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6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MARICOPA**

9 HOLISTIC PATIENT WELLNESS GROUP,
10 LLC, an Arizona limited liability company,
11 EAST VALLEY PATIENT WELLNESS
12 GROUP, LLC, an Arizona limited liability
13 company, NATURAL PATIENT REMEDY
14 CENTER, LLC, and Arizona limited liability
15 company,

16 Plaintiffs,

17 vs.

18 STATE OF ARIZONA, a governmental entity;
19 JANICE K. BREWER, Governor of the State of
20 Arizona in her official capacity; ARIZONA
21 DEPARTMENT OF HEALTH SERVICES, an
22 Arizona administrative agency; WILL
23 HUMBLE, Director of the Arizona Department
24 of Health Services in his official capacity;
25 CHRISTOPHER MILLER and MEAGAN
26 MILLER, husband and wife; ALEXANDER
27 DE SOLER, a single individual,

28 Defendants.

Case No.:

CV 2014-007233

COMPLAINT

**REQUEST FOR DECLATORY
JUDGMENT AND PERMANENT
INJUNCTION**

24 Plaintiffs, Holistic Patient Wellness Group, LLC (hereafter "HPWG"), East Valley
25 Patient Wellness Group, LLC ("EVPWG") and Natural Patient Remedy Center, LLC ("NPRC"),
26 through undersigned counsel, bring this civil action for declaratory judgment and injunctive
27 relief and allege as follows:

PARTIES, JURISDICTION AND VENUE

1 1. Plaintiff, HPWG, is an Arizona limited liability company licensed to transact
2 business and doing business in Maricopa County, Arizona and Greenlee County, Arizona.

3 2. Plaintiff, EVPWG, is an Arizona limited liability company doing business in
4 Maricopa County, Arizona.

5 3. Plaintiff, NPRC, is an Arizona limited liability company licensed to transact
6 business and doing business in Graham County, Arizona.

7 4. Defendant State of Arizona is a sovereign state of the United States.

8 5. Defendant Janice Brewer is the Governor of the state of Arizona and is believed
9 to be a resident of Maricopa County. In her capacity as Governor, Defendant Brewer is vested
10 with the supreme executive power of the state and is responsible for the faithful execution of its
11 laws. She is sued in her official capacity.

12 6. Defendant Arizona Department of Health Services ("ADHS") is an Arizona
13 administrative agency with its principal place of business in Maricopa County responsible for
14 implementing and administering the Arizona Medical Marijuana Act.

15 7. Defendant William Humble is the Director of ADHS and is believed to be
16 resident of Maricopa County. In his capacity as Director of AHS, Defendant Humble is
17 responsible for implementing and administering the AMMA. He is sued in this official capacity.

18 8. Upon information and belief, Defendants, Christopher Miller (referred to herein
19 as "Defendant Miller") and Meagan Miller, are lawfully married husband and wife, residing
20 and/or do business in Maricopa County, AZ.

21 9. Upon information and belief, Defendant, Alexander De Soler (referred to herein
22 as "De Soler" or "Defendant De Soler") is a single individual, residing and/or doing business in
23 Maricopa County, AZ.

24 10. Upon information and belief, De Soler is a naturopathic physician, licensed by
25 the State of Arizona Naturopathic Physicians Medical Board. As of the date of this pleading, De
26 Soler is also the Medical Director of two Medical Marijuana Dispensaries owned and operated
27 by Plaintiffs HPWG and NPRC. De Soler's role as Medical Director for is discussed in more
28 detail herein.

 11. Events complained of herein occurred in, or arose from, transactions and conduct
 occurring in whole or in part in Maricopa County, Arizona.

 12. This Court has both subject matter and personal jurisdiction.

1 13. This Court has jurisdiction over actions seeking declaratory and injunctive relief
2 pursuant to Article 6, Section 14 of the Arizona Constitution, A.R.S. §§ 12-123, 12-1801, and
3 12-1831, and Arizona Rules of Civil Procedure 57 and 65. Declaratory relief is sought pursuant
4 to A.R.S. § 12-1831 *et seq.* Injunctive relief is sought pursuant to A.R.S. § 12-1801 *et seq.*

5 14. Plaintiff alleges that declaratory and injunctive relief is necessary and appropriate
6 here because, among other things, this action seeks to settle and afford relief from uncertainty
7 and in security with regard to rights, status and other legal relations between the parties to this
8 lawsuit, and to terminate controversy between them.

9 15. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401.

10 **The Arizona Medical Marijuana Act (“AMMA”) and ADHS Verification System**

11 16. On November 2, 2013, Arizona voters were asked to consider whether the State
12 should decriminalize medical marijuana. Arizona passed Proposition 203 in November 2010.
13 Proposition 203, an initiative measure identified as the “Arizona Medical Marijuana Act” (“The
14 Act” or “AMMA”) decriminalized medical marijuana for use by people with certain chronic and
15 debilitating medical conditions. Qualifying patients may receive up to 2.5 ounces of marijuana
16 every two weeks from medical marijuana dispensaries.

17 17. The Act requires the Arizona Department of Health Services (“ADHS”) to be
18 responsible for implementing and overseeing the Act. As required by the Act, the ADHS
19 promulgated final rules (“ADHS Rules”) that were filed with the Secretary of State on April 13,
20 2011.

21 18. Specifically, the Act provides for the registration and certification by ADHS of
22 “nonprofit medical marijuana dispensaries,” “nonprofit medical marijuana dispensary agents,”
23 “qualifying patients” and “designated caregivers.”

24 19. Under the Act, a qualified patient, designated caregiver, or nonprofit medical
25 marijuana dispensary agent with a registry card is allowed to acquire, possess, cultivate,
26 manufacture, use, administer, deliver, transfer, and transport marijuana.

27 20. Under the Act, registered nonprofit medical marijuana dispensaries are allowed to
28 dispense marijuana to qualifying patients and designated caregivers.

 21. Under the Act, the ADHS is required to maintain a web-based verification system
that can be accessed on a 24-hour basis by law enforcement personnel and nonprofit medical
marijuana dispensaries to verify/validate registry identification cards, as well as, submission of

1 Dispensary Medical Marijuana Transactions. The system is required to disclose the name of the
2 cardholder and the amount of marijuana that each registered qualifying patient received from
3 nonprofit medical marijuana dispensaries during the past sixty days.

4 22. As of the date of this pleading, the Verification System also functions as an online
5 portal for Board Members and/or Principal Officers of Medical Marijuana Dispensaries, who are
6 designated as such in the Medical Marijuana Dispensary Registration Certificate Application
7 submitted by an applicant.

8 23. Applicants who apply for Medical Marijuana Dispensary Registration Certificate
9 include individuals, limited liability companies, corporations, partnerships, joint ventures,
10 associations, cooperatives, and other business arrangements. As part of the Medical Marijuana
11 Dispensary Registration Certificate Application, Dispensary Principal Officers and Board
12 Members must also submit an information form to be filed with ADHS.

13 Furthermore, as part of the Medical Marijuana Dispensary Registration Certificate
14 Application, an applicant that is a limited liability company must submit a copy of the
15 company's articles of organization and the names and titles of the individuals in A.A.C. §R9017-
16 301 (Also see Medical Marijuana Program Dispensary Registration Instructions for other
17 application info. [http://www.azdhs.gov/medicalmarijuana/documents/dispensaries/DRC-](http://www.azdhs.gov/medicalmarijuana/documents/dispensaries/DRC-ApplicationInstructions.pdf)
18 [ApplicationInstructions.pdf](http://www.azdhs.gov/medicalmarijuana/documents/dispensaries/DRC-ApplicationInstructions.pdf).)

19 24. A.A.C. §R9017-301 determines who is considered to be a Principal Officer and
20 Board Member of a Medical Marijuana Dispensary and necessarily disqualifies those who cannot
21 be.

22 25. Under A.A.C. §R9017-301, individuals identified in the dispensaries by-laws are
23 eligible to be Principal Officer or Board Members of a Medical Marijuana Dispensary.
24 Additionally, in the case of a limited liability company, Members and Managers are eligible to
25 be Principal Officers and Board Members of a Medical Marijuana Dispensary¹.

26 ¹ A.A.C. §§R9-17-301(A)(4), (B)(3) and (C). Principal Officers and Board Members:

27 A. For the purposes of this Chapter, in addition to the individual or individuals identified in the dispensary's by-laws as
28 principal officers of the dispensary, the following individuals are considered principal officers:

29 4. If a limited liability company is applying for a dispensary registration certificate, a manager or, if the limited liability
30 company does not have a manager, an individual who is a member of the limited liability company;

31 B. For purposes of this Chapter, in addition to the individual or individuals identified in the dispensary's by-laws as board
32 members of the dispensary, the following individuals are considered board members:

33 3. If a limited liability company is applying for a dispensary registration certificate, the members of the limited liability
34 company;

35 C. When a dispensary is required by this Chapter to provide information, sign documents, or ensure actions are taken, the
36 individual or individuals in subsection (A) shall comply with the requirement on behalf of the dispensary.

1 26. Under the ADHS Rules, a dispensary shall appoint an individual who is a
2 physician to function as Medical Director. Among other things, the Medical Director must
3 provide training to dispensary agents and guidelines to ensure patient safety and well-being.

4 27. Under the ADHS Rules, a dispensary registration certificate can be revoked if the
5 dispensary fails to comply with the AMMA or the ADHS Rules.

6 **Holistic Patient Wellness Group, LLC and the AMMA**

7 28. On or about May 30, 2012, Articles of Organization for the limited liability
8 company Holistic Patient Wellness Group, LLC ("HPWG") were filed with the Arizona
9 Corporation Commission. (See Exhibit A) The Articles of Organization of HPWG listed Chris
10 Miller (Defendant Miller), Candice Morales and Aaron Gliner as Members of the limited liability
11 company HPWG. Defendant Miller and Morales were also listed as Managers of HPWG.

12 29. HPWG was formed for the purpose of dispensing and cultivating marijuana in
13 accordance with Arizona state law, regulations and rules.

14 30. In fact, HPWG filed an application for a Medical Marijuana Dispensary
15 Registration Certificate ("the Application") with ADHS to dispense marijuana in Clifton,
16 Arizona.

17 31. As part of the Application, HPWG was required to identify each Non-Profit
18 Medical Marijuana Dispensary Principal Officer and Board Member.

19 32. The Application listed the Dispensary's Principal Officers and Board Members.
20 The Application identified Chris Miller (Defendant Miller), Candice Morales and Aaron Gliner,
21 all as both Principal Officers and Board Members of the HPWG Dispensary. Defendant Miller,
22 Morales and Gliner were eligible for roles as Principal Officers and/or Board Members because
23 of their status as Members and/or Managers of HPWG under A.A.C. §R9-17-301(A)(4) and
24 §R9-17-301(B)(3).

25 33. On August 9, 2012, ADHS allocated HPWG a Medical Marijuana Dispensary
26 Registration Certificate (the "Certificate"). (See Exhibit B)

27 34. After ADHS allocated HPWG the Certificate, Defendant Miller, Candice Morales
28 and Aaron Gliner (as board members and principal officers) were given Administrative Access
Codes ("Codes") to the ADHS Medical Marijuana Card Verification and Point of Sale System
Online Portal (the "Verification System") (See <https://azmmvs.azdhs.gov/login/register->

1 member.aspx?role=MEMBER).

2 35. With the Codes, Defendant Miller, Candice Morales and Aaron Gliner were, and
3 to date, are still able to log in to the Verification System as "Admins"; granting authority to edit
4 and update settings related to the HPWG dispensary within the Verification System. (See
5 Exhibit C – Screen Shot of Verification System Interface) This includes among other things, the
6 ability to void or change an individual's dispensary agent status. Under the AMMA, a dispensary
7 agent can be a principal officer, board member, employee or volunteer of a nonprofit medical
8 marijuana dispensary who is at least twenty-one years of age and has not been convicted of an
9 excluded felony offense.

10 36. HPWG was granted approval to operate a dispensary in Clifton, AZ by ADHS
11 after completing additional requirements beyond what was needed to receive a Dispensary
12 Registration Certificate. Among other things, HPWG's dispensary was required to pass
13 inspection, and further, HPWG was required to designate Dispensary Agents.

14 37. On or about April 1, 2013, Articles of Amendment were filed with the Arizona
15 Corporation Commission regarding HPWG ("April 1 Articles"). The April 1 Articles removed
16 Aaron Gliner and Defendant Miller as Members of HPWG. (See Exhibit D) The April 1
17 Articles removed Candace Morales and Defendant Miller as Managers of HPWG. The April 1
18 Articles added Kathy Sanchez and Botros M. Solimann as Members and Managers of HPWG.

19 38. As evidence of his removal from any ownership or management position with
20 HPWG, Defendant Miller executed an Assignment of Membership Interest document ("AMI")
21 that assigned all of his membership interest in HPWG over to HPWG. (See Exhibit E) Through
22 the April 1 Articles and AMI, Defendant Miller ceased to be a member or manager of HPWG or
23 have any ownership interest in HPWG, including but not limited to, HPWG's rights and property
24 or the rights derived by the Members of HPWG thereby.

25 39. Through the AMI, Defendant Miller lost his status as a Principal Officer and
26 Board Member of HPWG. Defendant Miller voluntarily relinquished his position as a Board
27 Member and Principal Officer of HPWG and assigned all of his membership interest in HPWG
28 to HPWG.

40. The April 1 Articles and AMI were submitted to ADHS along with a written request
to revoke Defendant Miller's admin access to the Verification System. However, ADHS has yet
to act on the submission and refuses to revoke Defendant Miller's access to the Verification

System, and specifically, access to HPWG's portal within the Verification System.

41. After Defendant Miller ceased to be a member and manager of HPWG, as well as, a Principal Officer or Board Member of HPWG, Defendant Miller was barred by law from accessing the Verification System on behalf of HPWG.

42. Upon information and belief, Defendant Miller continues to access the Verification System in violation of Arizona law and regulations. (URL addresses are currently being obtained to confirm where and when Miller access the verification system) Defendant Miller's objective in continuing to access the Verification System is retaliatory; to impede and disrupt HPWG Dispensary Operations in an effort to take the Dispensary out of compliance with the AMMA and ADHS Rules. Defendant Miller's continued unauthorized and improper access to the Verification System, among other things, violates Arizona Criminal Computer Tampering Statutes.

43. Despite his removal as a member and manager of HPWG, as well as, a Principal Officer and Board Member of HPWG, Defendant Miller continues to allege and assert a legal right as a Principal Officer and/or Board Member of the HPWG Dispensary in violation of Arizona law and regulations.

