

CAUSE NO. _____

DALLAS COUNTY, TEXAS

PAGE – 1

2. Plaintiff DOCE is a Texas limited partnership whose principal office is located in Dallas County, Texas

3. Plaintiff MICO 44 is a Texas limited partnership whose principal office is located in Dallas, Texas.

4. Defendant MICOMIGUEL is a Texas limited liability company whose principal office is located at 5944 Luther Lane, Suite 950, Dallas, Dallas County, Texas 7225 and may be served by and through its registered agent Mr. W. “Trey” R. Dyer, III at 8350 North Central Expressway, Suite 800, Dallas, Texas 75206.

5. Defendant MICO GP is a Texas limited liability company whose principal office is located at 3131 Maple Avenue, Apartment 4G, Dallas, Texas 75201, and may be served by and through its registered agent Michael Rodriguez at 3131 Maple Avenue, #10B, Dallas, Texas 75201 or wherever else he may be found.

6. Defendant MICO GROUP is a Texas limited liability company whose principal office is located at 5944 Luther Lane, Suite 950, Dallas, Texas 75225, and may be served by and through its registered agent Michael Rodriguez at 3131 Maple Avenue, #10B, Dallas, Texas 75201 or wherever else he may be found.

7. Defendant M. RODRIGUEZ is an individual who may be served at Terrace House, 3131 Maple Avenue, Apartment 4G, Dallas, Dallas County, Texas 75201 or wherever else he may be found.

8. Defendant B. RODRIGUEZ is an individual who may be served at 3131 Maple Avenue, Apartment 4G, Dallas, Dallas County, Texas 75201 or wherever else she may be found.

9. Defendant C. RODRIGUEZ is an individual who may be served at 3131 Maple Avenue, Apartment 4G, Dallas, Dallas County, Texas 75201 or wherever else she may be found.

II. SUMMARY OF CASE

10. M. RODRIGUEZ has an addictive personality, once addicted to food, then alcohol, and now gambling and theft. Upon information and belief, M. RODRIGUEZ's addiction to gambling probably led to his need to steal from others to feed his addiction.

11. After initially being caught stealing by investors, he relinquished his interest in a number of restaurants, but begged to be allowed to continue to manage MICO so that he could continue to "pay his bills." Despite investors graciously allowing him to continue to manage MICO, RODRIGUEZ's gambling addiction was too strong for him to overcome, and RODRIQUEZ went back to pilfering partnership funds to support his gambling addiction.

12. M. RODRIGUEZ's modus operandi is to use MICOMIGUEL, MICO GP, and/or MICO GROUP to act as a general partner for limited partnerships through which he coaxes investors to part with their money in order to invest in a restaurant to be operated by M. RODRIGUEZ. After receiving the investment money, M. RODRIGUEZ simply pilfers the till of the restaurant to the detriment and injury of the investors, and to his and his wife's (C. RODRIGUEZ) and daughter's (B. RODRIGUEZ) benefit.

III. DISCOVERY, VENUE, AND JURISDICTION

13. Plaintiffs intend to conduct discovery in this matter under Discovery Level 2 pursuant to Rule 190.3 of the TEXAS RULES OF CIVIL PROCEDURE.

14. Venue is proper pursuant to TEXAS CIVIL PRACTICES AND REMEDIES CODE §15.002 because: (1) all or substantially all of the acts and/or omissions giving rise to Plaintiffs' causes of action occurred and/or accrued in Dallas County, Texas; and (2) Defendant MICOMIGUEL's principal place of business is located in Dallas County, Texas.

15. Plaintiffs seek recovery of an amount in excess of the minimum jurisdiction of this Court, and therefore, this Court has jurisdiction over this lawsuit.

16. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiffs seek monetary relief of more than \$1,000,000.00 and non-monetary relief.

IV. FACTUAL BACKGROUND

THE FORMATION OF THE FIRST RESTAURANT

17. On or about September 19, 2011, MICO 1 was formed for the purpose of, at least in part, operating a restaurant located at 4444 McKinney Avenue, Dallas, Texas 75205 eventually operating under the name of “Doce Mesas” (the “Mico 1 Restaurant”).

18. The original general partner of MICO 1 was Defendant MICOMIGUEL whose managing member is Defendant RODRIGUEZ.

19. The limited partners of MICO 1 executed agreements of Limited Partnership of MICO 1 by which they consented to the terms of the Agreement of Limited Partnership of MICO 1 (the “Mico 1 Partnership Agreement”). A true and correct copy of said Mico 1 Partnership Agreement is attached hereto as “Exhibit 1,” and is incorporated by reference as if fully set forth herein.

20. Upon information and belief, MICOMIGUEL did not execute an agreement of Limited Partnership of MICO 1 or the Partnership Agreement until August 21, 2025.

21. MICOMIGUEL was the initial general partner of MICO 1.

THE FORMATION OF THE SECOND RESTAURANT

22. On February 5, 2022, MICO 44 was formed for the purpose of operating a restaurant located at 9810 North Central Expressway, Dallas, Texas operating under the name of “Doce Mesas” (the “Mico 2 Restaurant”).

23. The partners of MICO 44, LP executed agreements of limited partnership of MICO 44, LP or the Agreement of Limited Partnership of MICO 44, LP by which they consented to the terms of the Agreement of Limited Partnership of MICO 44 LP (the “Mico 44 Partnership Agreement”). A true and correct copy of said Mico 44 Partnership Agreement is attached hereto as “Exhibit 2,” and is incorporated by reference as if fully set forth herein.

24. MICO GP was the initial general partner of MICO 44, LP.

THE FORMATION OF THE THIRD RESTAURANT

25. On or about February 9, 2023, DOCE was formed for the purposes of operating a restaurant located at 3007 Maple Avenue, Dallas, Texas 75201 under the name “Doce Mesas” (the “Mico 3 Restaurant”).

26. The partners of DOCE executed agreements of limited partnership of DOCE TERRACE, LP or the Agreement of Limited Partnership of DOCE TERRACE, LP by which they consented to the terms of the Agreement of Limited Partnership of DOCE TERRACE, LP (the “Doce Partnership Agreement”). A true and correct copy of said Doce Partnership Agreement is attached hereto as “Exhibit 3,” and is incorporated by reference as if fully set forth herein.

27. MICO GROUP was the general partner of DOCE at the time in question.

MICO’S THEFT OF PARTNERSHIP FUNDS IF PARTIALLY DISCOVERED

28. During the construction of the Mico 3 Restaurant, the general contractor discontinued work due to lack of payment. When M. RODRIGUEZ was confronted with the general contractor’s allegations of non-payment, M. RODRIGUEZ initially denied the allegations and fabricated documents in an attempt to persuade limited partners in DOCE that the general contractor was lying. Eventually, M. RODRIGUEZ admitted that he had stolen money

from MICO 44 and DOCE, but he represented that he had only taken \$750,000 from DOCE and MICO 44.

29. After M. RODRIGUEZ admitted he had pilfered \$750,000, acting by and through, MICO GP and DOCE GP, M. RODRIGUEZ caused: (a) MICOMIGUEL to transfer its 19% partnership interest in MICO 44 to non-party Jeff Coleman; (b) MICO GP to transfer its 1% general partnership interest in MICO 44 to non-party Jeff Coleman; (c) MICO GP to resign as the general partner of MICO 44; (d) MICO GROUP to resign as the general partner of DOCE; (e) MICO Eleven, LLC to transfer its 19% partnership interest in DOCE to non-party Jeff Coleman; and (f) agreed to pay a note in the amount of \$325,000 (the “Note”), which non-party Jeff Coleman obtained to pay for equipment and other materials for use at DOCE. A true and correct copy of the documents evidencing these transfers and resignations (the “Transfer Documents”) are attached hereto as “Exhibit 4,” and are incorporated by reference as if fully set forth herein. M. RODRIGUEZ has failed to make payments under the Note as he promised.

30. After MICO GROUP resigned as the general partner of DOCE and MICO GP resigned as the general partner of MICO 44, non-party GLOWING STARS, LLC became the general partner of MICO 44 and DOCE.

31. Despite an initial demand that M. RODRIGUEZ cause MICOMIGUEL to resign as the general partner of MICO 1, M. RODRIGUEZ pleaded with the limited partners of MICO 1 that he be allowed to continue to operate MICO 1 because he had learned his lesson and would not pilfer any more partnership funds.

M. RODRIGUEZ FAILS TO CHANGE HIS THIEVING WAYS

32. Despite the Mico 2 Restaurant and Mico 3 Restaurant (under the management of Glowing Stars, LLC) and each turning a profit and generating at about as much revenue as the

Mico 1 Restaurant, the Mico 1 Restaurant being operated by M. RODRIGUEZ by and through MICOMIGUEL was substantially less profitable.

33. Moreover, despite the obligation found in the Mico 1 Partnership Agreement to make distributions to the limited partners in proportion to their sharing ratio, M. RODRIGUEZ caused MICOMIGUEL to make distributions to some limited partners but not all the limited partners in accordance with the Mico 1 Partnership Agreement.

34. M. RODRIGUEZ, acting by and through MICOMIGUEL, engaged in rampant nepotism at the Mico 1 Restaurant, hiring his daughter to provide “marketing” for the Mico Restaurant and paying her an exorbitant salary when compared to her efforts to market the Mico Restaurant.

35. Some of the limited partners of MICO 1 became concerned that the profits of the Mico 1 Restaurant were being pilfered by M. RODRIGUEZ, acting by and through MICOMIGUEL, to pay for M. RODRIGUEZ’s uncontrolled gambling addiction and requested the books and records of MICO 1 from M. RODRIGUEZ, including, but not limited to, not less than 2 years of bank statements.

36. M. RODRIGUEZ initially caused MICOMIGUEL to provide the some of the limited partners with 13 months of bank statements but no other financial records of MICO 1. However, the 13 months of bank statements evidenced a staggering amount of theft by M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ to the detriment of MICO 1.

37. After reviewing only 13 months of bank statements from MICO 1, it was discovered that M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ embezzled approximately \$945,410.05 from MICO 1.

38. While reviewing the bank statements from MICO 1, the bank records of MICO 44 and DOCE were also reviewed to determine the amount of money M. RODRIGUEZ pilfered from those partnerships as well.

39. It was discovered that M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ embezzled approximately \$859,252.37 from MICO 44, and approximately \$1,499,862.75 from DOCE.

REMOVAL OF MICOMIGUEL AS GENERAL PARTNER OF MICO 1

40. In October of 2025, acting in accordance with the Mico 1 Partnership Agreement, the limited partners of MICO 1 voted to: (a) remove MICOMIGUEL as the general partner of MICO 1; (b) continue the business of MICO 1; and (c) appoint GLOWING STARS, LLC as the general partner of MICO 1. A true and correct copy of the ballots evidencing the votes of the limited partners (the “Ballots”) is attached hereto as “Exhibit 5,” and is incorporated by reference as if fully set forth herein.

41. Upon receiving the required percentage of votes to accomplish the removal of MICOMIGUEL as the general partner of MICO 1, counsel for MICO 1 informed counsel for M. RODRIGUEZ that MICOMIGUEL had been removed as the general partner of MICO 1 and inquired as to whether M. RODRIGUEZ would amicably participate in the transition to GLOWING STARS, LLC being the new general partner.

42. Counsel for M. RODRIGUEZ’s response was to threaten filing a lawsuit against two limited partners for “co-mingling funds” between MICO 1, DOCE, and/or MICO 44 (despite the fact that M. RODRIGUEZ had control of those partnerships’ accounts by and through his control of their respective general partners) (the “E-mail Threat”). A true and correct copy of

said E-mail Threat is attached hereto as “Exhibit 6,” and is incorporated by reference as if fully set forth herein.

MICO 1’S APPLICATION FOR TEMPORARY RESTRAINING ORDER

43. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs incorporate the matters set forth in paragraphs 10 – 12, 17 – 21, and 28 – 42 herein *supra* as if fully set forth herein.

44. The purpose of a temporary injunction is to preserve the status quo of the subject matter of the litigation until a trial on the merits. *Clint ISD v. Marquez*, 487 S.W.3d 538, 555 (Tex. 2016). The status quo is the last actual, peaceable, non-contested status that preceded the controversy. *In re Newton*, 146 S.W.3d 648, 651 (Tex. 2004).

45. M. RODRIGUEZ and MICOMIGUEL’s failure and/or refusal to cooperate in the transition of MICOMIGUEL being removed as a general partner and GLOWING STARS LLC being installed as a general partner of MICO 1 (the “Transition”) will MICO 1 to suffer irreparable harm for which there is no adequate remedy at law.

46. Previously, due to M. RODRIGUEZ and MICOMIGUEL’s refusal to cooperate in turning over bank records, MICO 1’s bank accounts at Frost Bank were frozen. A true and correct copy of an email from Mr. Clement George at Frost Bank who indicated that MICO’s accounts are being frozen due to RODRIGUEZ and/or MICOMIGUEL fighting MICOMIGUEL’s removal as a general partner of MICO 1 is attached hereto as “Exhibit 7” (the “Frost Bank Email”), and is incorporated by reference as if fully set forth herein.

47. M. RODRIGUEZ and MICOMIGUEL’s refusal to cooperate in the Transition may not only cause MICO 1’s bank accounts to be frozen, but may result in the closure of the

Mico 1 Restaurant as GLOWING STARS, LLC will not have access to MICO 1's bank accounts to pay for supplies and payroll for the employees of MICO 1.

48. In the event the Mico 1 Restaurant is closed, MICO 1 will suffer immediate and irreparable harm due to its loss of good will and reputation with its patrons for which there is no adequate remedy at law.

49. If MICO 1 is unable to pay its payroll obligations, MICO 1 will lose portions, if not all, of its current employees, and without employees MICO 1 will not be able to continue operating the Mico 1 Restaurant. If MICO 1 is not able to operate the Mico 1 Restaurant, its good will and customer loyalty will suffer damages that are difficult, if not impossible, to calculate, and for which there is no adequate remedy at law.

50. MICO 1 requests the Court enter a temporary restraining order enjoining M. RODRIGUEZ, B. RODRIGUEZ, C. RODRIGUEZ and/or MICOMIGUEL from: (a) taking any further actions on behalf of MICO 1; (b) taking any action to impede the transition of GLOWING STARS, LLC as the new general partner of MICO 1; (c) transferring, spending, or otherwise disbursing any funds from any account into which funds from the operation of MICO 1 have been deposited; (d) taking any actions that would cause and/or may cause the disruption of the business operations of MICO 1; (e) taking any actions that may interfere with the day-to-day business operations of MICO 1; and (f) removing property from the Mico 1 Restaurant and/or property belonging to MICO 1.

51. MICO 1 requests the Court enter a temporary restraining order compelling M. RODRIGUEZ, B. RODRIGUEZ, C. RODRIGUEZ and/or MICOMIGUEL to: (a) take all actions necessary to transition the general partnership of MICO 1 from MICOMIGUEL to GLOWING STARS, LLC; (b) cooperate in the removal of RODRIGUEZ, B. RODRIGUEZ, C.

RODRIGUEZ and/or MICOMIGUEL as signatories from the bank accounts into which any funds from any account into which funds from the operation of MICO 1 have been deposited; (c) to turn over the books and records of MICO 1 to GLOWING STARS, LLC; and (d) to cooperate with the efforts of GLOWING STARS, LLC to become the signatory on the bank accounts into which any funds from the operations of MICO 1 have been deposited.

52. Because the irreparable harm is imminent and/or is currently occurring as without access to its bank accounts MICO 1 cannot continue business operations, MICO 1 is unable to provide three (3) days-notice to Defendants of hearing on this Application for Temporary Restraining Order.

53. MICO 1's application for temporary restraining order is supported by the declaration of Jeff Coleman (the "Coleman Declaration"). A true and correct copy of said Coleman Declaration is attached hereto as "Exhibit 8," and is incorporated by reference as if fully set forth herein.

V. APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION

54. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs incorporate the matters set forth in paragraphs 10 – 12, 17 – 21, and 28 – 53 herein *supra* as if fully set forth herein.

55. Plaintiff's request that a hearing be set on their request for temporary injunction, and that the Court enjoining and/or compelling Defendants during the pendency of this case as requested in MICO 1's application for temporary restraining order.

VI. CAUSES OF ACTION

56. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs incorporate the matters set forth in paragraphs 10 – 55 herein *supra* as if fully set forth herein.

Count 1 – Breach of Fiduciary Duty – MICOMIGUEL

57. As the general partner of MICO 1, MICOMIGUEL had a fiduciary relationship with MICO 1.

58. MICOMIGUEL breached its fiduciary duty to MICO 1.

59. MICOMIGUEL's breach of fiduciary duty caused MICO1 to suffer damages in an amount not less than \$945,410.05.

Count 2 – Breach of Fiduciary Duty – MICO GROUP

60. As the general partner of DOCE, MICO GROUP had a fiduciary relationship with DOCE.

61. MICO GROUP breached its fiduciary duty to DOCE.

62. MICO GROUP's breach of fiduciary duty caused DOCE to suffer damages in an amount not less than \$1,499,862.75.

Count 3 – Breach of Fiduciary Duty – MICO GP

63. As the general partner of MICO 44, MICO GP had a fiduciary relationship with MICO 44.

64. MICO GP breached its fiduciary duty to MICO 44.

65. MICO GP's breach of fiduciary duty caused MICO 44 to suffer damages in an amount not less than \$859,252.37.

Count 4 – Breach of Partnership Agreement - MICOMIGUEL

66. The Mico 1 Partnership Agreement is a valid enforceable contract.

67. MICO 1 is a proper party to bring suit for breach of the Mico 1 Partnership Agreement.

68. MICO 1 performed, tendered performance of, or was excused from performing its contractual obligations.

69. Defendant MICOMIGUEL breached the Mico 1 Partnership Agreement.

70. Defendant MICOMIGUEL's breach of the Mico 1 Partnership Agreement caused MICO 1 to suffer damages of not less than \$945,410.05.

Count 5 – Breach of Partnership Agreement – MICO GROUP

71. The Doce Partnership Agreement is a valid enforceable contract.

72. DOCE is a proper party to bring suit for breach of the Doce Partnership Agreement.

73. DOCE performed, tendered performance of, or was excused from performing its contractual obligations.

74. Defendant MICO GROUP breached the Doce Partnership Agreement.

75. Defendant MICO GROUP's breach of the Doce Partnership Agreement caused DOCE to suffer damages of not less than \$1,499,862.75.

Count 6 – Breach of Partnership Agreement – MICO GP

76. The Mico 44 Partnership Agreement is a valid enforceable contract.

77. MICO 44 is a proper party to bring suit for breach of the Mico 44 Partnership Agreement.

78. MICO 44 performed, tendered performance of, or was excused from performing its contractual obligations.

79. Defendant MICO GP breached the Mico 44 Partnership Agreement.

80. Defendant MICO GP's breach of the Mico 44 Partnership Agreement caused MICO 44 to suffer damages of not less than \$859,252.37.

Count 7 – Fraud - MICOMIGUEL

81. By executing the Mico 1 Partnership Agreement, MICOMIGUEL represented that it would: (a) make distributions to partners in proportion to the partner's profit sharing ratio; (b) act in good faith in the performance of its duties as general partner; (c) conduct the business of MICO 1 without violating the Texas Business Organizations Code; (d) utilize the cash and property contributions of the partners for the purposes of the partnership; and (e) take action in good faith for the furtherance of the partnership business.

82. These representations were material and were false.

83. When MICOMIGUEL made these representations, it knew the representation was false, and made these representations with the intent that MICO 1 would act upon the representations.

84. MICO 1 relied on these representations by having MICOMIGUEL act as its general partner.

85. MICOMIGUEL's false representations cause MICO 1 to suffer damages in an amount not less than \$945,410.05.

Count 8 – Fraud – MICO GROUP

86. By executing the Doce Partnership Agreement, MICO GROUP represented that it would: (a) make distributions to partners in proportion to the partner's profit sharing ratio; (b) act in good faith in the performance of its duties as general partner; (c) conduct the business of DOCE without violating the Texas Business Organizations Code; (d) utilize the cash and property contributions of the partners for the purposes of the partnership; and (e) take action in good faith for the furtherance of the partnership business.

87. These representations were material and were false.

88. When MICO GROUP made these representations, it knew the representation was false, and made these representations with the intent that DOCE would act upon the representations.

89. DOCE relied on these representations by having MICO GROUP act as its general partner.

90. MICO GROUP's false representations cause DOCE to suffer damages in an amount not less than \$1,499,862.75.

Count 9 – Fraud – MICO GP

91. By executing the Mico 44 Partnership Agreement, MICO GP represented that it would: (a) make distributions to partners in proportion to the partner's profit sharing ratio; (b) act in good faith in the performance of its duties as general partner; (c) conduct the business of MICO 44 without violating the Texas Business Organizations Code; (d) utilize the cash and property contributions of the partners for the purposes of the partnership; and (e) take action in good faith for the furtherance of the partnership business.

92. These representations were material and were false.

93. When MICO GP made these representations, it knew the representation was false, and made these representations with the intent that MICO 44 would act upon the representations.

94. MICO relied on these representations by having MICO GP act as its general partner.

95. MICO GP's false representations cause MICO 44 to suffer damages in an amount not less than \$859,252.37.

Count 10 – Texas Theft Liability Act – MICO 1 Funds

96. MICO 1 had a possessory right to the funds wrongfully taken by Defendants MICOMIGUEL, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ.

97. Defendants MICOMIGUEL, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ unlawfully appropriated, accrued, and/or stole MICO 1 funds.

98. Defendants MICOMIGUEL, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ's unlawful taking of MICO 1 funds was committed with the intent to deprive MICO 1 of its money.

99. MICO 1 sustained damages in an amount not less than \$945,410.05.

Count 10 – Texas Theft Liability Act – DOCE Funds

100. DOCE had a possessory right to the funds wrongfully taken by Defendants MICO GROUP, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ.

101. Defendants MICO GROUP, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ unlawfully appropriated, accrued, and/or stole DOCE funds.

102. Defendants MICO GROUP, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ's unlawful taking of DOCE funds was committed with the intent to deprive DOCE of its money.

103. DOCE sustained damages in an amount not less than \$1,499,862.75.

Count 11 – Texas Theft Liability Act – MICO 44 Funds

104. MICO 44 had a possessory right to the funds wrongfully taken by Defendants MICO GP, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ.

105. Defendants MICO GP, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ unlawfully appropriated, accrued, and/or stole MICO 44 funds.

106. Defendants MICO GP, M. RODRIGUEZ, G. RODRIGUEZ, and/or C. RODRIGUEZ's unlawful taking of MICO 44 funds was committed with the intent to deprive MICO 44 of its money.

107. MICO 44 sustained damages in an amount not less than \$859,252.37.

Count 11 – Assisting or Encouraging – MICO 1

108. MICOMIGUEL committed a tort against MICO 1 by defrauding MICO 1 and embezzling MICO 1's money.

109. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ had knowledge that MICOMIGUEL's conduct constituted a tort.

110. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ had the intent to assist MICOMIGUEL in committing the tort.

111. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ gave MICOMIGUEL assistance and/or encouragement in commission of its torts against MICO 1.

112. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ's assistance or encouragement was a substantial factor in causing the torts committed by MICOMIGUEL.

Count 12 – Assisting or Encouraging – DOCE

113. MICO GROUP committed a tort against DOCE by defrauding DOCE and embezzling DOCE's money.

114. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ had knowledge that MICO GROUP's conduct constituted a tort.

115. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ had the intent to assist MICO GROUP in committing the tort.

116. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ gave MICO GROUP assistance and/or encouragement in commission of its torts against DOCE.

117. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ's assistance or encouragement was a substantial factor in causing the torts committed by MICO GROUP.

Count 13 – Assisting or Encouraging – MICO 44

118. MICO GP committed a tort against MICO 44 by defrauding MICO 44 and embezzling MICO 44's money.

119. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ had knowledge that MICO GP's conduct constituted a tort.

120. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ had the intent to assist MICO GP in committing the tort.

121. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ gave MICO GP assistance and/or encouragement in commission of its torts against MICO 44.

122. Defendants M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ's assistance or encouragement was a substantial factor in causing the torts committed by MICO GP.

Count 14 – Conspiracy – MICO 1

123. Defendants MICOMIGUEL, M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ are members of a combination of two or more persons.

124. The object of the combination of these persons was to accomplish an unlawful purpose of embezzling MICO 1's money.

125. These Defendants had a meeting of the minds on the object or course of action to embezzle MICO 1's money.

126. These Defendants committed unlawful, overt acts to further this object and/or course of action.

127. MICO 1 suffered damages in an amount not less than \$945,410.05 as a result of Defendants' wrongful acts.

Count 15 – Conspiracy – DOCE

128. Defendants MICO GROUP, M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ are members of a combination of two or more persons.

129. The object of the combination of these persons was to accomplish an unlawful purpose of embezzling DOCE's money.

130. These Defendants had a meeting of the minds on the object or course of action to embezzle DOCE's money.

131. These Defendants committed unlawful, overt acts to further this object and/or course of action.

132. DOCE suffered damages in an amount not less than \$1,499,862.75 as a result of Defendants' wrongful acts.

Count 16 – Conspiracy – MICO 44

133. Defendants MICO GP, M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ are members of a combination of two or more persons.

134. The object of the combination of these persons was to accomplish an unlawful purpose of embezzling MICO 44's money.

135. These Defendants had a meeting of the minds on the object or course of action to embezzle MICO 44's money.

136. These Defendants committed unlawful, overt acts to further this object and/or course of action.

137. MICO 44 suffered damages in an amount not less than \$859,252.37 as a result of Defendants' wrongful acts.

Count 18 – Piercing the Corporate Veil – MICOMIGUEL

138. MICOMIGUEL's corporate form should be disregarded because: (a) the form was used as a sham to perpetrate a fraud; (b) it was organized and operated as a mere tool or business conduit of M. RODRIGUEZ; (c) the form was used to protect against the discovery of a crime or to justify a wrong; (d) M. RODRIGUEZ caused MICOMIGUEL to be used for the purpose of perpetrating an actual fraud; and (e) M. RODRIGUEZ perpetrated an actual fraud against MICO 1 primarily for M. RODRIGUEZ's direct personal benefit.

Count 19 – Piercing the Corporate Veil – MICO GROUP

139. MICO GROUP's corporate form should be disregarded because: (a) the form was used as a sham to perpetrate a fraud; (b) it was organized and operated as a mere tool or business conduit of M. RODRIGUEZ; (c) the form was used to protect against the discovery of a crime or to justify a wrong; (d) M. RODRIGUEZ caused MICO GROUP to be used for the purpose of perpetrating an actual fraud; and (e) M. RODRIGUEZ perpetrated an actual fraud against DOCE primarily for M. RODRIGUEZ's direct personal benefit.

Count 20 – Piercing the Corporate Veil – MICO GP

140. MICO GP's corporate form should be disregarded because: (a) the form was used as a sham to perpetrate a fraud; (b) it was organized and operated as a mere tool or business

conduit of M. RODRIGUEZ; (c) the form was used to protect against the discovery of a crime or to justify a wrong; (d) M. RODRIGUEZ caused MICO GP to be used for the purpose of perpetrating an actual fraud; and (e) M. RODRIGUEZ perpetrated an actual fraud against MICO 44 primarily for M. RODRIGUEZ's direct personal benefit.

VII. RIGHT TO AMEND

141. Plaintiffs reserve the right to further amend and/or supplement this petition at a future date in accordance with the Rules of Civil Procedure and the orders of this Court.

VIII. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiffs 1 MICO 12 LP, LLP; DOCE TERRACE, LP; and MICO44, LP pray that upon trial the Court enter a judgment against Defendants as follows:

- a. actual damages in the amount of \$945,410.05 jointly and severally against Defendants MICOMIGUEL, M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ in favor of 1 MICO 12 LP, LLP;
- b. actual damages in the amount of \$1,499,862.75 jointly and severally against Defendants MICO GROUP, M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ in favor of DOCE TERRACE LP;
- c. actual damages in the amount of \$859,252.37 jointly and severally against Defendants MICO GP, M. RODRIGUEZ, B. RODRIGUEZ, and C. RODRIGUEZ in favor of MICO 44, LP;
- d. exemplary damages for fraud and/or violation of the Texas Theft Liability Act;
- e. attorney fees for breach of contract, breach of fiduciary duty and/or violation of the Texas Theft Liability Act;
- f. \$1,000.00 in additional damages for violation of the Texas Theft Liability Act;
- g. pre-judgment interest;

- h. post judgment interest;
- i. all costs of Court; and
- j. such further and other relief, whether at law or in equity, to which Plaintiffs have shown themselves justly entitled.

Respectfully submitted,

/s/Michael H. Myers

Michael H. Myers

State Bar No. 24032779

MYERS LAW FIRM

7550 Yellowstone Drive

Frisco, Texas 75033

Telephone: 972.809.9979

Email: michael@mhmyerslaw.com

**ATTORNEY FOR PLAINTIFFS 1 MICO 12
LP, LLP; DOCE TERRACE, LP; and MICO44,
LP**

EXHIBIT 1

**AGREEMENT OF
LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

THE LIMITED PARTNERSHIP INTERESTS CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF THE STATE OF TEXAS AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM. THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF SUCH INTERESTS IS ALSO SUBJECT TO CERTAIN RESTRICTIONS WHICH ARE SET FORTH IN THIS AGREEMENT OF LIMITED PARTNERSHIP. DURING THE PERIOD IN WHICH SUCH LIMITED PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD BY THE ISSUER, AND FOR A PERIOD OF NINE MONTHS FROM THE LAST SALE BY THE ISSUER OF ONE OF SUCH LIMITED PARTNERSHIP INTERESTS, ALL REALES OF ANY OF THE LIMITED PARTNERSHIP INTERESTS, BY ANY PERSON, MUST BE MADE ONLY TO THE PERSONS RESIDENT WITHIN THE STATE OF TEXAS WITHIN THE MEANING OF RULE 147 OF THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933. NO SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF ANY LIMITED PARTNERSHIP INTEREST WILL BE RECOGNIZED BY THE PARTNERSHIP UNLESS SUCH SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS MADE IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THIS AGREEMENT; OF THE SECURITIES ACT OF 1933, AS AMENDED; AND THE SECURITIES ACT OF THE STATE OF TEXAS, AS AMENDED, INCLUDING, WITHOUT LIMITATION, REGISTRATION UNDER SUCH ACTS IF REQUIRED UNDER THE PROVISIONS THEREOF.

THIS AGREEMENT OF LIMITED PARTNERSHIP (hereinafter referred to as the "Agreement"), is made effective as of September 2, 2011, by and between MicoMiguel, LLC ("General Partner"), and those parties listed in the attached Exhibit A which contains the names and the interest of the Limited Partners.

ARTICLE I
FORMATION, CERTIFICATES, TERM

1.1 Formation of Partnership. The parties hereto hereby form, pursuant to Chapters 151, 153 and 154 and Title 1, to the extent applicable to limited partnerships, of the Texas Business Organizations Code (hereinafter, as from time to time amended, referred to as the "TBOC"), a Limited Partnership, which organization is hereinafter referred to as the "Partnership." The rights, duties, status and liabilities of the Partners shall, except as hereinafter expressly stated to the contrary, be as provided for in the TBOC.

