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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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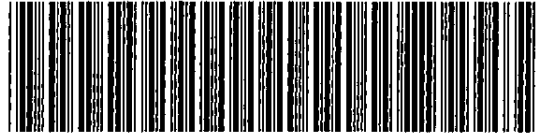
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2008 MAY 21 P 3:51

FILED

MAY 21 2008  
D. A. WHITE

**TRANSMITTAL LETTER**

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Declaration Of U.B.O.T.

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

**FEES:**

Declaration of Trust	\$350.00	# 2744
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**OPTIONAL:**

Certified Copy	\$ 8.75
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**FROM:** Paul C. Lambert

\_\_\_\_\_  
Name (Printed or typed)

1925 19th Street

\_\_\_\_\_  
Address

Sarasota Florida 34234

\_\_\_\_\_  
City, State & Zip

941 650 2712

\_\_\_\_\_  
Daytime Telephone number

Lambert Financial Services  
Trust  
1925 19th Street  
Sarasota, Florida 34234

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

**FILED**

Lambert's Financial Services Trust

2008 MAY 21 P 3:52

A U. B. O. TRUST

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Lambert's Financial Services Trust, a  
(Name of Trust)  
Florida Trust hereby affirms in order to file or qualify  
(State)  
Lambert's Financial Services Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 1925 19th Street

Sarasota Florida 34234

3. The registered agent and street address in the State of Florida is:  
Paul C Lambert

1925 19th Street Sarasota Florida 34234

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Paul C. Lambert

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Paul C Lambert

Name: Paul C. Lambert  
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

**DECLARATION**

*Creating*

**FILED**

2000 MAY 21 P 3:52

*Lambert's Financial Services Trust*  
A PURE TRUST ORGANIZATION

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THIS DOCUMENT** is a contract and declaration between the undersigned parties, known hereinafter as the "Creator" and the "Exchanger".

WHEREAS the Creator herein offers to create for consideration an organization under common law having a fixed number of certificates which evidence a right of distribution, commonly known as a Pure Trust Organization or Unincorporated Business Organization, and

WHEREAS the Exchanger herein desires to bargain and exchange, in trade, good and valuable consideration for certificates of the newly created organization,

THEREFORE, the parties mutually agree, promise and covenant as follows:

1. **CONSIDERATION:** The Exchanger herein agrees to bargain, exchange, assign, convey and deliver to this organization or its appointed Trustee, a promissory note payable upon demand, for twenty-one dollars denominated in United States Silver Certificates, plus other good and valuable consideration, in exchange for 005 certificate(s) evidencing a right of distribution as promised by the Creator. Immediately upon execution of this agreement, the Creator agrees to appoint a Trustee having authority to carry out the exchange and hold and administer the consideration received. This initial exchange, a description of the consideration, whether personal and/or real property, and the number of certificates issued, shall be documented in the minutes of the organization. Both parties herein contract to perform, and agree that this exchange is not a sale or a gift, but an *equal-in-value* exchange.

2. **ADMINISTERED AS TRUST ESTATE:** The assets of this organization shall be deemed, for administrative purposes, a trust estate and the consideration received from the Exchanger shall be deemed the initial corpus. Any additional property received from any future exchanger or any party shall be deemed an addition to corpus. Any persons may add property of any character to the trust estate at any time by gift, grant, conveyance, exchange, insurance proceeds, assignment, will or any other method so long as the property and method of transfer is approved by the Trustee(s). All assets belonging to the trust estate shall be listed on Schedule "A", or an addendum to Schedule "A", and administered as provided herein.

3. **IRREVOCABLE AGREEMENT:** The parties herein agree that this contract and declaration, including all trust provisions contained herein, shall be irrevocable. The Exchanger irrevocably relinquishes all rights to the property exchanged into this organization. Neither the Creator nor the Exchanger nor any certificate holder shall have any right to revoke or amend this contract and declaration. Amendment may only be made by unanimous approval of the Board of Trustees as provided herein. Further, the board of Trustees shall have exclusive power to construe and determine the meaning and intent of this contract and declaration.

*Lambert's Financial Services Trust*  
TRUST NAME

**4. APPOINTMENT OF TRUSTEE:** Upon execution of this contract and declaration, the Creator shall appoint a Trustee, known hereinafter as the "first" Trustee, to administer this organization as provided herein. The first Trustee shall provide the Creator a written acceptance of the appointment (pg 17), which shall be made a part of the permanent records.