Natural Remedy Patient Center, LLC and the AMMA

44. On or about May 4, 2012, Articles of Organization for the limited liability company Natural Remedy Patient Center, LLC ("NRPC") were filed with the Arizona Corporation Commission. (See Exhibit F) The Articles of Organization listed Defendant De Soler, Defendant Miller, Candice Morales, Aaron Gline and Enrique Cifuentes as Members of the limited liability company NRPC. Defendant Miller and Morales were also listed as Managers of NRPC.

45. The company was formed for the purpose of dispensing marijuana in accordance and compliance with Arizona state law, regulations and rules.

46. NRPC filed an application for a Medical Marijuana Dispensary Registration Certificate ("the Application 2") with ADHS to dispense marijuana in Safford, Arizona.

47. As part of the Application 2, NRPC was required to identify each Non-Profit Medical Marijuana Dispensary Principal Officer and Board Member.

48. The Application 2 did in fact identify and list the Dispensary's Principal Officers

1 and Board Members. The Application 2 identified and listed Defendant De Soler, Defendant
2 Chris Miller (Defendant Miller), Candice Morales and Aaron Gliner, all as both Principal
3 Officers and Board Members of the Dispensary.

4 49. On August 9, 2012, ADHS allocated NRPC a Medical Marijuana Dispensary
5 Registration Certificate (the "Certificate 2") to NRPC.

6 50. After ADHS allocated NRPC the Certificate 2, Defendant De Soler, Defendant
7 Miller, Candice Morales and Aaron Gliner, in their roles as board members and principal
8 officers, were given Access Codes to the Verification System.

9 51. NRPC was granted approval to operate a dispensary in Safford, AZ by ADHS
10 after completing additional requirements beyond what was needed to receive a Dispensary
11 Registration Certificate.

12 52. On or about April 16, 2013, Articles of Amendment ("April 16 Articles") were
13 filed with the Arizona Corporation Commission regarding NRPC. The April 16 Articles
14 removed Defendant De Soler, Defendant Miller, Enrique Cifuentes and Aaron Gliner as
15 Members of NRPC. (See Exhibit G) The April 16 Articles removed Candace Morales and
16 Defendant Miller as Managers of NRPC. The April 16 Articles added Kathy Sanchez and Botros
17 M. Solimann as Members and Managers of HPWG.

18 53. As evidence of his removal from any ownership or management position with
19 NRPC, Defendant Miller executed an Assignment of Membership Interest document ("AMI 2")
20 that assigned all of his membership interest in NRPC over to NRPC. (See Exhibit H) Through
21 the April 16 Articles and AMI 2, Defendant Miller ceased to be a member or manager of NRPC
22 or have any ownership interest in NRPC, including but not limited to, any of NRPC's rights and
23 property, or the rights derived by the Members thereby.

24 54. As evidence of his removal from any ownership or management position with
25 NRPC, De Soler executed an Assignment of Membership Interest document ("AMI 3") that
26 assigned all of his membership interest in NRPC over to NRPC. (See Exhibit I) Through the
27 April 16 Articles and AMI 2, De Soler ceased to be a member of NRPC, have any ownership
28 interest in NRPC, including but not limited to, any of NRPC's rights and property, or the rights
derived by the Members thereby.

55. Through the April 16 Articles, AMI 2 and AMI 3, Defendants Miller and De
Soler lost their status as a Principal Officers and Board Members of NRPC. Defendants Miller

1 and De Soler voluntarily relinquished their positions as a Board Member and Principal Officer of
2 NRPC.

3 56. The April 16 Articles, AMI 2 and AMI 3 were submitted to ADHS along with a
4 written request to revoke Defendants De Soler and Millers' admin access to the Verification
5 System. However, ADHS has yet to act on the submission and refuses to revoke either
6 Defendant De Soler or Millers' access to the Verification System, and specifically, access to
7 NRPC's portal within the Verification System.

8 57. Upon information and belief, Defendants continue to access the Verification
9 System in violation of Arizona law and regulations. (URL Addresses are being obtained to
10 confirm access to the verification system) Defendants' unauthorized and improper access to the
11 Verification System violates Arizona Criminal Computer Tampering Statutes.

12 58. Despite removals as a members and/or managers of NRPC, Defendants continue
13 to allege and assert a legal right as a Principal Officer and/or Board Member of the NRPC
14 Dispensary in violation of Arizona law and regulations.

15 **East Valley Patient Wellness Group, LLC and the AMMA**

16 59. On or about May 4, 2012, Articles of Organization for the limited liability
17 company East Valley Patient Wellness Group, LLC ("EVPWG") were filed with the Arizona
18 Corporation Commission. (See Exhibit J) The Articles of Organization listed De Soler,
19 Defendant Miller and Enrique Cifuentes as Members of the limited liability company EVPWG.
20 Defendant Miller and Cifuentes were also listed as Managers of EVPWG.

21 60. The company was formed for the purpose of dispensing marijuana in accordance and
22 compliance with Arizona state law, regulations and rules.

23 61. EVPWG filed an application for a Medical Marijuana Dispensary Registration
24 Certificate ("the Application 3") with ADHS to dispense marijuana in or around Gilbert,
25 Arizona.

26 62. As part of the Application 3, EVPWG was required to identify each Non-Profit
27 Medical Marijuana Dispensary Principal Officer and Board Member.

28 63. The Application 3 did in fact identify and list the Dispensary's Principal Officers
and Board Members. The Application 3 identified and listed De Soler, Chris Miller (Defendant
Miller), Enrique Cifuentes, all as both Principal Officers and Board Members of the Dispensary.

64. On August 9, 2012, AZDHS allocated EVPWG a Medical Marijuana Dispensary

1 Registration Certificate (the "Certificate 3") to EVPWG.

2 65. After ADHS allocated EVPWG the Certificate 3, De Soler, Defendant Miller and
3 Cifuentes, in their roles as board members and principal officers, were given Administrative
4 Access Codes to the Verification System.

5 66. On or about April 16, 2013, Articles of Amendment ("EVPWG April 16
6 Articles") were filed with the Arizona Corporation Commission regarding EVPWG. The
7 EVPWG April 16 Articles removed De Soler, Defendant Miller and Enrique Cifuentes as
8 Members of EVPWG. (See Exhibit K) The EVPWG April 16 Articles removed Enrique
9 Cifuentes and Defendant Miller as Managers of EVPWG. The EVPWG April 16 Articles added
Kathy Sanchez and Botros M. Solimann as Members and Managers of EVPWG.

10 67. As evidence of his removal from any ownership or management position with
11 NRPC, Defendant Miller executed an Assignment of Membership Interest document ("AMI 4")
12 that assigned all of his membership interest in EVPWG over to EVPWG. (See Exhibit L)
13 Through the EVPWG April 16 Articles and AMI 4, Defendant Miller ceased to be a member or
14 manager of EVPWG, have any ownership interest in EVPWG or any of EVPWG's rights and
property.

15 68. As evidence of his removal from any ownership or management position with
16 EVPWG, De Soler executed an Assignment of Membership Interest document ("AMI 5") that
17 assigned all of his membership interest in EVPWG over to EVPWG. (See Exhibit M) Through
18 the EVPWG April 16 Articles and AMI 5, De Soler ceased to be a member of EVPWG, have
19 any ownership interest in EVPWG or any of EVPWG's rights and property.

20 69. Through the EVPWG April 16 Articles, AMI 4 and AMI 5, Defendant Miller and
21 De Soler lost their status as a Principal Officers and Board Members of NRPC. Defendant Miller
22 and De Soler voluntarily relinquished their positions as a Board Member and Principal Officer of
EVPWG.

23 70. The EVPWG April 16 Articles, AMI 4 and AMI 5 were submitted to ADHS along
24 with a written request to revoke Defendant De Soler and Millers' administrative access to the
25 Verification System. However, ADHS has yet to act on the submission and refuses to revoke
26 either Defendant De Soler or Miller's access to the Verification System, and specifically,
27 EVPWG's portal within the Verification System.

28 71. Upon information and belief, Defendants De Soler and Miller continue to access

1 the Verification System in violation of Arizona law and regulations. (URL Addresses are being
2 obtained to confirm access to the verification system) Defendants' unauthorized and improper
3 access to the Verification System violates Arizona Criminal Computer Tampering Statutes.

4 72. Despite removals as a members and/or managers of EVPWG, Defendants De
5 Soler and Miller continue to allege and assert a legal right as a Principal Officer and/or Board
6 Member of the EVPWG Dispensary in violation of Arizona law and regulations.

7 **CAUSES OF ACTION**

8 Count One: Declaratory Judgment

9 73. Plaintiffs incorporate each paragraph above into this claim.

10 74. A.R.S. § 12-1832 authorizes any person whose rights, status, or other legal
11 relations are affected by a statute to have determined any question of construction arising under
12 the statute and to obtain a declaration of rights thereunder.

13 75. Defendants' implementation of the AMMA has created uncertainty and insecurity
14 for Plaintiffs.

15 76. Plaintiffs are entitled to a judgment declaring that Defendant Christopher Miller
16 has no membership interest in Holistic Patient Wellness Group, LLC, Natural Remedy Patient
17 Center, LLC or East Valley Patient Wellness Group, LLC, and therefore, his assertion of any
18 such interest is improper and unlawful.

19 77. Plaintiffs are entitled to a judgment declaring that Defendant De Soler has no
20 membership interest in Natural Remedy Patient Center, LLC or East Valley Patient Wellness
21 Group, LLC, and therefore, his assertion of any such interest is improper and unlawful.

22 78. Plaintiffs are entitled to a judgment declaring that Defendant Christopher Miller is
23 not a Principal Officer of Board Member of any Dispensary owned or operated by Holistic
24 Patient Wellness Group, LLC, Natural Remedy Patient Center, LLC or East Valley Patient
25 Wellness Group, LLC, and therefore, his assertion of any such interest is improper and unlawful.

26 79. Plaintiffs are entitled to a judgment declaring that Defendant De Soler is not a
27 Principal Officer of Board Member of any Dispensary owned or operated by Natural Remedy
28 Patient Center, LLC or East Valley Patient Wellness Group, LLC, and therefore, his assertion of
any such interest is improper and unlawful.

80. Plaintiffs are entitled to a judgment declaring that Defendant Christopher Miller

1 and Alexander De Soler are not allowed to access the Verification System as Dispensary
2 Members of any Dispensary owned or operated by Plaintiffs, through the use of any related
3 access code.

4 81. Plaintiffs' rights, status and legal relations have been affected. Plaintiff is entitled
5 to a declaratory judgment.

6 82. As a direct and proximate result of Defendants actions, Plaintiff is suffering
7 serious and irreparable harm.

8 WHEREFORE, based on the foregoing, Plaintiffs request this Court review Plaintiffs'
9 Complaint for Declaratory Judgment and order relief as follows:

- 10 (a) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 *et*
11 *seq*, declaring that Defendant Christopher Miller has no membership interest in
12 **Holistic Patient Wellness Group, LLC, Natural Remedy Patient Center,**
13 **LLC or East Valley Patient Wellness Group, LLC**, and therefore, his assertion
14 of any such interest is improper and unlawful;
- 15 (b) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 *et*
16 *seq*, declaring that Defendant De Soler has no membership interest in **Natural**
17 **Remedy Patient Center, LLC or East Valley Patient Wellness Group, LLC**,
18 and therefore, his assertion of any such interest is improper and unlawful.
- 19 (c) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 *et*
20 *seq*, Defendant Christopher Miller is not a Principal Officer of Board Member of
21 any Dispensary owned or operated by Holistic Patient Wellness Group, LLC,
22 Natural Remedy Patient Center, LLC or East Valley Patient Wellness Group,
23 LLC, and therefore, his assertion of any such interest is improper and unlawful.
- 24 (d) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 *et*
25 *seq*, Defendant De Soler is not a Principal Officer of Board Member of any
26 Dispensary owned or operated by Natural Remedy Patient Center, LLC or East
27 Valley Patient Wellness Group, LLC, and therefore, his assertion of any such
28 interest is improper and unlawful.
- (e) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 *et*
seq, Plaintiffs are entitled to a judgment against the State of Arizona declaring
that Defendant Christopher Miller and Alexander De Soler are not allowed to

1 access the Verification System as Dispensary Members of any Dispensary owned
2 or operated by Plaintiffs.

3 (f) For Plaintiffs' reasonable attorney fees, if this matter is contested;

4 (g) Other relief as the Court may deem proper.

5 Count Two: Injunctive Relief

6 83. Plaintiff incorporates each paragraph above into this claim.

7 84. Pursuant to A.R.S. § 12-1801 *et seq*, this Court has inherent power and
8 authority to grant injunctive relief when the applicant is entitled to the relief demanded and
9 such relief is required to restrain some prejudicial act, or a party is acting in violation of the
10 rights of the applicant or when the applicant is entitled to an injunction under principles of
11 equity.

12 85. As set forth above, Defendants De Soler and Miller have willfully and
13 maliciously attempted to sabotage Plaintiffs' interests in Arizona Medical Marijuana
14 Dispensaries by accessing the ADHS online verification system as an illegitimate
15 Dispensary Member, despite assigning any and all membership interests in the legal entities
16 holding title to the Dispensary Certificates. The State of Arizona Defendants have
17 affirmatively and passively assisted Miller and De Soler in their efforts. The State of
18 Arizona Defendants have a duty to thwart their efforts.

19 86. Defendants De Soler and Miller' unauthorized access into the ADHS online
20 verification system as a Dispensary Member is improper, illegal and a violation of Arizona
21 Criminal Statutes.

22 87. Defendants' unauthorized access into the ADHS online verification system and
23 assertion of an ownership interest or any other interest in Plaintiffs' medical marijuana
24 dispensaries can result in the revocation of Plaintiffs' medical marijuana licenses.

25 88. Plaintiffs' medical marijuana licenses can be revoked by the State of Arizona
26 For Defendants' unauthorized access into the ADHS online verification system and assertion
27 of an ownership interest or any other interest in Plaintiffs' medical marijuana dispensaries.
28 A.A.C. §R9-17-322.

89. If any of Plaintiffs' licenses to dispense or grow marijuana are revoked, the
State may use that fact as the basis for denying any future application or license to grow

1 medical marijuana under A.A.C. §R9-17-322.

2 90. Plaintiffs have suffered irreparable injury, or there is a substantial likelihood that
3 they will continue to suffer substantial irreparable injury as a result of Defendant's illegal
4 conduct if Defendants are not restrained from violating Arizona law, rules and regulations,
5 including various criminal statutes.

6 91. Plaintiffs have suffered, and will continue to suffer after the conclusion of this
7 lawsuit, irreparable injury in the form of AMMA Dispensary license revocations if this
8 Court does not restrain Defendants from violating Arizona law, rules and regulations,
9 including various criminal statutes.

10 92. Plaintiffs have no adequate remedy at law to protect their various Arizona
11 Medical Marijuana licenses from possible revocation by the State and possible bar to ever
12 obtaining another such license, if the illegal actions of Defendants are not restrained.

