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(Requestor's Name)

Robert A Kreucher
2870 Florida Blvd Apt 3
Delray Beach FL 33483-4624

(City/State/Zip/Phone #)

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(Business Entity Name)

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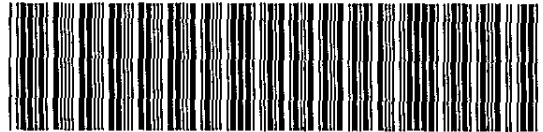
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03 JAN 27 PM 12:43
DELAWARE COUNTY



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

January 13, 2003

ROBERT A KREUCHER
2870 FLORIDA BLVD APT 3
DELRAY BEACH, FL 33483-4624

SUBJECT: HEALTHY INVESTMENTS MANGEMENT, LLC
Ref. Number: W03000000986

03 JAN 27 PM 12:43
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TALLAHASSEE, FLORIDA

We have received your document for HEALTHY INVESTMENTS MANGEMENT, LLC and your check(s) totaling \$250.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the entity. *

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Marsha Thomas
Document Specialist

Letter Number: 603A00001592

* They are both the same:
(AS ENUMERATED ON THE 1st PAGE)

2870 FLORIDA BLVD #3
DeLray Beach, FL 33483-4624

Sincerely
Robert A Kreucher
561-330-6867

Healthy Investments Management, LLC,
A Limited Liability Company
Articles of Organization

FILED
03 JAN 27 PM 12:45
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA

The following is offered as acceptable compliance to the Florida State Limited Liability Company Laws (herein referred to as the "Law"), requiring a writ of organization for proper implementation of this herein-formed Florida State Limited Liability Company by stated members and their Trustees.

ARTICLE ONE - GENERAL

1.1. **COMPANY NAME:** The name of the Limited Liability Company is:

Healthy Investments Management, LLC,

The intention of these Articles is to organize a Limited Liability Company (to be taxed as a partnership) and does hereby declare that this writ does comply and further incorporates by reference those provisions, responsibilities and adjuncts as set forth in the Florida State limited liability company laws.

MEMBERS NAMES AND ADDRESSES: Members entering into this agreement dated, September 15th, 2002, are by and among:

Robert Kreucher, who is the active Member of this Limited Liability Company, c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA, ZIP EXEMPT [33483]

Vibrational Medicine Operational Trust ,
c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA ZIP EXEMPT [33483]
James B. Keith, Executive Trustee.

HI Business Holding Trust,
c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA ZIP EXEMPT [33483]
James B. Keith, Executive Trustee.

1.2. That this herein created organization is a true Limited Liability Company as provided for under Florida state statute, and is not, by any persons, agencies or organizations to be construed to be a corporation, a sole proprietorship, a limited partnership or other organization or organization other than as so stated herein and hereinafter under organization of it's members and their fiduciary Trustees.

1.3. **DURATION:** This Company will continue for a period of 30 years unless amended by members and Trustees. Termination of this organization will occur, therefore, as of midnight of July 14th, 2032, unless terminated due to dissolution, bankruptcy or other legal factors affecting the members and causing earlier termination at the behest of members and the Trustees. In the event of a normal business life, and at the termination date, the members will determine that this organization will be terminated, reorganized or re-implemented for an additional term at the option of then-existing members and their fiduciaries and/or Trustees. At that date and time term length will be decided by unanimous vote, should the option to extend be chosen by unanimous vote of the members and Trustees.

ARTICLE TWO - PURPOSE & AGENCY

2.1. BUSINESS PURPOSE: The purpose of this Limited Liability Company will be to conduct any or all lawful business for which Limited Liability Companies may be organized, including but not limited to business intent of contracting with and managing the business interests of specific privately owned and/or held organizations under private contract with those organization's members, managers and Trustees. This Company reserves the right to act in the capacity of any lawful for-profit business and will take full advantage of any and all available resources for the benefit of its managers, members and member's Trustees. Said resources will include, but not be restricted to: buying and leasing of products, property and services from other businesses, legal, accounting, insurance and other professional services, etc., as may be determined by the active Member and Trustees.

