

# A98000000547

HOLLAND & KNIGHT  
Requestor's Name  
315 SOUTH CALHOUN STREET  
Address  
Tallahassee, Florida 32301  
City/State/Zip Phone #  
224-7000

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. BLT Enterprises, LP 600002441596--4  
(Corporation Name) (Document #)  
-02/26/98--01064--007  
\*\*\*1846.25 \*\*\*1846.25
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in

☒ Pick up time 4:00

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☒ Certificate of Status

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input checked="" type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

File 2nd

2/26/98  
PHK

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FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

February 26, 1998

HOLLAND & KNIGHT

TALLAHASSEE, FL

SUBJECT: BLT ENTERPRISES, LP  
Ref. Number: W98000004388

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We have received your document for BLT ENTERPRISES, LP and your check(s) totaling \$1846.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

The limited partnership name designated in the document is not available since it is the same as, or not distinguishable from the name of another entity on file with this office. Please select a new name and make the substitution in all the appropriate places.

Also, before this partnership can be filed, the CORPORATE GENERAL PARTNER WILL HAVE TO BE FILED. As you are not going to use the name NUCCO, INC., please correct all references to this name in the documents.

ALSO, PLEASE NOTE that the limited partnership name you select cannot use the suffix "L.P." Please use LTD., LIMITED, or LIMITED PARTNERSHIP.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6914.

Buck Kohr  
Corporate Specialist

Letter Number: 898A00011019

## CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Section 620.108 of the Florida  
Revised Uniform Limited Partnership Act (1986)

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The undersigned general partner hereby states that:

1. The name of the limited partnership is ~~BLT3~~ ENTERPRISES, LTD
2. The address of the office and the name and address of the agent for service of process required to be maintained by Section 620.105 are:

William L. Mims, Jr.  
320 North Magnolia Avenue  
Suite A-9  
Orlando, Florida 32801

3. The name and business address for each general partner is:

Alex and Barbara Menicucci  
14539 Cornelian Glen Ct.  
Saratoga, California 95070

MUCO3 INC

1275 Lincoln Ave #14  
San Jose, California 95125

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4. A mailing address for the limited partnership is:  
  
1275 Lincoln Ave #14  
San Jose, California 95125
5. The latest date upon which the limited partnership is to dissolve: December 31, 2050.
6. An affidavit declaring the amount of capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners is attached.
7. Special Purpose Entity Requirements

The Partners intend that this Partnership qualify as a "Special Purpose Entity" within the meaning of the Merrill Lynch Credit Corporation's "Conduit Program". Therefore,

this certificate of limited partnership contains the following restrictions, and such shall apply to the partnership agreement:

7.1. Purposes. The nature of the business and of the purposes to be conducted and promoted by the Partnership, is to engage solely in the following activities:

7.1.1. To acquire from TPE Hotels, Inc. certain parcels of real property, together with all improvements and personal property located thereon, as well as all related leases and contracts of TPE Hotels, Inc. related to the operation thereto, located in the City of Kissimmee, State of Florida, (the "Kissimmee Property").

7.1.2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Kissimmee Property.

7.1.3. To exercise all power enumerated in the Uniform Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

7.2. Prohibited Activities. The Partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Kissimmee Property. For so long as any mortgage lien exists on the Kissimmee Property, the Partnership shall not incur, assume, or guaranty any other indebtedness. The Partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any state or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth herein, and (c) shall expressly assume the due and punctual performance of the partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this partnership and be continuing. For so long as a mortgage lien exists on the Kissimmee Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership. For so long as a mortgage lien exists on the Property, no material amendment to this partnership agreement may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Kissimmee Property.

7.3. Indemnification. Any indemnification shall be fully subordinated to any obligations respecting the Kissimmee Property and shall not constitute a claim against the Partnership in the event that cash flow is insufficient to pay such obligations.

7.4. Separateness Covenants. For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

(1) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.

(2) It shall maintain separate partnership records and books of account from those of any affiliate.

(3) It shall not commingle assets with those of any affiliate.

(4) It shall conduct its own business in its own name.

(5) It shall maintain financial statements separate from any affiliate.

(6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

(7) It shall maintain an arm's length relationship with any affiliate.

(8) It shall not guarantee or, except to the extent of its liability for the debt secured by such mortgage lien, become obligated for the debts of any other entity, including any affiliate or hold out its credit as being available to satisfy the obligations of others.

(9) It shall use stationery, invoices and checks separate from any affiliate.

(10) It shall not pledge its assets for the benefit of any other entity, including any affiliate.

(11) It shall hold itself out as an entity separate from any affiliate.

7.5. Dissolution. The Partnership shall be dissolved upon any of the following events:

7.5.1. The General Partner's withdrawal or adjudication of bankruptcy, or

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the occurrence of any other event causing dissolution of a Limited Partnership under state law, unless at least one other General Partner remains in which event the remaining General Partner shall continue the business of the Partnership. However, if, within six (6) months from the last remaining General Partner's withdrawal, dissolution, or adjudication of bankruptcy, if the other Partners elect to continue the Partnership, then: (a) the Partnership will not be dissolved and it will continue under this Agreement; and (b) the remaining Limited Partners will elect a new General Partner (and the Agreement and certificate will be amended); and (c) the Partnership Interest of the former General Partner will be converted into a Limited Partnership Interest, and such former General Partner (or his or her trustee in bankruptcy, successors or assigns, or other personal or legal representatives) will be a Limited Partner.