13 93. Defendants illegal, rogue actions place Plaintiffs' financial well-being at
14 Severe risk and could cause Plaintiffs to lose at a minimum, substantial market share, in
15 addition to suffering other irreparable injury, the full amount of which is incalculable at this
16 time.

17 94. Plaintiffs are entitled to permanent injunctive relief to restrain
18 Defendants' wrongful conduct.

19 WHEREFORE, Plaintiffs' respectfully request that the Court enter permanent injunctive
20 relief as follows:

- 21 (a) The Court issue an order revoking Defendant Chris Miller's access to the ADHS
22 verification system.
- 23 (b) The Court issue an order revoking Defendant Chris Miller's Dispensary Agent
24 Registry Identification Card.
- 25 (c) The Court issue an order revoking Defendant Chris Miller's access to the ADHS
26 verification system.
- 27 (d) The Court issue an order revoking Defendant Alexander De Soler's access to the
28 ADHS verification system.
- (e) The Court issue an order revoking Defendant Alexander De Soler's Dispensary
Agent Registry Identification Card.

1
2 VERIFICATION

3 STATE OF ARIZONA)
4 County of Maricopa) ss.

5 I, Kathy Sanchez, being first duly sworn, say that:

- 6 1. I am the Managing Member of Plaintiffs Holistic Patient Wellness Group, LLC East
7 Valley Patient Wellness Group and Natural Patient Remedy Center -Limited Liability
8 Companies in the above entitled matter and as such am authorized to make this
9 verification;
10 2. I have read the foregoing Complaint and know the contents thereof;
11 3. The same is true of my own knowledge, except as to those matters alleged upon
12 information and belief and as to those matters, I believe them to be true.

13 
Kathy Sanchez

14 SUBSCRIBED AND SWORN to before me this 11th day of April, 2014 by Kathy
15 Sanchez.

16 
17 Notary Public



21 My Commission Expires

22 10/31/15
23
24
25
26
27
28

EXHIBIT A

MAY 30 2012

HOLISTIC PATIENT WELLNESS GROUP, LLC

FILED 1764721-0

1. **Name.** The name of this limited liability company is HOLISTIC PATIENT WELLNESS GROUP, LLC.
2. **Known Place of Business.** The address of the known place of business of this limited liability company is 1307 East Southern Avenue, Mesa Arizona 85204.
3. **Statutory Agent.** The name and business address of the initial agent for service of process for this limited liability company is Kevin Stone, 1307 E Southern Ave, Mesa, AZ 85204. The agent for service of process is not responsible for failing to notify the limited liability company of any service of process or correspondence received by the agent for service of process for the limited liability company if the limited liability company changes its address and fails to notify the agent for service of process of the change by sending a written notice of address change to the agent for service of process at its address on file with the Arizona Corporation Commission.
4. **Form of Management.** Management of the limited liability company is vested in a Manager or Managers.
5. **Managers.** The names and addresses of the Managers of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizona 85201 and (b) Candice Morales, 5413 East Harmony Avenue, Mesa, Arizona 85206.
6. **Members.** The names and addresses of each Member who owns a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizona 85201, (b) Candice Morales, 5413 East Harmony Avenue, Mesa, Arizona 85206, (c) Aaron Gliner, 7648 North 18th Avenue, Phoenix, Arizona 85021.
7. **Indemnification of Members and Managers.** The limited liability company must indemnify its members and managers as provided in the Operating Agreement signed by all of the members.
8. **Limitations on Limited Liability Company Action.** The limited liability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the limited liability company's Operating Agreement signed by all of the members:
 - a. Alter any purpose for which the limited liability company was formed.
 - b. Change the life of the limited liability company from perpetual to a shorter term.
 - c. Admit any member who is not listed in the original Articles of Organization filed with the Arizona Commission to form the limited liability company.
 - d. Require any member to contribute money or property to the limited liability company.
 - e. Withdraw any capital contributions made to the limited liability company.
 - f. Change the percentage interests of any member in the profits, losses, distributions and ownership of

the limited liability company.

- g. After the allocation of profits, losses or distributions to any member.
- h. After the accounting method adopted by the limited liability company.
- i. Vote on any issue affecting the limited liability company, a member or a manager.
- j. Elect or remove any manager.
- k. Engage in any action that requires the approval of the members.
- l. Engage in any action that is expressly prohibited in the Operating Agreement.

~~m. Transfer all or a portion of the member's interest in the limited liability company. Any attempt to transfer all or any portion of a member's interest in the limited liability company that does not comply with the applicable provisions in the Operating Agreement will be null and void. An assignee of all or a portion of a member's interest in the limited liability company will not become a member of the limited liability company or have any right to participate in the management or the affairs of the limited liability company except as provided in the Operating Agreement. Assignees specifically waive any rights to become a member of this limited liability company that may be provided pursuant to Arizona Revised Statutes Section 29-732.~~

- n. Allow a member to retire or withdraw voluntarily as a member.
- o. Assign all or any portion of a member's interest in the limited liability company.
- p. Dissolve the limited liability company.

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign an Operating Agreement.

CONSENT OF STATUTORY AGENT

Kevin Stone having been designated to act as Statutory Agent hereby consents to act in that capacity until removed by the limited liability company or resigning in accordance with the Arizona Revised Statutes.


Statutory Agent (Signature)

5-30-12
Date

EXHIBIT B



**Arizona Department of Health Services
Office of Inspection and Compliance
Medical Marijuana Program**

HOLISTIC PATIENT WELLNESS GROUP
1307 E SOUTHERN AVE
MESA, AZ 85204

To Whom It May Concern:

Your Dispensary Registration Application indicated below has been selected and allocated a Dispensary Registration Certificate by the Arizona Department of Health Services.

Dispensary Name: HOLISTIC PATIENT WELLNESS GROUP
Application ID#: AZDS000000476
CHAA#/Name: 83 - Duncan/Morenci

Your Dispensary Registration Certificate Number is: 00000019DCGM00234427, please include this number on any future correspondence.

Before receiving the allocated Dispensary Registration Certificate, the dispensary must first submit a Dispensary Agent Application for each Principal Officer and Board Member for whom fingerprints were submitted. Your Dispensary Registration Certificate will be mailed to the dispensary along with the first approved Dispensary Member Registry Identification Card. For Dispensary Agent Application instructions and access to the Dispensary Point of Sale (POS) and Card Verification System, visit <http://www.azdhs.gov/medicalmarijuana/agents/index.htm>. Dispensary Agent Applications are located on the same system as the Dispensary POS and Card Verification System interface. In order to access this system, the dispensary member needs to register and create a Log In Account using their individual access code provided below.

FIRST NAME	MIDDLE INITIAL	LAST NAME	ACCESS CODE
CHRIS	A	MILLER	2FFF51E68F52DE3FF45A96D69615AD22
CANDICE	M	MORALES	B6B5E01F7C7A631658C77815ECF8AFA5
AARON	G	GLINER	7E54047084342508BF7244353303DFD3

If you have any questions, please contact the Arizona Medical Marijuana Program at 602-364-0857 or email m2dispensaries@azdhs.gov.

Thank you,
Arizona Department of Health Services
Arizona Medical Marijuana Program

Thursday, August 09, 2012

EXHIBIT C

Dispensary Employees

If an employee is listed twice, it means they have accessed the system, they have a Dispensary Card, but they have not associated their card with their account yet.

First Name	Last Name	Email	Card Number	Card Status	Expiration Date	Role	Last Accessed Verification
JUSTIN	ABBATE	justin.abbate@me.com	0072703DAY1299098001	VOID	10/29/2014	AGENT	Terminate Employment
ALAN	ABRAMS	branniganmarc@yahoo.com	0069021DAIQ192911001	VOID	9/19/2014	AGENT	Terminate Employment
BEN	ARMSTRONG	sqftage@gmail.com	0069430DAMV349001001	VOID	9/24/2014	AGENT	Terminate Employment
MARC	BRANNIGAN	branniganmarc@yahoo.com	0070009DALO907919001	VOID	9/28/2014	AGENT	Terminate Employment
TREVOR	BURBANK	trevor4precisionroofing@hotmail.com	0068942DAQC750420001	VOID	9/19/2014	AGENT	Terminate Employment
CAROLYN	BYRD	cat4byrd113@gmail.com	0064321DAMS472419001	ACTIVE	3/13/2015	AGENT	Terminate Employment
CHRISTOPHER	CARRA	christophercarr@yahoo.com	0072921DAUL415617001	VOID	10/31/2014	AGENT	Terminate Employment
ALEXANDER	DE SOLER	dralex@naturopathicmedicalsolutions.com	0059909DAIY516790002	ACTIVE	7/24/2014	AGENT	Terminate Employment
MARISSA	DELGADO	m_delgado16@hotmail.com	0084432DAMJ966278001	ACTIVE	3/14/2015	AGENT	Terminate Employment
PASCAL	DESILIO	pascaldesilio01@gmail.com	0082628DACM263720001	ACTIVE	2/28/2015	AGENT	Terminate Employment
JOSE	GOMEZ MERCADO	kathysanchez71@gmail.com	0078692DAPQ181141001	VOID	1/18/2015	AGENT	Terminate Employment
AMY	GRAHAM	amygreensky@gmail.com	0068427DAUM378181001	ACTIVE	9/12/2014	AGENT	Terminate Employment
RICHARD	GWILLIAM	scoftgwill@yahoo.com	0070136DANT412574001	VOID	10/1/2014	AGENT	Terminate Employment
TERRY	HIGGINS	dukedawg153@gmail.com	0084315DASS090515001	ACTIVE	3/13/2015	AGENT	Terminate

NADHIR	ISHAK	kingsupinsmokeshop@live.com	0076073DAJ0329075001	VOID	12/11/2014	AGENT	Employment
							Terminate Employment
VALERA	KNIGHT	valerak1@aol.com	00693833DAQE428370001	VOID	7/19/2014	AGENT	Terminate Employment
THOMAS	LYNDE	kathysanchez71@gmail.com	0076691DAYN385010001	VOID	1/18/2015	AGENT	Terminate Employment
ANTONIO	MIHALIK	kathysanchez71@gmail.com	0076690DASG435242001	VOID	1/18/2015	AGENT	Terminate Employment
CHRIS	MILLER	megotropolis@gmail.com			1/1/0001	ADMIN	3/13/2014 8:00 38 PM
CANDICE	MORALES	kathysanchez71@gmail.com	0059908DAZH501180002	ACTIVE	5/25/2014	ADMIN	
CANDICE	MORALES	davidsanchez1229@gmail.com			1/1/0001	ADMIN	3/14/2014 12:49:03 PM
RUDI	NEUMANN	rudi_3@hotmail.com	0071991DATK987839001	VOID	10/19/2014	AGENT	Terminate Employment
GEETA	PAHWA	rockypahwa@cox.net	0075581DAYE981714001	ACTIVE	12/3/2014	AGENT	Terminate Employment
RAKESH	PAHWA	rockypahwa@cox.net	0043180DAYL134467003	ACTIVE	10/23/2014	AGENT	Terminate Employment
NATHANIEL	PAIGE	nate.paige0924@gmail.com	0080289DAYK736450001	ACTIVE	2/5/2015	AGENT	Terminate Employment
DUKE	RODRIGUEZ	duke@sofobyduke.com	0063832DAMW556794001	VOID	7/19/2014	AGENT	Terminate Employment
KATHY	SANCHEZ	kathysanchez71@gmail.com	0059984DAQR988481001	ACTIVE	5/25/2014	AGENT	Terminate Employment
ROBERT	SHRADER	bcshrader@yahoo.com	0081862DACW498720001	ACTIVE	2/20/2015	AGENT	Terminate Employment
MICHAEL	SIFFERT	trevor4precisionroofing@hotmail.com	0070138DABH096063001	VOID	10/1/2014	AGENT	Terminate Employment
CLINTON	SMITH	weightlifting400@gmail.com	0068127DAVE288120001	ACTIVE	9/10/2014	AGENT	Terminate Employment
BOTROS	SOLIMAN	Tikeman5@yahoo.com	0064535DALV418293001	VOID	7/27/2014	ADMIN	
THOMAS	TOMLIN	lontjtomlin@yahoo.com	0068128DAEO065565001	ACTIVE	9/10/2014	AGENT	Terminate Employment
PETER	VERCHICK	kathysanchez71@gmail.com	0081863DACJ501102001	ACTIVE	2/20/2015	AGENT	Terminate Employment
SHADI	ZAKI	shadizaky@gmail.com	0083242DAHO767616001	ACTIVE	3/5/2015	AGENT	Terminate Employment

EXHIBIT D

APR 16 2013

APR 16 2013

FILE NO. L-1764721-0

FILE NO. L-1764721-0

ARTICLES OF AMENDMENT
Read the Instructions 1012

AZ CORPORATION COMMISSION
FILED

APR 16 2013

1. ENTITY NAME - give the exact name of the LLC as currently shown in A.C.C. records:

HOLISTIC PATIENT WELLNESS GROUP, LLC

2. A.C.C. FILE NUMBER: L-1764721-0

Put the A.C.C. file number on the upper right of the document OR on our website at: FILE NO. L-1764721-0

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND
COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

3. ☐ ENTITY NAME CHANGE - type or print the exact NEW name of the LLC in the space below:

4. ☐ ADDITIONAL CHANGES (CHANGE THE MEMBERS) - see Instructions 1012 - See one block per person - FOR REQUESTING
CURRENTLY IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new
information for that member (new name and/or address). Use check all boxes that apply to indicate the changes being made for
that member. FOR NEW MEMBERS - in a separate block, list the name in the first blank block and give the address, and check
the appropriate box. If more space is needed, complete and attach the Additional Attachment for Members form 1014.

CANDICE MORALES WATKINS 5415 E HARMONY AVE PHOENIX 100 E SOUTHERN AVE MEAD TENSE AZ 85004 <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member		CHRISTINA BATHROOM-GOLDMAN 1211 N. Country Club #6 PHOENIX 100 E SOUTHERN AVE MEAD AZ 85004 <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member	
AARON OLIVER 1648 N. 17th AVE PHOENIX 100 E SOUTHERN AVE MEAD AZ 85004 <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member		ANITA HARRISON 100 E SOUTHERN AVE MEAD AZ 85004 <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member	

6. ☒ **MANAGER CHANGE (FORMER 111 FORMS)** - Use one block per person - FOR MANAGERS CURRENTLY SHOWN IN ACC RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address). List down all names first, then to indicate the change being made for that manager. FOR NEW INFORMATION - In subsequent blocks, list the name in the NEW block above and give the location, list check the appropriate box. If there is a change, complete and attach the Attachment Attachment for Managers Form 111-1.