2.2 DESIGNATED OFFICE :

c/o 2870 Florida Blvd. #3, Delray Beach 83 FLORIDA ZIP EXEMPT [33483]

2.3 NAME OF REGISTERED AGENT/OFFICE: The address/office of the initial registered (or statutory) agent in this state is: c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA ZIP EXEMPT [33483] which is the office of: **Robert Kreucher**, who is the registered agent for service of process and will maintain compliance with all local, state and federal requirements for and on behalf of this herein created organization under contract with the members and the Trustees. In the event of agency failure, the then serving Executive Trustee of the Vibrational Medicine Operational Trust shall be the successor agent until the members shall appoint a replacement

ARTICLE THREE - TRANSFERS - CAPITAL ACCOUNTS - LOANS

3.1 PROPERTY TRANSFERS TO THE COMPANY: Members create this Company and transfer or exchange cash or property, more particularly described on Exhibit "B" as maintained in the private Trust records of the primary member, under attorney-client privilege, incorporated by reference and signed as accepted and authorized by members as per the Act, and as interpreted by the member's Trustees. The Manager(s) will hold the/any assets described on Exhibit "A", along with assets forthcoming and income and profits earned (collectively called Company property) and will manage and administer, collect and dispose of the property for the benefit of the members who hold or acquire shares of interest in the Company as well as for those contracted organizations in a fiduciary capacity as per the Trustees.

3.2 CAPITAL CONTRIBUTIONS: Each member has made acceptable capital contributions commensurate with a percentage of ownership, as set forth opposite their name on Exhibit "A", which is maintained in the private Trust records of the primary member, under fiduciary control of the Trustees. Said Exhibit(s) not included with the Articles of Organization, which is registered with the state of Florida, are maintained within the private records of this organization under fiduciary control of the Trustees. No individuals or organizations are given or allowed access to the Exhibit(s) except as expressly provided for within the Florida state Limited Liability Act and approved by the Managers/Trustees.

3.2.a No member will be paid interest or dividends on any Capital contribution by the managers or Trustees.

3.3 ALLOCATION/DISTRIBUTION GENERAL PROVISIONS

3.3.a Each member's percentage interest as of a particular date will equal the percentages established opposite the name on Exhibit "B" and in the Operational Agreement established and maintained with the Company's private records, as provided for under the Act and approved by the member's Trustees.

3.3.b Except as provided for in 3.2, above, or as set forth under private contract/agreement with this Limited Liability Company organization, no member will be required to make contributions of capital to the Company, in cash or any other property, save members will contribute in proportionate amounts to the shares and approved by the members and Trustees.

3.3.c No member will be entitled to withdraw their initial Capital Contribution from the Company or to receive distributions from the Company assets, accounts receivable or assets, except as provided in this instrument and/or the Operational Agreement and approved by the members and Trustees.

3.3.c.1 Except for as provided for in section(s) 3.2, the time and amount of distribution(s) of funds to established members will be determined by the active Member, then in office, acting in fiduciary discretion as approved by the members and Trustees. To the extent cash is available, in whatever form, and after providing for necessary reserves, distributions will be made as per the provisions for allocations within the Operating Agreement and approved by the members and Trustees.

3.3.c.2 The Company will retain funds necessary to cover business needs, which will include reserves against losses and the payments, and making provisions for payments, when due, of obligations of Company, and any contracted agencies, companies, Trusts, organizations or other clientele Company will find themselves in an/any fiscally responsible position for and/or in agency to or for, including obligations owed to members, and will retain funds for any other Company purposes and approved by the members and Trustees. The amounts of the reserves and the purposes for which reserves are made will be determined by the active Member (s) and approved by the member's Trustees.