1.2 Certificate of Formation; Other Documents. The parties hereto shall execute, file, record and/or publish the amendment to the original Certificate of Formation and other documents conforming hereto, and take all other appropriate action to comply with all legal requirements for the formation of a Limited Partnership under the TBOC, and for its operation in the State of Texas. The Partnership shall not conduct any business until the filing and acknowledgment of filing of such Certificate of Formation.

1.3 Partnership Name. The business of the Partnership shall be conducted under the name of I MICO 12 LP, LLP or such other name as the General Partner may select from time to time. The General Partner shall promptly execute, file, record and/or publish with the proper offices an assumed name certificate.

1.4 Registered Agent, Registered Address and Principal Office. The registered agent and registered office address for the Partnership in the State of Texas is: Michael Rodriguez, 3535 Waldorf Drive, Dallas, Texas 75229. The principal place of business of the Partnership shall be at 3535 Waldorf Drive, Dallas, Texas 75229, but substitute or additional places of business may be established at such other locations as may, from time to time, be determined by the General Partner. All records of the Partnership required by Section 153.551 of the TBOC will be maintained at the Principal Office.

1.5 Term of Partnership. The Partnership shall become effective upon the execution of this Agreement and the filing of the Certificate of Formation with the Secretary of State of the State of Texas, and shall remain effective until the Partnership is terminated pursuant to the TBOC.

1.6 Amendment to Certificate of Formation. The General Partner shall file amendments to the Certificate of Formation whenever required by the TBOC. If a General Partner is unwilling or unable to sign a required amendment to the Certificate of Formation, the amended Certificate of Formation may be signed by any remaining or successor General Partners. Each General Partner appoints his successor and any remaining General Partners, if any, as his attorney in fact to sign such amended Certificate of Formation.

ARTICLE II **DEFINITIONS**

Whenever used in this Agreement, the terms set forth below shall be defined as follows:

2.1 "Additional Capital Contribution" shall mean that amount of money or other property, if any, that the Partners may contribute to the Partnership for additional capital, if any, to be used for operating capital.

2.2 "Adjusted Capital Account Deficit" means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such capital account any amounts which such Limited Partner is

obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Section 704 of the Code and the Regulations thereunder, and

(b) Debit to such capital account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

2.3 "Affiliate" means, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with such Partners. The term "control," as used in this definition means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

2.4 "Assignee" shall mean a Person who has acquired all or a portion of an interest in the Partnership by assignment or Transfer as of the date the assignment or Transfer of such interest becomes effective. An Assignee has only the rights granted to an assignee as provided by Subchapter F, Chapter 153 of the TBOC. An Assignee does not have the right to become a Partner, except as provided in this Agreement or unless all partners consent as provided by Section 153.253 of the TBOC. An Assignee shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the TBOC or this Agreement. In addition, no Assignee of an interest in the Partnership shall have the right to assign any transferred interest except as otherwise provided in this Agreement.

2.5 "Capital Contribution" means the total contribution to the capital of the Partnership which a Partner is legally bound and obligated to make, which amount is designated as a Capital Contribution for such Partner pursuant to Article IV of this Agreement.

2.6 "Certificate of Formation" shall mean the Certificate of Formation of Limited Partnership to be filed on behalf of the Partnership as required by the appropriate provisions of Chapter 3 of the TBOC, and all amendments thereto and substitutions thereof.

2.7 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.8 "Contribution Agreement" means, with respect to each of the Partners, the agreement respecting the original Capital Contribution to be made by, or on behalf of, each such Partner pursuant to Section 4.2 hereof, as described more fully in Section 4.3 hereof.

2.9 "Default Rate of Interest" shall mean the rate per annum equal to the lesser of (a) the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street

Journal which is also the base rate on corporate loans at large United States money center commercial banks as its prime commercial or similar reference interest rate, with adjustments to be made on the same date as any change in the rate, and (b) the maximum rate permitted by applicable law.

2.10 "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, further that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

2.11 "Distributable Cash" shall mean, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership property, other than (a) Capital Contributions with interest earned pending its utilization; (b) financing or other loan proceeds; (c) reserves for working capital; and (d) other amounts that the General Partner reasonably determines should be retained by the Partnership in accordance with the General Partner's discretion under section 6.1 hereof, not to exceed six months of operating reserves. Distributable cash is subject to the preference rights of the Investor Limited Partners as outlined in Section 6.2 below.

2.12 "General Partner" or "General Partners" shall mean all Persons designated as a General Partner on Exhibit "A" and any successor General Partners pursuant to the terms of this Agreement, but does not include any Person who has ceased to be a General Partner.

2.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership, provided that the initial Gross Asset Values of the assets contributed to the Partnership shall be as set forth in Exhibit "A", and provided further that if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall require the agreement of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners (such agreement need not be in writing, and any such agreement will be presumed to have been made by the required percentage ownership interest unless there is clear and convincing evidence to the contrary), except that the determination of the fair market value of a contributed asset of a General Partner may, if such General Partner chooses, be made by written appraisal from a qualified appraiser, and such written appraisal shall control;

(b) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (1) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (2) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership Property as consideration for an interest in the Partnership; and (3) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(c) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Partners' capital accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Section 5.2(c) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section to the extent the General Partner determines that an adjustment pursuant to Section 2.13(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.13(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.13(a), 2.13(b), or 2.13(d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

2.14 "Initial Capital Contribution" shall mean that amount of money or property initially contributed by the Partners as set forth in Exhibit "A" hereto.

2.15 "Limited Partner" or "Limited Partners" shall mean the Persons admitted to the Partnership as original, additional or substituted Limited Partners as reflected on Exhibit "A" as amended.

2.16 "Partner" or "Partners" shall mean individually a General Partner, or Limited Partner, or collectively the General Partners and the Limited Partners.

2.17 "Partnership Property" shall mean that property, real or personal, including but not limited to real estate, investment limited partnerships, cash, stocks, bonds and similar investments, which is contributed to or acquired by the Partnership.

2.18 "Person" shall mean any individual, business trust, registered limited liability

partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, administrator, nominee, or any other legal or commercial entity.

2.19 "Profits" or "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(a) or Section 2.13(c) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Partnership Property, with respect to which gain or loss is recognized for federal income tax purposes, shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.10 hereof; and

(f) Notwithstanding any other provision in this Section, any items which are specially allocated pursuant to Section 5.2 or Section 5.3 hereof shall not be taken into account in computing Profits or Losses.

2.20 "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.21 "Securities Act" shall mean the Securities Act of 1933, as amended.

2.22 "Transfer" when used as a noun shall mean any voluntary or involuntary transfer, sale, pledge, hypothecation, assignment or other disposition, and as a verb shall mean voluntarily or involuntarily to transfer, sell, pledge, hypothecate, assign or otherwise dispose.

2.23 "Wholly Owned Affiliate" of any Person shall mean an Affiliate of such Person 100% of the voting stock or beneficial ownership of which is owned by such Person, directly or indirectly, through one or more Wholly Owned Affiliates, or by any Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person, and an Affiliate of such Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person.

ARTICLE III **PURPOSE AND BUSINESS OF THE PARTNERSHIP**

3.1 Purposes and Business of the Partnership. The purposes of the Partnership shall be to (a) own, operate and manage a restaurant on leased premises located at 4444 McKinney Avenue, Dallas, Texas 75205; (b) exercise all of the rights, duties and obligations of an owner of such restaurant; (c) to reinvest, in any manner and in any related real or personal property which the General Partner deems appropriate, all proceeds derived from the Partnership Property; (d) to invest the Partnership Property in any manner deemed reasonable by the General Partner, in any real or personal property; and (e) to conduct any other business or make any investment which a limited partnership may make without violating the TBOC or any other applicable law relating to the operating of the restaurant described in (a). Without limiting the generality of the foregoing, the purposes of the Partnership shall specifically include the transaction of any and all lawful business for which limited partnerships may be formed under the Texas Business Organizations Code. It is understood and agreed among the Partners that the restaurant business being operated by this Partnership is under and subject to a licensing agreement from a related entity, MicoMiguel, LLC, at two and a half percent (2.5%) of the gross restaurant receipts. This fee covers the intellectual property including the recipes, menu, concept and some brand names all of which are owned by MicoMiguel, LLC and licensed to the Partnership for its sole use.

3.2 Powers. The General Partner may make, enter into, deliver and perform all contracts, agreements or undertakings, pay all costs and expenses and perform all acts deemed appropriate by the General Partner to carry out the Partnership purposes, subject to the limitations of this Agreement and the TBOC.

3.3 Other Transactions of Partners.

(a) It is acknowledged that the Partners may in the future, from time to time, obtain additional opportunities to acquire property for investment, development or otherwise. Each Partner shall be free to acquire such interests in other property as such Partner may in such Partner's sole discretion deem desirable without having to offer interests in such property to the other Partners of this Partnership, and such action on the part of any Partner shall not be deemed a breach of any fiduciary relationship owed by

that Partner to the other Partners or the Partnership. Participation in the Partnership shall not in any way act as a restraint on the other present or future business activities or investments of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner, whether or not such activities are competitive with the business of the Partnership. As a result of this Agreement, no Partner (or Affiliate of any Partner) shall be obligated or bound to offer or present offered to them or the Partnership or any of the other Partners any business opportunity presented to or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Partner (or any Affiliate of a Partner) or any employee, officer, director, member, manager, or shareholder of such Partner for its account or the account of others. In furtherance thereof, the Partners hereby agree that any business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be conclusively deemed not to be a business activity in competition with, or an opportunity of the Partnership. Any such business or activity of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner may be undertaken with or without prior notice to or participation therein by the Partnership or the other Partners. Each Partner and the Partnership hereby waive any right or claim such Partner or the Partnership may have against a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner with respect to such business or activity or the income or profits thereof.

(b) The Partnership may contract with any of the Partners or their Affiliates for the purchase of goods and services for the benefit of the Partnership at any time provided that the compensation paid to such Person shall be commensurate with rates prevailing for such services at the time such services are performed, and any charges so incurred shall be deemed expenses of the Partnership. The General Partner shall have the authority to enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (a) a trust of which a Partner is a trustee or beneficiary; (b) an estate of which a Partner is a personal representative or beneficiary; (c) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (d) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (e) any Partner, acting individually; or (f) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

ARTICLE IV

CAPITAL CONTRIBUTIONS AND

SHARES OF PROFITS AND LOSSES

4.1 Ownership and Sharing Percentages. The percentage interest of each Partner is set forth in Exhibit A. A Partner's percentage interest will be determinative of: (a) a Partner's ownership interest in the Partnership as an entity; (b) a Partner's interest in the distribution of Distributable Cash; (c) a Partner's allocable share of the items of Profits and Losses; and (d) a

Partner's distributive share of cash and other property upon winding up of the Partnership after receipt of the return of his or her capital account. .

4.2 Capital Accounts. The initial amount of each Partner's capital account is shown in the attached Exhibit A.

4.3 Contribution Agreements. The General Partner, on behalf of the Partnership, shall enter into the Contribution Agreements, and any agreement referred to therein, without requirement of any further act, approval, or vote of any other Person, and such agreements shall be deemed to satisfy all requirements of this Agreement.

4.4 Additional Capital Contributions. Subject to Section 4.8, the Partners shall be permitted to make Additional Capital Contributions on a pro rata or non-pro rata basis. Additional Capital Contributions by a Limited Partner will be subject to the consent of the General Partner. Additional Capital Contributions by the General Partner will be subject to the consent of 51% of the then outstanding ownership interest of the Limited Partners. The required consent need not be in writing, and any Additional Capital Contributions will be presumed to have been made with the required consent unless there is clear and convincing evidence to the contrary.

4.5 Capital Accounts. A Partnership capital account shall be established for each Partner and shall be maintained at all times throughout the existence of the Partnership in a manner so as to correspond to the rules set forth in Article V. The amount in a Partner's capital account shall as of the date of this agreement of limited partnership be the amount which is shown in Exhibit A. A Partner's capital account shall be credited with any Additional Capital Contribution, and any other voluntary Capital Contribution made by such Partner when made, and such Partner's share of Partnership Profits. A Partner's capital account shall be decreased by the amount of money and the fair market value of property distributed to such Partner (net of liabilities securing such distributed property that the Partner is considered to assume or take subject to under Section 752 of the Code) and by the amount of losses allocated to such Partner, by such Partner's distributive share of the items described in Section 705(a)(1)(B) and 705(a)(2)(B) of the Code, and by other items of deduction specially allocated to such Partner. The capital accounts shall not bear interest. Additional Capital Contributions shall be recorded at the fair market value of the assets contributed by the Partner and the distributions to a Partner shall also be recorded at the fair market value of the assets distributed. The provisions in this Agreement regarding the formation and maintenance of capital accounts are intended to comply with Sections 1.704-1(b) and 1.704-1(c) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the General Partner, or the Limited Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article XI hereof upon the winding up of the Partnership. The General Partner also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of

Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations, and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations. Capital accounts shall only be taken into consideration for the purpose of determining each Partner's gain or loss for tax purposes. Notwithstanding the amount of each Partner's capital account, all distributions of gain, loss, cash or property shall be allocated among the Partners in proportion to their respective percentage partnership interests or sharing ratios as shown in Exhibit A.

4.6 Limitation of Liability. No Limited Partner herein shall be liable for any sum of money in excess of the total sums which have been contributed and agreed to be contributed by such Limited Partner in this Agreement.

4.7 Return of Capital. No Partner shall have the right to withdraw, demand a return or reduce his Capital Contribution to the Partnership. In the event a return of or reduction in the capital account of a Partner is made, any amounts paid to such Partner shall be reduced by all costs, fees and other expenses incurred by the Partnership in facilitating such return of or reduction in capital.

4.8 Additional Operating Capital.

(a) The General Partner, in its sole discretion, may from time to time by written notice to the Limited Partners request that any Limited Partner make an Additional Contribution; provided, however, the General Partner shall have no obligation to make any such request, and a Limited Partner shall have no personal liability for a failure to make any Additional Contribution. The dates, amounts and other terms of any Additional Contributions shall be determined by the General Partner, in its sole discretion. In no event shall the amounts requested exceed two week's operating capital for the business(es) described in Section 3.1 above.

(b) Should one or more Limited Partners choose to make the requested Additional Capital Contributions, the Additional Contribution of these contributing Limited Partners will received a preferred treatment for Distributions in that the Additional Contributions shall be repaid from Distributions pro-rata to the contributing Limited Partners prior to any additional distributions being made to the non-contributing Limited Partners.

4.9 Use of Contributions. The cash and property contributed by the Partners, initially being the aggregate amounts reflected on Exhibit "A," will be utilized by the Partnership for the purposes of the Partnership set forth in Article III.

4.10 Nature of Interests. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity. No

Partner shall have any direct ownership of any Partnership property.

ARTICLE V **ACCOUNTING**

5.1 Profits and Losses. After giving effect to the special allocations set forth in Sections 5.2 and 5.3 hereof and subject to the limitations of Sections 5.1(a) and 5.1(b), Profits or Losses for any fiscal year shall be allocated among the Partners in proportion to their ownership interests in the Partnership.

(a) Notwithstanding the foregoing, the Losses allocated pursuant to this Section 5.1(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Limited Partners to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitations set forth in this Section 5.1(a) shall be allocated to the General Partner.

(b) In the event Losses have been allocated to the General Partner pursuant to Section 5.1(a) hereof, 100% of the Profits shall be allocated to the General Partner until the cumulative Profits allocated pursuant to this Section 5.1(b) for the current and all prior fiscal years are equal to the cumulative Losses allocated pursuant to Section 5.1(a) hereof for all prior fiscal years.

5.2 Special Allocations. The following special allocations shall be made in the following order:

(a) **Qualified Income Offset.** In the event any Limited Partner unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 5.2(a) shall be made only if and to the extent that such Limited Partner has an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.2(a) were not in this Agreement.

(b) **Gross Income Allocation.** In the event any Limited Partner has a deficit capital account at the end of any Partnership fiscal year which is in excess of the sum of (1) the amount such Limited Partner is obligated to restore pursuant to any provision of this Agreement, and (2) the amount such Limited Partner is deemed to be obligated to restore, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.2(b) shall be made only if and to the extent that such Limited Partner has a deficit capital account in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.2(a) hereof and this Section 5.2(b) were not in this Agreement.

(c) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

5.3 Curative Allocations. The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (a) apply the provisions of Sections 5.2(a) and 5.2(b) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from such allocations, and (b) divide all allocations pursuant to Sections 5.2(a) and 5.2(b) hereof among the Partners in a manner that is likely to minimize such economic distortions.

5.4 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) All allocations to the Partners pursuant to this Article V shall, except as otherwise provided, be divided among them in proportion to the Partners' ownership interests in the Partnership.

(c) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

5.5 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to account for any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.13(a) hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(b) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are

solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

5.6 Fiscal Year and Annual Accounting. The Partnership fiscal year shall be the calendar year. The Partnership books shall be kept on the cash receipts and disbursements method of accounting or in accordance with generally accepted accounting principles, at the discretion of the General Partner. The General Partner shall furnish to the Partners, on a quarterly basis, accounting reports reflecting Partnership income and expenses. In addition, the General Partner shall provide the Partners with the full annual Partnership tax return for the preceding year in a timely manner to comply with all Code reporting deadlines.

ARTICLE VI **DISTRIBUTIONS**

6.1 Distributions of Partnership Funds.

- (a) Distributions of Distributable Cash shall be made at such times as may be determined by the General Partner, but no less frequently than annually, as provided in this Section 6.1 but subject to the preferential distribution rights set forth in Section 6.2 below. Distributions to Partners (both General and Limited) shall be made in the same proportion that each partner's sharing ratio as shown in the attached Exhibit A. Unless agreed in writing by a transferor and transferee, Distributable Cash allocable to a transferred Partnership interest which may have been transferred during any year shall be distributed to the holder of such Partnership interest who was recognized as the owner on the date of such distribution, without regard to the results of Partnership operations during the year. With regard to Distributable Cash and other Partnership Property, the General Partner shall make a determination, in accordance with such General Partner's duty of care and loyalty to the Partnership, as to the need for the Partnership Property in the operation of the Partnership business, considering current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership's purposes. It is the duty of the General Partner, in determining the amount of Distributable Cash available for the payment of distributions, to take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing such debts within the limits of the Partnership's credit, and the preservation of its capital as represented in the Partnership Property as a fund for the protection of its creditors. Any contributed Partnership Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of Partnership Property contributed to the Partnership or from the sale of any Partnership Property

purchased with borrowed funds, or any reinvestment of any of the Partnership Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any Distributable Cash derived from income may, to the extent deemed unnecessary for the purposes of the Partnership by the General Partner under the foregoing standard, be distributed in accordance with this Agreement

- (b) Provided funds are available, within ninety (90) days of the close of each fiscal year, the Partnership shall first distribute to the Partners, in proportion to their Partnership Interests, an aggregate amount equal to the Tax Distribution Amount for that fiscal year. "Tax Distribution Amount" means, with respect to any fiscal year, an amount equal to the greater of (i) zero or (ii) the product of (A) the highest marginal federal income tax rate applicable to individual taxpayers for the fiscal year (except that if any portion of the taxable income and gain allocated to the Partners for that fiscal year is subject to taxation at capital gains rates, then for such portion only the highest marginal federal income tax rate applicable to capital gains for individual taxpayers for the fiscal year shall be used), and (B) (1) the aggregate items of taxable income and gain allocated to the Partners for that fiscal year minus (2) the aggregate items of tax deduction and loss allocated to the Partners for that fiscal year. For purposes of the preceding sentence, if the sum of the amounts described in clause (B) for the current and all prior fiscal years is less than the amount described in clause (B) for the current-year, then such sum shall be used in place of the amount described in clause (B) for purposes of the preceding sentence.

6.2 Preference Rights on Distributions. Those limited partners shown in Exhibit A that are named Investor Limited Partners shall have a preference on distributions as follows. They shall be entitled to a cumulative six per cent (6%) on the funds invested and not repaid, computed annually as of December 31st of each year which payment shall be paid if there is sufficient cash flow, or to the extent of the cash flow. Until such time as they have been repaid the money they invested they shall have a preference on distributions equal to seventy five per cent (75%) of any distributable cash. The remaining twenty five per cent (25%) during this period shall be distributed one per cent (1%) to MicoMiguel, LLC as General Partner and twenty four per cent (24%) to Mico Restaurant Partners, LLP. At such time as the Investor Limited Partners have been repaid their capital contribution along with any accrued six per cent (6%) on invested funds, then at such time any Distributions shall be in accordance with the percentage ownerships shown in Exhibit A.

6.3 Confidentiality of Information. Each Partner is entitled to all information under the circumstances and subject to the conditions stated in this Agreement and the TBOC. In addition, the Partners acknowledge that they may receive information regarding the Partnership in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner shall hold in strict confidence any information it receives regarding the Partnership that is identified as being

confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any Person other than another Partner, except for disclosures compelled by law, or disclosures made to advisers or representatives of the Partner (if they have agreed to be bound by the provisions of this section). The Partners agree that the provisions of this section may be enforced by specific performance.

6.4 Loans. Any Person may, with the consent of the General Partner, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at such rate as the General Partner and the lending Partner shall agree but not in excess of the maximum rate permitted by law. If a General Partner, or an Affiliate of a General Partner, is the lending Partner, the rate of interest shall be determined by the General Partner taking into consideration, without limitation, prevailing interest rates and the interest rates such General Partner or an Affiliate of such General Partner would be required to pay in the event such General Partners or Affiliate of such General Partner had itself borrowed funds to loan or advance to the Partnership, and the terms and conditions of such loan, including the rate of interest, shall be no less favorable to the Partnership than if the lender had been an independent third party.

ARTICLE VII

POWERS, RIGHTS AND DUTIES OF GENERAL PARTNERS

7.1 Management. If there is only one General Partner, such General Partner shall be the Managing Partner. If there is more than one General Partner and no Managing Partner is serving, then 51% of the then outstanding ownership interest of the General Partners shall appoint a Managing Partner. A Managing Partner shall serve until the designation is revoked, until such Managing Partner is removed by vote of 51% of the then outstanding ownership interest of the General Partners, or until the Managing Partner ceases to serve for any other reason. If a Managing Partner is designated, the Managing Partner is authorized and directed to manage and control the assets and the business of the Partnership. The Managing Partner may exercise all of the powers which could be exercised by majority consent of the General Partners. It is understood and agreed that the Managing Partner shall consult and confer with the General Partners before taking any steps resulting in any substantial change in the operation or policies of the Partnership affairs, or the sale of any portion of the Partnership assets other than in the usual course of business, or in any manner which affects the Partnership business in a manner judged unusual by the Partners in the ordinary operation of the Partnership business. If a Managing Partner is serving as such, any reference to "General Partner" in this Agreement shall also include "Managing Partner" if applicable.

7.2 Successor General Partners. If there are multiple General Partners and one or more of them withdraws or ceases to serve for any reason and there is at least one remaining General Partner, the business of the Partnership is permitted to continue by the remaining General Partner without amendment to this Agreement. Prior to the withdrawal of all multiple General Partners or the withdrawal of a sole General Partner, additional General Partners may be

appointed to serve as successor General Partners (each such General Partner is referred to herein as a "Designated Successor General Partner") by all of the remaining Partners acting unanimously. If a General Partner, serving alone, withdraws or ceases to serve for any reason and there are no Designated Successor General Partners remaining, then without amendment to this Agreement, the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such withdrawal or cessation of service), may agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more General Partners. Any Designated Successor General Partner will not have the duties nor the liabilities of a General Partner until such time as the successor actually accepts and assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of service as a General Partner.

7.3 Resignation by General Partner. No General Partner shall have the right to withdraw from the Partnership before the Partnership is terminated. If such General Partner does attempt to withdraw as a General Partner, such attempt shall be considered a breach of this Agreement, and such General Partner's general Partnership interest shall convert to that of a Limited Partner.

7.4 Authority of General Partner. Subject to the limitations of this Agreement, and to the fiduciary obligations and limitations imposed upon the General Partner at law, the General Partner shall manage the day-to-day operations of the Partnership. The General Partner shall have the authority to take any action which the General Partner believes in good faith to be in furtherance of the Partnership business and purposes and to exercise all rights and powers generally conferred by law in connection therewith. No Person dealing with the Partnership shall be required to inquire into, or obtain any consents or other documentation as to the authority of the General Partner to take any such action or to exercise any such rights or powers. Specifically:

(a) The General Partner shall have the right, power and authority on behalf of the Partnership:

(1) To receive and hold all Partnership Property in the name of the Partnership or the name of the limited partnership which was amended to become this limited partnership;

(2) To obtain and maintain such insurance as is deemed to be desirable and appropriate by the General Partner;

(3) To open, maintain, and close bank accounts, brokerage accounts and checking accounts in the name of the Partnership, to designate and change signatories on such accounts, and to draw checks and other orders for the payment of monies;

(4) To engage accountants, attorneys and any and all other agents and

assistants, both professional and non-professional, which may include the General Partner, and to compensate them reasonably for services rendered;

(5) To collect all sums due to the Partnership;

(6) To prepare and file all tax returns of the Partnership and to make all elections for the Partnership thereunder;

(7) To the extent that funds of the Partnership are available therefor, to pay as they become due all debts and obligations of the Partnership;

(8) To sell, assign, lease, exchange, convert or otherwise transfer or dispose of all or part of the Partnership Property, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(9) To mortgage, pledge, grant a security interest in, or incur, renew, or refinance any indebtedness of the Partnership, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(10) To vote and exercise all other rights available to the holder of any securities included in the Partnership Property;

(11) To take any and all other action, including legal action, that the General Partner deems necessary, appropriate or advisable in furtherance of the Partnership's business and purposes; and

(12) To enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (i) a trust of which a Partner is a trustee or beneficiary; (ii) an estate of which a Partner is a personal representative or beneficiary; (iii) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (iv) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (v) any Partner, acting individually; or (vi) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

(b) The General Partner or his nominee shall hold legal title to the Partnership Property and shall have the sole authority to manage, deal with, negotiate and contract with respect to, and convey the Partnership Property on behalf of the Partnership.

(c) The General Partner shall act in good faith in the performance of the General Partner's obligations hereunder, but shall have no liability or obligation to any of the Limited Partners or the Partnership for any decision made or action taken in connection with the discharge of the General Partner's duties hereunder if such decision or action is made or taken in good faith and in the exercise of due care in connection with the Partnership business.

(d) The General Partner shall have the power to designate, from time to time, a depository of Partnership funds, and to draw upon the same for Partnership purposes.

(e) Any person dealing with the Partnership or the General Partner may rely on a certificate signed by the General Partner concerning:

(1) The identity of the General Partner or any other Partner;

(2) The existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the General Partner or in any other manner germane to the business and affairs of the Partnership;

(3) The person or persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(4) Any act or failure to act by the Partnership or concerning any other matter whatsoever involving the Partnership or any Partner.

7.5 Requirement of Unanimous Consent. The General Partner shall not have the authority to enter into any of the following transactions without the unanimous consent of all the Partners:

(a) Terminate, liquidate and wind up the Partnership, except as otherwise provided in this Agreement;

(b) Do any act that would make it impossible to carry on the purposes of the Partnership and business of the Partnership (provided, however, that the sale or other disposition of all or any Partnership Property shall not be deemed to be an act making it impossible for the Partnership to carry on its business);

(c) Engage in any business activity other than that which is consistent with the purposes of the Partnership;

(d) Amend this Agreement, except as otherwise provided in this Agreement.

7.6 Restrictions on General Partners. The General Partner will not have the authority to enter into any of the following transactions without the consent of 51% of the outstanding ownership interest of all of the Partners:

(a) Prior to the actual termination of the Partnership, sell substantially all of the Partnership Property in liquidation or cessation of business;

(b) Compromise any claim or dispute having an amount or value in issue in excess of 50% of the total value of the Partnership Property;

- (c) Confess a judgment against the Partnership;
- (d) Do any act in violation of this Agreement;
- (e) Make, execute or deliver any assignments for the benefit of creditors;
- (f) Do any act for which the consent of the Limited Partners is required by the TBOC.

7.7 Dissolution or Bankruptcy of a Partner. On the dissolution, winding up, termination, or bankruptcy of a Partner, such Partner and his successors shall thereafter have the status of an Assignee and shall receive distributions to which such Assignee is entitled. For purposes of this Agreement, the bankruptcy of a Partner shall be deemed to have occurred upon the happening of any event described in subsections (4) and (5) of Section 153.155(a) of the TBOC.

7.8 Indemnification of the General Partners. The General Partners shall be jointly and severally indemnified and held harmless by the Partnership and by each other to the extent of each Partner's individual ownership in the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the management of the Partnership affairs or to any Persons acting as an employee while in the course of managing the Partnership affairs; provided, however, that no General Partner shall be entitled to indemnification hereunder where the claim at issue is based upon any of the following:

- (a) A matter entirely unrelated to such General Partner's management of the Partnership affairs.
- (b) The proven gross negligence, misconduct, fraud or bad faith of such General Partner.
- (c) The proven breach by such General Partner of any provisions of this Agreement.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the General Partner, shall be entitled, whether pursuant to some other provisions of this Agreement, at law or in equity. A General Partner will not have liability for loss of income from or decrease in the value of the property which was retained in the form which such General Partner received it. In addition, the General Partner will not owe a fiduciary duty to the Partnership or to any Partner. The General Partner will owe a duty of loyalty and a duty of care to the Partnership. To the extent Texas law will permit, a General Partner who succeeds another will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner, and may accept as correct the records of the preceding General Partner without duty to audit the records or to inquire further into the administration of the predecessor and without liability for a predecessor's errors or omissions.

7.9 General Partner with Interest as Limited Partner. If a General Partner has or acquires an interest in the Partnership as a Limited Partner, such General Partner will, with respect to such limited Partnership interest, enjoy all the rights and be subject to all of the obligations and duties of a Limited Partner. With respect to such General Partner's general Partnership interest, such General Partner will continue to enjoy all the rights and remain subject to all of the obligations and duties of a General Partner.

ARTICLE VIII **POWERS, RIGHTS AND DUTIES OF LIMITED PARTNERS**

8.1 Requirements for Admission of Transferee as Limited Partner. A transferee of an interest in the Partnership shall be admitted to the Partnership as a substituted Limited Partner only upon satisfaction of the conditions set forth in this Section:

(a) Execution of this Agreement or a counterpart of this Agreement, as provided in Exhibit "A" to this Agreement, and such other documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Partnership to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement;

(b) Contribution of capital, if any, required by such transferee;

(c) Obtaining consent from the General Partner, such consent to be granted in the sole and absolute discretion of the General Partner; and

(d) Acquisition of such interest by such transferee by means of a Permitted Transfer.

8.2 Power of Attorney. Each Limited Partner does irrevocably constitute and appoint the General Partner, as his or her true and lawful attorney in fact and agent, which power of attorney is hereby declared to be coupled with an interest, in his or her name, place and stead to execute, acknowledge and file (a) the original Certificate of Formation and any later certificate, to be executed in compliance with the requirements of law, to be filed in the Office of the Secretary of the State of Texas; (b) the original assumed name certificate, and any later assumed name certificate, to be executed in compliance with the requirements of law, to be filed in the appropriate County Clerk's office; (c) all instruments required to effectuate the winding up or termination of the Partnership. The power of attorney granted herein shall not terminate upon the death or disability of a Limited Partner. No Person need inquire further than this Agreement of Limited Partnership for other evidence or proof of the General Partner's right and authority to bind the Partnership.

