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T. CLINE

OCT - 6 2009

EXAMINER

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: HEALTH AND WEALTH ANNEX, 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:

Lena Ung

Name of Person

HEALTH AND WEALTH ANNEX, LLC

Firm/Company

P.O BOX 23561

Address

FT. LAUDERDALE FL 33307

City/State and Zip Code

lena@healthandwealthannex.com

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

For further information concerning this matter, please call:

Lena Ung

Name of Person

at ( 727 )

902-9068

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/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

**HEALTH AND WEALTH ANNEX, 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 03/23/2009 and assigned  
Florida document number L09000027759.

This amendment is submitted to amend the following:

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

n/a

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "LLC."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

7921 East Bay Drive #5  
North Bay Village, FL 33141

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

SECRETARY OF STATE  
FLORIDA  
2009 OCT -5 11:02

**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: n/a

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 608, 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 the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

| <u>Title</u> | <u>Name</u>   | <u>Address</u>                                      | <u>Type of Action</u>  |
|--------------|---------------|---|--|
| MGRM         | NAYLOR, DAVID | 18190 SANDY PINE CR<br>NORTH FORT MYERS FL 33917 US | <input type="checkbox"/> Add<br><input checked="" type="checkbox"/> Remove |
|              |               |   | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove            |
|              |               |   | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove            |
|              |               |   | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove            |
|              |               |   | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove            |
|              |               |   | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove            |
|              |               |   | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove            |

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

Please see attached documentation regarding share distribution of the Health  
and Wealth Annex.

Dated June 27, 2009.

Signature of a member or authorized representative of a member

David Naylor

Lena Ung

Typed or printed name of signee

# **BUY OUT AGREEMENT FOR HEALTH AND WEALTH ANNEX, LLC**

This undersigned parties hereby agree to the following terms and conditions this day of 27<sup>th</sup> June, 2009.

## **ARTICLE I**

### **Parties**

The parties to this Agreement are David Naylor (NAYLOR) and Lena Ung (UNG) dba Health and Wealth Annex, LLC

## **ARTICLE II**

### **Purpose**

The purpose of this agreement is for UNG to purchase NAYLOR's 50% ownership in the Health & Wealth Annex, LLC. NAYLOR agrees to relinquish all responsibilities to Health & Wealth Annex LLC upon payment in full as agreed to in Article III. UNG agrees that NAYLOR will own 0% of the Health & Wealth Annex, LLC.

## **ARTICLE III**

### **Price**

UNG agrees to pay NAYLOR for valuable consideration and as mutually agreed to fair market value, of \$5,000 to relinquish all ownership (50%). UNG agrees to pay NAYLOR \$5,000 at the time of signing this agreement.

## **ARTICLE IV**

### **Responsibilities**

Both parties agree to the confidentiality of this agreement and NAYLOR agrees to transfer all current responsibilities and 50% ownership as requested to Lena Ung dba Health & Wealth Annex, LLC as follows: A) An introduction to The Health & Wealth Annex Format, total length shall be one hour. B) NAYLOR agrees to provide two training consulting hours a week for the UNG and Health & Wealth Annex for two months from the date of the signed agreement. NAYLOR also agrees to provide his Speaking services to MC at one two day event. Any future consulting requested, a fee of \$75 will be required for NAYLOR'S services. Any future MC requests of NAYLOR, a fee of \$500 a day will be requires for NAYLOR'S services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 27 day  
of June, 2009.

WITNESSES:

Juan Barrios

Luis Barrios

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HEALTH & WEALTH ANNEX, LLC

By: [Signature]  
LENA UNG, Director

HEALTH & WEALTH ANNEX, LLC

By: [Signature]  
DAVID NAYLOR, Individual