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PLAINTIFF'S EXHIBIT
CAM-261

Phelps Dodge Corporation

Ext Ref 0000000

Sale of CIM - Stock Purchase Agreement among Cyprus Mines Corporation, Cyprus Minerals Company and RTZ America Inc. - 5

01/58704

2001/58704

Row-12, Section 1, Shelf 5

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CLOSING AGENDA

A. ACTIONS TO BE TAKEN AT THE CLOSING.

Cyprus to Deliver:

1. Second Amendment to Transfer Agreement.

2. Stock certificates, endorsed in blank or with executed stock powers attached, evidencing all of the issued and outstanding shares of Newco.

3. Resignations of each of the directors and officers of each Company, except as RTZ America Inc. ("RTZ") has specified prior to Closing.

4. Resignations of such auditors for each Company as RTZ may specify prior to Closing.

5. Officer's Certificate of Cyprus.

6. Officer's Certificate of Cyprus Minerals Company ("Minerals").

7. Long Form Good Standing Certificate of Newco.

8. Short Form Good Standing Certificate of Cyprus.

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9. Short Form Good Standing Certificate of Minerals.

10. Secretary's Certificate and Incumbency Certificate of Cyprus.

11. Resolutions of the Board of Directors of Cyprus authorizing the transactions contemplated by the Stock Purchase Agreement.

12. Secretary's Certificate and Incumbency Certificate of Minerals.

13. Resolutions of the Board of Directors of Minerals authorizing the transactions contemplated by the Stock Purchase Agreement.

RTZ to Deliver:

1. The Purchase Price by wire transfer.

2. Officer's Certificate of RTZ.

3. Short Form Good Standing Certificate of RTZ.

4. Secretary's Certificate and Incumbency Certificate of RTZ.

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5. Resolutions of the Board of Directors of RTZ authorizing the transactions contemplated by the Stock Purchase Agreement.

6. Amendment to European Stock Purchase Agreement.

B. ACTIONS TO BE TAKEN AT THE EUROPEAN CLOSING

Cyprus to Deliver:

1. Stock Certificates, endorsed in blank or with an executed blank stock power attached, evidencing all of the issued and outstanding shares of capital stock of Cyprus Industrial Minerals de France SARL.

2. Resignations of each of the directors and officers of each European Company, except as Talc de Luzenac S.A. ("Luzenac") may specify to Cyprus prior to the European Closing.

3. Resignations of such auditors, if any, for each European Company as Luzenac may specify to Cyprus prior to the European Closing.

4. Officer's certificate of Cyprus.

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Luzenac to Deliver:

1. Officer's certificate of Luzenac.

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STOCK PURCHASE AGREEMENT

AMONG

CYPRUS MINES CORPORATION

CYPRUS MINERALS COMPANY

and

RTZ AMERICA INC.

Dated as of June 5, 1992

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STOCK PURCHASE AGREEMENT dated as of June 5, 1992 (herein, together with the Schedules and Annexes attached hereto, referred to as the "Agreement") by and among Cyprus Mines Corporation, a Delaware Corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the sole record and beneficial owner of all issued and outstanding shares of capital stock (the "Shares") of Cyprus Talc Corporation, a Delaware corporation ("Newco");

WHEREAS, Newco is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation, and its subsidiary Cyprus Western Source Corporation, a California corporation; and Green Mountain Talc Corporation, a Delaware Corporation; and is the record and beneficial owner of [redacted] of the issued and outstanding shares of DIMTA S.A., a company organized under the laws of Spain and is the record and beneficial owner of [redacted] of the issued and outstanding shares of Nihon Mistron Company, a Tokyo, Japan corporation (collectively the "Other Companies"); and

WHEREAS, upon the terms and conditions hereinafter set forth, Seller desires to sell or cause the sale of, and Buyer desires to purchase, the Shares;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Accounting Principles" means the accounting principles, policies and procedures of the Companies set forth on Annex B hereto.

"Acquisition Proposal" shall have the meaning set forth in Section 7.10.

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"Active Employee" shall have the meaning set forth in Section 7.4(a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Assets of the Companies" means all assets, properties and rights of the Companies recorded on the Reference Balance Sheet.

"Breach" shall have the meaning set forth in Section 11.1(a).

"Business Liabilities" shall have the meaning set forth in Section 7.6.

"Buyer Indemnitee" shall have the meaning set forth in Section 11.1.

"Claims" shall have the meaning set forth in Section 7.6.

"Closing" shall have the meaning set forth in Section 3.1.

"Closing Date" shall have the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" shall mean collectively Newco and the Other Companies and each and every one of them shall be a "Company".

"Confidentiality Agreement" shall have the meaning set forth in Section 7.1.

"Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Current Assets" shall have the meaning set forth in Section 4.2.

"Current Liabilities" shall have the meaning set forth in Section 4.2.

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"Damages" shall have the meaning set forth in Section 11.1(a).

"Disputes Auditor" means Ernst & Young or any other independent accounting firm mutually agreed upon by Seller and Buyer.

"Encumbrances" shall have the meaning set forth in Section 5.3.

"Employee" shall have the meaning set forth in Section 5.14(i).

"Environmental Laws" mean any federal, state, foreign and local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, requirement or agreement with any governmental entity and any judicial interpretation thereof, in effect on the Closing Date relating to (x) the protection, preservation or restoration of the environment, (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of Hazardous Substances. The term Environmental Law includes, without limitation, the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act (SARA), the Federal Water Pollution Control Act of 1972, the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the federal Solid Waste Disposal and the federal Toxic Substances Control Act, the federal Insecticide, Fungicide and Rodenticide Act, each as in effect on the Closing Date. However, notwithstanding anything in this Agreement to the contrary, "Environmental Laws" shall not include (i) laws relating to product liability; and (ii) laws and regulations regarding human health or safety including without limitation, federal and state Occupational Safety and Health and Mine Safety and Health Acts (collectively, "Non-Environmental Laws").

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"European Companies" shall mean Cyprus Industrial Minerals de France SARL and Mistron Mineralien GmbH.

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"Fee Property" shall have the meaning set forth in Section 5.8.

"Final Closing Statement" shall have the meaning set forth in Section 4.4.

"Financial Statements" shall have the meaning set forth in Section 5.5.

"Hamm Underground Mine Property" shall mean the property set forth on Annex C.

"Hazardous Substances" and "Hazardous Materials" mean any substance presently listed, defined, designated or classified as hazardous, toxic or radioactive under any Environmental Law, whether by type or by quantity, including any substance containing any such substance as a component. Hazardous Substance includes, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnifying Party" shall mean any party indemnifying an Indemnitee pursuant to the terms of this Agreement.

"Indemnitee" means any party indemnified pursuant to the terms of this Agreement.

"Intellectual Property Rights" shall have the meaning set forth in Section 5.15.

"Knowledge of Seller" means the actual or "Other Knowledge" of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright.

"Leased Property" shall have the meaning set forth in Section 5.8.

"Leases" shall have the meaning set forth in Section 5.8.

"Liabilities of the Companies" means all liabilities and obligations of the Companies recorded on the Reference Balance Sheet.

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"Losses" shall have the meaning set forth in Section 11.3.

"Mineral Property" shall have the meaning set forth in Section 5.8.

"Non-Represented Employee" means any Employee who is not a Represented Employee.

"Other Companies" shall have the meaning set forth in the Preamble.

"Other Knowledge" means information which should have been acquired by a reasonable person in the position of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright and having his respective knowledge of facts (which shall be deemed to include the representations and warranties to be given by Seller to Buyer in this Agreement) which should have caused such reasonable person to make due enquiries, which enquiries would have provided such information.

"Permitted Exceptions" shall have the meaning set forth in Section 5.8.

"Person" means an individual, corporation, partnership, trust or unincorporated organization or a government or any agency or political subdivision thereof.

"Plan" shall have the meaning set forth in Section 5.14.

"Possessory Property" shall have the meaning set forth in Section 5.8.

"Pre-Closing Period" means any Tax period ending on or prior to the Closing Date; and a "Post-Closing Period" means any Tax period that is not a Pre-Closing Period.

"Preliminary Closing Statement" shall have the meaning set forth in Section 4.2.

"Purchase Price" shall have the meaning set forth in Section 2.2.

"Real Property" shall have the meaning set forth in Section 5.8.

"Reference Balance Sheet" means the combined balance sheet of the Companies and the European Companies as of March 31, 1992 included in the Financial Statements.

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"Release" has the same definition as in 42 U.S.C. § 9601(22).

"Represented Employee" means any Employee who is a member of a unit of Employees covered by a collective bargaining agreement.

"Returns" means all returns, reports, estimates, declarations, information returns and statements of any nature with respect to Taxes, including, without limitation, consolidated federal income tax returns of the Seller's Group, declarations of estimated tax and tax reports required to be filed with respect to the Companies or their respective income, properties or operations.

"Seller Indemnitee" shall have the meaning set forth in Section 11.2.

"Seller's Group" shall mean any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that includes the Seller or any predecessor of or successor to Seller (or another such predecessor or successor).

"Seller's Insurance Policies" shall have the meaning set forth in Section 7.6.

"Shares" shall have the meaning set forth in the Preamble.

"Subsidiaries" shall mean any Person (other than an individual) in which another person owns, beneficially or of record, securities or any other interest representing fifty percent (50%) or more of the aggregate voting power or equity interest in such Person.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, profits, severance, franchise, license, transfer, sales, use, payroll, employment, withholding, property (real or personal), excise and similar taxes (including interest, penalties or additions to such taxes and any interest in respect of such penalties or additions), but excluding all sales, use, value added, transfer and similar taxes imposed in connection with the consummation of the transactions contemplated by this Agreement.

"Working Capital of the Companies" shall have the meaning set forth in Section 4.2.

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ARTICLE 2

SALE AND PURCHASE OF SHARES

2.1. Sale and Purchase. Upon the terms and subject to the conditions contained herein, Seller will sell and transfer to Buyer, or cause the sale and transfer to Buyer of, and Buyer will purchase and accept, at the Closing, the Shares.

2.2. (a) Purchase Price and Payment. In consideration of the sale and transfer pursuant to Section 2.1, Buyer hereby agrees to pay to Seller a purchase price of (the "Purchase Price") U.S. [redacted] by wire transfer as provided in Section 3.2(b).

ARTICLE 3

CLOSING AND TERMINATION

3.1. Closing. The closing of the transactions provided for herein (the "Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York at 10:00 a.m. (local time) on June 30, 1992 provided all conditions set forth in Articles 7 and 8 are satisfied or, if on such date such conditions are not satisfied, on the fifth business day following the satisfaction of all conditions set forth in Articles 7 and 8 (other than the conditions specified in Section 7.6 and 8.6, which shall be satisfied at the Closing), or at such other time and place as Buyer and Seller shall agree (the "Closing Date").

3.2. Transactions on the Closing Date. (a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Buyer or its assigns, free and clear of any Encumbrances.

(ii) resignations of each of the directors and officers of each Company (except as Buyer may specify to Seller prior to Closing);

(iii) resignations of such auditors for each Company as Buyer may specify to Seller prior to Closing; and

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(iv) each of the certificates and other documents required by Article 9 hereof.

(b) At the Closing, Buyer will deliver to Seller the following:

(i) the Purchase Price by wire transfer in immediately available funds in U.S. dollars to the following account:

Pittsburgh National Bank (PNB)
Pittsburgh, PA
[redacted]
Cyprus Minerals Company
[redacted]
Further Credit: Cyprus Mines Corporation

the Closing shall not be deemed consummated until Seller shall have received confirmation from PNB of its receipt of the Purchase Price and;

(ii) each of the certificates and other documents required by Article 8 hereof.

3.3. Termination. Anything contained in this Agreement other than in this Section 3.3 to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and Seller;

(b) by either Buyer or Seller, if the transactions contemplated hereby are not consummated on or before August 31, 1992 (or such later date as may be agreed upon in writing by the parties hereto);

(c) by Buyer, if Seller shall breach in any material respect any of its representations, warranties or obligations hereunder and all breaches in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business taken as a whole and such breach shall not have been cured in all material respects or waived by Buyer and Seller shall not have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

(d) by Seller, if Buyer shall breach in any material respect any of its representations, warranties or obligations hereunder and such breach shall not have been cured in all material respects or waived and Buyer shall not

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have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

3.4 Effect of Termination. Termination of this Agreement pursuant to this Article 3 shall terminate all provisions of this Agreement, except that Section 3.4, the last sentence of Section 7.1(a) and Sections 12.2, 12.3 and 12.11 shall survive any such termination; provided, however, that termination pursuant to Sections 3.3(c) or (e) shall not relieve the defaulting or breaching party hereunder from any liability to the other party hereto resulting from the default or breach hereunder of such defaulting or breaching party occurring prior to the date of termination.

ARTICLE 4

PRELIMINARY AND FINAL CLOSING STATEMENTS; ADJUSTMENTS

4.1 Working Capital. The parties intend that "Working Capital of the Companies", as defined in Section 4.2 below, shall be [redacted] as of the Closing. Using the procedure set forth below, the parties shall determine the amount and manner by which Seller shall pay Buyer for any deficiency in Working Capital of the Companies below [redacted] or by which Buyer shall pay Seller for any excess in Working Capital of the Companies over [redacted] as of the Closing.

4.2 Preliminary Closing Statement. (a) As soon as reasonably possible after the Closing Date but in any event within sixty (60) days thereafter, Buyer shall prepare and deliver to Seller a statement of combined Working Capital of the Companies derived from a combined balance sheet for the Companies and the European Companies as of the Closing (the "Preliminary Closing Statement"). "Working Capital of the Companies" shall for all purposes of this Agreement mean, as the context requires, the difference between total Current Assets and total Current Liabilities of the Companies and the European Companies reflected on the Reference Balance Sheet, the Preliminary Closing Statement or the Final Closing Statement. "Current Assets" shall for all purposes of this Agreement mean, as the context requires, cash, money on deposit with banks and other financial institutions, securities (excluding the stock of its subsidiaries), accounts receivable from customers or employees of the Companies, other receivables, all crude, work-in-process, finished goods and other product inventories, materials and supplies, and prepaid expenses. "Current Liabilities" shall

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for all purposes of this Agreement mean, as the context requires, the amount of accounts payable, short-term debt, the current portion of long-term debt, and accrued liabilities due within one year other than liability for federal income taxes. Any current assets retained by Seller at Closing shall be excluded from Working Capital of the Companies. Any current liabilities assumed or retained by Seller at Closing shall be excluded from Working Capital of the Companies. Current Assets and Current Liabilities shall be recorded consistent with the Accounting Principles. Seller shall assist Buyer, as reasonably requested by Buyer, in the preparation of such statement.

(b) The Preliminary Closing Statement and the Final Closing Statement shall be prepared in accordance with the Accounting Principles applied on a basis consistent with that applied in preparing the Reference Balance Sheet. In the determination of Working Capital of the Companies, finished product and crude talc inventories shall be valued in accordance with Seller's normal inventory valuation procedures and such valuation shall not be subject to adjustment.

(c) Seller will make available to Buyer and its representatives, as reasonably requested by Buyer, all books, records and other documents pertaining to the businesses of the Companies deemed necessary or desirable by Buyer in preparing the Preliminary Closing Statement.

4.3. Review of Statements. Seller and its independent certified public accountants may review the Preliminary Closing Statement and the books of account of Buyer relating to the Companies and the European Companies and may make inquiry of the representatives of Buyer's accountants and Buyer. The Preliminary Closing Statement shall be binding and conclusive upon, and deemed accepted by, Seller unless Seller shall have notified Buyer in writing within thirty (30) days after receipt of the Preliminary Closing Statement of any objections thereto. A notice under this Section 4.3 shall specify in reasonable detail the items in the Preliminary Closing Statement which are being disputed, and a summary of the reasons for such dispute.

4.4. Disputes; Final Closing Statement. (a) At the request of either party, any dispute between the parties relating to the Preliminary Closing Statement which cannot be resolved by them within thirty (30) days after receipt of notice of any objections to such Preliminary Closing Statement pursuant to Section 4.3 shall be referred to the Disputes Auditor for decision, which decision shall be final and binding on both parties. The parties agree that they

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will require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto.

(b) Before referring a matter to the Disputes Auditor, the parties shall agree on procedures to be followed by the Disputes Auditor (including procedures for presentation of evidence). If the parties are unable to agree upon procedures before the end of thirty (30) days after receipt of notice of any objections pursuant to Section 4.3, the Disputes Auditor shall establish procedures giving due regard to the intention of the parties to resolve disputes as quickly, efficiently and inexpensively as possible; the Disputes Auditor's procedures may be, but need not be, those proposed by either party, provided, that such procedure shall require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto. The parties shall, as promptly as practicable, submit evidence in accordance with the procedures agreed upon or established by the Disputes Auditor, and the Disputes Auditor shall decide the dispute in accordance therewith as promptly as practicable. The fee of the Disputes Auditor for, and relating to, the making of any such decision shall be borne by the parties equally.

(c) The Preliminary Closing Statement shall become final and binding on both parties upon the earliest of (i) if no such notice has been given, the expiration of the period within which Seller may notify Buyer of any objections thereto pursuant to Section 4.3, (ii) agreement in writing by Seller and Buyer that such Preliminary Closing Statement, together with any modifications thereto agreed by Seller and Buyer, shall be final and binding and (iii) the date on which the Disputes Auditor shall issue its decision with respect to any dispute relating to such Preliminary Closing Statement. The Preliminary Closing Statement, as adjusted pursuant to any agreement between the parties or pursuant to the decision of the Disputes Auditor, when final and binding on both parties, is herein referred to as the "Final Closing Statement".

4.5 Adjustment. Promptly after the Preliminary Closing Statement having become final and binding on Seller and Buyer pursuant to Section 4.4, but in no event later than the fifth business day thereafter, the following shall occur:

(a) If the Working Capital of the Companies as reflected on the Final Closing Statement exceeds $35,000,000, Buyer shall pay to Seller, by wire transfer in immediately available funds to the account designated by

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Seller not less than three business days prior to the date of such payment, an amount equal to such excess.

(b) If the Working Capital of the Companies as reflected on the Final Closing Statement is less than [redacted], Seller shall pay to Buyer, by wire transfer in immediately available funds to the account designated by Buyer not less than three business days prior to the date of such payment, an amount equal to such deficit.

4.6 Effect of Payment. Notwithstanding any other provision of this Agreement to the contrary, any payment made by Seller to Buyer or Buyer to Seller under this Article 4 shall have no effect upon either party's obligations to the other party under any other provision of this Agreement, including without limitation, Article 11.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER AND CYPRUS

Seller and Cyprus represent and warrant, jointly and severally, to Buyer that:

5.1 Organization of Seller, Cyprus and the Companies; Authority. Seller, Cyprus and each of the Companies is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with, in the case of Seller and Cyprus, the corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder. Each of the Companies is qualified to do business in each jurisdiction in which the nature of its business requires it to be so qualified except where failure to be so qualified would not have a material adverse effect on the assets, businesses, financial condition, results of operations or prospects of such Company. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller and of Cyprus. This Agreement has been duly executed and delivered by Seller and Cyprus and constitutes the valid, binding and enforceable obligation of Seller and Cyprus.

5.2. Ability to Carry Out the Agreement. Except as provided in Schedule 5.2, none of Seller, Cyprus or any of the Companies is subject to or bound by any provision of

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(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction, or

(iv) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement to which any of the Companies or any of its predecessors is a party, which consent has not been obtained, required for the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby.

5.3. Capitalization of the Companies; Ownership. (a) The authorized, issued and outstanding capital stock of each of the Companies are set forth in Schedule 5.3. All of the issued and outstanding shares of capital stock of each of the Companies are duly authorized, validly issued, fully paid and nonassessable. Except as set forth in Schedule 5.3, there are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of any of the Companies or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such additional shares, nor is any of the Companies committed to issue any such option, warrant, right or security.

(b) The Shares are owned of record and beneficially by Seller. Seller has good and valid title to the Shares, free and clear of any and all liens, claims, restrictions, encumbrances, security interests or options ("Encumbrances") and good and valid title to the Shares, free and clear of any and all Encumbrances will pass to Buyer on the Closing Date. Except as set forth on Schedule 5.3, Newco owns all shares of capital stock of the Other Companies, free and clear of any Encumbrances.

5.4. Equity Interests. Except as set forth in Schedule 5.3, none of the Companies or the European Companies has, directly or indirectly, any equity interest

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in any other corporation, joint venture, partnership or other entity.

5.5. Financial Statements. Seller has heretofore furnished Buyer with copies of the following financial statements: (i) combined balance sheets for the Companies and the European Companies as of December 31, 1991 and as of March 31, 1992, and (ii) combined income statements and statements of cash flow (or, if applicable, changes in financial position) for the year ended December 31, 1991, and the period ended March 31, 1992 (such balance sheets and income statements and statements of cash flow (or, if applicable, changes in financial position), together with the comments thereto, being collectively referred to as the "Financial Statements"). The Financial Statements are attached hereto as Annex A. To the Knowledge of Seller, the Financial Statements have been prepared in conformity with the Accounting Principles as applied by the Companies on a consistent basis throughout the period covered by such statements and the accounting principles used in the preparation of the Financial Statements are consistent with the accounting principles used by Seller and amended from time to time in the preparation of its financial statements for the years 1989, 1990 and 1991. To the Knowledge of Seller, except as disclosed in the Reference Balance Sheet or in Schedule 5.5, as of March 31, 1992 there were no actual or contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Reference Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies nor as of the Closing, any contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Final Closing Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies.

5.6. Absence of Certain Changes or Events. To the Knowledge of Seller, except as set forth on Schedule 5.6, or specifically required by the Agreement to consummate the transactions contemplated by the Agreement, since December 31, 1991, the Companies have conducted their businesses in the ordinary and usual course, and there has not been (i) any change or amendment to the charter, by-laws or other organizational agreements of any of the Companies, (ii) any issuance or sale of any shares of capital stock of any of the Companies, or options, warrants or other rights of any kind to acquire any such shares or securities convertible into or securities exchangeable for, or which otherwise confer on the holder thereof any rights to acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing, (iii) any non-cash dividends declared, set aside, paid or made with respect to the capital stock of any

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of the Companies, except as provided in Section 7.3(b), (iv) any damage, destruction or other casualty loss of any asset or assets of the Companies (whether or not covered by insurance) which, singly or in the aggregate, has a Material Adverse Effect, (v) any increase in the compensation payable or to become payable by any of the Companies to any of its officers, directors or employees, or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made by any of the Companies for or with any such officers, directors or employees, except in the ordinary course of business consistent with past practice (vi) any labor dispute, other than routine labor matters, (vii) any transaction between any of the Companies on the one hand and any of Seller, Cyprus or any of their Affiliates (other than the Companies) on the other hand, other than transactions in the ordinary and usual course of business, (viii) any acquisition or disposition of businesses or assets, other than in the ordinary course of business, (ix) any increased production or purchase of inventory in anticipation of the transactions contemplated by this Agreement, (x) any increase or decrease in the accounts receivable or accounts payable of the Companies in anticipation of the transactions contemplated by this Agreement or (xi) any other event or change of condition of any character which, singly or in the aggregate, has had or is reasonably likely to have a material adverse effect on the assets, businesses, financial condition, results of operations or, to the extent the event or change is caused by Seller, prospects, of the Companies taken as a whole.

5.7. Title to Personal Properties; Absence of Liens. To the Knowledge of Seller, except as set forth on Schedule 5.7, each of the Companies has good and valid title to, or valid and subsisting leasehold or other possessory interests in, all of its personal properties and assets reflected on the Reference Balance Sheet (except for property and assets disposed of since the date of the Reference Balance Sheet) or acquired since the date of the Reference Balance Sheet and required by the Accounting Principles to be recorded on the balance sheets of such Company, free and clear of any Encumbrances, except for Encumbrances which, individually or in the aggregate, do not exceed [redacted].

5.8 Real Property Matters:

(a) Title to Real Properties; Absence of Liens. To the Knowledge of Seller, the Companies (i) own good and valid fee simple title in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Fee Property"), free and clear from any and all Encumbrances other than those identified as

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Permitted Exceptions on Schedule 5.8 (the "Permitted Exceptions"), (ii) own good and valid fee simple title to certain mineral rights pursuant to certain Deeds more particularly identified by parcel on Schedule 5.8 (the "Mineral Property") (iii) hold valid and subsisting leasehold estates in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Leased Property"), pursuant, in each case, to a valid and subsisting lease (individually, "Lease" and collectively, the "Leases") identified, as to each Leased Property, on Schedule 5.8. and (iv) hold a possessory interest in certain unpatented mining claims subject to the paramount title of the United States Government as set forth on Schedule 5.8 (the "Possessory Property"). The Fee Property, the Mineral Property, the Leased Property and the Possessory Property are hereinafter referred to as the "Real Property". To the Knowledge of Seller, Schedule 5.8 also includes a complete and accurate list of all patented and unpatented mining claims of the Companies.

(b) Wetlands. To the Knowledge of Seller, except as set forth on Schedule 5.8, there does not exist any written survey, study or report which claims specifically that any portion of the Real Property is a wetland as that term is used and defined in The Clean Water Act, 33 U.S.C. §§ 1251 et seq., as amended, which would render previously disclosed talc reserves unrecoverable.

(c) Real Property Records. Seller has made available to Buyer, to the extent in Seller's possession or control, or in the possession or control of one of the Companies, copies of any documents directly relating to the Real Property, including, without limitation, copies of any and all title insurance policies, title commitments, title abstracts; deeds and options; leases and pipeline documents; plans and surveys; and environmental studies, surveys and reports. In addition, in the event any additional items become available to Seller during the term of this Agreement, Seller shall promptly make such items or copies of such items available to Buyer.

(d) Preservation of Mineral Rights. To the Knowledge of Seller, except as set forth in Schedule 5.8, the Companies have good and valid title or possessory interest (where indicated) to the mineral rights located on the Real Property and each of them and its respective immediate predecessors have complied in all material respects with the requirements of any

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and all federal, state or local laws or ordinances related to the preservation of such mineral rights.

(e) Operations Within Boundary Lines. To the Knowledge of Seller, except as set forth in Schedule 5.8, the activities conducted by any of the Companies and the improvements located on the Real Property are in all material respects within the boundary lines of the Real Property as described in Schedule 5.8 and there are no material encroachments by others onto the Real Property.

(f) Condemnation. To the Knowledge of Seller, there is not now pending any condemnation or similar proceeding which affects the Real Property or any portion thereof. Seller has received no notice that any such proceeding or taking by condemnation is contemplated.

5.9 Litigation. To the Knowledge of Seller, except as set forth on Schedule 5.9, there is no action, suit, proceeding or investigation pending or threatened against any Company or relating to any Company's properties, at law, in equity or otherwise, in, before, or by any court or governmental agency or authority. To the Knowledge of Seller, there are no unsatisfied judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a court, an administrative agency or by an arbitrator) against any of the Companies or against any Real Property or any other of their properties, assets or businesses.

5.10 Compliance with Law. To the Knowledge of Seller, except as with respect to matters set forth in Section 5.16 which are covered therein, and except as set forth on Schedule 5.10, the business of each Company is being conducted, and has at all times during the last three years been conducted by a Company or its predecessor, in material compliance with all laws, ordinances and regulations of any governmental entity, common law and equitable doctrines applicable to such Company (including, without limitation, Non-Environmental Laws). To the Knowledge of Seller, all material governmental approvals, permits and licenses required by any Company in connection with the conduct of its business have been obtained and are in full force and effect and are being complied with in all material respects.

5.11 Contracts. (a) To the Knowledge of Seller, Schedule 5.11 sets forth each written contract or agreement outstanding as of the date hereof to which any Company is a party or to which any of its properties are bound and which,

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(i) involves future payment or receipt of in excess of [redacted] or future performance or receipt of services or delivery or receipt of goods and materials, in each case with an aggregate value in excess of [redacted], including, but not limited to, sale and purchase agreements, distributorship agreements and loan agreements, notes and other financing documents;

(ii) is a guarantee in respect of indebtedness of any Person (other than a Company) which may involve future payment by a Company in excess of [redacted], or is a mortgage, security agreement or other collateral arrangement securing indebtedness of any Person (other than a Company) and creating Encumbrances on properties and assets of a Company;

(iii) is a lease providing for monthly rental payments by a Company in excess of [redacted] (exclusive of charges for taxes, insurance, utilities, maintenance and repair);

(iv) is an employment or consulting contract or is a collective bargaining agreement;

(v) is a technology license agreement;

(vi) contains a change of control provision or provisions of similar effect;

(vii) is between any Company and Seller or any of Seller's Affiliates (other than any Company);

(viii) is not an arm's-length agreement; or

(ix) contains any restriction on the Companies ability to compete with any other business.