3.3.c.3 The Company will act in any fiduciary capacity as contracted with client organizations; however, will not be held nor assume responsibility for any state, federal or local taxation, assessments, or other governmentally controlled debts, other than to remit such funds as may be assigned and credited by and to the client's accounts, as held in trust, herein.

3.4 LOANS: The Company may borrow money or any other negotiable valuables with or without the Manager(s) eliciting approval of any/all members, but must be approved by unanimous vote of the active Member and Member's Trustees. This Company will not lend money, other negotiable valuables or Company property without the unanimous approval of the/all Manager(s) and upon proper notification of all members or their fiduciary Trustees.

3.5 TRANSFERS OF MEMBERSHIP INTERESTS: Members, or their agents, Trustees or representative have no right to transfer or otherwise dispose of membership interest in this Company, except with the consent of the Manager (which consent may be arbitrarily withheld) and approved by the members and Trustees.

3.5.a Anything contained to the contrary within these Articles notwithstanding, the assignee, heir, Beneficiary(ies) or other, of a membership interest will have the right to become a substitute member in the Company only if the assignee agrees in writing to be bound by the terms of this instrument and the Operational Agreement and tenders to the Manager those applicable sums covering reasonable costs incurred by the Company in preparing and recording necessary amendments to these Articles and the aforementioned Operating Agreement, unless otherwise waived by consent of the/all Member(s) and/or the Trustees.

3.6 COMPANY RESPONSIBILITIES: As per the Operating Agreement, hereafter established, the Member(s) will hereinafter be authorized to procure for those appropriate employees, volunteers, members and managers, their Trustees or lawful agents, programs both as follows and as determined as needful by the Member(s) for immediate and future use: appropriate housing in Company-owned, leased or managed real estate properties, with utilities, telephone(s) and other necessary amenities for use as additional facilities for the Company, as on-site property managers may/will be required at those locations to maintain the property in its pristine condition; access to and use of Company owned, leased or otherwise acquired vehicles, complete with maintenance, gas, appropriate upkeep and other needs and/or a suitable vehicle allowance to compensate them for use of their own vehicle for Company needs; suitable clothing and/or allowance for acquisition of same for dress unique to the Company's business, as this organization is a uniform intensive company and dress standards are established and will be maintained; health, key man disability and other necessary and appropriate insurances, including workman's compensation where applicable and appropriate; retirement and/or investment programs; and other benefits as may be determined by the Members(s) as appropriate. Any managerial personnel, volunteers, ministers or other(s) employee(s) not willing to provide security, maintenance, residence in Company housing and time to maintain Company managed properties, etc. will not be suitable for this position.

ARTICLE FOUR - MANAGEMENT - LIABILITY

4.1 MANAGEMENT: Management of this LLC is vested in the Members. As provided for in the Law, this Company is to be managed by the members, and specifically managed by the active Member of the

Company. Should non-members be utilized in the management of this Company, at any future time, it will be by the appointment of the members of this Company or their lawfully appointed Trustees, agents, guardians or representatives. The name and street address of the active Member who is initially to manage the Company is: **Robert Kreucher**, officed at: **c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA, ZIP EXEMPT [33483]**

4.1.a The expected term of the herein established Manager may be for the entire term of this organization's life.

4.1.b The active Member hereby has full rights and responsibilities for proper management of this hereby established organization, in all aspects, and as further defined in the adopted Company Operating Agreement.

4.2 MANAGERIAL TERMINATION: The active Member of this organization may not arbitrarily assign and/or terminate their position without providing for a competent, trained successor acceptable by and approved by the other then subsisting members. Should the active Member, in compliance with their hereby-accepted fiduciary responsibilities meet such conditions as would allow their voluntary termination, said termination would take effect upon not less than 30 days written notification to the aforementioned members.

4.2.a Without limiting the rights of the members, otherwise provided at law or in equity, termination of the active Member will occur only at the express option of the members and only in the event that said active Member will be proven guilty (i) of fraud, malfeasance in office, gross negligence, willful misconduct, misappropriation of funds/assets/property or other felony which could/should/would place this organization, it's members and/or clientele at risk or otherwise be not in the best interests of the herein established members; or (ii) a material default by the active Members in the performance of their obligations to the Company under this agreement, or the adopted Operating Agreement, causing substantial, irretrievable loss to the members.