**5. BOARD OF TRUSTEES:** The first Trustee, upon acceptance of the appointment, may thereafter appoint a second Trustee. They in turn may jointly appoint one or more additional Trustees and may designate successors. The Trustees shall collectively act by authority of this contract and the trust provisions contained herein as a Board of Trustees for the purpose of holding and administering company assets for the benefit of certificate holders. At no time shall more than half of all Trustees be related to or subordinate to any person holding more than fifty percent of the outstanding certificates. All members of the Board of Trustees shall serve without bonds.

**6. DISCRETIONARY POWERS:** The parties herein agree that the Board of Trustees shall have absolute and sole discretionary power over this organization, its assets and earnings therefrom. The Board shall have authority to determine what shall constitute principal and earnings, how such assets shall be allocated, and shall have absolute authority to determine if and when distributions of principal or earnings will be made to certificate holders.

**7. ACCEPTANCE BY TRUSTEES:** The first Trustee, for himself and all subsequent Trustees and successor Trustees, by accepting the appointment as Trustee of this organization causes all present and future Trustees to agree to the following:

- A. They accept the initial gift or conveyance of property on behalf of the organization and acknowledge the delivery of all property specified on Schedule "A".
- B. They agree to conduct the organization's affairs in good faith, in conformity with the terms and conditions set forth in this contract and its inherent trust provisions.
- C. They agree to exercise their best judgment and discretion to conserve and improve the property of the trust estate in accordance with decisions of the Board of Trustees as set forth in the organization's minutes.
- D. They agree, upon final liquidation of the trust estate, to distribute the assets to the existing certificate holders as their contingent rights may appear.

**8. ADMINISTRATIVE PROVISIONS:** The Trustees, and their successors, may hold administrative offices within the organization, and may singularly or collectively exercise authority granted by the Board of Trustees in the management of company affairs. They are herein authorized to exclusively manage, administer and control the trust estate without the consent of certificate holders. The following specific terms and conditions apply:

- A. The Board of Trustees shall be at least one (1) in number, and may be increased as deemed necessary in the manner set forth above.
- B. A Trustee may resign or be removed from the Board, with or without cause, by a resolution of the Board of Trustees determined by a majority vote or by a mandate of a court of competent jurisdiction.

Lambert's Financial Services Trust  
TRUST NAME

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- C. In the event of death, removal from the Board, or resignation of a Trustee, the vacant position shall be filled by a successor Trustee, if preappointed, or the remaining Board of Trustees may appoint a successor by unanimous vote. Should the entire Board of Trustees become vacant, upon proper application by a qualified party, a court shall appoint one Trustee who, after accepting the appointment, shall in turn appoint a second Trustee, and they may jointly appoint others as provided in the manner set forth above.
- D. The signing and acknowledging of this contract by any Trustee or Trustees shall constitute the Trustees' collective acceptance of this contract and its trust provisions and the Trustees' acknowledgment that this organization's property and assets are vested in fee simple in the trust estate without any further act or conveyance by the Board of Trustees. The Trustees as discretionary fiduciaries shall hold legal and equitable title to all assets.
- E. The Board of Trustees may provide for meetings at stated intervals without notice, and special meetings may be called at any time by one or more Trustees upon three day's written notice. At any regular or special meeting, a majority of the Trustees shall constitute a quorum for conducting business, provided affirmative action may only be had upon a majority vote of the Trustees, whether present or absent, except that in a special meeting called for a special purpose the majority present may affirmatively act in emergency matters. A telephone or fax vote shall be a valid vote.
- F. Any resolution of the Board of Trustees shall be deemed within the Board's power so long as the resolution is not inconsistent with this organizational document and any amendments thereto.
- G. The Trustees shall be controlled by this document as amended and future resolutions of the Board of Trustees. All meetings and resolutions shall be recorded in a company minute book.
- H. The Trustees shall keep proper records and accounts as the Board of Trustees deems necessary for the proper management of the trust estate.
- I. The Trustees shall not be required to individually assume liability for loss of company assets while acting in good faith on behalf of the organization, or for any act or omission of any other Trustees, agents or employees. They shall, however, be liable for their own breach of good faith if such breach is established in a court of competent jurisdiction. If a Trustee shall for any reason suffer a personal loss while providing good faith service to the trust, the Trustee shall be reimbursed for such loss from the trust estate.
- J. The Board of Trustees, at the expiration of the term as set forth herein, shall wind up company affairs and terminate the company operations, making final distribution as provided. If the organization was recorded publicly, the Trustees shall file with the Recorder a notice of termination; and the Trustees, thereupon, shall automatically be discharged, provided final administration and distribution was made in accordance with the terms and conditions of this agreement. Otherwise, a court of equity may be invoked to review and correct any tort or error.
- K. When there are no longer trustees and beneficiaries the Manager will have the right to dissolve the trust by following the procedures in "J".

