional Limited Partners with the written consent of the General and Limited Partners.
11. On the death, retirement, or insanity of the General Partner, the Limited Partners may continue the business of the Partnership by purchasing the interest, if any, of such deceased, retired or insane General Partner in the Partnership and appointing another General Partner.
12. On dissolution of the Partnership each Limited Partner may demand and receive in return for his contribution, other than cash an undivided interest in the 17.2 acres as described herein.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of April, 1985.

GENERAL PARTNER

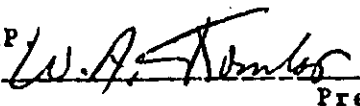
Ed. A. [Signature]

LIMITED PARTNERS



\_\_\_\_\_  
ANTONIO CHEDRAUI

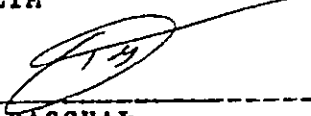
FLACO CORP  
By: \_\_\_\_\_



\_\_\_\_\_  
President



\_\_\_\_\_  
JOSE SLIM



\_\_\_\_\_  
CARLOS PASCUAL



\_\_\_\_\_  
MICHEL KHOURY

State of Texas

County of Harris

I, Judith Noeman, a Notary Public, do hereby certify that on this 24<sup>th</sup> day of May, 1985, personally appeared before me W. A. Komlos, Gen. Part., and known to me to be the persons whose names are subscribed to the foregoing instrument, and swore and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed and that the statements contained therein are true and correct.

Judith Noeman  
Notary Public in and for  
Harris County, Texas

State of Texas

County of Harris

I, Judith Noeman, a Notary Public, do hereby certify that on this 24<sup>th</sup> day of May, 1985, personally appeared before me Antonio Chelavici, and known to me to be the persons whose names are subscribed to the foregoing instrument, and swore and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed and that the statements contained therein are true and correct.

Judith Noeman  
Notary Public in and for  
Harris County, Texas

State of Texas

County of Harris

I, Judith Neuman, a Notary Public, do hereby certify that on this 24<sup>th</sup> day of May, 1985, personally appeared before me W. D. Kowles, Floor President, and known to me to be the persons whose names are subscribed to the foregoing instrument, and swore and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed and that the statements contained therein are true and correct.

Judith Neuman  
Notary Public in and for  
Harris County, Texas

State of Texas

County of Harris

I, Judith Neuman, a Notary Public, do hereby certify that on this 24<sup>th</sup> day of May, 1985, personally appeared before me Jose Slim, and known to me to be the persons whose names are subscribed to the foregoing instrument, and swore and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed and that the statements contained therein are true and correct.

Judith Neuman  
Notary Public in and for  
Harris County, Texas

State of Texas

County of Harris

I, Judith Norman a Notary Public, do hereby certify that on this 24<sup>th</sup> day of May, 1985, personally appeared before me Carlos Pascual, and known to me to be the persons whose names are subscribed to the foregoing instrument, and swore and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed and that the statements contained therein are true and correct.

Judith Norman  
Notary Public in and for  
Harris County, Texas

State of Texas

County of Harris

I, Judith Norman, a Notary Public, do hereby certify that on this 24<sup>th</sup> day of May, 1985, personally appeared before me Michel Henry, and known to me to be the persons whose names are subscribed to the foregoing instrument, and swore and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed and that the statements contained therein are true and correct.

Judith Norman  
Notary Public in and for  
Harris County, Texas