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1 2 3 4 5 6 7	Norman C. Keyt (4225) Christopher M. Bistany (29623) KEYTLaw, LLC 3001 E. Camelback Road, Suite 130 Phoenix, AZ 85016 Phone: 602.424.4158 nck@keytlaw.com chris@keytlaw.com Attorneys for Plaintiffs IN THE SUPERIOR COURT COU	COPY APR 2 2 2014 WICHAEL K. JEANES, D. CADY DEPUTY CLEAR OF THE STATE OF ARIZONA UNTY OF MARICOPA	CLERK
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9 10 11 12 13 14	HOLISTIC PATIENT WELLNESS GROUP, LLC, an Arizona limited liability company, EAST VALLEY PATIENT WELLNESS GROUP, LLC, an Arizona limited liability company, NATURAL PATIENT REMEDY CENTER, LLC, and Arizona limited liability company, Plaintiffs,	Case No.: (V2014-007233 COMPLAINT REQUEST FOR DECLATORY JUDGMENT AND PERMANENT INJUNCTION	
 15 16 17 18 19 20 21 22 	vs. STATE OF ARIZONA, a governmental entity; JANICE K. BREWER, Governor of the State of Arizona in her official capacity; ARIZONA DEPARTMENT OF HEALTH SERVICES, an Arizona administrative agency; WILL HUMBLE, Director of the Arizona Department of Health Services in his official capacity; CHRISTOPHER MILLER and MEAGAN MILLER, husband and wife; ALEXANDER DE SOLER, a single individual,		
23	Defendants.		
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Plaintiffs, Holistic Patient Wellness Group, LLC (hereafter "HPWG"), East Valley Patient Wellness Group, LLC ("EVPWG") and Natural Patient Remedy Center, LLC ("NPRC"), through undersigned counsel, bring this civil action for declaratory judgment and injunctive relief and allege as follows:

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PARTIES, JURISDICTION AND VENUE

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

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

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

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

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

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

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

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

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

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

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

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

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

The Arizona Medical Marijuana Act ("AMMA") and ADHS Verification System

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

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

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

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

20. Under the Act, registered nonprofit medical marijuana dispensaries are allowed to 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 Dispensary Medical Marijuana Transactions. The system is required to disclose the name of the cardholder and the amount of marijuana that each registered qualifying patient received from nonprofit medical marijuana dispensaries during the past sixty days.

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

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

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

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

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

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

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

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

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

^{3.} If a limited liability company is applying for a dispensary registration certificate, the members of the limited liability company;

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

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

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

Holistic Patient Wellness Group, LLC and the AMMA

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

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

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

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

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

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

34. After ADHS allocated HPWG the Certificate, Defendant Miller, Candice Morales 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-

member.aspx?role=MEMBER).

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

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

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

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

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

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

Upon information and belief, Defendant Miller continues to access the 42. 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.

Despite his removal as a member and manager of HPWG, as well as, a Principal 43. 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

On or about May 4, 2012, Articles of Organization for the limited liability 44. 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.

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

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

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

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

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

On August 9, 2012, ADHS allocated NRPC a Medical Marijuana Dispensary Registration Certificate (the "Certificate 2") to NRPC. 50.

After ADHS allocated NRPC the Certificate 2, Defendant De Soler, Defendant Miller, Candice Morales and Aaron Gliner, in their roles as board members and principal officers, were given Access Codes to the Verification System. 51.

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

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

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

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

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

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

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

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

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

East Valley Patient Wellness Group, LLC and the AMMA

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

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

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

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

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

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

After ADHS allocated EVPWG the Certificate 3, De Soler, Defendant Miller and Cifuentes, in their roles as board members and principal officers, were given Administrative Access Codes to the Verification System. 66.

On or about April 16, 2013, Articles of Amendment ("EVPWG April 16 5 Articles") were filed with the Arizona Corporation Commission regarding EVPWG. The EVPWG April 16 Articles removed De Soler, Defendant Miller and Enrique Cifuentes as 6 Members of EVPWG. (See Exhibit K) The EVPWG April 16 Articles removed Enrique 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. 67.

