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TALLAHASSEE, FLORIDA

T.S.H.
3/19/24

MS

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: Vaste Consulting
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Leticia Collar

Name of Person

Waste Consulting, L.L.C.

Firm/Company

PO Box 140155

Address

Coral Gables, Fl 33134

City/State and Zip Code

VasteConsultingJWC@Gmail.com

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

For further information concerning this matter, please call:

John Collar 303 434-5723
_____ at (_____) _____
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee & Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☒ \$160.00 Filing Fee,
 Certificate of Status &
 Certified Copy
 (additional copy is enclosed)

Mailing Address

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

Street Address

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

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TALLAHASSEE, FLORIDA

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Vaste Consulting, L.L.C.

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

440 Sevilla Avenue
Coral Gables, Florida
33134

Mailing Address:

PO Box 140155
Coral Gables, Florida
33134

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Leticia Collar

Name

440 Sevilla Avenue

Florida street address (P.O. Box **NOT** acceptable)

Coral Gables

Florida

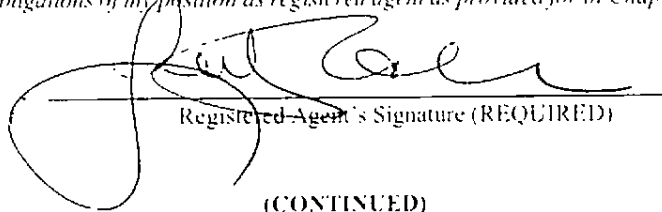
33134

City

State

Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.


Registered Agent's Signature (REQUIRED)

(CONTINUED)

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ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

Name and Address:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Leticia Collar
440 Sevilla Avenue
Coral Gables, Florida 33134

AMBR

John Collar
440 Sevilla Avenue
Coral Gables, Florida 33134

n/a intentionally left blank

n/a intentionally left blank

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: 15 February 2024, (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of 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.

ARTICLE VI: Other provisions, if any.

n/a

REQUIRED SIGNATURE:

Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
I am aware that any false information submitted in a document to the Department of State
constitutes a third degree felony as provided for in s.817.155, F.S.

John Collar

Typed or printed name of signer

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
\$ 30.00 Certified Copy (Optional)
\$ 5.00 Certificate of Status (Optional)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2024 FEB 22 PM 2:00

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Operating Agreement
of
Vaste Consulting, L.L.C.
A FLORIDA LIMITED LIABILITY COMPANY

This Operating Agreement (the Agreement) of Vaste Consulting, L.L.C. (the Company) a Florida Limited Liability Company, is entered into by and between Vaste Consulting, L.L.C. and two individuals: John Collar and Leticia Collar, the Members.

ARTICLE 1. Formation of the Company

1.1 Name:

The name of the Limited Liability Company (the Company) is Vaste Consulting, L.L.C.

1.2 Formation:

The Company was formed 09 February 2024. Pursuant to the Florida Revised Limited Liability Company Act, Title XXXVI, 2023 Florida Statutes.

1.3 Principal Place of Business:

440 Sevilla Avenue
Coral Gables, Florida
33134

1.4 Registered Office and Registered Agent:

The Company's registered agent in Florida is Leticia Collar; said agent's address is:
Leticia Collar
440 Sevilla Avenue
Coral Gables, Florida
33134

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the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this agreement or the Act shall not be grounds for imparting personal liability on the Member for liabilities of Company.

3.4 Management Rights:

Subject to the Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. Actions by the Member shall bind the Company regardless of whether such action is for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Section. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company.

3.5 Member Liability and Indemnification:

Except as otherwise provided by law, the Articles or this Agreement, a Member shall have no personal liability, merely as a member, for any liabilities or losses of the Company beyond the Member's contribution. The Company shall indemnify the Member for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company, or because the Member is a member, and shall advance expenses incurred by the Member in connection with business of the Company, or in any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of the State of Florida. The Company may, in its sole discretion, also indemnify any or all employees or agents of the Company for all costs, losses, liabilities and damages paid by or accrued by the agent or employee in connection with the business of the Company to the fullest extent provided or allowed by the laws of the State of Florida.

3.6 Compensation:

The Member shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to compensation for time spent managing the Company and for services performed in the Company's business, in an amount to be determined from time to time by the Members.

3.7 Duty of Loyalty:

The Member may have and engaged in business and investment interests and activities other than the Company, and not need to account to the Company for profits or remuneration gained thereby. The Member may enter into transactions consistent to be competitive or similar to those of the Company, or any other business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The Member has no duty to account to the Company or to hold as trustee for the Company any property.

6.2 Admission of Additional Members:

The Member may, in the Member's sole discretion, admit additional members and determine the capital contributions of such additional members.

6.3 Dissociation:

Notwithstanding any provision of the State of Florida Limited Liability Act, as amended the following shall not constitute events of disassociations.

Article 7. Dissolution and Winding Up

7.1 Dissolution:

The Company shall be dissolved and it's fair wound-up upon the will of the Members, or at such time as the Company has no members. Notwithstanding any provision of the Act to the contrary, and except as otherwise provided in the immediately preceding sentences, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of the Member.

7.2 Effect of Dissolution:

Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not considered terminated, but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of the State.

7.3 Distribution of Assets on Dissolution

Upon the winding up of the Company, the company's assets shall be distributed as follows:

- (a) To creditors, including the Members if he is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and
- (b) To the Member

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

7.4 Winding Up and Articles of Dissolution

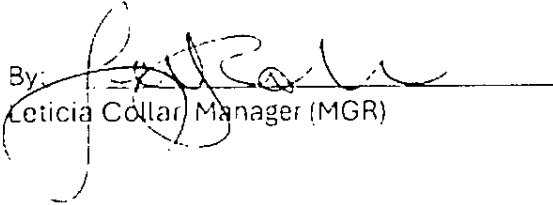
The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision has been made, and all of the remaining property and assets of the

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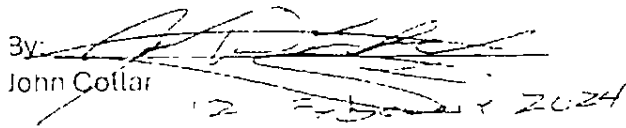
Executed by the parties effective as of

COMPANY:

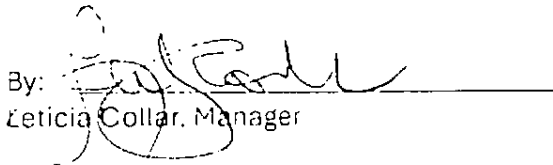
Vaste Consulting, L.L.C

By: 
Leticia Collar, Manager (MGR)

Authorized Member (AMBR):

By: 
John Collar
12 February 2024

Manager (MGR):

By: 
Leticia Collar, Manager

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