

L06000039084

(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:

*[Handwritten signature]*

Office Use Only



700069914037

04/14/06--01014--011 \*\*1778.75

RECEIVED  
06 APR 14 PM 5:57  
TALLAHASSEE, FLORIDA

FILED  
2006 APR 14 PM 1:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Sonstate Research

Requester's Name

Address

City/State/Zip

Phone #

686-5454

Office Use Only

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

1. Dorset 17 Hotel Company, LLC  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time ☐ Certified Copy  
☐ Mail out ☐ Will wait ☒ Photocopy ☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☒ Limited Liability  
☐ Domestication  
☐ Other

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Merger

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

Examiner's Initials

**ARTICLES OF ORGANIZATION  
OF  
DORSET 17 HOTEL COMPANY, LLC  
a Florida limited liability company**

**FILED**  
2006 APR 14 PM 1:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. The name of this limited liability company is DORSET 17 HOTEL COMPANY LLC (the "Company").

2. The mailing and street address of the principal office of the Company is:

777 Brickell Avenue  
Suite 1270  
Miami, Florida 33131

3. The name and street address of the registered agent of the Company is:

Corporation Company of Miami  
201 South Biscayne Boulevard  
Suite 1500 (AGS)  
Miami, Florida 33131

4. The Company shall be manager-managed. The name of the manager of the Company (the "Manager") and its address are as follows:

**DORSET 17 ASSET MANAGEMENT, INC.**  
777 Brickell Avenue  
Suite 1270  
Miami, Florida 33131

5. The business and purpose of the Company shall be solely to hold all of the membership interests in Vantage Dorset 17 Condotel, LLC, a Florida limited liability company (the "Property Owner"), which will acquire, hold, operate, manage, develop, refinance, improve, construct, pursue zoning or rezoning, exercise rights, remedies and claims with respect to, dispose of and otherwise deal with that tract of land commonly known as the "Dorset Hotel" located at 1720 Collins Avenue, Miami Beach, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

6. Notwithstanding any other provisions of these Articles of Organization, any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company or any provision of law that otherwise so empowers the Company, so long as that certain first mortgage loan in the initial principal amount of \$9,700,000 (the "Loan") made to the Property Owner and any other obligations secured by that certain first mortgage (the "Mortgage") in favor of Hudson Realty Capital Fund III LP, a Delaware limited partnership, as the senior lender (the "Lender"), remains

outstanding and is not discharged in full, without the prior written consent of the Lender, the Manager and the Company shall have no authority to:

- (i) conduct its affairs in any manner contravening or inconsistent with the provisions of Section 8 of these Articles of Organization;
- (ii) dissolve or liquidate the Company or consent to any such dissolution or liquidation;
- (iii) sell or otherwise dispose of all or substantially all of the assets of the Company, except as permitted in the Mortgage; or
- (iv) amend, modify or alter Sections 5, 6, 7, 8, 9 and 10 of these Articles of Organization.

Notwithstanding any other provisions of these Articles of Organization, any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company or any provision of law that otherwise so empowers the Company, so long as the Loan or any other obligation secured by the Mortgage remains outstanding and not discharged in full, the Manager and the Company shall have no authority, unless such action has been approved in writing by the Manager by a unanimous vote of the Manager's shareholders and by all of the other members of the Company, to file or consent to the filing of any voluntary or involuntary bankruptcy or insolvency petition with respect to the Company or otherwise initiate or consent to proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any company action in furtherance of any such action.

7. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member of the Company shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company.

8. As long as the Loan and any other obligation secured by the Mortgage remains outstanding and not discharged in full, the Company shall at all times conduct its business and operations in strict accordance and compliance with the following provisions:

(i) the directors of the Manager shall duly authorize all company actions of the Manager, and the Manager shall duly authorize all actions of the Company, to the extent required by the Manager's articles of incorporation, its bylaws, the operating agreement of the Company and the laws of the State of Florida. Each of the Company and the Manager shall maintain its own separate minutes of such actions.

(ii) the Company has not and shall not own any asset or property other than (A) its interest in the Property Owner, and (B) incidental personal property necessary for the ownership of the Property Owner;

(iii) the Company has not and shall not engage in any business or activity other than the ownership of the Property Owner;

(iv) the Company has not and shall not enter into or be a party to any transaction, contract or agreement with any guarantor of the debt secured by the Mortgage or any part thereof (a "Guarantor") or with any Affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with unrelated third parties other than any Guarantor or Affiliate (the term "Affiliate" shall mean any person or entity (A) which owns beneficially, directly or indirectly, any outstanding shares in the Manager or any membership interest in the Company, or (B) which controls, is controlled by or is under common control with the Manager, the Company, or any Guarantor);

(v) the Company shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (A) the debt secured by the Mortgage and (B) trade and operational debt incurred in the ordinary course of business with trade creditors in connection with owning, operating and maintaining the Property, in such amounts as are normal and reasonable under the circumstances. No indebtedness other than the debt secured by the Mortgage may be secured (senior, subordinated or *pari passu*) by the Property;

(vi) the Company has not made and shall not make any loans or advances to any third party, nor to any Guarantor, any Affiliate or any constituent party of the Company;

(vii) the Company is, and shall remain, solvent and shall pay its debts from its assets as the same shall become due;

(viii) the Company has done or caused to be done and shall do all things necessary to preserve its existence, and the Company has not and shall not, nor shall the Company permit a Guarantor to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of organization, operating agreement, trust or other organizational documents (as applicable) of the

