

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GREENWICH LIBERTY LIMITED PARTNERSHIP

We, the undersigned, having executed the Agreement of Limited Partnership dated as of July 20, 1982 (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 Connecticut, being severally duly sworn, do hereby certify as follows:

I. The name of the Limited Partnership is "Greenwich Liberty Limited Partnership".

II. The 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. The principal place of business of the Limited Partnership and the place where its books and records are maintained is at the offices of of IBM Credit Corporation,

1200 High Ridge Road, Stamford, Connecticut 06904 (Attention of the President).

IV. The name and address of the General Partner, which is the agent for service of process on the Partnership, are as follows:

IBM Credit Corporation
1200 High Ridge Road
Stamford, Connecticut 06904
(Attention of the President)

The respective names and addresses of the Limited Partners are as follows:

Merrill Lynch Leasing Inc.
One Liberty Plaza
New York, N. Y. 10080
(Attention of the President)

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

V. The term of the Limited Partnership will commence upon the filing for record of this Certificate in the office of the Secretary of State of the State of Connecticut and shall continue through the close of business on July 20, 1992, 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 and (iii) the sale, transfer or other disposition of all the Equipment.

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

IBM Credit Corporation	\$ 200
Merrill Lynch Leasing Inc.	400
Merrill Lynch Industrial Resources, a division of Merrill Lynch Capital Resources, Inc.	400
	<u>\$1,000</u>

VII. 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 by the General Partner in accordance with the Agreement of Limited Partnership.

VIII. 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 towards such acquisition or towards the payment of, or the funding of a reserve for the payment of, the costs, expenses, liabilities and obligations of the Limited Partnership will, on the date four weeks following such contribution, be distributed to the Partners in proportion to their initial capital contributions.

IX. All funds of the Partnership, except those

referred to in Paragraph VIII of this Certificate, remaining after the payment of or reimbursement for costs, expenses, liabilities and obligations of the Limited Partnership and the funding of the reserve therefor will be distributed to the Partners.

X. A Limited Partner may not substitute an assignee as contributor in its place or assign, transfer or encumber all or any part of its interest as a Limited Partner, unless the General Partner, in its sole discretion, shall have consented in writing to such substitution or assignment.

XI. 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. A Limited Partner has no right to demand other than cash in return for its contribution.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of July 20, 1982.

IBM CREDIT CORPORATION, the
General Partner,

by


David A. Finley,
President

MERRILL LYNCH PIERCE INC. a
Limited Partner,

by *Fredrick J. C. Miller*
Fredrick J. C. Miller,
President

MERRILL LYNCH INDUSTRIAL
RESOURCES, a Division of
MERRILL LYNCH CAPITAL
RESOURCES INC., a Limited
Partner,

by *Richard A. ...*
Richard A. ...
President

Form 61-58

State of Connecticut
OFFICE OF SECRETARY OF THE STATE

} SS. HARTFORD.

I hereby certify that the foregoing is a true copy of record in this office

IN TESTIMONY WHEREOF, I have hereunto set my
hand, and affixed the Seal of said State, at
Hartford, this 11th day
of August A.D., 19 83

Julia H. Tashjian
Secretary of the State

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