(b) To the Knowledge of Seller, there is no material default by any Company or any other party, under any contract or agreement set forth or described in Schedule 5.11.

5.12. Brokers and Intermediaries. Except for Dillon Read & Co., neither Seller nor any Company has employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's or similar fee or commission in connection therewith or upon the consummation thereof. Seller shall be responsible for making any payments to which Dillon Read & Co. shall be entitled.

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5.13. Tax Matters. (a) Except as set forth in Schedule 5.13, (i) all Returns with respect to Taxes that are required to have been filed by or with respect to the Seller's Group prior to the date of this Agreement, including any of the Companies, have been duly filed, (ii) all Taxes shown to be due on the Returns referred to in clause (i) or in assessments received have in either case been paid in full, (iii) the Returns referred to in clause (i) have been examined by the Internal Revenue Service or the appropriate state, local or foreign taxing authority or the period for assessment of the Taxes in respect of which such Returns were required to be filed has expired, (iv) all deficiencies asserted or assessments made as a result of such examinations have been paid in full, (v) no issues that have been raised by the relevant taxing authority in connection with the examination of any of the Returns referred to in clause (i) are currently pending, (vi) no waivers of statutes of limitation have been given or requested by or with respect to any Taxes of the Seller's Group or any of the Companies, (vii) there are no adjustments required by Section 481 of the Code or similar carryover items that would affect the income tax liability of any of the Companies for a tax year that ends after the Closing Date, and (viii) no adjustments have been made or proposed by the Internal Revenue Service or the appropriate state, local or foreign taxing authority with respect to any of the Returns referred to in clause (i) which would in any way affect the liability for Taxes of any of the Companies for any taxable year or periods ending after the Closing Date.

(b) No tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transfer contemplated by this Agreement.

(c) As a result of Buyer's purchase of the Shares, neither Buyer nor any Company will be obligated to make a payment to an individual that would be a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future.

5.14. Employee Benefits.

(i) All benefit plans, contracts or arrangements having a benefit value exceeding, in present value terms (determined using a discount rate of 8-1/2% per annum), [redacted] (regardless of whether they are funded or unfunded, foreign or domestic, contractual or not) covering current employees or former employees of the Companies (the "Employees"), including, but not limited to, "employee

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benefit plans" within the meaning of Section 3(3) of ERISA, and plans of deferred compensation (the "Benefit Plans"), are listed in Schedule 5.14. True and complete copies of all Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any Benefit Plans, summary plan descriptions and all amendments thereto have been made available to Buyer.

(ii) To the Knowledge of Seller, all employee benefit plans, other than "multiemployer plans" within the meaning of Section 3(37) or 4001(a)(3) of ERISA, covering Employees (the "Plans"), to the extent subject to ERISA, are in substantial compliance with ERISA. To the Knowledge of Seller, except as set forth on Schedule 5.14, each Plan which is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA ("Pension Plan") and which is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter, or is currently the subject of a request for a determination letter, from the Internal Revenue Service, and Seller is not aware of any circumstances likely to result in refusal or revocation of any such favorable determination letter. To the Knowledge of Seller, there is no material pending or threatened litigation relating to the Plans. To the Knowledge of Seller, the Companies have not engaged in a transaction with respect to any Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject the Companies to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which, individually or in the aggregate, would be material.

(iii) To the Knowledge of Seller, no liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by the Companies with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with any Company under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate"). To the Knowledge of Seller, the Companies have not incurred and do not expect to incur any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate). To the Knowledge of Seller, no notice of a "reportable event", within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Pension Plan or by any ERISA Affiliate within the 12-month period ending on the date hereof.

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(iv) To the Knowledge of Seller, all contributions required to be made under the terms of any Benefit Plan have been timely made. Neither any Pension Plan nor any single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. To the Knowledge of Seller, the Companies have not provided, or are required to provide, security to any Pension Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

(v) To the Knowledge of Seller, except as previously disclosed in writing to the Buyer, under each Pension Plan which is a single-employer plan, as of the last day of the most recent plan year ended prior to the date hereof, the actuarially determined present value of all "benefit liabilities", within the meaning of Section 4001(a)(16) of ERISA (as determined on the basis of the actuarial assumptions contained in the Plan's most recent actuarial valuation), did not exceed the then current value of the assets of such Plan, and there has been no material change in the financial condition of such Plan since the last day of the most recent plan year. To the Knowledge of Seller, the withdrawal liability of the Companies under each Benefit Plan which is a multiemployer plan to which the Companies or an ERISA Affiliate has contributed during the preceding 12 months, determined as if a "complete withdrawal", within the meaning of Section 4203 of ERISA, had occurred as of the date hereof, does not exceed $30,000.

(vi) To the Knowledge of Seller, the Companies have no obligations for post retiree health and life benefits under any Benefit Plan, except as set forth on Schedule 5.14. To the Knowledge of Seller, there are no restrictions on the rights of the Companies to amend or terminate any such Benefit Plan or any post retirement medical plan covering Active Employees without incurring any liability thereunder, except for any restrictions set forth in the Plan or arising under a collective bargaining agreement.

5.15. Patents and Trademarks. To the Knowledge of Seller, the Companies own or have the rights to use, without payment of any consideration, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and rights which are necessary for use in connection with the businesses of the Companies (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights owned by the Companies are described on Schedule 5.15 hereto. To the Knowledge of Seller, the use and registration of the

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Intellectual Property Rights do not conflict with the intellectual property rights of any other person, firm or corporation and no other person's, firm's or corporation's operations conflict with the use and registration of the Intellectual Property Rights. To the Knowledge of Seller, there are no suits pending or threatened by any of the Companies claiming a conflict by such Company with any intellectual property rights of third parties or a conflict by any third party claiming a conflict by such third party with any of the Intellectual Property Rights.

5.16. Environmental Matters. For the purpose of this Section 5.16 only, and expressly not for the purpose of Section 11.3 hereof, "Predecessors" shall mean the companies that operated Seller's talc business immediately prior to the creation of Newco. Except as set forth on Schedule 5.16:

(a) Each of the Companies has obtained all material permits, licenses and other such authorizations required to be obtained by it for the operation of its business under all applicable Environmental Laws.

(b) Each of the Companies is, and each of the Companies and its Predecessors has been, in material compliance with all applicable Environmental Laws.

(c) None of Seller, any Company or any of their respective Predecessors have received any written notice during the last six years of any material violation of any Environmental Law by the Companies or their respective Predecessors, and there are no civil, criminal or administrative actions, suits, hearings, proceedings, written notices of violations, claims or demands pending or, to the Knowledge of Seller, threatened against any Company or with respect to any property owned or previously owned by any Company or its Predecessor under any Environmental Law. None of the Companies has received any written notice of any actual or threatened Release of any Hazardous Substance in violation of any Environmental Law.

(d) None of the Companies or any of its Predecessors have generated, transported, or disposed, and none of the Companies is generating, transporting or disposing, of any Hazardous Substances to, in, upon, about, or under any property wherever situated, which have resulted in a Release giving rise to any material claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines, or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

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(e) None of the Companies and no other party has been involved in any activity in, upon, about, or under the Real Property or any parcel or portion thereof, and none of the Companies or any of its Predecessors have been involved in any activity in, upon, about, or under any property previously owned by any Company or its Predecessors, in connection with the generation, use, handling, treatment, removal, storage, clean up, transport, or disposal of any Hazardous Substances which have resulted in a Release giving rise to any claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

(f) To the Knowledge of Seller, there are not now any underground storage tanks (as such term is defined in 40 CFR § 280.12) in, upon, about or under any of the Real Property or any parcel or portion thereof.

(g) Seller has made available in writing to Buyer which equipment of the Companies contain PCB and Seller has made available to Buyer all reports relating thereto.

(h) There are not now, nor has there ever to the Knowledge of Seller been, any areas in, upon, about, or under the Real Property or any parcel or portion thereof which should have been permitted as treatment, storage, or disposal facilities under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.

5.17 Improper Payments. To the Knowledge of Seller, no improper payment has been made by or on behalf of any of the Companies which is in violation of any applicable federal, state, local or foreign law.

5.18 Insurance. Full and complete copies of all property and casualty insurance policies which currently insure each of the Companies have been made available to Buyer.

5.19 Talc Reserves. Seller has made available its talc reserve written data to Buyer. To the Knowledge of Seller, Seller's reporting of talc reserves is consistent with the reserve reporting requirements of the U.S. Securities and Exchange Commission.

5.20 Entire Business. The Companies and the European Companies conduct all of the talc business of Seller and its Affiliates and own (without any right, title or encumbrance in favor of Seller or any of its Affiliates other than the Companies) all of the assets, rights or interests relating to such business, other than Cyprus logos

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and the Hamm Underground Mine Property, that are owned by Seller or any of its Affiliates. The assets of the Companies as of the Closing Date will be sufficient to enable the Companies to carry out the talc business of Seller and its Affiliates as presently conducted by Seller and its Affiliates.

5.21 Mining and Technical Matters. (a) For the purposes of this representation and warranty, "Mineral Rights" means all rights, leases, concessions, licenses and other entitlements to explore for, mine and extract all and any minerals.

(b) To the Knowledge of Seller, except as set forth on Schedule 5.8, each Company is duly authorized to carry on production of minerals in each jurisdiction where it presently carries on such activities, has good and valid title to all Mineral Rights required in connection with its current operations and possesses all rights of access, easements, rights to water, power and other services necessary for the said operations.

(c) To the Knowledge of Seller, each Company is duly authorized to carry on exploration for minerals (where such exploration is currently in progress) in each jurisdiction where it carries on such activities.

(d) To the Knowledge of Seller, all Mineral Rights held by a Company are in full force and effect and, free from cancellation, forfeiture or any accrued right of termination and there has been no material adverse change in the condition of or rights under the same except depletion of ore reserves due to operations in the ordinary course of business; provided, however, that with respect to cancellation of possessory interests, Seller only represents and warrants that it has not received any written notice of cancellation.

(e) To the Knowledge of Seller, no Company has received any notice of default or claim of default or of any current or threatened expropriation, withdrawal or cancellation of any Mineral Rights nor are there any suits or proceedings in progress or pending or threatened against or affecting any Mineral Rights or the minerals produced therefrom which, if decided adversely, would materially prejudice the Mineral Rights or the rights enjoyed thereunder.

(f) To the Knowledge of Seller, except as set forth on Schedule 5.8, none of the Mineral Rights nor the production of minerals thereunder is subject to any royalty, production payment, lien, charge, security interest or other

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encumbrance, and no Company is obliged by virtue of any prepayment under any contract providing for the sale of any such minerals or under any similar arrangement to deliver any of such minerals at any future date without then or in due course thereafter receiving full payment therefor.

(g) To the Knowledge of Seller, the records supplied to Buyer relating to:

(i) geological, geophysical, geochemical, drilling and other engineering data;

(ii) maps and drawings showing mining operations carried out;

(iii) ore reserve estimates and production data; and

(iv) metallurgical test work,

are true and accurate, within the standards of the industry, in all material respects.

5.22 Disclosure. To the Knowledge of Seller, all written information which has been given by Seller or any representative of Seller to Buyer or any representative of Buyer, is true, complete and accurate in all material respects and there are no facts, matters or circumstances which render any such information inaccurate or misleading in any material respect.

5.23 Inventory. All inventories of the Companies are of a quality and specification conforming to the usual standards used by the Companies, and except as set forth on Schedule 5.23, all inventories are reflected on the Reference Balance Sheet in accordance with the Accounting Principles to realizable value on a going-concern basis. There are no talc ores included in the inventories of the Companies that can not produce products in conformity with the Companies existing product specifications and existing production methods.

5.24 Condition of the Assets of the Companies. To the Knowledge of Seller, all of the physical assets of the Companies, including machinery and equipment, are in reasonable operating condition required for the current conduct of the business of the Companies, normal wear and tear excepted.

5.25 Accounts Receivable. To the Knowledge of Seller, all accounts receivable of the Companies and the European Companies shown on the Reference Balance Sheet, and

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all accounts receivable arising thereafter and prior to the Closing shown in the books of the Companies, arose and will arise in the ordinary course of business and are fully collectible, except to the extent a bad debt reserve has been established for such accounts receivable in accordance with the Accounting Principles.

5.26 Formation of Newco. Newco was incorporated on April 1, 1992 in the State of Delaware. Since its date of incorporation, Newco has not engaged in any activity other than activities contemplated and disclosed to Buyer in connection with the restructuring of the talc business of Seller and its Affiliates.

5.27 Working Capital of the Companies. To the Knowledge of Seller, no individual working capital item set forth on the Reference Balance Sheet has changed by more than [redacted] since the date of the Reference Balance Sheet, except for changes in the ordinary course of business of the Companies.

5.28 Disclaimer. No representations or warranties have been made to Buyer by Seller other than those expressly set forth in this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

6.1 Organization and Authority of Buyer. Buyer is a Delaware corporation, with the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, constitutes the valid, binding and enforceable obligation of Buyer.

6.2 Ability to Carry Out the Agreement. Buyer is not subject to or bound by any provision of

(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

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(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship, other restriction, or

(iv) any judgment, order, writ injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement which has not been obtained required for, the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby.

6.3. Brokers and Intermediaries. Buyer has not employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's, or similar fee or commission in connection therewith or upon the consummation thereof.

6.4. Investment. Buyer is acquiring the Shares for its own account for investment, without a view to, or for resale in connection with, the distribution thereof in violation of federal or state securities laws and with no present intention of distributing or reselling any part thereof. Buyer will not so distribute or resell any Shares in violation of any such law.

ARTICLE 7

CERTAIN COVENANTS AND AGREEMENTS OF SELLER, CYPRUS AND BUYER

7.1. Access and Information; Testing of Reserves; Notice of Breaches. (a) Seller shall permit Buyer and its representatives (including, without limitation, its public accountants, counsel and other advisors) after the date of this Agreement to have access during normal business hours, upon reasonable advance notice to Seller to the officers and directors of the Companies and/or the Seller (as appropriate), the auditors of the Companies and any and all of the premises, properties, contracts, books, records and data of or relating to each of the Companies. Without limiting the foregoing, Buyer, its public accountants, counsel and other advisors shall have the right at any time and from time to time prior to Closing to enter the Real

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Property, or any portion or parcel thereof, for the purpose of obtaining a survey, either boundary or as-built, of such Real Property, conducting Phase I environmental audits and property audits of Real Property, surveying and otherwise examining the physical, hydrological and topographical nature of the Real Property. "Phase I environmental audits" shall be understood to consist of walk-throughs of any of the Real Property or facilities thereon, review of documents relating to environmental issues, interviews of personnel with knowledge relating to environmental issues, and review of public records. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company. All information provided to Buyer pursuant hereto shall be subject to that certain confidentiality agreement executed by an affiliate of Buyer and dated April 24, 1991 (the "Confidentiality Agreement").

(b) From the date hereof through and including the Closing Date, Seller shall cause the Companies to give full access to Buyer and its representatives for the purpose of testing Seller's talc reserves, using standard industry testing techniques. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company.

7.2 Regulatory Filings. Each party hereto will furnish to the other party hereto such necessary information and reasonable assistance as such other party may reasonably request in connection with its preparation of necessary filings or submissions to any government agency related to this transaction.

7.3 Conduct of Business; Intercompany Accounts.

(a) Prior to the Closing, and except as set forth in Schedule 7.3 or otherwise contemplated by this Agreement or consented to or approved by Buyer in writing, Seller covenants and agrees that:

(i) it will cause the businesses conducted by the Companies to be operated only in the ordinary and usual course and use all reasonable efforts to preserve the properties and relationships with suppliers and customers of such businesses;

(ii) it will cause each Company not to issue or sell any shares of capital stock of such Company, or issue or sell any options, warrants or other rights of any kind to acquire any such shares or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to

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acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing;

(iii) except for the contemplated transfer of assets from Seller to Newco, it will not, other than in the ordinary course of business, cause the transfer of any material assets or contracts, or hire, fire or transfer any key employees to or from any subsidiary, division or other business unit within or among the Companies;

(iv) it will cause each of the Companies not to change or amend its charter, by-laws or other organization agreements;

(v) it will cause the Companies not to acquire or to dispose of any property, right or other asset employed in the business of the Companies, other than in the ordinary course of business (it being understood that the purchase or sale of talc reserves shall not be considered in the ordinary course of business for purposes of this paragraph (v));

(vi) it will cause the Companies to or will itself keep in full force and effect insurance on assets and Real Property and other property of the Companies or for the benefit of employees of the Companies, liability and other casualty insurance related to the Companies, and bonds on personnel of the Companies in accordance with the past practices of the Companies, and it will ensure that all proceeds received under such insurances will remain assets of the Companies at the Closing or will be transferred to the Companies prior to the Closing;

(vii) it will cause the Companies not to enter into or to amend any employment, bonus, severance or retirement contract or arrangement or any employee benefit plan with regard to the Companies;

(viii) it will cause the Companies not to increase any salary or other form of compensation payable or to become payable to any of the executives or employees of the Companies, or to pay any bonuses to any of such executives or employees, except for payments made in the ordinary course and for such payments to be made pursuant to the bonus or profit sharing provisions of the employment agreements listed on Schedule 5.14 hereto;

(ix) it will cause the Companies not to enter into, make, agree upon or to agree to enter into

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(A) other than in the ordinary course, any contract, purchase or sale order, or other commitment, or (B) any real property lease requiring an expenditure or payment in excess of [redacted] per annum or which cannot be terminated by the relevant Company within a period not exceeding 12 months;

(x) it will cause the Companies not to incur any debt or obligation for borrowed funds and not to extend credit in the sale of products, collection of receivables or otherwise, other than in the ordinary and regular course of business;

(xi) it will cause the Companies not to take any action and not to cause any action to be taken by any party, which action would materially and adversely affect the businesses of any of the Companies, including, without limitation, the state of title of any of the Companies in and to any material portion of the Real Property. It will not permit any Company to fail to exercise any option to extend or exercise any option to terminate any Lease between the date hereof and the Closing without Buyer's prior written consent as to each such non-extension or termination of any Lease, or amend or modify any such Lease except in the ordinary course;

(xii) it will not permit any of the Companies to wind up, liquidate or dissolve or to enter into any transaction of merger or consolidation; and

(xiii) it will not, and it will not permit any of the Companies to, agree to take any of the foregoing actions.

(b) Seller and Buyer agree that all intercompany accounts between Seller or any Affiliate of Seller (other than a Company) and any Company shall be settled with payment effective prior to the Closing and to the extent such settlement is not feasible at or prior to the Closing, shall be settled as soon as practicable after Closing, and such settlement shall be effective as of prior to Closing.

7.4. Employee Matters. (a) Ongoing Employment. Buyer shall ensure that all persons who were employed by any Company immediately preceding the Closing Date, including those on vacation, leave of absence or disability (whether short-term or long-term disability or workers's compensation) and those subject to or on lay-off (but only, in the case of employees subject to or on lay-off, to the extent a collective bargaining agreement providing for

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recall rights is applicable to such employees) ("Active Employees", which term shall be defined as those individuals identified above), will be employed by Buyer or any Affiliate of Buyer (including but not limited to the Companies) on the Closing Date, on substantially the same terms (regarding salary, job responsibility and location but excluding retirement and welfare benefits) as those provided to such Active Employees immediately prior to the Closing Date. The employment of any Active Employee by Buyer on the Closing Date does not create a right to ongoing employment with Buyer other than may exist under a collective bargaining agreement or an individual agreement.

(b) Welfare Benefit Plans.

(i) Seller shall retain the responsibility for providing for payment of all (A) claims of Employees under any medical, dental, hospital or health plans for previously documented physical or mental conditions in existence on the Closing Date, and provided that a claim for such condition is made within one year of the Closing Date, and (B) claims incurred under any life insurance plans for death occurring prior to the Closing Date.

(ii) Seller shall retain the responsibility for providing for payments of all long-term disability claims (including long-term disability claims that result from continuous short-term disability claims in existence on the Closing Date) arising from disabilities of Employees that occurred prior to the Closing Date and up until such time as the Employee returns to work with the relevant Company on a full-time, unrestricted basis for at least 30 days. Buyer shall assume the responsibility for providing for payments of all short-term disability claims arising from such disabilities.

(iii) Seller shall retain the responsibility for providing for payments of all worker's compensation claims made on or before the Closing Date, provided, however, that Seller shall only be liable under this paragraph (iii) for payments in excess of the amount accrued with respect thereto on the Final Closing Statement. Buyer shall assume the responsibility for providing for payments of all worker's compensation claims made after the Closing Date.

(iv) Seller shall retain the responsibility for providing Non-Represented Employees who retired (or if applicable who terminated with vested benefits) prior to the Closing Date with retiree health and life

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benefit under the Benefit Plan(s) which covered such Employees prior to the Closing Date. As of the Closing Date, Buyer assumes all liabilities for vested and non-vested post-retirement medical and life insurance benefits with respect to Non-Represented Employees who are Active Employees.

(v) Seller shall retain the responsibility for providing Employees who terminated employment with the relevant Company prior to the Closing Date (and their "qualified beneficiaries" within the meaning of Section 4980B of the Code) with the continuation of group health coverage required by Section 4980B of the Code.

(vi) Buyer shall assume Seller's obligations and responsibilities under all collective bargaining agreements covering Employees.

(c) Pension Plans.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate pension plan to be designated by Buyer (the "Buyer Pension Plan") to provide that (A) upon the transfer of assets referred to below, the service of Active Employees who participated in the Retirement Plan for Salaried Employees of Cyprus Minerals Company or the Cyprus Industrial Minerals Company Division Pension Plan for Yellowstone Mine Hourly Employees (the "Seller Pension Plans") shall be recognized for all purposes thereunder (including benefit accrual) to the extent such service was recognized under the relevant Seller Pension Plan and (B) upon such transfer, the accrued benefits under the Buyer Pension Plan of Active Employees who participated in either of the Seller Pension Plans shall in no event be less than their accrued benefits under such Seller Pension Plan as of the Closing Date.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Seller shall cause to be transferred from the trusts under the Seller Pension Plans to the trust under the Buyer Pension Plan an amount in cash equal to the actuarial present value of the "benefit liabilities" (within the meaning of Section 4001(a)(16) of ERISA) as of the Closing Date of Active Employees who participated in either of the Seller Pension Plans, together with interest at the rate of 8½% per annum from the Closing Date to the date of transfer. Determination of such actuarial present value shall be the Base Present

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Value, provided, however, that if the Alternate Present Value exceeds the Base Present Value by more than [redacted], the actuarial present value shall be the Base Present Value plus 50% of the difference between the Alternate Present Value and the Base Present Value. As used herein, the "Base Present Value" shall mean the actuarial present value determined on the basis of the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and 10K as of December 31, 1991 plus 10% of the actuarial present value so determined, and the "Alternate Present Value" shall mean the actuarial present value based on the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and [redacted] as of December 31, 1991, modified to (x) assume that a proportion of Employees will receive benefits upon termination or retirement under the lump sum option based upon the calculation practices currently used by Seller (including any non-qualified supplements that may be applicable) and upon deferred (or immediate, if applicable) Pension Benefit Guaranty Corporation interest rates, and (y) base the proportion of Employees assumed to take the lump sum option on the actual experience under the Seller Pension Plans over the last two years, taking into account the age and service of the Employees at termination or retirement. Such actuarial present values shall be calculated as at the Closing Date by an actuary appointed by Seller and agreed to by an actuary appointed by Buyer, and shall be reduced by the amount of any benefit payments made with respect to Active Employees after the Closing Date but prior to the date of transfer.

Pending completion of the transfers described in this paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the relevant Seller Pension Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(ii) Effective as of the Closing Date, Seller shall amend the Retirement Plan for Employees of Windsor Minerals Corporation Represented by Cement, Lime, Gypsum and Allied Workers Division of the Brotherhood of Boilermakers International, A.F.L.-C.I.O., local lodge D449 (the "Windsor Plan") and Cyprus Industrial Minerals Company Division Pension Plan for Three Forks Plant Hourly Employees (the "Three Forks Plan")to make the Buyer the "plan sponsor" (as such term is defined in Section 3(16)(B) of ERISA thereunder. Seller shall cause to be transferred, as

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soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, to a trust established by Buyer under the Windsor Plan and the Three Forks Plan, all assets attributable to such Plans held under the Cyprus Minerals Company Master Trust.

(iii) Seller shall continue to make contributions to these plans when due as required until the Closing Date. Buyer shall be responsible for making required contributions when due to these plans after the Closing Date. With respect to the Three Forks Plan and the Windsor Plan, the required contributions for 1991 and 1992 for purposes of this Agreement shall be the minimum required contribution under Section 412 of the Code as determined by an actuary appointed by Seller. Seller's share of the required contribution for 1991 will be the entire required contribution for 1991. Seller's share of the required contribution for 1992 shall be determined by multiplying the total required contribution for 1992 by the fractional portion of 1992 preceding the Closing Date. Buyer's share of the required contribution for 1992 shall be the total required contribution for 1992 minus Seller's share of the required contribution for 1992. If actual contributions to these plans by Seller exceeds Seller's share of the required contributions then Buyer shall reimburse Seller for the amount of such excess. If Seller's share of the required contributions exceeds Seller's actual contributions then Seller shall reimburse Buyer for the amount of such excess.

(iv) Buyer shall assume Seller's liability under the Grand Island, Nebraska Multiemployer Pension Plan for Members of General Drivers and Helpers Local Union #544 Affiliated with the International Brotherhood of Teamsters Afl-CIO.

(d) European Pension Liabilities. Buyer shall assume all liabilities and assets for all Benefit Plans listed on Schedule 5.14 that cover foreign employees of the Companies or the European Companies.

(e) Buyer shall assume responsibility for all liabilities, including but not limited to severance benefit liabilities and any withdrawal liabilities, arising because of Buyer's actions or omissions regarding Seller's then former Employees after the Closing Date.

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(f) Savings Plan.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate savings plan to be designated by Buyer (the "Buyer Savings Plan") to provide that (A) the service of Active Employees who participated in the Cyprus Minerals Company Savings Plan and Trust (the "Seller Savings Plan") shall be recognized for all purposes thereunder to the extent such service was recognized under the Seller Savings Plan and (B) the account balances of such Employees which are transferred from the Seller Savings Plan to the Buyer Savings Plan in accordance with this paragraph shall be fully vested at all times.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Sellers shall cause to be transferred from the Seller Savings Plan to the Buyer Savings Plan the liability for the account balances of Active Employees who participated in the Seller Savings Plan, together with assets the fair market value of which is equal to such liability.

(ii) Pending the completion of the transfer described in paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the Seller Savings Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(g) ESOP. Seller shall take all necessary actions to provide that all Active Employees are fully vested in the amounts credited to their accounts under the Cyprus Minerals Company Amended and Restated Employee Stock Ownership Plan as of the Closing Date.

(h) Indemnity. Seller agrees to defend, indemnify and hold harmless the Buyer Indemnitees against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Seller's responsibilities or obligations under this Section 6.4, and Buyer agrees to defend, indemnify and hold harmless the Seller Indemnities against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Buyer's responsibilities or obligations under this Section 6.4. The obligations of this Section 6.4 shall survive the Closing Date without limitation as to time. For purposes of this paragraph (h), the terms Buyer Indemnitees, Damages, Breach and Seller

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Indemnities have the respective meanings ascribed thereto in Section 11.1.

7.5. Tax Matters. (A) Section 338(h)(10). Neither Buyer nor Seller nor any of their respective Affiliates shall make any election pursuant to Section 338(h)(10) of the Code. Seller understands that, Buyer may make and may cause each member of its affiliated group (as defined in Section 338(h)(5) of the Code) to join in a protective carryover basis election as provided for by regulations under Section 338(e) of the Code. With regard to this election, Seller will fully cooperate and join in the election, if necessary.

(B) Liability for Taxes and Related Matters.