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

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

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

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

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

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

CAUSES OF ACTION

Count One: Declaratory Judgment

73. Plaintiffs incorporate each paragraph above into this claim.

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

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

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

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

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

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

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

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

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

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

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

- (a) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 et seq, declaring that Defendant Christopher Miller has no membership interest in Holistic Patient Wellness Group, LLC, Natural Remedy Patient Center, LLC or East Valley Patient Wellness Group, LLC, and therefore, his assertion of any such interest is improper and unlawful;
- (b) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 et seq, declaring that Defendant De Soler has no membership interest in Natural Remedy Patient Center, LLC or East Valley Patient Wellness Group, LLC, and therefore, his assertion of any such interest is improper and unlawful.
- (c) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 et seq, Defendant Christopher Miller is not a Principal Officer of Board Member of any Dispensary owned or operated by Holistic Patient Wellness Group, LLC, Natural Remedy Patient Center, LLC or East Valley Patient Wellness Group, LLC, and therefore, his assertion of any such interest is improper and unlawful.
 - (d) Issue an Order and enter a declaratory judgment pursuant to A.R.S. § 12-1831 et seq, Defendant De Soler is not a Principal Officer of Board Member of any Dispensary owned or operated by Natural Remedy Patient Center, LLC or East Valley Patient Wellness Group, LLC, and therefore, his assertion of any such 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

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

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

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

Count Two: Injunctive Relief

83. Plaintiff incorporates each paragraph above into this claim.

84. Pursuant to A.R.S. § 12-1801 et seq, this Court has inherent power and

authority to grant injunctive relief when the applicant is entitled to the relief demanded and such relief is required to restrain some prejudicial act, or a party is acting in violation of the rights of the applicant or when the applicant is entitled to an injunction under principles of equity.

85. As set forth above, Defendants De Soler and Miller have willfully and

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

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

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

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

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

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

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

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

94. Plaintiffs are entitled to permanent injunctive relief to restrain

Defendants'wrongful conduct.

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

- (a) The Court issue an order revoking Defendant Chris Miller's access to the ADHS verification system.
- (b) The Court issue an order revoking Defendant Chris Miller's Dispensary Agent Registry Identification Card.
- (c) The Court issue an order revoking Defendant Chris Miller's access to the ADHS verification system.
 - (d) The Court issue an order revoking Defendant Alexander De Soler's access to the ADHS verification system.

 (e) The Court issue an order revoking Defendant Alexander De Soler's Dispensary Agent Registry Identification Card.

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VEDIELCATION
VERIFICATION
STATE OF ARIZONA)) ss.
County of Maricopa)
I, Kathy Sanchez, being first duly sworn, say that:
1. I am the Managing Member of Plaintiffs Holistic Patient Wellness Group, LLC East
Valley Patient Wellness Group and Natural Patient Remedy Center -Limited Liability
Companies in the above entitled matter and as such am authorized to make this verification;
 I have read the foregoing Complaint and know the contents thereof;
 The same is true of my own knowledge, except as to those matters alleged upon
information and belief and as to those matters, I believe them to be true.
Kathy Sanchez
SUBSCRIBED AND SWORN to before me this / May of April 2014 by Kathy
Sanchez.
Notary Public
DONALANE CAMERON
DOMALANCE PUBLIC AIZONA Notary Public Aizona Notary Codello Expires of 10/01/2015 (e.e.)
My Commission Expires
10/31/15
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EXHIBIT A

AZ COSPORAT Fillerr

MAY SE 2012

FLENDL-17/6UM

Articles of Organization



HOLISTIC PATIENT WELLNESS GROUP, LLC

1. Name. The name of this limited Biblity constany is HOUSTIC PATIENT WELLNESS GROUP, LLC.

 Excern Place of Business. The address of the known place of business of this limited linkility 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, 2007 E Southern Ave, Mess, AZ 85204. The agent for service of process is not responsible for falling 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 nability company is the dense of process or correspondence received by the agent for service of process for the limited liability company if the limited nability company is address and fails to notify the agent for service of process at its address on the with the Aritone Corporation Commission.

