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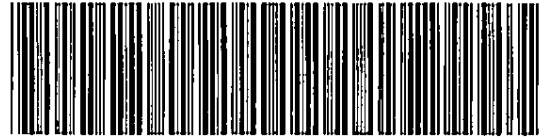
(Business Entity Name)

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AUG 16 2020  
S. YOUNG

200347269332

07/06/20

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Avvenire Investments, 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:

Francis J. Visconti

\_\_\_\_\_  
Name of Person

Avvenire Investments, LLC

\_\_\_\_\_  
Firm/Company

5800 SW 117th Street

\_\_\_\_\_  
Address

Coral Gables, FL 33156

\_\_\_\_\_  
City/State and Zip Code

fvisconti@centauriaviation.com

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

For further information concerning this matter, please call:

Frank Visconti

305 753-6101

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

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

Avvenire Investments, 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 03/28/2011 and assigned  
Florida document number L11000037750.

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: Frank J. Visconti

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]

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

Michael J. Visconti is personally no longer involved with Avvenire Investments, LLC. Michael passed away November 21, 2019. Michael was divorced at the time of his death yet his former wife has proven to be untrustworthy.

Attached are copies of Michael's Death Certificate, Assignment of Membership Interest wherein Michael assigned his interest in the Company to his Trust, Stock Purchase Agreement wherein Centauri Aviation Services acquired 50% of the stock in Avvenire Investments, and the Written Action of Members of Avvenire Investments wherein Francis J. Visconti was designated to manage Avvenire Investments.

NOTE: Francis J. Visconti is also known as: Frank J. Visconti and Frank Visconti


**E. Effective date, if other than the date of filing:** 30 June 2020 **(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 605.0207 (3)(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 June 30 2020

  
Signature of a member or authorized representative of a member

Francis J. Visconti

Typed or printed name of signee

## WRITTEN ACTION OF MEMBERS OF AVVENIRE INVESTMENTS, LLC

The undersigned, being the members of AVVENIRE INVESTMENTS, LLC, a Florida limited liability company (the "Company"), hereby takes the following written actions in lieu of holding a meeting regarding same:

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given.

2. The following person is elected as the manager for the company to serve until the next annual meeting or until their successor is elected and qualified:

FRANCIS J. VISCONTI

3. The following persons are elected to serve in the offices designated opposite their names until removed by the manager or until their successors shall be elected and qualified:

FRANCIS J. VISCONTI  
MICHAEL J. VISCONTI

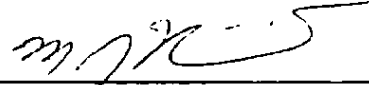
President/Secretary/Treasurer  
Vice President

4. The actions of the members, manager and officers of the Company from the last meeting of members until the date of this action are hereby ratified and confirmed as proper acts of the Company.


5. The actions contained herein were approved on the 22 day of October, 2019, and shall be effective as of such date.

MEMBERS:

MICHAEL J. VISCONTI REVOCABLE  
TRUST, dated August 2, 2019

By:   
Michael J. Visconti, Trustee

By:   
Francis J. Visconti, Trustee

  
FRANCIS J. VISCONTI

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT is dated as of April 1st, 2019 (the "Agreement Date") by and between Avvenire Investments, LLC a Florida limited liability company, located at 5527 SW 87<sup>th</sup> Street, Miami, Florida 33143 ("Seller" or "Avvenire"), and Centauri Aviation Services, LLC, a Florida limited liability company, located at 5800 SW 117<sup>th</sup> Street, Coral Gables, FL 33156 ("Buyer").