(i) Liability for Taxes. Seller shall be liable for and indemnify Buyer for all Taxes (including, without limitation, any obligation to contribute to the payment of a tax determined on a consolidated, combined or unitary basis with respect to a group of corporations that includes or included any of the Companies and Taxes resulting from any of the Companies ceasing to be a member of the Seller's Group) (a) imposed on Seller's Group (other than any Taxes described in the following clause (b) of the Companies for any taxable year), (b) imposed on any of the Companies or for which any of the Companies may otherwise be liable (i) for any taxable year or period that ends on or before the Closing Date and, (ii) with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year ending on and including the Closing Date. Except as set forth in (v), Seller shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(ii) Buyer shall be liable for and indemnify Seller for the Taxes of any of the Companies for any taxable year or period that begins after the Closing Date and, with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year beginning after the Closing Date. The Buyer shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(iii) Taxes for Short Taxable Year. For purposes of paragraphs (B)(i) and (B)(ii), whenever it is necessary to determine the liability for Taxes of any of the Companies for a portion of a taxable year or period that begins before and ends after the Closing

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Date, the determination of the Taxes of any Company for the portion of the year or period ending on, and the portion of the year or period beginning after, the Closing Date shall be determined by assuming that such Company had a taxable year or period which ended at the close of the Closing Date, except that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a time basis.

(iv) If, as a result of a challenge by any taxing authority to any transaction that had been treated or a tax-free transaction under Section 351 of the Code or any similar provision under state tax law, such taxing authority determines the adjusted tax basis in an asset of Newco, including the stock in any of the Other Companies, as of the Closing Date to be less than the Carryover Basis (as defined below), then Seller shall indemnify Buyer to the extent that the Carryover Basis of such asset would have produced greater tax benefits to Buyer. Payment under this paragraph shall be made at the time the adjusted tax basis in an asset of Newco is determined to be other than the Carryover Basis and shall equal the highest marginal corporate tax rate in effect on the Closing Date multiplied by the difference between the Carryover Basis and the redetermined adjusted tax basis; provided, however, that for the purposes of computing such payment, a reduction in the basis of one or more assets shall not be taken into account to the extent that the determination that resulted in a reduction in the basis of such assets also resulted in the increase in the basis in inventory, receivables or other current assets, or any asset that is amortizable, depreciable or depletable under the applicable tax law in effect on the date that such determination is made. As used herein, the term "Carryover Basis" means the adjusted tax basis in the asset as of December 31, 1991 reduced by any depreciation, depletion or other such allowance (or, in the case of stock in any of the Other Companies, by the adjustments provided for in section 1.1502-32 of the income tax regulations) properly attributable to the period between December 31, 1991 and the Closing Date.

(v) Adjustment to Purchase Price. Any payment by Buyer or Seller under this Section will be an adjustment to the Purchase Price.

(vi) Refunds from Carrybacks. If Seller becomes entitled to a refund or credit of Taxes for any period for which it is liable under paragraph (B)(i) to

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indemnify Buyer and such refund or credit is attributable solely (or in part) to the carryback of losses, credits or similar items from either a taxable year or period that begins after the Closing Date or in the case of a taxable year or period that begins before and ends after the Closing Date, that portion of the taxable year or period that begins after the Closing Date (determined under the principles of paragraph (B)(iii)), and is attributable to any of the Companies, Seller shall promptly pay to the Buyer the amount of such refund or credit (or a pro-rata share of such refund or credit if due only in part to the carryback of such losses, credits or similar items) together with any interest thereon. In the event that any refund or credit of Taxes for which a payment has been made is subsequently reduced or disallowed, the Buyer shall repay any amounts paid to it by the Seller pursuant to this paragraph and indemnify and hold harmless the Seller for any interest and penalties assessed against Seller by reason of the reduction or disallowance. Provided, however, that the preceding sentence shall not apply if the reduction or disallowance is caused by Seller's computational error.

(vii) Returns. Seller shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending on or before the Closing Date and shall pay any Taxes due in respect of such Returns, and Buyer shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending after the Closing Date and shall remit any Taxes due in respect of such Returns. Each of the Companies shall retain an officer of Seller for the sole purpose of signing the Returns that Seller is required to file pursuant to this paragraph. Seller shall pay Buyer the Taxes for which Seller is liable pursuant to paragraph (B)(i) but which are payable with Returns to be filed by Buyer pursuant to the previous sentence not less than two business days prior to the due date for the payment of such Taxes. Buyer shall provide Seller with its then best estimate of these taxes 10 business days prior to the due date for payments of such Taxes. Notwithstanding the foregoing, with regard to taxes for periods that begin before but end after the Closing Date, Seller shall be entitled to reduce its payment under this paragraph to Buyer to the extent of the amount accrued by the Company making the payment on the Company's balance sheet as of the Closing Date. With regard to taxes for periods that begin before but end

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after the Closing Date, Buyer shall pay Seller, within five (5) business days of making a payment for the applicable taxes to a tax authority, any amounts accrued on the Final Closing Statement of the Company making the payment, for the particular liability for tax, in excess of the applicable tax.

(viii) Contest Provisions. Buyer shall promptly notify Seller in writing upon receipt by Buyer, any of its Affiliates or any of the Companies of notice of any pending or threatened audit or assessment by any federal, state, local or foreign taxing authorities which may affect the tax liabilities of any of the Companies for any periods for which Seller would be required to indemnify Buyer pursuant to paragraph (B)(i), provided that failure to comply with this provision shall not affect Buyer's right to indemnification hereunder. Seller shall have the sole right to represent any Company's interests in any tax audit or administrative or court proceedings relating to taxable periods ending on or before the Closing Date, and to employ counsel of its choice at its expense. Notwithstanding the foregoing, Seller shall not be entitled to settle, either administratively or after the commencement of litigation, any claim for Taxes which would adversely affect the liability for Taxes of the Buyer or any of the Companies for any period ending after the Closing Date to any extent (including, but not limited to, the imposition of income tax deficiencies, the reduction of asset basis or cost adjustments, the lengthening of any amortization or depreciation periods, the denial of amortization or depreciation deductions, or the reduction of loss or credit carryforwards) without the prior written consent of Buyer. Such consent shall not be unreasonably withheld, and shall not be necessary to the extent that Seller has indemnified the Buyer against the effects of any such settlement. Buyer shall have the sole right to represent any Company's interest in any tax audit or administrative or court proceeding for any taxable year or period that begins before but ends after the Closing Date. Neither Buyer nor any of the Companies may agree to settle any tax claim for the portion of the year or period ending on the Closing Date which may be the subject of indemnification by Seller under paragraph (B)(i) without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(ix) Termination of Tax Allocation Agreements. Any tax allocation or sharing agreement or arrangement, whether or not written, that may have been

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entered into by Seller or any member of Seller's Group and any of the Companies shall be terminated as to each of the Companies as of the Closing Date, and no payments which are owed by or to any of the Companies pursuant thereto shall be made thereunder.

(C) Transfer Taxes. Seller and Buyer shall each be liable for one half the transfer, sales, use or other similar taxes arising under any state, local or foreign law from the sale of the Shares, including any real property transfer taxes. Buyer and Seller shall cooperate fully in making any payment, withholding any amount or filing any return or information which is required with respect to a transfer, sales, use or other similar tax described in the preceding sentence. The party responsible under state, local or foreign law for making such payment, withholding such amount or filing such return or information with respect to such transfer, sales, use or other similar taxes shall undertake to fulfill that responsibility; provided, however, that Seller must inform Buyer of any payment that must be made by Buyer, amount that must be withheld by Buyer or return or information that must be filed by Buyer with respect to such transfer, sales, use or other similar taxes.

(D) Information to be Provided by Buyer. With respect to the periods in 1992 prior to the Closing Date, Buyer shall promptly cause each of the Companies to prepare and provide to Seller a package of tax information materials (the "Tax Package"), which shall be completed in accordance with past practice including past practice as to providing the information, schedules and work papers and as to the method of computation of separate taxable income or other relevant measure of income of each of the Companies. Buyer shall cause the Tax Package described in this paragraph to be delivered to Seller by December 31, 1992.

(E) Assistance and Cooperation. After Closing Date, each of Seller and Buyer shall:

(i) assist (and cause their respective Affiliates to assist) the other party in preparing any Returns or reports with such other party is responsible for preparing and filing in accordance with this Section;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding any Returns of any of the Companies;

(iii) make available to the other and to any taxing authority as reasonably requested all

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information, records, and documents relating to Taxes of any of the Companies;

(iv) provide timely notice to the other in writing of any pending or threatened tax audits or assessments of any of the Companies for taxable periods for which the other may have a liability under this Section; and

(v) furnish the other with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any such taxable period.

(F) Record Retention. Seller will continue to store and maintain the original copies of any federal, state, local or foreign tax return or report for any year still open for audit by any taxing authority for any period up to and including the taxable years or periods ending on or before the Closing Date and any work papers prepared exclusively for purposes of filing such returns. Seller will provide Buyer with copies of all such returns and work papers that have been prepared within 10 days after the Closing Date and with copies of subsequent returns and work papers as soon as possible after such returns and work papers are prepared. Seller will notify Buyer prior to the destruction of any records mentioned in this subsection (F) and provide Buyer with the option of continuing to store and maintain such records on its own behalf.

(G) Survival of Obligations. The obligations of the parties set forth in this Section shall be unconditional and absolute and shall remain in effect without limitation as to time.

7.6. Insurance. To the extent that (i) there are third-party insurance policies maintained by Seller and its Affiliates (other than the Companies) ("Seller's Insurance Policies") insuring against any loss, liability, damage or expense relating to the assets, businesses, operations, conduct, products and employees (including former employees) of the business of any Company (all such losses, liabilities, claims, damages or expenses, regardless of the availability of insurance coverage, are herein referred to collectively as the "Business Liabilities") and relating to or arising out of occurrences prior to the Closing, and (ii) Seller's Insurance Policies continue after the Closing to permit claims ("Claims") to be made with respect to such Business Liabilities relating to or arising out of occurrences prior to the Closing, Seller agrees to cooperate and cause such Affiliates to cooperate with Buyer and the Companies in submitting Claims on behalf of Buyer or such

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Companies under Seller's Insurance Policies with respect to such Business Liabilities relating to occurrences prior to the Closing.

7.7. Books and Records. Except for tax records covered by Section 7.6(F), Buyer will, and will cause each Company to, for a period of six years after the Closing, retain all books, records and other documents pertaining to the businesses of the Companies in existence on the Closing Date and to make the same available after the Closing Date for inspection and copying by Seller or any Affiliate of Seller at Seller's expense during the normal business hours of Buyer or such Company, as applicable, upon reasonable request and upon reasonable notice. Without limiting the generality of the foregoing, Buyer will, and will cause each Company to, make available to Seller, the Affiliates of Seller and their respective representatives all information deemed necessary or desirable by Seller or such Affiliates in preparing their respective financial statements and Tax returns and conducting any audits in connection therewith.

7.8. Announcements. Prior to the Closing, neither Seller nor Buyer will issue any press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other (which consent shall not be unreasonably withheld), except as may be required by applicable law, stock exchange regulation or in connection with Buyer obtaining the approval of its shareholders.

7.9. Interim Use of Names. Except as provided in this Section 7.9, no interest in or right to use the name "Cyprus" or any derivation or logo thereof is being transferred hereunder. The parties agree that Buyer shall, as promptly as practicable but in any event within forty-five (45) days following the Closing Date, file an amendment with the appropriate authorities to eliminate the name Cyprus from the name of each Company, and within one year following the Closing Date, remove or obliterate all such trade names, trademarks and logos from all signs, purchase orders, invoices, sales orders, packaging stock, labels, letterheads, shipping documents and other materials used by it or any of its Affiliates (including but not limited to the Companies). For a period of sixty (60) days after the Closing Date, Buyer and its Affiliates (including the Companies) may continue to use any purchase orders, invoices, sales orders, letterheads or shipping documents which bear the name Cyprus, provided that after such sixty (60) days' period, Buyer and its Affiliates (including the Companies) shall cease to use (i) any purchase orders, invoices, sales orders, letterheads or shipping documents existing on the date hereof, which bear the name "Cyprus" or

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any name confusingly similar thereto, without first obliterating or covering such name, mark or logo, or (ii) any such materials not in existence on the Closing Date which bear such name, mark or logo. Except to the extent contemplated above, Buyer will not, and will cause each of its Affiliates (including but not limited to the Companies) not to, misappropriate, misrepresent or otherwise infringe, abuse or diminish the value of said names.

7.10. No Shopping. Between the date hereof and the earlier of the Closing Date and the termination of this Agreement, neither Seller nor any of its Affiliates shall, directly or indirectly, through any officer, director or agent or otherwise, in any manner solicit, initiate, encourage, or participate in any negotiation in respect of or cooperate with any person making an Acquisition Proposal (as hereinafter defined). The term "Acquisition Proposal" means any proposal for a merger with the Companies or for the acquisition of all or substantially all the assets of the Companies or the Shares.

7.11. Computer Technology and Other Interim Services. For a period not to exceed six months following the Closing, Seller will provide to the Companies such computer services of the types and of substantially the same standard of service that Seller has provided prior to the date hereof, as and to the extent Buyer shall require, at Seller's cost. Buyer shall only be billed for such services to the extent Seller's cost for such services exceeds $300,000. Buyer shall be responsible for obtaining all required software licenses that are necessary for Seller to provide such computer services to the Companies after Closing. Buyer shall be responsible for all costs associated with obtaining the software licenses required by the Companies and for all costs associated with establishing such computer services separate from Seller's processing systems to provide for adequate security, efficient processing, and transfer of historical data as may be required by Buyer. Nothing herein shall prevent Buyer from contracting directly with Seller's computer services vendor. Buyer, Seller and the Companies, shall use reasonable efforts to minimize data processing costs including costs associated with the utilization of transitional operational systems and software packages. Other transitional support services provided to Buyer and the Companies by Seller after the Closing will be performed at Buyer's expense but at an amount equal to Seller's cost.

7.12. Barite Tolling Agreement. For as long as the Companies operate the Houston Mill lease, or for a maximum of one year from the Closing, if the operation continues after such one year period, Buyer shall provide to

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Seller reasonable barite toll grinding services at the Houston Mill on negotiated fair market value terms. Buyer shall provide Seller, and a purchaser and subsequent purchaser of Seller's facilities to the extent of using it only with respect to such facility, with a non-assignable perpetual, royalty free license to utilize the Nichols classifier technology.

7.13. Best Efforts. Subject to the terms and conditions herein provided, each of Buyer and Seller agree to cooperate and to use their respective best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, obtaining consents under all contracts and agreements, requiring consent to be assigned to Buyer.

7.14. Covenant Not to Compete. (a) Subject to Seller's right to engage in the barite business, for a period of five years after the Closing, Seller will not, and will cause each of its Affiliates not to engage in any talc business that directly, or indirectly, competes with the businesses of the Companies, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(a) shall prohibit Seller or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a talc business.

(b) For a period of five years after the Closing, Buyer will not, and will cause each of its Affiliates not to engage in any barite business that directly, or indirectly, competes with the barite business of Seller, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(b) shall prohibit Buyer or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a barite business.

(c) After the Closing, Seller will not, and will cause each of its Affiliates not to, utilize the trade secrets to be transferred to Buyer pursuant to this Agreement to engage in any business that directly, or indirectly, competes with the businesses of the Companies, or disclose to any Affiliate or any other person any such trade secrets or, within five years after the Closing, any other confidential information relating to the Companies or its properties, except that Seller may make disclosures, after consultation with Buyer, as required by law or applicable rules of a stock exchange. It is understood that confidential information does not include information which is or becomes publicly available without Seller's fault.

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(d) For a period of three years after the Closing Date, Seller will not and will cause each of its Affiliates not to, except with Buyer's prior written consent (which consent shall not be unreasonably withheld), hire or employ, or solicit the hiring or employment of, any employee of the Companies.

(e) Seller and Buyer agree that, if any provision of this Section 7.14 should be adjudicated to be invalid or unenforceable, such provision shall, to the extent permitted by law, be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent any such provision may be made valid and enforceable in such jurisdiction by limitation of the scope of the activities, geographical area or time period covered, Seller and Buyer agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the laws and public policy applied in such jurisdiction.

7.15 Nihon Mistron. Pursuant to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco, Seller has agreed to transfer to Newco, its record and beneficial ownership of [redacted] of the issued and outstanding shares of Nihon Mistron Company. If Seller is unable to transfer such shares to Newco because the other parties in the joint venture exercise their preemptive right to purchase such shares, the proceeds from such sale shall immediately be delivered to Buyer.

7.16 Hamm Underground Mine Property. The parties have agreed that Seller shall retain title to the Hamm Underground Mine Property and shall be responsible for all costs associated with any required clean up of such property. Any required clean up shall be performed as soon as reasonably practicable. At such time as such property is in material compliance with all applicable Environmental Laws, Buyer shall have the option to purchase such property for one dollar in cash.

7.17 Buyer's Insurance. For as long as Seller may be liable to indemnify Buyer pursuant to this Agreement, Buyer agrees to maintain business interruption insurance for the Companies in a manner and amount reasonable for a Company engaged in the same business as the Companies in the same area.

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ARTICLE 8

CONDITIONS PRECEDENT OF SELLER

The obligation of Seller to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

8.1. Representations and Warranties. The representations and warranties of Buyer made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date.

8.2. Agreements. Buyer shall have performed and complied in all material respects with all its undertakings and agreements required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

8.3. Buyer Certificate. Seller shall have been furnished with certificates of an authorized officer of Buyer, dated the Closing Date, certifying to the effect that the conditions contained in Sections 8.1 and 8.2 have been fulfilled.

8.4. No Injunction. No injunction, restraining order or decree of any nature of any court or governmental or regulatory authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

8.5. Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all material filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable).

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8.6. Miscellaneous Closing Deliveries. Seller shall have received such evidence as Seller may reasonably request in order to establish (i) the power and authority of Buyer to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

ARTICLE 9

CONDITIONS PRECEDENT OF BUYER

The obligation of Buyer to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

9.1. Representations and Warranties. The representations and warranties of Seller and Cyprus made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date; provided that Buyer may not invoke this Section 9.1, unless the untruthfulness of the representations and warranties in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business of the Companies as a whole.

9.2. Agreements. Seller shall have performed and complied in all material respects with all of its undertakings and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing; provided that Buyer may not invoke this Section 9.2, unless the non-compliance, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.3. Seller Certificate. Buyer shall have been furnished with a certificate of an authorized officer of Seller, dated the Closing Date, certifying to the effect that the conditions contained in Sections 9.1 and 9.2 have been fulfilled.

9.4. No Injunction. No injunction, restraining order or decree of any court or governmental or regulatory

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authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

9.5. Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable); provided that Buyer may not invoke this Section 9.5 unless the failure to obtain or effect such consents, approvals and authorizations, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.6. Miscellaneous Closing Deliveries. Buyer shall have received such evidence as Buyer may reasonably request in order to establish (i) the power and authority of Seller and Cyprus to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

9.7 Newco Closing. The Closing of the transactions contemplated in the Agreement of Transfer and Assumption dates June 5, 1992 between Seller and Newco shall have occurred to Buyer's reasonable satisfaction.

9.8 J&J Non-Termination. Johnson & Johnson Consumer Products, Inc. ("J&J") shall not have given notice of termination to Cyprus or its Affiliates or to Buyer pursuant to the Talc Supply Agreement by and between Windsor Minerals Inc. and J&J, dated January 6, 1989.

ARTICLE 10

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

10.1. Survival of Representations and Warranties.
(a) Except as specified in Section 10.1(b) hereof, all representations and warranties of Seller

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included or provided for herein or in any schedule or in any certificate or other document delivered pursuant to this Agreement shall survive for a period of one year after the Closing Date and shall thereafter expire except with respect to breaches and violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

(b) The representations and warranties contained in Sections 5.1, 5.3. 5.4 and 5.13 of this Agreement shall survive the Closing Date until the expiration of the limitation period under the applicable statutes of limitations (or any extensions thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors. The representations and warranties contained in Section 5.16 of this Agreement shall survive for a period of thirty (30) months after the Closing and shall thereafter expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

ARTICLE 11

INDEMNIFICATION

11.1. Indemnification of Buyer and its Affiliates. Subject to Section 11.4, Seller and Cyprus, jointly and severally, agree to defend, indemnify and hold harmless Buyer, its Affiliates and its successors and assigns (individually, a "Buyer Indemnitee", and collectively, the "Buyer Indemnities") against and in respect of:

(a) any and all losses, claims, damages, liabilities, costs and expenses ("Damages") caused by, resulting or arising from or otherwise relating to (i) any failure by Cyprus or Seller to perform or otherwise fulfill or comply with any provision of this Agreement; (ii) any breach or violation ("Breach") of any representation or warranty of Cyprus or Seller hereunder, or (iii) any claim arising out of or relating to the operation of the businesses of any of the Companies or either of the European Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date;

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(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.2. Indemnification of Seller and Its Affiliates. Subject to Section 11.4, Buyer agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates, and their respective successors and assigns (individually, a "Seller Indemnitee", and collectively, the "Seller Indemnities") against and in respect of:

(a) any and all Damages caused by, resulting or arising from or otherwise relating to (i) any failure by Buyer to perform or otherwise fulfill or comply with any provision of this Agreement, or (ii) any Breach of any representation or warranty of Buyer hereunder;

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.3. (a) Environmental Indemnification. Subject to Section 11.3(c), and except to the extent disclosed in Schedule 11.3 or to the extent Dr. Graham B. Lawson, J. Stevenson, Richard Gaunt or John Paulson has actual knowledge on the date hereof of a matter that would give rise to a valid claim under (ii), (iii) or (iv) below, with respect to any written claim, specifying in reasonable detail to the extent known, made by Buyer within thirty (30) months of the Closing Date, Seller and Cyprus shall jointly and severally indemnify and hold Buyer Indemnitee harmless from and against any and all damages, losses, liabilities, actions, claims, costs and expenses (including, without limitation, removal costs, remediation costs, fines, penalties, expenses of investigation and ongoing monitoring, and reasonable attorney's fees) ("Losses") directly or indirectly based upon, arising out of, resulting from or relating to (i) any action taken by Seller with respect to the Hamm Underground Mine Property or any liability under Environmental Law relating to a present condition at the Hamm Underground Mine Property, (ii) any violation of any Environmental Law by the Companies or their predecessors or any of its employees, representatives, agents or any other person or entity acting on behalf of the Companies prior to the Closing (including, without limitation, any failure to obtain or comply with any permit, license or other approval or authorization under the provisions of any Environmental Law), (iii) any and all liabilities under any Environmental Law arising on or prior to the Closing out of or otherwise in respect of any act, omission, event, condition or

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circumstance occurring or existing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing (including, without limitation, liabilities relating to investigation, removal, remediation, containment, cleanup or abatement of the presence, Release or threatened Release of any Hazardous Substance, whether on-site or off-site) and (iv) any and all expenditures required to be incurred by the Companies (x) to enable them to operate in compliance with all applicable Environmental Laws and (y) to repair and restore all damage to any building, land or property of the Companies arising out of or relating to the removal, remediation, cleanup or abatement of the presence of any Hazardous Substance in violation of any Environmental Law existing on or prior to the Closing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing; provided, however, that Seller shall not have any liability pursuant to this Section 11.3(a) for claims brought by private individuals where there is no violation or liability under any Environmental Law. The indemnity provided in this Section 11.3 shall be without regard to any purported availability of insurance.

(b) If any governmental authority (whether federal, foreign, state or local) or if any Environmental Law shall require Buyer or any Company to effect or take any removal, remedial, corrective or similar actions ("Remedial Action"), or if any third party makes any other claim which is to be the basis for a claim for indemnification under Section 11.3 ("Other Environmental Claim"), then Buyer shall prior to taking any Remedial Action or having discussions with or reporting to the governmental authority (except in situations requiring immediate action under the applicable Environmental Law or emergency situations to preserve life or property) give prompt written notice to Seller of the required Remedial Action or the Other Environmental Claim. Seller, at its option, by notice to Buyer given within thirty (30) days of Buyer's notice to Seller of the Remedial Action or Other Environmental Claim (or such shorter periods specified in Buyer's notice if the ordering governmental agency requires that action be taken more promptly than such thirty (30) day notice period would allow, or if Buyer reasonably determines that the existing condition which is the subject of the Remedial Action or Other Environmental Claim requires that action be taken more promptly than such thirty (30) day period would allow) shall (i) assume control of and effect such Remedial Action or defend such Other Environmental Claim at its cost and expense, or (ii) permit Buyer to control and effect such Remedial Action or defend such Other Environmental Claim at Seller's cost and expense. Any and all costs and expenses incurred or paid by Seller or

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by Buyer on Seller's account hereunder shall be considered within the term Losses and be subject to the limitations set forth in Section 11.3(c). Buyer and Seller shall cooperate with each other and shall have a right to participate in discussions with applicable government authorities in effecting any Remedial Action with a view toward promptly completing any Remedial Action, minimizing the disruptive effect of any Remedial Action on the conduct of the businesses of the Companies, avoiding the incurrence of additional environmental liabilities with respect to the existing condition as to which the Remedial Action is taken and performing any Remedial Action at the lowest reasonable cost. All Remedial Action performed by Buyer shall be performed at the lowest reasonable cost, taking into consideration the matters set forth in the preceding sentence, and subject to audit by Seller. Costs in excess of such lowest reasonable cost shall be for Buyer's account. Seller may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Buyer's prior written consent (which consent may not be unreasonably withheld). Buyer may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Seller's prior written consent (which consent may not be unreasonably withheld). If Seller elects to assume control of a Remedial Action, Buyer shall provide Seller reasonable access to the relevant properties to allow Seller to complete such Remedial Action. Buyer shall, at Seller's expense, provide reasonable access to the properties of the Companies, to the extent reasonably required by Seller in order for Seller to take Remedial Action with respect to the Hamm Underground Mine Property, provided that such access shall not have any disruptive effect on the businesses of the Companies or expose the Companies to any potential material liability.

(c) With respect to the operating sites of the Companies set forth on Schedule 11.3A, Seller's liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3, unless and until the amount of such claim exceeds [redacted] in which case Seller and Cyprus shall be liable for the whole amount of such claim. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller's liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [redacted], in which

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case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property.

11.4. Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i),(ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller or Buyer is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds [redacted], in which case such party shall be liable for all such amounts; provided, however, that in no event shall either Buyer or Seller be liable for more than an amount in the aggregate equal to [redacted] for all claims made against it under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller or Buyer be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [redacted] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee can reasonably, and does actually recover pursuant to an existing business interruption insurance.

11.5. Claims. Any claim for indemnity under Section 11.1 or 11.2 hereof shall be made by written notice from the Indemnitee to the Indemnifying Party specifying in reasonable detail the basis of the claim. Except as otherwise provided herein, when an Indemnitee seeking indemnification under Section 11.1 or 11.2 receives notice of any claims made by third parties ("Third Party Claims") which is to be the basis for a claim for indemnification hereunder, the Indemnitee shall give prompt written notice thereof to the Indemnifying Party reasonably indicating (to the extent known) the nature of such claims and the basis thereof. Upon notice from the Indemnitee, the Indemnifying Party may, but shall not be required to, assume the defense of any such Third Party Claims, including its compromise or settlement, and the Indemnifying Party shall pay all reasonable costs and expenses thereof and shall be fully responsible for the outcome thereof; provided, however, that in such case, the Indemnifying Party shall have no obligation to pay any further costs or expense of legal counsel of the Indemnitee in connection with such defense and, provided, further, that the Indemnifying Person may not settle or compromise any Third Party Claims without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld). The Indemnifying Party shall

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give notice to the Indemnitee as to its intention to assume the defense of any such Third Party Claims within twenty (20) business days after the date of receipt of the Indemnitee's notice in respect of such Third Party Claims. If an Indemnifying Party does not, within twenty (20) business days after the Indemnitee's notice is given, give notice to the Indemnitee of its assumption of the defense of the Third Party Claims, the Indemnifying Party shall be deemed to have waived its rights to control the defense thereof. If the Indemnitee assumes the defense of any Third Party Claims because of the failure of the Indemnifying Party to do so in accordance with this Section 11.4, the Indemnifying Party shall pay all reasonable costs and expenses of such defense and shall be fully responsible for the outcome thereof. The Indemnifying Party shall have no liability with respect to any compromise or settlement thereof effected without its prior written consent (which consent shall not be unreasonably withheld).

