

108000041297

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

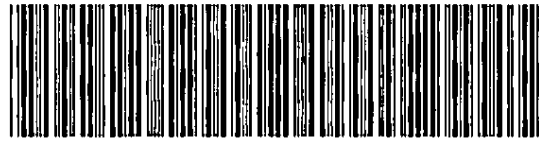
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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JUL 22 2020

FILED  
2020 JUL 22 AM 8:12  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

SEP 08 2020

S. YOUNG

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: David Moore, 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:

Terra Moore  
Name of Person

David Moore, LLC, DBA The Floor Source  
Firm/Company

18906 Red Bird Ln  
Address

Lithia, FL 33547  
City/State and Zip Code

David Moore LLC @ yahoo.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Terra Moore at (813) 245-7425 or 813-495-7087  
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**

David Moore, LLC

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

**FILED**  
2020 JUL 22 AM 8:12  
CLERK OF THE  
DIVISION OF CORPORATIONS  
& FINANCIAL SERVICES  
STATE OF FLORIDA

The Articles of Organization for this Limited Liability Company were filed on 4/24/2008 and assigned  
Florida document number L08000041297

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:

Terra Moore

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**

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

The only amendment at this time  
relates to the Registered Agent name.

I'm including documentation along with  
this request as support in case it's  
needed to make the change effective.

Please see enclosed: David Moore death certificate  
David Moore LLC operating  
Agreement

Marriage license

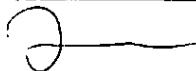
Terra Nienow → Terra Moore

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 605.0207 (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 July 20, 2020  


Signature of a member or authorized representative of a member

Terra Moore

Typed or printed name of signee

**SOLE MEMBER OPERATING AGREEMENT  
OF  
David Moore, LLC**

**A Florida Limited Liability Company**

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of April 25, 2008, by and among David Moore, LLC a Florida Limited Liability Company (the "Company") and David Moore, executing this Agreement as the sole member of the Company (the "Member") and hereby states as follows:

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Organization.

1. Formation of LLC.

The Member has formed a Florida Limited Liability Company named David Moore, LLC by filing the Articles of Organization with the office in the State of Florida on April 23, 2008. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Florida relating to the formation, operation and taxation of a LLC which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

2. Purposes and Powers.

a) The purposes of the Company shall be:

(i) Any and all lawful business; and

(ii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

b) The Company shall have all powers necessary and convenient to affect any purpose for which it is formed, including all powers granted by the Statutes.

3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated

in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Books, Records and Accounting.

a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. Member's Capital Accounts.

A Capital Account for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. U.S. Federal / Florida State Income Tax Treatment.

The Member intends that the Company, as a single member LLC, shall be taxed as a S-Corp in accordance with the provisions of the Internal Revenue Code.

9. Rights, Powers and Obligations of Member.

- a. Authority. David Moore, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.
- b. Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager.
- d. The Company is organized as a "member-managed" limited liability company.
- e. The Member is designated as the initial managing member.
- f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof.

g. Other Activities.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

10. Limitation of Liability; Indemnification.

a) Limitation of Liability and Indemnification of Member.

- i. The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the



Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

- ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Section 10(a)(i).
- iii. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.
- iv. All rights of the Member to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

- v. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

#### 11. Death, Disability

- a. Death of Member. Upon the death of the Member, the party or parties named below shall be designated and appointed as the individual or individuals who will continue the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Terra Nienow

- b. Disability of Member. Upon the disability of a Member the party or parties named below shall be designated and appointed as the individual or individuals who will continue the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Terra Nienow

#### 12. Miscellaneous Provisions

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.

- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.
- f. Governing Law. This Agreement is being executed and delivered in the State of Florida and shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the Member has hereunto set such Member's hand as of the day and year first above written.

David Moore, LLC

Managing Member's Signature:

A handwritten signature in black ink, appearing to be 'DM' or 'David Moore', written over a horizontal line.

Print Name: David Moore

Department of Health • Vital Statistics

STATE OF FLORIDA  
MARRIAGE RECORD

TYPE IN UPPER CASE  
USE BLACK INK

This license not valid unless seal of Clerk,  
Circuit or County Court, appears thereon.

(STATE FILE NUMBER)

INSTR# 2009164770

L BK 708 PG 1492

RECORDED: 05/20/2009 at 01:30 PM

Pat Frank, Clerk of the Circuit Court

Hillsborough County

Deputy Clerk JMCGRUFF

2009 ML 499640

(APPLICATION NUMBER)

APPLICATION TO MARRY

1. GROOM'S NAME (First, Middle, Last) DAVID JOSEPH MOORE			2. DATE OF BIRTH (Month, Day, Year) 07/14/1982		
3a. RESIDENCE - CITY, TOWN, OR LOCATION GIBSONTON		3b. COUNTY HILLSBOROUGH	3c. STATE FLORIDA		
5a. BRIDE'S NAME (First, Middle, Last) TERRA LEANN NIENOW			5b. MAIDEN SURNAME (if different)		
7a. RESIDENCE - CITY, TOWN, OR LOCATION GIBSONTON		7b. COUNTY HILLSBOROUGH	7c. STATE FLORIDA		
			4. BIRTHPLACE (State or Foreign Country) FLORIDA		
			6. DATE OF BIRTH (Month, Day, Year) 09/05/1983		
			8. BIRTHPLACE (State or Foreign Country) FLORIDA		

WE, THE APPLICANTS NAMED IN THIS CERTIFICATE, EACH FOR HIMSELF OR HERSELF, STATE THAT THE INFORMATION PROVIDED ON THIS RECORD IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR THE ISSUANCE OF A LICENSE TO AUTHORIZE THE SAME IS KNOWN TO US AND HEREBY APPLY FOR LICENSE TO MARRY.

