

L20000009392

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

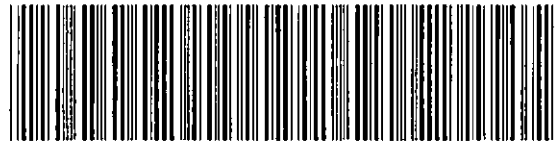
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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FILE

AM 8:59

ED

SEP 24 2024

2024 SEP 24 AM 3:50

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9/24/24



CSC - Tallahassee
1201 Hays Street
Tallahassee, FL 32301-2607
850-558-1500, Ext: x61563

To: Department Of State, Division Of Corporations
From: Shauna Godbolt
Ext: x61563
Date: 09/24/24
Order #: 1630369-1
Re: Miami Collins Hotel, LLC
Processing Method: Routine

A handwritten signature in black ink, appearing to read "Shauna Godbolt", is written over the "TO WHOM IT MAY CONCERN:" line.

TO WHOM IT MAY CONCERN:

Enclosed please find:

Application for Dissolution/Cancellation/Termination

Amount to be deducted from our State Account: \$25.0 - FL State Account Number:
120000000195

Please take the following action:

File in your office on basis
Issue Proof of Filing

Special Instructions:

Thank you for your assistance in this matter. If there are any problems or questions with this filing, please call our office.

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MIAMI COLLINS HOTEL, LLC

(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Mariana Lopes Marangoni

(Name of Person)

RC Law LLP

(Firm/Company)

1101 Brickell Avenue, Ste. N1400

(Address)

Miami, FL 33131

(City/State and Zip Code)

For further information concerning this matter, please call:

Mariana Lopes Marangoni

(Name of Person)

786

598-8007

at (

_____) _____
(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee and Certificate of Dissolution

☐ \$55.00 Filing Fee, Certificate of Dissolution &
Certified Copy (additional copy is enclosed)

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY**

1. The name of a limited liability company is

MIAMI COLLINS HOTEL, LLC

2. The Articles of Organization were filed on 01/14/2020 and assigned

document number L20000009392

3. The delayed effective date the dissolution if not effective on the date of filing: _____
(effective date cannot be prior to or more than 90 days later than date document is received for filing)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 605.0707, Florida Statutes, (copy 605.0707 on back cover letter).

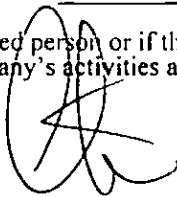
The consent of all members.

The consent of all members.

The consent of all members.

5. If there are no members, enter the name and address of the person appointed to wind up the company's activities and affairs:

6. Signature of an authorized person or if there are no members, the signature of the person appointed and listed above to wind up the company's activities and affairs:



Signature

Amancio López Seijas

Printed Name

FILING FEE: \$25.00

Notice of Limited Liability Company Dissolution

NOTE: This page is optional

This notice is submitted by the dissolved limited liability company named below for resolution of payment of unknown claims against this limited liability company as provided in s. 605.0712, F.S.

This "Notice of Limited Liability Company Dissolution" is optional and is not required when filing a voluntary dissolution.

Name of Limited Liability Company: _____

Document number of Limited Liability Company is: _____

Date of dissolution was: _____

Description of information that must be included in a written claim:

_____	FILED APR 9 2000 CLERK OF COURT JACKSONVILLE, FLA.

Mailing address where claims can be sent: (Claims cannot be sent to the Division of Corporations)

A claim against the above named limited liability company will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this notice.

Printed Name of the Person Filing

Signature of the Person Filing

Fee: No charge if included with Articles of Dissolution. If filed separately \$25.00

**WRITTEN CONSENT
OF THE SOLE MEMBER
OF
MIAMI COLLINS HOTEL, LLC**

On this 9th day of September, 2024, the undersigned, being the sole member (the "Sole Member") of Miami Collins Hotel, LLC (the "Company"), acting by written consent without a meeting pursuant to Section 605.0701 of the Florida Revised Limited Liability Company Act (the "Act"), hereby adopts the following resolutions to wind up and terminate the Company and direct that this consent be filed with the minutes of the Company.

WHEREAS, the undersigned Sole Member deems it advisable and in the best interest of the Company that the Company be wound up and terminated; and

WHEREAS, the undersigned Sole Member has adopted, and wishes to now hereby approve, a Plan of Liquidation, attached herein as Exhibit A (the "Plan"), and the date of such approval shall be the effective date of the dissolution of the Company (the "Dissolution Effective Date");

WHEREAS, the Sole Member wishes to appoint the Liquidator (as defined below) to serve the Company and to perform the duties and to have the responsibilities set forth in the Plan.

