

L25000486081

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

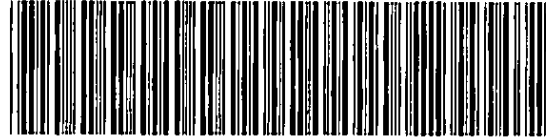
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

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FLORIDA CAPITAL COURIER SERVICES, INC
2330 CLARE DRIVE
TALLAHASSEE, FL 32309
(850) 524-54372
(850) 524-6243

Please use funds from the account 120210000160: \$25.00

Authorization Signature *[Signature]*

Mestizos Cuisine LLC L25000486081

Business Name #Document

Walk in Will wait

Certified Copy of Articles of Organization

Certificate of Status

NEW FILING

Profit
Not for Profit
LLC
Domestication
INC
CORP
LP

AMENDMENTS

Amendment
Resignation of MGR.
Change of Registered Agent
Revocation of Dissolution
Conversion
Statement of Authority
Merger
REVOCATION OF DISSOLUTION

OTHER FILINGS

TRANSMITTAL LETTER
Fictitious Name
Statement of Authority
APOSTIL
COUNTRY

REGISTRATION/QUALIFICATIONS

Foreign Filing
Partnership
Reinstatement
Statement of CORRECTION
Domestication of a Foreign Corp.
Other

EXAMINER'S INITIALS: _____

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: MESTIZOS CUISINE 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:

JASON M. VIERA SR.

Name of Person

MESTIZOS CUISINE LLC

Firm/Company

211 LEAFWOOD RD

Address

TARPON SPRINGS, FL 34689

City/State and Zip Code

JASONVIERA1976@GMAIL.COM

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

For further information concerning this matter, please call:

JASON M. VIERA SR.

at (727) 512-5087

Name of Person

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 Address:

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

FILED

2025 OCT 29 PM 12 37

MESTIZOS CUISINE LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on 10/28/2025 and assigned
Florida document number L25000486081.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

[illegible]

SEE ADDITIONAL PAGES

2025 OCT 29 PM 12:38
STATE OF TEXAS
COUNTY OF TARRANT
TARRANT COUNTY, TEXAS

FILED

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.

Dated OCTOBER 29TH, 2025

Jason Viera Jr.

Signature of a member or authorized representative of a member

JASON M. VIERA JR.

Typed or printed name of signee

Article V: Special Provisions Regarding Management and Succession

Section 1.1: Contingent Designation of Senior Executive Manager.

1. **Current Management:** The sole Member and Chief Executive Officer (CEO) of Mestizo LLC (the "Company") is **Jason M. Viera Sr.** He shall retain all rights, powers, and responsibilities of the CEO and Managing Member as defined elsewhere in this Operating Agreement, until and unless otherwise modified in writing.
2. **Contingent Appointment:** Effective immediately upon the occurrence of the following condition (the "Effective Date"), **Jason M. Viera Jr.** shall be automatically appointed and designated as the **Senior Executive Manager** of the Company:
 - **The 21st (twenty-first) birthday of Jason M. Viera Jr.**
3. **Vesting of Rights and Responsibilities:** On the Effective Date, Jason M. Viera Jr. shall be vested with and shall exercise all rights, powers, and authority, and shall be subject to all responsibilities, duties, and obligations, necessary or desirable for the general management, oversight, and control of the **day-to-day business operations** of the Company. These responsibilities shall be subordinate to the overall strategic direction and authority of the CEO, Jason M. Viera Sr.
4. **Specific Authority:** Without limiting the generality of the foregoing, the Senior Executive Manager shall have the authority to:
 - Oversee daily operations, including staffing, inventory, and customer service.
 - Execute contracts and agreements necessary for the ordinary course of the Company's daily business, provided such contracts do not exceed an aggregate financial value of **\$50,000** without the prior written consent of the CEO.
 - Manage and direct all employees and independent contractors involved in the Company's daily operations.
 - Perform all acts customary or incident to the office of a senior executive manager of a limited liability company.
5. **Indemnification and Liability:** Jason M Viera Jr., in his capacity as Senior Executive Manager, shall be entitled to the same indemnification rights and limited liability protections afforded to other managers and officers of the Company under this Operating Agreement.
6. **Severability:** Should the designation in Section 1.1(2) be deemed invalid or unenforceable for any reason, the remainder of this Operating Agreement and the management structure of the Company shall remain in full force and effect.

Article VI: Revocation of Senior Executive Manager Authority

Section 2.1: Conditions for Revocation.

1. **Grounds for Revocation:** The appointment, rights, powers, and authority of **Jason Viera Jr.** as Senior Executive Manager shall be immediately and automatically revoked (the "Revocation") upon the sole determination by **Jason M. Viera Sr.** (the Owner and CEO of

Mestizo LLC, the "CEO") that Jason M. Viera Jr. has engaged in any **Wrongdoing** that is **Detrimental to the LLC**.