8.3 Rights and Restrictions of Limited Partners.

(a) Except as otherwise limited by the terms and provisions contained in this Agreement, the Limited Partners shall have all of the rights, and be afforded the status, of

limited partners as set forth in the TBOC. No Limited Partner shall have any right or power to (1) take part in the management or control of the Partnership or its business or affairs, (2) transact any business for the Partnership, or (3) sign for or bind the Partnership in any way.

(b) A Limited Partner will breach this Agreement if he (1) interferes in the management of the Partnership affairs; (2) engages in conduct which could result in the Partnership losing its tax status as a partnership; (3) engages in conduct that tends to bring the Partnership into disrepute; (4) breaches any confidentiality provisions of this Agreement; (5) fails to meet any commitment to the Partnership; or (6) owns a Partnership interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceedings. A Limited Partner who is in breach of this Agreement shall be liable to the Partnership for damages caused by such breach. The Partnership may offset for the damages against any distributions or return of capital to the Limited Partner who has breached this Agreement.

(c) No Limited Partner shall have the right or power to cause the winding up or termination of the Partnership by court decree or otherwise.

(d) The Limited Partners shall refer all bona fide offers for the purchase or sale of all or any part of the Partnership Property to the General Partner for negotiation.

(e) Nothing contained herein to the contrary, no Limited Partner shall be liable for any of the debts or other obligations of the Partnership or for any of the losses thereof beyond the Initial Capital Contribution and any Additional Capital Contributions of such Limited Partner unless the Limited Partners expressly assume such liability.

(f) All Limited Partners hereby agree to execute any and all instruments that they may be required to execute by any purchaser of said property in order to effect a sale of the Partnership Property.

8.4 Removal of a General Partner. Notwithstanding any provision herein to the contrary, a General Partner may not be removed unless there is at least one remaining General Partner. The Limited Partners may remove a General Partner upon the vote of 51% of the then outstanding ownership interest of the Limited Partners. Written notice of such determination setting forth the effective date of such removal shall be served upon such General Partner, and as of the effective date, shall terminate all of such Person's rights and powers as a General Partner hereunder, except for any accrued rights to receive payments authorized by Article XI hereunder. Such Partner shall thereafter cease to be a General Partner, and the removed General Partner shall automatically become a Limited Partner, and such removed General Partner's partnership interest shall be converted to a limited partnership interest. The remaining General Partners shall continue the business of the Partnership. Notwithstanding the foregoing, if a General Partner is in material breach of such General Partner's obligations and does not cure, or commence and diligently prosecute the curing of, such breach within ninety (90) days after notice thereof by any of the Limited Partners, or if he has committed any act or omission of fraud or malfeasance to the injury of the Partnership, then such General Partner may be removed upon agreement of 51%

of the then outstanding ownership interest of the Limited Partners. For purposes of the preceding sentence, a General Partner shall be considered to be in material breach of such General Partner's obligations (1) if a court in a final non-appealable judgment determines that such General Partner has committed an act of willful misconduct, gross negligence, or fraud; or (2) if a General Partner declares bankruptcy, becomes insolvent or terminated, or assigns all of such General Partner's assets for the benefit of such General Partner's creditors.

8.5 Investment Representations and Warranties of the Limited Partners. Each Limited Partner hereby represents and warrants with respect to such Limited Partner's execution of this Agreement (or by such Limited Partner's subscription and acceptance of this Agreement) and the interest in the Partnership to be acquired by him hereunder as follows:

(a) Such Limited Partner will not sell, assign or otherwise transfer such Limited Partner's interest in the Partnership to any Person except in accordance with this Agreement; such Limited Partner will obtain from any transferee of such Limited Partner's interest in the Partnership representations and warranties for the benefit of such Limited Partner and of the Partnership similar to those made in this Section and has made representations and warranties similar to those made in this Section;

(b) During the course of the discussion of this Agreement and prior to the execution thereof, such Limited Partner had adequate opportunity to ask questions of, and to receive answers from, the General Partner concerning the terms and conditions of this Agreement, the background and experience of the General Partner, the plans of the General Partner for the operation of the Partnership and all other matters related to this Agreement concerning which such Limited Partner desired to ask, and that such Limited Partner has asked and has had answered to the satisfaction of such Limited Partner all questions which such Limited Partner desired to ask;

(c) Such Limited Partner is acquiring the interest in the Partnership for investment and not with a view to a distribution thereof within the meaning of the Securities Act of 1933 and the Securities Act of the State of Texas;

(d) Such Limited Partner has such knowledge and experience in matters of finance, securities and investments, generally, that such Limited Partner is capable of evaluating the risks of entering into this Agreement;

(e) Such Limited Partner has experience and skill in investments based on actual participation;

(f) The General Partner has made available to such Limited Partner the opportunity to obtain any additional information necessary to verify the accuracy of the information given to such Limited Partner by the General Partner;

(g) Such Limited Partner has been informed by the General Partner that such Limited Partner may have to continue to bear the economic risk of entering into this Agreement for an indefinite period because of the restrictions on disposition of limited

partnership interests in the Partnership;

(h) The limited partnership interest acquired pursuant to this Agreement will not be sold, transferred or encumbered in contravention to this Agreement;

(i) Such Limited Partner recognizes that the Partnership will be newly organized and has no history of operations or earnings and is of a speculative nature;

(j) Such Limited Partner understands that no state or Federal governmental authority has made any finding or determination relating to the fairness for public investment of the ownership interests offered by the Partnership and that no state or Federal government authority has or will recommend or endorse these said ownership interests;

(k) Such Limited Partner recognizes that prior to this offering there has been no public market for the ownership interests offered by the Partnership, and it is likely that after the offering there will be no such market for these interests;

(l) Such Limited Partner is financially able to comply with his obligations hereunder; and such Limited Partner has adequate means of providing for current financial needs and possible personal contingencies, exclusive of the investment of such Limited Partner in the Partnership;

(m) Such Limited Partner understands that the Internal Revenue Service (the "Service") may disallow some or all of the deductions to be claimed by the Partnership and that the Service may attempt to treat the Partnership as an association taxable as a corporation which could have an adverse economic effect on the Partners by (1) taxation at the Partnership level resulting in double taxation and no flow through of loss, and (2) substantial reduction in yield, if any, on the Partners' investment in the Partnership; and

(n) Such Limited Partner is aware that the General Partner may be or may engage in business which is competitive with that of the Partnership, and such Limited Partner agrees to such activities even though there are conflicts of interest inherent therein.

ARTICLE IX

MANAGEMENT FEES AND OTHER EXPENSES

9.1 Management Fees. Except as provided in this Article, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership, nor shall any Partner be reimbursed for any expenses incurred by such Partner on behalf of the Partnership. In connection with the conduct, operation and sale of the Partnership Property and the operation of the Partnership, the General Partner as long as MicoMiguel, LLC is the sole General Partner, may not charge the Partnership management fees for managing the Partnership as MicoMiguel, LLC already receives a two and half percent (2.5%) of gross restaurant revenue as a licensing fee but shall be reimbursed for any direct expenses reasonably incurred in connection with the Partnership's business; provided, however, that no such expense shall be incurred other than at a

price which reflects a competitive market rate for such expense; and provided further, that no contract or arrangement entered into by a General Partner on behalf of the Partnership with such General Partner or an Affiliate shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party. The General Partner shall not be required to devote full time to the affairs of the Partnership, but shall diligently and faithfully devote whatever time, effort, and skill may be necessary for the conduct of the Partnership's business, and shall perform all of the duties of a General Partner which are provided for in this Agreement and the TBOC.

9.2 Expenses. The General Partner may charge to the Partnership and pay or recover out of Partnership funds, as and when available, the following: All fees that may be required by applicable state or local authorities relating to the formation and operation of the Partnership or in compliance with the terms of this Agreement, including but not limited to, all filing fees for assumed name certificates, the Certificate of Formation and all amendments thereto, all reasonable expenses incurred by the General Partner in connection with the organization and formation of the Partnership, all reasonable expenses incurred by the General Partner to acquire, preserve, protect, or perfect the title to the Partnership Property or to operate and maintain such property, including, but not limited to, travel expenses, attorneys' fees, accountants' fees and court costs incurred in connection with such matters and any sums owed by the Partnership pursuant to any contract entered by the General Partner pursuant to its authority under this Agreement; the cost of public liability insurance carried in connection with the business of the Partnership; taxes on property of the Partnership; principal and interest, and any other amounts whatsoever owing on any indebtedness of the Partnership, or any part hereof, or any instruments securing any of same, together with any expenses incurred in connection with renewing or rearranging such or any other indebtedness incurred for the benefit of the Partnership deemed necessary by the General Partner; and normal closing costs reasonably incurred in the event of the lease, sale or other disposition of the Partnership Property.

ARTICLE X

TRANSFERS OF PARTNERSHIP INTERESTS

10.1 Generally. Except as set forth herein, no Limited Partner may transfer all or any portion of such Partner's interest in the Partnership, without the prior consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner. Each Limited Partner agrees with the Partnership and all of the other Partners that such Limited Partner will not make or permit a disposition of all or any portion of its Partnership Interest in violation of the provisions of this Article X.

10.2 Permitted Transfers of Limited Partnership Interests.. Notwithstanding the foregoing provisions of Section 10.1, a Limited Partner may Transfer all or any part of the interest of such Limited Partner in the Partnership to: (a) the trustee of a trust created for the benefit of such Limited Partner or such Limited Partner's spouse, children or grandchildren; (b) any Wholly Owned Affiliate of such Limited Partner; (c) the guardian or legal representative of a Limited Partner as to whose estate a guardian or legal representative is appointed and to the executor or administrator of the estate of a deceased Limited Partner, or (d) to any other Person approved by all of the Partners (any such Transfer described above is referred to in this

Agreement as a "Permitted Transfer"). To be a Permitted Transfer, in addition to meeting the other requirements in this Agreement, the Transfer must be in writing, the terms of which are not in contravention of any of the provisions of the Agreement, and the Transfer must be received by the General Partner and recorded on the books of the Partnership. Until the effective date of a Permitted Transfer, both the Partnership and the Partners shall be entitled to treat the assignor of the transferred interest as the absolute owner thereof in all respects. Upon the Transfer to a trust described in 10.2 (a) above, legal title shall rest in such trust, but such interest shall be subject to the same events and circumstances as if the transferring Limited Partner continued to own such interest, and said transferring Limited Partner shall continue to exercise all rights and be liable for all duties imposed by this Agreement. If a transfer is made to a Person approved by all of the Partners, as permitted by Section 10.2(d) above, and the Limited Partner making such transfer will be receiving consideration in return for making such transfer, then prior to approving such transfer, the Partnership shall have the option for thirty (30) days to acquire such interest upon the same price and terms as the Person to whom such interest is being transferred. Any Assignee of a Limited Partner under the terms of this Section shall be entitled to receive the share of the Partnership Profits, Losses and distributions to which the Limited Partner from or under whom such interest was acquired would have been entitled; however, any such Assignee shall not automatically become a substituted Limited Partner unless the conditions of Section 8.1 are satisfied.

10.3 Additional Restrictions on Transfers. Notwithstanding Section 10.2, no disposition by a Partner, whether voluntary or involuntary, shall be effective unless (a) the General Partner shall have received a favorable opinion of the Partnership's legal counsel, or of legal counsel acceptable to the General Partner (which opinion shall be rendered at the expense of the transferor), to the effect that such disposition will not (1) violate the Securities Act or the registration requirements of any applicable state securities laws; (2) cause the Partnership or the General Partner to be subjected to any additional regulatory requirement; (3) cause the Partnership to be deemed terminated pursuant to Section 708 of the Code; (4) violate the laws of any state or the rules or regulations of any government agency applicable to such disposition; or (5) result in the Partnership being treated as an association taxable as a corporation for federal income tax purposes.

10.4 Transfers of General Partnership Interests. Except as otherwise provided in this Agreement, additional General Partners shall not be admitted to the Partnership without the consent of all the Partners. Notwithstanding the foregoing, each General Partner may Transfer all but not less than all of its General Partner interest in the Partnership at any time to (a) any Person who is such General Partner's Wholly Owned Affiliate, or (b) to any Person who is approved by all of the Partners. A transferee of a General Partner's interest hereunder shall be admitted as a General Partner with respect to such General Partner's interest if, and only if, all of the other Partners consent to such admission. In the event that the transferee of a General Partner's interest is admitted hereunder, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without winding up. A transferee who acquires a General Partner's interest hereunder by means of a Transfer that is permitted under this section, but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or otherwise to be treated as a General Partner.

10.5 Prohibited Transfers. Any purported Transfer by any Partner of an interest in the Partnership that is not a Permitted Transfer or a transfer permitted under Section 10.4 of this Agreement shall be null and void and of no effect whatever; provided that if the Partnership is required to recognize a Transfer that is not permitted (or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not permitted), the interest transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Partnership) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such interests may have to the Partnership. In the case of a Transfer or attempted Transfer of an interest that is not a Permitted Transfer or a transfer permitted under Section 10.4 of this Agreement, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.6 Acquisition of an Interest Conveyed to Another Without Authority. If any Person acquires a Partnership Interest, or becomes an Assignee, as the result of an order of a court which the Partnership is required by law to recognize, if a Partner's interest in the Partnership is subjected to a lawful "charging order", or if a Partner makes an unauthorized Transfer of an interest in the Partnership, the Partnership will have the unilateral option to acquire the interest of the Assignee, or any fraction or part thereof, upon the following terms and conditions:

(a) The Partnership will have the option to acquire the interest by giving written notice to the Assignee of its intent to purchase within ninety (90) days from the date it is finally determined that the Partnership is required to recognize the Transfer. If the Partnership fails to exercise its option within such 90-day period, the remaining Partners shall have the option to acquire pro rata shares of such interest by giving written notice to the Assignee of their intent to purchase within ninety (90) days following the expiration of the expired 90-day option period held by the Partnership.

(b) The valuation date for the determination of the purchase price of the interest will be the first day of the month following the month in which the notice is delivered.

(c) Unless the Partnership and the Assignee agree otherwise, the purchase price for the interest, or any fraction to be acquired by the Partnership, shall be its fair market value as determined by a written valuation report prepared by a Person qualified to perform business valuations of partnerships and ownership interests in partnerships describing the value of the ownership interest in the Partnership. Such written valuation report shall take into account all appropriate discounts which are applicable to such interest. Payment for the cost of such valuation report shall be made by such Assignee. Closing of the sale will occur at the principal office of the Partnership at 10:00 a.m. on the first Tuesday of the month following the month in which the Appraisal is rendered.

The purchase price paid by the Partnership shall be reduced by any costs or fees incurred by the Partnership in acquiring the interest of such Assignee.

(d) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in fifteen equal annual installments (or for a period of time equal to the remaining term of the Partnership if such period is less than fifteen years) with interest at the Default Rate of Interest. The first installment of principal, with interest, will be due and payable on the first day of the calendar year following closing, and subsequent annual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership will have the right to prepay all or any part of the purchase money obligation at any time without penalty.

(e) Neither the Assignee of an unauthorized Transfer nor the Partner causing the unauthorized Transfer shall have the right to vote on Partnership matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is closed.

10.7 Survival of Liabilities. It is expressly understood and agreed that no Transfer of a Partnership Interest, even if it subsequently results in the substitution of the Assignee as a Limited Partner herein, shall release the transferor or assignor from those liabilities as to the Partnership which survive such Transfer as a matter of law.

10.8 Partnership Interest Pledge or Encumbrance. No Partner may grant a security interest or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Partner's distributions without the consent of all the Partners. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent.

10.9 Nonrecognition of an Unauthorized Transfer. The Partnership will not be required to recognize the interest of any transferee who has obtained a purported transferred interest as the result of a Transfer that is not authorized by this Agreement and the Transfer shall be null and void for all purposes. If there is doubt as to ownership of an interest in the Partnership or who is entitled to distributions or liquidating proceeds or other property, the General Partner may accumulate such property until the issue is resolved to the satisfaction of the General Partner.

ARTICLE XI

WINDING UP AND TERMINATION OF THE PARTNERSHIP

11.1 Winding Up and Termination of the Partnership. The Partnership shall be immediately wound up upon the occurrence of any of the following (a "Liquidating Event"):

- (a) The expiration of the term set forth in Section 1.5;
- (b) The withdrawal or removal of a General Partner, the assignment by a General

Partner of its entire interest in the Partnership, or any other event that causes a General Partner to cease to be a general partner under the TBOC, provided that any such event shall not constitute a Liquidating Event if the Partnership is continued pursuant to this Article.

(c) The express written agreement executed by all of the Partners; or

(d) Within a reasonable period of time, as determined by the General Partner, after the sale, condemnation, foreclosure or other similar disposition of all of the Partnership Property or upon the happening of any other event which makes it unlawful, impossible, or impractical to carry on the business of the Partnership.

11.2 Withdrawals; Reconstitution. Winding up may occur pursuant to Section 11.1(b) of this Agreement, but if there is a remaining General Partner or if the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such event), agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more General Partners, the Partnership will be reconstituted and continued. A General Partner may have the power but not the right to withdraw at any time from the Partnership and cease to be a General Partner under the provisions of Section 153.155(b) of the TBOC by giving written notice to the other Partners. Any General Partner who withdraws or ceases to be a General Partner pursuant to Section 153.155(a) of the TBOC, before the expiration of the stated term of this Partnership violates this Agreement, and the Partnership may recover damages from the withdrawing General Partner, including the reasonable cost of obtaining replacement of the services the withdrawn Partner was obligated to perform, for breach of the Agreement. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, effect that recovery by offsetting those damages against the amount otherwise distributable to the withdrawing General Partner, reducing the Limited Partner's interest into which the withdrawing General Partner's interest may be converted under Section 153.158(a)(1) of the TBOC. Subject to the liability created under Section 153.155(b) of the TBOC, a General Partner who ceases to be a General Partner under Section 153.155(a) of the TBOC shall, at the option of the remaining General Partners or, if there are no remaining General Partners, at the option of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners in a vote that excludes any Limited Partner interest held by the withdrawing General Partner, convert the interest in that General Partner's capital account, including such General Partner's share of Profits, Losses and distributions, to that of a Limited Partner; or pay to the withdrawn General Partner in cash or other Partnership property of equivalent value, or secure by bond approved by a court of competent jurisdiction, the fair market value of such General Partner's interest in the Partnership, less the damages caused by such General Partner's breach of this Agreement.

11.3 Final Accounting. Upon winding up of the Partnership, an accounting shall be made of the accounts of the Partnership, the account of each Partner thereof, and of the Partnership's assets, liabilities and operations, from the date of the last previous accounting to the date of such winding up.

11.4 Liquidation and Priorities on Distribution. If the Partnership is terminated under Section 11.1, then in such event the Managing Partner shall act as the Liquidating Trustee and shall liquidate the Partnership as herein provided.

(a) If there is no Managing Partner or if the Managing Partner declines or ceases to serve as Liquidating Trustee, the Liquidating Trustee shall be elected by agreement of those Partners whose percentage interests aggregate 51% percent of the ownership interests of the Partners. The General Partner shall execute such documents that are reasonably required to enable the Partner(s) to perform and function as Liquidating Trustee.

(b) The Liquidating Trustee shall proceed to liquidate the assets of the Partnership and the proceeds of such liquidation shall be applied to the Partners (both General and Limited), in an amount equal to each Partner's percentage interest in the Partnership. Any property which is distributed in kind in liquidation shall be treated as if such property had been sold for its fair market value, the gain or losses from such property had been distributed to the Partners in accordance with the provisions herein, and the cash proceeds from the sale of such property had been distributed. All distribution to Partners (both General and Limited) shall be made in proportion to their respective sharing ratios as set forth on Exhibit B attached hereto regardless of the capital accounts of the Partners and notwithstanding any other provision herein to the contrary. Capital accounts of the Partners, notwithstanding anything herein to the contrary, shall only be used to determine the gain or loss for tax purposes of each Partner.

(c) After the foregoing distributions, this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder.

(d) If a disposition of the Partnership Property has been made on terms that produce a note or contract receivable to the Partnership, the dollar value attributable to each interest in such note or contract receivable distributed pursuant to this Section shall be, as to any distributee thereof, such distributee's pro rata portion of the face amount thereof, and the Liquidating Trustee shall be obliged to make a liquidating distribution in a fashion such that the Partners each are distributed a rateable share of cash items and a rateable share of receivables according to their respective total rights to liquidating distributions.

(e) Notwithstanding anything to the contrary set forth hereinabove, if, after the payment of current Partnership liabilities and obligations to the extent of the funds and/or properties available for that purpose, either any portion of a Partnership borrowing remains unpaid or the Liquidating Trustee determines that additional funds will be required to meet Partnership costs and expenses thereto incurred or for which the Partnership may become responsible, then the Liquidating Trustee shall be obligated to retain such required amounts, if available (or as when they become available), before any Partnership cash or property is distributed to any Partner.

11.6 Powers and Duties of Liquidating Trustee. Notwithstanding anything to the

contrary contained in this Agreement, the Liquidating Trustee shall be entitled to exercise such of the powers and authorities granted to the General Partner under Article VII hereof as are necessary and appropriate for the winding up and termination of the Partnership, and also shall be subject to the duties and obligations imposed upon the General Partner under Article VII.

11.7 Indemnification of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the Liquidating Trustee taking any action authorized under, or within the scope of, this Article; provided, however, that the Liquidating Trustee shall be entitled to no indemnification hereunder where the claim at issue arose out of:

(a) A matter entirely unrelated to the Liquidating Trustee's acting under the provisions of this Article;

(b) The proven gross negligence, willful misconduct, fraud or bad faith of the Liquidating Trustee; or

(c) The proven breach of the Liquidating Trustee of its obligations under this Article.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the Liquidating Trustee shall be entitled, at law or in equity.

ARTICLE XII **MISCELLANEOUS**

12.1 Notices. Any notices required hereunder shall be sent to the Partners (i) by electronic transmission, including e-mail, (ii) by personal service, or (iii) by certified or registered mail, return receipt requested at the address set forth for such parties, respectively, on Exhibit "A" of this Agreement. By giving to each General Partner written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. No transferee of any interest of any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer.

12.2 Additional Instruments. Each Partner hereby agrees to execute all such agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions contained herein.

12.3 Applicable to Successors. This Agreement and each provision herein shall be binding upon and applicable to, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, devisees, successors, assigns and legal representatives, except as otherwise expressly provided herein.

12.4 Waiver. No consent or waiver, express or implied, by any parties hereto of the breach or default by any other party or parties hereto in the performance by any such party or parties of its or their obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach of default in the performance of such other or others of the same or any other obligations of such other or others hereunder. Failure on the part of any party hereto to complain of any act of any of the other parties or to declare any of the other parties hereto in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

12.5 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.6 Amendment. This Agreement may be amended or modified at any time only if all Partners agree to such amendment or modification in writing.

12.7 Waiver of Rights to Partition. Inasmuch as all real and personal property owned by the Partnership is owned by the Partnership as an entity, and no party hereto, individually, has any ownership in such property, none of the parties hereto shall have any right to partition any of the Partnership Property, and all parties hereto hereby irrevocably waive any and all rights that any party hereto might have to maintain any action for partition of any of the Partnership Property with respect to their undivided interest, if any, therein, either as a partition in kind or a partition by sale.

12.8 Meetings of the Partners. Meetings of the Partners may be called by the General Partner and shall be called upon the written request of 51% of the then outstanding ownership interests of the Limited Partners. Notice of any such meeting shall be given to all Partners not less than seven (7) business days nor more than thirty (30) business days prior to the date of such meeting and shall state the nature of any business to be transacted thereof. Partners may vote in person or by proxy at such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of Partners. Except as otherwise expressly provided in this Agreement, the vote of a majority in interest (at least 51% of the then outstanding ownership interest) of the Partners shall control. For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Limited Partners requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) business days nor less than ten (10) business days before any such meeting. Each Limited Partner may authorize any Person or Persons to act for it by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or its attorney-in-fact. 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 revocable by the Limited Partner executing it. Each meeting of the Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the

conduct of the meeting as the General Partner or such other Person deem appropriate.

12.9 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Partners (including meeting of the General Partners) may be taken without a meeting if written consent setting forth the action to be taken is signed by all Partners (or General Partners, if applicable) entitled to vote. This consent will have the same force as a unanimous vote of the Partners (or General Partners, if applicable). The original signed consents shall be kept with the Partnership records.

12.10 Counterparts. This Agreement may be signed in a number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for the other counterparts hereof.

12.11 Gender. Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

12.12 Attorney Fees. In the event a dispute arises between any Partner(s) and the Partnership or between the Partners, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred.

12.13 Tax Audit. In the event the Partnership is audited by the Service, the costs and expenses incurred to defend and comply with the audit shall be an expense of the Partnership. Any audit of any individual Partner shall not be deemed to be an audit of this Partnership.

12.14 Foreign Qualification. Prior to the qualification of the Partnership to conduct business in any jurisdiction other than Texas, the General Partner shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the General Partner, with all requirements necessary to qualify the Partnership as a foreign limited partnership in that jurisdiction. At the request of the General Partner, each Partner shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with the terms of this Agreement that are necessary or appropriate to qualify, continue and terminate the Partnership as a foreign limited partnership in all jurisdictions in which the Partnership may conduct business.

12.15 Governing Law. This Agreement shall be subject to, and governed by, the laws of the State of Texas.

12.16 Reliance by Third Parties. Notwithstanding any other provision of this Agreement, any action taken by the General Partner on behalf of the Partnership shall be binding as to any Person who acts in reliance on the authority of the General Partner taking such action, and such Person shall have no duty to ascertain whether such General Partner has such authority

even if such action appears to be prohibited by this Agreement. Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to: (a) the identity of the Partners; (b) any conditions precedent to acts by the Partnership; (c) the Persons who are authorized to execute any documents and bind the Partnership; and (d) any other matter involving the Partnership or any Partner.

12.17 Entire Agreement. The Agreements and representations in this Partnership Agreement contain all of the Agreements and representations of the parties hereto, and it is expressly provided that the General Partner shall not be liable for any claim that may hereafter be made alleging any verbal agreement by and between the Parties hereto and the General Partner, or any General Partner's agents, employees or associates.

12.18 Headings. The heading of each of the articles and sections of this Agreement are inserted for convenience only and shall not be considered in construing the terms of this Agreement.

EXECUTED in multiple counterparts, by the General Partner and by the Limited Partners on the date indicated opposite their respective signatures below, all effective on the date aforementioned.

**AGREEMENT OF
LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partner percentage interest and the capital accounts as shown in the attached Exhibit A.

GENERAL PARTNER:

MicoMiguel, LLC

Michael Rodriguez, Managing Member

Date: _____

**AGREEMENT TO TERMS OF
LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of this Agreement of Limited Partnership of 1 MICO 12 LP, LLP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

LIMITED PARTNER:

**Mico Restaurant Partners LP, LLP
By its General Partner, MicoMiguel, LLC**

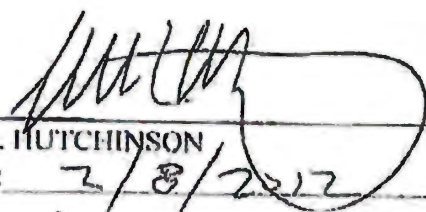
**Michael Rodriguez, Manager
MicoMiguel, LLC**

Date: _____

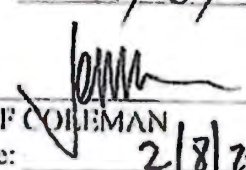
**AGREEMENT TO TERMS OF
LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

LIMITED PARTNERS:


BILL HUTCHINSON

Date: 2/8/2012

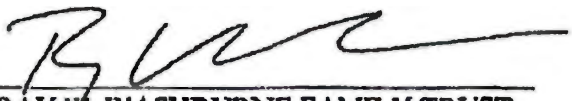

JEFF COLEMAN

Date: 2/8/2012.

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNERS:


RAY W. WASHBURNE FAMILY TRUST
By: Ray Washburne, Trustee
Date: _____


RICHARD P. WASHBURNE FAMILY
TRUST
By: Ray Washburne, Trustee
Date: _____

RPM-GS-TRUST
By: Robert P. McNutt, Trustee
Date: _____


STEPHEN R. SUMMERS
Date: 3-20-12

STEVE SCHENKEL
Date: _____

*

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNERS:

RAY W. WASHBURNE FAMILY TRUST
By: Ray Washburne, Trustee
Date: _____

RICHARD P. WASHBURNE FAMILY
TRUST
By: Ray Washburne, Trustee
Date: _____



RPM-GS-TRUST
By: Robert P. McNutt, Trustee
Date: 9 FEB 2012

STEPHEN R. SUMMERS
Date: _____

STEVE SCHENKEL
Date: _____

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNERS:

LAWRENCE BOCK

Date: _____

G.H. CRAMER, JR.