CANDICE MORALES			CHENG MEI LIN		
New records show in the records			New records show in the records		
KARIN BOUTCHIEZ			DATON H. BOUTCHIEZ		
1111 BOUTCHIEZ AVE			1111 BOUTCHIEZ AVE		
5413 E. HANCOCK AVE			1211 N. Country Club Rd		
New records			New records		
AZ 85004			AZ 85004		
City			City		
State			State		
Zip			Zip		
<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as manager <input checked="" type="checkbox"/> Remove manager			<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as manager <input checked="" type="checkbox"/> Remove manager		

6. ☐ **MANAGERIAL BYLAWS CHANGE** - see Instructions 111-1 - check only one box below and follow instructions:
☐ **CHANGING TO MANAGER-MANAGED LLC** - complete and attach the Managerial Bylaws Attachment Form 111-2. This filing will be rejected if it is submitted without the attachment.
☐ **CHANGING TO MEMBER-MANAGED LLC** - complete and attach the Member Bylaws Attachment Form 111-3. This filing will be rejected if it is submitted without the attachment.

7. ☒ **BOOKKEEPING AGENT CHANGE - NEW AGENT APPOINTED** - see Instructions 111-1:

7.1 APPOINTED - give the name (can be an individual or an entity) and physical or legal address (not a P.O. Box) in Arizona of the NEW statutory agent.		7.2 OFFICIAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):	
WHY PAY A LAWYER LLC			
RICHARD GERRY			
1414 S. MCINTOCK			
STATE 112			
TEMPE		85212	
City		Zip	
7.3 REQUIRED - the Statutory Agent Appointment Form 111-1 must be submitted along with this Action of Amendment.			

8. ☒ **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT** - complete 8.1 and/or 8.2:

8.1 NEW PHYSICAL OR LEGAL ADDRESS (not a P.O. Box) in Arizona of the existing statutory agent:		8.2 NEW MAILING ADDRESS IN ARIZONA OF THE AGENT (can be a P.O. Box):	
WHY PAY A LAWYER LLC		WHY PAY A LAWYER LLC	
RICHARD GERRY		RICHARD GERRY	
1414 S. MCINTOCK		1414 S. MCINTOCK	
STATE 112		STATE 112	
TEMPE		85212	
City		Zip	

5. ☒ **MANAGER CHANGE (CHANGE IN MANAGERS)** - Use only once per person - FOR MANAGERS CURRENTLY SHOWN IN A.D.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - in a separate block, list the name in the NEW Manager block, and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Manager's form L043.

Name currently shown in A.D.C. records Kathy Sanchez		Name currently shown in A.D.C. records JOSEPH M SOLIMAN	
Address 1307 E. Southern Ave		Address 1307 E Southern Ave	
Address 2 (optional) MESA	City APR	Address 2 (optional) AC	City APR
State AZ	Zip 85204	State AZ	Zip 85204
Country <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Name change <input type="checkbox"/> Remove manager		Country <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Name change <input type="checkbox"/> Remove manager	

6. ☐ **MANAGEMENT STRUCTURE CHANGE** - see Instructions L0150 - check only one box below and follow instructions:
☐ **CHANGING TO MANAGER-MANAGED LLC** - complete and attach the Manager Structure Attachment form L040. The filing will be rejected if it is submitted without the attachment.
☐ **CHANGING TO MEMBER-MANAGED LLC** - complete and attach the Member Structure Attachment form L041. The filing will be rejected if it is submitted without the attachment.

7. ☐ **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - see Instructions L0150

7.1. REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent:		7.2. OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):	
Statutory Agent Name (required)			
Mailing address (optional)		Mailing address (optional)	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	State	City	State
Zip		Zip	
7.3. REQUIRED - the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Amendment.			

8. ☐ **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT** - complete 8.1 and/or 8.2:

8.1. NEW physical or street address (not a P.O. Box) in Arizona of the existing statutory agent:		8.2. NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):	
Mailing address (optional)		Mailing address (optional)	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	State	City	State
Zip		Zip	

2. ☐ ADDRESS KNOWN PLACE OF BUSINESS ADDRESS CHANGE

2.1 Is the NEW Address known place of business within the state or has street address of this statutory agent?

- ☐ Yes - go to number 10 and continue
☒ No - go to number 9.2 and continue

2.2 If you answered "No" to number 2.1, give the NEW physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona

HOLISTIC PATIENT WELLNESS GROUP, LLC		
Address (physical)		
1307 E SOUTHWEST AVE		
City/State		
MEGA	AZ	85204
City	State	Zip
Country		

3. ☐ STRUCTURE CHANGE - check one to indicate the major question or the period of the LLC:

- ☒ Permitted
☐ The LLC's life period will end on this date: _____ (enter a date - mm/dd/yyyy)
☐ The LLC's life period will end upon the occurrence of this event: _____ (describe the event)

4. ☐ ENTITY TYPE CHANGE - If changing entity type, check one and follow instructions:

- ☐ Changing to a PROFESSIONAL LLC - number 12 must also be completed.
☐ Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

5. ☐ PROFESSIONAL SERVICES CHANGE - describe the NEW type of professional services the professional LLC will render

6. ☐ OTHER AMENDMENT - If an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the LLC's written amendment.

NOTARIAL By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Kathy Sanchez Kathy Sanchez 4-8-13
 Signature Printed Name Date

NOTARIAL - check only one and fill in the corresponding blank if signing for an entity:

<input checked="" type="checkbox"/> This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named: <u>KATHY SANCHEZ</u>	<input type="checkbox"/> This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity manager named: _____
---	--

Filing Fee: \$15.00 (regular processing)
 Expedited processing - add \$35.00 to filing fee.
 All fees are non-refundable - see instructions.
 Note: In Arizona, only LLCs formed only for purposes of conducting business in Arizona are eligible for expedited processing. You cannot use expedited processing for LLCs formed for purposes other than conducting business in Arizona.
 In the interests of your business, all documents filed with the Arizona Corporation Commission are a public, unrecorded document for public inspection. If you have questions after reading this document, please call 602-255-0000 or please email questions@azcc.gov.

AMENDMENT ATTACHMENT FOR MEMBERS

- ENTITY NAME** - give the exact name of the LLC as currently shown in A.C.C. records.
Holistic Patient Wellness Group LLC
- A.C.C. FILE NUMBER:** L-1764721-0
Has the A.C.C. file number on the upper right of this document OR on our website at: <http://www.aacounty.com/Online/Corporations>
- Check one box only to indicate what document the Attachment goes with:
☒ Articles of Amendment ☐ Articles of Amendment to Application for Registration
- MEMBER CHANGE** - see one block per person - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. **FOR NEW MEMBERS** - in a separate block, list the name in the NEW NAME block and give the address, and check the appropriate box. If more space is needed, see another Attachment for Members form.

OLD NAME/NAME IN ACC RECORDS BETHY J. JAMES 1307 E. Southern Ave ADDRESS 1			NEW NAME/NAME IN ACC RECORDS Beth M. Soliman 1307 E Southern Ave ADDRESS 1		
MEMBER'S BUSINESS WESA	A2	95204	MEMBER'S BUSINESS WESA	A2	95204
OLD <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member			NEW <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member		
NEW NAME/NAME IN ACC RECORDS NEW NAME ADDRESS 1 ADDRESS 2 (optional) OLD NEW			NEW NAME/NAME IN ACC RECORDS NEW NAME ADDRESS 1 ADDRESS 2 (optional) OLD NEW		
OLD <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member			NEW <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member		

STATUTORY AGENT ACCEPTANCE

Please read Instructions 80022

1. **ENTITY NAME** - give the exact name in Arkansas of the corporation or LLC that has appointed the Statutory Agent:

HOLISTIC PATIENT WELLNESS GROUP, LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AR) L-1764721-0

Find the A.C.C. file number on the upper corner of that document (it is on the bottom of the document if it is a renewal)

3. **STATUTORY AGENT NAME** - give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity):

WHY PAY A LAWYER LLC

3.1 Check one item:

- ☐ The statutory agent is an Individual (natural person).
☒ The statutory agent is an Entity.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever comes first.

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arkansas law.

☒ I ACCEPT

Richard S Bostay 7-1-14

REQUIRED - check only once

☐ I am the statutory agent. I am signing on behalf of myself as the individual.

☐ I am the statutory agent. I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fee: none (reg. later processing)

Expedited processing - (available only if this form is submitted by mail) add \$35.00 to filing fee. All fees are non-refundable - see Instructions.

Mail: Arkansas Corporation Commission - Corporate Filing Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-942-4280

Please be advised that A.C.C. does not accept any documents or filings received by electronic means. You should not provide legal counsel for those entities that may provide to the individual operator of your business. All documents filed with the Arkansas Corporation Commission are subject to public inspection. If you have questions after reading the Instructions please call 1-800-333-3333 or (outside Arkansas only) 602-942-4280.

AR0004
Rev. 2009

Arkansas Corporation Commission - Corporate Filing Section
Page 4 of 5

EXHIBIT E

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT, is effective as of April 1, 2013 (the "Effective Date"), by and among Chris Miller ("Chris") and Holistic Patient Wellness Group, an Arizona limited liability company (the "Company").

RECITALS

- A. Chris is a member of the Company.
- B. Chris desires to transfer and convey 20 percentage interests in the profits, losses, distributions and the right to vote and participate in the management of the Company (collectively the "LLC Interest").
- C. Chris desires to assign all of Chris's right, title, and interest in and to the LLC Interest to Company and withdraw from the Company.
- D. The Company desires to accept the LLC Interest.

NOW, THEREFORE, this Assignment is made in consideration of the premises, warranties, and mutual covenants set forth herein; and each of the parties to this Assignment agrees as follows:

1. **Assignment of LLC Interest.** For value received, the receipt and sufficiency of which are hereby acknowledged, Chris hereby sells, transfers, conveys, and assigns to Company as of the Effective Date, all of Chris's right, title, and interest in and to the LLC Interest and all of Chris's rights as a member of the Company with respect to the LLC Interest, including, without limitation, all rights of Chris to receive monies and other property or assets under the Operating Agreement.

2. **Termination.** Chris hereby withdraws from the Company and resigns as a Member and Manager of the Company as of the Effective Date.

3. **Effect of Assignment.** As of the Effective Date, Chris's Capital Account associated with the LLC Interest is transferred to Company. From and after the Effective Date, the portion of the profits and losses of the Company and the portions of all other items of income, gain, loss, deduction, or credit allocable to the LLC Interest on or after the Effective Date shall be credited or charged, as the case may be, to Company and not to Chris. Company shall be entitled to all distributions or payments in respect to the LLC Interest made on or after the Effective Date, regardless of the source of those distributions or payments or when the same was earned or received by the Company. Nothing in this Assignment will affect the allocation to Chris of profits, losses, and other items of income, gain, loss, deduction, or credit allocable to the LLC Interest and attributable to any period before the Effective Date or any distribution or payments made to Chris in respect of the LLC Interest before the Effective Date. Notwithstanding anything herein to the contrary, Chris will not be entitled to any distributions or payments of money or property from the Company except as expressly provided in this Agreement.

4. Representations of Chris. As of the Effective Date of this Agreement, Chris represents and warrants to Company that:

a. This Assignment has been duly signed and delivered by Chris, and is a valid and binding obligation of Chris, enforceable in accordance with its terms.

b. Chris is the sole owner of the LLC Interest.

c. Chris has full legal and equitable title to the LLC Interest and the absolute right to sell, assign, transfer and deliver the LLC Interest to Company free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever. Upon consummation of the transaction provided for in this Agreement, Chris will have delivered to Company full legal and equitable title to all of the LLC Interest, free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever.

d. There are no options or warrants or convertible or exchangeable securities, or other agreements that require the payment of money, or upon the passage of time or upon the occurrence of any other event, may require the Company or Company to sell or issue any interest in the Company.

e. The LLC Interest constitutes all of Chris's ownership interest in and to the Company.

f. There have been no events, transactions or information that has come to the attention of Chris (other than matters in the public domain) that could be expected to have a material adverse effect on the business or operations of the Company.

5. Release of Claims. Each party to this agreement hereby releases the other party from any and all claims a party may have against the other party.

6. Assumption of Operating Agreement. As of the Effective Date, Company assumes and agrees to be legally bound by the Operating Agreement as a member of the Company.

7. Future Cooperation. Chris and Company will cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and will sign any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the transaction evidenced by this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless signed in writing by all parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any

other provision (whether or not similar). Nor shall a waiver constitute a continuing waiver unless otherwise expressly provided.

10. Governing Law. This Assignment will be governed by the laws of the State of Arizona, without giving effect to principles of conflict of laws of that state. The sole place of venue for any dispute arising out of or related to this Agreement shall be Maricopa County, Arizona.

11. Attorneys' Fees. In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the action or proceeding, including, but not limited to, reasonable attorneys' fees.

12. Representation by Counsel. Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of the party's choice. The parties acknowledge that the law firm of KEYTLaw, L.L.C., and Richard Keyt (collectively the "Firm"), have acted as attorneys only for the Company and not as attorneys for any other party. The Firm advises Chris Miller to obtain other legal counsel to advise Chris Miller with respect to this Agreement, the documents referred to here and the legal consequences of this Agreement and the other documents. This Agreement has been negotiated among the parties and if there is any ambiguity, no presumption construing the Agreement against a party shall be imposed because this Agreement was prepared by counsel for the party or counsel for another party.

13. Survival of Representations and Warranties. All of the representations, warranties, covenants, and terms contained in this Agreement made by one party to another, and in any documents, certificates, or other instruments delivered by or on behalf of one party to another party pursuant to this Agreement or in connection with the transactions contemplated herein, are true as of the Effective Date and will survive the assignment of the LLC Interest. No investigation by or on behalf of a party shall constitute a waiver as to enforcement of any representation or warranty contained herein, or a waiver as to any indemnification to which a party may be entitled under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment as of the date first written above, to be effective as of such date.


Chris Miller

"Chris"

Holistic Patient Wellness Group, an Arizona
limited liability company

By: [Signature]
Kathy Sanchez, Manager

"Company"

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on 02/26/14,
2014, by Chris Miller.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

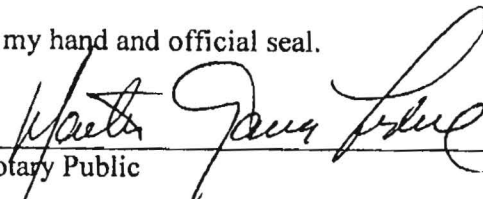
My Commission Expires: OCT. 15th 2016



STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March 20, 2014, by Kathy Sanchez.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires: 07-07-14



EXHIBIT F

RECEIVED
FILED

U.S. DEPT. OF JUSTICE
MAY 14 1992
03883589

MAY 04 2012
FILED
U.S. DEPT. OF JUSTICE
U.S. DEPT. OF ORGANIZATION

NATURAL REMEDY PATENT CENTER, LLC

1. Name. The name of this limited liability company is Natural Remedy Patent Center, LLC.

2. Known Place of Business. The address of the known place of business of this limited liability company is 1307 East Southern Avenue, Mesa Arizona 85204.