2. **Definition of Wrongdoing:** For the purposes of this Article, "Wrongdoing" shall include, but not be limited to:
 - Any act of dishonesty, fraud, embezzlement, or misappropriation of Company funds or assets.
 - Gross negligence or willful misconduct in the performance of his duties.
 - A material breach of this Operating Agreement or any separate employment or management agreement with the Company.
 - Any other act or omission that, in the sole reasonable judgment of the CEO, causes or is reasonably likely to cause material damage to the **operating capacity**, **reputation**, or **profitability** of Mestizo LLC.
3. **Definition of Detrimental to the LLC:** An act is "Detrimental to the LLC" if it results in, or is reasonably expected to result in, a material financial loss, significant operational disruption, reputational damage, or legal liability for Mestizo LLC.

Section 2.2: Process and Effect of Revocation.

1. **Notice of Revocation:** The Revocation shall be effective immediately upon the CEO delivering written notice (the "Notice") of the Revocation to Jason Viera Jr., detailing the specific Wrongdoing and the grounds for the CEO's determination.
2. **Return of Authority: Immediately and automatically** upon the delivery of the Notice, **all** rights, powers, and authority previously vested in Jason M. Viera Jr. as Senior Executive Manager shall be **immediately returned to and solely assumed by the CEO, Jason M. Viera Sr.**
3. **Surrender of Property:** Upon Revocation, Jason Viera Jr. shall immediately surrender to the CEO all Company property, including keys, credit cards, bank account access, records, and any other items related to his former role as Senior Executive Manager.
4. **No Limitation:** The Revocation of management rights under this Article is in addition to, and not in lieu of, any other rights or remedies the LLC may have at law, in equity, or under any other provision of this Operating Agreement or other applicable agreement.

Article VII: Termination of Employment and Management Roles

Section 3.1: General Employment Relationship

The Company's relationship with all employees and managers (including the Senior Executive Manager) shall be **at-will**, subject to the express provisions of this Agreement. **Florida is an at-will state**, meaning the Company or the employee/manager may terminate the employment relationship

at any time, with or without **Cause**, and with or without notice, unless otherwise provided in a separate written employment agreement or this Operating Agreement.

Section 3.2: Termination For Cause

The CEO and Owner, **Jason M. Viera Sr.**, shall have the exclusive right and authority to terminate the employment and/or the management appointment of the Senior Executive Manager, **Jason M. Viera Jr.**, for **Cause**. "Cause" for termination shall include, but not be limited to, the following:

1. **Material Breach:** A material breach of this Operating Agreement, the Company's Articles of Organization, or any separate written employment or non-disclosure agreement.
2. **Wrongdoing & Fiduciary Breach:** Any act of **Wrongdoing Detrimental to the LLC** as defined in Article II, including, but not limited to, fraud, embezzlement, theft, or breach of the fiduciary duties of **Loyalty** or **Care** owed to Mestizo LLC under Florida Statutes.
3. **Gross Negligence:** Engagement in gross negligence, willful misconduct, or reckless actions that result in, or could reasonably be expected to result in, material financial harm or reputational damage to the Company.
4. **Inability to Perform:** Continued failure to substantially perform the duties of the Senior Executive Manager role after receiving a written warning and a reasonable opportunity to cure (not less than thirty (30) days), provided such failure is not due to a qualifying disability.
5. **Unlawful Conduct:** Conviction of, or plea of *nolo contendere* to, any felony or any crime involving moral turpitude.

Section 3.3: Termination Without Cause

1. **CEO Authority:** The CEO, **Jason M. Viera Sr.**, may terminate the employment and/or the management appointment of the Senior Executive Manager, **Jason M. Viera Jr.**, at any time **Without Cause** by providing written notice to Jason M. Viera Jr.
2. **Effect of At-Will:** Termination under this Section shall not constitute a breach of this Operating Agreement, provided the Company complies with any applicable statutory or contractual severance obligations.

Section 3.4: Effect of Termination

Upon the termination of the Senior Executive Manager for any reason:

1. **Cessation of Authority:** All rights, powers, and authority granted to Jason M. Viera Jr. as Senior Executive Manager shall **immediately and automatically cease**. Such authority shall revert solely to the CEO, Jason M. Viera Sr.
2. **Final Pay:** The Company shall pay to Jason M. Viera Jr. all earned but unpaid wages, salary, and accrued, unused vacation time (if applicable) through the date of termination, in accordance with Florida law.
3. **Severance:**

- **Termination For Cause:** If termination is for Cause, Jason M. Viera Jr. shall not be entitled to any severance payments or benefits beyond the Final Pay described above.
 - **Termination Without Cause:** If termination is Without Cause, the Company shall
 - **Option A (No Severance):** Have no obligation to pay any severance, except as required by law.
4. **Surrender of Property:** Jason M. Viera Jr. shall immediately surrender all Company property, access codes, credit cards, and confidential information to the CEO.