

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

IN RE: CONSERVATORSHIP OF

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

File Number: 97-2001

Division: "A"

STIPULATION

COME NOW, CAROLE A. LEWIS, Individually and as Co-Conservator, by and through her undersigned attorney; by and between Gale Rathbone, Lynda Sanchez and Donna Pettis, by and through their undersigned attorney; and Gladys Cross, Individually and as Attorney-in-fact for Danny E. Lewis.

Definitions

"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.

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

"UTTS" shall refer to United Truck and Trailer Sales, Inc.

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 issues that remain between them; it is thereupon stipulated and agreed as follows:

1. That the GALTA Trust dated August 14, 1995 and the PSRL Trust dated August 14, 1995 are valid instruments.

2. That the PSRL Account shall be separated from the remaining accounts of the Conservatorship and shall be managed solely by the beneficiaries of that account to-wit: Gale Rathbone, Lynda Sanchez and Donna Pettis. That this account shall bear its own costs for future administration and shall not be responsible for any contribution to Wildlife on Easy Street, beyond that which has been paid as of the date of this Agreement. That the PSRL Account shall be required to make all quarterly and yearly reports to the Court, Carole A. Lewis, and any other interested party as ordered by the Court in the Conservatorship Estate.

3. That the beneficiaries of the PSRL Accounts shall be entitled to receive reasonable fees for their services as serving for conservators and the PSRL Account shall be responsible for paying its own attorneys fees, costs, taxes and all other expenses related to PSRL's Account and the properties that are and become a part of it.

4. That 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: \$400,000.00 to be paid to Gale Rathbone, Lynda Sanchez and Donna Pettis; \$250,000.00 to Carole A. Lewis; \$200,000.00 to Anne McQueen; 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. That should there be any funds remaining after payment of the above, said funds shall be contributed to Wildlife on Easy Street.

That Gale Rathbone, Lynda Sanchez, Donna Pettis, Carole Lewis and Anne McQueen 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 loose their entitlement to the proceeds thereunder and the proceeds shall be divided between the remaining primary beneficiaries on a pro rata basis based upon the portion of premium paid by them. Premiums with respect to Tommy

Baker, Gladys Cross and Roy Dawson, shall be paid from the DL assets as set forth in this Agreement.

5. That the DL account shall include all current DL assets, the McQueen assets and UTTS assets, 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 to Douglas B. Stalley, and all interested parties in the Conservatorship Estate, on a quarterly basis, to ensure against unauthorized conveyances for the personal benefit of Carole Lewis, or any other third party.

That the DL account will indemnify and hold harmless the PSRL Account and the GALTA account as defined herein from any and all claims brought against the Conservatorship Estate, including but not limited to suits brought against Donald Lewis or any of the DL assets, suits brought by or against Anne McQueen, and suits brought for the enforcement of that certain life insurance policy number 62702361, except as otherwise provided in this Agreement.

6. That Gale Rathbone, Lynda Sanchez and Donna Pettis, will consent to expenses on Wildlife on Easy Street up to the sum of \$125,000.00 per year being paid by the DL account.

That Gale Rathbone, Lynda Sanchez and Donna Pettis, consent to Carole Lewis receiving a spousal support the sum of \$100,000.00 per annum, with \$50,000.00 of said sum being paid by or from the DL account and the remaining \$50,000.00 being paid from the GALTA account.

7. That the GALTA account shall include all current GALTA accounts and the Costa Rica Account, as well as property devised under the Costa Rican Will, which devises all Costa Rican assets to Carole Lewis. That should any assets currently located in Costa Rica be disposed of, said funds shall be placed in a separate account and shall be considered to be controlled at the time of the official declaration of Mr. Lewis death pursuant to the terms and provisions of the Costa Rican Will. That the GALTA account and the Costa Rican property shall continue to be under the Conservatorship Estate, and that Carole Lewis shall submit quarterly accountings for GALTA to all interested parties in the Conservatorship Estate.

8. That Carole Lewis and Gale Rathbone, Lynda Sanchez and Donna Pettis, shall have the right to sell property and enter into contracts and agreements up to the sum of \$125,000.00, without the necessity of Court approval. However, all transactions made shall be reflected on each parties' respective quarterly accountings.

9. That Gale Rathbone, Lynda Sanchez, Donna Pettis, and Carole Lewis each agree to cooperate with one another 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.

10. That 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 management and protection of the assets belonging to the Conservatorship Estate.

11. That Carole A. Lewis, agrees to consent to the filing of a Petition by Gale Rathbone, Lynda Sanchez, Donna Pettis, for Court approval of gifting, from PSRL assets, on an annual basis to Gale Rathbone, Lynda Sanchez, Donna Pettis and their children.

12. Gale Rathbone, Lynda Sanchez, Donna Pettis 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.

13. That should all of the assets and the DL account be depleted, GALTA agrees to hold PSRL harmless from any and all claims filed against the Conservatorship Estate, with the exception of all properties and assets of the PSRL account, including the property referred to herein below as the Farm property. In addition, should the assets in the DL account be insufficient to pay the DL account expenses, then GALTA will be responsible for paying any and all mortgages due and owing by Donald Lewis; maintain the insurance premiums designated for the creditor beneficiaries of Donald Lewis under the terms and provisions of the life insurance policy number 62702361; the spousal allowance and all costs of the administration of the DL account.