3. Statutory Agent. The name and business address of the initial agent for service of process for this limited liability company is KRYTLAW, L.L.C., 3001 East Camelback, Suite 130, Phoenix, Arizona 85016. The agent for service of process is not responsible for failing to notify the limited liability company of any service of process or correspondence received by the agent for service of process for the limited liability company if the limited liability company changes its address and fails to notify the agent for service of process of the change by sending a written notice of address change to the agent for service of process at its address on file with the Arizona Corporation Commission.

4. Form of Management. Management of the limited liability company is vested in a Manager or Managers.

5. Managers. The names and addresses of the Managers of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizona 85201 and (b) Candice Morales, 5413 East Harmony Avenue, Mesa, Arizona 85206.

6. Members. The names and addresses of each Member who owns a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizona 85201, (b) Boreque Chienkai, 2727 West Baseline Road, Tempe, Arizona 85283, (c) Candice Morales, 5413 East Harmony Avenue, Mesa, Arizona 85206, (d) Aaron Oliver, 7648 North 18th Avenue, Phoenix, Arizona 85021 and (e) Alice De Soler, 2879 South Key Biscayne, Gilbert, Arizona 85295.

7. Indemnification of Members and Managers. The limited liability company must indemnify its members and managers as provided in the Operating Agreement signed by all of the members.

8. Limitations on Limited Liability Company Actions. The limited liability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the limited liability company's Operating Agreement signed by all of the members:

a. After any purpose for which the limited liability company was formed.

- h. Change the life of the limited liability company from perpetual to a shorter term.
- i. Admit any member who is not listed in the original Articles of Organization filed with the Arizona Corporation Commission to form the limited liability company.
- j. Require any member to contribute money or property to the limited liability company.
- k. Withdraw any capital contributions made to the limited liability company.
- l. Change the percentage interests of any member in the profits, losses, distributions and ownership of the limited liability company.
- m. Alter the allocation of profits, losses or distributions to any member.
- n. Alter the accounting method adopted by the limited liability company.
- o. Vote on any terms affecting the limited liability company, a member or a manager.
- p. Elect or remove any manager.
- q. Engage in any action that requires the approval of the members.
- r. Engage in any action that is expressly prohibited in the Operating Agreement.
- s. Transfer all or a portion of the member's interest in the limited liability company. Any attempt to transfer all or any portion of a member's interest in the limited liability company that does not comply with the applicable provisions in the Operating Agreement will be null and void. An assignee of all or a portion of a member's interest in the limited liability company will not become a member of the limited liability company or have any right to participate in the management or the affairs of the limited liability company except as provided in the Operating Agreement. Assignees specifically waive any rights to become a member of the limited liability company that may be provided pursuant to Arizona Revised Statutes Section 29-732.
- t. Allow a member to retire or withdraw voluntarily as a member.
- u. Assign all or any portion of a member's interest in the limited liability company.
- v. Dissolve the limited liability company.

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign an Operating Agreement.

Dated: May 4, 2012.


Richard Keyt

CONSENT OF STATUTORY AGENT

KEYTLaw, L.L.C., an Arizona limited liability company, having been designated to act as Statutory Agent hereby consents to act in that capacity until removed by the Limited Liability company or resigning in accordance with the Arizona Revised Statutes.

KEYTLaw, L.L.C., an Arizona limited
liability company

By: 
Richard Keyt, Manager

EXHIBIT G

APR 8 2013

FILE NO. L-1759191-0

APR 8 2013

FILE NO. L-1759191-0

APR 1 8 2013

ARTICLE OF AMENDMENT
Read the Instructions 1.213

1. ENTITY NAME -- give the exact name of the LLC as currently shown in A.C.C. records.

NATURAL REMEDY PATIENT CENTER, LLC

FILE NO. L-1759191-0

2. A.C.C. FILE NUMBER:
- L-1759191-0

Put the A.C.C. file number on the rear cover of this document OR on our website at: <http://www.AZCorpComm.com>CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND
COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

- 3.
- ☐
- ENTITY NAME CHANGE -- type or print the exact NEW name of the LLC in the space below:

- 4.
- ☐
- PROPOSED CHANGE (change in membership) -- use Instructions 1.213 -- Use one block per person -- FOR MEMBERS
-
- CURRENTLY SHOWN IN A.C.C. RECORDS -- list the names of each member being changed, and below that provide any new
-
- information for that member (increase or other address, then check all boxes that apply to indicate the change being made for
-
- that member. FOR NEW MEMBERS -- list the person's name, list the name in the NEW NAME block and give the address, and check
-
- the appropriate box. If more space is needed, complete and attach the document "Additional for Members form LP-4".

CANDICE MORALES MEMBER NAME (Print or type) KATHY BANCHEZ MEMBER NAME 1211 N. COUNTY CLUB #6 ADDRESS 1211 N. COUNTY CLUB #6 ADDRESS MSA CITY AZ STATE ZIP 85004 CITY <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as 30% or more member <input type="checkbox"/> Add as less than 30% member <input checked="" type="checkbox"/> Remove member	CHRIS MILLER MEMBER NAME (Print or type) BATHY M. BATHY MEMBER NAME 1211 N. County Club #6 ADDRESS 1211 N. COUNTY CLUB #6 ADDRESS MSA CITY AZ STATE ZIP 85004 CITY <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as 30% or more member <input type="checkbox"/> Add as less than 30% member <input checked="" type="checkbox"/> Remove member
AARON OLIVER MEMBER NAME (Print or type) 7645 N. 18th AVE ADDRESS 7645 N. 18th AVE ADDRESS AZ STATE ZIP 85021 CITY <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as 30% or more member <input type="checkbox"/> Add as less than 30% member <input checked="" type="checkbox"/> Remove member	ENRIQUE CIFUENTES MEMBER NAME (Print or type) 2731 N. BAYLIDE RD ADDRESS 2731 N. BAYLIDE RD ADDRESS AZ STATE ZIP 85028 CITY <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as 30% or more member <input type="checkbox"/> Add as less than 30% member <input checked="" type="checkbox"/> Remove member

6. ☐ **MANAGEMENT CHANGE (CHANGE IN MANAGER)** - This was made per owner - FOR FUTURE CURRENTLY INCOME IN A.C.C. RECORDS - Notice must be given to the Department of State and before that giving any new information for the manager from any other source. This must be done in the NEW State form and give the address, and check the appropriate box. If more than 6 months, complete and attach the Department Attachment for manager form L041.

CANDICE MORALES New company address and phone			CHRIS MEYER New company address and phone		
CATHY SANCHEZ New name			BATCHELOR New name		
1211 N. COUNTY AVE 1211 N. County 1211 N. County 1211 N. County 1211 N. County 1211 N. County			1211 N. COUNTY AVE 1211 N. County 1211 N. County 1211 N. County 1211 N. County 1211 N. County		
Address of company MESSA AZ 85204			Address of company MESSA AZ 85204		
City			City		
<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as manager <input checked="" type="checkbox"/> Remove manager			<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as manager <input checked="" type="checkbox"/> Remove manager		

6. ☐ **MANAGEMENT STRUCTURE CHANGE - see Instructions L041** - check only one box below and follow instructions:
☐ CHANGING TO MANAGER-PUBLISHED LLC - complete and attach the Manager Structure Attachment form L041. The form will be rejected if it is submitted without the attachment.
☐ CHANGING TO MEMBER-PUBLISHED LLC - complete and attach the Member Structure Attachment form L041. The form will be rejected if it is submitted without the attachment.

7. ☒ **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED - see Instructions L041**

7.1 REQUIRED - One the owner (can be a full-time or an owner) and physical or street address (not a P.O. Box) in Arizona of the new statutory agent:		7.2 OPTIONAL - Having address of agent of NEW Statutory Agent (can be a P.O. Box):	
WHY PAY A LAWYER LLC New company address and phone RICHARD BERRY New name 3415 E. MCCLINTOCK New address SUITE 112 New city OR TOWNE AZ 85213		New company address and phone New name New address New city New state New zip	
7.3 REQUIRED - The Statutory Agent Attachment form must be submitted along with these Articles of Amendment.			

8. ☒ **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT - complete L041**

8.1 NEW PHYSICAL OR STREET ADDRESS (not a P.O. Box) in Arizona of the existing statutory agent:		8.2 NEW BUSINESS ADDRESS in Arizona of the existing statutory agent (can be a P.O. Box):	
WHY PAY A LAWYER LLC New company address and phone RICHARD BERRY New name 3415 E. MCCLINTOCK New address SUITE 112 New city OR TOWNE AZ 85213		New company address and phone New name New address New city New state New zip	
8.3 REQUIRED - The Statutory Agent Attachment form must be submitted along with these Articles of Amendment.			

9. ☐ **ARTICLE 9: KNOWN PLACE OF BUSINESS ADDRESS CHANGE**

9.1 Is the NEW Arizona known place of business address the same as the stated address of the secretary agent?

- ☒ Yes - go to paragraph 10 and continue
☐ No - go to paragraph 11.2 and complete

9.2 If you answered "No" to number 9.1, give the NEW physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

NATURAL REMEDY PATIENT CENTER, LLC		
1007 E SOUTHERN AVE		
MESA		
AZ 85204		
City		

10. ☐ **INVESTMENT CHANGES** - check one to indicate the NEW duration or the period of the LLC:

- ☒ Perpetual
☐ The LLC's life period will end on this date: _____ (enter a date - mm/dd/yy)
☐ The LLC's life period will end upon the occurrence of this event: _____ (describe the event)

11. ☐ **ENTITY TYPE CHANGES** - if changing entity type, check one and follow instructions:

- ☐ Changing to a PROFESSIONAL LLC - number 12 must also be completed.
☐ Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. ☐ **PROFESSIONAL SERVICES CHANGE** - describe the NEW type of professional services (for professional LLC) we render:

13. ☐ **OTHER AMENDMENT** - if an amendment was made that was not addressed by the check boxes on this form, (see you that attach to these ADDENDUMS) a complete copy of the LLC's written amendment.

NOTICE: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

☒ **I ACCEPT**

Kathy Sanchez 4-8-13
 Signature Date Date of Signature

REPRESENTATIVE - check only one and fill in the corresponding blank if signing for an entity:

<input checked="" type="checkbox"/> This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity <u>KATHY SANCHEZ</u>	<input type="checkbox"/> This is a member-managed LLC and I am signing individually as a member or I am signing for an entity <u>KATHY SANCHEZ</u>
---	--

Filing Fee: \$25.00 (regular processing) Expedited processing - add \$125.00 to filing fee. All fees are subject to change - see instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-254-1100
---	---

5. ☒ **MANAGER CHANGE (CHANGE IN MANAGERS)** - Use one block per person - FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - in a separate block, list the name in the NEW Name block and give the address, and check the appropriate box. If every space is needed, complete and attach the Amendment Attachment for Managers Form LD43.

Name currently shown in A.C.C. records Kathy Sanchez		Name currently shown in A.C.C. records ROBERTO M. SALAMAN	
Address 1 1307 E. Southern AVE		Address 1 1307 E. Southern AVE	
Address 2 (optional) MESA		Address 2 (optional) MESA	
City AZ	State or Territory 85204	City AZ	State or Territory 85204
Check all that apply: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Remove manager		Check all that apply: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Remove manager	

6. ☐ **MANAGEMENT STRUCTURE CHANGE** - see Instructions LD12 - check only one box below and follow instructions:
☐ **CHANGING TO MANAGER-MANAGED LLC** - complete and attach the Manager Structure Attachment form LD40. The filing will be rejected if it is submitted without the attachment.
☐ **CHANGING TO MEMBER-MANAGED LLC** - complete and attach the Member Structure Attachment form LD41. The filing will be rejected if it is submitted without the attachment.

7. ☐ **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - see Instruction LD15D

7.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent.		7.2 OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):	
Statutory Agent Name (required)		Mailing Address (optional)	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	State	City	State
7.3 REQUIRED - the Statutory Agent Acceptance form MD02 must be submitted along with these Articles of Amendment.			

8. ☐ **STATUTORY AGENT ADDRESS CHANGE** - ADDRESS OF CURRENT STATUTORY AGENT - complete 8.1 and/or 8.2:

8.1 NEW physical or street address (not a P.O. Box) in Arizona of the existing statutory agent:		8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):	
Address (optional)		Address (optional)	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	State	City	State

STATUTORY AGENT ACCEPTANCE

STATUTORY AGENT ACCEPTANCE

Patent and Trademark Office

1. **STATUTORY AGENT** - give the exact name in full of the corporation or LLC that has appointed the Statutory Agent:
NATURAL REMEDY PATENT CENTER, LLC

2. **A.C.C. FILE INFORMATION** (if entry is already in process or registered in 2011, E-1739191-9)
How did ACC file the entry? (Type of entry: 1. New, 2. Renewal, 3. Extension, 4. Amendment, 5. Other)

3. **STATUTORY AGENT NAME** - give the exact name of the Statutory Agent appointed by the entry listed in number 1 above (this will be either an individual or an entity):
WHY PAY A LAWYER LLC

3.1 Check one box: ☐ The statutory agent is an individual (natural person).
☒ The statutory agent is an Entity.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accept the appointment as statutory agent for the entry listed in number 1 above, and acknowledge that the appointment is effective until the entry replaces the statutory agent or the statutory agent resigns, whichever occurs first.
By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Richard S. Berry
Richard S. Berry 4-1-11

REQUIREMENTS - Check or Initial

☐ I understand the statutory agent I am signing on behalf of myself or the individual and I am authorized to act for that entity.

☐ I am signing as statutory agent I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Print Name: **Why Pay A Lawyer LLC** (statutory agent's full name is required)
Print Address: **1500 W. Washington St., Phoenix, Arizona 85007**
Print City: **Phoenix** Print State: **Arizona** Print Zip: **85007**

Signatures of the Statutory Agent and the individual or entity named as statutory agent must be signed in the presence of a notary public or a commissioned notary public. The notary public or notary public must sign the notary seal and the notary seal must be attached to the document.

AMENDMENT ATTACHMENT FOR MEMBERS

- 1. ENTITY NAME** - give the exact name of the LLC as currently shown in A.C.C. records:
NATURAL REMEDY - ARTIST CENTER LLC
- 2. A.C.C. FILE NUMBER** L-1759191-0
Put the A.C.C. file number on the upper cover of this document OR no consideration at <http://www.azsos.gov/acc/acc.htm>
- 3. Check one box only to indicate what document the Attachment goes with:**
☒ Articles of Amendment ☐ Articles of Amendment to Application for Registration
- 4. MEMBERS CHANGE** - use one blank per person - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS
 • List the name of each member being changed, and below that provide any new information for that member.
 (new name and/or address), then check all boxes that apply to indicate the change being made for that member. For
 NEW MEMBERS - list in separate block, list the name in the new member block and give the address, and check the
 appropriate box. If more space is needed, use another Amendment Attachment for MEMBERS FORM.