4. Form of Management. Management of the limited linbeity company is visited in a Manager or Managers.

 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 Ck/b #6, Mesa, Arizona 65201 and (b) Candice Morales, 5413 East Harmony Avenue, Mesa, Arizona 65206.

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 #5, Musa, Arizona 85203, (b) Candion Morales, 5413 East Harmony Avenue, Mesa, Arizona 85206, (c) Aaron Gliner, 7648 North 18th Avenue, Phoenix, Arizona 85201.

7. (element leaders of Members and Members. The limited liability company must indemnify its members and managers as provided in the Openiting Agreement signed by all of the members.

8. Limitations on United 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 Arizonal Commission to form the limited flability company.

d. Require any member to contribute money or property to the limited liability company.

c. Withdraw any capital contributions made to the limited faibility company.

Change the percentage interacts of any member in the profits, losses, distributions and ownership of

the limited liabing company.

g. After the allocation of profits, losses or distributions to any eventser.

h. After the accounting method adopted by the limited liability company.

1. Your on any lasue 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.

I. Engage in any action that is expressly prohibited in the Operating Agreement.

- Transfer of or a porting 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 providens in the Operating Agreement will be noll and void. An assignce 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. Assigned specifically weive any right to become a member of this limited liability company that may be provided pursuant to Arizona Revised Statutus Section 25-732.

n. Allow a member to retire or withdraw voluntarity at 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 hardin to the contrary, this paragraph will be effective only after all of the mustions sign an Operating Agreement.

CONSENT OF STATUTORY AGENT

Kevin Stone having been designated to act as Statutory Agent haraby consents to act in that repacity until removed by the finited liability company or resigning in accomisance with the Arizana Revised Statutes.

5-30-12

EXHIBIT B

Arizona Department of Health Services 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 <u>http://www.azdhs.gov/medicalmarijuana/agents/index.htm</u>. Dispensary Agent Applications are located on the same system as the Dispensary POS and Card Verification System interface. register and create Log In Ac unt 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 <u>m2dispensaries@azdhs.gov</u>.

Thank you,

Arizona Department of Health Services Arizona Medical Marijuana Program

Thursday, August 09, 2012

EXHIBIT C

Dispensary Employees : Medical Marijuana POS/Verif System ::	
Arizona Department of Health Services Verification System for Medical Marijuana	AZGOV
Hamo Control Card Source & Solar Discourses Assol desilentaria Discourses Frank	L Candice Morales -
Home Contact Card Search & Sales Dispensary Agent Applications - Dispensary Employe	ees Dispensary Transactions -

