

PO6000070668

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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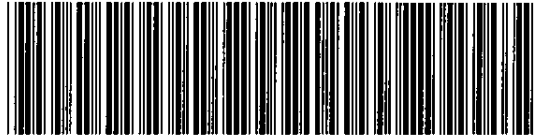
(Business Entity Name)

(Document Number)

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10/16/07--01060--017 **78.75

FILED
07 NOV -2 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend by
xcc 11-2-07

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Health AND Well-Being Therapy Center II, INCORPORATION
DOCUMENT NUMBER: PO0000070668

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

ISIDRO Zelaya - EUCEDA
(Name of Contact Person)

Health and Well-Being Therapy Center II Incorporation
(Firm/ Company)

3303 W. Columbus DR
(Address)

The FL 33607
(City/ State and Zip Code)

For further information concerning this matter, please call:

GUANNA M. DULCE at (913) 217-2274
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

HEALTHY WELL-BEING THERAPY CENTER II, INCORPORATION

(Name of corporation as currently filed with the Florida Dept. of State)

P06000070668

(Document number of corporation (if known))

FILED
07 NOV - 2 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

NA

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (**BE SPECIFIC**)

ARTICLE #5 INITIAL OFFICERS AND/OR DIRECTORS OF THE CORPORATION ARE REMOVING
MARIA A. RAMOS OF 3402 W. PINE ST TAMPA FL 33607 AS PRESIDENT OF THE CORPORATION
(SEE ATTACHED CONTRACT) ISIDRO ZELAYA-EUCEDA OF 3403 W. IVY ST TAMPA FL 33607
WILL BE THE NEW PRESIDENT.

ARTICLE #6 MARIA RAMOS OF 3402 W PINE ST TAMPA, FL 33607 WILL BE REMOVED AS REGISTERED
AGENT AND MR. ISIDRO ZELAYA OF 3403 W IVY ST TAMPA FL 33607 WILL NOW SERVE AS REGISTERED AGENT

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

ISIDRO ZELAYA EUCEDA WILL HOLD 75 SHARES

BRENDA TORRES WILL HOLD 25 SHARES

(continued)

The date of each amendment(s) adoption: SEPTEMBER 18TH, 2007

Effective date if applicable: SAME AS TREMS OF CONTRACT (11/17/07)
(no more than 90 days after amendment file date)

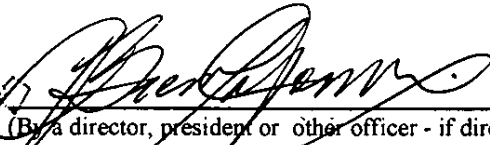
Adoption of Amendment(s) **(CHECK ONE)**

- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by
_____"
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☒ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature



(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

BRENDA TORRES

(Typed or printed name of person signing)

VICE PRESIDENT

(Title of person signing)

FILING FEE: \$35

PURCHASE AGREEMENT

This Agreement is dated the 9-18th day of September, 2007, by and between Maria Ramos, as ("Seller"), and Isidro Zelaya Euceda, ("Buyer").

RECITALS:

WHEREAS, Seller owns certain rights including 50 shares of the corporation Health and Well Being Therapy Center, Inc., II; and

WHEREAS, Buyer desires to purchase said shares and rights under the terms and conditions contained herein.

WITNESSETH:

1. Agreement to Sell and Purchase Business. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller all of Seller's right, asset and liabilities, title and interest in and to the Business rights subject to the terms of this Agreement to the extent the Health Care rights are accepted for transfer by the Department of Health, State of Florida. Should the Department of Health, State of Florida not approve the transfer of the Health Care business, then this contract shall be considered null and void. Purchaser agrees that it is his/her/its responsibility to acquire all necessary licenses in order to properly run the business. Purchaser further agrees that he/she/it will obtain the required licenses prior to the date of closing.

2. Purchase Price and Terms. Buyer shall pay Seller one hundred dollars and no cents (\$ 100.00 00). Seller has designated Health & Well Being Therapy Center, Inc., a Florida Corporation, having its principal place of business at 3303 Columbus Drive, Florida 33607. Closing shall occur no later than sixty (60) days from the date this Agreement is entered into.

3. Warranties of Seller. Seller does hereby represent, covenant and warrant to Buyer that the following are true now and will be at closing.

(a) Authority. Seller has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required.

(b) The business is free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The business rights are in good standing with the Department of Health, State of Florida, and have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever.

(c) Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud

(c) Notices. All notices and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid.

(d) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representative, heirs or assigns.

(e) Captions. The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.

(f) Attorney's Fees. Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants, and for any attorney's and consultants fees incurred by them in the enforcement of any of the terms and provisions of this Agreement, or in connection with any of the water rights described herein.

(g) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

8. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

SELLER:

Nancy A. Taylor 9-18-07
(Name of Individual(s) or Entity) (Date)

BUYER:

[Signature] 9/18/07
(Name of Individual(s) or Entity) (Date)