Name of person to Add records <u>Kathy Sanchez</u>		Name of person to Add records <u>Patricia M. Soliman</u>	
Address <u>1307 E. Southern AVE</u>		Address <u>1307 E. Southern AVE</u>	
City <u>MESA</u>		City <u>MESA</u>	
State <u>AZ</u>		State <u>AZ</u>	
Zip <u>85204</u>		Zip <u>85204</u>	
Check one box only to indicate what document the Attachment goes with: <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member		Check one box only to indicate what document the Attachment goes with: <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member	
Name of person to Add records <u>ARY DE SOLEN</u>		Name of person to Add records _____	
Address <u>1307 S. Key Biscuit</u>		Address _____	
City <u>Coral Gables</u>		City _____	
State <u>AZ</u>		State _____	
Zip <u>85225</u>		Zip _____	
Check one box only to indicate what document the Attachment goes with: <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member		Check one box only to indicate what document the Attachment goes with: <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member	

AMENDMENT ATTACHMENT FOR MANAGERS

- 1. ENTITY NAME-** give the exact name of the LLC as currently shown in A.C.C. records:
National REMEDY Patient Care LLC
- 2. A.C.C. FILE NUMBER** L-1759191-0
Put the A.C.C. file number in the upper corner of this document OR in our website on www.aacounty.com/llc
- 3. Check one box only to indicate what document the Attachment goes with:**
☒ Articles of Amendment ☐ Articles of Amendment to Application for Registration
- 4. MANAGER CHANGE (CHANGE IN MANAGERS)** - use only block per person - FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new address and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - list a separate block, list the name in the NEW block block and give the address, and check the appropriate box. If more space is needed, use another Amendment Attachment for Managers form.

MANAGER 1 NAME: <u>Kathy Zucker</u> ADDRESS: <u>1307 E. Southern Ave</u>				MANAGER 2 NAME: <u>Bates M. Soliman</u> ADDRESS: <u>1307 E. Southern Ave</u>			
CITY: <u>MESA</u>		STATE: <u>AZ</u>		CITY: <u>MESA</u>		STATE: <u>AZ</u>	
COUNTY: <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Name change <input type="checkbox"/> Remove manager				COUNTY: <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Name change <input type="checkbox"/> Remove manager			
SIGNATURE: _____ DATE: _____				SIGNATURE: _____ DATE: _____			
TITLE: _____				TITLE: _____			
ADDRESS 2 (OPTIONAL): _____				ADDRESS 2 (OPTIONAL): _____			
CITY: _____ STATE: _____				CITY: _____ STATE: _____			
COUNTY: <input type="checkbox"/> Address change <input type="checkbox"/> Add as manager <input type="checkbox"/> Name change <input type="checkbox"/> Remove manager				COUNTY: <input type="checkbox"/> Address change <input type="checkbox"/> Add as manager <input type="checkbox"/> Name change <input type="checkbox"/> Remove manager			

EXHIBIT H

4. Representations of Chris. As of the Effective Date of this Agreement, Chris represents and warrants to Company that:

a. This Assignment has been duly signed and delivered by Chris, and is a valid and binding obligation of Chris, enforceable in accordance with its terms.

b. Chris is the sole owner of the LLC Interest.

c. Chris has full legal and equitable title to the LLC Interest and the absolute right to sell, assign, transfer and deliver the LLC Interest to Company free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever. Upon consummation of the transaction provided for in this Agreement, Chris will have delivered to Company full legal and equitable title to all of the LLC Interest, free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever.

d. There are no options or warrants or convertible or exchangeable securities, or other agreements that require the payment of money, or upon the passage of time or upon the occurrence of any other event, may require the Company or Company to sell or issue any interest in the Company.

e. The LLC Interest constitutes all of Chris's ownership interest in and to the Company.

f. There have been no events, transactions or information that has come to the attention of Chris (other than matters in the public domain) that could be expected to have a material adverse effect on the business or operations of the Company.

5. Release of Claims. Each party to this agreement hereby releases the other party from any and all claims a party may have against the other party.

6. Assumption of Operating Agreement. As of the Effective Date, Company assumes and agrees to be legally bound by the Operating Agreement as a member of the Company.

7. Future Cooperation. Chris and Company will cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and will sign any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the transaction evidenced by this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless signed in writing by all parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any

other provision (whether or not similar). Nor shall a waiver constitute a continuing waiver unless otherwise expressly provided.

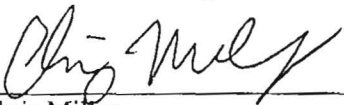
10. Governing Law. This Assignment will be governed by the laws of the State of Arizona, without giving effect to principles of conflict of laws of that state. The sole place of venue for any dispute arising out of or related to this Agreement shall be Maricopa County, Arizona.

11. Attorneys' Fees. In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the action or proceeding, including, but not limited to, reasonable attorneys' fees.

12. Representation by Counsel. Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of the party's choice. The parties acknowledge that the law firm of KEYTLaw, L.L.C., and Richard Keyt (collectively the "Firm"), have acted as attorneys only for the Company and not as attorneys for any other party. The Firm advises Chris Miller to obtain other legal counsel to advise Chris Miller with respect to this Agreement, the documents referred to here and the legal consequences of this Agreement and the other documents. This Agreement has been negotiated among the parties and if there is any ambiguity, no presumption construing the Agreement against a party shall be imposed because this Agreement was prepared by counsel for the party or counsel for another party.

13. Survival of Representations and Warranties. All of the representations, warranties, covenants, and terms contained in this Agreement made by one party to another, and in any documents, certificates, or other instruments delivered by or on behalf of one party to another party pursuant to this Agreement or in connection with the transactions contemplated herein, are true as of the Effective Date and will survive the assignment of the LLC Interest. No investigation by or on behalf of a party shall constitute a waiver as to enforcement of any representation or warranty contained herein, or a waiver as to any indemnification to which a party may be entitled under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment as of the date first written above, to be effective as of such date.


Chris Miller

"Chris"

Natural Remedy Patient Center, an Arizona
limited liability company

By: [Signature]
Kathy Sanchez, Manager

"Company"

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on 02/26/2014,
2014, by Chris Miller.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: OCT. 15th 2016



STATE OF ARIZONA

)

) SS

COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March 19, 2014, by Kathy Sanchez.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rakesh Sharma.
Notary Public

My Commission Expires: Aug 29, 2017

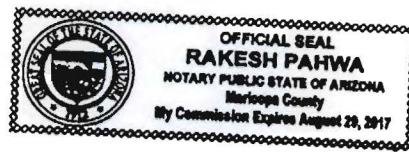


EXHIBIT I

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT, is effective as of April 1, 2013 (the "Effective Date"), by and among Alex De Soler, a single man ("Alex") and Natural Remedy Patient Center, LLC, an Arizona limited liability company (the "Company").

RECITALS

A. Alex is a member of the Company.

B. Alex desires to transfer and convey entire membership percentage interests in the profits, losses, distributions and the right to vote and participate in the management of the Company (collectively the "LLC Interest").

C. Alex desires to assign all of Alex's right, title, and interest in and to the LLC Interest to The Company and withdraw from the Company.

D. The Company desires to accept the LLC Interest.

NOW, THEREFORE, this Assignment is made in consideration of the premises, warranties, and mutual covenants set forth herein; and each of the parties to this Assignment agrees as follows:

1. **Assignment of LLC Interest.** For value received, the receipt and sufficiency of which are hereby acknowledged, Alex hereby sells, transfers, conveys, and assigns to the Company as of the Effective Date, all of Alex's right, title, and interest in and to the LLC Interest and all of Alex's rights as a member of the Company with respect to the LLC Interest, including, without limitation, all rights of Alex to receive monies and other property or assets under the Operating Agreement.

2. **Termination.** Alex hereby withdraws from the Company and resigns as a Member as of the Effective Date.

3. **Effect of Assignment.** As of the Effective Date, Alex's Capital Account associated with the LLC Interest is transferred to the Company. From and after the Effective Date, the portion of the profits and losses of the Company and the portions of all other items of income, gain, loss, deduction, or credit allocable to the LLC Interest on or after the Effective Date shall be credited or charged, as the case may be, to the Company and not to Alex. The Company shall be entitled to all distributions or payments in respect to the LLC Interest made on or after the Effective Date, regardless of the source of those distributions or payments or when the same was earned or received by the Company. Nothing in this Assignment will affect the allocation to Alex of profits, losses, and other items of income, gain, loss, deduction, or credit allocable to the LLC Interest and attributable to any period before the Effective Date or any distribution or payments made to Alex in respect of the LLC Interest before the Effective Date. Notwithstanding anything herein to the contrary, Alex will not be entitled to any distributions or payments of money or property from the Company except as expressly provided in this Agreement.

4. Representations of Alex. As of the Effective Date of this Agreement, Alex represents and warrants to the Company that:

a. This Assignment has been duly signed and delivered by Alex, and is a valid and binding obligation of Alex, enforceable in accordance with its terms.

b. Alex is the sole owner of the LLC Interest.

c. Alex has full legal and equitable title to the LLC Interest and the absolute right to sell, assign, transfer and deliver the LLC Interest to the Company free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever. Upon consummation of the transaction provided for in this Agreement, Alex will have delivered to the Company full legal and equitable title to all of the LLC Interest, free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever.

d. The LLC Interest constitutes all of Alex's ownership interest in and to the Company.

e. There have been no events, transactions or information that has come to the attention of Alex (other than matters in the public domain) that could be expected to have a material adverse effect on the business or operations of the Company.

5. Release of Claims. Alex hereby releases and forever discharges the Company, its Members, Managers, employees, agents, contractors, attorneys, successors and/or assigns (collectively, "Company Released Parties"), of and from any and all obligations, claims, demands, actions, causes of action, duties, debts, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, liabilities and accounts of whatsoever kind, nature, or description, indirect or direct, in law or equity, in contract, tort or otherwise, whether known or unknown, arising out of or relating to the Company and any of its activities (collectively, "Claims") that the Alex may now have, or ever had, or can or may hereafter have against any of the Company Released Parties. Nothing contained in this Section shall be considered a release of claims Alex may have that are created in this Agreement.

6. Future Cooperation. Alex and the Company will cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and will sign any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the transaction evidenced by this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless signed in writing by all parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any

other provision (whether or not similar). Nor shall a waiver constitute a continuing waiver unless otherwise expressly provided.


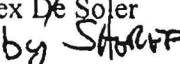
9. Governing Law. This Assignment will be governed by the laws of the State of Arizona, without giving effect to principles of conflict of laws of that state. The sole place of venue for any dispute arising out of or related to this Agreement shall be Maricopa County, Arizona.

10. Attorneys' Fees. In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the action or proceeding, including, but not limited to, reasonable attorneys' fees.

11. Representation by Counsel. Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of the party's choice. The parties acknowledge that the law firm of KEYTLaw, L.L.C., and Richard Keyt (collectively the "Firm"), have acted as attorneys only for the Company and not as attorneys for any other party. The Firm advises Alex to obtain other legal counsel to advise Alex with respect to this Agreement, the documents referred to here and the legal consequences of this Agreement and the other documents. This Agreement has been negotiated among the parties and if there is any ambiguity, no presumption construing the Agreement against a party shall be imposed because this Agreement was prepared by counsel for the party or counsel for another party.

12. Survival of Representations and Warranties. All of the representations, warranties, covenants, and terms contained in this Agreement made by one party to another, and in any documents, certificates, or other instruments delivered by or on behalf of one party to another party pursuant to this Agreement or in connection with the transactions contemplated herein, are true as of the Effective Date and will survive the assignment of the LLC Interest. No investigation by or on behalf of a party shall constitute a waiver as to enforcement of any representation or warranty contained herein, or a waiver as to any indemnification to which a party may be entitled under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment as of the date first written above, to be effective as of such date.


Alex De Soler
by  Stuart Zaki as Attorney in Fact
"Alex"

Natural Remedy Patient Center, an
Arizona limited liability company

By: Kathy Sanchez
Kathy Sanchez, Manager

"Company"

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me on June 20 2013,
by Alex De Soler.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marta Garcia-Ledue
Notary Public

My Commission Expires: 07-07-2014



STATE OF ARIZONA

COUNTY OF MARICOPA)

)
) ss

The foregoing instrument was acknowledged before me on June 20, 2013, by Kathy Sanchez.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires: 07-07-14



SPECIAL POWER OF ATTORNEY

1. CHECK ONE (1) TYPE OF POWER OF ATTORNEY:

- ☐ Special Power of Attorney (has a beginning and end date) - or -
☒ Durable Special Power of Attorney (ends upon Principal's death or revocation)

2. IDENTIFY the Principal and Attorney-in-Fact:

<u>Alex De Soler</u>	<u>15258 N. 16th St. #2161</u>	<u>Scottsdale, AZ 85260</u>	<u>1/8/77</u>
Principal: Name	Address of Residence	City, State, Zip Code	Date of Birth
<u>Sheref ZAKI</u>	<u>2017 N 81st Place</u>	<u>Scottsdale AZ 85257</u>	<u>10/17/1982</u>
Agent /Attorney-in-Fact: Name	Address of Residence	City, State, Zip Code	Date of Birth

3. COMPLETE THIS SECTION

Principal, an individual, hereby appoints the above-named Agent/Attorney-in-Fact to act in name and place of Principal to perform the following specific matters:

- Scope and extent of powers granted: to exercise the following specific powers:

To be able to make all business and governing decisions on all matters pertaining to and effecting East Valley Patient Wellness Group LLC and Natural Remedy Patient Center LLC

To do and perform all acts required, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as Principal might or could do if personally present, hereby ratifying all that Attorney-in-Fact shall lawfully do or cause to be done by virtue of this Special Power of Attorney.

4. CHECK ONE type of Special Power of Attorney. Then fill in the Sections that apply to you.

- ☐ Regular Special Power of Attorney

- **EFFECTIVE DATE:** the time from which this document is operational: _____.
This Special Power of Attorney begins on the above effective date and continues until the expiration date of _____ 20 _____, unless the Principal revokes in writing this Power of Attorney.
- **MANNER OF REVOCATION:** The Principal may revoke this document in writing at any time before the expiration date, if the specific tasks have been accomplished by the Attorney-in-Fact, for no reason, for cause, or if the Attorney-in-Fact exceeds or violates the scope and authority granted by this document.

