

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

SOUTH TEXAS WELLNESS CENTERS, L.L.C.
Filing Number: 800310670

Articles of Organization
Tax Forfeiture
Public Information Report (PIR)
Reinstatement

February 27, 2004
February 03, 2006
December 31, 2006
February 15, 2007

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 29, 2008.



Hope Andrade
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: SDFHOYQZ

Fax: (512) 463-5709
TID: 10266

Dial: 7-1-1 for Relay Services
Document: 234738430007

EXHIBIT A

ARTICLES OF ORGANIZATION
OF
SOUTH TEXAS WELLNESS CENTERS
A LIMITED LIABILITY COMPANY

FILED
In the Office of the
Secretary of State of Texas
FEB 27 2004
Corporations Section

I, PLESHETTE JOHNSON, the undersigned, am a natural person eighteen (18) years of age or older. I am acting in the capacity or organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for such liability company:

ARTICLE I.
NAME

- 1.01 The name of the limited liability company is SOUTH TEXAS WELLNESS CENTERS, L.L.C.

ARTICLE II.
DURATION

- 2.01 The period of duration of limited liability company's existence shall be perpetual.

ARTICLE III.
PURPOSE

- 3.01 The Limited Liability Company shall have the powers provided for a corporation under the Texas Business Corporation Act and a limited partnership under the Texas Revised Limited Partnership Act.
- 3.02 The purpose for which limited liability company is organized is to transact any and all unlawful business for which limited liability companies may be organized under Texas, including, but not limited to, the following:
- a To carry on any business or any other legal or lawful activity allowed by law;
 - b To acquire, own, use, convey, and otherwise dispose of and deal in real or personal property or any interest therein;

- c. To manufacture, buy, sell, and generally deal in goods, wares and merchandise of every class and description;
 - d. To buy, rent, sell, manufacture, produce, assemble, distribute, repair, and service any and all products or services in which the company desires to engage;
 - e. To do such other acts as are incidental to the foregoing or desirable in order to accomplish the purpose for which the company was formed; and
 - f. To have and exercise all rights and powers that are now or may hereafter be granted to a limited liability company by law.
- 3.03 The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this limited liability company by the laws of the State of Texas.
- 3.04 The company may, in its Regulations, confer powers, not in conflict with law, on its Members in addition to the foregoing and in addition to the powers and authorities expressly conferred on them by statute.

ARTICLE IV.
PRINCIPAL PLACE OF BUSINESS

- 4.01 The address of the company's principal place of business in this state is: P.O Box 20268 Houston, Texas 77225

ARTICLE V.
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

- 5.01 The company initial Registered Agent is Luther L. Johnson, Jr..

- 5.02 The address of the company's initial Registered Office is

*1406 Southmore Blvd.
Houston, TX 77004*

ARTICLE VI.

- 6.01 The management of the company is reserved to its members.

6.02 The name of addresses of the persons who are to serve as Members are:

	<u>Name</u>	<u>Address</u>
1.	Pleshette Johnson, D.C.	3003 South Loop West, Ste. 415 Houston, Texas 77054
2.	ADA Penrice Johnson	3003 South Loop West, Ste. 415 Houston, Texas 77054
3.	Luther L. Johnson, Jr.	3003 South Loop West, Ste. 415 Houston, Texas 77054
4.	Luther L. Johnson, III.	3003 South Loop West, Ste. 415 Houston, Texas 77054

**ARTICLE VII.
ORGANIZER**

7.01 The name and address of the organizer is:

PLESHETTE JOHNSON, D.C.
3003 SOUTH LOOP WEST
HOUSTON, TEXAS 77054

ARTICLE VIII.

- 8.01 Meetings. Periodic meetings shall be held as determined by the members of the company.
- 8.02 Capital Contributions. The members may make capital contributions to the company on the date of each periodic meeting in such amounts as the company shall determine, provided, however, that no member's capital account shall exceed \$100.00 of the capital accounts of any of the other members of the company.
- 8.03 Capital Accounts. A capital account shall be maintained in the name of each member. Any increase or decrease in the value of the company on any valuation

date shall be credited or debited, respectively, to each member's capital account on that date. Any other method of valuating each member's capital account may be substituted for this method, provided the substituted method results in exactly the same valuation as previously provided herein. Each member's contribution to, or capital withdrawing from the company, shall be credited or debited, respectively, to that member's capital account.

- 8.04 Management. Each member shall participate in the management and conduct of the affairs of the group in proportion to his capital account. Except as otherwise determined, all decisions shall be made by the members whose capital accounts total is majority of the value of the capital accounts of all the members.
- 8.05 Sharing of Profits and Losses. Net profits and losses of the company shall inure to, and be borne by, the partners, in proportion to the value of each of their capital accounts.
- 8.06 Books of Account. Books of account of the transactions of the company shall be kept and at all times be available and open to inspection and examination by any member.
- 8.07 Annual Accounting. Each calendar year, a full and complete account of the condition of the company shall be made to the members.
- 8.08 Bank Account. The company may select a bank for the purpose of opening a bank account. Funds in the bank account shall be withdrawn by checks signed by any member designated by the company.
- 8.09 Broker Account. None of the members of this company shall be a broker. However, the company may select a broker and enter into such agreements with the broker as required for the purchase or sale of securities. Securities owned by the partnership shall be registered in the company name unless another name shall be designated by the company.

Any corporation or transfer agent called upon to transfer any securities to or from the name of the company shall be entitled to rely on instructions or assignments signed by any member without inquiry as to the authority of the person(s) signing such instructions or assignments, or as to the validity of any transfer to or from the name of the company.

At the time of a transfer of securities, the corporation or transfer agent is entitled to assume (1) that the company is still in existence and (2) that this Agreement is in full force and effect and has not been amended unless the corporation has received written notice to the contrary.

- 8.10 No Compensation. No partner shall be compensated for services rendered to the partnership, except reimbursement for expenses.
- 8.11 Additional Members. Additional members may be admitted at any time, upon the unanimous consent of the members, so long as the number of members does not exceed twenty-five (25).
- 8.12 Transfers to a Trust. A member may, after giving written notice to the other members, transfer his interest in the company to a revocable living trust of which he is the grantor and sole trustee.
- 8.13 Removal of Member. Any member may be removed by agreement of the members whose capital accounts total a majority of the value of all member whose capital accounts total a majority of the value of all member's capital accounts. Written notice of a meeting where removal of a partner is to be considered shall include a specific reference to this matter. The removal shall become effective upon payment of the value of the removal partner's capital account, which shall be in accordance with the provisions on full withdrawal of a partner noted in paragraphs 8.15 and 8.17. The vote action shall be treated as receipt of request for withdrawal.
- 8.14 Termination of Company. The company may be terminated by agreement of the members whose capital accounts total a majority in value of the capital accounts of all the members. Written notice of a meeting where termination of the company is to be considered shall include a specific reference to this matter. The company shall terminate upon a majority vote of all member's capital accounts. Written notice of the decision to terminate the company shall be given to all the members. Payment shall then be made of all the liabilities of the partnership and a final distribution of the remaining assets either in cash or in kind, shall promptly be made to the members or their personal representatives in proportion to each member's capital account.
- 8.15 Voluntary Withdrawal (Partial or Full) of a member. Any member may withdraw a part or all of the value of his capital account in the partnership and

the partnership shall continue as a taxable entity.

The member withdrawing a part or all of the value of his capital account shall give notice of such intention in writing to the Secretary. Written notice shall be deemed to be received as of the first meeting of the company at which it is presented. If written notice is received between meetings, it will be treated as received at the first following meeting.

In making payment, the value of the company as set forth in the valuation statement prepared for the first meeting following the meeting at which notice is received from a member requesting a partial or full withdrawal, will be used to determine the value of the partner's account.

The company shall pay the member who is withdrawing a portion or all of the value of his capital account in the partnership in accordance with section 8.17 of this Agreement.

8.16 Death or Incapacity of Member. In the event of the death or incapacity of member (or the death or incapacity of the grantor and sole trustee of a revocable living trust, if such trust is member pursuant to Section 8.12 hereof), receipt of notice shall be treated as a notice of full withdrawal.

8.17 Terms of Payment. In the case of a partial withdrawal payment may be made in cash or securities of the company or a mix of each at the option of the member making the partial withdrawal. In the case of a full withdrawal, payment may be made in cash or securities or a mix of each at the option of the remaining partners. In either case, where securities are to be distributed, the remaining members select the securities.

Where cash is transferred, the company shall transfer to the partner (or other appropriate entity) withdrawing a portion or all of his interest in the partnership, an amount equal to the lesser of (i) ninety-seven percent (97%) of the value of the capital account being withdrawn, or (ii) the value of the capital account being withdrawn, less the actual cost to the company of selling securities to obtain cash to meet the withdrawal. The amount being withdrawn shall be paid within ten (10) days after the valuation date used in determining the withdrawal amount.

If the member withdrawing a portion or all of the value of his capital account in the company desires an immediate payment in cash, the company at its earliest convenience may pay eighty percent (80%) of the estimated value of his capital account and settle the balance in accordance with the valuation and payment procedures set forth in sections 8.15 and 8.17.

When securities are transferred, the company shall select securities to transfer equal to the value of the capital account or a portion of the capital account being withdrawn (i.e., without a reduction for broker commissions). Securities shall be transferred as of the date of the club's valuation statement prepared to determine the value of that partner's capital account in the partnership. The Club's broker shall be advised that ownership of the securities has been transferred to the member as of the valuation date used for the withdrawal.

8.18 Forbidden Acts. No member shall:

- a. Have the right or authority to bind or obligate the company to any extent whatsoever with regard to any matter outside the scope of the company purpose.
- b. Except as provided in Section 8.12, without the unanimous consent of all the other members, assign, transfer, pledge, mortgage or sell all or part of his interest in the company to any other member or other person whomsoever, or enter into any agreement as the result of which any person or persons not a member shall become interested with him in the company.
- c. Purchase an investment for the company where less than the full purchase price is paid for same.
- d. Use the company name, credit or property for other than partnership purposes.
- e. Do any act detrimental to the interests of the company or which would make it impossible to carry on the business or affairs of the partnership.

ARTICLE IX. **AUTHORITY**

9.01 The authority to acquire, mortgage, or dispose of property of the company is limited to the members.

ARTICLE X.
INDEMNIFICATION

- 10.01 The company shall indemnify every Member, and the Member's heirs, executors and administrators, against expenses actually and reasonably incurred by the Member, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the Member may be made a party by reason of having been a Member of this limited liability company.
- 10.02 This indemnification is being because the Member will be requested by the company to act for and on behalf of the company and of for the company's benefit.
- 10.03 This indemnification shall not be exclusive of other rights to which the Member may be entitled.
- 10.04 The Member shall be entitled to the fullest indemnification allowed by the current law or as the law may be amended hereafter.
- 10.05 A Member shall be liable to the company for the following actions.
- a. A breach of their duty of loyalty to the company, or to its Members;
 - b. An act or omission that was taken in bad faith and which constitutes a breach of the Member's duty to the company by an act that is grossly negligent, malicious, or intentional, as those terms are defined at law;
 - c. A transaction in which the Members benefits to the detriment of the company or its Members; and
 - d. An action for which the Member is liable at law and for which an indemnification is not allowed.

ARTICLE XI.
COMPANY ACTIONS

- 11.01 Any action required by the Texas Limited Liability Company Act, and any

amendments thereto, shall be taken at any annual or special meeting of Members of the Limited Liability Company.

- 11.02 Or any action which may be taken at the annual or special meeting of Members of the Limited Liability Company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, settling forth the action so taken, shall be signed by the holder or holders of member interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted.
- 11.03 Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Texas Limited Liability Company Act, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.
- 11.04 Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

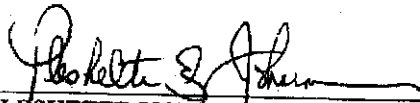
ARTICLE XII.
RESTRICTIONS ON ITS TRANSFERABILITY

- 12.01 The membership interest of the Limited Liability Company will be subject to restrictions on its transferability as set out in the Regulations of the Limited Liability Company, which regulations will be kept with the records of the Limited Liability Company.
- 12.02 The Limited Liability Company will provide a copy of the Regulations without charge to any record holder of a membership interest upon written request addressed to the Limited Liability Company as its principal business office or its registered agent's address.

ARTICLE XIII.
CONTINUITY OF BUSINESS

- 13.01 All of the remaining Members of the company may agree to continue the business upon the death, expulsion, withdrawal, bankruptcy or other dissolution of a Member.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2003.


PLESHETTE JOHNSON, Incorporator

ACKNOWLEDGMENT

STATE OF TEXAS §

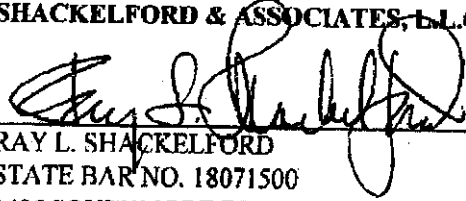
COUNTY OF HARRIS §

This instrument was acknowledged before on January 31, 2004, by
PLESHETTE JOHNSON.


NOTARY PUBLIC - STATE OF TEXAS

Respectfully submitted,

SHACKELFORD & ASSOCIATES, L.L.C.


RAY L. SHACKELFORD
STATE BAR NO. 18071500
1406 SOUTHMORE BLVD.
HOUSTON, TEXAS 77004
(713) 520-1636 (OFFICE)
(713) 521-0043 (FAX)

ATTORNEY FOR ORGANIZER

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

**Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
SOUTH TEXAS WELLNESS CENTERS, L.L.C.**

File Number : 800310670

Certificate / Charter forfeited : February 03, 2006

The Secretary of State hereby determines and finds the following:

1. The Secretary of State has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code that there are grounds for forfeiture of the charter or certificate of authority of the referenced entity.
2. The entity has not revived its forfeited corporate privileges within 120 days after the date that the corporation privileges were forfeited.
3. The Comptroller of Public Accounts has determined that the entity does not have assets from which a judgment for any tax, penalty, or court costs imposed under Chapter 171 of the Code may be satisfied.

It is therefore ordered that the entity's charter or certificate of authority be forfeited without judicial ascertainment and that the proper entry be made upon the permanent files and records of such entity to show such forfeiture as of the date hereof.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Come visit us on the Internet @<http://www.sos.state.tx.us/>

(512) 463-5555

FAX (512) 463-5709

TTY 7-1-1

05-102
(Rev 1-05/29)

a T Code ■ 13196

3333

3204501327

06326151514

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

MUST be filed to satisfy franchise tax requirements

Corporation name and address

SOUTH TEXAS WELLNES CENTERS LLC
P O BOX 20268
HOUSTON TX 77225

Do not write in the space above

c Taxpayer identification number ■ 51049457000	d Report year ■ 2006
e PIR / IND 1 ■	4 ■
Secretary of State file number or, if none, Comptroller unchartered number g ■	
Item k of Franchise Tax Report, Form 05-142	

If the preprinted information is not correct, please type or print the correct information. The following information MUST be provided for the Secretary of State (SOS) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

Check here if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections Band C.

Corporation's principal office
PLESHETTE JOHNSON
Principal place of business
3003 SOUTH LOOP WEST, HOU. TX 77054

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.



SECTION A. Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
P JOHNSON	DIRECTOR	<input checked="" type="checkbox"/> Yes	
MAILING ADDRESS 3003 S LOOP WEST HOUSTON TX 77054			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
None			
Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation	State of incorporation	Texas SOS file number	Percentage interest
None			

Registered agent and registered office currently on file. (See instructions if you need to make changes.)
Agent: P JOHNSON
Office: 3003 S LOOP WEST HOUSTON TX 77054

Check here if you need forms to change this information. Changes can also be made on-line at <http://www.sos.state.tx.us/corp/soscd/index.shtml>

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here Officer, director, or other authorized person
J JOHNSON
Title: DIRECTOR
Date: 11/06/06
Daytime phone (Area code and number): (713) 528-3535 IN

Feb-15-07 07.16A

P.02



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas
FEB 15 2007
Corporations Section

APPLICATION FOR REINSTATEMENT AND

~~REVOCATION OF CERTIFICATE OF AUTHORITY~~

SOUTH TEXAS WELLNESS CENTERS L L C
PO BOX 20268
HOUSTON, TX 77225-0268

Name of entity:

File No.:

08007310670

Taxpayer ID No.:

32-0145013-21

1. The entity named above was forfeited or its certificate of authority was revoked on:

2/24/06
(date)

for the following reason:

(check one)

- (a) failure to maintain a registered agent;
- (b) failure to file a franchise tax return and/or pay state franchise tax;
- (c) other: _____

- 2. The entity has corrected the default and has paid all fees, taxes, and penalties due.
- 3. The entity applies for reinstatement and requests that the secretary of state set aside the forfeiture or the revocation of its certificate of authority.

By:

Thomas Johnson

(signature)

Owner

(title)

INSTRUCTIONS FOR FILING APPLICATION FOR REINSTATEMENT

1. SIGNATURE: CORPORATIONS - An application for reinstatement by a corporation forfeited for failure to file a franchise tax return and/or pay state franchise taxes must be signed by an officer, director or shareholder of the corporation. All other applications must be signed by an officer or director of the corporation.

LIMITED LIABILITY COMPANIES - An application for reinstatement by a limited liability company must be signed by a manager or member of the limited liability company.

2. FEES: The fee for an application for reinstatement is \$75 unless the entity is a nonprofit corporation. The filing fee for the reinstatement of a nonprofit corporation is \$5 unless the corporation was forfeited for reason (b), in which case there is no fee. Fees may be paid by personal checks, money orders, LegalEase debit cards, or MasterCard, Visa, and Discover.

Feb 15-07 07:17A

TX COMPTRLLER OF

P.03



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

AUSTIN, TEXAS 78774-0100

February 9, 2007

SOUTH TEXAS WELLNESS CENTERS L L C
PO BOX 20268
HOUSTON, TX 77225-0268

TAX CLEARANCE LETTER FOR REINSTATEMENT

To: Texas Secretary of State
Corporations Section

Re: SOUTH TEXAS WELLNESS CENTERS L L C
Taxpayer number: 32014501321
File number: 0800310670

The above referenced corporation has met all franchise tax requirements and is eligible for reinstatement through May 15, 2007

[Handwritten Signature]
ELIJAH SHEPARD
HOUSTON, TX
Corporations - Enforcement
(713) 862-5244

To reinstate this entity, an application for reinstatement (SOS Form 801), this tax clearance letter, and the appropriate filing fee, if applicable, must be filed with the Texas Secretary of State on or before the expiration date of this letter.

An application and instructions for reinstatement can be obtained by visiting <http://www.sos.state.tx.us/corp/forms.shtml> or by calling 512/463-5581

Note: If the entity fails to reinstate on or before the tax clearance date indicated in this letter, additional franchise tax filing requirements must be met and a new request for tax clearance must be submitted prior to reinstatement.

Form 337 (Rev 3/05)