4.3 LIABILITY OF MEMBERS: The Members(s) will not be personally liable for any loss resulting from an act or omission to act in the execution of any of the powers conferred by these Articles of Organization, so long as they acted in good faith and legal intent. No active Member will be personally liable for an act or omission of any other Member, or for an act or omission of any person appointed by any Member to assist with the proper execution of this Company's programs and processes. All persons dealing with the Members will look only to the Limited Liability Company assets/property for the payment of their claims and every instrument which the Member(s) will be made parties to or on account of which any liability may be chargeable against the Company property, will in substance so state such limitation of liability as per and in compliance with the Law.

4.3.a No assets held in trust for clients, nor funds nor assets of any kind shall be commingled for purposes of relief of this company's debts or obligations. Nor shall such funds/assets belonging to clients be subject to claim, assessment or seizure for purposes of relieving the obligations of this organization.

4.3.b Accounts of deposit may be opened continued and maintained with various financial institutions, at the member's discretion; hereinafter referred to as "Bank"; with and under and account titled Healthy Investments Management, LLC, as approved by the Trustees. That funds on deposit in Bank shall be subject to withdrawal by checks, notes, drafts, bills of exchange, acceptances, orders or other instruments made in the name of Healthy Investments Management, LLC, and signed by the active Member, herein, who have been provided with powers as members and administrators of this account by the Trustees. Checks, notes, drafts, bills of exchange, acceptances, orders or other instruments for purposes of funds withdrawal may be signed by the active Member and drawn upon such Bank as drawee or made payable at or to said Bank, including instruments drawn to cash or bearer or to the individual order of an officer, employee or member Trustee of this Healthy Investments Management, LLC, shall be honored and paid by said Bank and charged to the account of Healthy Investments Management, LLC, and said Bank may receive the same in payment of or as security for the indebtedness of signers or other officers, employees or members to the Bank, or in transactions whether or not known to be for the benefit of the Limited Liability Company, without inquiry as to/of the circumstances of the issue or the disposition of the proceeds, and without liability to the member Trusts and without obligation upon said Bank to inquire whether the same be drawn or required for this organization's business or benefit, as per and by the Trustees. The active Member shall, upon such situation occurring, notify Bank that they shall not disclose nor provide confidential information to any persons, organizations, agencies or otherwise nor allow funds to be seized nor frozen at any time or shall be subject to those provisions under UCC Sections 3, 4 and 5, as well as other applicable statutes and codes, at the discretion of and by the active Member. This publicly-recorded writ shall therefore act as constructive notification upon any individual(s), organizations and/or representatives or agents of same as to the above

information and shall be valid in any court within any jurisdiction of these united States or any country that the u.S. might be under treaty with.

4.3.c The rights and remedies of any member hereunder will not be mutually exclusive. The respective rights and obligations hereunder will be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, nor will it limit or effect any other rights in equity or any other rights at law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the parties hereto that their respective rights and obligations hereunder will be enforceable in equity as well as at law.

4.4 INDEMNIFICATION: Members will be indemnified by and receive reimbursement from the Company assets against any and all loss, liability, expense or damage arising out of any action or omission to act as Member, except to the extent that any such loss, liability, expense or damage will result from his or her willful misconduct. Any indemnity or reimbursement will be limited to the Company assets/property, and no member will be personally liable for any such indemnification.

4.5 FIDUCIARY RESPONSIBILITY: The Member(s) will be under a fiduciary duty and obligation to conduct the affairs of the organization in the best interests of the Company and it's members, including the safekeeping and use of Company funds and assets (whether or not in the immediate possession or control of the active Member) and the use thereof for the benefit of the Company. The active Member will personally take whatever steps may be/become necessary to ascertain that their agents, assignees, contractors, employees, etc., will/do act with integrity and good faith in exercising due diligence in all activities relating to the operations of the Company and internally resolving all conflicts of interests as may arise.

4.5.a The active Member will maintain and ascertain that this organization is in ongoing compliance with any/all applicable laws, statutes and regulations pertaining to the ongoing continuance of the organization. In respect to this paragraph, the active Member will take, or assign competent agents, attorneys, accountants, consultants or assignees to perform any/all action that may be necessary and/or appropriate for the continuation of the Company's valid existence as a lawful Limited Liability Company under the laws of the State in which this organization is registered for the acquisition and holding of interests in accordance with the provisions of these regulations and applicable laws and governmental regulations.

4.6 GENERAL ACTIVE MEMBER POWER OF AUTHORITY: As per Exhibit "C", as maintained in the private Trust records of the principle members of this hereby created Limited Liability Company, the herein members may assign a specific Power of Authority to any individual for whatever reason or purpose they see fit. For these purposes, and in an effort to better facilitate the processes and interests of those members, Robert Kreucher is hereby nominated and confirmed as the individual holding said Power of Authority over this organization until such as time as she may relinquish or has this position removed from her as per those provisions within the Operating Agreement.

ARTICLE FIVE - AMENDMENTS

5.1 AMENDMENT: These Articles of Organization may be amended by the active Member in any particular, without the consent of the members, except that no change may be made in the provisions governing the liability of the active Member, or other agents, or the members. Amendments implemented by active Member may be:

(i) to add to their duties, obligations or delegate or surrender any/all rights or powers granted to them herein;

(ii) to cure any ambiguity or correct or supplement any provision herein which may be inconsistent with other provisions herein, or to make/create any other provisions with respect to any matter or questions arising under these Articles so as to not be inconsistent with any provisions contained herein; and

(iii) to delete or add any provision of these Articles required to be so deleted or added by any regulatory agency(ies), which deletion or addition is deemed by such agency, with legal counsel retained for verification purposes, to be for the protection, benefit and/or in the best interests of the members and the Company in general. Notice is hereby given that it is the intention hereby for this organization to be in and retain a position of total compliance to any/all regulatory agencies or others having power hereinafter. Therefore, these Articles do hereby adopt through incorporation by reference any/all legal statutes, code, regulations, etc. as may/might be pertinent hereinafter, either at present or in the future, as a tacit amendment to this action.

5.1.a An amendment may be considered by the members, their Trustees or lawfully appointed agents and such amendment may be recommended, adopted and implemented by and through the active Member

or a professional Manager, as employee, agent or consultant, as may be retained for this, as well as other purposes.

ARTICLE SIX - GENERAL ARTICLES

6.1 DISSOLUTION: This Company will be dissolved thirty years after the date of organization or in the event of any of the following:

6.1.a By written agreement of all of the members entitled to receive any or all of the profits, or

6.1.b Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any member, or upon the occurrence of any other event that terminates the continued eligibility for membership of a member in the Company, unless the business of the Company is continued by consent of all of the remaining members within 90 days after the event of termination.

6.1.c The latest date on which this Company is to dissolve is **30 years** from start date, or midnight of **July 14th, 2032** unless a majority of members vote to continue for an additional period of time to be specified at that time, that is, members holding at least two-thirds of the votes of the Company.

6.2 APPOINTMENT FOR SERVICE OF PROCESS: The assigned Director or State officer over business entities within or as assigned by the Florida Secretary of State's office, or other appropriate or applicable agent as defined by Florida statute is hereby appointed the agent of this Limited Liability Company for service of process if the herein identified registered agent has terminated or resigned without a replacement, the registered agent's authority has been revoked without notice to the State or the registered agent cannot be found or served with the exercise of reasonable diligence, as legally demonstrated, and provable in a court of law, by the/any server.