☒ **Durable Special Power of Attorney**

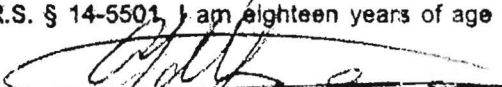
- **EFFECTIVE DATE:** the time from which this document is operational: 08-13-2012
- **MANNER OF REVOCATION:** The Principal may revoke this document in writing at any time before the expiration date, if the specific tasks have been accomplished by the Attorney-in-Fact, for no reason, for cause, or if the Attorney-in-Fact exceeds or violates the scope and authority granted by this document. *If the Principal becomes disabled or incapacitated, the Attorney-in-Fact may continue acting as such despite the disability, incapacity or the expiration date.*

5. **COMPENSATION** of Attorney-in-Fact: None.

6. SIGNATURES:

For Principal:

I, Alex De Soler, the principal, sign my name to this power of attorney this 13th day of August and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney, and that as required by A.R.S. § 14-5501, I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Principal Signature

For Witness:

I, Sherif Zaki / Botros Soliman, the witness, sign my name to the foregoing power of attorney being first duly sworn, and do declare to the undersigned authority the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal sign this power of attorney as witness to the principal's signing, and to the best of my knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Witness Signature

7. NOTARIZATION:


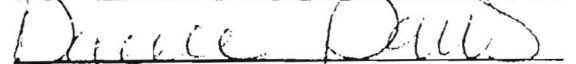
For Notary:

The State of Arizona
County of Maricopa

Subscribed, sworn to and acknowledged before me by Alexander De Soler the principal, and subscribed and sworn to before me by

Danielle Davis, witness, this 19th day of June 2013.

(Seal)

(Signed) 

(Notary Public)

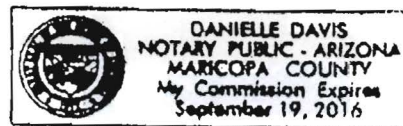


EXHIBIT J

MAY 30 2012

EAST VALLEY PATIENT WELLNESS GROUP, LLC

FILE NO. L-17647185

1. **Name.** The name of this limited liability company is EAST VALLEY PATIENT WELLNESS GROUP, LLC.
2. **Known Place of Business.** The address of the known place of business of this limited liability company is 1307 East Southern Avenue, Mesa Arizona 85204.
3. **Statutory Agent.** The name and business address of the initial agent for service of process for this limited liability company is Kevin Sober, 1307 E Southern Ave, Mesa, AZ 85204. The agent for service of process is not responsible for failing to notify the limited liability company of any service of process or correspondence received by the agent for service of process for the limited liability company if the limited liability company changes its address and fails to notify the agent for service of process of the change by sending a written notice of address change to the agent for service of process at its address on file with the Arizona Corporation Commission.
4. **Form of Management.** Management of the limited liability company is vested in a Manager or Managers.
5. **Managers.** The names and addresses of the Managers of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizona 85201 and (b) Enrique Cifuentes, 2727 West Baseline Road, Tempe, Arizona 85283.
6. **Members.** The names and addresses of each Member who owns a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizona 85201, (b) Enrique Cifuentes, 2727 West Baseline Road, Tempe, Arizona 85283, (c) Alex De Sober, 2871 South Key Biscayne, Gilbert, Arizona 85295.
7. **Indemnification of Members and Managers.** The limited liability company must indemnify its members and managers as provided in the Operating Agreement signed by all of the members.
8. **Limitations on Limited Liability Company Action.** The limited liability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the limited liability company's Operating Agreement signed by all of the members:
 - a. Alter any purpose for which the limited liability company was formed.
 - b. Change the life of the limited liability company from perpetual to a shorter term.
 - c. Admit any member who is not listed in the original Articles of Organization filed with the Arizona Commission to form the limited liability company.
 - d. Require any member to contribute money or property to the limited liability company.
 - e. Withdraw any capital contributions made to the limited liability company.
 - f. Change the percentage interests of any member in the profits, losses, distributions and ownership of

the limited liability company.

- g. Alter the allocation of profits, losses or distributions to any member.
- h. Alter the accounting method adopted by the limited liability company.
- i. Vote on any issue affecting the limited liability company, a member or a manager.
- j. Elect or remove any manager.
- k. Engage in any action that requires the approval of the members.
- l. Engage in any action that is expressly prohibited in the Operating Agreement.
- m. Transfer all or a portion of the member's interest in the limited liability company. Any attempt to transfer all or any portion of a member's interest in the limited liability company that does not comply with the applicable provisions in the Operating Agreement will be null and void. An assignee of all or a portion of a member's interest in the limited liability company will not become a member of the limited liability company or have any right to participate in the management or the affairs of the limited liability company except as provided in the Operating Agreement. Assignees specifically waive any rights to become a member of this limited liability company that may be provided pursuant to Arizona Revised Statutes Section 29-732.
- n. Allow a member to retire or withdraw voluntarily as a member.
- o. Assign all or any portion of a member's interest in the limited liability company.
- p. Dissolve the limited liability company.

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign an Operating Agreement.

CONSENT OF STATUTORY AGENT

Kevin Stone having been designated to act as Statutory Agent hereby consents to act in that capacity until removed by the limited liability company or resigning in accordance with the Arizona Revised Statutes.


Statutory Agent (Signature)

5-30-12
Date

EXHIBIT K

APR 11 2013

APR 11 2013

FILE NO. L-1764718-5 FILE NO. L-1764718-5

AZ CORPORATION COMMISSION
FILED

ARTICLES OF AMENDMENT
Read the Instructions (013)

APR 11 2013

1. ENTITY NAME - give the exact name of the LLC as currently shown in A.C.C. records:

EAST VALLEY PATIENT WELLNESS GROUP, LLC

FILE NO. L-1764718-5

2. A.C.C. FILE NUMBER L-1764718-5

Read the A.C.C. file number on the upper corner printed stamping on our website at <http://www.azcc.com> for more information.

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

3. ☐ ENTITY NAME CHANGE - type in (and the exact NEW name of the LLC in the space below)

4. ☐ MEMBER CHANGE (CHANGE IN MEMBERS) - see Instructions (013) - Use one block per person - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any other information for that member (such as a title or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS - in a separate block, list the name in the new form block and give the address, and check the appropriate box. If more space is needed, complete and attach the Additional Attachment for Members form (044).

ENRIQUE CORTES 2727 E. Baseline RD TOWNE AZ 85305		CHARLIE LEE 1211 N. Country Club #6 1307 E. SOUTHERN AVE MESA AZ 85204	
<input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member		<input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member	
ALEX DESOLER 2879 S. KEY BISCONE AZ 85325		(Empty block)	
<input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member		<input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member	

6. ☐ **CHANGING CHANGES (CHANGES IN INFORMATION)** - Use only blank your present + FOR FARMERS CURRENTLY SHOWING IN A.C.C. RECORDS - Use the name of each owner or being changed, and before that provide any new information for that member (own name and/or address), then attach all forms that apply to indicate the change being made for that member. FOR NEW FARMERS - In a separate table, for that name in the NEW FARMERS table and give the address, and attach the appropriate form. If every space is needed, complete and attach the International Attachment for Members New LDCs.

EMERGENCY CONTACTS			CITRUS MILLER		
Name: JOHN J. MILLER			Name: JOHN J. MILLER		
Address: 2127 E. BAYVIEW RD			Address: 1345 S. BAYVIEW AVE		
City: TEMPE			City: TEMPE		
State: AZ			State: AZ		
Zip: 85281			Zip: 85281		
<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as manager <input checked="" type="checkbox"/> Remove manager			<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Add as manager <input checked="" type="checkbox"/> Remove manager		

6. ☐ **MANAGEMENT STRUCTURE CHANGES - INSTRUCTIONS (S.I.)** - Check only one box below and follow instructions:
☐ **CHANGING TO MEMBER-OWNED LLC** - complete and attach the Member Structure Attachment form LDC. The filing will be rejected if it is submitted without the attachment.
☐ **CHANGING TO MEMBER-OWNED LLC** - complete and attach the Member Structure Attachment form LDC. The filing will be rejected if it is submitted without the attachment.

7. ☒ **STATUTORY AGENT CHANGES - NEW AGENT** - see Instructions (S.I.)

<p>7.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent:</p> <p>WHY PAY A LAWYER LLC</p> <p>Address: 3415 E. MCINTOCK</p> <p>City: TEMPE</p> <p>State: AZ</p> <p>Zip: 85281</p>	<p>7.2 OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):</p> <p>WHY PAY A LAWYER LLC</p> <p>Address: 3415 E. MCINTOCK</p> <p>City: TEMPE</p> <p>State: AZ</p> <p>Zip: 85281</p>
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7.3 REQUIRED - the Statutory Agent Change form PRC2 must be submitted along with these Articles of Amendment.

8. ☒ **STATUTORY AGENT CHANGES - CHANGES OF CURRENT STATUTORY AGENT** - complete S.I. and/or S.2.

<p>8.1 NEW physical or street address (not a P.O. Box) in Arizona of the existing statutory agent:</p> <p>WHY PAY A LAWYER LLC</p> <p>Address: 3415 E. MCINTOCK</p> <p>City: TEMPE</p> <p>State: AZ</p> <p>Zip: 85281</p>	<p>8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):</p> <p>WHY PAY A LAWYER LLC</p> <p>Address: 3415 E. MCINTOCK</p> <p>City: TEMPE</p> <p>State: AZ</p> <p>Zip: 85281</p>
--	--

9. ☐ ADDRESS EXISTING PLACE OF BUSINESS RESPONSE CHANGES

9.1 Is the NEW Arizona business place of (previously) address the same as the street address of the statutory agent?

- ☐ Yes - go to number 10 and continue
☒ No - go to number 9.2 and continue

9.2 If you answered "No" to number 9.1, give it a NEW physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

BART VALLEY PATIENT WELLNESS GROUP, LLC		
1307 E BOUTHERN AVE		
MESA		
AZ		85204
City	State or Province	Zip
Country		

10. ☐ DURATION CHANGES - check one to indicate the NEW duration of the period of the LLC:

- ☒ Perpetual
☐ The LLC's life period will end on this date: _____ (enter a date - mm/dd/yyyy)
☐ The LLC's life period will end upon the occurrence of this event: _____ (describe an event)

11. ☐ ENTITY TYPE CHANGES - If changing entity type, check one and follow instructions:

- ☐ Changing to a PROFESSIONAL LLC - number 12 must also be completed.
☐ Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. ☐ PROFESSIONAL, SPECIALIZED CHANGE - Describe the NEW type of professional services the professional LLC will render:

13. ☐ OTHER AGREEMENT - If an agreement was made that was not addressed by the check boxes on this form, then you must attach to these articles of amendment a complete copy of the LLC's written agreement.

DISCLAIMER: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is published in compliance with Arizona law.

☒ I ACCEPT
 Signature: Kathy Sanchez Date: 4-8-13
 Printed Name: Kathy Sanchez Date: 4-8-13

REQUIREMENTS - check only one and fill in the corresponding blank if signing for an entity:

<input checked="" type="checkbox"/> This is a single-member LLC and I am signing individually as a manager or I am signing for an entity member named: <u>KATHY SANCHEZ</u>	<input type="checkbox"/> This is a multi-member LLC and I am signing individually as a member or I am signing for an entity member named: _____
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Filing Fee: \$50.00 (regular processing) Expedited processing - add \$25.00 to filing fee. All fees are non-refundable - see instructions. You may request a refund of your fees.	File At: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 File: 602-542-4100
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3. ☒ **MANAGER CHANGE (CHANGE IN MANAGERS)** - See one block per person - FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address). Then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - in a separate block, list the name in the NEW Name block and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Managers form 1043.

Name currently shown in ACC records Kathy Sanchez		Name currently shown in ACC records RODRIGUEZ M SOLIMAN	
New Name 1307 E. Southern Ave		New Name 1307 E. Southern Ave	
Address 1		Address 1	
Address 2 (optional) MESA		Address 2 (optional) MESA	
City AZ		City AZ	
State 85204		State 85204	
Country		Country	
<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Remove manager		<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Add as manager <input type="checkbox"/> Remove manager	

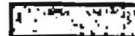
4. ☐ **MANAGEMENT STRUCTURE CHANGE** - see Instructions 1015 - check only one box below and follow instructions:
☐ **CHANGING TO MANAGER-MANAGED LLC** - complete and attach the Manager Structure Attachment form 1040. The filing will be rejected if it is submitted without the attachment.
☐ **CHANGING TO MEMBER-MANAGED LLC** - complete and attach the Member Structure Attachment form 1041. The filing will be rejected if it is submitted without the attachment.

7. ☐ **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - see Instructions 0110

7.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent:		7.2 OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):	
Statutory Agent Name (required)			
Address (optional)		Address (optional)	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	State	City	State
Zip		Zip	
7.3 REQUIRED - the Statutory Agent Appointment form M002 must be submitted along with these Articles of Amendment.			

8. ☐ **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT** - complete 8.1 and/or 8.2:

8.1 NEW physical or street address (not a P.O. Box) in Arizona of the existing statutory agent:		8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):	
Address (optional)		Address (optional)	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	State	City	State
Zip		Zip	



ARIZONA DEPARTMENT OF REVENUE FORM 2008-001

STATUTORY AGENT ACCEPTANCE

Please read Instructions 400021

1. **ENTITY NAME** - give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

EAST VALLEY PATIENT WELLNESS GROUP, LLC

2. **A.C.C. FILE NUMBER** (If entity is already incorporated or registered in AZ): L-1764718-5

For the A.C.C. the number on the upper corner of that document OR for the website at: <http://www.aztreasury.gov/accs/accs.asp>

3. **STATUTORY AGENT NAME** - give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity):

WHY PAY A LAWYER LLC

- 3.1 Check one item ☐ The statutory agent is an individual (natural person).
☒ The statutory agent is an entity.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that this appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Richard S Berry 4-1-15
Signature Date

UNEMPLOYED - check only once

☐ Individual as statutory agent: I am signing on behalf of myself as this individual

☐ Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fee: none (regular processing)
Expedited processing - (available only if the form is submitted by mail) add \$35.00 to filing fee.
All fees are non-refundable - see instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section
1360 N. Washington St., Phoenix, Arizona 85007
Fax: 602-542-6226

Please do not attach A.C.C. forms unless only the minimums provided by statute. See instructions for details. See also the Arizona Department of Revenue website for the latest information on the Arizona Department of Revenue.
All documents filed with the Arizona Corporation Commission are subject to review and are open to public inspection.
If you have questions after reading the instructions, please call 602-542-7000 (toll-free Arizona only) 800-542-6882.

Form 2008
Rev. 2008

Arizona Corporation Commission - Department of Revenue
Page 1 of 1

EXHIBIT L

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT, is effective as of April 1, 2013 (the "Effective Date"), by and among Chris Miller ("Chris") and East Valley Patient Wellness Group, an Arizona limited liability company (the "Company").

RECITALS

A. Chris is a member of the Company.

B. Chris desires to transfer and convey 20 percentage interests in the profits, losses, distributions and the right to vote and participate in the management of the Company (collectively the "LLC Interest").