11.6. Survival. Notwithstanding anything in this Agreement to the contrary, this Article 11 shall survive termination of this Agreement without limitation.

ARTICLE 12

MISCELLANEOUS

12.1. Further Assurances. From time to time after the Closing, Seller will execute and deliver, or cause to be executed and delivered, such documents to Buyer as Buyer shall reasonably request in order to vest more effectively in Buyer good title to the Shares or otherwise consummate more effectively the transactions contemplated by this Agreement, and from time to time after the Closing, Buyer will execute and deliver, or cause to be executed and delivered, such documents to Seller as Seller shall reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

12.2. Expenses. Each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts and shall pay all other expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby. Seller shall pay all expenses, including, without limitation, all taxes, duties and registration fees, incurred by it or the Companies in connection with the restructuring of the talc business of Seller and its

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Affiliates, including, without limitation, those relating to the creation of Newco.

12.3. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

12.4. Notices. All notices, requests, permissions, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of any corporation the signature shall be by an officer thereof) and delivered by hand, or by United States mail (registered, return receipt requested), properly addressed and postage prepaid:

If to Seller, to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: President

with a copy to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: General Counsel

If to Buyer, to:

RTZ America, Inc.,
150 East 58th Street
New York, New York 10155

Attention: President

with copies to:

Borax Consolidated Limited
Borax House
Carlisle Place
London
SW1P 1HT

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Attention: Mr. F. Alan S. Lesser

RTZ Corporation PLC
6 St. James's Square
London SW1Y 4LD

Attention: Charles H.H. Lawton Esq.

Sullivan & Cromwell
St Olave's House
9a Ironmonger Lane
London EC2V 8EY

Attention: David M. Kies, Esq.

Such names and addresses may be changed by such notice.

12.5. Entire Agreement. This Agreement (including the Schedules attached thereto, all of which are a part hereof) and the Confidentiality Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.

12.6. Amendments. This Agreement may be amended only by a written instrument executed by the parties or their respective successors or assigns.

12.7. Headings; References. The article, section and paragraph headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references herein to "Articles", "Sections", or "Schedules" shall be deemed to be references to Articles or Sections hereof and Schedules hereto unless otherwise indicated.

12.8. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

12.9. Parties in Interest; Assignment. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. No party to this Agreement may assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this

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Agreement; provided, however, that Seller shall have the right to assign or delegate any portion of its rights, obligations or liabilities hereunder to any Affiliate of Seller, so long as Seller and Cyprus shall remain fully liable for the fulfillment of all of its obligations and liabilities hereunder; and provided, further, that Buyer shall have the right to assign or delegate any or all of its rights, obligations or liabilities hereunder to any Affiliate of Buyer, so long as Buyer shall remain fully liable for the fulfillment of all of its obligations hereunder.

12.10. Severability; Enforcement. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder it too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

12.11. Jurisdiction. Buyer, Seller and Cyprus hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, The City of New York, for any actions, suits, or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and Buyer, Seller and Cyprus agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process of any action, suit or proceeding brought against it in any such court. Buyer, Seller and Cyprus hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such state or federal courts as aforesaid and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12.12. Waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be waiver of any such provision, nor in any way to affect the validity of this Agreement or any

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part hereof or the right of such party thereafter to enforce each and every such provisions. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach of non-compliance.

12.13. Interest. If any party to this Agreement defaults in the payment when due of any sum payable under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise), the liability of such party shall be increased to include interest on such sum from the date when such payment shall be due until the date of actual payment at a rate per annum (but not in excess of the maximum lawful rate) of three percent above the rate for three-month deposits in the London interbank market in the currency of payment, as announced by Citibank N.A. as of 11:00 A.M., London time, on the date when such payment shall be due.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By _____
Name:
Title: SENIOR VICE PRESIDENT

CYPRUS MINERALS COMPANY

By _____
Name:
Title: SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

RTZ AMERICA INC.

By _____
Name: Arthur L Blass
Title: President

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AMENDMENT TO
STOCK PURCHASE AGREEMENT
AMONG
CYPRUS MINES CORPORATION
CYPRUS MINERALS COMPANY
and
RTZ AMERICA INC.

Dated as of June 24, 1992

REDACTED DOCUMENT

AMENDMENT DATED AS OF JUNE 24, 1992, TO STOCK PURCHASE AGREEMENT DATED JUNE 5, 1992, by and among Cyprus Mines Corporation, a Delaware corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, on June 5, 1992 the parties entered into a Stock Purchase Agreement ("Agreement");

WHEREAS, the parties desire to make certain conforming changes to the Agreement to confirm the intent of the parties;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, Buyer, Seller and Cyprus hereby agree as follows:

1. The Agreement is hereby amended to insert and delete specified words and phrases as follows:

a. On page 7, Section 3.1, at the end of the section insert "The Closing shall be effective as of the close of business on the Closing Date.";

b. On page 8, Section 3.3(c), line 1, insert "or Cyprus" after "Seller";

c. On page 8, Section 3.3(c), line 9, insert "or Cyprus" after "Seller";

d. On page 26, Section 5.28, line 2, insert "or Cyprus" after "Seller";

e. On page 48, Section 10.1(a), line 2, insert "and Cyprus" after "Seller";

f. On page 49, Section 11.1(a), line 8, insert "third party" after "any";

g. On page 49, Section 11.1(a), line 12, insert "excluding, however, any such third party claim (x) for which a Buyer Indemnitee would be entitled to indemnification pursuant to Sections 11.1(a)(i), (ii) or (b), in each case disregarding the limitations set forth in Section 11.4, (y) regarding any environmental matter covered in Section 11.3, disregarding the limitations set forth in Section 11.3, or (z) for which Buyer is responsible under Section 7.4" after "Date";

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h. On page 51, Section 11.3(a), line 6 from end of paragraph, insert "neither Cyprus nor" prior to "Seller" and delete "not" prior to "have";

i. On page 54, Section 11.6, line 3, insert "as to time" after "limitation";

j. On page 55, Section 12.4, line 9, insert "or Cyprus" after "Seller"; and

k. On page 56, Section 12.9, line 3, insert ", Cyprus" after "Seller".

2. Section 11.3(c) of the Agreement is hereby amended to delete the existing Section 11.3(c) and insert in lieu thereof the following:

" 11.3. (c) With respect to the operating sites of the Companies set forth on Schedule 11.3A, Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and collectively shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3, unless and until the amount of such claim exceeds [redacted] in which case Seller and Cyprus shall be liable for the whole amount of such claim subject to the aggregate limit stated above. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [redacted], in which case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller or Cyprus to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller or Cyprus shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property."

3. Section 11.4 of the Agreement is hereby amended to delete the existing Section 11.4 and insert in lieu thereof the following:

" 11.4. Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i),

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(ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller and Cyprus, on the one hand, or Buyer, on the other hand, is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds [redacted], in which case such Indemnifying Party or Parties shall be liable for all such amounts; provided, however, that in no event shall either Buyer, on the one hand, or Seller and Cyprus collectively, on the other hand, be liable for more than an amount in the aggregate equal to [redacted] for all claims made against it or them under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller and Cyprus, on the one hand, nor Buyer, on the other hand, be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [redacted] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee can reasonably, and does actually recover pursuant to an existing business interruption insurance. Notwithstanding other provisions of this Section 11.4, the limitations set forth in this Section 11.4 do not apply to any claims by Buyer Indemnitees against Seller or Cyprus for any liabilities or obligations (including costs and expenses associated therewith) arising out of any litigation or claims listed on Schedule 5.9."

4. Typographical errors in the Agreement are hereby corrected by amendment as follows:

a. On page 7, Section 3.1, line 5, "7 and 8" is corrected to read "8 and 9";

b. On page 7, Section 3.1, line 8, "7 and 8" is corrected to read "8 and 9";

c. On page 7, Section 3.1, line 9, "Section 7.6 and 8.6" is corrected to read "Sections 8.6 and 9.6";

d. On page 9, Section 3.4, line 6, "(e)" is corrected to read "(d)";

e. On page 15, lines 4-5, "Material Adverse Effect" is corrected to read "material adverse effect";

f. On page 34, Subsection (iv), line 5, "Afl-CIO" is corrected to read "AFL-CIO";

g. On page 35, Subsection (f), line 16, "Sellers" is corrected to read "Seller";

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h. On page 35, Subsection (h), line 6, "6.4" is corrected to read "7.4";

i. On page 35, Subsection (h), line 7, "Indemnities" is corrected to read "Indemnitees";

j. On page 35, Subsection (h), line 10, "6.4" is corrected to read "7.4";

k. On page 35, Subsection (h), line 11, "6.4" is corrected to read "7.4";

l. On page 36, line 1, "Indemnities" is corrected to read "Indemnitees";

m. On page 37, Section 7.5(B)(iv), line 3, "treated or" is corrected to read "treated as";

n. On page 48, Section 9.7, line 3, "dates" is corrected to read "dated";

o. On page 49, Section 11.1, line 6, "Indemnities" is corrected to read "Indemnitees";

p. On page 50, Section 11.2, line 6, "Indemnities" is corrected to read "Indemnitees";

q. On page 54, line 12, "11.4" is corrected to read "11.5"; and

r. On page 58, line 4, "breach of" is corrected to read "breach or".

5. The parties hereby recognize, acknowledge and agree to the execution of a conforming amendment of even date to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco.

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6. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By: _____
Name: P.C. Wolf
Title: President

CYPRUS MINERALS CORPORATION

By: _____
Name: G.J. Malys
Title: Senior Vice President

RTZ AMERICA INC.

By: _____
Name:
Title:

REDACTED DOCUMENT

6. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By: _____
Name:
Title:

CYPRUS MINERALS CORPORATION

By: _____
Name:
Title:

RT2 AMERICA INC.

By: Arthur L Glass
Name: Arthur L Glass
Title: President

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[CONFORMED COPY]

STOCK PURCHASE AGREEMENT

AMONG

CYPRUS MINES CORPORATION

CYPRUS MINERALS COMPANY

AND

RTZ AMERICA INC.

Dated as of June 5, 1992

RTZ.AGT

REDACTED DOCUMENT

STOCK PURCHASE AGREEMENT dated as of June 5, 1992 (herein, together with the Schedules and Annexes attached hereto, referred to as the "Agreement") by and among Cyprus Mines Corporation, a Delaware Corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the sole record and beneficial owner of all issued and outstanding shares of capital stock (the "Shares") of Cyprus Talc Corporation, a Delaware corporation ("Newco");

WHEREAS, Newco is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation, and its subsidiary Cyprus Western Source corporation, a California corporation; and Green Mountain Talc Corporation, a Delaware corporation; and is the record and beneficial owner of [redacted] of the issued and outstanding shares of DIMTA S.A., a company organized under the laws of Spain and is the record and beneficial owner of [redacted] of the issued and outstanding shares of Nihon Mistron Company, a Tokyo, Japan corporation (collectively the "Other Companies"); and

WHEREAS, upon the terms and conditions hereinafter set forth, Seller desires to sell or cause the sale of, and Buyer desires to purchase, the Shares;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Accounting Principles" means the accounting principles, policies and procedures of the Companies set forth on Annex B hereto.

"Acquisition Proposal" shall have the meaning set forth in Section 7.10.

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"Active Employee" shall have the meaning set forth in Section 7.4 (a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Assets of the Companies" means all assets, properties and rights of the Companies recorded ont he Reference Balance Sheet.

"Breach" shall have the meaning set forth in Section 11.1(a).

"Business Liabilities" shall have the meaning set forth in Section 7.6.

"Buyer Indemnitee" shall have the meaning set forth in Section 11.1.

"Claims" shall have the meaning set forth in Section 7.6.

"Closing" shall have the meaning set forth in Section 3.1.

"Closing Date" shall have the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" shall mean collectively Newco and the Other Companies and each and every one of them shall be a "Company".

"Confidentiality Agreement" shall have the meaning set forth in Section 7.1.

"Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, or the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Current Assets" shall have the meaning set forth in Section 4.2.

"Current Liabilities" shall have the meaning set forth in Section 4.2.

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"Damages" shall have the meaning set forth in Section 11.1(a).

"Disputes Auditor" means Ernst & Young or any other independent accounting firm mutually agreed upon by Seller and Buyer.

"Encumbrances" shall have the meaning set forth in Section 5.3.

"Employee" shall have the meaning set forth in Section 5.14(i).

"Environmental Laws" mean any federal, state, foreign and local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, requirement or agreement with any governmental entity and any judicial interpretation thereof, in effect on the Closing Date relating to (x) the protection, preservation or restoration of the environment, (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of Hazardous Substances. The term Environmental Law includes, without limitation, the federal comprehensive Environmental Response Compensation and Reauthorization Act (SARA), the Federal Water Pollution Control Act of 1972, the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery act of 1976 (including the Hazardous and solid Waste Amendments hereto), the federal Solid Waste Disposal and the federal Toxic substances Control Act, the federal Insecticide, Fungicide and Rodenticide Act, each as in effect ont he Closing Date. However, notwithstanding anything in this Agreement to the contrary, "Environmental Laws" shall not include (i) laws relating to product liability; and (ii) laws and regulations regarding human health or safety including without limitation, federal and state Occupational Safety and Health and Mine Safety and Health Acts (collectively, "Non-Environmental Laws").

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"European Companies" shall mean Cyprus Industrial Minerals de France SARL and Mistron Mineralien GmbH.

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"Fee Property" shall have the meaning set forth in Section 5.8.

"Final Closing Statement" shall have the meaning set forth in Section 4.4.

"Financial Statements" shall have the meaning set forth in Section 5.5.

"Hamm Underground Mine Property" shall mean the property set forth on Annex C.

"Hazardous Substances" and "Hazardous Materials" mean any substance presently listed, defined, designated or classified as hazardous, toxic or radioactive under any Environmental Law, whether by type or by quantity, including any substance containing any such substance as a component. Hazardous Substance includes, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl.

"HSR Act" means the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnifying Party" shall mean any party indemnifying an Indemnitee pursuant to the terms of this Agreement.

"Indemnitee" means any party indemnified pursuant to the terms of this Agreement.

"Intellectual Property Rights" shall have the meaning set forth in Section 5.15.

"Knowledge of Seller" means the actual or "Other Knowledge" of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright.

"Leased Property" shall have the meaning set forth in Section 5.8.

"Leases" shall have the meaning set forth in Section 5.8.

"Liabilities of the Companies" means all liabilities and obligations of the Companies recorded on the Reference Balance Sheet.

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"Losses" shall have the meaning set forth in Section 11.3.

"Mineral Property" shall have the meaning set forth in Section 5.8.

"Non-Represented Employee" means any Employee who is not a Represented Employee.

"Other Companies" shall have the meaning set forth in the Preamble.

"Other Knowledge" means information which should have been acquired by a reasonable person in the position of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright and having his respective knowledge of facts (which shall be deemed to include the representations and warranties to be given by Seller to Buyer in this Agreement) which should have caused such reasonable person to make due enquiries, which enquiries would have provided such information.

"Permitted Exceptions" shall have the meaning set forth in Section 5.8.

"Person" means an individual, corporation, partnership, trust or unincorporated organization or a government or any agency or political subdivision thereof.

"Plan" shall have the meaning set forth in Section 5.14.

"Possessory Property" shall have the meaning set forth in Section 5.8.

"Pre-Closing Period" means any Tax period ending on or prior to the Closing Date; and a "Post-Closing Period" means any Tax period that is not a Pre-Closing Period.

"Preliminary Closing Statement" shall have the meaning set forth in Section 4.2.

"Purchase Price" shall have the meaning set forth in Section 5.8.

"Real Property" shall have the meaning set forth in Section 5.8.

"Reference Balance Sheet" means the combined balance sheet of the Companies and the European Companies as of March 31, 1992 included in the Financial Statements.

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"Releases" has the same definition as in 42 U.S.C. § 9601(22).

"Represented Employees" means any Employee who is a member of a unit of Employees covered by a collective bargaining agreement.

"Returns" means all returns, reports, estimates, declarations, information returns and statements of any nature with respect to Taxes, including, without limitation, consolidated federal income tax returns of the Seller's Group, declarations of estimated tax and tax reports required to be filed with respect to the Companies or their respective income, properties or operations.

"Seller Indemnitee" shall have the meaning set forth in Section 11.2.

"Seller's Group" shall mean any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that includes the Seller or any predecessor of or successor to Seller (or another such predecessor or successor).

"Seller's Insurance Policies" shall have the meaning set forth in Section 7.6.

"Shares" shall have the meaning set forth in the Preamble.

"Subsidiaries" shall mean any Person (other than an individual) in which another person owns, beneficially or of record, securities or any other interest representing fifty percent (50%) or more of the aggregate voting power or equity interest in such Person.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, profits, severance, franchise, license, transfer, sales, use, payroll, employment, withholding, property (real or personal), excise and similar taxes (including interest, penalties or additions to such taxes and any interest in respect of such penalties or additions), but excluding all sales, use, value added, transfer and similar taxes imposed in connection with the consummation of the transactions contemplated by this Agreement.

"Working Capital of the Companies" shall have the meaning set forth in Section 4.2.

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ARTICLE 2

SALE AND PURCHASE OF SHARES

2.1 Sale and Purchase. Upon the terms and subject to the conditions contained herein, Seller will sell and transfer to Buyer, or cause the sale and transfer to Buyer of, and Buyer will purchase and accept, at the Closing, the Shares.

2.2 (a) Purchase Price and Payment. In consideration of the sale and transfer pursuant to Section 2.1, Buyer hereby agrees to pay to Seller a purchase price of (the "Purchase Price") U.S. [redacted], by wire transfer as provided in Section 3.2(b).

ARTICLE 3

CLOSING AND TERMINATION

3.1 Closing. The closing of the transactions provided for herein (the "Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York at 10:00 a.m. (local time) on June 30, 1992 provided all conditions set forth in Articles 8 and 9 are satisfied or, if on such date such conditions are not satisfied, on the fifth business day following the satisfaction of all conditions set forth in Articles 8 and 9 (other than the conditions set forth in Articles 8.6 and 9.6, which shall be satisfied at the Closing), or at such other time and place as Buyer and Seller shall agree (the "Closing Date"). The Closing shall be effective as of the close of business on the Closing Date.

3.2 Transactions on the Closing Date. (a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Buyer or its assigns, free and clear of any Encumbrances.

(ii) resignations of each of the directors and officers of each Company (except as Buyer may specify to Seller prior to Closing);

(iii) resignations of such auditors for each Company as Buyer may specify to Seller prior to Closing; and

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(iv) each of the certificates and other documents required by Article 9 thereof.

(b) At the Closing, Buyer will deliver to Seller the following:

(i) the Purchase Price by wire transfer in immediately available funds in U.S. dollars to the following account:

Pittsburgh National Bank (PNB)
Pittsburgh, PA
[redacted]
Cyprus Minerals Company
[redacted]
Further Credit: Cyprus Mines Corporation

the Closing shall not be deemed consummated until Seller shall have received confirmation from PNB of its receipt of the Purchase Price and;

(ii) each of the certificates and other documents required by Article 8 hereof.

3.3 Termination. Anything contained in this Agreement other than in this Section 3.3 to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and Seller;

(b) by either Buyer and Seller, if the transactions contemplated hereby are not consummated on or before August 31, 1992 (or such later date as may be agreed upon in writing by the parties hereto);

(c) by Buyer, if Seller or Cyprus shall breach in any material respect any of its representations, warranties or obligations hereunder and all breaches in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business taken as a whole and such breach shall not have been cured in all material respects or waived by Buyer and Seller or Cyprus shall not have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

(d) by Seller, if Buyer shall breach in any material respect any of its representations, warranties or obligations hereunder and such breach shall not have been cured in all material respects or waived and Buyer shall not

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have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

3.4 Effect of Termination. Termination of this Agreement pursuant to this Article 3 shall terminate all provisions of this Agreement, except that Section 3.4, the last sentence of Section 7.1(a) and Sections 12.2, 12.3 and 12.11 shall survive any such termination; provided, however, that termination pursuant to Sections 3.3(c) or (d) shall not relieve the defaulting or breaching party hereunder from any liability to the other party resulting from the default or breach hereunder of such defaulting or breaching party occurring prior to the date of termination.

ARTICLE 4

PRELIMINARY AND FINAL CLOSING STATEMENTS; ADJUSTMENTS

4.1 Working Capital. The parties intend that "Working Capital of the Companies", as defined in Section 4.2 below, shall be [redacted] as of the Closing. Using the procedure set forth below, the parties shall determine the amount and manner by which Seller shall pay Buyer for any deficiency in Working Capital of the Companies below [redacted] or by which Buyer shall pay Seller for any excess in Working Capital of the Companies over [redacted] as of the Closing.

4.2 Preliminary Closing Statement. (a) As soon as reasonably possible after the Closing Date but in any event within sixty (60) days thereafter, Buyer shall prepare and deliver to Seller a statement of combined Working Capital of the Companies derived form a combined balance sheet for the companies and the European Companies as of the Closing (the "Preliminary Closing Statement"). "Working Capital of the Companies" shall for all purposes of this Agreement mean, as the context requires, the difference between total Current Assets and total Current Liabilities of the Companies and the European Companies reflected on the Reference Balance Sheet, the Preliminary Closing Statement or the Final Closing Statement. "Current Assets" shall for all purposes of this Agreement mean, as the context requires, cash, money on deposit with banks and other financial institution, securities (excluding the stock of its subsidiaries), accounts receivable from customers or employees of the Companies, other receivables, all crude, work-in-process, finished goods and other product inventories, materials and supplies, and prepaid expenses. "Current Liabilities" shall

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for all purposes of this Agreement mean, as the context requires, the amount of accounts payable, short-term debt, the current portion of long-term debt, and accrued liabilities due within one year other than liability for federal income taxes. Any current assets retained by Seller at Closing shall be excluded from Working Capital of the Companies. Any current liabilities assumed or retained by Seller at Closing shall be excluded from Working Capital of the Companies. Current Assets and Current Liabilities shall be recorded consistent with the Accounting Principles. Seller shall assist Buyer, as reasonably requested by Buyer, in the preparation of such statement.

(b) The Preliminary Closing Statement and the Final Closing Statement shall be prepared in accordance with the Accounting Principles applied on a basis consistent with that applied in preparing the Reference Balance Sheet. In the determination of Working Capital of the Companies, finished product and crude talc inventories shall be valued in accordance with Seller's normal inventory valuation procedures and such valuation shall not be subject to adjustment.

(c) Seller will make available to Buyer and its representatives, as reasonably requested by Buyer, all books, records and other documents pertaining to the businesses of the Companies deemed necessary or desirable by Buyer in preparing the Preliminary Closing Statement.

4.3 Review of Statements. Seller and its independent certified public accountants may review the Preliminary Closing Statement and the books of account of Buyer relating to the Companies and the European Companies and may make inquiry of the representatives of Buyer's accountants and Buyer. The Preliminary Closing Statement shall be binding and conclusive upon, and deemed accepted by, Seller unless Seller shall have notified Buyer in writing within thirty (30) days after receipt of the Preliminary Closing Statement of any objections thereto. A notice under this Section 4.3 shall specify in reasonable detail the items in the Preliminary Closing Statement which are being disputed, and a summary of the reasons for such dispute.

4.4 Disputes; Final Closing Statement. (a) At the request of either party, any dispute between the parties relating to the Preliminary Closing Statement which cannot be resolved by them within thirty (30) days after receipt of notice of any objections to such Preliminary Closing Statement pursuant to Section 4.3 shall be referred to the Disputes Auditor for decision, which decision shall be final and binding on both parties. The parties agree that they

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will require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto.

(b) Before referring a matter to the Disputes Auditor, the parties shall agree on procedures to be followed by the Disputes Auditor (including procedures for presentation of evidence). If the parties are unable to agree upon procedures before the end of thirty (30) days after receipt of notice of any objections pursuant to Section 4.3, the Disputes Auditor shall establish procedures giving due regard to the intention of the parties to resolve disputes as quickly, efficiently and inexpensively as possible; the Disputes Auditor's procedures may be, but need not be, those proposed by either party, provided, that such procedures shall require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto. The parties shall, as promptly as practicable, submit evidence in accordance with the procedures agreed upon or established by the Disputes Auditor, and the Disputes Auditor shall decide the dispute in accordance therewith as promptly as practicable. The fee of the Disputes Auditor for, and relating to, the making of any such decision shall be borne by the parties equally.

(c) The Preliminary Closing Statement shall become final and binding on both parties upon the earliest of (i) if no such notice has been given, the expiration of the period within which Seller may notify Buyer of any objections hereto pursuant to Section 4.3, (ii) agreement in writing by Seller and Buyer that such Preliminary Closing Statement, together with any modification thereto agreed by Seller and Buyer, shall be final and binding and (iii) the date on which the Disputes Auditor shall issue its decision with respect to any dispute relating to such Preliminary Closing Statement. The Preliminary Closing Statement, as adjusted pursuant to any agreement between the parties or pursuant to the decision of the Disputes Auditor, when final and binding on both parties, is herein referred to as the "Final Closing Statement".

4.5 Adjustment. Promptly after the Preliminary Closing Statement having become final and binding on Seller and Buyer pursuant to Section 4.4, but in no event later than the fifth business day thereafter, the following shall occur:

(a) If the Working Capital of the Companies as reflected on the Final Closing Statement exceeds [redacted], Buyer shall pay to Seller, by wire transfer in immediately available funds to the account designated by

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Seller not less than three business days prior to the date of such payment, an amount equal to such excess.

(b) If the Working Capital of the Companies as reflected on the Final Closing Statement is less than [redacted], Seller shall pay to Buyer, by wire transfer in immediately available funds to the account designated by Buyer not less than three business days prior to the date of such payment, an amount equal to such deficit.

4.6 Effect of Payment. Notwithstanding any other provision of this Agreement to the contrary, any payment made by Seller to Buyer or Buyer to Seller under this Article 4 shall have no effect upon either party's obligations to the other party under any other provision of this Agreement, including without limitation, Article 11.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER AND CYPRUS

Seller and Cyprus represent and warrant, jointly and severally, to buyer that:

5.1 Organization of Seller, Cyprus and the Companies; Authority. Seller, Cyprus and each of the Companies is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with, in the case of Seller and Cyprus, the corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder. Each of the companies is qualified to do business in each jurisdiction in which the nature of its business requires it to be so qualified except where failure to be so qualified would not have a material adverse effect on the assets, businesses, financial condition, results of operations or prospects of such Company. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller and of Cyprus. This Agreement has been duly executed and delivered by Seller and Cyprus and constitutes the valid, binding and enforceable obligation of Seller and Cyprus.

5.2 Ability to Carry Out the Agreement. Except as provided in Schedule 5.2, none of Seller, Cyprus or any of the Companies is subject to or bound by any provision of

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(i) any law, statute, rule regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction, or

(iv) any judgement, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement to which any of the Companies or any of its predecessors is a party, which consent has not been obtained, required for the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby.

5.3 Capitalization of the Companies; Ownership. (a) The authorized, issued and outstanding capital stock of each of the Companies are set forth in Schedule 5.3. All of the issued and outstanding shares of capital stock of each of the Companies are duly authorized, validly issued, fully paid and nonassessable. Except as set orth in Schedule 5.3, there are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of any of the Companies or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such additional shares, nor is any of the Companies committed to issue any such option, warrant, right or security.

(b) The Shares are owned of record and beneficially by Seller. Seller has good and valid title to the Shares, free and clear of any and all liens, claims, restrictions, encumbrances, security interests or options ("Encumbrances") and good and valid title to the Shares, free and clear of any and all Encumbrances will pass to Buyer on the Closing Date. Except as set forth on Schedule 5.3, Newco owns all shares of capital stock of the Other Companies, free and clear of any Encumbrances.

5.4 Equity Interests. Except as set forth in Schedule 5.3, none of the Companies or the European Companies has, directly or indirectly, any equity interest

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in any other corporation, joint venture, partnership or other entity.

5.5 Financial Statements. Seller has heretofore furnished Buyer with copies of the following financial statements: (i) combined balance sheets for the Companies and the European Companies as of December 31, 1991 and as of March 31, 1992, and (ii) combined income statements and statements of cash flow (or, if applicable, changes in financial position) for the year ended December 31, 1991, and the period ended March 31, 1992 (such balance sheets and income statements and statements of cash flow (or, if applicable, changes in financial position), together with the comments thereto, being collectively referred to as the "Financial Statements"). The Financial Statements are attached hereto as Annex A. To the Knowledge of Seller, the Financial Statements have been prepared in conformity with the Accounting Principles as applied by the Companies on a consistent basis throughout the period covered by such statements and the accounting principles used in the preparation of the Financial Statements are consistent with the accounting principles used by Seller and amended from time to time in the preparation of its financial statements for the years 1989, 1990 and 1991. To the Knowledge of Seller, except as disclosed in the Reference Balance sheet or in Schedule 5.5, as of March 31, 1992 there were no actual or contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Reference Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies nor as of the Closing, any contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Final Closing Balance sheet or any note thereto by the Accounting Principles as applied by the Companies.

5.6 Absence of Certain Changes or Events. To the Knowledge of Seller, except as set forth on Schedule 5.6, or specifically required by the Agreement to consummated the transactions contemplated by the Agreement, since December 31, 1991, the Companies have conducted their businesses in the ordinary and usual course, and there has not been (i) any change or amendment to the charter, by-laws or other organizational agreements of any of the Companies, (ii) any issuance or sale of any shares of capital stock of any of the Companies, or options, warrants or other rights of any kind to acquire any such shares or securities convertible into or securities exchangeable for, or which otherwise confer on the holder thereof any rights to acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing, (iii) any non-cash dividends declared, set aside, paid or made with respect to the capital stock of any

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of the Companies, except as provided in Section 7.3(b), (iv) any damage, destruction or other casualty loss of any asset or assets of the Companies (whether or not covered by insurance) which, singly or in the aggregate, has a material adverse effect, (v) any increase in the compensation payable or to become payable by any of the Companies to any of its officers, directors or employees, or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made by any of the Companies for or with any such officers, directors or employees, except in the ordinary course or business consistent with past practice (vi) any labor dispute, other than routine labor matters, (vii) any transaction between any of the Companies on the one hand and any of Seller, Cyprus or any of their Affiliates (other than the Companies) on the other hand, other than transactions in the ordinary and usual course of business, (viii) any acquisition or disposition of businesses or assets, other than in the ordinary course of business, (ix) any increased production or purchase of inventory in anticipation of the transactions contemplated by this Agreement, (x) any increase or decrease in the accounts receivable or accounts payable of the Companies in anticipation of the transactions contemplated by this Agreement of (xi) any other event or change of condition of any character which, singly or in the aggregate, has had or is reasonably likely to have a material adverse effect on the assets, businesses, financial condition, results of operations or, to the extent the event or change is caused by Seller, prospects, of the Companies taken as a whole.

5.7 Title to Personal Properties; Absence of Liens. To the Knowledge of Seller, except as set forth on Schedule 5.7, each of the Companies has good and valid title to, or valid and subsisting leasehold or other possessory interests in, all of its personal properties and assets reflected on the Reference Balance Sheet (except for property and assets disposed of since the date of the Reference Balance Sheet) or acquired since the date of the Reference Balance Sheet and required by the Accounting Principles to be recorded on the balance sheets of such Company, free and clear of any Encumbrances, except for Encumbrances which, individually or in the aggregate, do not exceed [redacted].

5.8 Real Property Matters:

(a) Title to Real Properties; Absence of Liens. To the Knowledge of Seller, the Companies (i) own good and valid fee simple title in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Fee Property"), free and clear from any and all Encumbrances other than those identified as

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Permitted on Exceptions on Schedule 5.8 (the "Permitted Exceptions"), (ii) own good and valid fee simple title to certain mineral rights pursuant to certain Deeds more particularly identified by parcel on Schedule 5.8 (the "Mineral Property") (iii) hold valid and subsisting leasehold estates in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Leased Property"), pursuant , in each case, to a valid and subsisting lease (individually, "Lease" and collectively, the "Leases") identified, as to each Leased Property, on Schedule 5.8 and (iv) hold a possessory interest in certain unpatented mining claims subject to the paramount title of the United States Government as set forth on Schedule 5.8 (the "Possessory Property"). The Fee Property, the Mineral Property, the Leased Property and the Possessory Property are hereinafter referred to as the "Real Property". to the Knowledge of Seller, Schedule 5.8 also includes a complete and accurate list of all patented and unpatented mining claims of the Companies.

(b) Wetlands. To the Knowledge of Seller, except as set forth on Schedule 5.8, there does not exist any written survey, study or report which claims specifically that any portion of the Real Property is a wetland as that term is used and defined in The Clean Water Act, 33 U.S.C. §§ 1251 et seq., as amended, which would render previously disclosed talc reserves unrecoverable.

(c) Real Property Records. Seller has made available to Buyer, to the extent in Seller's possession or control, or in the possession or control of one of the Companies, copies of any documents directly relating to the Real Property, including, without limitation, copies of any and all title insurance policies, title commitments, title abstracts; deeds and options; leases and pipeline documents; plans and surveys; and environmental studies, surveys and reports. In addition, in the event any additional items become available to Seller during the term of this Agreement, Seller shall promptly make such items or copies of such items available to Buyer.

(d) Preservation of Mineral Rights. To the Knowledge of Seller, except as set forth in Schedule 5.8, the Companies have good and valid title or possessory interest (where indicated) to the mineral rights located on the Real Property and each of them and its respective immediate predecessors have complied in all material respects with the requirements of any

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and all federal, state or local laws or ordinances related to the preservation of such mineral rights.

(e) Operations Within Boundary Lines. To the Knowledge of Seller, except as set forth in Schedule 5.8, the activities conducted by any of the Companies and the improvements located on the Real Property are in all material respects within the boundary lines of the Real Property as described in Schedule 5.8 and there are no material encroachments by others onto the Real Property.

(f) Condemnation. To the Knowledge of Seller, there is not now pending any condemnation or similar proceeding which affects the Real Property of any portion thereof. Seller has received no notice that any such proceeding or taking by condemnation is contemplated.

5.9 Litigation. To the Knowledge of Seller, except as set forth on Schedule 5.9, there is no action, suit, proceeding or investigation pending or threatened against any Company or relating to any Company's properties, at law, in equity or otherwise, in, before, or by any court or governmental agency or authority. To the Knowledge of Seller, there are no unsatisfied judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a court, an administrative agency or by an arbitrator) against any of the Companies or against any Real Property or any other of their properties, assets or businesses.

5.10 Compliance with Law. To the Knowledge of Seller, except as with respect to matters set forth in Section 5.16 which are covered therein, and except as set forth on Schedule 5.10, the business of each Company is being conducted, and has at all times during the last three years been conducted by a Company or its predecessor, in material compliance with all laws, ordinances and regulations of any governmental entity, common law and equitable doctrines applicable to such Company (including, without limitation, Non-Environmental Laws). To the Knowledge of Seller, all material governmental approvals, permits and licenses required by any Company in connection with the conduct of its business have been obtained and are in full force and effect and are being complied with in all material respects.

5.11 Contracts. (a) To the Knowledge of Seller, Schedule 5.11 sets forth each written contract or agreement outstanding as of the date hereof to which any Company is a party or to which any of its properties are bound and which,

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(i) involves future payment or receipt of in excess of [redacted] or future performance or receipt of services or delivery or receipt of goods and materials, in each case with an aggregate value in excess of [redacted], including, but not limited to, sale and purchase agreements, distributorship agreements and loan agreements, notes and other financing documents;

(ii) is a guarantee in respect of indebtedness of any Person (other than a Company) which may involve future payment by a Company in excess of [redacted], or is a mortgage, security agreement or other collateral arrangement securing indebtedness of any Person (other than a Company) and creating Encumbrances on properties and assets of a Company;

(iii) is a lease providing for monthly rental payments by a company in excess of [redacted] (exclusive of charges for taxes, insurance, utilities, maintenance and repair);

(iv) is an employment or consulting contract or is a collective bargaining agreement;

(v) is a technology license agreement;

(vi) contains a change of control provision or provisions of similar effect;

(vii) is between any Company and Seller or any of Seller's Affiliates (other than any Company);

(viii) is not an arm's-length agreement; or

(ix) contains any restriction on the Companies ability to complete with any other business.

(b) To the Knowledge of Seller, there is no material default by any Company or any other party, under any contract or agreement set forth or described in Schedule 5.11.

5.12 Brokers and Intermediaries. Except for Dillon Read & Co., neither Seller nor any Company has employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's or similar fee or commission in connection therewith or upon the consummation thereof. Seller shall be responsible for making any payments to which Dillon Read & Co. shall be entitled.

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5.13 Tax Matters. (a) Except as set forth in schedule 5.13, (i) all Returns with respect to Taxes that are required to have been filed by or with respect to the Seller's Group prior to the date of this Agreement, including any of the Companies, have been duly filed, (ii) all taxes shown to be due on the Returns referred to in clause (i) or in assessments received have in either case been paid in full, (iii) the Returns referred to in clause (i) have been examined by the Internal Revenue Service or the appropriate state, local or foreign taxing authority or the period for assessment of the Taxes in respect of which such Returns were required to be filed has expired, (iv) all deficiencies asserted or assessments made as a result of such examinations have been paid in full, (v) no issues that have been raised by the relevant taxing authority in connection with the examination of any of the Returns referred to in clause (i) are currently pending, (vi) no waivers of statutes of limitation have been given or requested by or with respect to any Taxes of the Seller's Group or any of the Companies, (vii) there are no adjustments required by Section 481 of the Code or similar carryover items that would affect the income tax liability of any of the Companies for a tax year that ends after the Closing Date, and (viii) no adjustments have been made or proposed by the Internal Revenue Service or the appropriate state, local or foreign taxing authority with respect to any of the Returns referred to in clause (i) which would in any way affect the liability for Taxes of any of the Companies for any taxable year or periods ending after the Closing Date.

(b) No tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transfer contemplated by this Agreement.

(c) As a result of Buyer's purchase of the Shares, neither Buyer nor any Company will be obligated to make a payment to an individual that would be a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future.

5.14 Employee Benefits.

(i) All benefit plans, contracts or arrangements having a benefit value exceeding, in present value terms (determined using a discount rate of 8-1/2% per annum), [redacted] (regardless of whether they are funded or unfunded, foreign or domestic, contractual or not) covering current employees or former employees of the Companies (the "Employee"), including, but not limited to, "employee

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benefit plans" within the meaning of Section 3(3) of ERISA, and plans of deferred compensation (the "Benefit Plans"), are listed in Schedule 5.14. True and complete copies of all Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any Benefit Plans, summary plan descriptions and all amendments thereto have been made available to Buyer.

(ii) To the Knowledge of Seller, all employee benefit plans, other than "multiemployer plans" within the meaning of Section 3(37) or 4001(a)(3) or ERISA, covering Employees (the "Plans"), to the extent subject to ERISA, are in substantial compliance with ERISA. To the Knowledge of Seller, except as set forth on Schedule 5.14, each Plan which is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA ("Pension Plan") and which is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter, or is currently the subject of a request for a determination letter, from the Internal Revenue Service, and Seller is not aware of any circumstances likely to result in refusal or revocation of any such favorable determination letter. To the Knowledge of Seller, there is no material pending or threatened litigation relating to the Plans. To the Knowledge of Seller, the Companies have not engaged in a transaction with respect to any Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject the Companies to a tax or penalty imposed by either Section 4975 or the Code or Section 502(i) aggregate, would be material.

(iii) To the Knowledge of Seller, no liability under Subtitle C or D or Title IV of ERISA has been or is expected to be incurred by the Companies with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with any Company under Section 4001 of ERISA of Section 414 of the Code (an "ERISA Affiliate"). To the Knowledge of Seller, the Companies have not incurred and do not expect to incur any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate). To the Knowledge of Seller, no notice of a "reportable event", within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Pension Plan or by any ERISA Affiliate within the 12-month period ending on the date hereof.

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(iv) To the Knowledge of Seller, all contributions required to be made under the terms of any Benefit Plan have been timely made. Neither any Pension Plan nor any single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. To the Knowledge of Seller, the Companies have not provided, or are required to provide, security to any Pension Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

(v) To the Knowledge of Seller, except as previously disclosed in writing to the Buyer, under each Pension Plan which is a single-employer plan, as of the last day of the most recent plan year ended prior to the date hereof, the actuarially determined present value of all "benefit liabilities", within the meaning of Section 4001(a)(16) of ERISA (as determined on the basis of the actuarial assumptions contained in the Plan's most recent actuarial valuation), did not exceed the then current value of the assets of such Plan, and there has been no material change in the financial condition of such Plan since the last day of the Most recent plan year. To the Knowledge of Benefit Plan which is a multiemployer plan to which the Companies or an ERISA Affiliate has contributed during the preceding 12 months, determined as if a "complete withdrawal", within the meaning of Section 4203 of ERISA, had occurred as of the date hereof, does not exceed [redacted].

(vi) To the Knowledge of Seller, the Companies have not obligations for post retiree health and life benefits under any Benefit Plan, except as set forth on Schedule 5.14. To the Knowledge of Seller, there are no restrictions on the rights of the Companies to amend or terminate any such Benefit Plan or any post retirement medical plan covering Active Employees without incurring any liability thereunder, except for any restrictions set forth in the Plan or arising under a collective bargaining agreement.

5.15 Patents and Trademarks. To the Knowledge of Seller, the Companies own or have the rights to use, without payment of any consideration, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and rights which are necessary for use in connection with the businesses of the Companies (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights owned by the Companies are described on Schedule 5.15 hereto. To the Knowledge of Seller, the use and registration of the Intellectual Property Rights do not conflict with the

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intellectual property rights of any other person, firm or corporation and no other person's, firm's or corporation's operations conflict with the use and registration of the Intellectual Property Rights. To the Knowledge of Seller, there are no suits pending or threatened by any of the Companies claiming a conflict by such Company with any intellectual property rights of third parties or a conflict by any third party claiming a conflict by such a third party with any of the Intellectual Property Rights.

5.16 Environmental Matters. For the purpose of this Section 5.16 only, and expressly not for the purpose of Section 11.3 hereof, "Predecessors" shall mean the companies that operated Seller's talc business immediately prior to the creation of Newco. Except as set forth on Schedule 5.16:

(a) Each of the Companies has obtained all material permits, licenses and other such authorizations required to be obtained by it for the operation of its business under all applicable Environmental Laws.

(b) Each of the Companies is, and each of the Companies and its Predecessors has been, in material compliance with all applicable Environmental Laws.

(c) None of Seller, any Company or any of their respective Predecessors have received any written notice during the last six years of any material violation of any Environmental Law by the Companies or their respective Predecessors, and there are no civil, criminal or administrative actions, suits, hearings, proceedings, written notices of violations, claims or demands pending or, to the Knowledge of Seller, threatened against any Company or with respect to any property owned or previously owned by any company or its Predecessor under any Environmental Law. None of the Companies has received any written notice of any actual or threatened Release of any Hazardous Substance in violation of any Environmental Law

(d) None of the Companies or any of its Predecessors have generated, transported, or disposed, and none of the Companies is generating, transporting or disposing, of any Hazardous Substances to, in, upon, about, or under any property wherever situated, which have resulted in a Release giving rise to any material claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

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(e) None of the Companies and no other party has been involved in any activity in, upon, about, or under the Real Property or any parcel or portion thereof, and none of the Companies or any of its Predecessors have been involved in any activity in, upon, about, or under any property previously owned by any Company or its Predecessors, in connection with the generation, use, handling, treatment, removal, storage, cleanup, transport, or disposal of any Hazardous Substances which have resulted in a Release giving rise to any claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

(f) To the Knowledge of Seller, there are not now any underground storage tanks (as such term is defined in 40 CFR § 280.12) in, upon, about or under any of the Real Property or any parcel or portion thereof.

(g) Seller has made available in writing to Buyer which equipment of the Companies contain PCB and Seller has made available to Buyer all reports relating thereto.

(h) There are not now, nor has there ever to the Knowledge of Seller been, any areas in, upon, about, or under the Real Property or any parcel or portion thereof which should have been permitted as treatment, storage, or disposal facilities under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.

5.17 Improper Payments. To the Knowledge of Seller, no improper payment has been made by or on behalf of any of the Companies which is in violation of any applicable federal, state, local or foreign law.

5.18 Insurance. Full and complete copies of all property and casualty insurance policies which currently insure each of the Companies have been made available to Buyer.

5.19 Talc Reserves. Seller has made available its talc reserve written data to Buyer. To the Knowledge of Seller, Seller's reporting of talc reserves is consistent with the reserve reporting requirements of the U.S. Securities and Exchange Commission.

5.20 Entire Business. The Companies and the European Companies conduct all of the talc business of Seller and its Affiliates and own (without any right, title or encumbrance in favor of Seller or any of its Affiliates other than the Companies) all of the assets, rights or interests relating to such business, other than Cyprus logos

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and the Hamm Underground Mine Property, that are owned by Seller or any of its Affiliates. The assets of the Companies as of the Closing Date will be sufficient to enable the Companies to carry out the talc business of Seller and its Affiliates as presently conducted by Seller and its Affiliates.

5.21 Mining and Technical Matters. (a) For the purposes of this representation and warranty, "Mineral Rights" means all rights, leases, concessions, licenses and other entitlements to explore for, mine and extract all and any minerals.

(b) To the Knowledge of Seller, except as set forth on Schedule 5.8, each Company is duly authorized to carry on production of minerals in each jurisdiction where it presently carries on such activities, has good and valid title to all Mineral Rights required in connection with its current operations and possesses all rights of access, easements, rights to water, power and other services necessary for the said operations.

(c) To the Knowledge of Seller, each Company is duly authorized to carry on exploration for minerals (where such exploration is currently in progress) in each jurisdiction where it carries on such activities.

(d) To the Knowledge of Seller, all Mineral Rights held by a Company are in full force and effect and, free from cancellation, forfeiture or any accrued right of termination and there has been no material adverse change in the condition of or rights under the same except depletion of ore reserves due to operations in the ordinary course of business; provided, however, that with respect to cancellation of possessory interests, Seller only represents and warrants that it has not received any written notice of cancellation.

(e) To the Knowledge of Seller, no Company has received any notice of default or claim of default or of any current or threatened expropriation, withdrawal or cancellation of any Mineral Rights nor are there any suits or proceedings in progress or pending or threatened against or affecting any Mineral Rights or the minerals produced therefrom which, if decided adversely, would materially prejudice the Mineral Rights or the rights enjoyed thereunder.

(f) To the Knowledge of Seller, except as set forth on Schedule 5.8, none of the Mineral Rights nor the production of minerals thereunder is subject to any royalty, production payment, lien, charge, security interest or other

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encumbrance, and no Company is obliged by virtue of any prepayment under any contract providing for the sale of any such minerals or under any similar arrangement to deliver any of such minerals at any future date without then or in due course thereafter receiving full payment therefor.

(g) To the Knowledge of Seller, the records supplied to Buyer relating to:

(i) geological, geophysical, geochemical, drilling and other engineering data;

(ii) maps and drawings showing mining operations carried out;

(iii) ore reserve estimates and production data; and

(iv) metallurgical test work,

are true and accurate, within the standards of the industry, in all material respects.

5.22 Disclosure. To the Knowledge of Seller, all written information which has been given by Seller or any representative of Seller to Buyer or any representative of Buyer, is true, complete and accurate in all material respects and there are no facts, matters or circumstances which render any such information inaccurate or misleading in any material respect.

5.23 Inventory. All inventories of the Companies are of a quality and specification conforming to the usual standards used by the Companies, and except as set forth on Schedule 5.23, all inventories are reflected on the Reference Balance Sheet in accordance with the Accounting Principles to realizable value on a going-concern basis. There are no talc ores included in the inventories of the Companies that can not produce products in conformity with the Companies existing product specifications and existing production methods.

5.24 Condition of the Assets of the Companies. To the Knowledge of Seller, all of the physical assets of the Companies, including machinery and equipment, are in reasonable operating condition required for the current conduct of the business of the Companies, normal wear and tear excepted.

5.25 Accounts Receivable. To the Knowledge of Seller, all accounts receivable of the Companies and the European Companies shown on the Reference Balance Sheet, and

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all accounts receivable arising thereafter and prior to the Closing shown in the books of the Companies, arose and will arise in the ordinary course of business and are fully collectible, except to the extent a bad debt reserve has been established for such accounts receivable in accordance with the Accounting Principles.

5.26 Formation of Newco. Newco was incorporated on April 1, 1992 in the State of Delaware. Since its date of incorporation, Newco has not engaged in any activity other than activities contemplated and disclosed to Buyer in connection with the restructuring of the talc business of Seller and its Affiliates.

5.27 Working Capital of the Companies. To the Knowledge of Seller, no individual working capital item set forth on the Reference Balance Sheet has changed by more than [redacted] since the date of the Reference Balance Sheet, except for changes in the ordinary course of business of the Companies.

5.28 Disclaimer. No representations of warranties have been made to Buyer by Seller or Cyprus other than those expressly set forth in this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

6.1 Organization and Authority of Buyer. Buyer is a Delaware corporation, with the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, constitutes the valid, binding and enforceable obligation of Buyer.

6.2 Ability to Carry Out the Agreement. Buyer is not subject to or bound by any provision of

(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

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(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship, other restriction, or

(iv) any judgement, order, writ injunction or decree or any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement which has not been obtained required for, the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby.

6.3 Brokers and Intermediaries. Buyer has not employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's, or similar fee or commission in connection therewith or upon the consummation thereof.

6.4 Investment. Buyer is acquiring the Shares for its own account for investment, without a view to, or for resale in connection with, the distribution thereof in violation of federal or state securities laws and with no present intention of distributing or reselling any part thereof. Buyer will not so distribute or resell any Shares in violation of any such law.

ARTICLE 7

CERTAIN COVENANTS AND AGREEMENTS OF SELLER, CYPRUS AND BUYER

7.1 Access and Information; Testing of Reserves; Notice of Breaches. (a) Seller shall permit Buyer and its representatives (including, without limitation, its public accountants, counsel and other advisors) after the date of this Agreement to have access during normal business hours, upon reasonable advance notice to Seller to the officers and directors of the Companies and/or the Seller (as appropriate), the auditors of the Companies and any and all of the premises, properties, contracts, books, records and data of or relating to each of the Companies. Without limiting the foregoing, Buyer, its public accountants, counsel and other advisors shall have the right at any time and from time to time prior to Closing to enter the Real

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Property, or any portion or parcel thereof, for the purpose of obtaining a survey, either boundary or as-built, of such Real Property, conducting Phase I environmental audits and property audits of Real Property, surveying and otherwise examining the physical, hydrological and topographical nature of the Real Property. "Phase I environmental audits" shall be understood to consist of walk-throughs of any of the Real Property or facilities thereon, review of documents relating to environmental issues, interviews of personnel with knowledge relating to environmental issues, and review of public records. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company. All information provided to Buyer pursuant hereto shall be subject to that certain confidentiality agreement executed by an affiliate of Buyer and dated April 24, 1991 (the "Confidentiality Agreement").

(b) From the date hereof through and including the Closing Date, Seller shall cause the Companies to give full access to Buyer and its representatives for the purpose of testing Seller's talc reserves, using standard industry testing techniques. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company.

7.2 Regulatory Filings. Each party hereto will furnish to the other party hereto such necessary information and reasonable assistance as such other party may reasonably request in connection with its preparation of necessary filings or submissions to any government agency related to this transaction.

7.3 Conduct of Business; Intercompany Accounts.
(a) Prior to the Closing, and except as set forth in Schedule 7.3 or otherwise contemplated by this Agreement or consented to or approved by Buyer in writing, Seller covenants and agrees that:

(i) it will cause the businesses conducted by the Companies to be operated only in the ordinary and usual course and use all reasonable efforts to preserve the properties and relationships with suppliers and customers of such businesses;

(ii) it will cause each Company not to issue or sell any shares of capital stock of such Company, or issue or sell any options, warrants or other rights of any kind to acquire any such shares or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any rights to

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acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing;

(iii) except for the contemplated transfer of assets from Seller to Newco, it will not, other than in the ordinary course of business, cause the transfer of any material assets or contracts, or hire, fire or transfer any key employees to or from any subsidiary, division or other business unit within or among the Companies;

(iv) it will cause each of the Companies not to change or amend its charter, by-laws or other organization agreements;

(v) it will cause the Companies not to acquire or to dispose of any property, right or other asset employed in the business of the Companies, other than in the ordinary course of business (it being understood that the purchase or sale of talc reserves shall not be considered in the ordinary course of business for purposes of this paragraph (v));

(vi) it will cause the Companies to or will itself keep in full force and effect insurance on assets and Real Property and other property of the Companies or for the benefit of employees of the Companies, liability and other casualty insurance related to the Companies, and bonds on personnel of the Companies in accordance with the past practices of the Companies, and it will ensure that all proceeds received under such insurance will remain assets of the Companies at the Closing or will be transferred to the Companies prior to the Closing;

(vii) it will cause the Companies not to enter into or to amend any employment, bonus, severance or retirement contract or arrangement or any employee benefit plan with regard to the Companies;

(viii) it will cause the Companies not to increase any salary or other form of compensation payable or to become payable to any of the executives or employees of the Companies, or to pay any bonuses to any of such executives or employees, except for payments made in the ordinary course and for such payments to be made pursuant to the bonus or profit sharing provisions of the employment agreements listed on Schedule 5.14 hereto;

(ix) it will cause the Companies not to enter into, make, agree upon or to agree to enter into

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(a) other than in the ordinary course, any contract, purchase or sale order, or other commitment, or (B) any real property lease requiring an expenditure or payment in excess of [redacted] per annum or which cannot be terminated by the relevant Company within a period not exceeding 12 months'

(x) it will cause the Companies not to incur any debt or obligation for borrowed funds and not to extend credit in the sale of products, collection of receivables or otherwise, other than in the ordinary and regular course of business;

(xi) it will cause the Companies not to take any action and not to cause any action to be taken by any party, which action would materially and adversely affect the businesses of any of the Companies, including, without limitation, the state of title of any of the Companies in and to any material portion of the Real Property. It will not permit any Company to fail to exercise any option to extend or exercise any option to terminate any Lease between the date hereof and the Closing without Buyer's prior written consent as to each such non-extension or termination of any Lease, or amend or modify any such Lease except in the ordinary course;

(xii) it will not permit any of the Companies to wind up, liquidate or dissolve or to enter into any transaction or merger or consolidation; and

(xiii) it will not, and it will not permit any of the Companies to, agree to take any of the foregoing actions.

(b) Seller and Buyer agree that all intercompany accounts between Seller or any Affiliate of Seller (other than a Company) and any Company shall be settled with payment effective prior to the Closing and to the extent such settlement is not feasible at or prior to the Closing, shall be settled as soon as practicable after Closing, and such settlement shall be effective as of prior to Closing.

7.4 Employee Matters. (a) Ongoing Employment. Buyer shall ensure that all persons who were employed by any Company immediately preceding the Closing Date, including those on vacation, leave of absence or disability (whether short-term or long-term disability or worker's compensation) and those subject to or on lay-off (but only, in the case of employees subject to or on lay-off, to the extent a collective bargaining agreement providing for

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recall rights is applicable to such employees) ("Active Employees", which term shall be defined as those individuals identified above), will be employed by Buyer or any Affiliate of Buyer (including but not limited to the Companies) on the Closing Date, on substantially the same terms (regarding salary, job responsibility and location but excluding retirement and welfare benefits) as those provided to such Active Employees immediately prior to the Closing Date. The employment of any Active Employee by Buyer on the Closing Date does not create a right to ongoing employment with Buyer other than may exist under a collective bargaining agreement or an individual agreement.

(b) Welfare Benefit Plans.

(i) Seller shall retain the responsibility for providing for payment of all (A) claims of Employees under any medical, dental, hospital or health plans for previously documented physical or mental conditions in existence on the Closing Date, and provided that a claim for such condition is made within one year of the Closing Date, and (B) claims incurred under any life insurance plans for death occurring prior to the Closing Date.

(ii) Seller shall retain the responsibility for providing for payments of all long-term disability claims (including long-term disability claims that result from continuous short-term disability claims in existence on the Closing Date) arising from disabilities of Employees that occurred prior to the Closing Date and up until such time as the Employee returns to work with the relevant Company on a full-time, unrestricted basis for at least 30 days. Buyer shall assume the responsibility for providing for payments of all short-term disability claims arising from such disabilities.