Date: _____

CTM2, LLC

By: W. "Trey" R. Dyer, III, managing
member of CTM2, LLC

Date: _____

RTR DINING VENTURES, LLC

By: Ryan Rogers, managing member of
RTR Dining Ventures, LLC

Date: _____

CLAY JENKENS

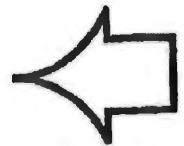
Date: _____

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNER:


DOMINGO GARCIA
Date: _____



DAVID HARRISON
Date: _____



HARVEY CARTER
Date: _____

MURRY HOLLAND
Date: _____

MATTHEW H. FLEEGER
Date: _____

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNER:

DOMINGO GARCIA

Date: _____

DAVID HARRISON

Date: _____

HARVEY CARTER

Date: _____

MURRY HOLLAND

Date: _____



MATTHEW H. FLEEGER

Date: 11/30/12

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNER:

DOMINGO GARCIA

Date: _____

DAVID HARRISON

Date: _____



HARVEY CARTER

Date: 2/9/12

MURRY HOLLAND

Date: _____

MATTHEW H. FLEEGER

Date: _____

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of 1 MICO 12 LP, LLP including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

INVESTOR LIMITED PARTNER:

DOMINGO GARCIA

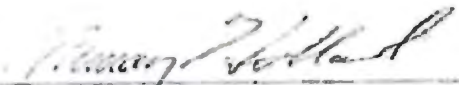
Date: _____

DAVID HARRISON

Date: _____

HARVEY CARTER

Date: _____



MURRY HOLLAND

Date: 3-21-12

MATTHEW H. FLEEGER

Date: _____

**AGREEMENT TO TERMS OF
THE AMENDED LIMITED PARTNERSHIP OF
1 MICO 12 LP, LLP**

EXHIBIT "A"

<u>Name and Address</u>	<u>Percentage Partnership Interest and Sharing Ratio</u>	<u>Capital Account*</u>
<u>General Partner:</u>		
MicoMiguel LLC 4444 McKinney Ave. Dallas, Texas 75205	1%*	\$ 100.00
<u>Limited Partners:</u>		
Mico Restaurant Partners LLP 4444 McKinney Ave. Dallas, Texas 75205	30.25%*	\$ 1,000.00
William L. Hutchinson and Jeffrey H. Coleman 3100 Monticello, Suite 300 Dallas, Texas 75205	30.25%*	\$ 5,000.00**
<u>Investor Limited Partners:</u>		
Lawrence Bock 6019 Berkshire Lane, Suite 200 Dallas, Texas 75225	33%*	\$ 300,000.00
	2.75%	\$ 25,000.00
G.H. "Buddy" Cramer, Jr. 5956 Sherry Lane, Suite 850 Dallas, Texas 75225	1.375%	\$ 12,500.00
David Harrison 4225 McKinney Ave, Unit 10 Dallas, Texas 75205	1.375%	\$ 12,500.00
CTM2, LLC 8350 N. Central Expressway, Suite 800	2.75%	\$ 25,000.00

Dallas, Texas 75205		
Domingo Garcia 400 S. Zang, Suite 600 Dallas, Texas 75208	2.75%	\$ 25,000.00
Steve Schenkel 3114 South Haskell Avenue Dallas, Texas 75223	2.75%	\$ 25,000.00
Stephen R. Summers 47 Highland Park Village, Suite 200 Dallas, Texas 75205	2.75%	\$ 25,000.00
Ray W. Washburne Family Trust Ray Washburne, Trustee 47 Highland Park Village, Suite 200 Dallas, Texas 75205	1.83%	\$ 16,600.00
Richard P. Washburne Family Trust Ray Washburne, Trustee 47 Highland Park Village, Suite 200 Dallas, Texas 75205	1.83%	\$ 16,600.00
R.P. McNutt GS Trust P O Box 79 Corsicana, Texas 75151	1.83%	\$ 16,600.00
Matt Fleeger 6640 Spring Valley Rd. Dallas, Texas 75254	5.5%	\$ 50,000.00
Clay Jenkins 3624 Potomac Dallas, Texas	2.75%	\$ 25,000.00
RTR Dining Ventures, LLC 16251 Dallas Pkwy, 13th Floor Addison, Texas 75001	5.5%	\$ 50,000.00
Harvey Carter	1.375%	\$ 12,500.00
Murray Holland	1.375%	\$ 12,500.00

- * Subject to preference rights of Investor Limited Partners as set forth in Section 6.02.
 ** Includes contribution of lease for 4444 McKinney Avenue, Dallas, Texas.

EXHIBIT 2

**AGREEMENT OF
LIMITED PARTNERSHIP OF
MICO44, LP, A TEXAS LIMITED PARTNERSHIP**

THE LIMITED PARTNERSHIP INTERESTS CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF THE STATE OF TEXAS AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM. THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF SUCH INTERESTS IS ALSO SUBJECT TO CERTAIN RESTRICTIONS WHICH ARE SET FORTH IN THIS AGREEMENT OF LIMITED PARTNERSHIP. DURING THE PERIOD IN WHICH SUCH LIMITED PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD BY THE ISSUER, AND FOR A PERIOD OF NINE MONTHS FROM THE LAST SALE BY THE ISSUER OF ONE OF SUCH LIMITED PARTNERSHIP INTERESTS, ALL RESALES OF ANY OF THE LIMITED PARTNERSHIP INTERESTS, BY ANY PERSON, MUST BE MADE ONLY TO THE PERSONS RESIDENT WITHIN THE STATE OF TEXAS WITHIN THE MEANING OF RULE 147 OF THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933. NO SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF ANY LIMITED PARTNERSHIP INTEREST WILL BE RECOGNIZED BY THE PARTNERSHIP UNLESS SUCH SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS MADE IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THIS AGREEMENT; OF THE SECURITIES ACT OF 1933, AS AMENDED; AND THE SECURITIES ACT OF THE STATE OF TEXAS, AS AMENDED, INCLUDING, WITHOUT LIMITATION, REGISTRATION UNDER SUCH ACTS IF REQUIRED UNDER THE PROVISIONS THEREOF.

THIS AGREEMENT OF LIMITED PARTNERSHIP (hereinafter referred to as the "Agreement"), is made effective as of the Effective Date entered below by the General Partner, by and between Mico44 GP, LLC ("General Partner"), and those parties listed in the attached Exhibit A and Exhibit A-1 which contains the names and the interest of the Limited Partners.

ARTICLE I
FORMATION. CERTIFICATES. TERM

1.1 Formation of Partnership. The parties hereto hereby form, pursuant to Chapters 151, 153 and 154 and Title I, to the extent applicable to limited partnerships, of the Texas Business Organizations Code (hereinafter, as from time to time amended, referred to as the ("TBOC")), a Limited Partnership, which organization is hereinafter referred to as the "Partnership." The rights, duties, status and liabilities of the Partners shall, except as hereinafter expressly stated to the contrary, be as provided for in the TBOC.

1.2 **Certificate of Formation: Other Documents.** The parties hereto shall execute, file, record and/or publish the amendment to the original Certificate of Formation and other documents conforming hereto, and take other appropriate action to comply with all legal requirements for the formation of a Limited Partnership under the TBOC, and for its operation in the State of Texas. The Partnership shall not conduct any business until the filing and acknowledgment of filing of such Certificate of Formation.

1.3 **Partnership Name.** The business of the Partnership shall be conducted under the name of MICO44, LP or such other name as the General Partner may select from time to time. The General Partner shall promptly execute, the, record and/or publish with the proper offices an assumed name certificate.

1.4 **Registered Agent. Registered Address and Principal Office.** The registered agent and registered office address for the Partnership in the State of Texas js: Michael Rodriguez, 3102 Maple Ave, Ste. 450, Dallas, Texas 75201. The principal place of business of the Partnership shall be at 3102 Maple Ave, Ste. 450, Dallas, Texas 75201 but substitute or additional places of business may be established at such other locations as may, from time to time, be determined by the General Partner. All records of the Partnership required by Section 153.551 of the TBOC will be maintained at the Principal Office.

1.5 **Term of Partnership.** The Partnership shall become effective upon the execution of this Agreement and the filing of the Certificate of Formation with the Secretary of State of the State of Texas, and shall remain effective until the Partnership is termination pursuant to the TBOC.

1.6 **Amendment to Certificate of Formation.** The General Partner shall file amendments to the Certificate of Formation whenever required by the TBOC. If a General Partner is unwilling or unable to sign a required amendment to the Certificate of Formation, the amended Certificate of Formation may be signed by any remaining or successor General Partners. Each General Partner appoints his successor and any remaining General Partners, if any, as his attorney in fact to sign such amended Certificate of Formation.

ARTICLE II **DEFINITIONS**

Whenever used in this Agreement, the terms set forth below shall be defined as follows:

2.1 **"Additional Capital Contribution"** shall mean that amount of money or other property, if any, that the Partners may contribute to the Partnership for additional capital, if any, to be used for operating capital.

2.2 **"Adjusted Capital Account Deficit"** means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partners' capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such capital account any amounts which such Limited Partner is

obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Section 704 of the Code and the Regulations thereunder, and

(b) Debit to such capital account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

2.3 "Affiliate" means, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with such Partners. The term "control" as used in this definition means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

2.4 "Assignee" shall mean a Person who has acquired all or a portion of an interest in the Partnership by assignment or transfer as of the date the assignment or Transfer of such interest becomes effective. An Assignee has only the rights granted to an assignee as provided by Subchapter F, Chapter 153 of the TBOC. An Assignee does not have the right to become a Partner, except as provided in this Agreement or unless all partners consent as provided by Section 153.253 of the TBOC. An Assignee shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the TBOC or this Agreement. In addition, no Assignee of an interest in the Partnership shall have the right to assign any transferred interest except as otherwise provided in this Agreement.

2.5 "Capital Contribution" means the total contribution to the capital of the Partnership which a Partner is legally bound and obligated to make, which among is designated as a Capital Contribution for such Partner pursuant to Article IV of this Agreement.

2.6 "Certificate of Formation" shall mean the Certificate of Formation of Limited Partnership to be filed on behalf of the Partnership as required by the appropriate provisions of Chapter 3 of the TBOC, and all amendments thereto and substitutions thereof.

2.7 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.8 "Contribution Agreement" means, with respect to each of the Partners, the agreement respecting the original Capital Contribution to be made by, or on behalf of, each such Partner pursuant to Section 4.2 hereof, as described more fully in Section 4.3 hereof.

2.9 "Default Rate of Interest" shall mean the rate per annum equal to the lesser of
(a) the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street

Journal which is also the base rate on corporate loans at large United States money center commercial banks as its prime commercial or similar reference interest rate, with adjustments to be made on the same date as any change in the rate, and (b) the maximum rate permitted by applicable law.

2.10 "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, further that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

1.11 Distributable Cash shall mean, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership property, other than (a) Capital Contributions with interest earned pending its utilization; (b) financing or other loan proceeds; (c) reserves for working capital; and (d) other amounts that the General Partner reasonably determines should be retained by the Partnership in accordance with the General Partner's discretion under Section 6.1 hereof, not to exceed six months of operating reserves. Distributable cash is subject to the preference rights of the Investor Limited Partners as outlined in Section 6.2 below.

2.12 "General Partner" or "General Partners" shall mean all Persons designated as a General Partner on Exhibit "A" and any successor General Partners pursuant to the terms of this Agreement, but does not include any Person who has ceased to be a General Partner.

2.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership, provided that the initial Gross Asset Values of the assets contributed to the Partnership shall be as set forth in Exhibit "A", and provided further that if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall require the agreement of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners (such agreement need not be in writing, and any such agreement will be presumed to have been made by the required percentage ownership interest unless there is clear and convincing evidence to the contrary), except that the determination of the fair market value of a contributed asset of a General Partner may, if such General Partner chooses, be made by written appraisal from a qualified appraiser, and such written appraisal shall control;

(b) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (1) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (2) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership Property as consideration for an interest in the Partnership; and (3) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(c) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Partners' capital accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Section 5.2(c) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section to the extent the General Partner determines that an adjustment pursuant to Section 2.13(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.13(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.13(a), 2.13(b), or 2.13(d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

2.14 "Initial Capital Contribution" shall mean that amount of money or property initially contributed by the Partners as set forth in Exhibit "A-1" hereto.

2.15 "Limited Partner" or "Limited Partners" shall mean the Persons admitted to the Partnership as original, additional or substituted Limited Partners as reflected on Exhibit "A" as amended.

(a) "Founding Limited Partners" shall mean the initial Limited Partners identified as Founders and shall hold a combined total interest of Sixty Percent (60%).

(b) "Investor Limited Partners" shall mean the initial Limited Partners identified as Investors and shall hold a combined total interest of Forty Percent (40%).

2.16 "Partner" or "Partners" shall mean individually a General Partner, or Limited Partner, or collectively the General Partners and the Limited Partners.

2.17 "Partnership Property" shall mean that property, real or personal, including but not limited to real estate, investment limited partnerships, cash, stocks, bonds and similar investments, which is contributed to or acquired by the Partnership.

2.18 "Person" shall mean any individual, business trust, registered limited liability partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, administrator, nominee, or any other legal or commercial entity.

2.19 "Profits" or "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Partnership described in Code Section 1.705(a)(2)(B) or treated as Code Section 1.705(a)(2)(B) expenditures pursuant to Section 1.704-1 (b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(a) or Section 2.13(c) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Partnership Property, with respect to which gain or loss is recognized for federal income tax purposes, shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.10 hereof; and

(f) Notwithstanding any other provision in this Section, any items which

are specially allocated pursuant to Section 5.2 or Section 5.3 hereof shall not be taken into account in computing Profits or Losses.

2.20 "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.21 "Securities Act" shall mean the Securities Act of 1933, as amended.

2.22 "Transfer" when used as a noun shall mean any voluntary or involuntary transfer, sale, pledge, hypothecation, assignment or other disposition, and as a verb shall mean voluntarily or involuntarily to transfer, sell, pledge, hypothecate, assign or otherwise dispose.

2.23 "Wholly Owned Affiliate" of any Person shall mean an Affiliate of such Person 100% of the voting stock or beneficial ownership of which is owned by such Person, directly or indirectly, through one or more Wholly Owned Affiliates, or by any Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person and an Affiliate of such Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person.

ARTICLE III

PURPOSE AND BUSINESS OF THE PARTNERSHIP

3.1 Purposes and Business of the Partnership. The purposes of the Partnership shall be to (a) own, operate and manage a restaurant on leased premises located at 9810 N Central Expressway, Ste 600, Dallas, TX 75231; (b) exercise all of the rights, duties and obligations of an owner of such restaurant; (c) to reinvest, in any manner and in any related real or personal property which the General Partner deems appropriate, all proceeds derived from the Partnership Property; (d) to invest the Partnership Property in any manner deemed reasonable by the General Partner, in any real or personal property; and (e) to conduct any other business or make any investment which a limited partnership may make without violating the TBOC or any other applicable law relating to the operating of the restaurant described in (a). Without limiting the generality of the foregoing, the purposes of the Partnership shall specifically include the transaction of any and all lawful business for which limited partnerships may be formed under the Texas Business Organizations Code. It is understood and agreed among the Partners that the restaurant business being operated by this Partnership is under and subject to a licensing agreement with, Michael Rodriguez, at five percent (5%) of the gross monthly restaurant receipts. This fee covers the intellectual property including the recipes, menu, concept and some brand names all of which are owned by Michael Rodriguez and licensed to the Partnership for its use at the leased premises.

3.2 Powers. The General Partner may make, enter into, deliver and perform all contracts, agreements or undertakings, pay all costs and expenses and perform all acts

deemed appropriate by the General Partner to carry out the Partnership purposes, subject to the limitations of this Agreement and the TBOC.

3.3 Other Transactions of Partners.

(a) It is acknowledged that the Partners may in the future, from time to time, obtain additional opportunities to acquire property for investment, development or otherwise. Each Partner shall be free to acquire such interests in other property as such Partner may in such Partner's sole discretion deem desirable without having to offer interests in such property to the other Partners of this Partnership, and such action on the part of any Partner shall not be deemed a breach of any fiduciary relationship owed by that Partner to the other Partners or the Partnership. Participation in the Partnership shall not in any way act as a restraint on the other present or future business activities or investments of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner, whether or not such activities are competitive with the business of the Partnership. As a result of this Agreement, no Partner (or Affiliate of any Partner) shall be obligated or bound to offer or present offered to them or the Partnership or any of the other Partners any business opportunity presented to or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Partner (or any Affiliate of a Partner) or any employee, officer, director, member, manager, or shareholder of such Partner for its account or the account of others. In furtherance thereof, the Partners hereby agree that any business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be conclusively deemed not to be a business activity in competition with, or an opportunity of the Partnership. Any such business or activity of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner may be undertaken with or without prior notice to or participation therein by the Partnership or the other Partners. Each Partner and the Partnership hereby waive any right or claim such Partner or the Partnership may have against a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner with respect to such business or activity or the income or profits thereof.

(b) The Partnership may contract with any of the Partners or their Affiliates for the purchase of goods and services for the benefit of the Partnership at any time provided that the compensation paid to such Person shall be commensurate with rates prevailing for such services at the time such services are performed, and any charges so incurred shall be deemed expenses of the Partnership. The General Partner shall have the authority to enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (a) a trust of which a Partner is a trustee or beneficiary; (b) an estate of which a Partner is a personal representative or beneficiary; (c) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (d) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (e) any Partner, acting individually; or (f) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

ARTICLE IV
CAPITAL CONTRIBUTIONS
SHARES OF PROFITS AND LOSSES

4.1 Ownership and Sharing Percentages. The percentage interest of each Partner is set forth in Exhibit A-1. A Partner's percentage interest will be determinative of: (a) a Partner's ownership interest in the Partnership as an entity; (b) a Partner's interest in the distribution of Distributable Cash; (c) a Partners allocable share of the items of Profits and Losses; and (d) a Partner's distributive share of cash and other property upon winding up of the Partnership after receipt of the return of his or her capital account. .

4.2 Capital Accounts. The initial amount of each Partner's capital account is shown in the attached Exhibit A-1.

4.3 Contribution Agreements. The General Partner, on behalf of the Partnership, shall enter into the Contribution Agreements, and any agreement referred to therein, without requirement of any further act, approval, or vote of any other Person, and such agreements shall be deemed to satisfy all requirements of this Agreement.

4.4 Additional Capital Contributions. Subject to Section 4.8, the Partners shall be permitted to make Additional Capital Contributions on a pro rata or non pro rata basis. Additional Capital Contributions by a Limited Partner will be subject to the consent of the General Partner. Additional Capital Contributions by the General Partner will be subject to the consent of 51% of the then outstanding ownership interest of the Limited Partners. The required consent need not be in writing, and any Additional Capital Contributions will be presumed to have been made with the required consent unless there is clear and convincing evidence to the contrary.

4.5 Capital Accounts. A Partnership capital account shall be established for each Partner and shall be maintained at all times throughout the existence of the Partnership in a manner so as to correspond to the rules set forth in Article V. The amount in a Partner's capital account shall as of the date of this agreement of limited partnership be the amount which is shown in Exhibit A-1. A Partner's capital account shall be credited with any Additional Capital Contribution, and any other voluntary Capital Contribution made by such Partner when made, and such Partner's share of Partnership Profits. A Partner's capital account shall be decreased by the amount of money and the fair market value of property distributed to such Partner (net of liabilities securing such distributed property that the Partner is considered to assume or take subject to under Section 752 of the Code) and by the amount of losses allocated to such Partner, by such Partner's distributive share of the items described in Section 705(a)(1)(B) and 705(a)(2)(B) of the Code, and by other items of deduction specially allocated to such Partner. The capital accounts shall not bear interest. Additional Capital Contributions shall be recorded at the fair market value of the assets contributed by the Partner and the distributions to a Partner shall also be recorded at the fair market value of the assets distributed. The provisions in this Agreement regarding the formation and maintenance of capital accounts are intended to comply with Sections 1.704-1(b) and 1.704-1(c) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General

Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the General Partner, or the Limited Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article XI hereof upon the winding up of the Partnership. The General Partner also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations, and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations. Capital accounts shall only be taken into consideration for the purpose of determining each Partner's gain or loss for tax purposes. Notwithstanding the amount of each Partner's capital account, all distributions of gain, loss, cash or property shall be allocated among the Partners in proportion to their respective percentage partnership interests or sharing ratios as shown in Exhibit A-1.

4.6 Limitation of Liability. No Limited Partner herein shall be liable for any sum of money in excess of the total sums which have been contributed and agreed to be contributed by such Limited Partner in this Agreement.

4.7 Return of Capital. No Partner shall have the right to withdraw, demand a return or reduce his Capital Contribution to the Partnership. In the event a return of or reduction in the capital account of a Partner is made, any amounts paid to such Partner shall be reduced by all costs, fees and other expenses incurred by the Partnership in facilitating such return of or reduction in capital.

4.8 Additional Operating Capital

- (a) The General Partner, in its sole discretion, may from time to time by written notice to the Limited Partners request that any Limited Partner make an Additional Contribution; provided, however, the General Partner shall have no obligation to make any such request, and a Limited Partner shall have no personal liability for a failure to make any Additional Contribution. The dates, amounts and other terms of any Additional Contributions shall be determined by the General Partner, in its sole discretion. In no event shall the amounts requested exceed two week's operating capital for the business(es) described in Section 3.1 above.
- (b) Should one or more Limited Partners choose to make the requested Additional Capital Contributions, the Additional Contribution of these contributing Limited Partners will receive a preferred treatment for Distributions in that the Additional Contributions shall be repaid from Distributions pro-rata to the contributing Limited Partners prior to any additional distributions being made to the non-contributing Limited

Partners.

4.9 Use of Contributions. The cash and property contributed by the Partners, initially being the aggregate amounts reflected on Exhibit "A" will be utilized by the Partnership for the purposes of the Partnership set forth in Article III.

4.10 Nature of Interests. All property owned by the Partnership, whether real or personal, tangible or intangible shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

ARTICLE VI **ACCOUNTING**

5.1 Profits and Losses. After giving effect to the special allocations set forth in Sections 5.2 and 5.3 hereof and subject to the limitations of Sections 5.1(a) and 5.1(b), Profits or Losses for any fiscal year shall be allocated among the Partners in proportion to their ownership interests in the Partnership.

(a) Notwithstanding the foregoing, the Losses allocated pursuant to this Section 5.1(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Limited Partners to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitations set forth in this Section 5.1(a) shall be allocated to the General Partner.

(b) In the event Losses have been allocated to the General Partner pursuant to Section 5.1(a) hereof, 100% of the Profits shall be allocated to the General Partner until the cumulative Profits allocated pursuant to this Section 5.1(b) for the current and all prior fiscal years are equal to the cumulative Losses allocated pursuant to Section 5.1(a) hereof for all prior fiscal years.

5.2 Special Allocations. The following special allocations shall be made in the following order:

(a) **Qualified Income Offset.** In the event any Limited Partner unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 5.2(a) shall be made only if and to the extent that such Limited Partner has an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.2(a) were not in this Agreement.

(b) **Gross Income Allocation.** In the event any Limited Partner has a deficit capital account at the end of any Partnership fiscal year which is in excess of the sum of (1) the amount such Limited Partner is obligated to restore pursuant to any provision of

this Agreement, and (2) the amount such Limited Partner is deemed to be obligated to restore, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.2(b) shall be made only if and to the extent that such Limited Partner has a deficit capital account in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.2(a) hereof and this Section 5.2(b) were not in this Agreement.

(c) **Section 754 Adjustments.** To the extent an adjustments to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.701-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

5.3 **Curative Allocations.** The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (a) apply the provisions of Sections 5.2(a) and 5.2(b) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from such allocations, and (b) divide all allocations pursuant to Sections 5.2(a) and 5.2(b) hereof among the Partners in a manner that is likely to minimize such economic distortions.

5.4 **Other Allocation Rules.**

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) All allocations to the Partners pursuant to this Article V shall, except as otherwise provided, be divided among them in proportion to the Partners' ownership interests in the Partnership.

(c) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

5.5 **Tax Allocations: Code Section 704(c).** In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to account for any variation between the adjusted basis

Page 12- Mico44, LP, Limited Partnership Agreement

of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.13(a) hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(b) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

5.6 Fiscal Year and Annual Accounting. The Partnership fiscal year shall be the calendar year. The Partnership books shall be kept on the cash receipts and disbursements method of accounting or in accordance with generally accepted accounting principles, at the discretion of the General Partner. The General Partner shall furnish to the Partners, on a quarterly basis, accounting reports reflecting Partnership income and expenses. In addition, the General Partner shall provide the Partners with the full annual Partnership tax return for the preceding year in a timely manner to comply with all Code reporting deadlines.

ARTICLE VI **DISTRIBUTIONS**

6.1 Distributions of Partnership Funds.

(a) Distributions of Distributable Cash shall be made at such times as may be determined by the General Partner, but no less frequently than annually, as provided in this Section 6.1 but subject to the preferential distribution rights set forth in Section 6.2 below. Distributions to Partners (both General and Limited) shall be made in the same proportion that each partner's sharing ratio as shown in the attached Exhibit A. Unless agreed in writing by a transferor and transferee, Distributable Cash allocable to a transferred Partnership interest which may have been transferred during any year shall be distributed to the holder of such Partnership interest who was recognized as the owner on the date of such distribution, without regard to the results of Partnership operations during the year. With regard to Distributable Cash and other Partnership Property, the General Partner shall make a determination, in accordance with such General Partner's duty of care and loyalty to the Partnership, as to the need for the Partnership Property in the operation of the Partnership business, considering current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership's purposes. It is the duty of the General Partner, in determining the amount of Distributable Cash available for the payment of distributions, to take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing such debts within the limits of the Partnership's credit, and the

preservation of its capital as represented in the Partnership Property as a fund for the protection of its creditors. Any contributed Partnership Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of Partnership Property contributed to the Partnership or from the sale of any Partnership Property purchased with borrowed funds, or any reinvestment of any of the Partnership Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any Distributable Cash derived from income may, to the extent deemed unnecessary for the purposes of the Partnership by the General Partner under the foregoing standard, be distributed in accordance with this Agreement.

(b) Provided funds are available, within ninety (90) days of the close of each fiscal year, the Partnership shall first distribute to the Partners, in proportion to their Partnership Interests, an aggregate amount equal to the Tax Distribution Amount for that fiscal year. "Tax Distribution Amount" means, with respect to any fiscal year, an amount equal to the greater of (i) zero or (ii) the product of (A) the highest marginal federal income tax rate applicable to individual taxpayers for the fiscal year (except that if any portion of the taxable income and gain allocated to the Partners for that fiscal year is subject to taxation at capital gains rates, then for such portion only the highest marginal federal income tax rate applicable to capital gains for individual taxpayers for the fiscal year shall be used), and (B) (1) the aggregate items of taxable income and gain allocated to the Partners for that fiscal year minus (2) the aggregate items of tax deduction and loss allocated to the Partners for that fiscal year. For purposes of the preceding sentence, if the sum of the amounts described in clause (B) for the current and all prior fiscal years is less than the amount described in clause (B) for the current- year, then such sum shall be used in place of the amount described in clause (B) for purposes of the preceding sentence.

6.2 **Preference Rights on Distributions.** Those limited partners shown in Exhibit "A" that are named Investor Limited Partners shall have a preference on distributions as follows:

Until such time as they have been repaid the money, the Investor Limited Partners have a preference on distributions equal to eighty percent (80%) of any distributable cash. The remaining twenty per cent (20%) during this period shall be distributed twenty per cent (20%) to the Founding Limited Partners. At such time as the Investor Limited Partners have been repaid their capital contribution, then at such time any Distributions shall be in accordance with the percentage ownerships shown in Exhibit A-1.

6.3 **Confidentiality of Information.** Each Partner is entitled to all information under the circumstances and subject to the conditions stated in this Agreement and the TBOC. In addition, the Partners acknowledge that they may receive information regarding the Partnership in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner shall hold in strict confidence any information it receives regarding the Partnership that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any Person other than another Partner, except for disclosures compelled by law, or

disclosures made to advisers or representatives of the Partner (if they have agreed to be bound by the provisions of this section). The Partners agree that the provisions of this section may be enforced by specific performance.

6.4 Loans. Any Person may, with the consent of the General Partner, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at such rate as the General Partner and the lending Partner shall agree but not in excess of the maximum rate permitted by law. If a General Partner, or an Affiliate of a General Partner, is the lending Partner, the rate of interest shall be determined by the General Partner taking into consideration, without limitation, prevailing interest rates and the interest rates such General Partner or an Affiliate of such General Partner would be required to pay in the event such General Partners or Affiliate of such General Partner had itself borrowed funds to loan or advance to the Partnership, and the terms and conditions of such loan, including the rate of interest, shall be no less favorable to the Partnership than if the lender had been an independent third party.

ARTICLE VII

POWERS, RIGHTS AND DUTIES OF GENERAL PARTNERS

7.1 Management. If there is only one General Partner, such General Partner shall be the Managing Partner. If there is more than one General Partner and no Managing Partner is serving, then 51% of the then outstanding ownership interest of the General Partners shall appoint a Managing Partner. A Managing Partner shall serve until the designation is revoked, until such Managing Partner is removed by vote of 51% of the then outstanding ownership interest of the General Partners, or until the Managing Partner ceases to serve for any other reason. If a Managing Partner is designated, the Managing Partner is authorized and directed to manage and control the assets and the business of the Partnership. The Managing Partner may exercise all of the powers which could be exercised by majority consent of the General Partners. It is understood and agreed that the Managing Partner shall consult and confer with the General Partners before taking any steps resulting in any substantial change in the operation or policies of the Partnership affairs, or the sale of any portion of the Partnership assets other than in the usual course of business, or in any manner which affects the Partnership business in a manner judged unusual by the Partners in the ordinary operation of the Partnership business. If a Managing Partner is serving as such, any reference to "General Partner" in this Agreement shall also include "Managing Partner" if applicable.

7.2 Successor General Partners. If there are multiple General Partners and one or more of them withdraws or ceases to serve for any reason and there is at least one remaining General Partner, the business of the Partnership is permitted to continue by the remaining General Partner without amendment to this Agreement. Prior to the withdrawal of all multiple General Partners or the withdrawal of a sole General Partner, additional General Partners may be appointed to serve as successor General Partners (each such General Partner is referred to herein as a "Designated Successor General Partner") by all of the remaining Partners acting unanimously. If a General Partner, serving alone, withdraws or ceases to serve for any reason and there are no Designated Successor General Partners remaining, then

without amendment to this Agreement, the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such withdrawal or cessation of service), may agree in writing to continue the business of the Partnership and to the appointment effective as of the date of such event, of one or more General Partners. Any Designated Successor General Partner will not have the duties nor the liabilities of a General Partner until such time as the successor actually accepts and assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of service as a General Partner.

7.3 **Resignation by General Partner.** No General Partner shall have the right to withdraw from the Partnership before the Partnership is terminated. If such General Partner does attempt to withdraw as a General Partner, such attempt shall be considered a breach of this Agreement, and such General Partner's general Partnership interest shall convert to that of a Limited Partner.

7.4 **Authority of General Partner.** Subject to the limitations of this Agreement, and to the fiduciary obligations and limitations imposed upon the General Partner at law, the General Partner shall manage the day-to-day operations of the Partnership. The General Partner shall have the authority to take any action which the General Partner believes in good faith to be in furtherance of the Partnership business and purposes and to exercise all rights and powers generally conferred by law in connection therewith. No Person dealing with the Partnership shall be required to inquire into, or obtain any consents or other documentation as to the authority of the General Partner to take any such action or to exercise any such rights or powers. Specifically:

(a) The General Partner shall have the right, power and authority on behalf of the Partnership:

(1) To receive and hold all Partnership Property in the name of the Partnership or the name of the limited partnership which was amended to become this limited partnership;

(2) To obtain and maintain such insurance as is deemed to be desirable and appropriate by the General Partner;

(3) To open, maintain, and close bank accounts, brokerage accounts and checking accounts in the name of the Partnership, to designate and change signatories on such accounts, and to draw checks and other orders for the payment of monies;

(4) To engage accountants, attorneys and any and all other agents and assistants, both professional and non-professional, which may include the General Partner, and to compensate them reasonably for services rendered;

(5) To collect all sums due to the Partnership;

(6) To prepare and file all tax returns of the Partnership and to make all elections for the Partnership thereunder;

(7) To the extent that funds of the Partnership are available therefor, to pay as they become due all debts and obligations of the Partnership;

(8) To sell, assign, lease, exchange, convert or otherwise transfer or dispose of all or part of the Partnership Property, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(9) To mortgage, pledge, grant a security interest in, or incur, renew, or refinance any indebtedness of the Partnership, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(10) To vote and exercise all other rights available to the holder of any securities included in the Partnership Property;

(11) To take any and all other action, including legal action, that the General Partner deems necessary, appropriate or advisable in furtherance of the Partnership's business and purposes; and

(12) To enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (i) a trust of which a Partner is a trustee or beneficiary; (ii) an estate of which a Partner is a personal representative or beneficiary; (iii) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (iv) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (v) any Partner, acting individually; or (vi) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

(b) The General Partner or his nominee shall hold legal title to the Partnership Property and shall have the sole authority to manage, deal with, negotiate and contract with respect to, and convey the Partnership Property on behalf of the Partnership.

(c) The General Partner shall act in good faith in the performance of the General Partner's obligations hereunder, but shall have no liability or obligation to any of the Limited Partners or the Partnership for any decision made or action taken in connection with the discharge of the General Partner's duties hereunder if such decision or action is made or taken in good faith and in the exercise of due care in connection with the Partnership business.

(d) The General Partner shall have the power to designate, from time to time, a depository of Partnership funds, and to draw upon the same for Partnership purposes.

(e) Any person dealing with the Partnership or the General Partner may rely on a certificate signed by the General Partner concerning:

- (1) The identity of the General Partner or any other Partner;
- (2) The existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the General Partner or in any other manner germane to the business and affairs of the Partnership;
- (3) The person or persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (4) Any act or failure to act by the Partnership or concerning any other matter whatsoever involving the Partnership or any Partner.

7.5 **Requirement of Unanimous Consent.** The General Partner shall not have the authority to enter into any of the following transactions without the unanimous consent of all the Partners:

- (a) Terminate, liquidate and wind up the Partnership, except as otherwise provided in this Agreement;
- (b) Do any act that would make it impossible to carry on the purposes of the Partnership and business of the Partnership (provided, however, that the sale or other disposition of all or any Partnership Property shall not be deemed to be an act making it impossible for the Partnership to carry on its business);
- (c) Engage in any business activity other than that which is consistent with the purposes of the Partnership;
- (d) Amend this Agreement, except as otherwise provided in this Agreement

7.6 **Restrictions of General Partner.** The General Partner will not have the authority to enter into any of the following transactions without the consent of 51% of the outstanding ownership interest of all of the Partners:

- (a) Prior to the actual termination of the Partnership, sell substantially all of the Partnership Property in liquidation or cessation of business;
- (b) Compromise any claim or dispute having an amount or value in issue in excess of 50% of the total value of the Partnership Property;
- (c) Confess a judgment against the Partnership;
- (d) Do any act in violation of this Agreement;
- (e) Make, execute or deliver any assignments for the benefit of creditors;
- (f) Do any act for which the consent of the Limited Partners is required by

the TBOC.

7.7 **Dissolution or Bankruptcy of a Partner.** On the dissolution, winding up, termination, or bankruptcy of a Partner, such Partner and his successors shall thereafter have the status of an Assignee and shall receive distributions to which such Assignee is entitled. For purposes of this Agreement, the bankruptcy of a Partner shall be deemed to have occurred upon the happening of any event described in subsections (4) and (5) of Section 153.155(a) of the TBOC.

7.8 **Indemnification of the General Partners.** The General Partners shall be jointly and severally indemnified and held harmless by the Partnership and by each other to the extent of each Partner's individual ownership in the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the management of the Partnership affairs or to any Persons acting as an employee while in the course of managing the Partnership affairs; provided, however, that no General Partner shall be entitled to indemnification hereunder where the claim at issue is based upon any of the following:

(a) A matter entirely unrelated to such General Partner's management of the Partnership affairs.

(b) The proven gross negligence, misconduct, fraud or bad faith of such General Partner.

(c) The proven breach by such General Partner of any provisions of this Agreement.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the General Partner, shall be entitled, whether pursuant to some other provisions of this Agreement, at law or in equity. A General Partner will not have liability for loss of income from or decrease in the value of the property which was retained in the form which such General Partner received it. In addition, the General Partner will not owe a fiduciary duty to the Partnership or to any Partner. The General Partner will owe a duty of loyalty and a duty of care to the Partnership. To the extent Texas law will permit, a General Partner who succeeds another will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner, and may accept or correct the records of the preceding General Partner without duty to audit the records or to inquire further into the administration of the predecessor and without liability for a predecessor's errors or omissions.

7.9 **General Partner with Interest as Limited Partner.** If a General Partner has or acquires an interest in the Partnership as a Limited Partner, such General Partner will with respect to such limited Partnership interest enjoy all the rights and be subject to all of the obligations and duties of a Limited Partner. With respect to such General Partner's general Partnership interest, such General Partner will continue to enjoy all the rights and remain subject to all of the obligations and duties of a General Partner.

ARTICLE VII
POWERS, RIGHTS AND DUTIES OF LIMITED PARTNERS

8.1 Requirements for Admission of Transferee as Limited Partner. A transferee of an interest in the Partnership shall be admitted to the Partnership as a substituted Limited Partner only upon satisfaction of the conditions set forth in this Section:

(a) Execution of this Agreement or a counterpart of this Agreement, as provided in Exhibit "A-1" to this Agreement, and such other documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Partnership to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement;

(b) Contribution of capital, if any, required by such transferee;

(c) Obtaining consent from the General Partner, such consent to be granted in the sole and absolute discretion of the General Partner; and

(d) Acquisition of such interest by such transferee by means of a Permitted Transfer.

8.2 Power of Attorney. Each Limited Partner does irrevocably constitute and appoint the General Partner, as his or her true and lawful attorney in fact and agent, which power of attorney is hereby declared to be coupled with an interest, in his or her name, place and stead to execute acknowledge and file (a) the original Certificate of Formation and any later certificate, to be executed in compliance with the requirements of law, to be filed in the Office of the Secretary of the State of Texas; (b) the original assumed name certificate, and any later assumed name certificate, to be executed in compliance with the requirements of law, to be filed in the appropriate County Clerk's office; (c) all instruments required to effectuate the winding up or termination of the Partnership. The power of attorney granted herein shall not terminate upon the death or disability of a Limited Partner. No Person need inquire further than this Agreement of Limited Partnership for other evidence or proof of the General Partner's right and authority to bind the Partnership.

8.3 Rights and Restrictions of Limited Partner.

(a) Except as otherwise limited by the terms and provisions contained in this Agreement, the Limited Partners shall have all of the rights, and be afforded the status, of limited partners as set forth in the TBOC. No Limited Partner shall have any right or power to (1) take part in the management or control of the Partnership or its business or affairs, (2) transact any business for the Partnership, or (3) sign for or bind the Partnership in any way.

(b) A Limited Partner will breach this Agreement if he (1) interferes in the management of the Partnership affairs; (2) engages in conduct which could result in the Partnership losing its tax status as a partnership; (3) engages in conduct that

tends to bring the Partnership into disrepute; (4) breaches any confidentiality provisions of this Agreement; (5) fails to meet any commitment to the Partnership; or (6) owns a Partnership interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceedings. A Limited Partner who is in breach of this Agreement shall be liable to the Partnership for damages caused by such breach. The Partnership may offset for the damages against any distributions or return of capital to the Limited Partner who has breached this Agreement

(c) No Limited Partner shall have the right or power to cause the winding up or termination of the Partnership by court decree or otherwise.

(d) The Limited Partners shall refer all bona fide offers for the purchase or sale of all or any part of the Partnership Property to the General Partner for negotiation.

(e) Nothing contained herein to the contrary, no Limited Partner shall be liable for any of the debts or other obligations of the Partnership or for any of the losses thereof beyond the Initial Capital Contribution and any Additional Capital Contributions of such Limited Partner unless the Limited Partners expressly assume such liability.

(f) All Limited Partners hereby agree to execute any and all instruments that they may be required to execute by any purchaser of said property in order to effect a sale of the Partnership Property.

8.4 Removal of a General Partner. Notwithstanding any provision herein to the contrary, a General Partner may not be removed unless there is at least one remaining General Partner. The Limited Partners may remove a General Partner upon the vote of 51% of the then outstanding ownership interest of the Limited Partners. Written notice of such determination setting forth the effective date of such removal shall be served upon such General Partner, and as of the effective date, shall terminate all of such Person's rights and powers as a General Partner hereunder, except for any accrued rights to receive payments authorized by Article XI hereunder. Such Partner shall thereafter cease to be a General Partner, and the removed General Partner shall automatically become a Limited Partner, and such removed General Partner's partnership interest shall be converted to a limited partnership interest. The remaining General Partners shall continue the business of the Partnership. Notwithstanding the foregoing, if a General Partner is in material breach of such General Partner's obligations and does not cure, or commence and diligently prosecute the curing of, such breach within ninety (90) days after notice thereof by any of the Limited Partners, or if he has committed any act or omission of fraud or malfeasance to the injury of the Partnership, then such General Partner may be removed upon agreement of 51% of the then outstanding ownership interest of the Limited Partners. For purposes of the preceding sentence, a General Partner shall be considered to be in material breach of such General Partner's obligations (1) if a court in a final non-appealable judgment determines that such General Partner has committed an act of willful misconduct, gross negligence, or fraud; or (2) if a General Partner declares bankruptcy, becomes insolvent or terminated, or assigns all of such General Partner's assets for the benefit of such General Partner's creditors.

8.5 Investment Representations and Warranties of the Limited Partners. Each

Limited Partner hereby represents and warrants with respect to such Limited Partner's execution of this Agreement (or by such Limited Partner's subscription and acceptance of this Agreement) and the interest in the Partnership to be acquired by him hereunder as follows:

(a) Such Limited Partner will not sell, assign or otherwise transfer such Limited Partners interest in the Partnership to any Person except in accordance with this Agreement; such Limited Partner will obtain from any transferee of such Limited Partner's interest in the Partnership representations and warranties for the benefit of such Limited Partner and of the Partnership similar to those made in this Section and has made representations and warranties similar to those made in this Section;

(b) During the course of the discussion of this Agreement and prior to the execution thereof, such Limited Partner had adequate opportunity to ask questions of, and to receive answers from, the General Partner concerning the terms and conditions of this Agreement, the background and experience of the General Partner, the plans of the General Partner for the operation of the Partnership and all other matters related to this Agreement concerning which such Limited Partner desired to ask, and that such Limited Partner has asked and has had answered to the satisfaction of such Limited Partner all questions which such Limited Partner desired to ask;

(c) Such Limited Partner is acquiring the interest in the Partnership for investment and not with a view to a distribution thereof within the meaning of the Securities Act of 1933 and the Securities Act of the State of Texas;

(d) Such Limited Partner has such knowledge and experience in matters of finance, securities and investments, generally, that such Limited Partner is capable of evaluating the risks of entering into this Agreement;

(e) Such Limited Partner has experience and skill in investments based on actual participation;

(f) The General Partner has made available to such Limited Partner the opportunity to obtain any additional information necessary to verify the accuracy of the information given to such Limited Partner by the General Partner;

(g) Such Limited Partner has been informed by the General Partner that such Limited Partner may have to continue to bear the economic risk of entering into this Agreement for an indefinite period because of the restrictions on disposition of limited partnership interests in the Partnership;

(h) The limited partnership interest acquired pursuant to this Agreement will not be sold, transferred or encumbered in contravention to this Agreement;

(i) Such Limited Partner recognizes that the Partnership will be newly organized and has no history of operations or earnings and is of a speculative nature;

(j) Such Limited Partner understands that no state or Federal governmental authority has made any finding or determination relating to the fairness for public

investment of the ownership interests offered by the Partnership and that no state or Federal government authority has or will recommend or endorse these said ownership interests;

(k) Such Limited Partner recognizes that prior to this offering there has been no public market for the ownership interests offered by the Partnership, and it is likely that after the offering there will be no such market for these interests;

(l) Such Limited Partner is financially able to comply with his obligations hereunder; and such Limited Partner has adequate means of providing for current financial needs and possible personal contingencies, exclusive of the investment of such Limited Partner in the Partnership;

(m) Such Limited Partner understands that the Internal Revenue Service (the "Service") may disallow some or all of the deductions to be claimed by the Partnership and that the Service may attempt to treat the Partnership as an association taxable as a corporation which could have an adverse economic effect on the Partners by (1) taxation at the Partnership level resulting in double taxation and no flow through of loss, and (2) substantial reduction in yield, if any, on the Partners' investment in the Partnership; and

(n) Such Limited Partner is aware that the General Partner may be or may engage in business which is competitive with that of the Partnership, and such Limited Partner agrees to such activities even though there are conflicts of interest inherent therein.

ARTICLE IX

MANAGEMENT FEES AND OTHER EXPENSES

9.1 **Management Fees.** Except as provided in this Article, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership, nor shall any Partner be reimbursed for any expenses incurred by such Partner on behalf of the Partnership. In connection with the conduct, operation and sale of the Partnership Property and the operation of the Partnership, the General Partner may not charge the Partnership management fees for managing the Partnership but shall be reimbursed for any direct expenses reasonably incurred in connection with the Partnership's business; provided, however, that no such expense shall be incurred other than at a price which reflects a competitive market rate for such expense; and provided further, that no contract or arrangement entered into by a General Partner on behalf of the Partnership with such General Partner or an Affiliate shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party. The General Partner shall not be required to devote full time to the affairs of the Partnership, but shall diligently and faithfully devote whatever time, effort, and skill may be necessary for the conduct of the Partnership's business, and shall perform all of the duties of a General Partner which are provided for in this Agreement and the TBOC.

9.2 **Expenses.** The General Partner may charge to the Partnership and pay or recover out of Partnership funds, as and when available, the following: all fees that may be required by applicable state or local authorities relating to the formation and operation of the Partnership or in compliance with the terms of this Agreement, including but not limited to, all filing fees for assumed name certificates, the Certificate of Formation and all amendments thereto, all reasonable expenses included by the General Partner in connection with the organization and

formation of the Partnership, all reasonable expenses incurred by the General Partner to acquire, preserve, protect, or perfect the title to the Partnership Property or to operate and maintain such property, including, but not limited to, travel expenses, attorneys' fees, accountants' fees and court costs incurred in connection with such matters and any sums owed by the Partnership pursuant to any contract entered by the General Partner pursuant to its authority under this Agreement; the cost of public liability insurance carried in connection with the business of the Partnership; taxes on property of the Partnership; principal and interest, and any other amounts whatsoever owing on any indebtedness of the Partnership, or any part hereof, or any instruments securing any of same, together with any expenses incurred in connection with renewing or rearranging such or any other indebtedness incurred for the benefit of the Partnership deemed necessary by the General Partner; and normal closing costs reasonably incurred in the event of the lease, sale or other disposition of the Partnership Property.

ARTICLE X

TRANSFERS OF PARTNERSHIP INTERESTS

10.1 Generally. Except as set forth herein, no Limited Partner may transfer all or any portion of such Partner's interest in the Partnership, without the prior consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner. Each Limited Partner agrees with the Partnership and all of the other Partners that such Limited Partner will not make or permit a disposition of all or any portion of its Partnership Interest in violation of the provisions of this Article X.

10.2 Permitted Transfers of Limited Partnership Interests. Notwithstanding the foregoing provisions of Section 10.1, a Limited Partner may Transfer all or any part of the interest of such Limited Partner in the Partnership to: (a) the trustee of a trust created for the benefit of such Limited Partner or such Limited Partner's spouse, children or grandchildren; (b) any Wholly Owned Affiliate of such Limited Partner; (c) the guardian or legal representative of a Limited Partner as to whose estate a guardian or legal representative is appointed and to the executor or administrator of the estate of a deceased Limited Partner, or (d) to any other Person approved by all of the Partners (any such Transfer described above is referred to in this agreement as a "Permitted Transfer"). To be a Permitted Transfer, in addition to meeting the other requirements in this Agreement, the Transfer must be in writing, the terms of which are not in contravention of any of the provisions of the Agreement, and the Transfer must be received by the General Partner and recorded on the books of the Partnership. Until the effective date of a Permitted Transfer, both the Partnership and the Partners shall be entitled to treat the assignor of the transferred interest as the absolute owner thereof in all respects. Upon the Transfer to a trust described in 10.2 (a) above, legal title shall rest in such trust, but such interest shall be subject to the same events and circumstances as if the transferring Limited Partner continued to own such interest, and said transferring Limited Partner shall continue to exercise all rights and be liable for all duties imposed by this Agreement. If a transfer is made to a Person approved by all of the Partners, as permitted by Section 10.2(d) above, and the Limited Partner making such transfer will be receiving consideration in return for making such transfer, then prior to approving such transfer, the Partnership shall have the option for thirty (30) days to acquire such interest upon the same price and terms as the Person to whom such interest is being transferred. Any Assignee of a Limited Partner under the terms of this Section shall be entitled to receive the share of the Partnership Profits, Losses and distributions to which the Limited Partner from or under whom such interest was acquired would have been entitled; however, any such Assignee shall not

automatically become a substituted Limited Partner unless the conditions of Section 8.1 are satisfied.

10.3 Additional Restrictions on Transfer. Notwithstanding Section I 0.2, no disposition by a Partner, whether voluntary or involuntary, shall be effective unless (a) the General Partner shall have received a favorable opinion of the Partnership's legal counsel, or of legal counsel acceptable to the General Partner (which opinion shall be rendered at the expense of the transferor), to the effect that such disposition will not (1) violate the Securities Act or the registration requirements of any applicable state securities laws; (2) cause the Partnership or the General Partner to be subjected to any additional regulatory requirement; (3) cause the Partnership to be deemed terminated pursuant to Section 708 of the Code; (4) violate the laws of any state or the rules or regulations of any government agency applicable to such disposition; or (5) result in the Partnership being treated as an association taxable as a corporation for federal income tax purposes.

10.4 Transfer of General Partnership Interests. Except as otherwise provided in this Agreement, additional General Partners shall not be admitted to the Partnership without the consent of all the Partners. Notwithstanding the foregoing, each General Partner may Transfer all but not less than all of its General Partner interest in the Partnership at any time to (a) any Person who is such General Partners Wholly Owned Affiliate, or (b) to any Person who is approved by all of the Partners. A transferee of a General Partner's interest hereunder shall be admitted as a General Partner with respect to such General Partner's interest if, and only if, all of the other Partners consent to such admission. In the event that the transferee of a General Partners interest is admitted hereunder, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without winding up. A transferee who acquires a General Partner's interest hereunder by means of a Transfer that is permitted under this section, but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or otherwise to be treated as a General Partner.

10.5 Prohibited Transfer. Any purported Transfer by any Partner of an interest in the Partnership that is not a Permitted Transfer or a transfer permitted under Section 10.5 of this Agreement shall be null and void and of no effect whatever; provided that if the Partnership is required to recognize a Transfer that is not permitted (or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not permitted), the interest transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Partnership) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such interests may have to the Partnership. In the case of a Transfer or attempted Transfer of an interest that is not a Permitted Transfer or a transfer permitted under Section 10.4 of this Agreement, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.6 Acquisition of an Interest Conveyed to Another Without Authority. If any Person acquires a Partnership Interest, or becomes an Assignee, as the result of an order of a court which the Partnership is required by law to recognize, if a Partner's interest in the Partnership is subjected to a lawful "charging order", or if a Partner makes an unauthorized Transfer of an interest in the Partnership, the Partnership will have the unilateral option to acquire the interest of the Assignee, or any fraction or part thereof, upon the following terms and conditions:

(a) The Partnership will have the option to acquire the interest by giving written notice to the Assignee of its intent to purchase within ninety (90) days from the date it is finally determined that the Partnership is required to recognize the Transfer. If the Partnership fails to exercise its option within such 90-day period, the remaining Partners shall have the option to acquire pro rata shares of such interest by giving written notice to the Assignee of their intent to purchase within ninety (90) days following the expiration of the expired 90-day option period held by the Partnership.

(b) The valuation date for the determination of the purchase price of the interest will be the first day of the month following the month in which the notice is delivered.

(c) Unless the Partnership and the Assignee agree otherwise, the purchase price for the interest, or any fraction to be acquired by the Partnership, shall be its fair market value as determined by a written valuation report prepared by a Person qualified to perform business valuations of partnerships and ownership interests in partnerships describing the value of the ownership interest in the Partnership. Such written valuation report shall take into account all appropriate discounts which are applicable to such interest. Payment for the cost of such valuation report shall be made by such Assignee. Closing of the sale will occur at the principal office of the Partnership at 10:00 a.m. on the first Tuesday of the month following the month in which the Appraisal is rendered.

The purchase price paid by the Partnership shall be reduced by any costs or fees incurred by the Partnership in acquiring the interest of such Assignee.

(d) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in fifteen equal annual installments (or for a period of time equal to the remaining term of the Partnership if such period is less than fifteen years) with interest at the Default Rate of Interest. The first installment of principal, with interest, will be due and payable on the first day of the calendar year following closing, and subsequent mutual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership will have the right to prepay all or any part of the purchase money obligation at any time without

penalty.

(e) Neither the Assignee of an unauthorized Transfer nor the Partner causing the unauthorized Transfer shall have the right to vote on Partnership matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is closed.

10.7 Survival of Liabilities. It is expressly understood and agreed that no Transfer of a Partnership Interest, even if it subsequently results in the substitution of the Assignee as a Limited Partner herein, shall release the transferor or assignor from those liabilities as to the Partnership which survive such Transfer as a matter of law.

10.8 Partnership Interest Pledge or Encumbrance. No Partner may grant a security interest or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Partner's distributions without the consent of all the Partners. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent.

10.9 Nonrecognition of an Unauthorized Transfer. The Partnership will not be required to recognize the interest of any transferee who has obtained a purported transferred interest as the result of a Transfer that is not authorized by this Agreement and the Transfer shall be null and void for all purposes. If there is doubt as to ownership of an interest in the Partnership or who is entitled to distributions or liquidating proceeds or other property, the General Partner may accumulate such property until the issue is resolved to the satisfaction of the General Partner.

ARTICLE XI **WINDING UP AND TERMINATION OF THE PARTNERSHIP**

11.1 Winding Up and Termination of the Partnership. The Partnership shall be immediately wound up upon the occurrence of any of the following (a "Liquidating Event"):

- (a) The expiration of the term set forth in Section 1.5;
- (b) The withdrawal or removal of a General Partner, the assignment by a General Partner of its entire interest in the Partnership, or any other event that causes a General Partner to cease to be a general partner under the TBOC, provided that any such event shall not constitute a Liquidating Event if the Partnership is continued pursuant to this Article.
- (c) The express written agreement executed by all of the Partners; or
- (d) Within a reasonable period of time, as determined by the General Partner, after the sale, condemnation, foreclosure or other similar disposition of all of the Partnership Property or upon the happening of any other event which makes it unlawful, impossible, or impractical to carry on the business of the Partnership.

11.2 **Withdrawals; Reconstitution.** Winding up may occur pursuant to Section 11.1(b) of this Agreement, but if there is a remaining General Partner or if the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such event), agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more General Partners, the Partnership will be reconstituted and continued. A General Partner may have the power but not the right to withdraw at any time from the Partnership and cease to be a General Partner under the provisions of Section 153.155(b) of the TBOC by giving written notice to the other Partners. Any General Partner who withdraws or ceases to be a General Partner pursuant to Section 153.155(a) of the TBOC, before the expiration of the stated term of this Partnership violates this Agreement, and the Partnership may recover damages from the withdrawing General Partner, including the reasonable cost of obtaining replacement of the services the withdrawn Partner was obligated to perform, for breach of the Agreement. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, effect that recovery by offsetting those damages against the amount otherwise distributable to the withdrawing General Partner, reducing the Limited Partner's interest into which the withdrawing General Partner's interest may be converted under Section 153.158(a)(l) of the TBOC. Subject to the liability created under Section 153.155(b) of the TBOC, a General Partner who ceases to be a General Partner under Section 153.155(a) of the TBOC shall, at the option of the remaining General Partners or, if there are no remaining General Partners, at the option of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners in a vote that excludes any Limited Partner interest held by the withdrawing General Partner, convert the interest in that General Partner's capital account, including such General Partner's share of Profits, Losses and distributions, to that of a Limited Partner; or pay to the withdrawn General Partner in cash or other Partnership property of equivalent value, or secure by bond approved by a court of competent jurisdiction, the fair market value of such General Partner's interest in the Partnership, less the damages caused by such General Partner's breach of this Agreement.

11.3 **Final Accounting.** Upon winding up of the Partnership, an accounting shall be made of the accounts of the Partnership, the account of each Partner thereof, and of the Partnership's assets, liabilities and operations, from the date of the last previous accounting to the date of such winding up.

11.4 **Liquidation and Priorities on Distribution.** If the Partnership is termination under Section 11.1, then in such event the Managing Partner shall act as the Liquidating Trustee and shall liquidate the Partnership as herein provided.

(a) If there is no Managing Partner or if the Managing Partner declines or ceases to serve as Liquidating Trustee, the Liquidating Trustee shall be elected by agreement of those Partners whose percentage interests aggregate 51% percent of the ownership interests of the Partners. The General Partner shall execute such documents that are reasonably required to enable the Partner(s) to perform and function as Liquidating Trustee.

{b) The Liquidating Trustee shall proceed to liquidate the assets of the Partnership and the proceeds of such liquidation shall be applied to the Partners (both

General and Limited), in an amount equal to each Partner's percentage interest in the Partnership. Any property which is distributed in kind in liquidation shall be treated as if such property had been sold for its fair market value, the gain or losses from such property had been distributed to the Partners in accordance with the provisions herein, and the cash proceeds from the sale of such property had been distributed. All distribution to Partners (both General and Limited) shall be made in proportion to their respective sharing ratios as set forth on Exhibit B attached hereto regardless of the capital accounts of the Partners and notwithstanding any other provision herein to the contrary. Capital accounts of the Partners, notwithstanding anything herein to the contrary, shall only be used to determine the gain or loss for tax purposes of each Partner.

(c) After the foregoing distributions, this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder.

(d) If a disposition of the Partnership Property has been made on terms that produce a note or contract receivable to the Partnership, the dollar value attributable to each interest in such note or contract receivable distributed pursuant to this Section shall be, as to any distributee thereof, such distributee's pro rata portion of the face amount thereof, and the Liquidating Trustee shall be obliged to make a liquidating distribution in a fashion such that the Partners each are distributed a rateable share of cash items and a rateable share of receivables according to their respective total rights to liquidating distributions.

(e) Notwithstanding anything to the contrary set forth hereinabove, if, after the payment of current Partnership liabilities and obligations to the extent of the funds and/or properties available for that purpose, either any portion of a Partnership borrowing remains unpaid or the Liquidating Trustee determines that additional funds will be required to meet Partnership costs and expenses thereto incurred or for which the Partnership may become responsible, then the Liquidating Trustee shall be obligated to retain such required amounts, if available (or as when they become available), before any Partnership cash or property is distributed to any Partner.

11.6 Power: Land Duties of Liquidating Trustee. Notwithstanding anything to the contrary contained in this Agreement the Liquidating Trustee shall be entitled to exercise such of the powers and authorities granted to the General Partner under Article VII hereof as are necessary and appropriate for the winding up and termination of the Partnership, and also shall be subject to the duties and obligations imposed upon the General Partner under Article VII.

11.7 Indemnification of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the Liquidating Trustee taking any action authorized under, or within the scope of, this Article; provided, however, that the Liquidating Trustee shall be entitled to no indemnification hereunder where the claim at issue arose out of:

(a) A matter entirely unrelated to the Liquidating Trustee's acting under the provisions of this Article;

(b) The proven gross negligence, willful misconduct, fraud or bad faith of the

Page 29- Mico44, LP, Limited Partnership Agreement

Liquidating Trustee; or

(c) The proven breach of the Liquidating Trustee of its obligations under this Article.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the Liquidating Trustee shall be entitled, at law or in equity.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. Any notices required hereunder shall be sent to the Partners (i) by electronic transmission, including e-mail, (ii) by personal service, or (iii) by certified or registered mail, return receipt requested at the address set forth for such parties, respectively, on Exhibit "A" of this Agreement. By giving to each General Partner written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the terms of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. No transferee of any interest of any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer.

12.2 Additional Instruments. Each Partner hereby agrees to execute all such agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions contained herein.

12.3 Applicable to Successors. This Agreement and each provision herein shall be binding upon and applicable to, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, devisees, successors, assigns and legal representatives, except as otherwise expressly provided herein.

12.4 Waiver. No consent or waiver, express or implied, by any parties hereto of the breach or default by any other party or parties hereto in the performance by any such party or parties of its or their obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach of default in the performance of such other or others of the same or any other obligations of such other or others hereunder. Failure on the part of any party hereto to complain of any act of any of the other parties or to declare any of the other parties hereto in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

12.5 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.6 Amendment. This Agreement may be amended or modified at any time only

Page 30- Mico44, LP, Limited Partnership Agreement

if all Partners agree to such amendment or modification in writing.

12.7 Waiver of Rights to Partition. Inasmuch as all real and personal property owned by the Partnership is owned by the Partnership as an entity, and no party hereto, individually, has any ownership in such property, none of the parties hereto shall have any right to partition any of the Partnership Property, and all parties hereto hereby irrevocably waive any and all rights that any party hereto might have to maintain any action for partition of any of the Partnership Property with respect to their undivided interest, if any, therein, either as a partition in kind or a partition by sale.

12.8 Meetings of the Partners. Meetings of the Partners may be called by the General Partner and shall be called upon the written request of 51% of the then outstanding ownership interests of the Limited Partners. Notice of any such meeting shall be given to all Partners not less than seven (7) business days nor more than thirty (30) business days prior to the date of such meeting and shall state the nature of any business to be transacted thereof. Partners may vote in person or by proxy at such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of Partners. Except as otherwise expressly provided in this Agreement, the vote of a majority in interest (at least 51% of the then outstanding ownership interest) of the Partners shall control. For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Limited Partners requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) business days nor less than ten (10) business days before any such meeting. Each Limited Partner may authorize any Person or Persons to act for it by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or its attorney-in-fact. 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 revocable by the Limited Partner executing it. Each meeting of the Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deem appropriate.

12.9 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Partners (including meeting of the General Partners) may be taken without a meeting if written consent setting forth the action to be taken is signed by all Partners (or General Partners, if applicable) entitled to vote. This consent will have the same force as a unanimous vote of the Partners (or General Partners, if applicable). The original signed consents shall be kept with the Partnership records.

12.10 Counterparts. This Agreement may be signed in a number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for the other counterparts hereof.

12.11 Gender. Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

12.12 Attorney Fees. In the event a dispute arises between any Partner(s) and the Partnership or between the Partners, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred.

12.13 Tax Audit. In the event the Partnership is audited by the Service, the costs and expenses incurred to defend and comply with the audit shall be an expense of the Partnership. Any audit of any individual Partner shall not be deemed to be an audit of this Partnership.

12.14 Foreign Qualification. Prior to the qualification of the Partnership to conduct business in any jurisdiction other than Texas, the General Partner shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the General Partner, with all requirements necessary to qualify the Partnership as a foreign limited partnership in that jurisdiction. At the request of the General Partner, each Partner shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with the terms of this Agreement that are necessary or appropriate to qualify, continue and terminate the Partnership as a foreign limited partnership in all jurisdictions in which the Partnership may conduct business.

12.15 Governing Law. This Agreement shall be subject to, and governed by, the laws of the State of Texas.

12.16 Reliance by Third Parties. Notwithstanding any other provision of this Agreement, any action taken by the General Partner on behalf of the Partnership shall be binding as to any Person who acts in reliance on the authority of the General Partner taking such action, and such Person shall have no duty to ascertain whether such General Partner has such authority even if such action appears to be prohibited by this Agreement. Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to: (a) the identity of the Partners; (b) any conditions precedent to acts by the Partnership; (c) the Persons who are authorized to execute any documents and bind the Partnership; and (d) any other matter involving the Partnership or any Partner.

12.17 Entire Agreement. The Agreements and representations in this Partnership Agreement contain all of the Agreements and representations of the parties hereto, and it is expressly provided that the General Partner shall not be liable for any claim that may hereafter be made alleging any verbal agreement by and between the Parties hereto and the General Partner, or any General Partner's agents, employees or associates.

12.18 Headings. The heading of each of the articles and sections of this Agreement are inserted for convenience only and shall not be considered in construing the terms of this Agreement.

EXECUTED in multiple counterparts, by the General Partner and by the Limited Partners on the date indicated below their respective signatures below, all effective on the date aforementioned.

The undersigned, General Partner, agrees to the terms and conditions of this Agreement of Limited Partnership of Mico44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

GENERAL PARTNER:

Mico44, LP

By: Mico44 GP, LLC, Its General Partner

By: _____

Michael Rodriguez Its: Manager

Effective Date: _____

Exhibit A

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

CEO-FOUNDER AND LIMITED PARTNER:

MICHAEL RODRIGUEZ

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

FOUNDER AND LIMITED PARTNER:

Hutchinson Family, L.P.

**By: Hutchinson Family Management, LLC,
Its General Partner**

By:

BILL HUTCHINSON, Its Manager

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

FOUNDER AND LIMITED PARTNER:



JEFF COLEMAN

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

FRANK BONILLA

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Laird Hill Holdings L.L.C.

By:

BEN STOCKER Its: Managing Member

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Mann Energy, LLC

By:

ALAN MANN Its: Manager

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____

Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

CHRIS GRAHAM

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Nexhale, LLC

By:

SHELBY JOHNSON Its: CEO-Managing Member

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF MICO44, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of MICO44, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Cotton Belt Amigos, LLC

By:

BUDDY CRAMER Its: Manager

Date: _____

Approved by General Partner: Mico44 GP, LLC

By: _____
Michael Rodriguez Its: Manager

Exhibit A-1

General Partner and Limited Partners Ownership and Contributions

General Partner	Percentage	Capital Contribution
Mico44 GP, LLC	1.0%	\$100.00

Limited Partner-Founders	Percentage	Capital Contribution
Michael Rodriguez	29.0%	\$100.00
Hutchinson Family, L.P.	25.0%	\$100.00
Jeff Coleman	5.0%	\$100.00
Total Founders	59.0%	\$300.00

Limited Partner-Investors	Percentage	Capital Contribution
Hutchinson Family, L.P.	10.0%	\$ 100,000.00
Cotton Belt Amigos, LLC	10.0%	\$ 100,000.00
Jeff Coleman	5.0%	\$ 50,000.00
Frank Bonilla	5.0%	\$ 50,000.00
Laird Hill Holdings L.L.C.	2.5%	\$ 25,000.00
Mann Energy, LLC	2.5%	\$ 25,000.00
Chris Graham	2.5%	\$ 25,000.00
Nexhale, LLC	2.5%	\$ 25,000.00
Total Investors	40.0%	\$ 400,000.00

Total Contributions from General Partner and Limited Partners **\$400,400.00**

Total General Partner and Limited Partner Founders **60.0%**

Total Investor Limited Partners **40.0%**

Total **100%**

Approved by General Partner: Mico44 GP, LLC

By: _____

Michael Rodriguez Its: Manager

Date: _____

EXHIBIT 3

**AGREEMENT OF
LIMITED PARTNERSHIP OF
DOCE TERRACE, LP, A TEXAS LIMITED PARTNERSHIP**

THE LIMITED PARTNERSHIP INTERESTS CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF THE STATE OF TEXAS AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM. THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF SUCH INTERESTS IS ALSO SUBJECT TO CERTAIN RESTRICTIONS WHICH ARE SET FORTH IN THIS AGREEMENT OF LIMITED PARTNERSHIP. DURING THE PERIOD IN WHICH SUCH LIMITED PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD BY THE ISSUER, AND FOR A PERIOD OF NINE MONTHS FROM THE LAST SALE BY THE ISSUER OF ONE OF SUCH LIMITED PARTNERSHIP INTERESTS, ALL RESALES OF ANY OF THE LIMITED PARTNERSHIP INTERESTS, BY ANY PERSON, MUST BE MADE ONLY TO THE PERSONS RESIDENT WITHIN THE STATE OF TEXAS WITHIN THE MEANING OF RULE 147 OF THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933. NO SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF ANY LIMITED PARTNERSHIP INTEREST WILL BE RECOGNIZED BY THE PARTNERSHIP UNLESS SUCH SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS MADE IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THIS AGREEMENT; OF THE SECURITIES ACT OF 1933, AS AMENDED; AND THE SECURITIES ACT OF THE STATE OF TEXAS, AS AMENDED, INCLUDING, WITHOUT LIMITATION, REGISTRATION UNDER SUCH ACTS IF REQUIRED UNDER THE PROVISIONS THEREOF.

THIS AGREEMENT OF LIMITED PARTNERSHIP (hereinafter referred to as the "Agreement"), is made effective as of the Effective Date entered below by the General Partner, by and between Doce Terrace GP, LLC ("General Partner"), and those parties listed in the attached Exhibit A and Exhibit A-1 which contains the names and the interest of the Limited Partners.

ARTICLE I
FORMATION. CERTIFICATES. TERM

1.1 Formation of Partnership. The parties hereto hereby form, pursuant to Chapters 151, 153 and 154 and Title I, to the extent applicable to limited partnerships, of the Texas Business Organizations Code (hereinafter, as from time to time amended, referred to as the ("TBOC")), a Limited Partnership, which organization is hereinafter referred to as the "Partnership." The rights, duties, status and liabilities of the Partners shall, except as hereinafter expressly stated to the contrary, be as provided for in the TBOC.

1.2 Certificate of Formation: Other Documents. The parties hereto shall execute, file, record and/or publish the amendment to the original Certificate of Formation and other documents conforming hereto, and take other appropriate action to comply with all legal requirements for the formation of a Limited Partnership under the TBOC, and for its operation in the State of Texas. The Partnership shall not conduct any business until the filing and acknowledgment of filing of such Certificate of Formation.

1.3 Partnership Name. The business of the Partnership shall be conducted under the name of DOCE TERRACE, LP or such other name as the General Partner may select from time to time. The General Partner shall promptly execute, the, record and/or publish with the proper offices an assumed name certificate.

1.4 Registered Agent. Registered Address and Principal Office. The registered agent and registered office address for the Partnership in the State of Texas js: Michael Rodriguez, 3102 Maple Ave, Ste. 450, Dallas, Texas 75201. The principal place of business of the Partnership shall be at 3102 Maple Ave, Ste. 450, Dallas, Texas 75201 but substitute or additional places of business may be established at such other locations as may, from time to time, be determined by the General Partner. All records of the Partnership required by Section 153.551 of the TBOC will be maintained at the Principal Office.

1.5 Term of Partnership. The Partnership shall become effective upon the execution of this Agreement and the filing of the Certificate of Formation with the Secretary of State of the State of Texas, and shall remain effective until the Partnership is termination pursuant to the TBOC.

1.6 Amendment to Certificate of Formation. The General Partner shall file amendments to the Certificate of Formation whenever required by the TBOC. If a General Partner is unwilling or unable to sign a required amendment to the Certificate of Formation, the amended Certificate of Formation may be signed by any remaining or successor General Partners. Each General Partner appoints his successor and any remaining General Partners, if any, as his attorney in fact to sign such amended Certificate of Formation.

ARTICLE II **DEFINITIONS**

Whenever used in this Agreement, the terms set forth below shall be defined as follows:

2.1 "Additional Capital Contribution" shall mean that amount of money or other property, if any, that the Partners may contribute to the Partnership for additional capital, if any, to be used for operating capital.

2.2 "Adjusted Capital Account Deficit" means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partners' capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such capital account any amounts which such Limited Partner is

obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Section 704 of the Code and the Regulations thereunder, and

(b) Debit to such capital account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

2.3 "Affiliate" means, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with such Partners. The term "control" as used in this definition means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

2.4 "Assignee" shall mean a Person who has acquired all or a portion of an interest in the Partnership by assignment or transfer as of the date the assignment or Transfer of such interest becomes effective. An Assignee has only the rights granted to an assignee as provided by Subchapter F, Chapter 153 of the TBOC. An Assignee does not have the right to become a Partner, except as provided in this Agreement or unless all partners consent as provided by Section 153.253 of the TBOC. An Assignee shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the TBOC or this Agreement. In addition, no Assignee of an interest in the Partnership shall have the right to assign any transferred interest except as otherwise provided in this Agreement.

2.5 "Capital Contribution" means the total contribution to the capital of the Partnership which a Partner is legally bound and obligated to make, which among is designated as a Capital Contribution for such Partner pursuant to Article IV of this Agreement.

2.6 "Certificate of Formation" shall mean the Certificate of Formation of Limited Partnership to be filed on behalf of the Partnership as required by the appropriate provisions of Chapter 3 of the TBOC, and all amendments thereto and substitutions thereof.

2.7 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.8 "Contribution Agreement" means, with respect to each of the Partners, the agreement respecting the original Capital Contribution to be made by, or on behalf of, each such Partner pursuant to Section 4.2 hereof, as described more fully in Section 4.3 hereof.

2.9 "Default Rate of Interest" shall mean the rate per annum equal to the lesser of
(a) the Wall Street Journal prime rate as quoted in the money rates section of the Wall Street

Journal which is also the base rate on corporate loans at large United States money center commercial banks as its prime commercial or similar reference interest rate, with adjustments to be made on the same date as any change in the rate, and (b) the maximum rate permitted by applicable law.

2.10 "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, further that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

1.11 Distributable Cash shall mean, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership property, other than (a) Capital Contributions with interest earned pending its utilization; (b) financing or other loan proceeds; (c) reserves for working capital; and (d) other amounts that the General Partner reasonably determines should be retained by the Partnership in accordance with the General Partner's discretion under Section 6.1 hereof, not to exceed six months of operating reserves. Distributable cash is subject to the preference rights of the Investor Limited Partners as outlined in Section 6.2 below.

2.12 "General Partner" or "General Partners" shall mean all Persons designated as a General Partner on Exhibit "A" and any successor General Partners pursuant to the terms of this Agreement, but does not include any Person who has ceased to be a General Partner and shall hold total interest of One (1%)

2.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership, provided that the initial Gross Asset Values of the assets contributed to the Partnership shall be as set forth in Exhibit "A", and provided further that if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall require the agreement of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners (such agreement need not be in writing, and any such agreement will be presumed to have been made by the required percentage ownership interest unless there is clear and convincing evidence to the contrary), except that the determination of the fair market value of a contributed asset of a General Partner may, if such General Partner chooses, be made by written appraisal from a qualified appraiser, and such written appraisal shall control;

(b) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (1) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (2) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership Property as consideration for an interest in the Partnership; and (3) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(c) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Partners' capital accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Section 5.2(c) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section to the extent the General Partner determines that an adjustment pursuant to Section 2.13(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.13(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.13(a), 2.13(b), or 2.13(d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

2.14 "Initial Capital Contribution" shall mean that amount of money or property initially contributed by the Partners as set forth in Exhibit "A-1" hereto.

2.15 "Limited Partner" or "Limited Partners" shall mean the Persons admitted to the Partnership as original, additional or substituted Limited Partners as reflected on Exhibit "A" as amended.

(a) "Limited Partners-Founders" shall mean the initial Limited Partners identified as Founders and shall hold a combined total interest of Forty-Nine (49%).

(b) "Limited Partners-Investors" shall mean the initial Limited Partners identified as Investors and shall hold a combined total interest of Fifty Percent (50%).

2.16 "Partner" or "Partners" shall mean individually a General Partner, or Limited Partner, or collectively the General Partner and the Limited Partners.

2.17 "Partnership Property" shall mean that property, real or personal, including but not limited to real estate, investment limited partnerships, cash, stocks, bonds and similar investments, which is contributed to or acquired by the Partnership.

2.18 "Person" shall mean any individual, business trust, registered limited liability partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, administrator, nominee, or any other legal or commercial entity.

2.19 "Profits" or "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Partnership described in Code Section 1.705(a)(2)(B) or treated as Code Section 1.705(a)(2)(B) expenditures pursuant to Section 1.704-1 (b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(a) or Section 2.13(c) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Partnership Property, with respect to which gain or loss is recognized for federal income tax purposes, shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.10 hereof; and

(f) Notwithstanding any other provision in this Section, any items which

are specially allocated pursuant to Section 5.2 or Section 5.3 hereof shall not be taken into account in computing Profits or Losses.

2.20 "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.21 "Securities Act" shall mean the Securities Act of 1933, as amended.

2.22 "Transfer" when used as a noun shall mean any voluntary or involuntary transfer, sale, pledge, hypothecation, assignment or other disposition, and as a verb shall mean voluntarily or involuntarily to transfer, sell, pledge, hypothecate, assign or otherwise dispose.

2.23 "Wholly Owned Affiliate" of any Person shall mean an Affiliate of such Person 100% of the voting stock or beneficial ownership of which is owned by such Person, directly or indirectly, through one or more Wholly Owned Affiliates, or by any Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person and an Affiliate of such Person who, directly or indirectly, owns 100% of the voting stock or beneficial ownership of such Person.

ARTICLE III

PURPOSE AND BUSINESS OF THE PARTNERSHIP

3.1 Purposes and Business of the Partnership. The purposes of the Partnership shall be to (a) own, operate and manage a restaurant on leased premises located in Dallas, TX; (b) exercise all of the rights, duties and obligations of an owner of such restaurant; (c) to reinvest, in any manner and in any related real or personal property which the General Partner deems appropriate, all proceeds derived from the Partnership Property; (d) to invest the Partnership Property in any manner deemed reasonable by the General Partner, in any real or personal property; and (e) to conduct any other business or make any investment which a limited partnership may make without violating the TBOC or any other applicable law relating to the operating of the restaurant described in (a). Without limiting the generality of the foregoing, the purposes of the Partnership shall specifically include the transaction of any and all lawful business for which limited partnerships may be formed under the Texas Business Organizations Code. It is understood and agreed among the Partners that the restaurant business being operated by this Partnership is under and subject to a licensing agreement with, Michael Rodriguez, at five percent (5%) of the net sales monthly from the restaurant receipts, reduced to two and one-half percent (2.5%) for the first 12 months from the opening for business of the restaurant. This fee covers the intellectual property including the recipes, menu, concept and some brand names all of which are owned by Michael Rodriguez and licensed to the Partnership for its use at the leased premises.

3.2 Powers. The General Partner may make, enter into, deliver and perform all

contracts, agreements or undertakings, pay all costs and expenses and perform all acts deemed appropriate by the General Partner to carry out the Partnership purposes, subject to the limitations of this Agreement and the TBOC.

3.3 Other Transactions of Partners.

(a) It is acknowledged that the Partners may in the future, from time to time, obtain additional opportunities to acquire property for investment, development or otherwise. Each Partner shall be free to acquire such interests in other property as such Partner may in such Partner's sole discretion deem desirable without having to offer interests in such property to the other Partners of this Partnership, and such action on the part of any Partner shall not be deemed a breach of any fiduciary relationship owed by that Partner to the other Partners or the Partnership. Participation in the Partnership shall not in any way act as a restraint on the other present or future business activities or investments of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner, whether or not such activities are competitive with the business of the Partnership. As a result of this Agreement, no Partner (or Affiliate of any Partner) shall be obligated or bound to offer or present offered to them or the Partnership or any of the other Partners any business opportunity presented to or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Partner (or any Affiliate of a Partner) or any employee, officer, director, member, manager, or shareholder of such Partner for its account or the account of others. In furtherance thereof, the Partners hereby agree that any business activity in which a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner engages, conducts, or participates outside the Partnership shall be conclusively deemed not to be a business activity in competition with, or an opportunity of the Partnership. Any such business or activity of a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner may be undertaken with or without prior notice to or participation therein by the Partnership or the other Partners. Each Partner and the Partnership hereby waive any right or claim such Partner or the Partnership may have against a Partner (or any Affiliate of a Partner), or any employee, officer, director, member, manager, or shareholder of a Partner with respect to such business or activity or the income or profits thereof.

(b) The Partnership may contract with any of the Partners or their Affiliates for the purchase of goods and services for the benefit of the Partnership at any time provided that the compensation paid to such Person shall be commensurate with rates prevailing for such services at the time such services are performed, and any charges so incurred shall be deemed expenses of the Partnership. The General Partner shall have the authority to enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (a) a trust of which a Partner is a trustee or beneficiary; (b) an estate of which a Partner is a personal representative or beneficiary; (c) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (d) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (e) any Partner, acting individually; or (f) any relative of a Partner; provided the terms of the transaction are no less favorable than those

the Partnership could obtain from unrelated third parties.

ARTICLE IV
CAPITAL CONTRIBUTIONS
SHARES OF PROFITS AND LOSSES

4.1 Ownership and Sharing Percentages. The percentage interest of each Partner is set forth in Exhibit A-1. A Partner's percentage interest will be determinative of: (a) a Partner's ownership interest in the Partnership as an entity; (b) a Partner's interest in the distribution of Distributable Cash; (c) a Partners allocable share of the items of Profits and Losses; and (d) a Partner's distributive share of cash and other property upon winding up of the Partnership after receipt of the return of his or her capital account. Exhibit A evidence each limited partner's agreement to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP.

4.2 Capital Accounts. The initial amount of each Partner's capital account is shown in the attached Exhibit A-1.

4.3 Contribution Agreements. The General Partner, on behalf of the Partnership, shall enter into the Contribution Agreements, and any agreement referred to therein, without requirement of any further act, approval, or vote of any other Person, and such agreements shall be deemed to satisfy all requirements of this Agreement.

4.4 Additional Capital Contributions. Subject to Section 4.8, the Partners shall be permitted to make Additional Capital Contributions on a pro rata or non pro rata basis. Additional Capital Contributions by a Limited Partner will be subject to the consent of the General Partner. Additional Capital Contributions by the General Partner will be subject to the consent of 51% of the then outstanding ownership interest of the Limited Partners. The required consent need not be in writing, and any Additional Capital Contributions will be presumed to have been made with the required consent unless there is clear and convincing evidence to the contrary.

4.5 Capital Accounts. A Partnership capital account shall be established for each Partner and shall be maintained at all times throughout the existence of the Partnership in a manner so as to correspond to the rules set forth in Article V. The amount in a Partner's capital account shall as of the date of this agreement of limited partnership be the amount which is shown in Exhibit A-1. A Partner's capital account shall be credited with any Additional Capital Contribution, and any other voluntary Capital Contribution made by such Partner when made, and such Partner's share of Partnership Profits. A Partner's capital account shall be decreased by the amount of money and the fair market value of property distributed to such Partner (net of liabilities securing such distributed property that the Partner is considered to assume or take subject to under Section 752 of the Code) and by the amount of losses allocated to such Partner, by such Partner's distributive share of the items described in Section 705(a)(1)(B) and 705(a)(2)(B) of the Code, and by other items of deduction specially allocated to such Partner. The capital accounts shall not bear interest Additional Capital Contributions shall be recorded at the fair market value of the assets contributed by the Partner and the distributions to a Partner shall also be recorded at the fair market value of the assets distributed.

The provisions in this Agreement regarding the formation and maintenance of capital accounts are intended to comply with Sections 1.704-1(b) and 1.704-1(c) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the General Partner, or the Limited Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article XI hereof upon the winding up of the Partnership. The General Partner also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations, and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations. Capital accounts shall only be taken into consideration for the purpose of determining each Partner's gain or loss for tax purposes. Notwithstanding the amount of each Partner's capital account, all distributions of gain, loss, cash or property shall be allocated among the Partners in proportion to their respective percentage partnership interests or sharing ratios as shown in Exhibit A-1.

4.6 Limitation of Liability. No Limited Partner herein shall be liable for any sum of money in excess of the total sums which have been contributed and agreed to be contributed by such Limited Partner in this Agreement.

4.7 Return of Capital. No Partner shall have the right to withdraw, demand a return or reduce his Capital Contribution to the Partnership. In the event a return of or reduction in the capital account of a Partner is made, any amounts paid to such Partner shall be reduced by all costs, fees and other expenses incurred by the Partnership in facilitating such return of or reduction in capital.

4.8 Additional Operating Capital

- (a) The General Partner, in its sole discretion, may from time to time by written notice to the Limited Partners request that any Limited Partner make an Additional Contribution; provided, however, the General Partner shall have no obligation to make any such request, and a Limited Partner shall have no personal liability for a failure to make any Additional Contribution. The dates, amounts and other terms of any Additional Contributions shall be determined by the General Partner, in its sole discretion. In no event shall the amounts requested exceed two week's operating capital for the business(es) described in Section 3.1 above.
- (b) Should one or more Limited Partners choose to make the requested Additional Capital Contributions, the Additional Contribution of these contributing Limited Partners will receive a preferred treatment for Distributions in that the Additional Contributions shall be repaid from

Distributions pro-rata to the contributing Limited Partners prior to any additional distributions being made to the non-contributing Limited Partners.

4.9 Use of Contributions. The cash and property contributed by the Partners, initially being the aggregate amounts reflected on Exhibit "A" will be utilized by the Partnership for the purposes of the Partnership set forth in Article III.

4.10 Nature of Interests. All property owned by the Partnership, whether real or personal, tangible or intangible shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

ARTICLE VI **ACCOUNTING**

5.1 Profits and Losses. After giving effect to the special allocations set forth in Sections 5.2 and 5.3 hereof and subject to the limitations of Sections 5.1(a) and 5.1(b), Profits or Losses for any fiscal year shall be allocated among the Partners in proportion to their ownership interests in the Partnership.

(a) Notwithstanding the foregoing, the Losses allocated pursuant to this Section 5.1(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Limited Partners to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitations set forth in this Section 5.1(a) shall be allocated to the General Partner.

(b) In the event Losses have been allocated to the General Partner pursuant to Section 5.1(a) hereof, 100% of the Profits shall be allocated to the General Partner until the cumulative Profits allocated pursuant to this Section 5.1(b) for the current and all prior fiscal years are equal to the cumulative Losses allocated pursuant to Section 5.1(a) hereof for all prior fiscal years.

5.2 Special Allocations. The following special allocations shall be made in the following order:

(a) **Qualified Income Offset.** In the event any Limited Partner unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 5.2(a) shall be made only if and to the extent that such Limited Partner has an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.2(a) were not in this Agreement.

(b) **Gross Income Allocation.** In the event any Limited Partner has a deficit

capital account at the end of any Partnership fiscal year which is in excess of the sum of (1) the amount such Limited Partner is obligated to restore pursuant to any provision of this Agreement, and (2) the amount such Limited Partner is deemed to be obligated to restore, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.2(b) shall be made only if and to the extent that such Limited Partner has a deficit capital account in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.2(a) hereof and this Section 5.2(b) were not in this Agreement.

(c) **Section 754 Adjustments.** To the extent an adjustments to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

5.3 Curative Allocations. The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (a) apply the provisions of Sections 5.2(a) and 5.2(b) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from such allocations, and (b) divide all allocations pursuant to Sections 5.2(a) and 5.2(b) hereof among the Partners in a manner that is likely to minimize such economic distortions.

5.4 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) All allocations to the Partners pursuant to this Article V shall, except as otherwise provided, be divided among them in proportion to the Partners' ownership interests in the Partnership.

(c) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

5.5 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to

Page 12- Doce Terrace, LP, Limited Partnership Agreement

any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to account for any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.13(a) hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2.13(b) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

5.6 Fiscal Year and Annual Accounting. The Partnership fiscal year shall be the ~~calendar~~ year. The Partnership books shall be kept on the cash receipts and disbursements method of accounting or in accordance with generally accepted accounting principles, at the discretion of the General Partner. The General Partner shall furnish to the Partners, on a quarterly basis, accounting reports reflecting Partnership income and expenses. In addition, the General Partner shall provide the Partners with the full annual Partnership tax return for the preceding year in a timely manner to comply with all Code reporting deadlines.

ARTICLE VI **DISTRIBUTIONS**

6.1 Distributions of Partnership Funds.

(a) Distributions of Distributable Cash shall be made at such times as may be determined by the General Partner, but no less frequently than annually, as provided in this Section 6.1 but subject to the preferential distribution rights set forth in Section 6.2 below. Distributions to Partners (both General and Limited) shall be made in the same proportion that each partners sharing ratio as shown in the attached Exhibit A-1. Unless agreed in writing by a transferor and transferee, Distributable Cash allocable to a transferred Partnership interest which may have been transferred during any year shall be distributed to the holder of such Partnership interest who was recognized as the owner on the date of such distribution, without regard to the results of Partnership operations during the year. With regard to Distributable Cash and other Partnership Property, the General Partner shall make a determination, in accordance with such General Partner's duty of care and loyalty to the Partnership, as to the need for the Partnership Property in the operation of the Partnership business, considering current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership's purposes. It is the duty of the General Partner, in determining the amount of Distributable Cash available for the payment of distributions, to take into account the needs of the Partnership in its business and sums necessary in the

operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing such debts within the limits of the Partnership's credit, and the preservation of its capital as represented in the Partnership Property as a fund for the protection of its creditors. Any contributed Partnership Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of Partnership Property contributed to the Partnership or from the sale of any Partnership Property purchased with borrowed funds, or any reinvestment of any of the Partnership Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any Distributable Cash derived from income may, to the extent deemed unnecessary for the purposes of the Partnership by the General Partner under the foregoing standard, be distributed in accordance with this Agreement.

(b) Provided funds are available, within ninety (90) days of the close of each fiscal year, the Partnership shall first distribute to the Partners, in proportion to their Partnership Interests, an aggregate amount equal to the Tax Distribution Amount for that fiscal year. "Tax Distribution Amount" means, with respect to any fiscal year, an amount equal to the greater of (i) zero or (ii) the product of (A) the highest marginal federal income tax rate applicable to individual taxpayers for the fiscal year (except that if any portion of the taxable income and gain allocated to the Partners for that fiscal year is subject to taxation at capital gains rates, then for such portion only the highest marginal federal income tax rate applicable to capital gains for individual taxpayers for the fiscal year shall be used), and (B) (1) the aggregate items of taxable income and gain allocated to the Partners for that fiscal year minus (2) the aggregate items of tax deduction and loss allocated to the Partners for that fiscal year. For purposes of the preceding sentence, if the sum of the amounts described in clause (B) for the current and all prior fiscal years is less than the amount described in clause (B) for the current- year, then such sum shall be used in place of the amount described in clause (B) for purposes of the preceding sentence.

6.2 Preference Rights on Distributions. Those limited partners shown in Exhibit "A" that are named Limited Partner-Investors shall have a preference on distributions as follows:

Until such time each of the Limited Partner-Investors have been repaid by Distributions from the Partnership their initial Capital Contribution, Mico Eleven LLC and the General Partner shall receive a reduced distribution of twenty percent (20%) of the total of each distribution and the remaining Limited Partners shall receive the balance of eighty percent (80%) of each distribution. At such time all the Limited Partner-Investors have been repaid their initial Capital Contribution, then and thereafter all Partner Distributions shall be in accordance with the percentage ownerships shown in Exhibit A-1.

6.3 Confidentiality of Information. Each Partner is entitled to all information under the circumstances and subject to the conditions stated in this Agreement and the TBOC. In addition, the Partners acknowledge that they may receive information regarding the Partnership in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner shall hold in strict confidence any information it receives regarding the Partnership that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any Person other than another Partner, except for disclosures compelled by law, or disclosures made to advisers or representatives of the Partner (if they have agreed to be bound by the provisions of this section). The Partners agree that the provisions of this section may be enforced by specific performance.

6.4 Loans. Any Person may, with the consent of the General Partner, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at such rate as the General Partner and the lending Partner shall agree but not in excess of the maximum rate permitted by law. If a General Partner, or an Affiliate of a General Partner, is the lending Partner, the rate of interest shall be determined by the General Partner taking into consideration, without limitation, prevailing interest rates and the interest rates such General Partner or an Affiliate of such General Partner would be required to pay in the event such General Partners or Affiliate of such General Partner had itself borrowed funds to loan or advance to the Partnership, and the terms and conditions of such loan, including the rate of interest, shall be no less favorable to the Partnership than if the lender had been an independent third party.

ARTICLE VII

POWERS, RIGHTS AND DUTIES OF GENERAL PARTNERS

7.1 Management. If there is only one General Partner, such General Partner shall be the Managing Partner. If there is more than one General Partner and no Managing Partner is serving, then 51% of the then outstanding ownership interest of the General Partners shall appoint a Managing Partner. A Managing Partner shall serve until the designation is revoked, until such Managing Partner is removed by vote of 51% of the then outstanding ownership interest of the General Partners, or until the Managing Partner ceases to serve for any other reason. If a Managing Partner is designated, the Managing Partner is authorized and directed to manage and control the assets and the business of the Partnership. The Managing Partner may exercise all of the powers which could be exercised by majority consent of the General Partners. It is understood and agreed that the Managing Partner shall consult and confer with the General Partners before taking any steps resulting in any substantial change in the operation or policies of the Partnership affairs, or the sale of any portion of the Partnership assets other than in the usual course of business, or in any manner which affects the Partnership business in a manner judged unusual by the Partners in the ordinary operation of the Partnership business. If a Managing Partner is serving as such, any reference to "General Partner" in this Agreement shall also include "Managing Partner" if applicable.

7.2 Successor General Partners. If there are multiple General Partners and one or more of them withdraws or ceases to serve for any reason and there is at least one remaining General Partner, the business of the Partnership is permitted to continue by the remaining General Partner without amendment to this Agreement. Prior to the withdrawal of all multiple General Partners or the withdrawal of a sole General Partner, additional General Partners may be appointed to serve as successor General Partners (each such General Partner is referred to herein as a "Designated Successor General Partner") by all of the remaining Partners acting unanimously. If a General Partner, serving alone, withdraws or ceases to serve for any reason and there are no Designated Successor General Partners remaining, then without amendment to this Agreement, the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such withdrawal or cessation of service), may agree in writing to continue the business of the Partnership and to the appointment effective as of the date of such event, of one or more General Partners. Any Designated Successor General Partner will not have the duties nor the liabilities of a General Partner until such time as the successor actually accepts and assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of service as a General Partner.

7.3 Resignation by General Partner. No General Partner shall have the right to withdraw from the Partnership before the Partnership is terminated. If such General Partner does attempt to withdraw as a General Partner, such attempt shall be considered a breach of this Agreement, and such General Partner's general Partnership interest shall convert to that of a Limited Partner.

7.4 Authority of General Partner. Subject to the limitations of this Agreement, and to the fiduciary obligations and limitations imposed upon the General Partner at law, the General Partner shall manage the day-to-day operations of the Partnership. The General Partner shall have the authority to take any action which the General Partner believes in good faith to be in furtherance of the Partnership business and purposes and to exercise all rights and powers generally conferred by law in connection therewith. No Person dealing with the Partnership shall be required to inquire into, or obtain any consents or other documentation as to the authority of the General Partner to take any such action or to exercise any such rights or powers. Specifically:

(a) The General Partner shall have the right, power and authority on behalf of the Partnership:

(1) To receive and hold all Partnership Property in the name of the Partnership or the name of the limited partnership which was amended to become this limited partnership;

(2) To obtain and maintain such insurance as is deemed to be desirable and appropriate by the General Partner;

(3) To open, maintain, and close bank accounts, brokerage accounts

and checking accounts in the name of the Partnership, to designate and change signatories on such accounts, and to draw checks and other orders for the payment of monies;

(4) To engage accountants, attorneys and any and all other agents and assistants, both professional and non-professional, which may include the General Partner, and to compensate them reasonably for services rendered;

(5) To collect all sums due to the Partnership;

(6) To prepare and file all tax returns of the Partnership and to make all elections for the Partnership thereunder;

(7) To the extent that funds of the Partnership are available therefor, to pay as they become due all debts and obligations of the Partnership;

(8) To sell, assign, lease, exchange, convert or otherwise transfer or dispose of all or part of the Partnership Property, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(9) To mortgage, pledge, grant a security interest in, or incur, renew, or refinance any indebtedness of the Partnership, on such terms and conditions as the General Partner may determine in the General Partner's sole discretion;

(10) To vote and exercise all other rights available to the holder of any securities included in the Partnership Property;

(11) To take any and all other action, including legal action, that the General Partner deems necessary, appropriate or advisable in furtherance of the Partnership's business and purposes; and

(12) To enter into any transaction on behalf of the Partnership despite the fact that another party to the transaction may be (i) a trust of which a Partner is a trustee or beneficiary; (ii) an estate of which a Partner is a personal representative or beneficiary; (iii) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (iv) any Affiliate, employee, stockholder, associate, manager, partner, or business associate; (v) any Partner, acting individually; or (vi) any relative of a Partner; provided the terms of the transaction are no less favorable than those the Partnership could obtain from unrelated third parties.

(b) The General Partner or his nominee shall hold legal title to the Partnership Property and shall have the sole authority to manage, deal with, negotiate and contract with respect to, and convey the Partnership Property on behalf of the Partnership.

(c) The General Partner shall act in good faith in the performance of the General Partner's obligations hereunder, but shall have no liability or obligation to any of the

Limited Partners or the Partnership for any decision made or action taken in connection with the discharge of the General Partner's duties hereunder if such decision or action is made or taken in good faith and in the exercise of due care in connection with the Partnership business.

(d) The General Partner shall have the power to designate, from time to time, a depository of Partnership funds, and to draw upon the same for Partnership purposes.

(e) Any person dealing with the Partnership or the General Partner may rely on a certificate signed by the General Partner concerning:

(1) The identity of the General Partner or any other Partner;

(2) The existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the General Partner or in any other manner germane to the business and affairs of the Partnership;

(3) The person or persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(4) Any act or failure to act by the Partnership or concerning any other matter whatsoever involving the Partnership or any Partner.

7.5 Requirement of Unanimous Consent. The General Partner shall not have the authority to enter into any of the following transactions without the unanimous consent of all the Partners:

(a) Terminate, liquidate and wind up the Partnership, except as otherwise provided in this Agreement;

(b) Do any act that would make it impossible to carry on the purposes of the Partnership and business of the Partnership (provided, however, that the sale or other disposition of all or any Partnership Property shall not be deemed to be an act making it impossible for the Partnership to carry on its business);

(c) Engage in any business activity other than that which is consistent with the purposes of the Partnership;

(d) Amend this Agreement, except as otherwise provided in this Agreement

7.6 Restrictions of General Partner. The General Partner will not have the authority to enter into any of the following transactions without the consent of 51% of the outstanding ownership interest of all of the Partners:

(a) Prior to the actual termination of the Partnership, sell substantially all of the Partnership Property in liquidation or cessation of business;

(b) Compromise any claim or dispute having an amount or value in issue in excess of 50% of the total value of the Partnership Property;

- (c) Confess a judgment against the Partnership;
- (d) Do any act in violation of this Agreement;
- (e) Make, execute or deliver any assignments for the benefit of creditors;
- (f) Do any act for which the consent of the Limited Partners is required by the TBOC.

7.7 Dissolution or Bankruptcy of a Partner. On the dissolution, winding up, termination, or bankruptcy of a Partner, such Partner and his successors shall thereafter have the status of an Assignee and shall receive distributions to which such Assignee is entitled. For purposes of this Agreement, the bankruptcy of a Partner shall be deemed to have occurred upon the happening of any event described in subsections (4) and (5) of Section 153.155(a) of the TBOC.

7.8 Indemnification of the General Partners. The General Partners shall be jointly and severally indemnified and held harmless by the Partnership and by each other to the extent of each Partner's individual ownership in the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or incidental to the management of the Partnership affairs or to any Persons acting as an employee while in the course of managing the Partnership affairs; provided, however, that no General Partner shall be entitled to indemnification hereunder where the claim at issue is based upon any of the following:

- (a) A matter entirely unrelated to such General Partner's management of the Partnership affairs.
- (b) The proven gross negligence, misconduct, fraud or bad faith of such General Partner.
- (c) The proven breach by such General Partner of any provisions of this Agreement.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the General Partner, shall be entitled, whether pursuant to some other provisions of this Agreement, at law or in equity. A General Partner will not have liability for loss of income from or decrease in the value of the property which was retained in the form which such General Partner received it. In addition, the General Partner will not owe a fiduciary duty to the Partnership or to any Partner. The General Partner will owe a duty of loyalty and a duty of care to the Partnership. To the extent Texas law will permit, a General Partner who succeeds another will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner, and may accept or correct the records of the preceding General Partner.

without duty to audit the records or to inquire further into the administration of the predecessor and without liability for a predecessor's errors or omissions.

7.9 General Partner with Interest as Limited Partner. If a General Partner has or acquires an interest in the Partnership as a Limited Partner, such General Partner will with respect to such limited Partnership interest enjoy all the rights and be subject to all of the obligations and duties of a Limited Partner. With respect to such General Partner's general Partnership interest, such General Partner will continue to enjoy all the rights and remain subject to all of the obligations and duties of a General Partner.

ARTICLE VII

POWERS, RIGHTS AND DUTIES OF LIMITED PARTNERS

8.1 Requirements for Admission of Transferee as Limited Partner. A transferee of an interest in the Partnership shall be admitted to the Partnership as a substituted Limited Partner only upon satisfaction of the conditions set forth in this Section:

(a) Execution of this Agreement or a counterpart of this Agreement, as provided in Exhibit "A-1" to this Agreement, and such other documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Partnership to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement;

(b) Contribution of capital, if any, required by such transferee;

(c) Obtaining consent from the General Partner, such consent to be granted in the sole and absolute discretion of the General Partner; and

(d) Acquisition of such interest by such transferee by means of a Permitted Transfer.

8.2 Power of Attorney. Each Limited Partner does irrevocably constitute and appoint the General Partner, as his or her true and lawful attorney in fact and agent, which power of attorney is hereby declared to be coupled with an interest, in his or her name, place and stead to execute acknowledge and file (a) the original Certificate of Formation and any later certificate, to be executed in compliance with the requirements of law, to be filed in the Office of the Secretary of the State of Texas; (b) the original assumed name certificate, and any later assumed name certificate, to be executed in compliance with the requirements of law, to be filed in the appropriate County Clerk's office; (c) all instruments required to effectuate the winding up or termination of the Partnership. The power of attorney granted herein shall not terminate upon the death or disability of a Limited Partner. No Person need inquire further than this Agreement of Limited Partnership for other evidence or proof of the General Partner's right and authority to bind the Partnership.

8.3 Rights and Restrictions of Limited Partner.

(a) Except as otherwise limited by the terms and provisions contained in this Agreement, the Limited Partners shall have all of the rights, and be afforded the status, of

Page 20- Doce Terrace, LP, Limited Partnership Agreement

limited partners as set forth in the TBOC. No Limited Partner shall have any right or power to (1) take part in the management or control of the Partnership or its business or affairs, (2) transact any business for the Partnership, or (3) sign for or bind the Partnership in any way.

(b) A Limited Partner will breach this Agreement if he (1) interferes in the management of the Partnership affairs; (2) engages in conduct which could result in the Partnership losing its tax status as a partnership; (3) engages in conduct that tends to bring the Partnership into disrepute; (4) breaches any confidentiality provisions of this Agreement; (5) fails to meet any commitment to the Partnership; or (6) owns a Partnership interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceedings. A Limited Partner who is in breach of this Agreement shall be liable to the Partnership for damages caused by such breach. The Partnership may offset for the damages against any distributions or return of capital to the Limited Partner who has breached this Agreement

(c) No Limited Partner shall have the right or power to cause the winding up or termination of the Partnership by court decree or otherwise.

(d) The Limited Partners shall refer all bona fide offers for the purchase or sale of all or any part of the Partnership Property to the General Partner for negotiation.

(e) Nothing contained herein to the contrary, no Limited Partner shall be liable for any of the debts or other obligations of the Partnership or for any of the losses thereof beyond the Initial Capital Contribution and any Additional Capital Contributions of such Limited Partner unless the Limited Partners expressly assume such liability.

(f) All Limited Partners hereby agree to execute any and all instruments that they may be required to execute by any purchaser of said property in order to effect a sale of the Partnership Property.

8.4 Removal of a General Partner. Notwithstanding any provision herein to the contrary, a General Partner may not be removed unless there is at least one remaining General Partner. The Limited Partners may remove a General Partner upon the vote of 66.67% of the then outstanding ownership interest of the Limited Partners. Written notice of such determination setting forth the effective date of such removal shall be served upon such General Partner, and as of the effective date, shall terminate all of such Person's rights and powers as a General Partner hereunder, except for any accrued rights to receive payments authorized by Article XI hereunder. Such Partner shall thereafter cease to be a General Partner, and the removed General Partner shall automatically become a Limited Partner, and such removed General Partner's partnership interest shall be converted to a limited partnership interest. The remaining General Partners shall continue the business of the Partnership. Notwithstanding the foregoing, if a General Partner is in material breach of such General Partner's obligations and does not cure, or commence and diligently prosecute the curing of, such breach within ninety (90) days after notice thereof by any of the Limited Partners, or if he has committed any act or omission of

fraud or malfeasance to the injury of the Partnership, then such General Partner may be removed upon agreement of 66.67% of the then outstanding ownership interest of the Limited Partners. For purposes of the preceding sentence, a General Partner shall be considered to be in material breach of such General Partner's obligations (1) if a court in a final non-appealable judgment determines that such General Partner has committed an act of willful misconduct, gross negligence, or fraud; or (2) if a General Partner declares bankruptcy, becomes insolvent or terminated, or assigns all of such General Partner's assets for the benefit of such General Partner's creditors.

8.5 Investment Representations and Warranties of the Limited Partners. Each Limited Partner hereby represents and warrants with respect to such Limited Partner's execution of this Agreement (or by such Limited Partner's subscription and acceptance of this Agreement) and the interest in the Partnership to be acquired by him hereunder as follows:

(a) Such Limited Partner will not sell, assign or otherwise transfer such Limited Partners interest in the Partnership to any Person except in accordance with this Agreement; such Limited Partner will obtain from any transferee of such Limited Partner's interest in the Partnership representations and warranties for the benefit of such Limited Partner and of the Partnership similar to those made in this Section and has made representations and warranties similar to those made in this Section;

(b) During the course of the discussion of this Agreement and prior to the execution thereof, such Limited Partner had adequate opportunity to ask questions of, and to receive answers from, the General Partner concerning the terms and conditions of this Agreement, the background and experience of the General Partner, the plans of the General Partner for the operation of the Partnership and all other matters related to this Agreement concerning which such Limited Partner desired to ask, and that such Limited Partner has asked and has had answered to the satisfaction of such Limited Partner all questions which such Limited Partner desired to ask;

(c) Such Limited Partner is acquiring the interest in the Partnership for investment and not with a view to a distribution thereof within the meaning of the Securities Act of 1933 and the Securities Act of the State of Texas;

(d) Such Limited Partner has such knowledge and experience in matters of finance, securities and investments, generally, that such Limited Partner is capable of evaluating the risks of entering into this Agreement;

(e) Such Limited Partner has experience and skill in investments based on actual participation;

(f) The General Partner has made available to such Limited Partner the opportunity to obtain any additional information necessary to verify the accuracy of the information given to such Limited Partner by the General Partner;

(g) Such Limited Partner has been informed by the General Partner that such Limited Partner may have to continue to bear the economic risk of entering into this Agreement for an indefinite period because of the restrictions on disposition of limited

partnership interests in the Partnership;

(h) The limited partnership interest acquired pursuant to this Agreement will not be sold, transferred or encumbered in contravention to this Agreement;

(i) Such Limited Partner recognizes that the Partnership will be newly organized and has no history of operations or earnings and is of a speculative nature;

(j) Such Limited Partner understands that no state or Federal governmental authority has made any finding or determination relating to the fairness for public investment of the ownership interests offered by the Partnership and that no state or Federal government authority has or will recommend or endorse these said ownership interests;

(k) Such Limited Partner recognizes that prior to this offering there has been no public market for the ownership interests offered by the Partnership, and it is likely that after the offering there will be no such market for these interests;

(l) Such Limited Partner is financially able to comply with his obligations hereunder; and such Limited Partner has adequate means of providing for current financial needs and possible personal contingencies, exclusive of the investment of such Limited Partner in the Partnership;

(m) Such Limited Partner understands that the Internal Revenue Service (the "Service") may disallow some or all of the deductions to be claimed by the Partnership and that the Service may attempt to treat the Partnership as an association taxable as a corporation which could have an adverse economic effect on the Partners by (1) taxation at the Partnership level resulting in double taxation and no flow through of loss, and (2) substantial reduction in yield, if any, on the Partners' investment in the Partnership; and

(n) Such Limited Partner is aware that the General Partner may be or may engage in business which is competitive with that of the Partnership, and such Limited Partner agrees to such activities even though there are conflicts of interest inherent therein.

ARTICLE IX

MANAGEMENT FEES AND OTHER EXPENSES

9.1 Management Fees. Except as provided in this Article, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership, nor shall any Partner be reimbursed for any expenses incurred by such Partner on behalf of the Partnership. In connection with the conduct, operation and sale of the Partnership Property and the operation of the Partnership, the General Partner may not charge the Partnership management fees for managing the Partnership but shall be reimbursed for any direct expenses reasonably incurred in connection with the Partnership's business; provided, however, that no such expense shall be incurred other than at a price which reflects a competitive market rate for such expense; and provided further, that no contract or arrangement entered into by a General Partner on behalf of the Partnership with such General Partner or an Affiliate shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party. The General Partner shall not be required to devote full time to the affairs of the Partnership, but shall diligently and

faithfully devote whatever time, effort, and skill may be necessary for the conduct of the Partnership's business, and shall perform all of the duties of a General Partner which are provided for in this Agreement and the TBOC.

9.2 Expenses. The General Partner may charge to the Partnership and pay or recover out of Partnership funds, as and when available, the following: all fees that may be required by applicable state or local authorities relating to the formation and operation of the Partnership or in compliance with the terms of this Agreement, including but not limited to, all filing fees for assumed name certificates, the Certificate of Formation and all amendments thereto, all reasonable expenses included by the General Partner in connection with the organization and formation of the Partnership, all reasonable expenses incurred by the General Partner to acquire, preserve, protect, or perfect the title to the Partnership Property or to operate and maintain such property, including, but not limited to, travel expenses, attorneys' fees, accountants' fees and court costs incurred in connection with such matters and any sums owed by the Partnership pursuant to any contract entered by the General Partner pursuant to its authority under this Agreement; the cost of public liability insurance carried in connection with the business of the Partnership; taxes on property of the Partnership; principal and interest, and any other amounts whatsoever owing on any indebtedness of the Partnership, or any part hereof, or any instruments securing any of same, together with any expenses incurred in connection with renewing or rearranging such or any other indebtedness incurred for the benefit of the Partnership deemed necessary by the General Partner; and normal closing costs reasonably incurred in the event of the lease, sale or other disposition of the Partnership Property.

ARTICLE X

TRANSFERS OF PARTNERSHIP INTERESTS

10.1 Generally. Except as set forth herein, no Limited Partner may transfer all or any portion of such Partner's interest in the Partnership, without the prior consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner. Each Limited Partner agrees with the Partnership and all of the other Partners that such Limited Partner will not make or permit a disposition of all or any portion of its Partnership Interest in violation of the provisions of this Article X.

10.2 Permitted Transfers of Limited Partnership Interests..
Notwithstanding the foregoing provisions of Section 10.1, a Limited Partner may Transfer all or any part of the interest of such Limited Partner in the Partnership to: (a) the trustee of a trust created for the benefit of such Limited Partner or such Limited Partner's spouse, children or grandchildren; (b) any Wholly Owned Affiliate of such Limited Partner; (c) the guardian or legal representative of a Limited Partner as to whose estate a guardian or legal representative is appointed and to the executor or administrator of the estate of a deceased Limited Partner, or (d) to any other Person approved by all of the Partners (any such Transfer described above is referred to in this agreement as a "Permitted Transfer"). To be a Permitted Transfer, in addition to meeting the other requirements in this Agreement, the Transfer must be in writing, the terms of which are not in contravention of any of the provisions of the Agreement, and the Transfer must be received by the General Partner and recorded on the books of the Partnership. Until the effective date of a Permitted Transfer, both the Partnership and the Partners shall be entitled to treat the assignor of the transferred interest as the absolute owner thereof in all respects. Upon the Transfer to a trust described in 10.2 (a) above, legal title shall rest in such trust, but such interest shall be subject to the same events and circumstances as if the transferring Limited Partner

continued to own such interest, and said transferring Limited Partner shall continue to exercise all rights and be liable for all duties imposed by this Agreement. If a transfer is made to a Person approved by all of the Partners, as permitted by Section 10.2(d) above, and the Limited Partner making such transfer will be receiving consideration in return for making such transfer, then prior to approving such transfer, the Partnership shall have the option for thirty (30) days to acquire such interest upon the same price and terms as the Person to whom such interest is being transferred. Any Assignee of a Limited Partner under the terms of this Section shall be entitled to receive the share of the Partnership Profits, Losses and distributions to which the Limited Partner from or under whom such interest was acquired would have been entitled; however, any such Assignee shall not automatically become a substituted Limited Partner unless the conditions of Section 8.1 are satisfied.

10.3 Additional Restrictions on Transfer. Notwithstanding Section 10.2, no disposition by a Partner, whether voluntary or involuntary, shall be effective unless (a) the General Partner shall have received a favorable opinion of the Partnership's legal counsel, or of legal counsel acceptable to the General Partner (which opinion shall be rendered at the expense of the transferor), to the effect that such disposition will not (1) violate the Securities Act or the registration requirements of any applicable state securities laws; (2) cause the Partnership or the General Partner to be subjected to any additional regulatory requirement; (3) cause the Partnership to be deemed terminated pursuant to Section 708 of the Code; (4) violate the laws of any state or the rules or regulations of any government agency applicable to such disposition; or (5) result in the Partnership being treated as an association taxable as a corporation for federal income tax purposes.

10.4 Transfer of General Partnership Interests. Except as otherwise provided in this Agreement, additional General Partners shall not be admitted to the Partnership without the consent of all the Partners. Notwithstanding the foregoing, each General Partner may Transfer all but not less than all of its General Partner interest in the Partnership at any time to (a) any Person who is such General Partner's Wholly Owned Affiliate, or (b) to any Person who is approved by all of the Partners. A transferee of a General Partner's interest hereunder shall be admitted as a General Partner with respect to such General Partner's interest if, and only if, all of the other Partners consent to such admission. In the event that the transferee of a General Partner's interest is admitted hereunder, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without winding up. A transferee who acquires a General Partner's interest hereunder by means of a Transfer that is permitted under this section, but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or otherwise to be treated as a General Partner.

10.5 Prohibited Transfer. Any purported Transfer by any Partner of an interest in the Partnership that is not a Permitted Transfer or a transfer permitted under Section 10.5 of this Agreement shall be null and void and of no effect whatever; provided that if the Partnership is required to recognize a Transfer that is not permitted (or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not permitted), the interest transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Partnership) to satisfy any debts, obligations or liabilities for damages that the transferor

or transferee of such interests may have to the Partnership. In the case of a Transfer or attempted Transfer of an interest that is not a Permitted Transfer or a transfer permitted under Section 10.4 of this Agreement, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.6 Acquisition of an Interest Conveyed to Another Without Authority. If any Person acquires a Partnership Interest, or becomes an Assignee, as the result of an order of a court which the Partnership is required by law to recognize, if a Partner's interest in the Partnership is subjected to a lawful "charging order", or if a Partner makes an unauthorized Transfer of an interest in the Partnership, the Partnership will have the unilateral option to acquire the interest of the Assignee, or any fraction or part thereof, upon the following terms and conditions:

(a) The Partnership will have the option to acquire the interest by giving written notice to the Assignee of its intent to purchase within ninety (90) days from the date it is finally determined that the Partnership is required to recognize the Transfer. If the Partnership fails to exercise its option within such 90-day period, the remaining Partners shall have the option to acquire pro rata shares of such interest by giving written notice to the Assignee of their intent to purchase within ninety (90) days following the expiration of the expired 90-day option period held by the Partnership.

(b) The valuation date for the determination of the purchase price of the interest will be the first day of the month following the month in which the notice is delivered.

(c) Unless the Partnership and the Assignee agree otherwise, the purchase price for the interest, or any fraction to be acquired by the Partnership, shall be its fair market value as determined by a written valuation report prepared by a Person qualified to perform business valuations of partnerships and ownership interests in partnerships describing the value of the ownership interest in the Partnership. Such written valuation report shall take into account all appropriate discounts which are applicable to such interest. Payment for the cost of such valuation report shall be made by such Assignee. Closing of the sale will occur at the principal office of the Partnership at 10:00 a.m. on the first Tuesday of the month following the month in which the Appraisal is rendered.

The purchase price paid by the Partnership shall be reduced by any costs or fees incurred by the Partnership in acquiring the interest of such Assignee.

(d) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to

pay its purchase money obligation in fifteen equal annual installments (or for a period of time equal to the remaining term of the Partnership if such period is less than fifteen years) with interest at the Default Rate of Interest. The first installment of principal, with interest, will be due and payable on the first day of the calendar year following closing, and subsequent mutual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership will have the right to prepay all or any part of the purchase money obligation at any time without penalty.

(e) Neither the Assignee of an unauthorized Transfer nor the Partner causing the unauthorized Transfer shall have the right to vote on Partnership matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is closed.

10.7 Survival of Liabilities. It is expressly understood and agreed that no Transfer of a Partnership Interest, even if it subsequently results in the substitution of the Assignee as a Limited Partner herein, shall release the transferor or assignor from those liabilities as to the Partnership which survive such Transfer as a matter of law.

10.8 Partnership Interest Pledge or Encumbrance. No Partner may grant a security interest or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Partner's distributions without the consent of all the Partners. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent.

10.9 Nonrecognition of an Unauthorized Transfer. The Partnership will not be required to recognize the interest of any transferee who has obtained a purported transferred interest as the result of a Transfer that is not authorized by this Agreement and the Transfer shall be null and void for all purposes. If there is doubt as to ownership of an interest in the Partnership or who is entitled to distributions or liquidating proceeds or other property, the General Partner may accumulate such property until the issue is resolved to the satisfaction of the General Partner.

ARTICLE XI **WINDING UP AND TERMINATION OF THE PARTNERSHIP**

11.1 Winding Up and Termination of the Partnership. The Partnership shall be immediately wound up upon the occurrence of any of the following (a "Liquidating Event"):

- (a) The expiration of the term set forth in Section 1.5;
- (b) The withdrawal or removal of a General Partner, the assignment by a General Partner of its entire interest in the Partnership, or any other event that causes a General Partner to cease to be a general partner under the TBOC, provided that any such event shall not constitute a Liquidating Event

if the Partnership is continued pursuant to this Article.

(c) The express written agreement executed by all of the Partners; or

(d) Within a reasonable period of time, as determined by the General Partner, after the sale, condemnation, foreclosure or other similar disposition of all of the Partnership Property or upon the happening of any other event which makes it unlawful, impossible, or impractical to carry on the business of the Partnership.

11.2 Withdrawals; Reconstitution. Winding up may occur pursuant to Section 11.1(b) of this Agreement, but if there is a remaining General Partner or if the Limited Partners by vote of 66.67% of the outstanding ownership interests of the Limited Partners entitled to vote (excluding from such election any limited partnership interest controlled by the General Partner who brought about such event), agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more General Partners, the Partnership will be reconstituted and continued. A General Partner may have the power but not the right to withdraw at any time from the Partnership and cease to be a General Partner under the provisions of Section 153.155(b) of the TBOC by giving written notice to the other Partners. Any General Partner who withdraws or ceases to be a General Partner pursuant to Section 153.155(a) of the TBOC, before the expiration of the stated term of this Partnership violates this Agreement, and the Partnership may recover damages from the withdrawing General Partner, including the reasonable cost of obtaining replacement of the services the withdrawn Partner was obligated to perform, for breach of the Agreement. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, effect that recovery by offsetting those damages against the amount otherwise distributable to the withdrawing General Partner, reducing the Limited Partner's interest into which the withdrawing General Partner's interest may be converted under Section 153.158(a)(l) of the TBOC. Subject to the liability created under Section 153.155(b) of the TBOC, a General Partner who ceases to be a General Partner under Section 153.155(a) of the TBOC shall, at the option of the remaining General Partners or, if there are no remaining General Partners, at the option of a majority in interest (at least 51% of the then outstanding ownership interest) of the Limited Partners in a vote that excludes any Limited Partner interest held by the withdrawing General Partner, convert the interest in that General Partner's capital account, including such General Partner's share of Profits, Losses and distributions, to that of a Limited Partner; or pay to the withdrawn General Partner in cash or other Partnership property of equivalent value, or secure by bond approved by a court of competent jurisdiction, the fair market value of such General Partner's interest in the Partnership, less the damages caused by such General Partner's breach of this Agreement.

11.3 Final Accounting. Upon winding up of the Partnership, an accounting shall be made of the accounts of the Partnership, the account of each Partner thereof, and of the Partnership's assets, liabilities and operations, from the date of the last previous accounting to the date of such winding up.

11.4 Liquidation and Priorities on Distribution. If the Partnership is terminated under Section 11.1, then in such event the Managing Partner shall act as the Liquidating Trustee and shall liquidate the Partnership as herein provided.

(a) If there is no Managing Partner or if the Managing Partner declines or ceases

to serve as Liquidating Trustee, the Liquidating Trustee shall be elected by agreement of those Partners whose percentage interests aggregate 51% percent of the ownership interests of the Partners. The General Partner shall execute such documents that are reasonably required to enable the Partner(s) to perform and function as Liquidating Trustee.

{b) The Liquidating Trustee shall proceed to liquidate the assets of the Partnership and the proceeds of such liquidation shall be applied to the Partners (both General and Limited), in an amount equal to each Partner's percentage interest in the Partnership. Any property which is distributed in kind in liquidation shall be treated as if such property had been sold for its fair market value, the gain or losses from such property had been distributed to the Partners in accordance with the provisions herein, and the cash proceeds from the sale of such property had been distributed. All distribution to Partners (both General and Limited) shall be made in proportion to their respective sharing ratios as set forth on Exhibit B attached hereto regardless of the capital accounts of the Partners and notwithstanding any other provision herein to the contrary. Capital accounts of the Partners, notwithstanding anything herein to the contrary, shall only be used to determine the gain or loss for tax purposes of each Partner.

(c) After the foregoing distributions, this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder.

(d) If a disposition of the Partnership Property has been made on terms that produce a note or contract receivable to the Partnership, the dollar value attributable to each interest in such note or contract receivable distributed pursuant to this Section shall be, as to any distributee thereof, such distributee's pro rata portion of the face amount thereof, and the Liquidating Trustee shall be obliged to make a liquidating distribution in a fashion such that the Partners each are distributed a rateable share of cash items and a rateable share of receivables according to their respective total rights to liquidating distributions.

(e) Notwithstanding anything to the contrary set forth hereinabove, if, after the payment of current Partnership liabilities and obligations to the extent of the funds and/or properties available for that purpose, either any portion of a Partnership borrowing remains unpaid or the Liquidating Trustee determines that additional funds will be required to meet Partnership costs and expenses thereto incurred or for which the Partnership may become responsible, then the Liquidating Trustee shall be obligated to retain such required amounts, if available (or as when they become available), before any Partnership cash or property is distributed to any Partner.

11.6 Power: Land Duties of Liquidating Trustee. Notwithstanding anything to the contrary contained in this Agreement the Liquidating Trustee shall be entitled to exercise such of the powers and authorities granted to the General Partner under Article VII hereof as are necessary and appropriate for the winding up and termination of the Partnership, and also shall be subject to the duties and obligations imposed upon the General Partner under Article VII.

11.7 Indemnification of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever, arising out of or

Page 29- Doce Terrace, LP, Limited Partnership Agreement

incidental to the Liquidating Trustee taking any action authorized under, or within the scope of, this Article; provided, however, that the Liquidating Trustee shall be entitled to no indemnification hereunder where the claim at issue arose out of:

(a) A matter entirely unrelated to the Liquidating Trustee's acting under the provisions of this Article;

(b) The proven gross negligence, willful misconduct, fraud or bad faith of the Liquidating Trustee; or

(c) The proven breach of the Liquidating Trustee of its obligations under this Article.

The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and resources to which the Liquidating Trustee shall be entitled, at law or in equity.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. Any notices required hereunder shall be sent to the Partners (i) by electronic transmission, including e-mail, (ii) by personal service, or (iii) by certified or registered mail, return receipt requested at the address set forth for such parties, respectively, on Exhibit "A" of this Agreement. By giving to each General Partner written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the terms of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. No transferee of any interest of any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer.

12.2 Additional Instruments. Each Partner hereby agrees to execute all such agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions contained herein.

12.3 Applicable to Successors. This Agreement and each provision herein shall be binding upon and applicable to, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, devisees, successors, assigns and legal representatives, except as otherwise expressly provided herein.

12.4 Waiver. No consent or waiver, express or implied, by any parties hereto of the breach or default by any other party or parties hereto in the performance by any such party or parties of its or their obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach of default in the performance of such other or others of the same or any other obligations of such other or others hereunder. Failure on the part of any party hereto to complain of any act of any of the other parties or to declare any of the other parties hereto in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

12.5 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.6 Amendment. This Agreement may be amended or modified at any time only if all Partners agree to such amendment or modification in writing.

12.7 Waiver of Rights to Partition. Inasmuch as all real and personal property owned by the Partnership is owned by the Partnership as an entity, and no party hereto, individually, has any ownership in such property, none of the parties hereto shall have any right to partition any of the Partnership Property, and all parties hereto hereby irrevocably waive any and all rights that any party hereto might have to maintain any action for partition of any of the Partnership Property with respect to their undivided interest, if any, therein, either as a partition in kind or a partition by sale.