NOW THEREFORE, the Sole Member agrees as follows:

RESOLVED, that, as of the Effective Date, the Plan be, and hereby is, approved and consented in order to effect a liquidation and dissolution of the Company in accordance with the resolutions therein;

RESOLVED, in accordance with the Plan's resolutions and the wishes of the Sole Member, to appoint Mr. Amancio López Seijas as Liquidator of the Company ("Liquidator"), in order to do and perform any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in her absolute discretion, to implement the Plan and the transactions contemplated hereby, including, without limiting the foregoing, (i) all filings or acts required by any state, federal, or local laws or regulations to wind up its affairs, including Internal Revenue Service Form 966; (ii) the execution of any contracts, deeds, assignments or other instruments necessary or appropriate to sell or otherwise dispose of, any and all property of the Company, whether real or personal, tangible or intangible; (iii) the making of any financing or other arrangements or agreements necessary to accomplish the purposes of the Plan, as determined by the Liquidator; (iv) the appointment of other persons as reasonably necessary to carry out any aspect of this Plan; (v) the temporary investment of funds in such medium as the Liquidator may deem appropriate; and (vi) the modification of this Plan as may be necessary to implement this Plan.

RESOLVED, that this instrument be, and hereby is, directed to be inserted in the minute book of the Company.

IN WITNESS WHEREOF, the undersigned has executed the foregoing written consent as of this 9th day of September, 2024.

SOLE MEMBER:

**HOTUSA GROUP HOSPITALITY
HOLDINGS, LLC**



By: _____

Name: Amancio López Seijas

Title: President

**PLAN OF DISSOLUTION AND LIQUIDATION
OF
MIAMI COLLINS HOTEL, LLC**

This Plan of Dissolution and Liquidation (the “**Plan**”) of Miami Collins Hotel, LLC, a Florida limited liability company (the “**Company**”), is intended to accomplish the complete dissolution and liquidation of the Company in accordance with Chapter 605 of the Florida Limited Liability Company Act (“**FLLCA**”).

1. APPROVAL OF PLAN; EFFECTIVE DATE.

The Sole Member of the Company (the “**Sole Member**”) has approved this Plan as being advisable and in the best interests of the Company and its Sole Member. The Plan will become immediately effective upon approval of the dissolution of the Company in accordance with the terms of the Plan by the holders of a majority of the membership certificates of the Company (the “**Effective Date**”).

2. LIQUIDATOR; MANAGEMENT OF THE COMPANY.

On the Effective Date, the Sole Member will resign, and a single Liquidator will be appointed. The initial Liquidator shall be Amancio López Seijas, a Spanish citizen with passport number PAN976304, and residence at Mallorca, 351, 0801,3 Barcelona, Spain (the “**Liquidator**”). He will have direct responsibility for the liquidation of the Company’s assets. The Sole Member of the Company will not appoint any other managers of the Company or directly participate in any other decision relating to the Company.

3. COMPLETE LIQUIDATION.

From and after the Effective Date, the Company shall be voluntarily liquidated and dissolved. The Liquidator shall cause the Company to sell, convey, transfer and deliver or otherwise dispose of any and/or all of the assets of the Company in one or more transactions, without further approval of the Company’s Sole Member. The Company shall not engage in any business activities except to the extent reasonably necessary (i) to preserve or protect its assets; (ii) to enhance the value of its assets as part of an anticipated sale or disposition of such assets; (iii) to wind up its business and affairs; (iv) to identify, discharge, pay or make reasonable provision for all of its liabilities; and (v) to distribute its assets in accordance with this Plan.

4. CONSULTANTS AND OTHERS.

The Company may hire or retain, at the discretion of the Liquidator, consultants, financial and legal advisors, brokers and other service providers from time to time as the Liquidator deems reasonably necessary and appropriate to assist the Company (i) in marshalling the assets of the Company and converting the same, in whole or in part, into cash or some other form as may be

conveniently distributed to the Sole Member and (ii) in supervising or facilitating the dissolution and winding up of the Company.

5. EXPENSES OF DISSOLUTION.

The Company may, in the absolute discretion of the Liquidator, pay any brokerage, agency, professional and other fees and expenses of persons rendering services to or benefiting the Company in connection with the collection, sale, exchange or other disposition of the Company's property and assets, the notice of and resolution of any of the Company's liabilities and the implementation of this Plan.

