

**APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP**

APR 27 9 04 AM '84

To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

1. The name of the limited partnership is Reyna Equipment Investors, L.P.
2. The name which it shall use in Idaho is Reyna Equipment Investors, Limited Partnership
3. It is organized under the laws of the State of New York
4. The date of its formation is March 27, 1984
5. The address of its registered or principal office in the state or country under the laws of which it is organized is 1215 Western Avenue, University Plaza, Suite 302, Albany, NY 12203
6. The name and street address of its proposed registered agent in Idaho are C T CORPORATION SYSTEM, 300 North 6th Street, Boise, Idaho 83701
7. The general character of the business it proposes to transact in Idaho is:
(see attached)
8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
<u>Reyna Financial Corporation</u>	<u>General</u>	<u>115 South Ludlow Street Dayton, Ohio 45402 (Attention of the President)</u>
<u>Merrill Lynch Capital Resources, Inc.</u>	<u>Limited</u>	<u>Industrial Resources Division One Liberty Plaza New York, NY 10080 (Attention of the President)</u>

(continued on reverse)

7) To invest the funds contributed by the Partners to acquire machines, equipment and other personal property (the "Equipment") and to lease, manage, operate, maintain and improve the same, and in connection therewith to borrow money and obtain credit and to mortgage said property and assign said leases and otherwise pledge, mortgage or encumber any or all of the properties of the Limited Partnership as security for such borrowings and credit.

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OFFICE OF
ALBANY COUNTY CLERK
ALBANY, N.Y.

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CERTIFICATE OF LIMITED PARTNERSHIP
SECRETARY OF STATE
OF

REYNA EQUIPMENT INVESTORS, L.P.

We, the undersigned, having executed the Agreement of Limited Partnership dated March 27, 1984 (the "Agreement of Limited Partnership"), for the purpose of forming a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the State of New York, do hereby certify as follows:

I. Name. The name of the Limited Partnership shall be Reyna Equipment Investors, L.P.

II. Character of Business. The primary purpose of the Limited Partnership is to invest the funds contributed by the Partners to acquire machines, equipment and other personal property (the "Equipment") and to lease, manage, operate, maintain and improve the same, and in connection therewith to borrow money and obtain credit and to mortgage said property and assign said leases and otherwise pledge, mortgage or encumber any or all of the properties of the Limited Partnership as security for such borrowings and credit.

III. Place of Business. The principal place of business of the Limited Partnership shall be at 1215 Western Avenue, University Plaza, Suite 302, Albany, New York 12203, or at such other place as may be designated, from time to time by the General Partner.

IV. General Partner. The name and address of the General Partner are as follows:

Reyna Financial Corporation
115 South Ludlow Street
Dayton, Ohio 45402
(Attention of the President)

Limited Partner. The name and address of the Limited Partner are as follows:

Merrill Lynch Capital Resources Inc.,
Industrial Resources Division
One Liberty Plaza
New York, N.Y. 10080
(Attention of the President)

V. Term. The term of the Limited Partnership shall commence upon the date of the first publication of a copy of this Certificate, or of a notice containing the substance of this Certificate, following the filing for record of this Certificate in the office of the County Clerk

of the County of Albany, State of New York, and the term of the Limited Partnership shall continue through the close of business on December 31, 1999 unless sooner terminated upon (i) the dissolution, bankruptcy or assignment for the benefit of creditors of the General Partner, (ii) the mutual consent of the Partners to dissolve and terminate the Partnership, (iii) the sale, transfer or other disposition of all the Equipment or (iv) the occurrence of any other event which results in dissolution of the Limited Partnership under the laws of the State of New York.

VI. Initial Contribution of Each Partner. The aggregate amount of cash which has been contributed to the Limited Partnership by each of the Partners, as of the date hereof, is:

Reyna Financial Corporation	\$5,000
Merrill Lynch Capital Resources Inc., Industrial Resources Division	5,000
	<hr/>
	<u>\$10,000</u>

VII. Additional Contributions of Each Partner. The Partners are obligated to make additional contributions to the Limited Partnership for the acquisition of Equipment and the payment of certain general and administrative costs and expenses of the Limited Partnership at the times and in the amounts determined in accordance with the Agreement of Limited Partnership.

VIII. Return of Contribution to Each Partner. Contributions to the Limited Partnership may not be withdrawn except upon the dissolution of the Limited Partnership and as described in the next sentence. Amounts contributed in respect of the acquisition of Equipment but not committed or applied toward such acquisition, toward the payment of the costs, expenses, liabilities and obligations of the Limited Partnership or toward the funding of a partial reserve for bad debts will, from time to time, be distributed to the Partners in proportion to their initial capital contributions.

IX. Profit Shares of Each Partner. All funds of the Partnership, except those referred to in Paragraph VIII of this Certificate, remaining after the payment of the costs, expenses, liabilities and obligations of the Limited Partnership and the funding of the partial reserve for bad debts will be distributed to the Partners in proportion to their initial capital contributions.

X. Assignment of Limited Partner's Interest. The Limited Partner may not substitute an assignee as contributor in its place or assign or encumber all or any part of its interest as the Limited Partner unless the General Partner, in its sole discretion, shall have given its prior written consent to such substitution or assignment.

XI. Admission of Additional Limited Partners. Additional Limited Partners may not be admitted to the Partnership without the consent of all Partners or except as set forth in Paragraph X of this Certificate.

XII. Right of Limited Partner to Demand and Receive Property Other Than Cash. The Limited Partner has the right to demand and receive property other than cash in return for its contribution in the event that termination of the Limited Partnership shall occur by reason of the dissolution, bankruptcy or assignment for the benefit of creditors of the General Partner.

Signed the 27th day of March, 1984.

REYNA FINANCIAL CORPORATION,
the General Partner,

by Dale L. Medford
Dale L. Medford,
President

Subscribed and sworn
to before me this 27th
day of March, 1984.

[Notarial Seal]

Kenneth H. Muswell
Notary Public

My Commission Expires Dec. 1, 1987

MERRILL LYNCH CAPITAL
RESOURCES INC., INDUSTRIAL
RESOURCES DIVISION, the
Limited Partner,

by *Robert R. Rivett*
Robert R. Rivett
Senior Vice President

Subscribed and sworn
to before me this 27th
day of March, 1984.

Kenneth D. Madwell
Notary Public

[Notarial Seal]

My Commission Expires Dec. 1, 1987

STATE OF NEW YORK
COUNTY OF ALBANY CLERK'S OFFICE } ss.:

I, GUY D. PAQUIN, Clerk of the said County, and also Clerk of the
Supreme and County Courts, being Courts of Record held therein, DO HEREBY
CERTIFY that I have compared the annexed copy cert. of limited Partnership
original thereof filed in this office on the 28th day of March 1984
and that the same is a correct transcript therefrom, and of the whole of said original.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my
official seal, this 29th day of June 1984

Guy D. Paquin Clerk