7.5.2. Whenever all of the General Partners and those of the Limited Partners holding a majority of the Partnership Interests of all Limited Partners agree in writing that it be dissolved.

7.5.3. Notwithstanding any provision hereof to the contrary, the following shall govern: Subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains mortgagor of the Property.

8. This certificate has been executed at San Jose, California on Feb 25, 1998.

BLT ENTERPRISES, LTD

By: Alex Menicucci  
Alex Menicucci, General Partner

By: Barbara Menicucci  
Barbara Menicucci, General Partner

By: NUC03, Inc., General Partner

By: Laura Lemus  
Laura Lemus, Incorporator

## AFFIDAVIT OF CAPITAL CONTRIBUTIONS


BEFORE ME, the undersigned, personally appeared Alex and Barbara Menicucci and / Laura Lemus, incorporator of **NUCO3**, Inc., a Florida corporation, who are the general partners of **BLT3** Enterprises, LP, a Florida limited partnership (the "Partnership"), who, upon being sworn, certify as follows:


1. The amount of the capital contributions of the limited partners of the Partnership is six dollars (\$6.00) as of this date.
2. The total amount of capital anticipated to be contributed by the limited partners of the Partnership is five million dollars (\$5,000,000).


This 25 day of Feb., 1998.

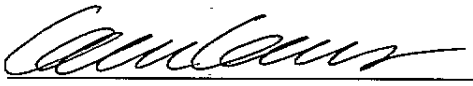
FURTHER AFFIANT SAYETH NOT.

Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

  
Alex Menicucci, General Partner

  
Barbara Menicucci, General Partner

  
NUCO3, Inc, General Partner

  
Laura Lemus, Incorporator

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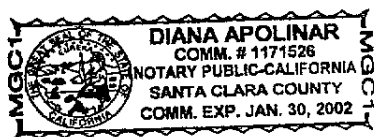
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

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On February 25, 1998, before me, Diana Apolinar,  
the undersigned Notary Public, personally appeared Alex and Barbara Menicucci, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose  
names are subscribed to the within Instrument and acknowledged to me that they executed the  
same in their authorized capacities, and that by their signature on the within Instrument the  
persons or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]



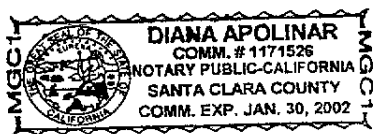
Diana Apolinar  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On February 25, 1998, before me, Diana Apolinar,  
the undersigned Notary Public, personally appeared Laura Lemus, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to  
the within Instrument and acknowledged to me that she executed the same in her authorized  
capacity, and that by her signature on the within Instrument the person or the entity upon behalf  
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]



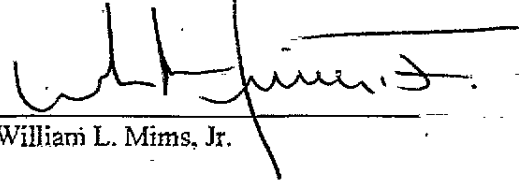
Diana Apolinar  
Notary Public



**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

Having been named as statutory registered agent for <sup>BLT3</sup>Enterprises, LP, a Florida limited partnership (the "Partnership"), in the foregoing Certificate of Limited Partnership, I hereby agree to act in that capacity, and, on behalf of the partnership, to accept service of process for the Partnership and to comply with any and all statutes relative to the complete and proper performance of the duties of registered agent.

REGISTERED AGENT:



William L. Mims, Jr.

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**LIMITED PARTNERSHIP REGISTERED AGENT DESIGNATION**

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM SERVICE OF PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 620.105, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST THAT

BLT3 Enterprises, LTD

WITH ITS PLACE OF BUSINESS AT:

2261 East Irlo Bronson Highway  
Kissimmee, Florida 34744

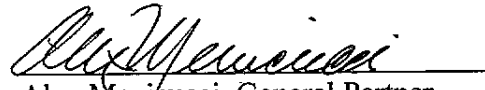
HAS NAMED

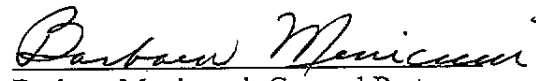
William L. Mims, Jr.

LOCATED AT:

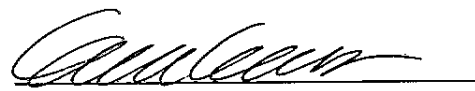
320 North Magnolia Avenue  
Suite A-9  
Orlando, Florida 32801

CITY OF ORLANDO, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

  
Alex Menicucci, General Partner  
Dated: 2-25-98

  
Barbara Menicucci, General Partner  
Dated: 2-25-98

NUC03, Inc., General Partner

  
Laura Lemus, Incorporator  
Dated: 2-25-98

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THE FLORE LAW GROUP

14092930430 P.O.L.

Having been named to accept Service of Process for the above-stated Limited Partnership at the place designated in this certificate, William L. Mims, Jr. hereby agrees to act in this capacity. William L. Mims, Jr. further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties and William L. Mims, Jr. accepts the duties and obligations of Section 620.192, Florida Statutes.

  
William L. Mims, Jr.

Date: February 25, 1998

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