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(City/State/Zip/Phone #)

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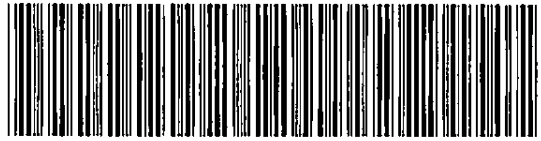
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Certificates of Status _____

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7-21-25

COVER LETTER

TO: **Registration Section
Division of Corporations**

SUBJECT: Curcio Properties, 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:

Richard Curcio

Name of Person

Curcio Properties, LLC

Firm/Company

333 Tamiami Trail S STE 388

Address

Venice, FL 34285

City/State and Zip Code

rfcurcio@yahoo.com

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

For further information concerning this matter, please call:

Richard Curcio

941 350-0471
at ()

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

SECRETARY OF STATE
TALLAHASSEE, FL
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Curcio Properties, LLC.

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

The Articles of Organization for this Limited Liability Company were filed on March 12, 2007 and assigned
Florida document number L07000026993.

This amendment is submitted to amend the following:

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

Curcio Aircraft Services, LLC.

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)

333 Tamiami Trail S

STE 388

Venice, FL 34285

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

333 Tamiami Trail S

STE 388

Venice, FL 34285

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:

Jack Curcio

New Registered Office Address:

333 Tamiami Trail S STE 388

Enter Florida street address

Venice

, Florida 34285

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

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Jack Curcio	1709 Still River Dr	☒ Add
		Venice, FL 34293	☐ Remove
			☐ Change
MGR	Richard Curcio	409 Nokomis Ave S	☐ Add
		Venice, FL 34285	☒ Remove
			☐ Change
			☐ Add
			☐ Remove
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			☐ Remove
			☐ Change

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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

I, Richard Curcio, Sole Owner and Single Member of Curcio Properties, LLC has transfered all ownership
interests of Curcio Properties, LLC to Jack Curcio, who will now become the sole owner and single member
manager of the renamed entity Curcio Aircraft Services, LLC. Please see the attached sale agreement and
transfer of ownership and assets agreement.

Please also see the attached updated Operating Agreement of Curcio Aircraft Services, LLC.

E. Effective date, if other than the date of filing: _____ **(optional)**

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0202(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated May 22, 2025



Signature of a member or authorized representative of a member

Richard Curcio

Typed or printed name of signee

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SALE AGREEMENT AND TRANSFER OF OWNERSHIP AND ASSETS

This Sale Agreement and Transfer of Ownership and Assets (the "Agreement") is made and entered into as of May 22, 2025, by and between Richard Curcio ("Seller"), and Jack Curcio ("Buyer").

RECITALS

A. Seller is the owner of 100% of the membership interests in Curcio Properties, LLC., a Florida limited liability company (the "LLC"). An effective and active Florida, LLC filed on March 12, 2007 and assigned document number L07000026993.

B. The LLC owns certain assets, including but not limited to, any and all real property, personal property, and intangible assets.

C. Seller desires to sell, and Buyer desires to purchase, all of Seller's membership interests in the LLC, and all of the LLC's assets.

D. The parties wish to set forth the terms and conditions of the sale and purchase.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale of Membership Interests and Assets.

- Seller hereby sells, assigns, transfers, and conveys to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title, and interest in and to:
 - All of the membership interests in the LLC, free and clear of all liens, encumbrances, and restrictions whatsoever.
 - All of the LLC's assets, tangible and intangible, wherever located, including, but not limited to:
 - All real property owned by the LLC, if any, described in Exhibit A attached hereto.
 - All personal property owned by the LLC, including, but not limited to, equipment, furniture, fixtures, inventory, and vehicles, if any, described in Exhibit B attached hereto.
 - All intangible assets owned by the LLC, including, but not limited to, accounts receivable, contract rights, intellectual property (if any), goodwill, and business records.
 - All cash and bank accounts of the LLC.

2. Purchase Price.

- The purchase price for the membership interests and assets is One Hundred Dollars (\$100.00) (the "Purchase Price").
- The Buyer shall pay the Purchase Price to the Seller on the Closing Date.

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TALLAHASSEE, FL

3. Closing.

- The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on May 22, 2025, at a location mutually agreed upon by the parties (the "Closing Date").
- At the Closing, the following shall occur:
 - Seller shall deliver to Buyer instruments of transfer, including but not limited to, an Assignment of Membership Interest, and Bills of Sale, sufficient to transfer to Buyer good and marketable title to the membership interests and the assets, free and clear of all liens, encumbrances, and restrictions.
 - Buyer shall deliver to Seller the Purchase Price.
 - Both parties will execute any other documents necessary to effectuate the terms of this agreement.

4. Transfer of Real Property (If Applicable).

- If the LLC owns any real property, the transfer of such real property shall be by deed, in a form sufficient to convey title under Florida law, and shall be delivered at the Closing. Seller shall cooperate with Buyer in the preparation and filing of all necessary documents to record the transfer of the real property.
- A legal description of any real property shall be attached as Exhibit A to this Agreement.

5. Transfer of Personal Property.

- The transfer of tangible personal property shall be by a Bill of Sale, in a form acceptable to Buyer, and shall be delivered at the Closing.
- A list of tangible personal property shall be attached as Exhibit B to this Agreement.

6. Transfer of Intangible Assets.

- The transfer of intangible assets shall be by appropriate instruments of assignment, in a form acceptable to Buyer, and shall be delivered at the Closing.

7. Assumption of Liabilities.

- Buyer shall not assume any liabilities of the LLC. Seller shall remain responsible for all debts, obligations, and liabilities of the LLC arising prior to the Closing Date.

8. Representations and Warranties of Seller.

- Seller represents and warrants to Buyer as follows:
 - Seller has the full right, power, and authority to enter into this Agreement and to sell, assign, transfer, and convey the membership interests and the assets.
 - The membership interests are owned by Seller free and clear of all liens, encumbrances, and restrictions whatsoever.
 - The LLC's assets are owned by the LLC free and clear of all liens, encumbrances, and restrictions whatsoever.
 - Seller has provided Buyer with true and complete copies of all relevant documents relating to the LLC and its assets.
 - The LLC is in good standing under the laws of the State of Florida.

9. Representations and Warranties of Buyer.

- Buyer represents and warrants to Seller as follows:

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TALLAHASSEE, FL

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- Buyer has the full right, power, and authority to enter into this Agreement and to purchase the membership interests and the assets.
- Buyer has sufficient funds to pay the Purchase Price.

10. Indemnification.

- Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
 - Any breach by Seller of any representation, warranty, or covenant made by Seller in this Agreement.
 - Any liabilities of the LLC arising prior to the Closing Date.
- Buyer shall indemnify, defend, and hold Seller harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
 - Any breach by Buyer of any representation, warranty, or covenant made by Buyer in this Agreement.

11. Further Assurances.

- The parties agree to execute and deliver such further instruments and to take such other action as may be reasonably necessary to carry out the purposes of this Agreement.

12. Governing Law.

- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. Entire Agreement.

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral.

14. Amendments.

- This Agreement may be amended, modified, or supplemented only by a written instrument signed by both parties.

15. Counterparts.

- This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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EXHIBIT A

Description of Real Property

None

EXHIBIT B

Description of Personal Property

None

SIGNATURE PAGE FOLLOWS

Richard J Curcio

Richard Curcio

5/22/2025

Date

Jack Curcio

Jack Curcio

5/22/2025

Date

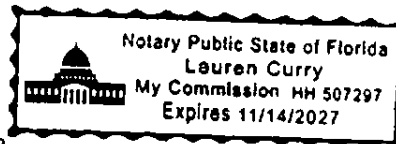
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this 22nd day of May, 2025, by Richard Curcio

Lauren Curry

Signature of Notary Public - State of Florida



2025 MAY 22 AM 8:50
SECRETARY OF STATE
TALLAHASSEE, FL
and Jack Curcio

Print, Type, or Stamp Commissioned Name of Notary Public

☐ Personally known

OR ☒ Produced identification

Type of identification produced: Drivers Lic.

OPERATING AGREEMENT

OF

CURCIO AIRCRAFT SERVICES, LLC.

A Florida Limited Liability Company

This Operating Agreement (this "Agreement") is made and entered into as of this 22nd day of May, 2025 (the "Effective Date"), by and between Curcio Aircraft Services, LLC., a Florida limited liability company (the "Company"), and **Jack Curcio** (the "Member"), its sole member.

RECITALS

WHEREAS, the Company has been organized as a Florida limited liability company by the filing of Articles of Organization with the Florida Department of State, Division of Corporations (the "Department of State") on March 12, 2007, Document Number L07000026993; and

WHEREAS, the Member desires to adopt this Operating Agreement to govern the business and affairs of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

ARTICLE I: ORGANIZATION

1. **Name.** The name of the limited liability company is Curcio Aircraft Services, LLC (the "Company").
2. **Principal Office.** The principal office of the Company in the State of Florida shall be located at 333 Tamiami Trail S Ste 388 Venice, FL 34285, or at such other place as the Member may from time to time designate. The Company may maintain other offices within or outside the State of Florida as the Member deems advisable.
3. **Registered Agent and Registered Office.** The name and address of the Company's initial registered agent and registered office in the State of Florida shall be: Jack Curcio, 333 Tamiami Trail S Ste 388 Venice, FL 34285. The Member may change the registered agent or registered office from time to time in accordance with the Florida Revised Limited Liability Company Act (the "Act").
4. **Term.** The term of the Company shall be perpetual, commencing on the date its Articles of Organization were filed with the Department of State, unless sooner dissolved as provided in this Agreement or by law.
5. **Purpose.** The purpose for which the Company is formed is to engage in any lawful act or activity for which limited liability companies may be organized under the Act, including

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but not limited to real estate investment, development, management, and related activities.

6. **Powers.** The Company shall have all the powers, rights, and privileges granted to a limited liability company under the Act, and any other powers necessary or convenient to achieve its purposes.

ARTICLE II: THE MEMBER

1. **Single Member.** The Company shall have one (1) member, who is Jack Curcio (the "Member"). The name and business, residence, or mailing address of the Member is: Jack Curcio 333 Tamiami Trail S Ste 388 Venice, FL 34285
2. **Membership Interest.** The Member owns one hundred percent (100%) of the membership interests in the Company.
3. **Additional Members.** No additional members may be admitted to the Company except with the prior written consent of the Member.

ARTICLE III: CAPITAL CONTRIBUTIONS

1. **Initial Contribution.** The Member has contributed or shall contribute to the Company cash, property, or services with an agreed upon value of \$100.00 USD
2. **Additional Contributions.** The Member is not required to make any additional capital contributions to the Company. However, the Member may make additional capital contributions to the Company at any time.
3. **No Interest on Capital Contributions.** The Member shall not be entitled to receive any interest on their capital contributions.
4. **Withdrawal or Return of Capital Contributions.** The Member shall not be entitled to withdraw any part of their capital contributions or to receive any distribution from the Company except as provided in this Agreement or as otherwise permitted by the Act.

ARTICLE IV: ALLOCATIONS AND DISTRIBUTIONS

1. **Allocations of Profits and Losses.** All profits and losses of the Company shall be allocated one hundred percent (100%) to the Member.
2. **Distributions.** Distributions of cash or other assets of the Company shall be made to the Member at such times and in such amounts as the Member, in their sole discretion, may determine. All distributions shall be made one hundred percent (100%) to the Member.