(iii) Seller shall retain the responsibility for providing for payments of all worker's compensation claims made on or before the Closing Date, provided, however, that Seller shall only be liable under this paragraph (iii) for payments in excess of the amount accrued with respect thereto on the Final Closing Statement. Buyer shall assume the responsibility for providing for payments of all worker's compensation claims made after the Closing Date.

(iv) Seller shall retain the responsibility for providing Non-Represented Employees who retired (or if applicable who terminated with vested benefits) prior to the Closing Date with retiree health and life

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benefits under the Benefit Plan(s) which covered such Employees prior to the Closing Date. As of the Closing Date, Buyer assumes all liabilities for vested and non-vested post-retirement medical and life insurance benefits with respect to Non-Represented Employees who are Active Employees.

(v) Seller shall retain the responsibility for providing Employees who terminated employment with the relevant Company prior to the Closing Date (and their "qualified beneficiaries" within the meaning of Section 4980B of the Code) with the continuation of group health coverage required by Section 4980B of the Code.

(vi) Buyer shall assume Seller's obligations and responsibilities under all collective bargaining agreements covering Employees.

(c) Pension Plans.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate pension plan to be designated by Buyer (the "Buyer Pension Plan") to provide that (A) upon the transfer of assets referred to below, the service of Active Employees who participated in the Retirement Plan for Salaried Employees of Cyprus Minerals Company or the Cyprus Industrial Minerals Company Division Pension Plan for Yellowstone Mine Hourly Employees (the "Seller Pension Plans") shall be recognized for all purposes thereunder (including benefit accrual) to the extent such service was recognized under the relevant Seller Pension Plan and (B) upon such transfer, the accrued benefits under the Buyer Pension Plan of Active Employees who participated in either of the Seller Pension Plans shall in no event be less than their accrued benefits under such Seller Pension Plan as of the Closing Date.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Seller shall cause to be transferred from the trusts under the Seller Pension Plans to the trust under the Buyer Pension Plan an amount in cash equal to the actuarial present value of the "benefit liabilities" (within the meaning of Section 4001(a)(16) of ERISA) as of the Closing Date of Active Employees who participated in either of the Seller Pension Plans, together with interest at the rate of 8½% per annum from the Closing Date to the date of transfer. Determination of such actuarial present value shall be the Base Present

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Value, provided, however, that if the Alternate Present Value exceeds the Base Present Value by more than [redacted], the actuarial present value shall be the Base Present Value plus 50% of the difference between the Alternate Present Value and the Base Present Value. As used herein, the "Base Present Value" shall mean the actuarial present value determined on the basis of the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and 10K as of December 31, 1991 plus 10% of the actuarial present value so determined, and the "Alternate Present Value" shall mean the actuarial present value based on the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and 10K as of December 31, 1991 modified to (x) assume that a proportion of Employees will receive benefits upon termination or retirement under the lump sum option based upon the calculation practices currently used by Seller (including any non-qualified supplements that may be applicable) and upon deferred (or immediate, if applicable) Pension Benefit Guaranty Corporation interest rates, and (y) base the proportion of Employees assumed to take the lump sum option on the actual experience under the Seller Pension Plans over the last two years, taking into account the age and service of the Employees at termination or retirement. Such actuarial present values shall be calculated as at the Closing Date by an actuary appointed by Seller and agreed to by an actuary appointed by Buyer, and shall be reduced by the amount of any benefit payments made with respect to Active Employees after the Closing Date but prior to the date of transfer.

Pending completion of the transfers described in this paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the relevant Seller Pension Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(ii) Effective as of the Closing Date, Seller shall amend the Retirement Plan for Employees of Windsor Minerals Corporation Represented by Cement Lime, Gypsum and Allied Workers Division of the Brotherhood of Boilermakers International, A.F.L. - C.I.O., local lodge D449 (the "Windsor Plan") and Cyprus Industrial Minerals Company Division Pension Plan for Three Forks Plant Hourly Employees (the "Three Forks Plan") to make the Buyer the "plan sponsor" (as such term is defined in Section 3(16)(B) of ERISA thereunder. Seller shall cause to be transferred, as

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soon as reasonably practicable, but in any event (unless both Buyer and Seller, otherwise agree) within 180 days after the Closing Date, to a trust established by Buyer under the Windsor Plan and the Three Forks Plan, all assets attributable to such Plans held under the Cyprus Minerals Company Master Trust.

(iii) Seller shall continue to make contributions to these plans when due as required until the Closing Date. Buyer shall be responsible for making required contributions when due to these plans after the Closing Date. With respect to the Three Forks Plan and the Windsor Plan, the required contributions for 1991 and 1992 for purposes of this Agreement shall be the minimum required contribution under Section 412 of the Code as determined by an actuary appointed by Seller. Seller's share of the required contribution for 1991 will be the entire required contribution for 1991. Seller's share of the required contribution for 1992 shall be determined by multiplying the total required contribution for 1992 by the fractional portion of 1992 preceding the Closing Date. Buyer's share of the required contribution for 1992 shall be the total required contribution for 1992 minus Seller's share of the required contribution for 1992. If actual contributions to these plans by Seller exceeds Seller's share of the required contributions then Buyer shall reimburse Seller for the amount of such excess. If Seller's share of the required contributions exceeds Seller's actual contributions then Seller shall reimburse Buyer for the amount of such excess.

(iv) Buyer shall assume Seller's liability under the Grand Island, Nebraska Multiemployer Pension Plan for Members of General Drivers and Helpers Local Union #544 Affiliated with the International Brotherhood of Teamsters AFL-CIO.

(d) European Pension Liabilities. Buyer shall assume all liabilities and assets for all Benefit Plans listed on Schedule 5.14 that cover foreign employees of the Companies or the European Companies.

(e) Buyer shall assume responsibility for all liabilities, including but not limited to severance benefit liabilities and any withdrawal liabilities, arising because of Buyer's actions or omissions regarding Seller's then former Employees after the Closing Date.

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(f) Savings Plan.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate savings plan to be designated by Buyer (the "Buyer Savings Plan") to provide that (A) the service of Active Employees who participated in the Cyprus Minerals Company Savings Plan and Trust (the "Seller Savings Plan") shall be recognized for all purposes thereunder to the extent such service was recognized under the Seller Savings Plan and (B) the account balances of such Employees which are transferred from the Seller Savings Plan to the Buyer Savings Plan in accordance with this paragraph shall be fully vested at all times.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Seller shall cause to be transferred from the Seller Savings Plan to the Buyer Savings Plan the liability for the account balances of Active Employees who participated in the Seller Savings Plan, together with assets the fair market value of which is equal to such liability.

(ii) Pending the completion of the transfer described in paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the Seller Savings Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(g) ESOP. Seller shall take all necessary actions to provide that all Active Employees are fully vested in the amounts credited to their accounts under the Cyprus Minerals Company Amended and Restated Employee Stock Ownership Plan as of the Closing Date.

(h) Indemnity. Seller agrees to defend, indemnify and hold harmless the Buyer Indemnitees against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Seller's responsibilities or obligations under this Section 7.4, and Buyer agrees to defend, indemnify and hold harmless the Seller Indemnitees against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Buyer's responsibilities or obligations under this Section 7.4. The obligations of this Section 7.4 shall survive the Closing Date without limitation as to time. For purposes of this paragraph (h), the terms Buyer Indemnitees, Damages, Breach and Seller

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Indemnitees have the respective meanings ascribed thereto in Section 11.1.

7.5 Tax Matters. (a) Section 338(h)(10). Neither Buyer nor Seller nor any of their respective Affiliates shall make any election pursuant to Section 338(h)(10) of the Code. Seller understands that, Buyer may make and may cause each member of its affiliated group (as defined in Section 338(h)(5) of the Code) to join in a protective carryover basis election as provided for by regulations under Section 338(e) of the Code. With regard to this election, Seller will fully cooperate and join in the election, if necessary.

(b) Liability for Taxes and Related Matters.

(i) Liability for Taxes. Seller shall be liable for and indemnify Buyer for all Taxes (including, without limitation, any obligation to contribute to the payment of a tax determined on a consolidated, combined or unitary basis with respect to a group of corporations that includes or included any of the Companies and Taxes resulting from any of the Companies ceasing to be a member of the Seller's Group) (a) imposed on Seller's Group (other than any Taxes described in the following clause (b) of the Companies for any taxable year), (b) imposed on any of the Companies or for which any of the Companies may otherwise be liable (i) for any taxable year or period that ends on or before the Closing Date and, (ii) with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year ending on and including the Closing Date. Except as set forth in (v), Seller shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(ii) Buyer shall be liable for and indemnify Seller for the Taxes of any of the Companies for any taxable year or period that begins after the Closing Date and, with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year beginning after the Closing Date. The Buyer shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(ii) Taxes for Short Taxable Year. For purposes of paragraphs (B)(i) and (B)(ii), whenever it is necessary to determine the liability for Taxes of any of the Companies for a portion of a taxable year or period that begins before and ends after the Closing

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Date, the determination of the Taxes of any Company for the portion of the year or period ending on, and the portion of the year or period beginning after, the Closing Date shall be determined by assuming that such Company had a taxable year or period which ended at the close of the Closing Date, except that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a time basis.

(iv) If, as a result of a challenge by any taxing authority to any transaction that had been treated as a tax-free transaction under Section 351 of the Code or any similar provision under state tax law, such taxing authority determines the adjusted tax basis in an asset of Newco, including the stock in any of the Other Companies, as of the Closing Date to be less than the Carryover Basis (as defined below), then Seller shall indemnify Buyer to the extent that the Carryover Basis of such asset would have produced greater tax benefits to Buyer. Payment under this paragraph shall be made at the time the adjusted tax basis in an asset of Newco is determined to be other than the Carryover Basis and shall equal the highest marginal corporate tax rate in effect on the Closing Date multiplied by the difference between the Carryover Basis and the redetermined adjusted tax basis; provided, however, that for the purpose of computing such payment, a reduction in the basis of one or more assets shall not be taken into account to the extent that the determination that resulted in a reduction in the basis of such assets also resulted in the increase in the basis in inventory, receivables or other current assets, or any asset that is amortizable, depreciable or depletable under the applicable tax law in effect on the date that such determination is made. As used herein, the term "Carryover Basis" means the adjusted tax basis in the asset as of December 31, 1991 reduced by any depreciation, depletion or other such allowance (or, in the case of stock in any of the Other Companies, by the adjustments provided for in Section 1.1502-32 of the income tax regulations) properly attributable to the period between December 31, 1991 and the Closing Date.

(v) Adjustment to Purchase Price. Any payment by Buyer or Seller under this Section will be an adjustment to the Purchase Price.

(vi) Refunds from Carrybacks. If Seller becomes entitled to a refund or credit of Taxes for any period for which it is liable under paragraph (B)(i) to

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indemnify Buyer and such refund or credit is attributable solely (or in part) to the carryback of losses, credits or similar items from either a taxable year or period that begins after the Closing Date or in the case of a taxable year or period that begins before and ends after the Closing Date, that portion of the taxable year or period that begins after the Closing Date (determined under the principles of paragraph (B)(iii), and is attributable to any of the Companies, Seller shall promptly pay to the Buyer the amount of such refund or credit (or a pro-rata share of such refund or credit if due only in part to the carryback of such losses, credits or similar items) together with any interest thereon. In the event that any refund or credit of Taxes for which a payment has been made is subsequently reduced or disallowed, the Buyer shall repay any amounts paid to it by the Seller pursuant to this paragraph and indemnify and hold harmless the Seller for any interest and penalties assessed against Seller by reason of the reduction or disallowance. Provided, however, that the preceding sentence shall not apply if the reduction or disallowance is caused by Seller's computational error.

(vii) Returns. Seller shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending on or before the Closing Date and shall pay any Taxes due in respect to of such Returns, and Buyer shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending after the Closing Date and shall remit any Taxes due in respect of such Returns. Each of the Companies shall retain an officer of Seller for the sole purpose of signing the Returns that Seller is required to file pursuant to this paragraph. Seller shall pay Buyer the Taxes for which Seller is liable pursuant to paragraph (B)(i) but which are payable with Returns to be filed by Buyer pursuant to the previous sentence not less than two business days prior to the due date for the payment of such Taxes. Buyer shall provide Seller with its then best estimate of these taxes 10 business days prior to the due date for payments of such Taxes. Notwithstanding the foregoing, with regard to taxes for periods that begin before but end after the Closing Date, Seller shall be entitled to reduce its payment under this paragraph to Buyer to the extent of the amount accrued by the Company making the payment on the Company's balance sheet as of the Closing Date. With regard to taxes for periods that begin before but end

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after the Closing Date, Buyer shall pay Seller, within five (5) business days of making a payment for the applicable taxes to a tax authority, any amounts accrued on the Final Closing Statement of the Company making the payment, for the particular liability for tax, in excess of the applicable tax.

(viii) Contest Provisions. Buyer shall promptly notify Seller in writing upon receipt by Buyer, any of its Affiliates or any of the Companies of notice of any pending or threatened audit or assessment by any federal, state, local or foreign taxing authorities which may affect the tax liabilities of any of the Companies for any periods for which Seller would be required to indemnify Buyer pursuant to paragraph (B)(i), provided that failure to comply with this provision shall not affect Buyer's right to indemnification hereunder. Seller shall have the sole right to represent any Company's interests in any tax audit or administrative or court proceedings relating to taxable periods ending on or before the Closing Date, and to employ counsel of its choice at its expense. Notwithstanding the foregoing, Seller shall not be entitled to settle, either administratively or after the commencement of litigation, any claim for Taxes which would adversely affect the liability for Taxes of the Buyer or any of the Companies for any period ending after the Closing Date to any extent (including, but not limited to, the imposition of income tax deficiencies, the reduction of asset basis or cost adjustments, the lengthening of any amortization or depreciation periods, the denial of amortization or depreciation deductions, or the reduction or loss or credit carryforwards) without the prior written consent of Buyer. Such consent shall not be unreasonably withheld, and shall not be necessary to the extent that Seller has indemnified the Buyer against the effects of any such settlement. Buyer shall have the sole right to represent any Company's interest in any tax audit or administrative or court proceeding for any taxable year or period that begins before but ends after the Closing Date. Neither Buyer nor any of the Companies may agree to settle any tax claim for the portion of the year or period ending on the Closing Date which may be the subject of indemnification by Seller under paragraph (B)(i) without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(ix) Termination of Tax Allocation Agreements. Any tax allocation or sharing agreement or arrangement, whether or not written, that may have been

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entered into by Seller or any member of Seller's Group and any of the Companies shall be terminated as to each of the Companies as of the Closing Date, and no payments which are owed by or to any of the Companies pursuant thereto shall be made thereunder.

(c) Transfer Taxes. Seller and Buyer shall each be liable for one half the transfer, sales, use of other similar taxes arising under any state, local or foreign law from the sale of the Shares, including any real property transfer taxes. Buyer and Seller shall cooperate fully in making any payment, withholding any amount or filing any return or information which is required with respect to a transfer, sales, use or other similar tax described in the preceding sentence. The party responsible under state, local or foreign law for making such payment, withholding such amount or filing such return or information with respect to such transfer, sales, use or other similar taxes shall undertake to fulfill that responsibility; provided, however, that Seller must inform Buyer of any payment that must be made by Buyer, amount that must be withheld by Buyer or return or information that must be filed by Buyer with respect to such transfer, sales, use or other similar taxes.

(d) Information to be Provided by Buyer. With respect to the periods in 1992 prior to the Closing Date, Buyer shall promptly cause each of the Companies to prepare and provide to Seller a package of tax information materials (the "Tax Package"), which shall be completed in accordance with past practice including past practice as to providing the information, schedules and work papers and as to the method of computation of separate taxable income or other relevant measure of income of each of the Companies. Buyer shall cause the Tax Package described in this paragraph to be delivered to Seller by December 31, 1992.

(e) Assistance and Cooperation. After Closing Date, each of Seller and Buyer shall:

(i) assist (and cause their respective Affiliates to assist) the other party in preparing any Returns or reports with such other party is responsible for preparing and filing in accordance with this Section;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding any Returns of any of the Companies;

(iii) make available to the other and to any taxing authority as reasonably requested all

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information, records, and documents relating to Taxes of any of the Companies;

(iv) provide timely notice to the other in writing of any pending or threatened tax audits or assessments of any of the Companies for taxable periods for which the other may have a liability under this Section; and

(v) furnish the other with copies of all correspondence received form any taxing authority in connection with any tax audit or information request with respect to any such taxable period.

(f) Record Retention. Seller will continue to store and maintain the original copies of any federal, state, local or foreign tax return or report for any year still open for audit by any taxing authority for any period up to and including the taxable years or periods ending on or before the Closing Date and any work papers prepared exclusively for purposes of filing such returns. Seller will provide Buyer with copies of all such returns and work papers that have been prepared within 10 days after the Closing Date and with copies of subsequent returns and work papers as soon as possible after such returns and work papers are prepared. Seller will notify Buyer prior to the destruction of any records mentioned in this subsection (f) and provide Buyer with the option of continuing to store and maintain such records on its own behalf.

(g) Survival of Obligations. The obligations of the parties set forth in this Section shall be unconditional and absolute and shall remain in effect without limitation as to time.

7.6 Insurance. To the extent that (i) there are third-party insurance policies maintained by Seller and its Affiliates (other than the Companies) ("Seller's Insurance Policies") insuring against any loss, liability, damage or expense relating to the assets, businesses, operations, conduct, products and employees (including former employees) of the business of any Company (all such losses, liabilities, claims, damages or expenses, regardless of the availability of insurance coverage, are herein referred to collectively as the "Business Liabilities") and relating to or arising out of occurrences prior to the Closing, and (ii) Seller's Insurance Policies continue after the Closing to permit claims ("Claims") to be made with respect to such Business Liabilities relating to or arising out of occurrences prior to the Closing, Seller agrees to cooperate and cause such Affiliates to cooperate with Buyer and the Companies in submitting Claims on behalf of Buyer or such

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companies under Seller's Insurance Policies with respect to such Business Liabilities relating to occurrences prior to the Closing.

7.7 Books and Records. Except for tax records covered in Section 7.6(f), Buyer will, and will cause each Company to, for a period of six years after the Closing, retain all books, records and other documents pertaining to the businesses of the Companies in existence on the Closing Date and to make the same available after the Closing Date for inspection and copying by Seller or any Affiliate of Seller at Seller's expense during the normal business hours of Buyer or such Company, as applicable, upon reasonable request and upon reasonable notice. Without limiting the generality of the foregoing, Buyer will, and will cause each Company to, make available to Seller, the Affiliates of Seller and their respective representatives all information deemed necessary or desirable by Seller or such Affiliates in preparing their respective financial statements and Tax returns and conducting any audits in connection therewith.

7.8 Announcements. Prior to the Closing, neither Seller nor Buyer will issue any press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other (which consent shall not be unreasonably withheld), except as may be required by applicable law, stock exchange regulation or in connection with Buyer obtaining the approval of its shareholders.

7.9 Interim Use of Names. Except as provided in this Section 7.9, no interest in or right to use the name "Cyprus" or any derivation or logo thereof is being transferred hereunder. The parties agree that Buyer shall, as promptly as practicable but in any event within forty-five (45) days following the Closing Date, file an amendment with the appropriate authorities to eliminate the name Cyprus form the name of each Company, and within one year following Closing Date, remove or obliterate all such trade names, trademarks and logos from all signs, purchase orders, invoices, sales orders, packaging stock, labels, letterheads, shipping documents and other materials used by it or any of its Affiliates (including but not limited to the Companies). For a period of sixty (60) days after the Closing Date, Buyer and its Affiliates (including the Companies) may continue to use any purchase orders, invoices, sales orders, letterheads or shipping documents which bear the name Cyprus, provided that after such sixty (60) days' period, Buyer and its Affiliates (including the Companies) shall cease to use (i) any purchase orders, invoices, sales orders, letterheads or shipping documents existing on the date hereof, which bear the name "Cyprus" or

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any name confusingly similar thereto, without first obliterating or covering such name, mark or logo, or (ii) any such materials not in existence on the Closing Date which bear such name, mark or logo. Except to the extent contemplated above, Buyer will not, and will cause each of its Affiliates (including but not limited to the Companies) not to, misappropriate, misrepresent or otherwise infringe, abuse or diminish the value of said names.

7.10 No Shopping. Between the date hereof and the earlier of the Closing Date and the termination of this Agreement, neither Seller nor any of its Affiliates shall, directly or indirectly, through any officer, director or agent or otherwise, in any manner solicit, initiate, encourage, or participate in any negotiation in respect of or cooperate with any person making an Acquisition Proposal (as herein defined). The term "Acquisitional Proposal" means any proposal for a merger with the Companies or for the acquisition of all or substantially all the assets of the Companies or the Shares.

7.11 Computer Technology and Other Interim Services. For a period not to exceed six months following the Closing, Seller will provide to the Companies such computer services of the types and of substantially the same standard of service that Seller has provided prior to the date hereof, as and to the extent Buyer shall require, at Seller's cost. Buyer shall only be billed for such services to the extent Seller's cost for such services exceeds [redacted]. Buyer shall be responsible for obtaining all required software licenses that are necessary for Seller to provide such computer services to the Companies after Closing. Buyer shall be responsible for all costs associated with obtaining the software licenses required by the Companies and for all costs associated with establishing such computer services separate form Seller's processing systems to provide for adequate security, efficient processing, and transfer of historical data as may be required by Buyer. Nothing herein shall prevent Buyer from contracting directly with Seller's computer services vendor. Buyer, Seller and the Companies, shall use reasonable efforts to minimize data processing costs including costs associated with the utilization of transitional operational systems and software packages. Other transitional support services provided to Buyer and the Companies by Seller after the Closing will be performed at Buyer's expense but at an amount equal Seller's cost.

7.12 Barite Tolling Agreement. For as long as the Companies operate the Houston Mill lease, or for a maximum of one year from the Closing, if the operation continues after such one year period, Buyer shall provide to

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Seller reasonable barite toll grinding services at the Houston Mill on negotiated fair market value terms. Buyer shall provide Seller, and a purchaser and subsequent purchaser of Seller's facilities to the extent of using it only with respect to such facility, with a non-assignable perpetual, royalty free license to utilize the Nichols classifier technology.

7.13 Best Efforts. Subject to the terms and conditions herein provided, each of Buyer and Seller agree to cooperate and to use their respective best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, obtaining consents under all contracts and agreements, requiring consent to be assigned to Buyer.

7.14 Covenant Not to Compete. (a) Subject to Seller's right to engage in the barite business, for a period of five years after the Closing, Seller will not, and will cause each of its Affiliates not to engage in any talc business that directly, or indirectly, competes with the businesses of the Companies, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(a) shall prohibit Buyer or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a barite business.

(b) For a period of five years after the Closing, Buyer will not, and will cause each of its Affiliates not to engage in any barite business that directly, or indirectly, competes with the barite business of Seller, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(b) shall prohibit Buyer or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a barite business.

(c) After the Closing, Seller will not, and will cause each of its Affiliates not to, utilize the trade secrets to be transferred to Buyer pursuant to this Agreement to engage in any business that directly, or indirectly, competes with the businesses of the Companies, or disclose to any Affiliate or any other person any such trade secrets or, within five years after the Closing, any other confidential information relating to the Companies or its properties, except that Seller may make disclosures, after consultation with Buyer, as required by law or applicable rules of a stock exchange. It is understood that confidential information does not include information which is or becomes publicly available without Seller's fault.

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(d) For a period of three years after the Closing Date, Seller will not and will cause each of its Affiliates not to, except with Buyer's prior written consent (which consent shall not be unreasonably withheld), hire or employ, or solicit the hiring or employment of, any employee of the Companies.

(e) Seller and Buyer agree that, if any provision of this Section 7.14 should be adjudicated to be invalid or unenforceable, such provision shall, to the extent permitted by law, be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent and such provision may be made valid and enforceable in such jurisdiction by limitation of the scope of the activities, geographical area or time period covered, Seller and Buyer agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the laws and public policy applied in such jurisdiction.

7.15 Nihon Mistron. Pursuant to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco, Seller has agreed to transfer to Newco, its record and beneficial ownership of [redacted] of the issued and outstanding shares of Nihon Mistron Company. If Seller is unable to transfer such shares to Newco because the other parties in the joint venture exercise their preemptive right to purchase such shares, the proceeds from such sale shall immediately be delivered to Buyer.

7.16 Hamm Underground Mine Property. The parties have agreed that Seller shall retain title to the Hamm Underground Mine Property and shall be responsible for all costs associated with any required cleanup of such property. Any required cleanup shall be performed as soon as reasonably practicable. At such time as such property is in material compliance with all applicable Environmental Laws, Buyer shall have the option to purchase such property for one dollar in cash.

7.17 Buyer's Insurance. For as long as Seller may be liable to indemnify Buyer pursuant to this Agreement, Buyer agrees to maintain business interruption insurance for the Companies in a manner and amount reasonable for a Company engaged in the same business as the Companies in the same area.

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ARTICLE 8

CONDITIONS PRECEDENT OF SELLER

The obligation of Seller to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

8.1 Representations and Warranties. The representations and warranties of Buyer made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date.

8.2 Agreements. Buyer shall have performed and complied in all material respects with all its undertakings and agreements required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

8.3 Buyer Certificate. Seller shall have been furnished with certificates of an authorized officer of Buyer, dated the Closing Date, certifying to the effect that the conditions contained in Sections 8.1 and 8.2 have been fulfilled.

8.4 No Injunction. No injunction, restraining order or decree of any nature of any court or governmental or regulatory authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

8.5 Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all material filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable).

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8.6 Miscellaneous Closing Deliveries. Seller shall have received such evidence as Seller may reasonably request in order to establish (i) the power and authority of Buyer to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

ARTICLE 9

CONDITIONS PRECEDENT OF BUYER

The obligation of Buyer to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

9.1 Representations and Warranties. The representations and warranties of Seller and Cyprus made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date; provided that Buyer may not invoke this Section 9.1, unless the untruthfulness of the representations and warranties in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business of the Companies as a whole.

9.2 Agreements. Seller shall have performed and complied in all material respects with all of its undertakings and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing; provided that Buyer may not invoke this Section 9.2, unless the non-compliance, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.3 Seller Certificate. Buyer shall have been furnished with a certificate of an authorized officer of Seller, dated the Closing Date, certifying to the effect that the conditions contained in Sections 9.1 and 9.2 have been fulfilled.

9.4 No Injunction. No injunction, restraining order or decree of any court or governmental or regulatory authority shall exist against Buyer, Seller, Cyprus, any

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Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

9.5 Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR act shall have expired or terminated, as applicable); provided that Buyer may not invoke this Section 9.5 unless the failure to obtain or effect such consents, approvals and authorizations, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.6 Miscellaneous Closing Deliveries. Buyer shall have received such evidence as Buyer may reasonably request in order to establish (i) the power and authority of Seller and Cyprus to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

9.7 Newco Closing. The Closing of the transactions contemplated in the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco shall have occurred to Buyer's reasonable satisfaction.

9.8 J&J Non-Termination. Johnson & Johnson Consumer Products, Inc. ("J&J") shall not have given notice of termination to Cyprus or its Affiliates or to Buyer pursuant to the Talc Supply Agreement by and between Windsor Minerals Inc. and J&J, dated January 6, 1989.

ARTICLE 10

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

10.1 Survival of Representations and Warranties.

(a) Except as specified in Section 10.1(b) hereof, all representations and warranties of Seller and

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Cyprus included or provided for herein or in any schedule or in any certificate or other document delivered pursuant to this Agreement shall survive fora period of one year after the Closing Date and shall thereafter expire except with respect to breaches and violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

(b) The representations and warranties contained in Sections 5.1, 5.3, 5.4 and 5.13 of this Agreement shall survive the Closing Date until the expiration of the limitation period under the applicable statutes of limitations (or any extensions thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors. The representations and warranties contained in Section 5.16 of this Agreement shall survive for a period of thirty (30) months after the Closing and shall thereafter expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnification of Buyer and its Affiliates. Subject to Section 11.4, Seller and Cyprus, jointly and severally, agree to defend, indemnify and hold harmless Buyer, its Affiliates and its successors and assigns (individually, a "Buyer Indemnitee", and collectively, the "Buyer Indemnitees") against and in respect of:

(a) any and all losses, claims, damages, liabilities, costs and expenses ("Damages") caused by, resulting or arising from or otherwise relating to (i) any failure by Cyprus or Seller to perform or otherwise fulfill or comply with any provision of this Agreement; (ii) any breach or violation ("Breach") of any representation or warranty of Cyprus or Seller hereunder, or (iii) any third party arising out of or relating to the operation of the businesses of any of the Companies or either of the European Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date, excluding, however, any such third party claim (x) for which a Buyer Indemnitee would be entitled to indemnification pursuant to Sections 11.1(a)(i), (ii) or (b), in each case disregarding the limitations set forth in Section 11.4, (y) regarding any environmental

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matter covered in Section 11.3, disregarding the limitations set forth in Section 11.3, or (z) for which Buyer is responsible under Section 7.4.