9. SIGNATURE OF GROOM (Sign full name using black ink) 		10. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE) 03/25/2009	
11. TITLE OF OFFICIAL DEPUTY CLERK, JULISSA MCGRUFF		12. SIGNATURE OF OFFICIAL (Use black ink) 	
13. SIGNATURE OF BRIDE (Sign full name using black ink) 		14. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE) 03/25/2009	
15. TITLE OF OFFICIAL DEPUTY CLERK, JULISSA MCGRUFF		15. SIGNATURE OF OFFICIAL (Use black ink) 	

LICENSE TO MARRY

AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF FLORIDA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF FLORIDA AND TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS. THIS LICENSE MUST BE USED ON OR AFTER THE EFFECTIVE DATE AND ON OR BEFORE THE EXPIRATION DATE IN THE STATE OF FLORIDA IN ORDER TO BE RECORDED AND VALID.

17. COUNTY ISSUING LICENSE HILLSBOROUGH	18. DATE LICENSE ISSUED 03/25/2009	18a. DATE LICENSE EFFECTIVE 03/28/2009	19. EXPIRATION DATE 05/27/2009
20a. SIGNATURE OF COURT CLERK OR JUDGE 		20b. TITLE COUNTY JUDGE/CLERK	20c. BY D.C. JM

CERTIFICATE OF MARRIAGE

21. DATE OF MARRIAGE (Month, Day, Year) 05-16-2009		22. CITY, TOWN, OR LOCATION OF MARRIAGE Palmdale, FL	
23a. SIGNATURE OF PERSON PERFORMING CEREMONY (Use black ink) 		23c. ADDRESS (of person performing ceremony) 13710 Lomax Ct Riverview, FL	
23b. NAME AND TITLE OF PERSON PERFORMING CEREMONY Joe Perrino - Pastor		24. SIGNATURE OF WITNESS TO CEREMONY (Use black ink) 	
		25. SIGNATURE OF WITNESS TO CEREMONY (Use black ink) 	

SEAL

ALL INFORMATION BELOW FOR USE BY VITAL STATISTICS ONLY - NOT TO BE RECORDED

20th

May 09

## 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: 2020105436

DATE ISSUED: JUNE 24, 2020

## DECEDENT INFORMATION

DATE FILED: JUNE 23, 2020

NAME: DAVID J MOORE

DATE OF DEATH: FOUND ON JUNE 19, 2020

SEX: MALE

AGE: 038 YEARS

DATE OF BIRTH: JULY 14, 1981

SSN: \*\*\*-\*\*-0167

BIRTHPLACE: TAMPA, FLORIDA, UNITED STATES

PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME

FACILITY NAME OR STREET ADDRESS: 18926 RED BIRD LANE

LOCATION OF DEATH: LITHIA, HILLSBOROUGH COUNTY, 33547

RESIDENCE: 18926 RED BIRD LANE, LITHIA, FLORIDA 33547, UNITED STATES

COUNTY: HILLSBOROUGH

OCCUPATION, INDUSTRY: SELF EMPLOYED, FLOORING

EDUCATION: SOME COLLEGE CREDIT, BUT NO DEGREE

EVER IN U.S. ARMED FORCES? YES

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: MARRIED

SURVIVING SPOUSE NAME: TERRA NIENOW

FATHER'S/PARENT'S NAME: UNOBTAINABLE UNOBTAINABLE

MOTHER'S/PARENT'S NAME: SHERRY MCINTYRE

## INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: TERRA MOORE

RELATIONSHIP TO DECEDENT: SPOUSE

INFORMANT'S ADDRESS: 18926 RED BIRD LANE, LITHIA, FLORIDA 33547, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ANA SURKUS, F091053

FUNERAL FACILITY: SERENITY MEADOWS MEMORIAL PARK & FUNERAL HOME F088465  
6919 PROVIDENCE RD, RIVERVIEW, FLORIDA 33578

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: RIVERSIDE CREMATORY  
RIVERVIEW, FLORIDA

## CERTIFIER INFORMATION

TYPE OF CERTIFIER: ASSOCIATE MEDICAL EXAMINER

MEDICAL EXAMINER CASE NUMBER: 201305246

TIME OF DEATH (24 HOUR): FOUND AT 0743

DATE CERTIFIED: JUNE 23, 2020

CERTIFIER'S NAME: DAISSY CAROLINA MCENNAN

CERTIFIER'S LICENSE NUMBER: ME134639

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: 2021661630

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.



DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORDS

VOID IF ALTERED OR ERASED