



ALL-STATE LEGAL®  
PLAINTIFF'S  
EXHIBIT  
WC IC-Dolly

KENNETH J. FELD  
President and Producer

April 23, 1986

Mr. Anthony Diano  
Buckeye Circus Corporation  
1000 Warner Road, S.E.  
Canton, OH 44707

Dear Tony:

This letter will set forth the terms and conditions of the purchase by Irvin Feld and Kenneth Feld Productions, Inc. d/b/a Ringling Bros.-Barnum & Bailey Circus ("Ringling") of five Asian elephants and certain equipment from Buckeye Circus Corporation a/k/a Diamond "O" Ranch ("Diamond"). Our Agreement is as follows:

1. Diamond agrees to sell to Ringling the following:

- a. Five Asian elephants known as "Big Tommy" (born 1947), "Calcutta" (born 1946), "Mysor" (born 1946), "Minnie" (born 1956) and "Dolly" (born 1962) (the "Elephants");
- b. One 1973 White tractor (serial no. CA233HM069151) and one 1979 Freightline tractor (serial no. CA213HL155488)
- c. Two Dorsey semi-trailers (one 1969 model serial no. 84518 and one 1970 model-serial 87297) (the "Semi-trailers").

2. In consideration for the transfer of the aforesaid Elephants, Tractors and Semi-trailers to Ringling, Ringling agrees to pay to Diamond the total sum of Two Hundred Twenty-five Thousand Dollars (\$225,000.00), payable as follows:

- Twenty Thousand Dollars (\$20,000.00) upon execution
- Two Hundred Five Thousand Dollars (\$205,000.00) upon delivery of possession of the Elephants, Tractors, and Semi-trailers

3. Diamond represents and warrants that it is the rightful owner free and clear of the Elephants, Tractors, and Semi-trailers and that it has full authority to consummate the transaction contemplated herein. Diamond further represents and warrants that the Elephants are in good health, are free from disease and have received all inoculations, shots and other medical tests and treatments which are necessary and appropriate.

4. The following items shall be conditions precedent to this Agreement:

a. The receipt by Ringling and Diamond of all necessary permits including but not limited to any permits required under the Endangered Species Act; and

b. The completion by a representative of Ringling of a full veterinary examination of all five Elephants, the results of which must be satisfactory to Ringling. Ringling agrees to bear all costs associated with such examinations. In the event Ringling does not take possession of the Elephants within thirty (30) days of the date this Agreement is executed, Ringling shall be entitled to conduct a second veterinary examination on each of the Elephants prior to taking possession. The completion of such examinations with results satisfactory to Ringling shall also be a condition precedent to this Agreement.

5. Ringling and Diamond represent and warrant that they will take all necessary and appropriate steps to obtain all permits required by federal or state authorities for the completion of this transaction.

6. Diamond shall retain possession of the Elephants, the Tractors and the Semi-trailers until both parties hereto have obtained all necessary permits or until June 23, 1986 whichever occurs later. During such time period Diamond shall be responsible for the care, feeding and overall well-being of the Elephants. Diamond understands and acknowledges that Ringling shall be relieved of all obligations hereunder if the Elephants health is not adequate to complete the transaction contemplated hereby. The determination with respect to the Elephants' health shall rest solely with Ringling's veterinary consultant.

7. Diamond agrees that beginning with the date this Agreement is executed it will not publicize or in any manner promote the existence of the Elephants. Diamond further agrees to cooperate with Ringling in any promotion Ringling may conduct with respect to the Elephants.

8. Ringling shall make all arrangements necessary to transport the Elephants from Diamond's facilities to Ringling's facilities. Diamond agrees to cooperate with Ringling in any reasonable manner to accomplish the safe transportation of the Elephants.

9. Diamond agrees to indemnify and hold harmless Ringling from and against any and all claims, damages, liabilities or lawsuits of any nature related to the Elephants and/or the Tractors and/or the Semi-trailers which arise or are related to events which occur prior to the date Ringling assumes possession of the Elephants, the Tractors and the Semi-trailers.

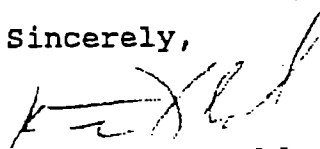
10. Ringling agrees to assume all dates booked by Diamond which occur after Ringling takes possession of the Elephants, to the extent such dates are not in conflict with any arrangements Ringling may have for the Elephants. Ringling shall be entitled to retain all sums earned as a result of such dates.

11. All booked dates which occur after the execution hereof but prior to Ringling taking possession of the Elephants shall be the responsibility of Diamond and Diamond shall be entitled to retain all sums earned as a result thereof.

12. This Agreement constitutes the entire understanding between the parties and may not be amended except by an instrument in writing signed by both parties hereto.

If you are in Agreement with the terms set forth herein, please sign this letter in the space indicated below and return it to me.

Sincerely,

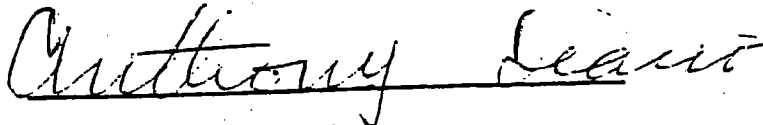


Kenneth J. Feld  
President and Producer

Agreed to:

BUCKEYE CIRCUS CORPORATION a/k/a  
DIAMOND "O" RANCH

By: Eli Burson PRES.



Anthony Diano, Agent