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgements, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.2 Indemnification of Seller and Its Affiliates. Subject to Section 11.4, Buyer agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates, and their respective successors and assigns (individually, a "Seller Indemnitee", and collectively, the "Seller Indemnitees") against and in respect of:

(a) any and all Damages caused by, resulting or arising from or otherwise relating to (i) any failure by Buyer to perform or otherwise fulfill or comply with any provision of this Agreement, or (ii) any Breach of any representation or warranty of Buyer hereunder;

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.3 (a) Environment Indemnification. Subject to Section 11.3(c), and except to the extent disclosed in Schedule 11.3 or to the extent Dr. Graham B. Lawson, J. Stevenson, Richard Gaunt or John Paulson has actual knowledge on the date hereof of a matter that would give rise to a valid claim under (ii), (iii) or (iv) below, with respect to any written claim, specifying in reasonable detail to the extent known, made by Buyer within thirty (30) months of the Closing Date, Seller and Cyprus shall jointly and severally indemnify and hold Buyer Indemnitee harmless from and against any and all damages, losses, liabilities, actions, claims, costs and expenses (including, without limitation, removal costs, remediation costs, fines, penalties, expenses of investigation and on going monitoring, and reasonable attorney's fees) ("Losses") directly or indirectly based upon, arising out of, resulting from or relating to (i) any action taken by Seller with respect to the Hamm Underground Mine Property or any liability under Environmental Law relating to a present condition at the Hamm Underground Mine Property, (ii) any violation of any Environmental Law by the Companies or their predecessors or any of its employees, representatives, agents or any other person or entity acting on behalf of the Companies prior to the Closing (including, without limitation, any failure to obtain or comply with any permit,

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license or other approval or authorization under the provisions of any Environmental Law), (iii) any and all liabilities under any Environmental Law arising on or prior to the Closing out of or otherwise in respect of any act, omission, event, condition or circumstance occurring or existing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing (including, without limitation, liabilities relating to investigation, removal, remediation, containment, cleanup or abatement of the presence, Release or threatened Release of any Hazardous Substance, whether on-site or off-site) and (iv) any and all expenditures required to be incurred by the Companies (x) to enable them to operate in compliance with all applicable Environmental Laws and (y) to repair and restore all damage to any building, land or property of the Companies arising out of or relating to the removal, remediation, cleanup or abatement of the presence of any Hazardous Substance in violation of any Environmental Law existing on or prior to the Closing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing; provided, however, that neither Cyprus nor Seller shall have any liability pursuant to this Section 11.3(a) for claims brought by private individuals where there is no violation or liability under any Environmental Law. The indemnity provided in this Section 11.3 shall be without regard to any purported availability of insurance.

(b) If any governmental authority (whether federal, foreign, state or local) or if any Environmental Law shall require Buyer or any company to effect or take any removal, remedial, corrective or similar actions ("Remedial Action"), or if any third party makes any other claim which is to be the basis of a claim for indemnification under Section 11.3 ("Other Environmental Claim"), then Buyer shall prior to taking any Remedial Action or having discussions with or reporting to the governmental authority (except in situations requiring immediate action under the applicable Environmental Law or emergency situations to preserve life or property) give prompt written notice to Seller of the required Remedial Action or the Other Environmental Claim. Seller, at its option, by notice to Buyer given within thirty (30) days of Buyer's notice to Seller of the Remedial Action or Other Environmental Claim (or such shorter periods specified in Buyer's notice if the ordering governmental agency requires that action be taken more promptly than such thirty (30) day notice period would allow, or if Buyer reasonably determines that the existing condition which is the subject of the Remedial Action or Other Environmental Claim requires that action be taken more promptly than such thirty (30) day period would allow) shall (i) assume control

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of and effect such Remedial Action or defend such Other Environmental Claim at its cost and expense, or (ii) permit Buyer to control and effect such Remedial Action or defend such Other Environmental Claim at Seller's cost and expense. Any and all costs and expenses incurred or paid by Seller or by Buyer on Seller's account hereunder shall be considered within the term Losses and be subject to the limitations set forth in Section 11.3(c). Buyer and Seller shall cooperate with each other and shall have a right to participate in discussions with applicable government authorities in effecting any Remedial Action with a view toward promptly completing any Remedial Action, minimizing the disruptive effect of any Remedial Action on the conduct of the businesses of the Companies, avoiding the incurrence of additional environmental liabilities with respect to the existing condition as to which the Remedial Action is taken and performing any Remedial Action at the lowest reasonable cost. All Remedial Action performed by Buyer shall be performed at the lowest reasonable cost, taking into consideration the matters set forth in the preceding sentence, and subject to audit by Seller. Costs in excess of such lowest reasonable cost shall be for Buyer's account. Seller may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Buyer's prior written consent (which consent may not be unreasonably withheld). If Seller elects to assume control of a Remedial Action, Buyer shall provide Seller reasonable access to the relevant properties to allow Seller to complete such Remedial Action. Buyer shall, at Seller's expense, provide reasonable access to the properties of the Companies, to the extent reasonably required by Seller in order for Seller to take Remedial Action with respect to the Hamm Underground Mine Property, provided that such access shall not have any disruptive effect on the businesses of the Companies or expose the Companies to any potential material liability.

(c) With respect to the operating sites of the Companies set forth on Section 11.3(a), Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and collectively shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3, unless and until the amount of such claim exceeds [redacted] in which case Seller and Cyprus shall be liable for the whole amount of such claim subject to the aggregate limit stated above. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller and Cyprus' Liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided,

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however, that not claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [redacted], in which case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller or Cyprus to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller or Cyprus shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property.

11.4 Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i),(ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller and Cyprus, on the one hand, or Buyer, on the other hand, is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds $500,000, in which case such Indemnifying Party or Parties shall be liable for all such amounts; provided, however, that in no event shall either Buyer, on the one hand, or Seller and Cyprus collectively, on the other hand, be liable for more than an amount in the aggregate equal to [redacted] for all claims made against it or them under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller and Cyprus, on the one hand, nor Buyer,on the other hand, be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [redacted] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee and reasonably, and does actually recover pursuant to an existing business interruption insurance. Notwithstanding other provisions of this Section 11.4, the limitations set forth in this Section 11.4 do not apply to any claims by Buyer Indemnitees against Seller or Cyprus for any liabilities or obligations (including costs and expenses associated therewith) arising out of any litigation or claims listed on Schedule 5.9.

11.5 Claims. Any claim for indemnity under Section 11.1 or 11.2 hereof shall be made by written notice form the Indemnitee to the Indemnifying Party specifying in reasonable detail the basis of the claim. Except as otherwise provided herein, when an Indemnitee seeking indemnification under Section 11.1 or 11.2 receives notice of any claims made by third party ("Third Party Claims") which is to be the basis for a claim for indemnification hereunder, the Indemnitee shall give prompt written notice thereof to the Indemnifying Party reasonably indicating (to the extent known) the nature of such claims and the basis

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thereof. Upon notice from the Indemnitee, the Indemnifying Party may, but shall not be required to, assume the defense of any such Third Party Claims, including its compromise or settlement, and the Indemnifying Party shall pay all reasonable costs and expense thereof and shall be fully responsible for the outcome thereof; provided, however, that in such case, the Indemnifying Party shall have no obligation to pay any further costs or expense of legal counsel of the Indemnitee in connection with such defense and, provided, however, that the Indemnifying Person may not settle or compromise any Third Party Claims without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld). The Indemnifying Party shall give notice to the Indemnitee as to its intention to assume the defense of any such Third Party Claims within twenty (20) business days after the date of receipt of the Indemnitee's notice in respect of such third Party claims. If an Indemnifying Party does not, within twenty (20) business days after the Indemnitee's notice is given, give notice to the Indemnitee of its assumption of the defense of the Third Party Claims, the Indemnifying Party shall be deemed to have waived its rights to control the defense thereof. If the Indemnitee assumes the defense of any Third Party Claims because of the failure of the Indemnifying Party to do so in accordance with this Section 11.5, the Indemnifying Party shall pay all reasonable costs and expenses of such defense and shall be fully responsible for the outcome thereof. The Indemnifying Party shall have no liability with respect to any compromise or settlement thereof effected without its prior written consent (which consent shall not be unreasonably withheld).

11.6 Survival. Notwithstanding anything in this Agreement to the contrary, this Article 11 shall survive termination of this Agreement without limitation as to time.

ARTICLE 12

MISCELLANEOUS

12.1 Further Assurances. From time to time after the Closing, Seller will execute and deliver, or cause to be executed and delivered, such documents to Buyer as Buyer shall reasonably request in order to vest more effectively in Buyer good title to the Shares or otherwise consummate more effectively the transactions contemplated by this Agreement, and from time to time after the Closing, Buyer will execute and deliver, or cause to be executed and delivered, such documents to Seller as Seller shall reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

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12.2 Expenses. Each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts and shall pay all other expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby. Seller shall pay all expenses, including, without limitation, all taxes, duties and registration fees, incurred by it or the Companies in connection with the restructuring of the talc business of Seller and its Affiliates, including, without limitation, those relating to the creation of Newco.

12.3 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

12.4 Notices. All notices, requests, permissions, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of any corporation the signature shall be by an officer thereof) and delivered by hand, or by United States mail (registered, return receipt requested), properly addressed and postage prepaid:

If to Seller or Cyprus, to:

Cyprus Mines Corporation
9100 East Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: President

With copy to:

Cyprus Mines Corporation
9100 East Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: General Counsel

RTZ America, Inc.
150 East 58th Street
New York, New York 10155

Attention: President

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With copy to:

Borax Consolidated Limited
Borax House
Carlisle Place
London SW1P 1HT

Attention: Mr. F. Alan S. Lesser

RTZ Corporation PLC
6 St. James's Square
London SW1Y 4LD

Attention: Charles H.H. Lawton Esq.

Sullivan & Cromwell
St. Olave's House
9a Ironmonger Lane
London EC2V 8EY

Attention: David M. Kies, Esq.

Such names and addresses may be changed by such notice.

12.5 Entire Agreement. This Agreement (including the Schedules attached thereto, all of which are a part hereof) and the Confidentiality Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.

12.6 Amendments. This Agreement may be amended only by a written instrument executed by the parties or their respective successors or assigns.

12.7 Headings; References. The article, section and paragraph headings and table of contents contained in this Agreement are for reference purposes only and shall not be affect in any way the meaning or interpretation of this Agreement. All references herein to "Articles", "Sections", or "Schedules" shall be deemed to be references to Articles or Sections hereof and Schedules hereto unless otherwise indicated.

12.8 Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

12.9 Parties in Interest; Assignment. This Agreement shall inure to the benefit of and be binding upon

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Seller, Cyprus and Buyer and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. No party to this Agreement my assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this Agreement; provided, however, that Seller shall have the right to assign or delegate any portion of its rights, obligations or liabilities hereunder to any Affiliate of Seller, so long as Seller and Cyprus shall remain fully liable of the fulfillment of all of its obligations and liabilities hereunder; and provided, further, that Buyer shall have the right to assign or delegate any or all of its rights, obligations or liabilities hereunder to any Affiliate of Buyer, so long as Buyer shall remain fully liable for the fulfillment of all of its obligations hereunder.

12.10 Severability; Enforcement. The invalidity of any portion hereof shall not effect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

12.11 Jurisdiction. Buyer, Seller and Cyprus hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, The City of New York, for any actions, suits, or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and Buyer, Seller and Cyprus agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process of any action, suit or proceeding brought against it in any such court. Buyer, Seller and Cyprus hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such state or federal courts as aforesaid and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

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12.12 Waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be waiver of any such provision, nor in any way to affect the validity of this Agreement of any part hereof or the right of such party thereafter to enforce each and every such provisions. No waiver of any breach or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.

12.13 Interest. If any party to this Agreement defaults in the payment when due of any sum payable under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise), the liability of such party shall be increased to include interest on such sum form the date when such payment shall be due until the date of actual payment at a rate per annum (but not in excess of the maximum lawful rate) of three percent above the rate for three-month deposits in the London interbank market in the currency of payment, as announced by Citibank N.A. as of 11:00 a.m., London time, on the date when such payment shall be due.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By P. C. Wolf
Title: President

CYPRUS MINERALS COMPANY

By G. J. Malys
Title: Senior Vice President and Chief Financial Officer

RTZ AMERICA INC.

By Arthur L. Glass
Title: President

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ANNEX A

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
BALANCE SHEET
DECEMBER 31, 1991

Assets

Current Assets
Cash on Hand
Cash in Banks

Cash and Equivalents

Accounts Receivable Trade
Accounts Receivable – Trade Allowance
Accounts Receivable Miscellaneous
Accounts Receivable Miscellaneous – Allowance
Accounts Receivable State Income Tax
Accounts Receivable Employees/Agents
Royalties Receivable

A/R Net

Inventories – Crude @ Standard
– Finished Goods @ Standard
Overhead in Inventory
Inventory Reserve – Standard to Actual

Product Inventory

Materials and Supplies Inventory
Materials and Supplies Inventory – Reserve

Materials and Supplies Inventory

Prepaid Taxes
Prepaid Insurance
Prepaid Expenses Other
Other Deferred Current Assets

Prepaid Expenses

Total Current Assets

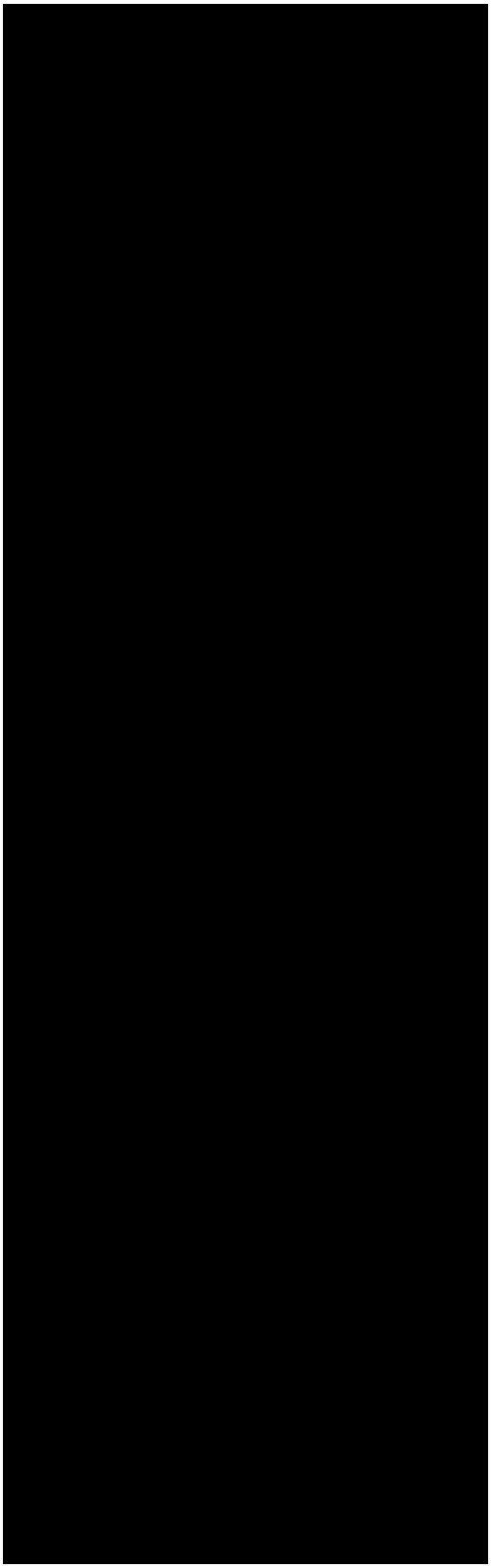
Land Cost
Land Lease/Rights Miscellaneous
Mine Development
Depreciable Assets
Construction In Process
Excess Cost
Land Lease/Rights Accumulated Depreciation
Mine Development Accumulated Depreciation
Depr Assets Accumulated Depreciation
Excess Cost Accumulated Amortization

Net PP&E

Equity Basis Investments
Noncurrent Receivables
Noncurrent Receivables – Allowance
Acquired Value of Purchase Contract
Noncurrent Pre–Acquisition Cost
Noncurrent Patents
Noncurrent Assets – Other

Investments & Other Assets

Total Assets



REDACTED DOCUMENT

Liabilities & Shareholder's Equity

Current Liabilities
Current Portion Long Term Debt – New Fane

Accounts Payable Trade
Accounts Payable Other
PR Deductions – Savings Plan
– Union Withholding
– Insurance Withholding
– Garnishments
– Other

Accounts Payable

Accrued Payroll
Accrued Bonuses
Accrued Vacations & Holidays
Accrued Medical Insurance
Accrued Dental Insurance
Accrued Workers' Compensation
Accrued Benefit Contributions
Accrued Royalties
Accrued Commissions
Accrued Freight
Other Accrued Liabilities

Accrued Liabilitee

Sales & Use Tax Payable
Other Taxes Payable
Property Tax Payable
Payroll Taxes – Employer Contribution
Payroll Deductions – Tax Withholding
State Income Tax Payable

Taxes Payable

Total Current Liabilities

Long Term Debt – NewFane

Deferred Foreign Income Tax

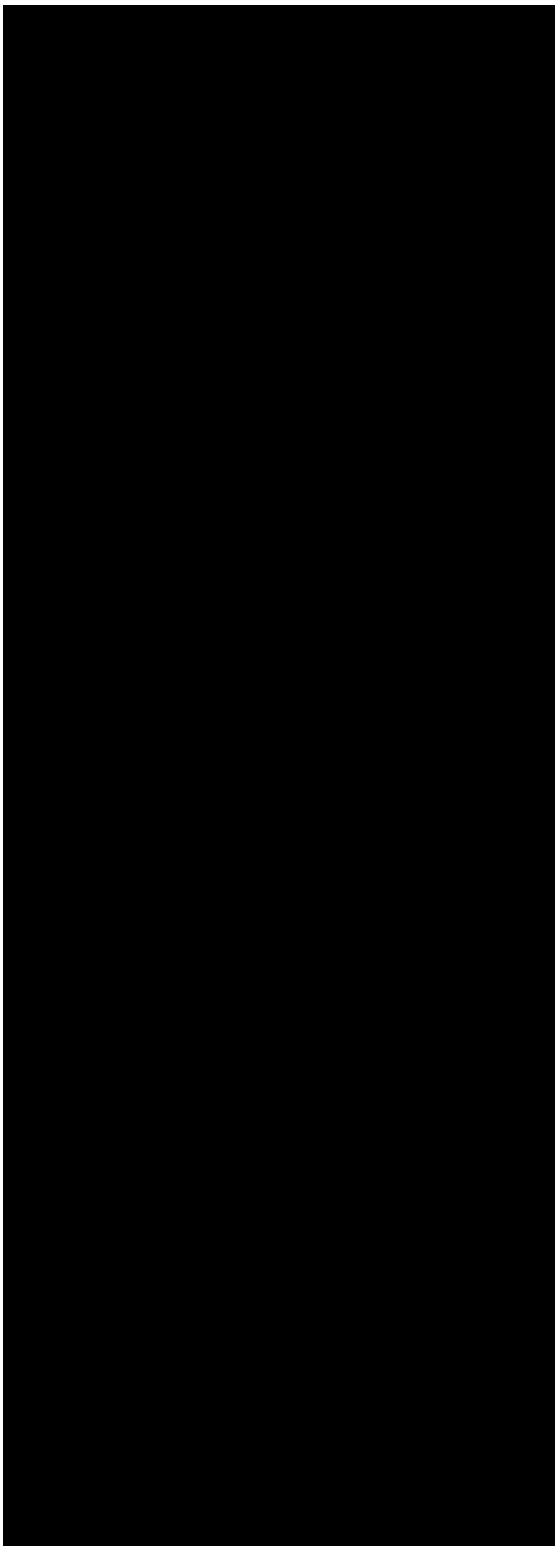
Land Reclamation Reserve
Other Noncurrent Liabilities
Minority Interest

Other Long–Term Liabilities

Intercompany Shareholders' Equity
Retained Earnings
Foreign Currency Translation

Total Shareholders' Equity

Total Liabilities & Equity



REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
INCOME STATEMENT
FOR THE YEAR ENDED 12/31/91

Revenues
Talc Sales

Other Revenues
Royalty Income
Gain (Loss) on Asset Sales
Interest Income
Foreign Currency Gain (Loss)
Miscellaneous

Total Other Revenues

Total Revenues

Costs and Expenses
Cost of Goods Sold and Operating Expenses

Taxes Other Than Income
Property Tax
Sales and Use Tax
Export and Import Tax
Other Taxes

Total Taxes Other Than Income

Materials and Supplies Inventory Write–Down
Other Miscellaneous Expenses
Selling and Administrative Expenses

Depreciation and Amortization
Depreciation
Amortization

Total Depreciation and Amortization

Total Costs and Expenses

Operating Income

Exploration
Interest Income
Interest Expense
Gains (Losses) on Equity Investments
Minority Interests

Net Income Before Taxes

Income Taxes
State and Other
Foreign – Current
Foreign – Deferred

Total Other Taxes

Net Income Before Federal Income Taxes

[redacted]

REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 1991

Cash Flows from Operating Activities	
Net Income	[redacted]
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Depreciation, Depletion, and Amortization	
Deferred Income Taxes	
Gain on Sale of Assets	
Other	
Changes in Assets and Liabilities:	
(Increase) in Accounts and Notes Receivable	
Decrease in Inventories	
Decrease in Prepaid Expenses	
Increase in Current Liabilities	
Decrease in Investments and Other Assets	
(Decrease) in Other Liabilities	
Net Cash Provided by Operating Activities	
Cash Flows from Investing Activities	
Capital Expenditures	
Proceeds from Sale of Assets	
Net Cash Used for Investing Activities	
Cash Flows from Financing Activities	
Payments on Long–Term Debt	
Net Cash Used for Financing Activities	
Net Increase (Decrease) in Cash and Equivalents	
Cash and Equivalents at Beginning of Year	
Cash and Equivalents at End of Year *	

*Cash	
Intercompany Shareholders Equity	[redacted]
Cash and Equivalents	

REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
BALANCE SHEET
MARCH 31, 1992

Assets
======
Current Assets
Cash on Hand
Cash in Banks

Cash and Equivalents

Accounts Receivable Trade
Accounts Receivable – Trade Allowance
Accounts Receivable Miscellaneous
Accounts Receivable Miscellaneous – Allowance
Accounts Receivable –Tax Refunds
Accounts Receivable Employees/Agents
Royalties Receivable

A/R Net

Inventories – Crude @ Standard
– Finished Goods @ Standard
Overhead in Inventory

Product Inventory

Materials and Supplies Inventory
Materials and Supplies Inventory – Reserve

Materials and Supplies Inventory

Prepaid Taxes
Prepaid Insurance
Prepaid Expenses Other
Other Deferred Current Assets

Prepaid Expenses

Total Current Assets

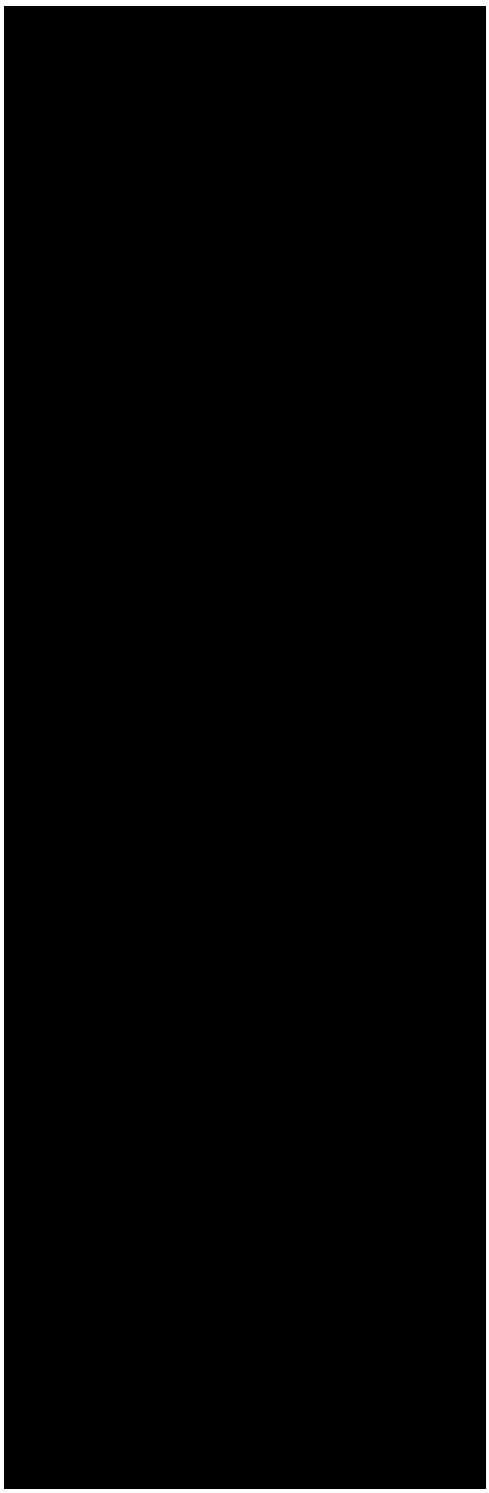
Land Cost
Land Lease/Rights Miscellaneous
Mine Development
Depreciable Assets
Construction in Process
Excess Cost
Land Lease/Rights Accumulated Depreciation
Mine Development Accumulated Depreciation
Depr Assets Accumulated Depreciation
Excess Cost Accumulated Amortization

Net PP&E

Equity Basis Investments
Noncurrent Receivables
Noncurrent Receivables – Allowance
Acquired Value of Purchase Contract
Noncurrent Pre–Acquisition Cost
Noncurrent Patents
Noncurrent Assets – Other

Investments & Other Assets

Total Assets



REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
BALANCE SHEET
MARCH 31, 1992

Liabilities & Shareholder's Equity

Current Liabilities
Current Portion Long Term Debt – New Fane

Accounts Payable Trade
Accounts Payable Other
PR Deductions – Savings Plan
– Union Withholding
– Insurance Withholding
– Garnishments
– Other

Accounts Payable

Accrued Payroll
Accrued Bonuses
Accrued Vacations & Holidays
Accrued Medical Insurance
Accrued Dental Insurance
Accrued Workers' Compensation
Accrued Benefit Contributions
Accrued Royalties
Accrued Commissions
Accrued Freight
Accrued Pension
Other Accrued Liabilities

Accrued Liabilites

Sales & Use Tax Payable
Other Taxes Payable
Property Tax Payable
Payroll Taxes – Employer Contribution
Payroll Deductions – Tax Withholding
State Income Tax Payable