### WITNESSETH

WHEREAS, Seller is engaged in the business of providing air cargo transport logistics support through charter flight brokerage services;

WHEREAS, Seller would like to sell 50% of its stock, along with executive and management control of Avvenire and Buyer would like to buy 50% of the stock, along with executive and management control of Avvenire in accordance with and subject to the terms of this Agreement, pursuant to which Buyer would acquire 50% of the outstanding and issued shares (the "Shares") of Avvenire (the "Transaction"); and

WHEREAS, Seller and Buyer have determined that it is in their respective best interests to consummate the Transaction and in furtherance thereof, have approved this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I PURCHASE AND SALE OF SHARES

1.1 Purchase and Sale of the Shares. Upon and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey and deliver the Shares to Buyer, free and clear of all Liens created by or through Seller and known to Buyer prior to the Closing, and Buyer shall purchase the Shares from Seller by causing the Purchase Price (as defined below) to be transferred to Seller and pursuant to consummation of the other closing requirements herein.

1.2 Additional Share Transfer. Seller agrees that Buyer shall have the right to obtain, at no additional cost to Buyer one additional share of Avvenire under one or both of the following conditions:

a. At the sole and exclusive direction of Michael J. Visconti, Managing Member of Avvenire, which direction may be in the form of written agreement, email or letter which may become binding and part of this Agreement,

b. Upon the death of Michael J. Visconti, Managing Member of Avvenire.

## ARTICLE II CLOSING AND PURCHASE PRICE

2.1 Closing. Unless this Agreement shall have been terminated or the transactions herein contemplated shall have been abandoned, the closing of the transactions contemplated herein (the "Closing") shall take place at noon (eastern daylight time) on September 1<sup>st</sup>, 2019 (the "Scheduled Closing Date").

2.2 Purchase Price. The consideration payable for purchase of the Shares is One Dollar (\$1) (the "Purchase Price").

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 Authority. Seller has the requisite power and authority to execute and deliver this Agreement and any Ancillary Instruments to which it is, or at the Closing will be, a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

### 3.2 Title to Shares.

(a) At Closing, (i) the Shares of Avvenire Investments transferred to Buyer pursuant to this Agreement will be free and clear of all Liens and Claims by or through Seller. Buyer acknowledges that the Shares will not be issued pursuant to any securities registration or offering and Seller makes no representations, warranties, or covenants with respect to any federal or state securities laws.

(b) Seller has good and valid title to all assets and properties of Avvenire Investments as of the Agreement Date, free and clear of all Liens and Claims by or through Seller.

## OTHER CONDITIONS

Entire Agreement; Amendments and Waivers. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all other prior agreements, representations, warranties, understandings, negotiations, and discussions, whether oral or written, of the parties. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Seller, or in the case of a waiver, by the party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

Jurisdiction. Each party to this Agreement irrevocably agrees that any legal action or proceedings in connection with this Agreement which is expressed to be governed by Florida law.

Preparation of this Agreement. Buyer and Seller hereby acknowledge that (i) Buyer and Seller jointly and equally participated in the drafting of this Agreement, (ii) Buyer and Seller have been adequately represented and advised by legal counsel with respect to this Agreement and the transactions contemplated hereby, and (iii) no presumption shall be made that any provision of this Agreement shall be construed against either party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

Cash on Hand. Buyer acknowledges and agrees that all cash, bank deposits or accounts receivable at the time of the Closing are the exclusive property of and for the exclusive benefit of Michael J. Visconti.

Stock Purchase Tax Liability. All payments to be made by Buyer to Seller shall be made free and clear of taxable liability. If Buyer is required to make a payment subject to any governmental entity to include but not limited to the IRS, Avvenire Investments will absorb such liability.


*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, this Stock Purchase Agreement has been duly executed and delivered by respective duly authorized officers of Seller and Buyer as of the date first above written.