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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	
NITZUL	ABBATE	fusiln, appate@me.com	0072703DAYI299098001	VOID	10/29/2014	AGENT		Terminate) Employment
ALAN	ABBAMS	branniganmarc@yahoq.com	0069021DAIQ192911001	VOID	9/19/2014	AGENT		Terminate Employment
BEN	ARMSTRONG	softage@gmail.com	0069430DAMV349001001	VOID	9/24/2014	AGENT	an a general	Terminate Employment
MARC	BRANNIGAN	branniganmarc@yalioo.com	0070009DAL0907919001	VOID	9/28/2014	AGENT		Terminale Employment
TREVOR	BURBANK	trevor4precisionroofing@hotmail.com	0068942DAQC750420001	VOID	9/19/2014	AGENT		Terminate Employment
CAROLYN	BYRD	cat4byrd113@gmail.com	0084321DAMS472419001	ACTIVE	3/13/2015	AGENT		Terminate Employmen
CHRISTOPHER	CARRA	enristophercarra@yahoo.com	0072021DAUU415617001	VOID	10/31/2014	AGENT		Terminate Employmen
ALEXANDER	DE SOLER	dralex@naturopathicmedicalsolutions.com	0059909DAIY516790002	ACTIVE	7/24/2014	AGENT	1 - xe - Xenari - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Terminate Employmen
MARISSA	DELGADO	n_delgado16@hotmail.com	0084432DAMJ986278001	ACTIVE	3/14/2015	AGENT		Terminate Employmen
PASCAL	DESILIO	pascaldesilio01@gmail.com	0082828DACM263720001	ACTIVE	2/28/2015	AGENT		Terminate Employmen
JOSE	GOMEZ MERCADO	kathysanchez71@gmail.com	0078692DAPQ181141001	VOID	1/18/2015	AGENT	12	Terminate Employmen
AMY	GRAHAM	amygreensky@gmail.com	0068427DAUM378181001	ACTIVE	9/12/2014	AGENT		Terminate Employmen
RICHARD.	GWILLIAM	scoltygwill@yahoo.com	0070136DANT412574001	VOID	10/1/2014	AGENT	in and an an and a second s	Terminate Employmen
TERRY	HIGGINS	dukedawg153@gmail.com	0084315DASS090515001	ACTIVE	3/13/2015	AGENT		Terminate

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KNIGHT	valerakt @aol.com	0063833DACE426370001	VOID	7/19(2014)	AGENT	har na haringan	Terminate
LYNDE	kathysanchez71@gmail.com	0078691DAYN385010001	VOID	1/18/2015	AGENT		Terminate Employme
MIHALIK	kathysanchez71@gmail.com	0078690DASG435242001	VOID	1/18/2015	AGENT		Terminate Employme
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MORALES	kathysanchez71@gmail.com	0059908DAZH501180002	ACTIVE	5/25/2014	ADMIN		
MORALES	davidsanchez1229@gmail.com			1/1/0001	ADMIN	3/14/2014 12:49:03 PM	
NEUMANN	rudi_3@hotmail.com	0071991DATK987839001	VOID	10/19/2014	AGENT	a an ai par sanai	Terminate Employme
PAHWA	rockypahwa@cox.net	0075581DAYE981714001	ACTIVE	12/3/2014	AGENT		Terminate Employme
PAHWA	rockypahwa@cox.net	0043190DAYL134467003	ACTIVE	10/23/2014	AGENT		Terminate Employme
PAIGE	nate.palge0924@gmail.com	0080289DAYK736450001	ACTIVE	2/5/2015	AGENT		Terminate Employme
RODRIGUEZ	duke@soldbyduke.com	0063832DAMW556794001	Volu	7/19/2014	AGENT		Terminate Employme
SANCHEZ	kathysanchez71@gmall.com	0059984DAQR988481001	ACTIVE	5/25/2014	AGENT		Terminate Employm
SHRADER	bcshrader@yahoo.com	0081862DAGW498720001	ACTIVE	2/20/2015	AGENT		Terminate Employm
SIFFERT	trevor4precision;cofing@hotmail.com	0070138DABH096063001	VOID	10/1/2014	AGENT		Terminate Employm
SMITH	welghtlifting400@gmail.com	0068127DAVE289120001	ACTIVE	9/10/2014	AGENT		Terminate Employme
SOLIMAN	Tikeman5@yahoo.com	0064535DALV418293001	VOID	7/27/2014	ADMIN	er en er en stran oppjal	in in still and gain of .
TOMLIN	tomtitomlin@yahoo.com	0068128DAE0065565001	ACTIVE	9/10/2014	AGENT		Terminate Employm
VERCHICK	kathysanchez71@gmail.com	0081863DACJ501102001	ACTIVE	2/20/2015	AGENT		Terminate Employm
ZAKI	shadizaky@gmail.com	0083242DAH0767616001	ACTIVE	3/5/2015	AGENT		Terminate
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EXHIBIT D

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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 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.

