

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GUARDIANSHIP DIVISION

IN RE: CONSERVATORSHIP OF

File Number: 97-2001

JACK DONALD LEWIS,
a/k/a J.D. LEWIS, a/k/a
DONALD LEWIS

Division: "A"

STIPULATION

THIS STIPULATION is entered by and among Carole Lewis, Individually and as Co-Conservator, Doug Stalley, as Co-Conservator, Gale Rathbone, Lynda Sanchez, Donna Pettis, and Anne McQueen, a/k/a Elizabeth Anne McQueen, a/k/a E.A. Riggs ("Anne McQueen").

Definitions

"DL" shall refer to Jack Donald Lewis a/k/a Donald Lewis.

"Conservatorship Estate" shall refer to the above styled conservatorship.

"GALTA" shall refer to the Guardian Angel Land Trust Agreement dated June 12, 1992, and revised August 14, 1995.

"PSRL" shall refer to the PSRL Land Trust Agreement dated April 30, 1992, and revised August 14, 1995.

WHEREAS, the parties hereto desire to fulfill the wishes and directions of Donald Lewis as if he were still here; and

WHEREAS, the parties believe that it would be in the best interest of the Conservatorship Estate for an amicable resolution of various matters that remain between them; it is thereupon stipulated and agreed as follows:

1. With respect to that certain life insurance Policy No. 62702361, with Prudential Insurance Company of America, the parties agree that said policy has no paid up cash value and that said policy should not be an asset of the Conservatorship Estate. The parties agree that said policy shall be removed

from the Conservatorship and that the beneficiaries of said policy shall be as set forth in the latest beneficiary provision, to-wit: \$200,000.00 to Anne McQueen, per stirpes; \$133,333.33 to be paid to each Gale Rathbone, Lynda Sanchez and Donna Pettis, per stirpes; \$250,000.00 to Carole A. Lewis, or her successors or assigns; with the remainder being used to pay off potential claimants of the Estate of Donald Lewis, to-wit: Gladys Cross, Roy Dawson and Tommy Baker. From the funds remaining after payment of the above, \$25,000.00 will be paid to Tiffany Lewis and the balance shall be contributed to Wildlife on Easy Street.

2. Anne McQueen, Gale Rathbone, Lynda Sanchez, Donna Pettis, and Carole Lewis shall be the owners of the policy and shall pay their pro rata share of the premium, as it is due from time to time. If any owner fails to pay their pro rata share of the premium, then said party shall forfeit Five (5%) percent of the principal amount that party is to receive from the insurance policy. The Five (5%) percent forfeiture will be assessed each year that any party fails to pay their portion of the premium and is intended to be cumulative. The balance of premiums, including shortfalls, shall be paid from the DL assets and forfeitures shall be paid as set forth in this Agreement. Douglas B. Stalley is designated recipient for the life insurance premium notices. On or before March 19, 1999 and every year thereafter, the parties shall pay and deliver to Douglas B. Stalley, their pro rata share of the premium. Douglas B. Stalley shall collect the premiums and timely make the premium payments.

3. The DL account shall include all current DL assets, the McQueen assets and UTTS assets, which shall be managed by Carole Lewis, who will make investment and sales decisions and who shall be made the sole signer on the bank accounts with the provision that she provide detailed accountings of her actions as required by the court, to Douglas B. Stalley, and all interested parties in the Conservatorship Estate, to ensure against unauthorized conveyances for the personal benefit of Carole Lewis, or any other third party.

4. Anne McQueen shall quit claim her right, title and interest to all property held by her or her

attorneys as trustee or beneficiary and execute such satisfactions or assignments of mortgage as may be necessary to transfer any interest she may have, except for those certain three (3) properties described in this Agreement, to the Conservatorship Estate, which properties shall become a part of the DL assets as described in this Agreement.

5. Anne McQueen agrees to cooperate with the Co-Conservators with respect to the administration of the assets in the Conservatorship Estate. The parties further agree not to institute any actions against one another, unless future actions by a party constitutes a breach of fiduciary duty to the other parties or as otherwise provided in this Agreement.

6. The parties hereto agree to support one another with respect to all actions which may be instituted against the Conservatorship by any third party and agree to cooperate fully in the protection of the assets belonging to the Conservatorship Estate.