9. **TRUSTEE POWERS:** The Trustees shall have general common law powers over the

Lambert's Financial Services Trust

TRUST NAME

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company and the trust estate herein, and may do anything any citizen may lawfully do in any state or country. Specifically, but not by way of limitation, they shall have all rights, authority and power as follows:

- A. To compromise or abandon any claims arising out of, in favor of, or against the company and its trust estate, and the Trustees' good faith decision in that regard shall be binding and conclusive on all parties.
- B. To manage, invest and reinvest the trust estate, or any part thereof, in any kind of property or venture which men of prudence, discretion and intelligence consider for their own account, without being restricted to investments which are ordinarily permitted by law or customarily used for trust funds, and without restrictions as to the duration of this organization. Specifically included, but not by way of limitation, are real estate, collectables, gems, art works, precious metals, corporate obligations of every kind, preferred and common stock, commodities, mutual funds and trust funds.
- C. To open, maintain and close bank and thrift accounts of every kind, and conduct all monetary affairs of this trust (see page 43).
- D. To sell at public or private sale for cash, credit, or cash and credit, and upon such terms and conditions as the Trustees may deem proper.
- E. To sell, grant, convey, mortgage, option, rent, lease or pledge all trust estate assets, real, personal or mixed, in such manner as deemed appropriate.
- F. To borrow on or encumber the trust estate without restriction, and to make loans with or without security. All borrowed funds shall immediately become a part of the trust estate.
- G. To allocate capital gains and/or dividends to trust principal as may be deemed appropriate or advantageous to the trust estate.
- H. To register company property in the name of the company, a fictitious trade name of the company, a Trustee or nominee so long as company ownership of such property can be clearly demonstrated.
- I. To make distributions in cash or in kind and to assign values to such property according to the Trustees' best judgment.
- J. To accept additions to the trust estate by deed, will, assignment, exchange, gift, grant, insurance proceeds or any other methods deemed acceptable to the Trustees. The Trustees are further authorized to honor any buy-sell agreements extant as to any property or interest held in trust.
- K. To elect and remunerate officers from the Board or elsewhere as deemed appropriate or expedient. To hire and remunerate employees, agents or contractors. To incur and pay the ordinary and necessary expenses of administration, including, but not limited to, legal fees, accountant's fees, Trustee fees, brokerage fees, consulting fees and the like, and to allocate all the expenses and receipts between principal and income as the Trustees shall deem proper.
- L. To give proxies, to deposit securities with and transfer title to committees representing securities holders and to participate in voting trusts, reorganizations and other transactions involving the common interest of security holders.

Lambertis Financial Services Trust  
TRUST NAME

- M. To open margin accounts with securities firms and commodities traders and to buy, write or trade in options, commodities, and to make short sales. The Trustees shall be empowered to hold securities in their own names, the name of a nominee, in street name, or unregistered in such condition that ownership will pass. The Trustees shall incur no liability to the company for any loss. Further, any securities firm or commodities traders may rely on this document and the trust provisions herein in respect of a Trustee's authority without making further inquiry.
- N. The Trustees are expressly authorized to hold, manage and operate any company property, or business or enterprise. The profits and losses, if any therefrom, shall be chargeable respectively to the trust estate.
- O. The Trustees are authorized to pay all taxes out of the trust estate, and have complete discretion, power and authority to make any decisions or elections that would effectively minimize such taxes.
- P. The Trustees may expressly delegate one or more of their powers to any other person or persons as may be deemed expedient for the management of company affairs, and may revoke such delegation at any time by written notice delivered to such persons.
- Q. The Trustees, by a majority vote, may change the domicile of the company with or without cause if they deem such change will protect or benefit the trust estate.
- R. The Trustees, by unanimous vote, may make amendments to this contract and declaration and take such other consequential actions as they deem necessary or appropriate to protect the integrity of the organization and to insure the organization will continue to function and be administered in the best interest of certificate holders and in the manner intended.
- S. The Trustees, by majority vote, may at any time and at their sole discretion wind up company affairs, terminate this organization and make distributions of the trust estate to certificate holders as provided herein.