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Chris Miller

"Chris"

Holistic Patient Wellness Group, an Arizona limited liability company

Kathy Sanchez, Manager

"Company"

STATE OF AriloNA) SS COUNTY OF MANILOPA)

The foregoing instrument was acknowledged before me on \underline{SL} $\underline{\lambda}_{(e}/\underline{I}^{4}$.

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

Notary Public My Commission Expires: <u>UCT</u> 15H 10 OFFICIAL SEAL TID HYRUM MOHO Notary Public - State of Arizona MARICOPA COUNTY My Comm. Expires Oct. 15, 2018

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.

My Commission Expires: 07-07-14



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EXHIBIT F





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NATURAL, RENDEDY PATTERY CENTER, LLC

Ę 1. Nume: The name of this limited liability company is Natural Remedy Patient Center,

Known Place of Business. The address of the known place of business of this limbed hability company is 1307 Past Southern Avenue, Mean Arizona 85204.

3. Statutory Agent. The near and bachest address of the initial agent for service of process for this limited liability company is KBYTLaw, LL.C., 3001 Bart Camelback, Suite 130, Process for this limited liability company is KBYTLaw, LL.C., 3001 Bart Camelback, Suite 130, Process for the limited liability company of any service of process to responsible for falling to notify the agent for service of process or correspondence received by the agent for service of process or the limited liability company dampes the service of process of the the limited received by seeding a written index of address and hulls to notify the agent for service of process of the change by seeding a written notice of address alongs to the agent for service of process of the self-use on file with the Arizona. Corporation Commission.

Manager or Managers, 4. Form of Management. Management of the limited lish his company is verted in a

Managers. The sames and addresses of the Managers of this limited Hability company at the time of farmation are: (a) Chris Miller, 1211 North Country Club #6, Mesa, Arizons 85201 and (b) Candlee Mornles, 5413 East Harmony Avenue, Mesa, Arizons 85206.

6. Members. The names and addresses of each Member who owns a twenty percent or greater interest in the capital or profile of this limited liability company at the time of formation are: (a) Caria Miller, 1211 North Country Club #6, Mem., Arizona 85201, (b) Bacique Clifacates, 2727 West Buseline Road, Tempe, Arizona 85283, (c) Cardiee Mondes, 5413 Bart Hamony Avenue, Mese, Arizona 85206, (d) Anno Gliver, 7643 North 18th Avenue, Floemir, Arizona 85201 and (c) Alar. De Solar, 2879 South Key Biocover, Gilbert, Arizona 85295.

7. Indemnification of Manhern and Mungers. The limited liability company must indemnify its members and managors as provided in the Operating Agreement algoed by all of the members.

8. Limitations on Limital Hability 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

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 . .

a. Admit say member who is not listed in the original Articles of Organization filed with the Arizonia Corporation Commission to from the limited liability scorpsing.

Condition d. Require my member to contribute money or property to the finded liability

e. Withdraw any capital contributions made to the limited liability company.

Change the persentage infrared of any member in the profits, losses, distributions and ownership of the limited lightlity company.

g. Alter the allocation of profits, losses or distributions to any member.

b. After the accounting method stopped by the limited liability company.

L Vote on my issue affecting the limited Rability company, a member or a manager.

j. Educt or success any require,

L. Engage in any action that requires the approval of the members.

1. 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 Hashiliy company. Any attempt to transfer all or my portion of a member's interest in the Hashel Hability company that does not comply with the applicable provisions in the Operating Agreement will be not and void. An assignee of all or a portion of a member's interest in the limited Hability company will not become a member of the United Hability company or have my right to participate in the management or the affairs of the limited Hability company accept as juvicipate in the management. An algories specifically write any rights to become a member of this limited liability company that may be provided purpant to Arizons Revised Statutes Section 29-732.

Allow a member to retire or withdraw voluntarily as a mountarily

o. Assign all or any portion of a member's interest in the imited liability company.

p. Dissolve the limited liability company.

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

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Dated: May 4, 2012.