6. DISSOLUTION PROCESS.

Within 30 days after the Effective Date, the Company shall give written notice of the commencement of the winding up of the Company by mail to the Sole Member and to all known creditors of the Company whose addresses appear on the records of the Company. The Company will then seek to promptly:

- a. Dispose of and convey all of the Company's property.
- b. Discharge or make reasonable provision for the Company's liabilities, including by transferring such liabilities (and any associated insurance benefits) to a third party in exchange for indemnification against such liabilities or other valuable consideration;
- c. After reasonable provision for all debts and other reserves as may be deemed necessary or appropriate by the Liquidator and to the extent there are any remaining assets, the Company shall distribute, by means of one or more distributions, all of the assets of the Company to the Sole Member in accordance with the distribution provisions of Company's Operating Agreement (the "**Operating Agreement**"), if applicable. The Liquidator or his designee shall execute all checks, instruments, notices and any and all other documents necessary to effect such distribution.
- d. File, at the time determined to be appropriate by the Liquidator, a Statement of Termination with the Florida Secretary of State as provided in Section 605.0709 of the DLI.CA.
- e. Notify the company's customers, clients, and vendors.
- f. File final payroll and employment tax returns.
- g. Cancel any Company business licenses.
- h. Close the Company's bank account.

7. CANCELLATION OF UNITS.

The filing of the Statement of Termination with the Florida Secretary of State will result in the automatic cancellation of all of the outstanding units of the Company (and all certificates

representing such units), without further action on the part of the Company or its Sole Member. From and after the Effective Date, and subject to applicable law, each holder of units of the Company shall cease to have any rights in respect thereof, except the right to receive distributions, if any, pursuant to and in accordance with this Plan. Prior to the filing of the Statement of Termination, the Liquidator, in his absolute discretion, may require the Company's Sole Member to: (i) surrender their certificates evidencing their units to the Company; or (ii) furnish the Company with evidence satisfactory to the Liquidator of the loss, theft or destruction of such certificates, together with such surety bond or other security in indemnity as may be required by and satisfactory to the Liquidator. From and after the Effective Date, units of the Company will not be assignable or transferable on the books of the Company except by will, intestate succession or operation of law. Accordingly, The Company will close its unit transfer books and discontinue recording transfers of units of the Company at the Effective Date.

8. DURATION OF THE COMPANY FOLLOWING APPROVAL OF THE PLAN.

After the Effective Date, the Company shall continue for the purpose of winding up its affairs in an orderly matter as provided in this Plan with the Company continuing in existence until the Certificate of Cancellation is filed with the Florida Secretary of State.

9. INDEMNIFICATION.

The Company shall continue to indemnify its former Board and the Liquidator, in accordance with (i) the OA, (ii) all contractual arrangements as therein or elsewhere provided, (iii) the Company's existing director's and officers' liability insurance policy and (iv) applicable law, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan and the winding up of the affairs of the Company. The Liquidator is authorized to obtain and maintain such reserves and insurance as may be necessary to cover the Company's indemnification obligations.

10. MODIFICATION OR ABANDONMENT OF THE PLAN.

The Sole Member may modify or terminate this Plan for any reason prior to the Effective Date.

11. AUTHORIZATION.

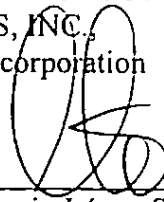
The Liquidator is hereby authorized, without further action by the Sole Member, to do and perform any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the Liquidator, to implement this Plan and the transactions contemplated hereby, including, without limiting the foregoing, (i) all filings or acts required by any state, federal, or regulations to wind up its affairs; (ii) the execution of any contracts, deeds, assignments or other instruments necessary or appropriate to sell or otherwise dispose of, any and all property of the Company, whether real or personal, tangible or intangible; (iii) the making of any financing or other arrangements or agreements that may be made to accomplish the purposes of this Plan as determined by the Liquidator; (iv) the appointment of

Subject to Sole Member Approval

other persons as reasonably necessary to carry out any aspect of this Plan; (v) the temporary investment of funds in such medium as the Liquidator may deem appropriate; and (vi) the modification of this Plan as may be necessary to implement this Plan.

**Sole Member of MIAMI COLLINS
HOTEL, LLC**

HOTUSA GROUP HOSPITALITY
HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Amancio López Seijas
Title: President