6.3 PROTECTIVE MEASURE: These Articles cover the formation of a registered statutory limited liability company organization under Florida statute whose logo, trade dress, concept, theme or any other similarities are protected by copyright and copycat laws by interpretation by the United States Supreme Court ruling of 20012. (The Lanham Act - a Federal Statute.)

ARTICLE SEVEN - EXECUTION OF THESE ARTICLES OF ORGANIZATION

7.1 SITUS: This Company agreement has been accepted by the Members in the State of Florida and its validity, construction, all rights, only the laws of that State will govern privileges, powers and immunities by it. No resolutions, appointments or assumptions by any actual, assumed or appointed State or federal agencies, officers or others shall stand as jurisdictional against or over this limited liability company save there is an actual State statute in place prior to the formation of this organization covering such situation.

7.2 SEVERABILITY: If any provision of this instrument is or proves to be unenforceable, the remaining provisions nevertheless will be carried into effect. Further, any aspect of this instrument or accompanying documents found to have insufficiencies in grammatical content, syntax or spelling will continue to carry full effect for the spirit of its intent and will not suffer termination, diminishment or lessening of powers for those insufficiencies, under any circumstances. Additionally, any aspect of this instrument or accompanying documents found to have insufficiencies in coordination or cooperation with the laws, statutes and regulations of the State of Florida shall be immediately incorporated by reference upon discovery of same by the Active Member or other recognized fiduciaries.

7.3 ENTIRE AGREEMENT: The parties hereto agree that all understandings and agreements heretofore made between them are merged in these Articles of Organization, which alone fully and completely express(es) their agreement with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied among the parties hereto, other than as set forth in this agreement and the company-maintained Operating Agreement, save it will be by future amendment under those provisions created heretofore. All prior agreements among the parties are superseded by this agreement, which does and will integrate all promises, agreements, conditions and understandings among the parties with respect to the Company and its properties/assets, etc.

7.4 COUNTERPARTS: These Articles of Organization may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one agreement. The signatures of any party to a counterpart will be deemed to be a signature to, and may be appended to, any other counterpart.

7.5 INTERPRETATION: These Articles will be interpreted and construed in accordance with the laws of the State of Florida, without reference to the rules governing the conflict of laws. The parties hereby consent to company jurisdiction and venue in the applicable District Court within the State of Florida, Palm Beach County; only under a Title 4 U.S.C.A. 1 American flag of peace, and not any martial or admiralty proceedings; with respect to any action or proceeding brought in connection with these Articles. All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the organization(s), entities, person or persons referred to may require. The captions of sections/paragraphs of this agreement have been inserted as a matter of convenience only and will not control or affect the meaning or construction of any of the terms or provisions hereof.

ARTICLE EIGHT - APPLICABLE SIGNATURES OF THOSE Citizens of the united States of America ESTABLISHING THESE ARTICLES OF ORGANIZATION

8.1 IN WITNESS WHEREOF, Members have, with their following signatures executed this Limited Liability Company Agreement for Healthy Investments Management, LLC, on the date first above written:

BY:

James B. Keith, ttee
Executive Trustee James B. Keith
For and on behalf of the member Vibrational Medicine Operational Trust

James B. Keith, ttee
Executive Trustee James B. Keith
For and on behalf of the member HI Business Holding Trust

Robert Kreucher
Member Robert Kreucher

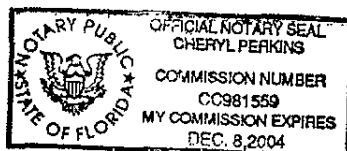
Robert Kreucher
Registered Agent Robert Kreucher

State of FLORIDA)
County of Palm Beach)

On this 18th day of November, in the year 2002, before me, a notary public, personally appeared Robert Kreucher, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged he (she/they) executed the same. Witness my hand and official seal.

My commission expires:

(SEAL)



Cheryl Perkins
Signature of NOTARY PUBLIC

FILED
03 JAN 27 PM 2:44
CLERK OF DISTRICT COURT
PALM BEACH COUNTY
FLORIDA