7. The parties agree to pay to Anne McQueen the sum of \$50,000.00, from the DL assets, as full and final settlement of her libel and slander claim, as well as all other claims or potential claims brought by her against the Conservatorship Estate or any party to this Agreement. This paragraph shall not be deemed an admission of liability by any party to this Agreement and is in settlement of a disputed claim.

8. The parties agree to pay to Leroy H. Merkle, Jr., the total sum of \$15,000.00 in attorneys fees, which sum shall include the amount previously awarded by the Court in its Order dated August 20, 1998. One-half of the attorney's fees shall be payable from the PSRL assets and one-half of the attorneys fees shall be payable from the GALTA assets of the Conservatorship Estate.

9. The balance of the sum held in Leroy H. Merkle's trust account in connection with the Conservatorship Estate, of approximately \$86,381.43, shall be paid to the Conservatorship Estate without interest or penalty and become a part of the DL assets after deduction is made in the amount of \$65,000.00, representing the settlement payment and attorneys fees as provided in this Agreement.

10. The parties agree the following property should be distributed to the Anne McQueen as the

Conservatorship Estate has no interest in those assets, to-wit: 6808 Thomas Circle, Tampa, Florida 33619; 6504 and 6506 East 25th Avenue, Tampa, Florida 33619; and the Bertha Gashler Mortgage held on 702 N. Woodrow Wilson, Plant City, Florida 33566. All receipts, interest, and disbursements are to be accounted for with respect to properties described in this paragraph and any proceeds shall be returned to Anne McQueen after deductions are made for expenses incurred by the Conservatorship Estate, subject to the review and approval by Anne McQueen.

11. The parties agree to the removal of the properties contained in Count I of the Petition for Removal of Assets filed by Carole Lewis, and consent to the entry of an Order on the same.

12. The parties shall execute all documents necessary to complete this Agreement.

13. To the extent that the stipulation dated August 28, 1998 by and between Carole Lewis, Gladys Cross, Gale Rathbone, Lynda Sanchez and Donna Pettis does not conflict with the provisions herein, it is incorporated herein. To the extent that the stipulations are inconsistent the provisions of this stipulation shall control.

14. After approval of stipulation by the Court the parties shall execute general releases of each other and the Conservatorship Estate from all liability, except as provided in this Agreement. That upon the entry of the Court order approving this stipulation all claims or potential claims for or against Anne McQueen shall be deemed dismissed with prejudice.

15. That this Agreement is subject to Court approval.

16. The parties acknowledge that they have read and understand the terms of this Stipulation and had the opportunity to consult with their attorney before executing this Stipulation.

17. It would be consistent with law and in the best interest of all parties concerned for these matters to be resolved by agreement.

18. The parties request for this Court to enter an Order incorporating the Agreement hereinabove.

19. The Court shall retain jurisdiction to enforce this Stipulation agreement and the prevailing

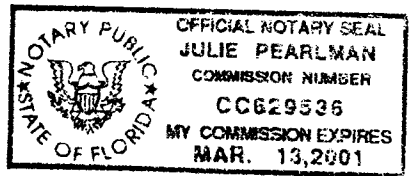
party shall be entitled to recover attorney's fees and cost.

IN WITNESS WHEREOF the parties have set their hands and seal on this 9th day of September, 1998.

[Signature]
Witness
[Signature]
Witness

Carole A. Lewis
Carole A. Lewis, Individually and
as Co-Conservator

The foregoing instrument was acknowledged before me this 9th day of September, 1998, by Carole A. Lewis Individually and as Co-Conservator, who is personally known to me or has produced a drivers license, as identification.

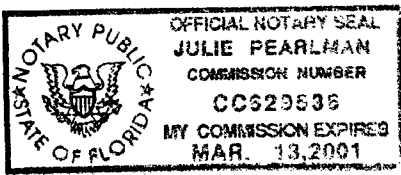


Julie Pearlman
NOTARY PUBLIC
Julie Pearlman
Print
State of Florida at Large (Seal)
My Commission Expires:

[Signature]
Witness
[Signature]
Witness

[Signature]
Anne McQueen, a/k/a
Elizabeth Anne McQueen, a/k/a
E.A. Riggs

The foregoing instrument was acknowledged before me this 9th day of September, 1998, by Anne McQueen, a/k/a Elizabeth Anne McQueen, a/k/a E.A. Riggs, who is personally known to me or has produced a drivers license, as identification.



Julie Pearlman
NOTARY PUBLIC
Julie Pearlman
Print
State of Florida at Large (Seal)
My Commission Expires:

Madelynn Cross
Witness

Gale Rathbone
Gale Rathbone

Lynda Sanchez
Witness

The foregoing instrument was acknowledged before me this 11th day of September, 1998, by
Gale Rathbone, who is personally known to me or has produced a _____,
as identification.



Clifford Ray Opp Jr.
NOTARY PUBLIC

Clifford Ray Opp Jr.
Print
State of Florida at Large (Seal)
My Commission Expires:

Madelynn Cross
Witness

Lynda Sanchez
Lynda Sanchez

Gale Rathbone
Witness

The foregoing instrument was acknowledged before me this 11th day of September, 1998, by
Lynda Sanchez, who is personally known to me or has produced a _____,
as identification.



Clifford Ray Opp Jr.
NOTARY PUBLIC

Clifford Ray Opp Jr.
Print
State of Florida at Large (Seal)
My Commission Expires:

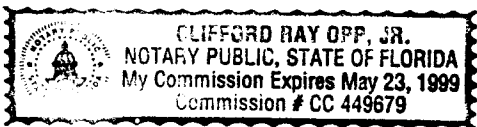
Lynda Sanchez

Witness

Donna Pettis
Donna Pettis

Gale L. Rattbone
Witness

The foregoing instrument was acknowledged before me this 11th day of September, 1998, by Donna Pettis, who is personally known to me or has produced a _____, as identification.



Clifford Ray Opp Jr.
NOTARY PUBLIC

Clifford Ray Opp Jr.
Print
State of Florida at Large (Seal)
My Commission Expires:

[Signature]
Witness

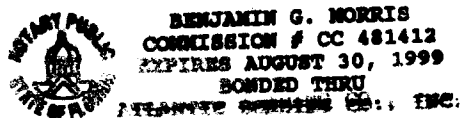
Douglas B. Stalley
Douglas B. Stalley, as Co-Conservator

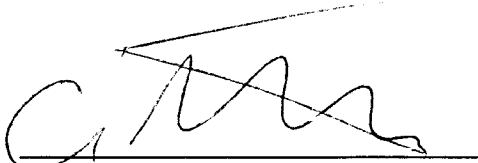
[Signature]
Witness

The foregoing instrument was acknowledged before me this 15th day of September, 1998, by Douglas B. Stalley, as Co-Conservator, who is personally known to me ~~or has produced a~~ _____, as identification.

[Signature]
NOTARY PUBLIC

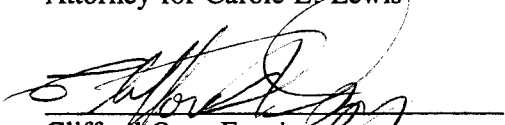
Print
State of Florida at Large (Seal)
My Commission Expires:





Craig E. Rothburd, Esquire
Attorney for Carole E. Lewis

Dated this 9th day of September, 1998



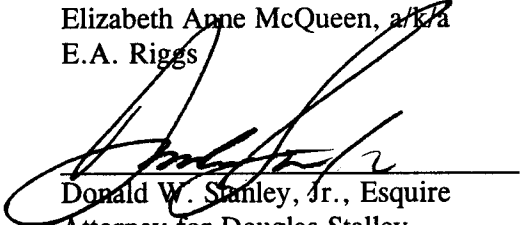
Clifford Opp, Esquire
Attorney for Gale Rathbone,
Lynda Sanchez and Donna Pettis

Dated this 11th day of September, 1998



LeRoy H. Merkle, Jr., Esquire
Attorney for Anne McQueen, a/k/a
Elizabeth Anne McQueen, a/k/a
E.A. Riggs

Dated this 9th day of September, 1998



Donald W. Stanley, Jr., Esquire
Attorney for Douglas Stalley,
Co-Conservator

Dated this 24th day of September, 1998