

**IRVIN FELD & KENNETH FELD
PRODUCTIONS, INC.**

February 28, 1989

Mr. Roman P. Schmitt
9713 Fox Hollow Road
Tampa, FL 33647

Dear Roman:

This will set forth the terms of the agreement between Roman P. Schmitt, Inc. ("Schmitt") and Irvin Feld and Kenneth Feld Productions, Inc. d/b/a Ringling Bros. Barnum and Bailey Circus ("Ringling"). Our agreement is as follows:

1. Schmitt agrees to sell to Ringling the 18-year old male Asian elephant known as Casey.
2. In consideration for Schmitt's agreement to sell Casey, Ringling agrees to pay Schmitt the sum of \$1.00 and to take over all care and feeding of Casey beginning with the date of transfer of ownership.
3. Ringling agrees to work with Schmitt to arrange for the transportation of Casey from his current location at Busch Gardens to Ringling's facility in Williston, Florida. Such transportation shall be accomplished by Schmitt using Schmitt's trailer and Ringling's tractor.
4. Schmitt agrees not to divulge to the press or to any other third parties any of the contents of this agreement or the future whereabouts of Casey.
5. Schmitt represents and warrants that he has title to Casey free and clear of any and all liens and hereby transfers such title to Ringling.
6. Schmitt agrees to defend, indemnify and hold harmless Ringling from and against any and all claims arising out of or related to any actions or occurrences related to Casey prior to Ringling's taking possession of Casey hereunder. In this connection, Ringling shall be deemed to have taken possession of Casey hereunder when the elephant is completely off of the Busch Gardens' grounds. Schmitt shall assume any risk of loss to Casey or liability arising prior to Casey's departure from the Busch Gardens' grounds.



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7. This agreement contains the entire understanding between Schmitt and Ringling with respect to the subject matter hereof and may not be amended except by an instrument in writing signed by both parties hereto.

If you are in agreement with the terms and conditions set forth herein, please sign in the space indicated below and return two copies to me.

Sincerely,

IRVIN FELD AND KENNETH FELD
PRODUCTIONS, INC. D/B/A
RINGLING BROS. BARNUM & BAILEY
CIRCUS

By:

Robert Fleshner
Robert Fleshner
Vice President
Legal Affairs

Agreed to: ROMAN P. SCHMITT, INC.

By:

Roman Schmitt

executive line

Know All Men By These Presents,

Wherever used herein, the term "party" shall include the heirs, personal representatives, executors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

That ROMAN P. SCHMITT, INC., a Florida corporation

of the City of Tampa, in the County of Hillsborough and State of Florida, of the first part, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration Dollars, lawful money of the United States, to him paid by

of _____, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels,

One (1) male Asian elephant approximately seventeen (17) years old, commonly known as "Casey".

This elephant is being conveyed hereunder and sold in an "AS IS" condition, AND THERE IS NO WARRANTY OF MERCANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED IN THIS CONVEYANCE AND SALE.

To Have and to Hold the same unto the said party of the second part forever.

And he does covenant to and with the said party of the the second part that he is the lawful owner of the said goods and chattels; that they are free from all incumbrances; that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, he has hereunto set his hand and seal the nine hundred and ¹⁶89 day of MARCH, in the year one thousand

Signed, Sealed and Delivered in Presence of:

Roman P. Schmitt
Allen J. Jennings

ROMAN P. SCHMITT, INC.
By: Roman Schmitt
Roman Schmitt, Pres.

State of Florida
County of Hillsborough

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROMAN SCHMITT, in his capacity as President of ROMAN P. SCHMITT, INC., a Florida corporation

to me well known to be the person described in and who executed the foregoing Bill of Sale, and he acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at City of Tampa
County of Hillsborough, and State of Florida, this
16 day of March, A. D. 19 89

Samuel H. Hoyle
Notary Public
My Commission Expires April 30, 1990