

L03 000049382

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

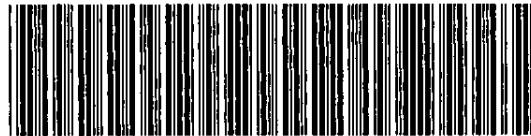
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900241784039

11/19/12--01026--021 **60.00

FILED
NOV 19 PM 1:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. CLINE

NOV 20 2012

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Dadeland Building, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

MICHAEL NORTHRAP

Name of Person

Tabas Freedman Soloff Miller & Brown, P.A.

Firm/Company

14 N.E. 1st Ave., Penthouse

Address

Miami, FL 33132

City/State and Zip Code

Mike Northrap @ msn.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Northrap

Name of Person

at 305, 807 9412

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☒ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
NOV 19 PM 1:22
TALLAHASSEE, FL
SECRETARY OF STATE

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
DADELAND BUILDING LLC

The undersigned, a member of Dadeland Building LLC, a Florida limited liability company formed pursuant to Chapter 608, Florida Statutes, by Articles of Organization of Dadeland Building LLC filed on December 3, 2003 (assigned document number L03000049382) as amended by Articles of Amendment to Articles of Organization of Dadeland Building LLC filed on December 19, 2006, does hereby adopt, amend and restate the Articles of Organization of Dadeland Building LLC, pursuant to section 608.411, Florida Statutes, to be effective on November 26, 2012, as follows:

ARTICLE I
NAME

The name of the Limited Liability Company is "Dadeland Building LLC" (the "Company").

ARTICLE II
EFFECTIVE DATE

The Company was formed on December 3, 2003.

ARTICLE III
PRINCIPAL OFFICE / MAILING ADDRESS

The street address and mailing address of the Company's principal office in the State of Florida is:

8950 SW 74th Court, Suite 1803
Miami, Florida 33156

ARTICLE IV
REGISTERED AGENT NAME AND ADDRESS

The name and address of the Company's registered agent to receive service of process is:

Luis Lamar, Registered Agent
Dadeland Building LLC
8950 SW 74th Court, Suite 1803
Miami, Florida 33156

771-270
2012 NOV 9 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE V PURPOSE

The purpose of the Company shall be limited to owning, operating and managing that certain parcel of real property owned by the Company more particular described below, together with the improvements constructed and located thereon (collectively, the "Property"). So long as any indebtedness of the Company incurred in favor of Ladder Capital Finance LLC or its successors and assigns ("Lender") ("Lender Indebtedness") shall remain outstanding, the Company shall be prohibited from (A) owning any asset or property other than the Property, and incidental personal property necessary for the ownership, management or operation of the Property, or (B) engaging in any business or activity other than owning and operating the Property, or (C) incurring any indebtedness other than (i) the Lender Indebtedness, and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding one percent (1%) of the original principal amount of the Lender Indebtedness at any one time; provided that any indebtedness incurred pursuant to subclause (ii) shall be (x) not more than sixty (60) days past due and (y) incurred in the ordinary course of business; and in any event, no indebtedness other than the Lender Indebtedness may be secured (subordinate or pari passu) by the Property. The legal description of the Property is as follows:

Commence at the Northeast corner of Tract C of Palmetto-Kendal Heights, as recorded in Plat Book 70, at Page 47, of the Public Records of Miami-Dade County, Florida; thence run South 4 degrees 11' 23" East along the East line of said Tract C for a distance of 3.0 feet to a point on the South right-of-way line of North Kendal Drive; thence run South 85 degrees 27' 47" West along the South right-of-way line of North Kendal Drive for a distance of 1579.11 feet to the POINT OF BEGINNING; thence continue South 85 degrees 27' 47" West along the South right-of-way line of North Kendal Drive for a distance of 150.0 feet to a point; thence run South 4 degrees 32' 13" East for a distance of 600.0 feet to a point; thence run North 85 degrees 27' 47" East for a distance of 150.0 feet to a point; thence run North 4 degrees 32' 13" West for a distance of 600.0 feet to the POINT OF BEGINNING.

ARTICLE VI MANAGER MEMBER

So long as any Lender Indebtedness shall remain outstanding, the Company shall have, and the Company shall at all times cause there to be, one member of the Company (the "Manager Member") that (A) is a Florida for profit corporation, (B) shall be the sole manager member of the Company, (C) whose sole asset is its interest in the Company, (D) whose Board of Directors shall include at least one Independent Director, (E) who shall not engage in any business or activity other than owning an interest in the Company, and (F) who shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to Manager Member's ownership of its membership interest in the Company (and further provided, any such allowed debt shall not exceed at any one time \$10,000.00 and shall in any event be paid within thirty (30) days after the date incurred). Initially, the Manager Member shall be Dadeland