ARTICLE V: MANAGEMENT

1. **Management by Member.** The business and affairs of the Company shall be managed by the Member. The Member shall have full, complete, and exclusive authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.
2. **Powers of the Member.** Without limiting the generality of Section 5.1, the Member shall have the power and authority on behalf of the Company: a. To acquire property, real or

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personal, tangible or intangible, and to hold, maintain, manage, operate, lease, sell, exchange, or otherwise dispose of such property; b. To borrow money for Company purposes and, if security is required therefor, to pledge or mortgage or otherwise encumber Company property; c. To enter into, make, and perform such contracts, agreements, and other undertakings as the Member may deem necessary or advisable for carrying on the business of the Company; d. To open and maintain bank accounts, investment accounts, and other financial arrangements in the name of the Company; e. To employ and dismiss from employment any and all employees, agents, independent contractors, brokers, attorneys, and accountants; f. To make any and all elections for federal, state, and local tax purposes; g. To bring and defend actions and proceedings at law or in equity.

3. **Officers.** The Member may, from time to time, designate one or more persons to be officers of the Company (e.g., President, Secretary, Treasurer). Such officers shall have such titles and powers and perform such duties as may be determined from time to time by the Member. Any officer may be removed at any time by the Member, with or without cause. Jack Curcio may serve as an officer of the Company.
4. **Reliance by Third Parties.** Any person dealing with the Company, the Member, or any officer designated by the Member may rely upon a certificate signed by the Member as to: a. The identity of the Member or any officer; b. The existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or which are in any other manner germane to the affairs of the Company; c. A Dissenting resolution or a copy of any part of this Agreement.

ARTICLE VI: LIABILITY, EXCULPATION, AND INDEMNIFICATION

1. **Limited Liability.** The Member shall not be personally liable for any debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a member of the Company, except as otherwise provided by the Act. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.
2. **Exculpation.** The Member shall not be liable to the Company for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by the Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on the Member by this Agreement, except for any loss, damage, or claim incurred by reason of the Member's gross negligence, willful misconduct, or knowing violation of law.
3. **Indemnification.** To the fullest extent permitted by applicable law, the Company shall indemnify, defend, and hold harmless the Member (and any officers, employees, or agents of the Company designated by the Member) from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and costs), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative), in which the Member may be involved, or threatened to be involved, as a party or otherwise, by reason of their management of the affairs of the Company, or their

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status as Member, provided that the Member acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

ARTICLE VII: DISSOLUTION AND WINDING UP

1. **Events of Dissolution.** The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following: a. The written determination of the Member; b. The entry of a decree of judicial dissolution under the Act; or c. At any time there are no members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining member, the personal representative of the last remaining member agrees in writing to continue the Company and to the admission of the personal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member.
2. **Winding Up.** Upon dissolution, the Member (or, if none, a person appointed by a court of competent jurisdiction) shall act as liquidator to wind up the affairs of the Company. The liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.
3. **Distribution of Assets.** Upon the winding up of the Company, the assets of the Company shall be distributed as follows: a. To creditors, including the Member if they are a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and b. To the Member.

ARTICLE VIII: TAXES

1. **Tax Status.** It is the intent of the Member that the Company be disregarded as an entity separate from its owner for federal and, to the extent applicable, state income tax purposes. The Member shall reflect the Company's income and expenses on their own income tax returns.
2. **Tax Elections.** The Member shall make all tax elections for the Company.

ARTICLE IX: AMENDMENTS

This Agreement may be amended or modified only by a written instrument executed by the Member.

ARTICLE X: GOVERNING LAW

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

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TALLAHASSEE, FL

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ARTICLE XI: MISCELLANEOUS

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Member and the Company with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
2. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Member and their successors, assigns, heirs, and personal representatives.
4. **Headings.** The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned, being the sole Member of Curcio Aircraft Services, LLC., has executed this Operating Agreement as of the Effective Date.

MEMBER:

Jack Curcio

DISCLAIMER: This is a sample operating agreement for a single-member LLC. It is provided for informational purposes only and does not constitute legal advice. Laws vary by jurisdiction and are subject to change. You should consult with a qualified attorney in your jurisdiction to ensure this agreement is suitable for your specific circumstances and complies with all applicable laws.

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