



01/10/03--01053--002 **250.00





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: HARMONIOUS HEALING, LLC

Ref. Number: W03000000987



We have received your document for HARMONIOUS HEALING, 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. \checkmark

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: 503A00001593

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

2870 Florida Blud #3

Delray Beach, FL 33483-4624

561-330-6867

Articles of Organization Anticles of Organization

COMPANY NAME: The name of the Limited Liability Company is:
 Harmonious Healing, 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.

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

Robert Kreucher, c/o 2870 Florida Blvd. #3, Delray Beach 83, <u>FLORIDA</u> ZIP EXEMPT [33483]

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

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

- 2.1. 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.
- 3. DURATION: This company will continue for a period of 30 years from the date of agreement.
- 4. BUSINESS PURPOSE: The purpose of this Limited Liability Company is to conduct any or all lawful business for which limited liability companies may be organized, including, but not limited to business intent of providing various technical consulting relating to various high tech, electronic and other endeavors, including, but not limited to investments; but not securities or other industries requiring licensure, unless the principals herein do comply with such requirements; and borrowed income and/or similar services as may be contracted for on wholesale, retail or otherwise to generated clients/customers, lessees and other individuals, companies, or personal, business and/or other organizations, as determined by the members that such need is to be met and sustained by this organization, as future adjuncts to those services as/or originally designed by and for the member's Trustees. Notice is made that neither insurance nor banking businesses are intended by this organization. Further notice is herein provided that those Trust members, established above, directly or indirectly beneficiary to or are operating under direction of both a non-denominational religious and estate planning organization, therefore the workings this business will be maintained in accordance with directives established by the Trustees of those organizations and may be classed and utilized as a 26 USC Section 502(b)(2) feeder organization to a 26 USC Section 508(c)(1)(A) Church. As such, this company will have no employees during it's duration but will rely upon the good will

and sufferance of charitable volunteers and other administrators/ministers, acting under direction of their organization to accomplish the works established by the Trustees under letters of direction. The Company herein reserves the right to act in the capacity of any lawful for-profit business for which all efforts and results of same will be forwarded to a single member for accounting and distribution as per the dictates of it's member's, and will retain the option(s) to take full advantage of any and all available resources for the benefit of its Members and Member's Trustees, with an explicit retention of all rights as inured to the Trustees.

5. DESIGNATED BUSINESS OFFICE ADDRESS is: c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA, [33483]

- 6. REGISTERED AGENT: In conjunction with Florida State Statute, the office of the initial registered agent is: c/o 2870 Florida Blvd. #3, Delray Beach 83, FLORIDA, [33483] and the agent is: Robert Kreucher, for service of process.
- 7. MANAGEMENT: Management of this LLC is vested in the Members. Pursuant to Florida annotated Code, these articles do hereby state that this company is to be managed by the Members. Said management does not, in any manner prohibit obtaining the services and expertise of consultants and professional management organizations, whose owners, managers and employees may or may not be members of the Harmonious Healing, LLC, but who are contracted by the Members and Member's Trustees. Selection of said organization will be by the appointment of the Member for this company and/or their Trustees, agents or lawful representatives holding power of authority to do so, under assignment of the Trustees. In the event of a managerial organization being retained, hereinafter, said organization will be retained and installed on a permanent basis, and will be dismissed and replaced only upon justifiable cause, i.e.: provable malfeasance, misappropriation of funds or fraud, by the principle owners of said organization and at/by the determination of the herein established Members.
- 8. LIABILITY OF MEMBERS: The company will hold-harmless the Members and Member's Trustees, who will not be personally liable for loss resulting from an act or omission to act in the execution of the powers conferred by the Articles of Organization, so long as they acted in good faith and legal intent as per the intent of the Members and Member's Trustees. No Member will be personally liable for an act or omission of any person appointed by a Member or Trustee to assist with the purposes of this company as approved by the Members and/or their Trustees. All persons dealing with this company will look only to the Harmonious Healing, LLC, property/assets for the payment of their claims and every instrument which the Members will be made parties to or on account of which liability may be chargeable, against the company property, will in substance so state such limitation of liability or said instrument be discounted by the Members under that power allowed by the Members and their Trustees.
- 9. INDEMNIFICATION: Members, and, if applicable, Member's Trustees will be indemnified by and receive reimbursement from the company assets against loss, liability, expense or damage arising out of an action or omission to act as Members, except to the extent that such loss, liability, expense or damage will result from his or her willful fraud, malfeasance or misconduct as determined by the Members and their Trustees. Indemnity or reimbursement will be limited to the company property, and no Members will be personally liable for any such indemnification, which will be under the determination of the major shareholding Member's Trust Protector.
- 10. AMENDMENTS: The Articles of Organization may be amended in part or in whole, except that no change may be made in the provisions governing the liability of the Members, or other agents, or the Members or their Trustees. An amendment may be considered by the Members and may be adopted only upon acceptance by the Members and the Member's Trustees.
- 11. APPOINTMENT FOR SERVICE OF PROCESS: The Director or General Officer over Limited Liability Companies and other business organizations, as appointed by and through the Florida Secretary of State, is hereby appointed the agent of this limited liability company for service of process if the registered agent has resigned without a replacement, the registered agent's authority has been revoked or the registered

agent cannot be found or served with the exercise of reasonable diligence through notification to the Trustees. This agreement has been accepted by the Members in the State of Florida and its validity, construction, all rights, powers and immunities by it will be governed by the laws of that state as interpreted and agreed by the Members and Trustees.

- 12. SEVERABILITY: If provisions in this instrument are or prove to be unenforceable, the remaining provisions nevertheless will be carried into effect as approved by the Trust Protector and implemented by the Members or the professional managerial firm contracted by the Members and their Trustees. Further, aspects 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 the creator's intent and will not suffer termination, diminishment or lessening of powers for those insufficiencies, under any circumstances, and that/those intents will be wholly determined by it's then existing Members under the sufferance of the Members and the Member's Trustees.
- 13. SIGNATURES: IN WITNESS WHEREOF, Members have, with their following signatures executed this Limited Liability Company Articles of Organization for this Harmonious Healing, LLC, on the date first above written and with their signatures duly acknowledge that Robert Kreucher holds full signatory rights and power of authority for the Members of this herein created Limited Liability Company, with an explicit reservation of all rights as maintained by the Members and Member's Trustees.

BY:

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

Executive Trustee James B. Keith
For and behalf of the VH Business Holding Trust, Member

State of FLORIDA

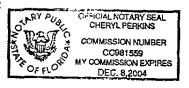
County of Pain Beach

County of Pain Beach

On this $\sqrt{8^{1/4}}$ day of $\sqrt{8^{1/4}}$ day of $\sqrt{8^{1/4}}$, 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)



Signature of NOTARY PUBLIC