SELLER:

**Avvenire Investments, LLC**

By:  21 June 2019  
Michael J. Visconti  
Managing Member

BUYER:

**Centauri Aviation Services, LLC**

By:  21 June 19  
Frank J. Visconti  
Managing Member

## STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.  
BUREAU of VITAL STATISTICS

**CERTIFICATION OF DEATH****STATE FILE NUMBER:** 2019184686**DATE ISSUED:** NOVEMBER 27, 2019**DECEDENT INFORMATION****DATE FILED:** NOVEMBER 26, 2019

NAME: MICHAEL JOSEPH VISCONTI

DATE OF DEATH: NOVEMBER 21, 2019

SEX: MALE

AGE: 055 YEARS

DATE OF BIRTH: APRIL 22, 1984

SSN: \*\*\*-\*\*-1567

BIRTHPLACE: NEW SMYRNA BEACH, FLORIDA, UNITED STATES

PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME

FACILITY NAME OR STREET ADDRESS: 5527 SW 87 STREET

LOCATION OF DEATH: MIAMI, MIAMI-DADE COUNTY, 33143

RESIDENCE: 5527 SW 87 STREET, MIAMI, FLORIDA 33143, UNITED STATES

COUNTY: MIAMI-DADE

OCCUPATION, INDUSTRY: PRESIDENT, AVIATION LOGISTICS

EDUCATION: BACHELORS DEGREE

EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

**SURVIVING SPOUSE / PARENT NAME INFORMATION**

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: DIVORCED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: JOHN LOUIS VISCONTI

MOTHER'S/PARENT'S NAME: MARGARET MOTT

**INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION**

INFORMANT'S NAME: FRANK VISCONTI

RELATIONSHIP TO DECEDENT: BROTHER

INFORMANT'S ADDRESS: 5800 SW 117 STREET, CORAL GABLES, FLORIDA 33156, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: WILLIAM J MARTINEZ JR, F046455

FUNERAL FACILITY: STANFILL FUNERAL HOME F084191

10545 S DIXIE HWY, MIAMI, FLORIDA 33156

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: EVERGLADES CREMATORIUM  
WEST PARK, FLORIDA**CERTIFIER INFORMATION**

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 0110

DATE CERTIFIED: NOVEMBER 26, 2019

CERTIFIER'S NAME: ARGELIA DEL ROSARIO GALVEZ

CERTIFIER'S LICENSE NUMBER: ME69114

NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number has been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2021076549

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

**WARNING:**

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



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DH FORM 1946 (03-13)

**CERTIFICATION OF VITAL RECORD**

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

## **ASSIGNMENT OF MEMBERSHIP INTEREST**

THIS ASSIGNMENT OF MEMBERSHIP INTEREST is made effective the 3<sup>rd</sup> day of August, 2019, by MICHAEL J. VISCONTI ("Assignor") to MICHAEL J. VISCONTI, Trustee of the MICHAEL J. VISCONTI REVOCABLE TRUST, u/a/d August 2, 2019 ("Assignee").

### **WITNESSETH:**

WHEREAS, Assignor owns Five Hundred (500) Units of that certain Florida limited liability company known as AVVENIRE INVESTMENTS, LLC ("Company");

WHEREAS, Assignor desires to transfer those units listed on Exhibit "A" attached hereto in the Company ("Membership Interest") to Assignee;

WHEREAS, Assignor wishes to transfer and assign the Membership Interest to Assignee, and Assignee is willing to acquire the Membership Interest.

NOW, THEREFORE, for value received, the parties agree as follows:

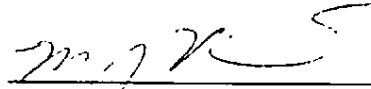
1. Recitations. The above recitations are true and correct.
2. Purchase Price. No purchase price for the Membership Interest is being paid by Assignee because such Assignment is a contribution to a revocable trust.
3. Assignment. Assignor hereby grants, bargains, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Membership Interest, to have and to hold unto Assignee, its successors and assigns forever.
4. Binding Effect; Governing Law. The provisions hereof shall be binding upon the parties hereto and their successors and assigns. The provisions of this document shall be governed in accordance with the laws of the State of Florida.
5. Effective Date. This assignment shall be effective as of August 3, 2019.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.


WITNESSES

ASSIGNOR:

  
MICHAEL J. VISCONTI

ASSIGNEE:

MICHAEL J. VISCONTI REVOCABLE  
TRUST, u/a/d August 2, 2019

By:   
Michael J. Visconti, as Trustee