**10. RIGHT TO DISTRIBUTION:** The Trustees have discretionary powers to make distributions from this organization without regard to equality of certificate holders except for final liquidation. Notwithstanding, a right to any distribution from this organization shall be evidenced by the holding of one or more certificates, and the following provisions respecting such certificates shall remain in full force and be carefully observed by the Trustees, certificate holders, and interested third parties at all times:

- A. The Trustees shall be authorized to issue one hundred (100) certificate units (hereinafter called TCUs or certificates), representing 100% of the rights to distribution from the organization's trust estate. The Trustees shall not issue TCUs in excess of that number. The TCUs shall have no par value, and the Trustees shall not place any nominal value on TCUs at any time. TCUs are non-assessable, nontaxable, nonnegotiable and limited in transferability. The lawful possessor shall be construed the true and lawful owner thereof. The Creator herein may own TCUs. No person having or controlling a majority vote on the Board of Trustees, however, shall have or possess any rights to distribution from the trust estate.

Lambert's Financial Services Trust  
TRUST NAME



- B. The Trustees are authorized to receive property into the trust estate in exchange for a negotiated number of TCUs. The party exchanging the property shall be deemed to be an Exchanger. All owners of TCUs shall be identified on a Registry of Trust Certificate Units (page 53), kept in the company minute book. Ownership of TCUs shall not entitle the holder to any legal or equitable title in the company or the trust estate, nor to any undivided interest therein, nor management thereof.
- C. TCUs shall be immune from seizure by any creditor of the lawful owner.
- D. Death, insolvency or bankruptcy of any TCU holder, or the transfer of his TCUs by gift, exchange or sale, shall not operate as a dissolution of this organization or its operation or business; nor shall such events entitle his creditors, heirs or legal representatives to demand any partition or division of the trust estate or any special accounting. Death of a TCU holder shall terminate his or her rights under the TCU and said rights may not thereafter pass by probate or operation of law to any heir or legatee, but shall revert to the Board of Trustees to be reissued as determined by an action of the Board.
- E. TCUs may be surrendered to or transferred back to the organization subject to the approval of the Board of Trustees, but may not otherwise be pledged, assigned, hypothecated or transferred by a TCU holder without the consent of a majority in interest of all other current TCU holders. Should a TCU holder transfer or surrender his TCUs to the organization, the Board of Trustees may, at its sole discretion assign, convey or exchange said TCUs to any other person(s) or entities upon approval of the Board. If any TCU holder contests, in any court of law, the validity of this organization or any provision herein, or the authority of the Trustees, that TCU holder's certificates shall revert back to the Board of Trustees and may be reissued to other parties at the discretion of the Board.

**11. NEGOTIATION AND EXCHANGE:** The Trustee is herein authorized to bargain, exchange, trade or sell certificates to a willing Exchanger upon board approval at the initial Board of Trustees' meeting or any time thereafter.

**12. NOTICE TO THIRD PARTIES:** Notice is hereby given to all persons, companies or corporations extending credit to, contracting with or having claims against this organization or its Trustees, that they must look only to the funds and property of the organization for payment or for settlement of their damages, accounts receivable or claims. The Trustees, officers or agents of this organization are not personally liable for the organization's obligations.

**13. COPIES AS ORIGINALS:** A copy of this organizational document bearing the seal or signature of a Trustee, or a copy certified by a Notary Public as a correct copy, shall be relied upon as an original document and shall have the full force and effect of the original document in every respect.