Richard

CONSERT OF STATUTORY AGENT

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

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

By

Richard Keyt, Minnger

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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.

This mel

"Chris"

Natural Remedy Patient Center, an Arizona limited liability company

Kathy Sanchez, Manager

"Company"

STATE OF AVIZONA)) ss COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on 02226200 2014, by Chris Miller.

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

Notary Publi OFFICIAL SEAL HYRUM MOHO My Commission Expires: UCT. 15th 2016 Notary Public - State of Arizona MARICOPA COUNTY My Comm. Expires Oct. 15, 2016

STATE OF ARIZONA)) ss COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March $\frac{19}{2}$, 2014, by Kathy Sanchez.

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

Not

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 Storer Jaki as Attang in Frit

Natural Remedy Patient Center, an Arizona limited liability company

By: Kathy Sanchez, Manager

"Company"

Commission Exp July 07, 2014

STATE OF <u>Arizona</u>) COUNTY OF <u>Maricopa</u>) ss

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.
	Notary Public	pur bour
My Commission Expires: <u>07-07-</u> 2014	_/	
		MARTA GARCIA-LEDUE Notery Public, State of Arizona Maricopa County

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.

Aug Notary Public My Commission Expires: 07-07-14 MARTA GARCIA-LEDUE Public.Sta

Maricopa County Commission Exp July 07, 2014

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:

Alex De Soler	15257 N. 100 th st. #2161	Scottedale, At 15260 1/P/ZZ
Principal: Name	Address of Residence	City, State, Zip Code Date of Birth
Sheref ZAK:	2017 N Bist Place	Scottodale AZ 852-7 10/17/1982
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:

• <u>Scope and extent of powers granted</u>: 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 of 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
- 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.

Superior Court of Arizona in Maricopa County ALL RIGHTS RESERVED GNSPOA10f-i-050212

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, <u>Aley 2</u> Soler, the principal, sign my name to this power of attorney this <u>13^H</u> day of <u>August</u> 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 forme, 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, <u>Sheref</u> <u>ZAK</u>, <u>Botros</u> <u>Salim</u> 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.

BT NI L Witness Signature

7. NOTARIZATION: For Notary:

The State of	Arzona
County of	Maricopa

Subscribed, swom to and acknowledged before me by <u>ARXCLECKEY</u> <u>DESDE</u> The principal, and subscribed and swom to before me by



31 a. (142)

Superior Court of Arizona in Maricopa County ALL RIGHTS RESERVED GNSPOA10f-i-050212

EXHIBIT J

AT CODOTE	CONNESSOR
No orang Car	FILED

Articles of Organization



NAY S0 2012 REEM 1-17647183

EAST VALLEY PATIENT WELLIESS BROUF, LLC

1. Name. The name of this limited itability company is EAST VALLEY PATIENT WELLNESS GROUP, LLC.

 Known Piece of Business. The address of the known piece of business of this limited Rebilly company is 1307 East Southern Avenue, Mess Arbons 85204.

3. Statutory Agent. The name and business address of the initial agent for service of process for this inner a nabinary company is keylin scole, 1307 a sourcem Awa, Mark, 2 65204, the agent for service unit process is not responsible for failing to notify the limited Fability 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 of the limited liability company if the limited liability company if the limited liability company if the limited liability company if the limited liability company if the limited liability company if the limited liability company if the limited liability company if the limited liability company is 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 of its address on file with the Arizone Corporation Commission.

 Form of Management. Management of the limited liability company is vested in a Management Managem.

 Managers. The names and addresses of the Managers of this limited illability company at the time of formation are: (a) Christ Miller, 1211 North Country Club #5, Mesa, Arizona 85201 and (b) Enrique Ciluantes, 2727 West Baseline Road, Tempe, Arizona 85283,

6. Members. The names and addresses of each Member who owns it twenty percent or granter interast. In the capital or profits of this limited liability company at the time of formation are: (a) Chris Miller, 1211 North Country Club #6, Mass, Arbons 85201, (b) Entique Criventes, 2727 West Baseline Road, Temps, Arbons 85213, (c) Alax De Soler, 2679 South Key Biscoyne, Gilbert, Arbons 85255.