Building Manager, Inc., a Florida corporation ("Initial Manager Member"). Upon any withdrawal or the disassociation of Initial Manager Member or any successor Manager Member from the Company, the Company shall immediately appoint a new Manager Member whose articles of incorporation and by-laws are substantially similar to those of Initial Manager Member. As used herein, the term "Independent Director" shall mean a natural person who (a) is provided to the Manager Member by, has at least three (3) years prior experience being employed by, and continues to be employed by, a nationally recognized professional service company (hereafter defined) as an independent director, independent manager or independent member, and (b) is not, and has never been, and will not be while serving as an Independent Director of the Manager Member, any of the following: (i) a stockholder, director, member, manager, officer, employee, partner, attorney or counsel of the Manager Member or the Company or any affiliate of the Manager Member or the Company; (ii) a supplier, service provider, creditor, customer or other Person who derives revenues or purchases from its activities with the Manager Member or the Company or any affiliate of the Manager Member or the Company; (iii) a member of the immediate family of, or an officer or employee of, or a direct or indirect interest holder or equity holder of, or Person otherwise affiliated with, the Manager Member or the Company, or any affiliate of the Manager Member or the Company, or any director, member, manager, officer, employee, partner, counsel, supplier, service provider, creditor, customer or other Person as described in the (i) and (ii) above; or (iv) a Person controlling, controlled by or under common control with any of the foregoing described in (i), (ii) or (iii) above; provided, however, and notwithstanding anything to the contrary, no individual shall be disqualified as an Independent Director solely as a consequence of his or her having served, currently serving or hereafter serving as an independent director, independent member or independent manager of any of the foregoing. As used in this Article, a "nationally recognized professional service company" means and includes Corporation Services Company, CT Corporation, National Registered Agents, Inc., Stewart Management Company, Wilmington Trust Company, Lord Securities Corporation or, if none of those companies is then providing professional Independent Directors, another nationally-recognized company reasonably approved by Lender that provides professional independent directors, independent managers and independent members in the ordinary course of business. As used herein, the term "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise and the term "controlled" and "controlling" shall have a correlative meaning.

ARTICLE VII INTERNAL AFFAIRS

So long as any Lender Indebtedness shall remain outstanding, the following provisions shall apply to and regulate the internal affairs of the Company:

1. The Company will dissolve only upon the bankruptcy of the Manager Member.

2. The vote of a majority-in-interest of the remaining members of the Company is sufficient to continue the life of the limited liability company in the event of such bankruptcy of the Manager Member.

3. If the vote of a majority-in-interest of the remaining members of the Company to continue the life of the limited liability company following the bankruptcy of the Manager Member is not obtained, the Company may not liquidate the Property without the consent of Lender and the Rating Agencies, as defined in the loan documents relating to the Lender Indebtedness (the "Loan Documents").

4. The Company shall not do any of the following:

(a) dissolve, merge, liquidate or consolidate, except as provided in paragraph 1 of this Article VI;

(b) except in connection with a sale or other transfer permitted under the Loan Documents, sell all or substantially all of its assets;

(c) amend these Amended and Restated Articles of Organization or any of its other organizational documents with respect to the matters set forth in these Amended and Restated Articles of Organization, without the consent of (i) Lender, (ii) the affirmative vote of the Manager Member, and (iii) the affirmative vote of each Independent Director of the Manager Member; or

(d) without the affirmative vote of each of its members, and without the affirmative vote of the Independent Director of the Manager Member, take any Material Action with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest. As used herein, the term "Material Action" shall mean to institute proceedings to have the Company or such entity adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or such entity or file a petition seeking, or consent to, reorganization or relief with respect to the Company or such entity under any applicable federal, state, local or foreign law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or such entity or a substantial part of its property, or make any assignment for the benefit of creditors of the Company or such entity, or admit in writing the Company's or such entity's inability to pay its debts generally as they become due, or declare or effectuate a moratorium on the payment of any obligation, or take action in furtherance of any such action.

5. The Company shall:

(a) not commingle its assets with those of any other entity and hold its assets in its own name;

(b) conduct its own business in its own name;

(c) maintain bank accounts, books, records, accounts and financial statements separate from any other entity, and not permit any affiliate or constituent party independent access to its bank accounts;

(d) maintain its books, records, resolutions and agreements as official records and separate from any other entity;

IN WITNESS WHEREOF, I hereunto set my hand this 16th day of November, 2012, and certify that the facts stated herein are true, and these Amended and Restated Articles of Organization of Dadeland Building LLC have been duly executed and are being filed in accordance with section 608.411, Florida statutes.

Dadeland Holding Co., LLC
a Florida limited liability company
Acting in its capacity as a Member of
Dadeland Building LLC


By: Luis Lamar
Its: Manager

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

The undersigned, having been named as Registered Agent and to accept service of process for Dadeland Building LLC at the place designated in these Amended and Restated Articles of Organization, hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent as provided for in Chapter 608, Florida Statutes.


Luis Lamar

NOVEMBER 16, 2012
Date

FILED
2012 NOV 19 PM 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA