

JOSEPH R. FRITZ, P.A.
ATTORNEY AT LAW
4204 NORTH NEBRASKA AVENUE
TAMPA, FLORIDA 33603
(813) 237-4646 • FAX 238-5182

www.Vblb1,fe0c3,asy?street.com
moo,loadg,ets0er1,Tevs8
A3ed-03e 7st 0e7H-03, (813)

WildLife On Easy
Street, Inc. is
a non profit
FL corp.

April 30, 2002

Via Fax (813) 623-1587 & Regular U.S. Mail

Peavyhouse & Opp, P.A.
Attn: Clifford R. Opp, Esquire
Sabal Park
10002 Princess Palm Avenue
Suite 228, Registry One
Tampa, FL 33619

Re: **Conservatorship of Jack Donald Lewis
McQueen - Prudential Policy Irrevocable Insurance Trust Agreement**

Dear Cliff:

Mrs. McQueen and I have had an opportunity to review the Irrevocable Trust Agreement in reference to the Prudential policy. I'm going to attempt in this letter to tell you about Mrs. McQueen's concerns. I really don't think that anybody will object to these but have sent a copy to Craig Rothburd for his review as well.

Our first question is, what is Wildlife on Easy Street? Is it a corporation, charitable organization, or what? It would seem to us that in the first paragraph Wildlife on Easy Street should be listed as one of the grantors or at least named by some corporate officer in the "by and between" clause. The same should probably go with Tiffany Lewis who should appear by way of her guardian.

In Articular 1, Section B, it is our understanding that the policy has accumulated or will so be accumulating dividends and or interest. It would seem to us that this should be included in the language of paragraph B.

Most of Articular 3 is now moot and/or irrelevant in all likelihood as the last premium has now been paid prior to the Petition To Determine Death of Jack Donald Lewis. Most of this language deals with what happens if a beneficiary doesn't pay their premium or their pro rata portion thereof and all of that seems to be out although, I suppose, should this take another year or two of litigation with the insurance company this might have a place in such a case.

4/30/02

Peavyhouse & Opp, P.A.

Page 2 of 2

In Articular 4, Section A, the \$1,250,000.00 should say \$1,250,000.00 or then available death benefit. Please take note that this number is changing and it will also change based upon how the premiums are collected and where they are allowed to buy additional paid up insurance.

Articular 4, Section B, should contain a provision for non-payment to any beneficiary who has been determined to be a culpable party in the death and/or disappearance of Jack Donald Lewis. That portion going to the other beneficiaries. *determined by whom?*

Section C, should use the word interest or dividends.

Articular 8, Section B, is hard and fast in Mrs. McQueen's mind. Mrs. McQueen or her devise will not receive trustee's fees nor be liable for, or surcharged for any other trustee's fees or expenses.

In Articular 9, Section D, Anne McQueen would nominate James McQueen.

Lastly, I have not researched the legality of holding such a insurance policy and trust. I assume that does not give Prudential a defense to the policy but in case it does or in case it is illegal, I would like to see some sort of language rescinding the entire trust if they take that position.

With these matters in mind, I would ask that you redraft this at your earliest convenience.

Kindest Regards,



JOSEPH R. FRITZ, ESQUIRE

I see no other problems.



cc: Craig E. Rothburd, Esquire

Box 838-3322

Box 838-3322