**14. PURPOSE AND INTENT OF THIS AGREEMENT:** This contract with trust provisions is intended to create a common law contractual company, (also known as an Unincorporated Business Organization) for receiving, conveying or holding property in fee simple, and for providing prudent management of such property, and for conducting any legitimate business through appointed Trustees for the benefit of certificate holders. The Trustees shall hold both legal and equitable title to the trust estate, and shall act solely within their powers as provided herein and within their common law rights and immunities. The administration of this organization shall be amenable to judicial regulation and under the protection of the court. If any provision herein is unenforceable, the remaining provisions shall nevertheless be carried into effect. Nothing herein contained shall be construed as an intent to evade or contravene any law,

*Harbert's Financial Services Trust*  
 TRUST NAME

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nor to delegate to the Trustees any special power belonging exclusively to a statutory company, franchise or incorporation.

**15. COMMON LAW ORGANIZATION:** The Creator expressly declares this to be an organization founded upon the freedoms and rights inherent in the common law of the Republic of the United States of America, and all references herein to the United States shall be construed to refer to the Continental United States of America in its original context as set forth in the Constitution of the United States, the original Bill of Rights and the state constitutions of the several sovereign states comprising the union of the United States of America. This organization, then, is created under the common law of contracts, protected by Article I, Sec. 10, Para. 1 of the Constitution of the United States. It is, therefore, not created under the statutes of any U.S. state, and does not depend upon any statute for its existence. It is not a partnership or corporation or statutory trust, but a separate legal entity having its own common law identity.

**16. LEGAL DOMICILE:** This organization shall be domiciled in the state where it conducts its principal business. Notwithstanding, the Creator herein provides that upon a majority vote of the Board of Trustees this organization may be moved to, and administered in, any state or territory of the United States of America, or in any English common law foreign jurisdiction.

**17. PRIVACY:** This organizational document and all company business shall be kept private, protected by the Privacy Act of 1974, 5 USC 552(a), the Fourth and Fifth Amendments to the Constitution of the United States, and the common law privacy rights available in the United States of America and every other applicable jurisdiction.

**18. TERM OF YEARS:** This organization, unless terminated earlier as provided herein, shall continue for a term of 25 (twenty-five) years. The life of the company may, however, be extended for additional 25-year terms, subject to a unanimous affirmative vote of the Board of Trustees at least ninety days prior to each termination date. At dissolution, the trust estate shall be distributed on a pro-rata basis to the then existing certificate holders.

**19. COMPANY NAME:** This organization shall be named as shown on page one of this contract and declaration. This shall be deemed the company name. Company business shall be conducted under this name, or under one or more fictitious trade names, or in the name of a Trustee or nominee determined at the sole discretion of the Board of Trustees.

**20. IN WITNESS WHEREOF:** the Creator and the Exchanger execute this contract and declaration in recognition of the delivery and acceptance of the property named herein, and in recognition of the powers and duties imparted to the Trustees of this organization. They assent to all the terms and conditions set forth herein, and declare that the effective date of this organizational document is March 27, 2008

Witness our Signatures:

Creator:

Paul C. Lambert  
TRUST CREATOR

Mary E. Hillon  
Witness

Exchanger:

Paul C. Lambert  
EXCHANGER

M. E.  
Witness

Lambert's Fin Ser Trust  
TRUST NAME

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MAY 27 2008  
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OFFICE OF THE  
CLERK OF THE  
STATE OF FLORIDA  
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**EXECUTED AND ACCEPTED BY TRUSTEE:**

Paul Lambert, duly appointed by the Creator of this organization, as first Trustee, herein accepts the responsibilities of Trustee of LES TRUST, and herein declares that this contract with trust provisions is in full force and effect as of the above date. This Trustee further pledges to manage, protect and preserve the trust estate through prudent exercise of the powers and authorities provided herein. Further, the first Trustee herein affirms that if additional Trustees are appointed to the Board, all actions by said Trustees shall have a consensus of the majority of the Board of Trustees.

WITNESS our hand and seal this 27 day of MARCH, 19 2008

Lambert's Financial Serv Trust  
TRUST NAME



Mary E Hilton

Witness

Notary Jurat may be affixed, but is not required.

Mary E Hilton  
Notary Public

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Lambert's Financial Services Trust  
TRUST NAME

**SCHEDULE "A"**

List of Assets Belonging to Lambert's Fin Ser Trust  
(Include Legal Description, Registration No., Make/Model, etc. as Applicable)

*will be added*

Lined area for listing assets, currently blank.

**FILED**  
2003 MAY 21 P 3:52  
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Lambert's Financial Ser. Trust  
TRUST NAME