C. Chris desires to assign all of Chris's right, title, and interest in and to the LLC Interest to Company and withdraw from the Company.

D. The Company desires to accept the LLC Interest.

NOW, THEREFORE, this Assignment is made in consideration of the premises, warranties, and mutual covenants set forth herein; and each of the parties to this Assignment agrees as follows:

1. **Assignment of LLC Interest.** For value received, the receipt and sufficiency of which are hereby acknowledged, Chris hereby sells, transfers, conveys, and assigns to Company as of the Effective Date, all of Chris's right, title, and interest in and to the LLC Interest and all of Chris's rights as a member of the Company with respect to the LLC Interest, including, without limitation, all rights of Chris to receive monies and other property or assets under the Operating Agreement.

2. **Termination.** Chris hereby withdraws from the Company and resigns as a Member and Manager of the Company as of the Effective Date.

3. **Effect of Assignment.** As of the Effective Date, Chris's Capital Account associated with the LLC Interest is transferred to Company. From and after the Effective Date, the portion of the profits and losses of the Company and the portions of all other items of income, gain, loss, deduction, or credit allocable to the LLC Interest on or after the Effective Date shall be credited or charged, as the case may be, to Company and not to Chris. Company shall be entitled to all distributions or payments in respect to the LLC Interest made on or after the Effective Date, regardless of the source of those distributions or payments or when the same was earned or received by the Company. Nothing in this Assignment will affect the allocation to Chris of profits, losses, and other items of income, gain, loss, deduction, or credit allocable to the LLC Interest and attributable to any period before the Effective Date or any distribution or payments made to Chris in respect of the LLC Interest before the Effective Date. Notwithstanding anything herein to the contrary, Chris will not be entitled to any distributions or payments of money or property from the Company except as expressly provided in this Agreement.

4. Representations of Chris. As of the Effective Date of this Agreement, Chris represents and warrants to Company that:

a. This Assignment has been duly signed and delivered by Chris, and is a valid and binding obligation of Chris, enforceable in accordance with its terms.

b. Chris is the sole owner of the LLC Interest.

c. Chris has full legal and equitable title to the LLC Interest and the absolute right to sell, assign, transfer and deliver the LLC Interest to Company free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever. Upon consummation of the transaction provided for in this Agreement, Chris will have delivered to Company full legal and equitable title to all of the LLC Interest, free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever.

d. There are no options or warrants or convertible or exchangeable securities, or other agreements that require the payment of money, or upon the passage of time or upon the occurrence of any other event, may require the Company or Company to sell or issue any interest in the Company.

e. The LLC Interest constitutes all of Chris's ownership interest in and to the Company.

f. There have been no events, transactions or information that has come to the attention of Chris (other than matters in the public domain) that could be expected to have a material adverse effect on the business or operations of the Company.

5. Release of Claims. Each party to this agreement hereby releases the other party from any and all claims either a party may have against the other party.

6. Assumption of Operating Agreement. As of the Effective Date, Company assumes and agrees to be legally bound by the Operating Agreement as a member of the Company.

7. Future Cooperation. Chris and Company will cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and will sign any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the transaction evidenced by this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless signed in writing by all parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any

other provision (whether or not similar). Nor shall a waiver constitute a continuing waiver unless otherwise expressly provided.

10. Governing Law. This Assignment will be governed by the laws of the State of Arizona, without giving effect to principles of conflict of laws of that state. The sole place of venue for any dispute arising out of or related to this Agreement shall be Maricopa County, Arizona.

11. Attorneys' Fees. In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the action or proceeding, including, but not limited to, reasonable attorneys' fees.

12. Representation by Counsel. Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of the party's choice. The parties acknowledge that the law firm of KEYTLaw, L.L.C., and Richard Keyt (collectively the "Firm"), have acted as attorneys only for the Company and not as attorneys for any other party. The Firm advises Chris Miller to obtain other legal counsel to advise Chris Miller with respect to this Agreement, the documents referred to here and the legal consequences of this Agreement and the other documents. This Agreement has been negotiated among the parties and if there is any ambiguity, no presumption construing the Agreement against a party shall be imposed because this Agreement was prepared by counsel for the party or counsel for another party.

13. Survival of Representations and Warranties. All of the representations, warranties, covenants, and terms contained in this Agreement made by one party to another, and in any documents, certificates, or other instruments delivered by or on behalf of one party to another party pursuant to this Agreement or in connection with the transactions contemplated herein, are true as of the Effective Date and will survive the assignment of the LLC Interest. No investigation by or on behalf of a party shall constitute a waiver as to enforcement of any representation or warranty contained herein, or a waiver as to any indemnification to which a party may be entitled under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment as of the date first written above, to be effective as of such date.


Chris Miller

"Chris"

East Valley Patient Wellness Group, an
Arizona limited liability company

By: Kathy Sanchez
Kathy Sanchez, Manager

"Company"

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on 02/26/2014,
2014, by Chris Miller.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: OCT. 15th 2016



STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March 19, 2014, by Kathy Sanchez.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rakesh Pahwa
Notary Public

My Commission Expires: Aug 29, 2017



EXHIBIT M

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT, is effective as of April 1, 2013 (the "Effective Date"), by and among Alex De Soler, a single man ("Alex") and East Valley Patient Wellness Group, LLC, an Arizona limited liability company (the "Company").

RECITALS

- A. Alex is a member of the Company.
- B. Alex desires to entire membership transfer and convey entire membership percentage interests in the profits, losses, distributions and the right to vote and participate in the management of the Company (collectively the "LLC Interest").
- C. Alex desires to assign all of Alex's right, title, and interest in and to the LLC Interest to The Company.
- D. The Company desires to accept the LLC Interest.

NOW, THEREFORE, this Assignment is made in consideration of the premises, warranties, and mutual covenants set forth herein; and each of the parties to this Assignment agrees as follows:

1. Assignment of LLC Interest. For value received, the receipt and sufficiency of which are hereby acknowledged, Alex hereby sells, transfers, conveys, and assigns to the Company as of the Effective Date, all of Alex's right, title, and interest in and to the LLC Interest and all of Alex's rights as a member of the Company with respect to the LLC Interest, including, without limitation, all rights of Alex to receive monies and other property or assets under the Operating Agreement.

2. Effect of Assignment. As of the Effective Date, Alex's Capital Account associated with the LLC Interest is transferred to the Company. From and after the Effective Date, the portion of the profits and losses of the Company and the portions of all other items of income, gain, loss, deduction, or credit allocable to the LLC Interest on or after the Effective Date shall be credited or charged, as the case may be, to the Company and not to Alex. The Company shall be entitled to all distributions or payments in respect to the LLC Interest made on or after the Effective Date, regardless of the source of those distributions or payments or when the same was earned or received by the Company. Nothing in this Assignment will affect the allocation to Alex of profits, losses, and other items of income, gain, loss, deduction, or credit allocable to the LLC Interest and attributable to any period before the Effective Date or any distribution or payments made to Alex in respect of the LLC Interest before the Effective Date. Notwithstanding anything herein to the contrary, Alex will not be entitled to any distributions or payments of money or property from the Company except as expressly provided in this Agreement.

3. Representations of Alex. As of the Effective Date of this Agreement, Alex represents and warrants to the Company that:

a. This Assignment has been duly signed and delivered by Alex, and is a valid and binding obligation of Alex, enforceable in accordance with its terms.

b. Alex is the sole owner of the LLC Interest.

c. Alex has full legal and equitable title to the LLC Interest and the absolute right to sell, assign, transfer and deliver the LLC Interest to the Company free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever. Upon consummation of the transaction provided for in this Agreement, Alex will have delivered to the Company full legal and equitable title to all of the LLC Interest, free and clear of any and all liens, charges, pledges, equities, encumbrances, options, rights of first refusal and other claims of any nature whatsoever.

d. The LLC Interest constitutes all of Alex's ownership interest in and to the Company.

e. There have been no events, transactions or information that has come to the attention of Alex (other than matters in the public domain) that could be expected to have a material adverse effect on the business or operations of the Company.

4. Release of Claims. Alex hereby releases and forever discharges the Company, its Members, Managers, employees, agents, contractors, attorneys, successors and/or assigns (collectively, "Company Released Parties"), of and from any and all obligations, claims, demands, actions, causes of action, duties, debts, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, liabilities and accounts of whatsoever kind, nature, or description, indirect or direct, in law or equity, in contract, tort or otherwise, whether known or unknown, arising out of or relating to the Company and any of its activities (collectively, "Claims") that the Alex may now have, or ever had, or can or may hereafter have against any of the Company Released Parties. Nothing contained in this Section shall be considered a release of claims Alex may have that are created in this Agreement.

5. Future Cooperation. Alex and the Company will cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and will sign any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the transaction evidenced by this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless signed in writing by all parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any

other provision (whether or not similar). Nor shall a waiver constitute a continuing waiver unless otherwise expressly provided.

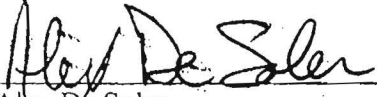
8. **Governing Law.** This Assignment will be governed by the laws of the State of Arizona, without giving effect to principles of conflict of laws of that state. The sole place of venue for any dispute arising out of or related to this Agreement shall be Maricopa County, Arizona.

9. **Attorneys' Fees.** In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the action or proceeding, including, but not limited to, reasonable attorneys' fees.

10. **Representation by Counsel.** Each of the parties has been represented by or has had the opportunity to be represented by legal counsel of the party's choice. The parties acknowledge that the law firm of KEYTLaw, L.L.C., and Richard Keyt (collectively the "Firm"), have acted as attorneys only for the Company and not as attorneys for any other party. The Firm advises Alex to obtain other legal counsel to advise Alex with respect to this Agreement, the documents referred to here and the legal consequences of this Agreement and the other documents. This Agreement has been negotiated among the parties and if there is any ambiguity, no presumption construing the Agreement against a party shall be imposed because this Agreement was prepared by counsel for the party or counsel for another party.

11. **Survival of Representations and Warranties.** All of the representations, warranties, covenants, and terms contained in this Agreement made by one party to another, and in any documents, certificates, or other instruments delivered by or on behalf of one party to another party pursuant to this Agreement or in connection with the transactions contemplated herein, are true as of the Effective Date and will survive the assignment of the LLC Interest. No investigation by or on behalf of a party shall constitute a waiver as to enforcement of any representation or warranty contained herein, or a waiver as to any indemnification to which a party may be entitled under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment as of the date first written above, to be effective as of such date.


Alex De Soler
by ~~SHERIFF~~ ZALI as Attorney in Fact
"Alex"

East Valley Patient Wellness Group, an
Arizona limited liability company

By: Kathy Sanchez
Kathy Sanchez, Manager

"Company"

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me on June 20 2013,
by Alex De Soler.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marta Garcia-Ledue
Notary Public

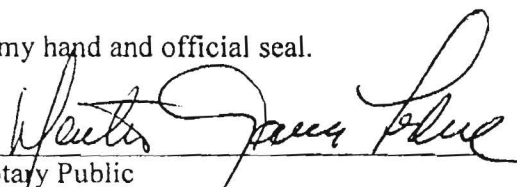
My Commission Expires: 07-07-14



STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on June 20, 2013, by Kathy Sanchez.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires: 07-07-14



SPECIAL POWER OF ATTORNEY

1. CHECK ONE (1) TYPE OF POWER OF ATTORNEY:

- ☐ Special Power of Attorney (has a beginning and end date) - or -
☒ Durable Special Power of Attorney (ends upon Principal's death or revocation)

2. IDENTIFY the Principal and Attorney-in-Fact:

Principal:	Name	Address of Residence	City, State, Zip Code	Date of Birth
	Alex De Soler	15258 N. 112th St. #2161	Scottsdale, AZ 85260	1/8/77
Agent /Attorney-in-Fact:	Name	Address of Residence	City, State, Zip Code	Date of Birth
	Sheref ZAKI	2017 N 81st Place	Scottsdale AZ 85257	10/17/1982

3. COMPLETE THIS SECTION

Principal, an individual, hereby appoints the above-named Agent/Attorney-in-Fact to act in name and place of Principal to perform the following specific matters:

- Scope and extent of powers granted: to exercise the following specific powers:

To be able to make all business and governing decisions on all matters pertaining to and effecting East Valley Patient Wellness Group LLC and Natural Remedy Patient Center LLC

To do and perform all acts required, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as Principal might or could do if personally present, hereby ratifying all that Attorney-in-Fact shall lawfully do or cause to be done by virtue of this Special Power of Attorney.

4. CHECK ONE type of Special Power of Attorney. Then fill in the Sections that apply to you.

- ☐ Regular Special Power of Attorney

- **EFFECTIVE DATE:** the time from which this document is operational: _____
This Special Power of Attorney begins on the above effective date and continues until the expiration date of _____ 20 _____, unless the Principal revokes in writing this Power of Attorney.
- **MANNER OF REVOCATION:** The Principal may revoke this document in writing at any time before the expiration date, if the specific tasks have been accomplished by the Attorney-in-Fact, for no reason, for cause, or if the Attorney-in-Fact exceeds or violates the scope and authority granted by this document.

☒ Durable Special Power of Attorney


- **EFFECTIVE DATE:** the time from which this document is operational: 08-13-2012
- **MANNER OF REVOCATION:** The Principal may revoke this document in writing at any time before the expiration date, if the specific tasks have been accomplished by the Attorney-in-Fact, for no reason, for cause, or if the Attorney-in-Fact exceeds or violates the scope and authority granted by this document. *If the Principal becomes disabled or incapacitated, the Attorney-in-Fact may continue acting as such despite the disability, incapacity or the expiration date.*

5. **COMPENSATION** of Attorney-in-Fact: None.

6. **SIGNATURES:**

For Principal:

I, Alex De Sater, the principal, sign my name to this power of attorney this 13th day of August and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney, and that as required by A.R.S. § 14-5501, I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Principal Signature

For Witness:

I, Sheref ZAKI / Botros Salim, the witness, sign my name to the foregoing power of attorney being first duly sworn, and do declare to the undersigned authority the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal sign this power of attorney as witness to the principal's signing, and to the best of my knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

 
Witness Signature

7. **NOTARIZATION:**

For Notary:

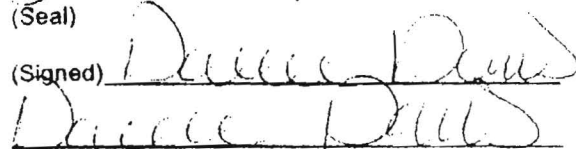
The State of Arizona
County of Maricopa

Subscribed, sworn to and acknowledged before me by Alexander De Sater the principal, and subscribed and sworn to before me by

Danielle Davis, witness, this 19th day of June 2013.

(Seal)

(Signed)


(Notary Public)