7. Index a trication of Manubers and Manupers. The limited flability company must indemnify its members and managers as provided in the Operating Agreement signed by all of the members.

8. Umitations on United liability Company Action, The Emited Hability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the Emited Hability company's Operating Agreement signed by all of the members:

- Alter any purpose for which the limited liability company was formed.
- b. Change the life of the limited liability company from purputant to a shortar term.
- c. Admit any member who is not listed in the original Articles of Organization filed with the Artional Commission to form the Brited Rabibly company.
- d. Require any member to contribute money or property to the limited liability company.
- c. Withdraw any capital contributions mode to the limited liability company.
- ${f f}_{\rm c}$. Change the percentage interacts of any member in the profits, losses, distributions and swateship of

the limited soliky company.

- g. Alter the allocation of profits, losses or distributions to any member.
- h. After the accounting method adopted by the limited liability company.
- 1. 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.
- 1. Engage in any action that is expressly prohibited in the Operating Agreement.

to. 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 aprignee 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 accept as provided in the Operating Agreement. Assignees specifically we're any right to participate in the management or the affairs of the limited liability company accept as provided in the Operating Agreement. Assignees specifically we're any rights to become a member of this limited liability company that may be provided pursuant to Arteora Revised Statutes Section 25-782.

- n. Allow a member to ratine 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 hardin to the contrary, this paragraph will be effective only after all of the membersision an Operating Agreement.

CONSIGNT OF STATUTORY AGENT

Knvin Stone having been designated to set as Statutory Again hereby consents to act in that expendity until removed by the limited lightling company or resigning in accordance with the Arizona Revised Statutes.

Statutory Ageni (Eignature)

5-30-12

EXHIBIT K

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EXHIBIT L

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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 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.

Min May

"Chris"

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East Valley Patient Wellness Group, an Arizona limited liability company

Ŕ Kathy Sanchez, Manager

"Company"

STATE OF ALWAS)) ss COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me on 02/26100, 2014, by Chris Miller.

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

My Commission Expires: UCL. 15th July

Notary Public OFFICIAL SEAL HYRUM MOHO Notary Public - State of Arizona MARICOPA COUNTY My Comm. Expires Oct. 15, 2016

4

STATE OF ARIZONA

)) ss

COUNTY OF MARICOPA)

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

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

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 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 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.

Lett Le Soler ex De Soler by SHERD Zall AS Attorney 14 Fact "Alex"

3

East Valley Patient Wellness Group, an Arizona limited liability company

By Kathy Sanchez, Manager

"Company"

STATE OF Arizona)) ss COUNTY OF Marico Pa)

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

IN WITNESS WHEREOF, I have hereun My Commission Expires: $07-07-14$	to set my hand and official seal.
	MARTA GARCIA-LEDUE Notary Public, State of Arizone Maricopa County My Commission Expires July 07, 2014

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.

July 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:



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 Remeally 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 of 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
- 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.

Superior Court of Arizona in Maricopa County ALL RIGHTS RESERVED GNSPOA10f-i-050212

Durable Special Power of Attorney

- EFFECTIVE DATE: the time from which this document is operational: 28 13 20/2
- 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 incapacilated, 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:

1. <u>Aley De Scier</u>, the principal, sign my name to this power of attorney this <u>13th</u> day of <u>August</u> 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. § 14-550,1 } am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Principal Signature

For Witness:

I. Sheref ZAK, /Botros Selim 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.

Et Mi He Witness Signature

7. NOTARIZATION: For Notary:

The State of	Arizona
County of	MANILOPOL

Subscribed, swom to and acknowledged before mu by ARXCLECKEY REALSTINE principal, and subscribed and sworn to before me by



Superior Court of Arizona in Maricopa County ALL RIGHTS RESERVED

GNSPOA101-i-050212