Company or a Guarantor in a manner which would adversely affect the Company's existence as a single-purpose entity, without the prior written consent of Lender;

(ix) the Company has maintained and shall maintain its financial statements, accounting records, books and records, bank accounts and other entity documents separate from those of its Affiliates, any constituent party of the Company or any other person or entity, and the Company will file its own tax returns if required to do so under applicable Federal income tax laws (provided that the inclusion of the Company's taxable income and tax liabilities in its parent's tax return, as a result of the Company being treated as a disregarded entity for tax purposes, shall not be deemed to be prohibited under this subsection). The Company has maintained and shall maintain its books, records, resolutions and agreements as official records;

(x) the Company has been and shall be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate, any constituent party of the Company or any Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division of the other and shall maintain and utilize separate invoices and checks. The Company has allocated and shall allocate fairly and reasonably the costs associated with common employees and any overhead for shared office space;

(xi) the Company has preserved and shall preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located and the Company has observed and will observe all limited liability company formalities and record keeping, as applicable. The Company will pay the salaries of its own employees;

(xii) the Company has maintained and shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xiii) neither the Company nor any constituent party of the Company shall seek or consent to the dissolution or winding up, in whole or in part, of the Company, nor shall the Company merge with or be consolidated into any other entity or acquire by purchase or otherwise all or substantially all of the business assets of, or any stock or beneficial ownership of, any entity;

(xiv) the Company has not and shall not commingle the funds or any assets of the Company with those of any Affiliate, any Guarantor, any constituent party of the Company or any other person or entity, and the Company shall pay its own liabilities out of its own funds and assets;

(xv) the Company has maintained and shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Company, Affiliate, Guarantor or any other person or entity;

(xvi) the Company has not and shall not assume, guarantee, become obligated for or hold itself out to be responsible for, or hold out its credit as being available to satisfy, or pledge its assets as security for, the debts or obligations of any other person or entity;

(xvii) the Company shall obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the Mortgage;

(xviii) the Company shall not pledge its assets for the benefit of any other person or entity;

(xix) the Company shall not acquire obligations or securities of any Guarantor or Affiliate;

(xx) the Company has not and shall not without the unanimous consent of all its members, file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors;

(xxi) the Manager's sole asset is its interest in the Company and the Manager will at all times comply, and cause the Company to comply, with each of the provisions of this Section 8. The articles of incorporation and bylaws of the Manager shall require that the directors of the Manager consider the interests of the creditors of the Manager in connection with all company decisions and actions;

(xxii) as of the date hereof, neither the Company, the Manager, nor any other member of the Company or shareholder of the Manager (A) is insolvent nor do any of them expect to become insolvent as a result of the making of the Loan, (B) engages in, nor does it expect to engage in, a business for which its remaining property represents an unreasonably small capitalization, and (C) incurs, intends to incur, or believes that it will incur indebtedness that it will not be able to repay at its maturity; and

(xxiii) the directors of the Manager have determined by appropriate resolution that the activities of each of the Manager and the Company in connection with the Loan are in the best interests of the shareholders of the

Company. The Manager did not enter into its duties and obligations under the operating agreement of the Company with the intent to hinder, delay, or defraud its creditors.

The foregoing provisions of this Section 8 shall govern over any contrary or inconsistent provision in any other document or instrument governing the affairs of the Company.

9. The following provisions shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company:

(i) The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any membership interest in the Company shall be subject to all of the restrictions hereunder or in the operating agreement of the Company to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

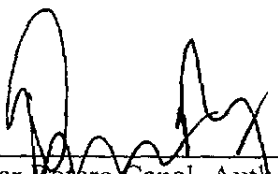
(ii) If, notwithstanding the provisions of the foregoing subsection (i), a termination event occurs with respect to the Company, the vote of a majority-in-interest of the remaining members of the Company shall be sufficient to continue the life of the Company, and if the vote of a majority-in-interest of the remaining members is not obtained to continue the life of the Company upon a termination event, the Company shall nevertheless not dissolve or liquidate its assets without the consent of the Lender.

10. The Manager shall be a corporation and shall at all times have as its sole purpose to act as the Manager of the Company and shall be engaged in no other business or have any other purpose, and the Manager shall at all times comply, and shall cause the Company to comply, with each of the representations, warranties and covenants contained in this Section 10 and Section 8 of these Articles of Organization, as amended. The articles of incorporation of the Manager shall require that the directors of the Manager consider the interests of creditors of the Manager in connection with all company decisions and actions. Additionally, any substitute Manager of the Company shall have organizational documents which conform in all material respects to the organizational documents of the Manager.



IN WITNESS WHEREOF, the undersigned represents that this filing complies with Florida law and that the undersigned is authorized to sign this form on behalf of the Company.

Date: April 10<sup>th</sup>, 2006

  
\_\_\_\_\_  
Omar Botero Canal, Authorized Representative

**REGISTERED AGENT ACCEPTANCE**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-  
STATED LIMITED LIABILITY COMPANY AT THE ADDRESS DESIGNATED IN THE  
ARTICLES OF ORGANIZATION PURSUANT TO THE PROVISIONS OF SECTION  
608.415, FLORIDA STATUTES, THE UNDERSIGNED HEREBY AGREES TO ACT IN  
THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF  
ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF ITS  
DUTIES.

DATED THIS 11<sup>th</sup> DAY OF APRIL, 2006

Corporation Company of Miami

By: 

Felicia Hickey, Assistant Secretary