

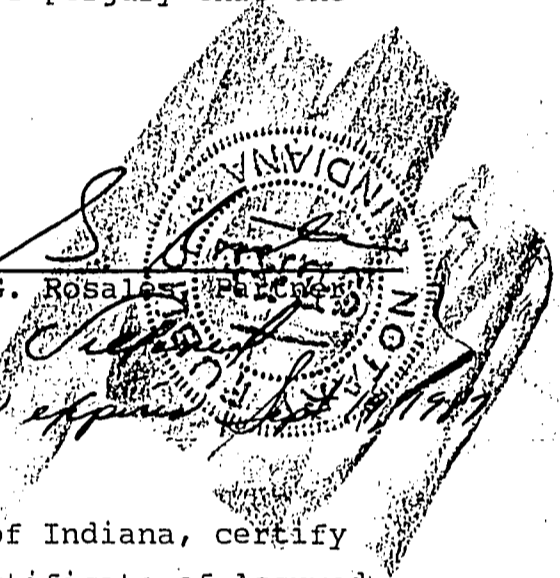
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CERTIFICATE OF ASSUMED BUSINESS NAME

1. The name of the partners are Moises & Yolanda Rosales, (husband and wife), and Moises G. Rosales.
2. The principal office address of the partnership is at P. O. Box 1993, Highland, Indiana 46322
3. Assumed business name is Mex Group.
4. The address at which the partnership will do business under the assumed business name is at P.O. Box 1993, Highland, Indiana 46322.

I hereby verify, subject to penalties of perjury that the facts contained herein are true and correct.

Moises G. Rosales
 Moises G. Rosales, Partner
Commissioner of Public Safety
 Commissioner of Public Safety



I, the recorder of Lake County, State of Indiana, certify that the foregoing is a true copy of the Certificate of Assumed Business Name recorded in my office on the _____ day of _____, 1985.

Lake County Recorder

RETURN TO: P. O. Box 1993, Highland, Indiana 46322

STATE OF INDIANA / S.S. HOE
 LAKE COUNTY
 CLERK OF COURTS
 APR 2 11 35 AM '85
 RUDOLPH CLAY
 RECORDER

This instrument Prepared By: Moises G. Rosales, P. O. Box 1814, Highland, Indiana 46322

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MEX GROUP PARTNERSHIP AGREEMENT

Agreement made this 1st day of April, 1985, between Moises and Yolanda Rosales, (husband and wife), herein referred to as investor partner and Moises G. Rosales, herein referred to as worker partner.

RECITALS

The parties desire to associate themselves as a partnership for the purpose of real estate investment.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The partnership shall commence on April 1, 1985, and continue for an indefinite period thereafter. Either party may terminate the partnership providing 30 days written notice of that intention to the other party.

2. The principal place of business shall be in Lake County, Indiana.

3. Investor partner shall obtain and guarantee loans secured by mortgages on partnership property, to be used as the capital of the partnership. The mortgages and promissory notes, if issued, and its renewals, are to be a partnership indebtedness and liability and are to be retired and paid off out of the profits of the partnership business as rapidly as it may be able to do so, without impairing business resources. Further encumbrances upon partnership property shall require the signatures of both parties. No division of partnership profits shall be made between the partners until the note, mortgage and all renewals thereof, shall have been fully paid. This guarantee shall represent a 50% interest in the total partnership valuation. Investor partner shall engage in the management or control of the partnership only as agreed upon by the parties.

4. Worker partner shall contribute his full time and services to the management, control and operation of the partnership

business as his contribution to the capital of the partnership. This contribution of services shall represent a 50% interest in the total partnership valuation. Worker partner shall be allowed to engage in any outside employment or job related activities.

5. On termination of the partnership, the unfinished business shall be finished by or under the supervision and direction of worker partner. Worker partner shall receive reasonable compensation therefor, and be reimbursed for the expenses incurred in winding up the partnership. The books and records of the partnership shall be retained by and the property of worker partner.

6. The net proceeds of the partnership shall be divided and paid to each party in direct proportion to that party's contributions to the partnership capital as provided hereinabove.

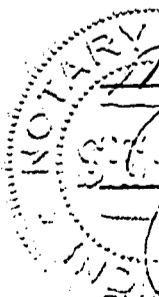
7. The employment and utilization of all personnel shall be the responsibility and under the direct control of worker partner, who shall have complete authority for personnel matters.

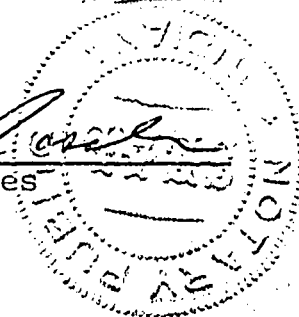
8. All money received by the partnership shall be deposited in a bank to be selected by both partners and to be drawn out on authorized checks signed by either partner or their designee.

9. The partnership business shall be terminated on the death of any partner, but only after the surviving partner has completed all of the partnership's outstanding contracts and unfinished business. The surviving partner shall finish all business in an expeditious manner and the requirement for finishing business shall not preclude legally terminating any obligation prior to completion thereof, with the concurrence of the customer.

The value of the decedent partner's interest shall be determined and paid to his estate on the completion of all unfinished business and after winding up the partnership.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

 Moisés Rosales
Moisés Rosales
Yolanda Rosales
Yolanda Rosales

Moisés G. Rosales
Moisés G. Rosales


State of Arizona County of Lake
Subscribed and sworn to before me this Sept 1st day of April,
1985.
My commission expires Sept. 19, 1987

Signature of Notary Public
Signature of Notary Public