12.8 Meetings of the Partners. Meetings of the Partners may be called by the General Partner and shall be called upon the written request of 51% of the then outstanding ownership interests of the Limited Partners. Notice of any such meeting shall be given to all Partners not less than seven (7) business days nor more than thirty (30) business days prior to the date of such meeting and shall state the nature of any business to be transacted thereof. Partners may vote in person or by proxy at such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of Partners. Except as otherwise expressly provided in this Agreement, the vote of a majority in interest (at least 51% of the then outstanding ownership interest) of the Partners shall control. For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Limited Partners requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) business days nor less than ten (10) business days before any such meeting. Each Limited Partner may authorize any Person or Persons to act for it by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or its attorney-in-fact. 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 revocable by the Limited Partner executing it. Each meeting of the Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deem appropriate.

12.9 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Partners (including meeting of the General Partners) may be taken without a meeting if written consent setting forth the action to be taken is signed by all Partners (or General Partners, if applicable) entitled to vote. This consent will have the same force as a unanimous vote of the Partners (or General Partners, if applicable). The original signed consents shall be kept with the Partnership records.

12.10 Counterparts. This Agreement may be signed in a number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for the other counterparts hereof.

12.11 Gender. Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

12.12 Attorney Fees. In the event a dispute arises between any Partner(s) and the Partnership or between the Partners, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred.

12.13 Tax Audit. In the event the Partnership is audited by the Service, the costs and expenses incurred to defend and comply with the audit shall be an expense of the Partnership. Any audit of any individual Partner shall not be deemed to be an audit of this Partnership.

12.14 Foreign Qualification. Prior to the qualification of the Partnership to conduct business in any jurisdiction other than Texas, the General Partner shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the General Partner, with all requirements necessary to qualify the Partnership as a foreign limited partnership in that jurisdiction. At the request of the General Partner, each Partner shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with the terms of this Agreement that are necessary or appropriate to qualify, continue and terminate the Partnership as a foreign limited partnership in all jurisdictions in which the Partnership may conduct business.

12.15 Governing Law. This Agreement shall be subject to, and governed by, the laws of the State of Texas.

12.16 Reliance by Third Parties. Notwithstanding any other provision of this Agreement, any action taken by the General Partner on behalf of the Partnership shall be binding as to any Person who acts in reliance on the authority of the General Partner taking such action, and such Person shall have no duty to ascertain whether such General Partner has such authority even if such action appears to be prohibited by this Agreement. Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to: (a) the identity of the Partners; (b) any conditions precedent to acts by the Partnership; (c) the Persons who are authorized to execute any documents and bind the Partnership; and (d) any other matter involving the Partnership or any Partner.

12.17 Entire Agreement. The Agreements and representations in this Partnership Agreement contain all of the Agreements and representations of the parties hereto, and it is expressly provided that the General Partner shall not be liable for any claim that may

hereafter be made alleging any verbal agreement by and between the Parties hereto and the General Partner, or any General Partner's agents, employees or associates.

12.18 Headings. The heading of each of the articles and sections of this Agreement are inserted for convenience only and shall not be considered in construing the terms of this Agreement.

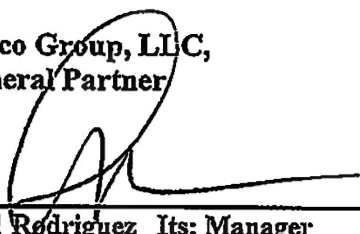
EXECUTED in multiple counterparts, by the General Partner and by the Limited Partners on the date indicated below their respective signatures below, all effective on the date aforementioned.

The undersigned, General Partner, agrees to the terms and conditions of this Agreement of Limited Partnership of Doce Terrace, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

GENERAL PARTNER:

Doce Terrace, LP

By: Mico Group, LLC,
Its General Partner

By: 

Michael Rodriguez Its: Manager

Effective Date: 2.21.23

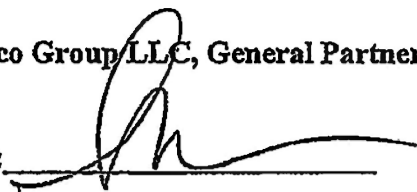
Exhibit A- Signatures of Limited Partners

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

CEO-FOUNDER AND LIMITED PARTNER:

Mico Group/LLC, General Partner

By: 

Michael Rodriguez Its: Manager

Date: 2/21/23

Address for Notices:

Email: _____ Phone: _____

**Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP**

By: _____
Michael Rodriguez Its: Manager

Date: _____

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

FOUNDER AND LIMITED PARTNER:

William L. Hutchinson

Signature

Date:

3/22/23

Address for Notices:

3100 Monticello #300

DALLAS, TEXAS 75205

Email:

Phone:

(214) 676-3736

BHutchinson@DWHill
PARTNERS.COM

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By:

Michael Rodriguez Its: Manager

Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

FOUNDER AND LIMITED PARTNER:

Jeff Coleman

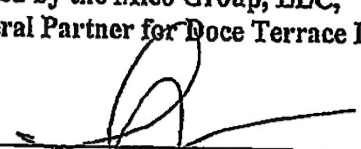

Signature

Date: 2/21/23

Address for Notices:

Email: _____ Phone: _____

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: 

Michael Rodriguez Its: Manager

Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: William L. Hutchinson

Signature: [Signature]

If Entity, Title: _____

Date: 3/22/23

Address for Notices:

3100 Monticello # 300
DALLAS, TEXAS 75205

Email: _____ Phone: (214) 676-3736
BHutchinson@Dunhill
PARTNERS.COM

Total Investment: \$ 120,000.00
\$120,000 for 10%. \$60,000 for 5%, or \$30,000 for 2.5%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: [Signature]
Michael Rodriguez Its: Manager

Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: Jeffrey Coleman

Signature: Jeh

If Entity, Title: Ind.

Date: 3.21.23.

Address for Notices:

5566 Mainst. suite 212

Frisco, Tx. 75003

Email: Jell@worldcapmanagement.com Phone: 214 5540170

Total Investment: \$ 120,000 ..
\$120,000 for 10%. \$60,000 for 5%, or \$30,000 for 2.5%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: [Signature]
Michael Rodriguez Its: Manager

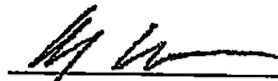
Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: COTTON BELT AMIGOS LLC

Signature: 

If Entity, Title: Manager

Date: 03.23.2023

Address for Notices:

3508 Haynie Ave

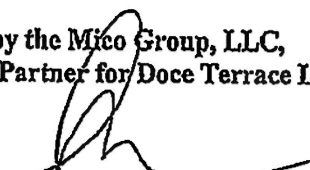
Dallas, TX 75205

Email: buddy@katyicehouse.com

Phone: 214.674.9200

Total Investment: \$120,000 for 10%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: 
Michael Rodriguez Its: Manager

Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: Syler Holdings, L.L.C.

Signature: [Signature]

If Entity, Title: Manager

Date: 3/10/23

Address for Notices:

6661 Lakewood Boulevard

Dallas, Texas 75214

Email: ts@trc3.net Phone: 214-682-3487

Total Investment: \$ 120,000.00
\$120,000 for 10%. \$60,000 for 5%, or \$30,000 for 2.5%

c/ Terry Syler

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: [Signature]
Michael Rodriguez Its: Manager

Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: SAM BASHARKHAN

Signature: 

If Entity, Title: _____

Date: 3/27/23

Address for Notices:

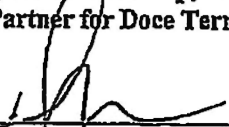
7314 Meadow Oaks
Dallas TX 75230

Email: _____ Phone: _____

Samb@beitexas.com
214.532.7558

Total Investment: \$ 120,000
\$120,000 for 10%. \$60,000 for 5%, or \$30,000 for 2.5%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: 
Michael Rodriguez Its: Manager

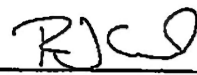
Date: 3-30-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: Jay Annand

Signature: 

If Entity, Title: _____

Date: 3/28/20
23

Address for Notices:

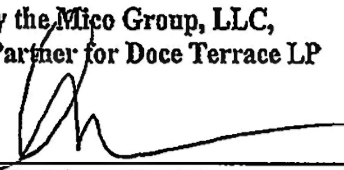
4143 Brookport

Dallas Texas 75229

Email: jay@annsold.net Phone: 214 207 9016
Text _____

Total Investment: \$ 120,000
\$120,000 for 10%. \$60,000 for 5%, or \$30,000 for 2.5%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: 
Michael Rodriguez Its: Manager

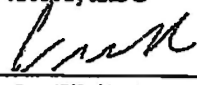
Date: 3-28-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: CWP Investors, LLC

By: 
Charles W. Putnam Jr

If Entity, Title: Member

Date: 4/6/23

Address for Notices:

5305 Village Creek Dr.

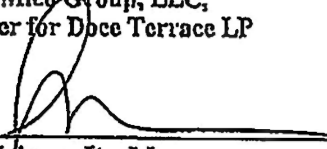
Plano, TX 75093

Email: chuck@cwpinvest.com

Phone: 972-818-7500

Total Investment: \$ 120,000
\$120,000 for 10%, \$60,000 for 5%, or \$30,000 for 2.5%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: 
Michael Rodriguez Its: Manager

Date: 4-6-2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: K. I. Holdings

Signature: [Signature]

If Entity, Title: Manager Partner

Date: 3/28/23

Address for Notices:

KI HOLDINGS, LTD
101 W. GOODWIN AVE.
SUITE 1117
VICTORIA, TEXAS 77901

Email: _____ Phone: _____

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: [Signature]
Michael Rodriguez Its: Manager

Date: 3-30-2023

Carolyn Coleman

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE LP
(Attached to Limited Partnership Agreement for each investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A" to this Agreement.

LIMITED PARTNER

Name: Carolyn Ice Bankship Family Trust

Signature: [Signature]

If Entity, Title: President

Date: 3/24/23

Address for Notices:

6909 Lakewood Blvd

Dallas, TX 75214

Email: Carolyn@icebankship.com

Phone: 214-728-4711

icebankship.com

Approved by the Mico Group, LLC
as General Partner for Doce Terrace LP

By: [Signature]
Michael Rodriguez, its Manager

Date: _____

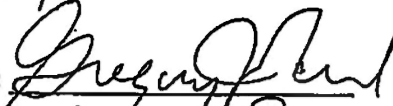
3.24.
2023

AGREEMENT TO TERMS OF LIMITED PARTNERSHIP OF DOCE TERRACE, LP
(Attached to Limited Partnership Agreement for each Investor)

The undersigned agrees to the terms and conditions of the Agreement of Limited Partnership of DOCE TERRACE, LP, including the partnership percentage interest and capital account as shown in the attached Exhibit "A-1" to this Agreement.

LIMITED PARTNER:

Name: Gregory J. Pearl

Signature: 

If Entity, Title

Gregory Pearl Revocable Trust

Date: 4-1-23

Address for Notices:

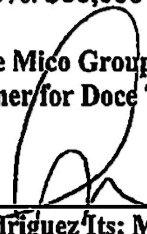
3900 Stonebridge Drive
Dallas, TX 75204

Email: gregory.pearl@bswhealth.org

Phone: 214-557-2400

Total Investment: \$ _____
\$120,000 for 10%. \$60,000 for 5%, or \$30,000 for 2.5%

Approved by the Mico Group, LLC,
as General Partner for Doce Terrace LP

By: 

Michael Rodriguez Its: Manager

Date: 4-1-2023

Exhibit A-1

General Partner and Limited Partners Ownership and Contributions

General Partner	Percentage	Capital Contribution
Mico Group, LLC	1.0%	\$100.00

Limited Partner-Founders	Percentage	Capital Contribution
Mico Eleven LLC	24.0%	\$100.00
William L. Hutchinson	12.5%	\$100.00
Jeff Coleman	12.5.0%	\$100.00
Total Founders	49.0%	\$300.00

Limited Partner-Investors	Percentage	Capital Contribution
William L. Hutchinson	10%	\$120,000.00
Jeffrey Coleman	10%	\$120,000.00
Cotton Belt Amigos, LLC	10%	\$120,000.00
Syler Holdings, L.L.C.	10%	\$120,000.00
Sam Basharkhah	10%	\$120,000.00
Jay Annand	10%	\$120,000.00
CWP Investors, LLC	10%	\$120,000.00
K. I. Holdings LTD	10%	\$120,000.00
Carolyn Tice Blankenship Family Trust	10%	\$120,000.00
Greg Pearl	10%	\$120,000.00
Total Investment	50.0%	\$1,200,000.00

Total Contributions from General Partner and Limited Partners \$1,200,400.00

Approved by General Partner: Mico Group, LLC

By: _____

8-24-2023

Michael Rodriguez, Its: Manager

EXHIBIT 4

Bill of Sale and Assignment

Mico44, LP

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, MicoMiquel, LLC ("Seller"), of Dallas, Texas in consideration of a transfer all its Limited Partnership Interest to the Buyer for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of payment being hereby acknowledged, do hereby assign, sell and transfer to Jeff Coleman or assigns ("Buyer") and its successors and assigns, the personal property described as follows:

Nineteen Percent (19%) Limited Partnership Interest of Mico44, LP, a Texas limited partnership company ("Personal Property").

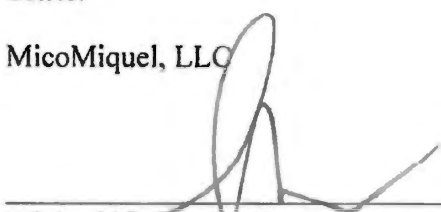
Seller warrants that Seller is the lawful owner in every respect of all the Personal Property. Seller binds Seller and Seller's successors and assigns to warrant and forever defend Buyer's and Buyer's successors and assigns' title to the Personal Property against every person claiming the described Personal Property or any part of it.

THE PERSONAL PROPERTY IS SOLD "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PERSONAL PROPERTY.

This Bill of Sale shall be effective as to the transfer of the Limited Partnership Interest as of June 11, 2024 ("Effective Date").

Seller:

MicoMiquel, LLC



Michael Rodriguez, Manager

Buyer:



Jeff Coleman

Bill of Sale and Assignment

Mico44 LP

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Mico44 GP LLC ("Seller"), of Dallas, Texas in consideration of a transfer all its Limited Partnership Interest to the Buyer for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of payment being hereby acknowledged, do hereby assign, sell and transfer to Jeff Coleman or assigns ("Buyer") and its successors and assigns, the personal property described as follows:

One Percent (1%) Limited Partnership Interest of Mico44, LP, a Texas limited partnership company ("Personal Property").

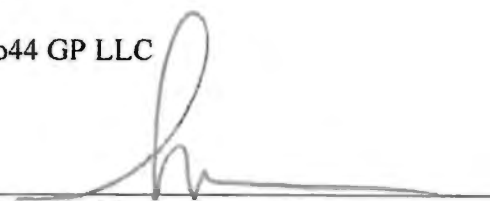
Seller warrants that Seller is the lawful owner in every respect of all the Personal Property. Seller binds Seller and Seller's successors and assigns to warrant and forever defend Buyer's and Buyer's successors and assigns' title to the Personal Property against every person claiming the described Personal Property or any part of it.

THE PERSONAL PROPERTY IS SOLD "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PERSONAL PROPERTY.

This Bill of Sale shall be effective as to the transfer of the Limited Partnership Interest as of June 11, 2024 ("Effective Date").

Seller:

Mico44 GP LLC


Michael Rodriguez, Manager

Buyer:


Jeff Coleman

Resignation of General Partner Position

Mico44, LP

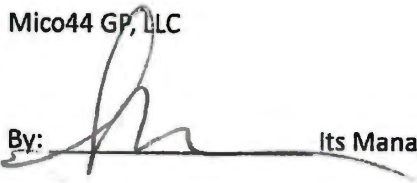
Doce Terrace, LP

~~1 Mico 12 LP, LLP~~

The following resign as General Partner as indicated below:

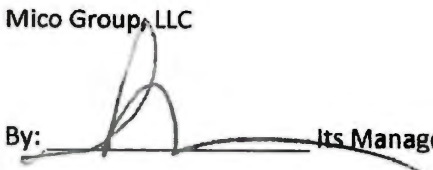
Mico44 GP, LLC here by resigns from Mico44, LP as the general partner upon acceptance by the replacement General Partner.

Mico44 GP, LLC

By:  Its Manager Date: June 11, 2024

Mico Group, LLC here by resigns from Doce Terrace LP as the general partner upon acceptance by the replacement General Partner.

Mico Group, LLC

By:  Its Manager Date: June 11, 2024

~~Mico Miguel LLC here by resigns from 1 Mico 12 LP, LLP as the general partner upon acceptance by the replacement General Partner.~~

~~Mico Miguel LLC~~

By:  Its Manager Date: June 11, 2024

Bill of Sale and Assignment

Doce Terrace, LP

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Mico Eleven, LLC ("Seller"), of Dallas, Texas in consideration of a transfer all its Limited Partnership Interest to the Buyer for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of payment being hereby acknowledged, do hereby assign, sell and transfer to Jeff Coleman or assigns ("Buyer") and its successors and assigns, the personal property described as follows:

Nineteen Percent (19%) Limited Partnership Interest of Doce Terrace, LP, a Texas limited partnership company ("Personal Property").

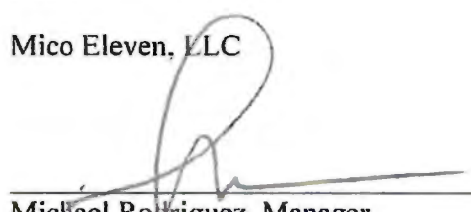
Seller warrants that Seller is the lawful owner in every respect of all the Personal Property. Seller binds Seller and Seller's successors and assigns to warrant and forever defend Buyer's and Buyer's successors and assigns' title to the Personal Property against every person claiming the described Personal Property or any part of it.

THE PERSONAL PROPERTY IS SOLD "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PERSONAL PROPERTY.

This Bill of Sale shall be effective as to the transfer of the Limited Partnership Interest as of June 11, 2024 ("Effective Date").

Seller:

Mico Eleven, LLC



Michael Rodriguez, Manager

Buyer:



Jeff Coleman

Bill of Sale and Assignment

Doce Terrace, LP

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Mico Group, LLC ("Seller"), of Dallas, Texas in consideration of a transfer all its Limited Partnership Interest to the Buyer for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of payment being hereby acknowledged, do hereby assign, sell and transfer to Jeff Coleman or assigns ("Buyer") and its successors and assigns, the personal property described as follows:

One Percent (1%) Limited Partnership Interest of Doce Terrace, LP, a Texas limited partnership company ("Personal Property").

Seller warrants that Seller is the lawful owner in every respect of all the Personal Property. Seller binds Seller and Seller's successors and assigns to warrant and forever defend Buyer's and Buyer's successors and assigns' title to the Personal Property against every person claiming the described Personal Property or any part of it.

THE PERSONAL PROPERTY IS SOLD "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PERSONAL PROPERTY.

This Bill of Sale shall be effective as to the transfer of the Limited Partnership Interest as of June 11, 2024 ("Effective Date").

Seller:

Mico Group, LLC



Michael Rodriguez, Manager

Buyer:



Jeff Coleman

Resignation of General Partner Position

Mico44, LP

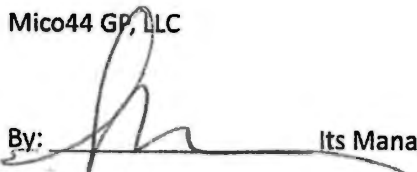
Doce Terrace, LP

~~1 Mico 12 LP, LLP~~

The following resign as General Partner as indicated below:

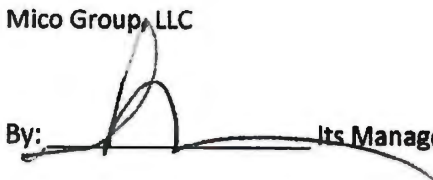
Mico44 GP, LLC here by resigns from Mico44, LP as the general partner upon acceptance by the replacement General Partner.

Mico44 GP, LLC

By:  Its Manager Date: June 11, 2024

Mico Group, LLC here by resigns from Doce Terrace LP as the general partner upon acceptance by the replacement General Partner.

Mico Group, LLC

By:  Its Manager Date: June 11, 2024

~~**Mico Miguel LLC here by resigns from 1 Mico 12 LP, LLP as the general partner upon acceptance by the replacement General Partner.**~~

~~Mico Miguel LLC~~

By:  Its Manager Date: June 11, 2024

EXHIBIT 5

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

<u> x </u> Yes	<u> </u> No
---------------------	-----------------------------------

- b. Continue the business of 1 MICO 12 LP, LLP;

<u> x </u> Yes	<u> </u> No
---------------------	-----------------------------------

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

<u> x </u> Yes	<u> </u> No
---------------------	-----------------------------------

EXECUTED this 22 day of October, 2025.

LIMITED PARTNER:

RICHARD WASHBURNE FAMILY TRUST

By: Ray Washburne
Ray Washburne

Its: Trustee

**BALLOT OF A LIMITED PARTER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;



Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;



Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.



Yes

No

EXECUTED this 21 day of October, 2025.

LIMITED PARTNER:

WILLIAM HUTCHINSON

By:

William Hutchinson

Individually

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

X

Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;

X

Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

X

Yes

No

EXECUTED this 16th day of October, 2025.

LIMITED PARTNER:

BUDDY CRAMER

By: _____
Buddy Cramer

Individually

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of Mischiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

X
Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;

X
Yes

No

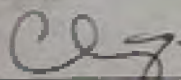
- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

X
Yes

No

EXECUTED this 16th day of October, 2025.

LIMITED PARTNER: CHARLES SOLOMON, JR.

By: 
Charles Solomon JR.

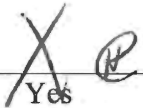
Individually

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

Yes 

No

- b. Continue the business of 1 MICO 12 LP, LLP;

Yes 

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

Yes 

No

EXECUTED this 16th day of October, 2025.

LIMITED PARTNER:

HARVEY CARTER

By: 
Harvey Carter

Individually

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

X
Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;

Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

X
Yes

No

EXECUTED this 16th day of October, 2025.

LIMITED PARTNER:

JEFF COLEMAN

By: Jeff Coleman
Jeff Coleman

Individually

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

☒
Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;

☒
Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

☒
Yes

No

EXECUTED this 16 day of October, 2025.

LIMITED PARTNER:

LAWRENCE BOCK

By:

Lawrence Bock

Individually

**BALLOT OF A LIMITED PARTER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

 x

Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;

 X
Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

 x

Yes

No

EXECUTED this 22 day of October, 2025.

LIMITED PARTNER:

RAY WASHBURNE FAMILY TRUST

By: Ray Washburne

Ray Washburne

Its: Trustee

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;



Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;



Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.



Yes

No

EXECUTED this 23rd day of October, 2025.

LIMITED PARTNER:

R.P. MCNUTT GS TRUST

By: 

Robert McNutt

Its: Trustee

**BALLOT OF A LIMITED PARTNER OF
1 MICO 12 LP, LLP**

October 15, 2025

The undersigned is a limited partner of 1 MICO 12 LP, LLP or a controlling person of a legal entity that is a limited partner of 1 MICO 12 LP, LLP, a Texas limited partnership, and hereby casts a vote regarding the various actions to be taken with regard to the Partnership:

- a. Removal of MicoMiguel, LLC as a general partner of 1 MICO 12 LP, LLP;

X
Yes

No

- b. Continue the business of 1 MICO 12 LP, LLP;

X
Yes

No

- c. Appointment of Glowing Stars, LLC as the general partner of 1 MICO 12 LP, LLP.

X
Yes

No

EXECUTED this 22 day of October, 2025.

LIMITED PARTNER:

STEPHEN SUMMERS

By: _____

Stephen Summers

Individually

EXHIBIT 6

Michael:

Since we already have a suit drafted, we will proceed with filing it tomorrow under the same premise.

What you and your clients fail to understand is that your clients have already invalidly stripped my client of his partnership interests in Mico44, LP and Doce Terrace, LP, as detailed in my September 5, 2025 letter. Now, they are attempting to do the same with 1 Mico 12 LP, LLP.

You continue to refuse to provide the operating agreements for these restaurants, which would make clear that the so-called “removal” actions are invalid. Without those agreements, it’s evident that your clients are again acting outside the bounds of their authority.

Further, your clients are complicit in the commingling of funds between all three restaurants and have knowingly approved the manner in which the restaurants have been operating. It is disingenuous for them to now attempt to weaponize their own mismanagement and commingling to remove my client and consolidate control.

Your clients’ pattern of conduct—wrongfully removing my client as general partner, withholding governing documents, commingling funds, and shifting blame for the restaurants’ financial issues—will now be addressed in litigation. We will demonstrate to the court, and to the other investors, that your clients have mismanaged and diverted company funds under the guise of being “managing members” of Mico 44, LP and Doce Terrace,

LP. Additional suits for breach of fiduciary duty will follow by the investors against your clients.

It's unfortunate this could not be resolved short of airing this out in the public domain, but I am confident the court will make clear that your clients' actions are unlawful.

Best Regards,

Brian Wcislo
Wcislo Law Group
8117 Preston Rd. Ste 300
Dallas, TX 75225
214-356-7963
www.wcislolawgroup.com



This electronic transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender that is protected by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510 and 2521 and may be legally privileged. This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this communication in error, please notify Wcislo Law Group P.L.L.C. immediately by telephone 214-356-7963 and destroy the original message.

On Thu, Oct 23, 2025 at 4:08 PM Michael Myers

<michael@mhmyerslaw.com> wrote:

Brian,

Votes from 52.249% of the limited partners to remove MicoMiguel, LLC as the general partner of 1 Mico 12 LP, LLP have been obtained, and therefore, MicoMiguel, LLC is no longer the general partner of 1 Mico 12 LP, LLP. Please note that we expect to have another 2.75% of the limited partnership interests vote in favor of removing MicoMiguel, LLC as the general partner of 1 Mico 12 LP, LLP.

Pursuant to the partnership agreement MicoMiguel, LLC is not entitled to vote on the continuation of the business of 1 Mico LP, LLP and the appointment of Glowing Stars, LLC as the new general partner, nor is Mico Restaurant Partners LP, LLP as MicoMiguel, LLC is the general partner of Mico Restaurant Partners LP, LLP. MicoMiguel, LLC holds a 1.00% partnership interest and Mico Restaurant Partners LP, LLP holds 30.25% partnership interest. Excluding the 31.25% of the partnership interests held by MicoMiguel, LLC and/or Mico Restaurant Partners LP, LLP, there remains only 68.75% of the partnership interests entitled to vote.

By my calculations, the same 52.249% of 100% of the partnership interests becomes a 75.9985% vote after removal of the 31.25% of the partnership interests not entitled to vote. Therefore, please be advised that the limited partners also: (a) voted to continue the business of 1 Mico 12 LP, LLP; and (b) appoint Glowing Stars, LLC as the new general partner. I have attached the ballots to this email for your review.

Please let me know whether Michael "Mico" Rodriguez will participate in a amicable transition of the general partnership duties as soon as possible but not later than 12:00 noon tomorrow.

I look forward to your prompt response.

Michael H. Myers, Esq.

Myers Law Firm

7550 Yellowstone Drive

Frisco, Texas 75033

972.809.9979

michael@mhmyerslaw.com

EXHIBIT 7

From:
Sent:
To:
Cc:
Subject:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: "George, Clement" <Clement.George@frostbank.com>
Date: August 18, 2025 at 12:05:09 PM CDT
To: Jeff Coleman <jeff@worldcupmanagement.com>
Subject: RE: Doce mesas

Jeff,

I have provided all the documents you sent me to our legal team. Mico has also hired an attorney and is trying to fight this. Our legal team is reviewing everything and will let me know if they approve you taking over the account. Until then, the account has been frozen so no more funds can be taken out of the account until a decision has been made. I know you need an answer as soon as possible. Unfortunately, we are stuck in the middle of this fight between Mico and you and the other partners. This is out of my hands at the moment. I will get you an answer as soon as possible. Thanks!

Regards,

Clement

Clement George
Assistant Vice President | Commercial Banking
Frost – Banking, Investments, Insurance
8201 Preston Road, Suite 180, Dallas, Texas 75225
Office: (214) 515-4709 | Cell: (469) 475-3588
clement.george@frostbank.com | www.frostbank.com



From: Jeff Coleman <jeff@worldcupmanagement.com>
Sent: Monday, August 18, 2025 11:40 AM
To: George, Clement <Clement.George@frostbank.com>
Subject: [EXTERNAL] Re: Doce mesas

Hi clement

I need to get this guy off the account please let me know.
Do you need to speak to my attorney?
Jeff Coleman
2145540170
Sent from my iPhone

On Aug 14, 2025, at 12:09 PM, George, Clement
<Clement.George@frostbank.com> wrote:

Thanks for sending Jeff! I will pass this on to our legal team and let you know.

Regards,

Clement

Clement George
Assistant Vice President | Commercial Banking
Frost – Banking, Investments, Insurance
8201 Preston Road, Suite 180, Dallas, Texas 75225
Office: (214) 515-4709 | Cell: (469) 475-3588
clement.george@frostbank.com | www.frostbank.com

<image001.jpg>

From: Jeff Coleman <jeff@worldcupmanagement.com>
Sent: Thursday, August 14, 2025 11:51 AM
To: George, Clement <Clement.George@frostbank.com>
Subject: [EXTERNAL] Doce mesas

[Download Attachment](#)
[Available until Sep 13, 2025](#)

EXHIBIT 8

CAUSE NO. _____

1 MICO 12 LP, LLP; DOCE TERRACE LP; and MICO44 LP;

Plaintiffs,

V.

**MICOMIGUEL, LLC; MICO 44 GP, LLC;
MICO GROUP, LLC; MICHAEL
RODRIGUEZ; BIANCA RODRIGUEZ;
and CAROLINE RODRIGUEZ,**

Defendants.

IN THE DISTRICT COURT

JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

DECLARATION OF JEFF COLEMAN

My name is JEFF COLEMAN. I am a manager of GLOWING STARS, LLC. GLOWING STARS, LLC is the general partner of Plaintiffs 1 MICO 12 LP LLP; DOCE TERRACE, LP; and MICO44, LP in the above referenced and styled case. My date of birth is January 13, 1958. My address is 5566 Main Street, Suite 212, Frisco, Texas 75033. I have read Plaintiffs' Original Petition, Verified Application for Emergency Temporary Restraining Order, and Temporary Injunction (the "Petition"), and that the facts stated in paragraphs 10 – 12, 17 – 42, and 45 – 53 of the Petition are within my personal knowledge and are true and correct, and the following statements are within my personal knowledge and are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 24th day of October, 2025 in Dallas County, Texas.

Jeff Coleman, Declarant

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Michael Myers on behalf of Michael Myers

Bar No. 24032779

michael@mhmyerslaw.com

Envelope ID: 107316483

Filing Code Description: Original Petition

Filing Description:

Status as of 10/29/2025 8:44 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Michael Myers		michael@mhmyerslaw.com	10/27/2025 11:30:37 AM	NOT SENT
Michael Myers		michael@mhmyerslaw.com	10/27/2025 11:30:37 AM	NOT SENT
Michael Myers		michael@mhmyerslaw.com	10/27/2025 11:30:37 AM	NOT SENT