Taxes Payable

Total Current Liabilities

Long Term Debt – NewFane

Deferred Foreign Income Tax

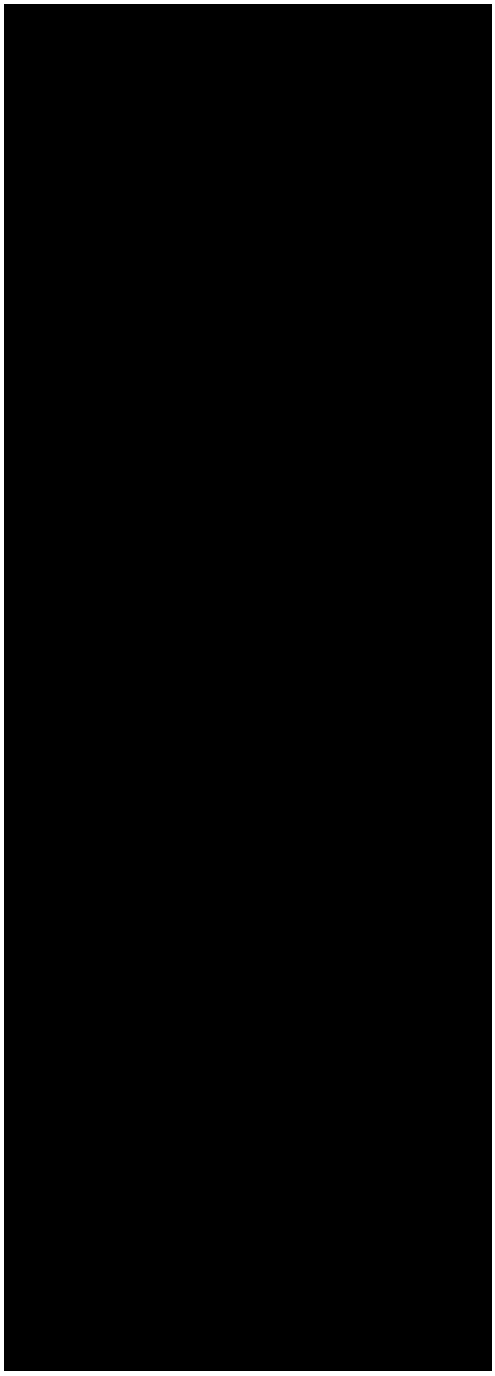
Land Reclamation Reserve
Other Noncurrent Liabilities
Minority Interest

Other Long–Term Liabilities

Intercompany Shareholders' Equity
Retained Earnings
Foreign Currency Translation

Total Shareholders' Equity

Total Liabilities & Equity



REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
INCOME STATEMENT
FOR THE PERIOD ENDED 3/31/92

Revenues

Talc Sales

Other Revenues
Royalty Income
Gain (Loss) on Asset Sales
Interest Income
Foreign Currency Gain (Loss)
Miscellaneous

Total Other Revenues

Total Revenues

Costs and Expenses

Cost of Goods Sold and Operating Expenses

Taxes Other Than Income
Property Tax
Sales and Use Tax
Export and Import Tax
Other Taxes

Total Taxes Other Than Income

Selling and Administrative Expenses

Depreciation and Amortization
Depreciation
Amortization

Total Depreciation and Amortization

Total Costs and Expenses

Operating Income

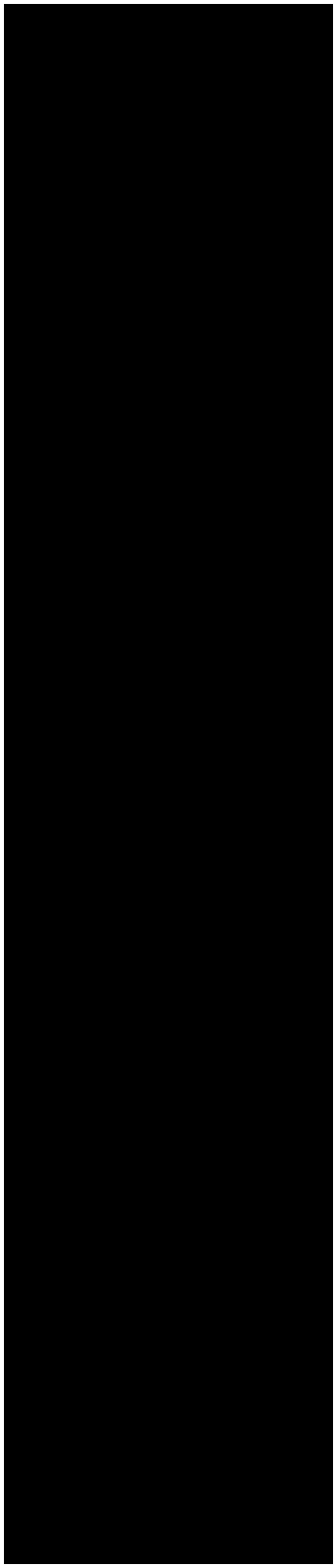
Exploration
Interest Income
Interest Expense
Gains (Losses) on Equity Investments
Minority Interests

Net Income Before Taxes

Income Taxes
State and Other
Foreign – Current

Total Income Taxes

Net Income Before Federal Income Taxes



REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
STATEMENT OF CASH FLOWS
THREE MONTHS ENDED MARCH 31, 1992

Cash Flows from Operating Activities	
Net Income	
Adjustments to Reconcile Net Income to Net Cash	
Provided by Operating Activities:	
Depreciation, Depletion, and Amortization	
Gain on Sale of Assets	
Other	
Changes in Assets and Liabilities:	
(Increase) in Accounts and Notes Receivable	
Decrease in Inventories	
Decrease in Prepaid Expenses	
(Decrease) in Current Liabilities	
(Increase) in Investments and Other Assets	
(Decrease) in Other Liabilities	
Net Cash Provided by Operating Activities	
Cash Flows from Investing Activities	
Capital Expenditures	
Proceeds from Sale of Assets	
Net Cash Used for Investing Activities	
Cash Flows from Financing Activities	
Payments on Long–Term Debt	
Net Cash Used for Financing Activities	
Net Increase (Decrease) in Cash and Equivalents	
Cash and Equivalents at Beginning of Year	
Cash and Equivalents at End of Period *	

[redacted]

*Cash
Intercompany Shareholders Equity

Cash and Equivalents

[redacted]

REDACTED DOCUMENT

Notes to Financial Statements:

Note 1. The balance sheet as of December 31, 1991, and income statement and net cash flows statement for the year ended December 31, 1991, for Cyprus Industrial Minerals -- Talc Only, reflect the same financial entities as Cyprus Talc Company (Newco) that was formed April 1, 1992, except for the exclusion from the referenced financial statements of the Montana net proceeds tax liability of [redacted] and the financial reserve for the sale of the division recorded in December 1991 business on the division's elimination company books (company number 094).

Note 2. Certain minor reclasses have been made on the balance sheet as of December 31 in Annex A to more appropriately reflect the detailed balances in the proper accounts. Two reclasses to correct the year-end recorded balances were made that impacted current assets and current liabilities: [redacted] for CMVDU's was reclassed from current assets to fixed assets, and [redacted] was reclassed from reclamation reserve (current) to land reclamation reserve (long-term).

Note 3. The Accounting Principles in Annex B are an integral part of the notes to these financial statements.

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ANNEX B

Accounting Principles

Cyprus Talc Company (Newco) conforms to the Cyprus Minerals Company Accounting Policy Manual and is in accordance with U.S. GAAP to the extent they apply. Newco is accounted for as a wholly owned subsidiary of Cyprus Minerals Company, and therefore certain accounting practices are reflected at the parent company consolidation level. Significant exclusions from Newco's financial statements are:

a) federal income tax expense is recorded and reported at the parent company consolidation level and state income tax expense is reported at the parent company for operating earnings but is included in the Financial Statements in Annex A;

b) interest income and expense and exploration expense is not normally recorded at the subsidiary level but reported at the parent level. The income statement in Annex A does, however, reflect inclusion of interest income and expense and exploration expense to more adequately reflect these effects on a stand-alone basis;

c) pension, medical, federal income tax assets/liabilities are recorded and reported at the parent company level;

d) financial statements include intercompany accounts that are settled bi-annually, and are reflected in shareholders' equity.

In addition, Cyprus has not yet adopted FASB 109, or 106 while FAS 96 was adopted retroactively to 1989 and recorded/reported at the parent level of consolidation. The Cyprus Minerals Company Accounting Policy Manual and specific accounting procedures for Cyprus Talc Company in effect as of May 28, 1992 have been provided to Buyer and would be collectively the Accounting Principles for determination of the Working Capital of the Companies. A summary of the significant accounting principles of Newco as prepared for this special purpose are as follows:

REDACTED DOCUMENT

Accounts Receivable

The Division maintains a reserve for doubtful accounts that accommodates prior historical losses and current sales level. The percentage is adjusted periodically on the basis of the accounts receivable balance and an analysis of the reserve. Beginning in 1991, the accounts of customers that have gone into bankruptcy are fully reserved and reclassified to long-term. Other past due accounts are sent to collections when the customer fails to respond or cooperate with written requests. In the past three years, there have been less than ten accounts sent to collections.

Intercompany Billings/Accounts

The Division receives charges/credits for transactions and services with and between other Cyprus subsidiaries. These are recorded in several different accounts to segregate the type of charges.

Intercompany accounts are "settled" twice annually by one of the following transactions between the subsidiary and parent; a dividend, a return of capital, a contribution of capital or a note payable. Several of the general ledger companies are divisions rather than subsidiaries of Cyprus Mines and the intercompany balances are not settled. The intercompany accounts of the foreign subsidiaries have not been "settled" due to foreign tax considerations.

Material & Supply Inventories

Material and supply inventories include spare parts, fuel, oil, tires and other items required to sustain ongoing operations. Major spare parts, those costing more than [redacted] are capitalized and amortized over the life of the applicable machine. Inventory items are generally valued on a FIFO basis. Material and supply inventories are carried on the balance sheet at the lower of the purchase price or fair value. Adjustments to the carrying value are recorded in a reserve for obsolete or slow moving stock. At a minimum, the reserve should equal the value of any obsolete items and ten percent of the value of all other items.

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Product Inventories

Product inventories at most locations utilize the lower of standard cost or market in valuing crude, in process and finished good inventories. Standard costs include all direct production costs at the mine, the mill, the warehouse and sorting locations. Standard costs also include transportation and regional administrative costs. The basic premise is that a cost that either benefits or is incurred for a production activity is to be included in the inventory values.

Standard costs are developed during the annual budget cycle and reviewed mid-year to determine their accuracy. Should the difference be material, it is recorded and amortized over the remainder of the year. At year-end, product inventories are re-valued from standard to actual. In January, product inventories are revalued from the prior year actual to the current year standards. Any difference in value is amortized over a varying number of months depending on materiality.

Division headquarter expenses (excluding selling, new processes and resource development) are also inventoriable costs. These costs are not charged out to the operations but an appropriate portion is recorded to inventory as required under U.S. federal tax code. Cyprus Minerals Company accounting policy provides that any costs that are corporate stewardship in nature are not charged out. Costs for operational support, i.e. functions that benefit the operating location and that would have to be performed at the operating location if not performed by Newco or the parent company personnel. All parent company charges for Newco operations are recorded at the Newco division level and become a part of Newco division headquarters expense. These amounts are reviewed mid-year to determine their accuracy.

Inventory quantities are estimated (for crude, silo and in-process material) or counted (for packaged materials) monthly. At a minimum, a physical inventory using counts, weights, or a survey, in the case of large crude stockpile quantities, is performed once a year on November 30.

Prepaids

Prepaid expenses represent expenditures that have been made for future periods of one year or less. Costs are amortized over the period benefited. Expenses that may be prepaid include taxes, insurance, or rent.

REDACTED DOCUMENT

Property, Plant and Equipment

Items of property, plant and equipment that cost more than [redacted] with a life of three years or more are capitalized. Items not meeting this criteria are expensed. Mine development costs incurred to develop new ore bodies, expand the capacity of operating mines, or develop areas more than six months in advance of current production are capitalized and generally charged to operations on a unit-of-production method. Mobile mining equipment and most other assets are depreciated on a straight-line basis over their estimated useful life. Intercompany transfers of equipment are recorded at the lower of fair market value or net book value.

Equity Investments

Cyprus accounts for it's investment in Nihon Mistron Company on the equity method. The earnings are recorded monthly based on prior months results. Cyprus also earns income from the use of the Mistron Vapor trademark, and the non-use of Yellowstone crude.

Other Non-current Assets

Costs associated with securing a patent are capitalized and amortized over the shorter of its legal life or useful life. Should the cost be less than [redacted] it is expensed.

Pre-acquisition costs are incremental costs in connection with an acquisition and are amortized over five years.

Accounts Payable

Accounts payable represent known liabilities to Cyprus' creditors and arise from everyday transactions. The largest volume of trade payables originate from the accounts payable system although a fair number are related to payroll withholdings.

REDACTED DOCUMENT

Accrued Liabilities

Most employees are eligible for vacation after one year of employment. The vacation liability is recorded in either one of two ways. The first is to have an accrual equal to a full year's liability. The basic premise is that as vacations are taken, vacations are also earned and the difference between the two is immaterial. Vacations are charged to expense as they are taken. The second way that vacation expense/accrual is accounted for is to have two separate accruals; one for the current year and one for the previous year. As vacations are taken, they are charged against the prior year accrual and as vacations are earned, they are expensed and recorded to the current year's liability.

An accrual equal to the present value of known worker's compensation claims is recorded on each company's ledger. It represents the anticipated payments for lost wages and settlements and does not cover legal, medical or administrative costs. These costs are expensed as incurred.

State, local and foreign income taxes are included on the ledgers of the companies. A liability is established as soon as the taxes are owed and the amount can be reasonably estimated. The federal tax return is filed on a Cyprus Minerals Company consolidated basis and the liability is not carried on the balance sheets of Newco. Property taxes payable are on the general ledgers of the individual operations and represent either the current or previous year's liability depending upon municipality and payment schedule.

Pension assets and liabilities are not recorded on the balance sheet of Cyprus Talc Company, but are recorded at the Cyprus Minerals Company level. Cyprus Minerals Company has not yet adopted FAS 106 and retiree medical expense is recorded on an as-incurred basis.

Costs related to the shutdown or reclamation of a facility are provided for in the last five years of the facility closing. The balance of [redacted] on the books at year-end represents reserves that were established before the current accounting policy was developed.

REDACTED DOCUMENT

Foreign Currency

Amounts in foreign currencies are translated into U.S. dollars using the procedures specified in SFAS No. 52. In applying the procedures, the Belgian franc and Spanish peseta are the functional currencies.

Accounting Responsibilities

For the operations, the accounting and general ledger responsibilities reside at the field locations. The division accounting staff provides support to the field locations for sales accounting, cash collection/accounts receivable, management reporting, product costing analysis, financial analysis for projects less than [redacted], earnings analysis and verification, warehouse accounting, fixed asset accounting, accounts payable, budget preparation, general ledger and account maintenance, business analysis, and other management and sales support.

European accounting is provided in Ghent and an abbreviated general ledger is faxed to Denver each month for reconciliation of the intercompany transactions and entry into the general ledger. Malaga accounting is provided locally on a PC based system with results faxed to Denver as well.

Consolidation

CIM's accounts are consolidated by financial company and location as shown on the attached chart. An elimination corporation (094) is used to eliminate profits on intercompany sales held in inventory, principally from the U.S. to Europe. All other transfers between operations domestically are at standard cost.

Charge-Outs

Ghent and DIMTA/Malaga results are fully consolidated into CIM's accounts, with a five percent minority interest reported at the Cyprus Minerals Consolidated level for Malaga. Nihon Mistron's results are reported on an equity basis and are reported at the Cyprus Minerals Consolidated level. Any interest income or expense is also reported at the Cyprus Minerals Consolidated level.

REDACTED DOCUMENT

Financial Statement Presentation

The accompanying balance sheet, income statement and net cash flow statements do not include the [redacted] write-down of assets and the accrued [redacted] Montana Net Proceeds Tax liability. In addition, the [redacted] loss in 1991 associated with non-talc discontinued operations has been excluded.

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ANNEX C

Hamm Underground Mine Property

REDACTED DOCUMENT

Wind P. 378
Surface Rights

of Windham *in the County of* Windham

and State of Vermont *Grantor , in the consideration of*

- - - - - - - - [redacted] - - - - - - - - - - - - - - - - - - *Dollars*

paid to our full satisfaction by Vermont Talc Co., a Maine Corporation duly authorized to do business in the State of Vermont, with an office and place of business at Chester

~~of~~ *in the County of* Windsor

and State of Vermont *Grantee , by these presents, do*

freely **Give, Grant, Sell, Convey and Confirm** *unto the said Grantee,*

Vermont Talc Co.

and its successors ~~assigns~~ *and assigns forever, a certain piece of land in* the Town of Windham *in the County of* Windham *and State of Vermont, described as follows, viz:*

Being a portion of the lands and premises conveyed to Morton H. Waite by deed of Clifton G. Landman dated November 27, 1961 and recorded in Windham Land Records and bounded and described as follows:

Beginning at an iron stake in the northeasterly line of the highway known as Chester R.F.D. #1, said point of beginning being located 2,480 feet southeasterly along the northeasterly line of said highway from the west corner of the parcel of land conveyed to Morton H. Waite by deed of Clifton G. Landman dated November 27, 1961; thence northeasterly along lands of said Morton H. Waite, 1,335 feet, more or less, to an iron stake; thence easterly in the north line of lands now owned by Morton H. Waite to the northeast corner thereof; thence southerly, westerly and southerly along lands now owned by said Morton H. Waite to the highway; thence northwesterly along the highway to lands now or formerly of Saunders; thence northerly and westerly along said land of said Saunders to the highway; thence northwesterly along the highway to the point of beginning.

Subject, nevertheless, to the mineral deposits and rights conveyed to George H. Chedel by deed of Warren H. Rhoades and wife dated October 27, 1906 and recorded in Windham Land Records in Book 11 at page 159 now owned by Vermont Talc Co.

REDACTED DOCUMENT

~~their heirs~~ ~~and assigns~~ in the County of Grantee, have REMISED, RELEASED,
AND FOREVER QUIT-CLAIMED *unto the said*

Vermont Talc Company

WAIVED/Chedel/Sanders
Mineral Rights

all right and title which

I. the said Donald F. Coburn

Mineral rights
certain/~~pieces of land~~ Windham *or my heirs have in, and to a*
County of Windham *in the*
follows, viz: *and State of Vermont, described as*

Being all and the same rights amd priveleges as were deeded by Warren H. Rhoades to the said George Chedel by Warranty deed dated October 27th, 1906 and recorded in Book 11, page 159 of Windham Land Records. Being described in said deed as follows:

It being all the mines. minerals and mining deposits in land lying on the east side of the main road leading from the schoolhouse to A.L. Stones and passing by the House we now live. Together with the right of entering upon the said land for the purpose of mining and removing the same. Meaning hereby that no tresspass shall be claimed by us. for passing over the said land or for the entry of this grantees heirs or assigns, or their servants or agents. Meaming to convey to this grantee all claim which we have in said mines and minerals in all the land we own on the east side of the said road mentioned aforesaid together with the right of entry thereon. Reserving to ourselves the sum of ten cents for each ton of talc soapstone and other minerals mined and sold by this grantee. Also the privelege of erecting buildings for mining purposes only on the said land. These grantors to have the right to keep gates around the pasture.

Notice of the tax sale is dated August 10, 1955 and is recorded in Book 15, Page 472 and return of said sale is recorded in Book 15, Page 496 and is dated September 16, 1955. Book 15 being Windham Land Records.

TO HAVE AND TO HOLD all *right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said*

Vermont Talc Company

AND FURTHERMORE ~~I~~ its successors *the said* Donald F. Coburn ~~heirs and assigns~~ *and assigns forever.*

heirs, executors and administrators, covenant with the said *do for* myself and my

Vermont Talc Company

REDACTED DOCUMENT

McCandless Lease

APPENDIX A

Lands and Premises Under Lease From McCandless to OMYA

Parcel A

Beginning at a point at the south end of a stone wall which point marks the southeast corner of lands of OMYA, Inc.; thence N 11° 20' E a distance of eight hundred forty-five (845) feet, more or less, to a point; thence S 61° 43' E a distance of five hundred eighteen (518) feet, more or less, to a point; thence S 58° 30' E a distance of seven hundred (700) feet, more or less, to a point; thence S 26° 15' E a distance of seven hundred seventeen (717) feet, more or less, to a point; thence S 46° 25' E a distance of two hundred fifty-one and 5/10 (251.5) feet, more or less, to a point which said point marks the northeast corner of remaining lands of McCandless; thence in a northwesterly direction in a straight line course a distance of one thousand eight hundred fifty (1850) feet, more or less, to the point and place of beginning.

Parcel B

Beginning at a point at the south end of a stone wall which point marks the southeast corner of lands of OMYA, Inc. and which also marks the point and place of beginning of Parcel A hereinabove described; thence in a southeasterly direction in a straight line course in and along the southerly boundary of said Parcel A a distance of three hundred (300) feet, more or less, to a point; thence S 12° 13' W a distance of one thousand seventy-five (1075) feet, more or less, to a point in the northerly edge

REDACTED DOCUMENT

of the right-of-way of Town Road #3; thence in a northwesterly direction in and along said right-of-way to a point which point marks the southeasterly corner of lands now or formerly of Saunders; thence N 12° 13' E in and along said Saunders easterly boundary line a distance of nine hundred seven (907) feet, more or less, to the point and place of beginning.

Parcel C

Beginning at a point in the south end of a stone wall which point marks the southeast corner of lands now or formerly of Hamm; thence S 12° 55' W in an imaginary continuation of said stone wall a distance of one thousand one hundred seventy-five (1175) feet, more or less, to a point which said point is located approximately five hundred (500) feet northerly of the northerly edge of the right-of-way of Route #121; thence in a southwesterly direction in a straight line course a distance of one thousand one hundred seventy (1170) feet, more or less, to a point ~~in the north end of a stone wall which point is~~ located in the easterly boundary line of lands now or formerly of Dietrich; thence N 9° 55' E in and along said Dietrich's easterly boundary line a distance of one thousand eight hundred (1800) feet, more or less, to a point; thence N 48° 25' E a distance of ninety-eight (98) feet, more or less, to a point in a stone wall which point is located in the southerly boundary line of said lands of Hamm; thence S 59° 02' E in and along said Hamm's southerly boundary line a distance of one thousand two hundred sixty (1260) feet, more or less, to the point and place of beginning.

Approximately five hundred (500) feet northerly of the northerly edge of the right-of-way of Route # 121

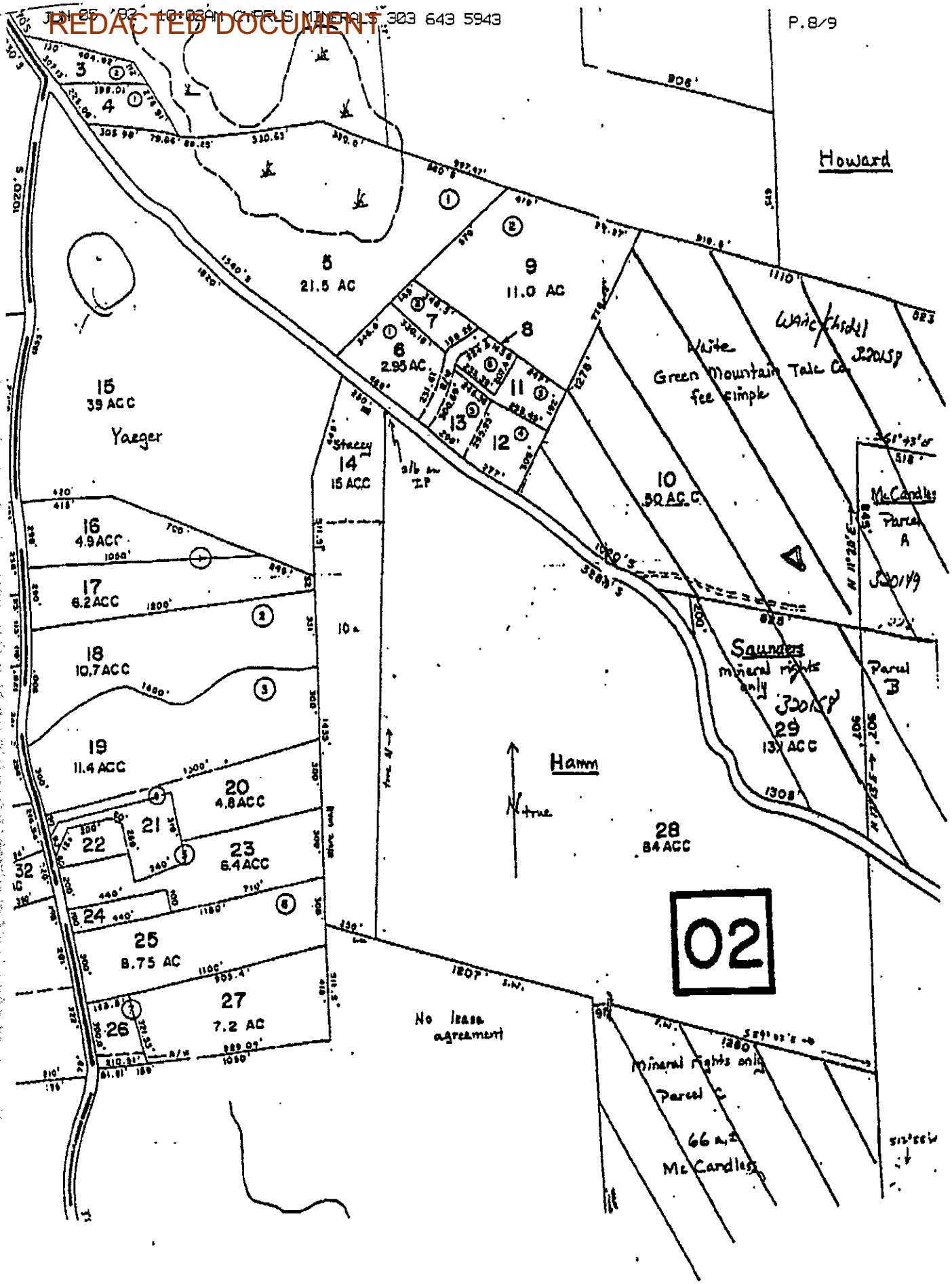
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Being a portion of the lands formerly of C. H. McCandless and Lois Wood McCandless and now of Byron W. McCandless and Mary B. McCandless. Reference is had to the deed recorded at Book 17 and Page 248 of the Land Records of the Town of Windham for a more complete description. Assistance in determining the locations and boundaries of the respective parcels may be had by reference to the map attached hereto and drawn by B. W. McCandless and C. H. McCandless dated October 23, 1962.

RECORDING DATA

WINDHAM , VERMONT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
FEBRUARY 8, A.D., 1982
At 9 o'clock 30 minutes A.M.
And Recorded in Windham Land Records
Book # 21, Pages 98 & 99. In accordance with
VSA Title 27 Chapter 17 section 1404 at the
discretion of Town Clerk the attached map is
not recorded.
ATTEST: Carol C. Merritt TOWN CLERK
Carol C. Merritt

REDACTED DOCUMENT



REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.2

CIMC GHENT

The Agreement may be subject to notifications to the Belgian Ministries of Economic Affairs, Regional Economy and Finance, pursuant to Article 36 of the Belgian Law of December 30, 1970.

REDACTED DOCUMENT

SCHEDULE 5.2

MISTRON MINERALIEN GMBH

The Agreement may be subject to the notification of and scrutiny by the German Federal Cartel Office (Bundeskartellamt).

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SCHEDULE 5.2

Attached to and made a part of that certain Stock Purchase Agreement dated _____, 1992 between Cyprus Mines Coporation and RTZ America, Inc.

The following agreements require the consent of the landowner/leaseholder prior to the Company's assignment or transfer, and for which the consent to assign or transfer is not permitted by landowner/leaseholder, or the assignment has been granted on a conditional basis:

1. Special Use Permit issued by the Forest Service, U. S. Department of Agriculture to United Sierra Division of Cyprus Mines Corporation, dated April 20, 1971, for the operation and maintenance of a water transmission pipeline to furnish water for domestic and mine use on lands located in Madison County, Montana, as further described in Schedule 5.8-3a to the Agreement.

2. Agreement between Norfolk Southern Railway Company, successor in interest to Southern Railway Company, and Cyprus Mines Corporation dated April 1, 1981, for use of an industrial track at the Talladega County, Alabama operation, as further described in Schedule 5.8-3a to the Agreement, assigned to Cyprus Talc Corporation effective April 30, 1992, subject to Cyprus Talc Corporation executing a new agreement with Norfolk within 90 days of Norfolk's presentation of a new agreement.

3. Standard Commercial Lease dated June 1, 1988 between Vantex Management Company, Inc. and Cyprus Minerals Company covering office building/laboratory space located at Highland Tech, 8985 East Nichols Avenue, Suite 300, Englewood, CO, 80112.

4. Standard Commercial Lease dated May 29, 1990 between Vantex Management Company, Inc. and Cyprus Minerals Company covering office building/laboratory space located at Highland Tech, 8985 East Nichols Avenue, Suite 310, Englewood, CO 80112.

REDACTED DOCUMENT

SCHEDULE 5.2

Other

1. Consent must be obtained from the non-Cyprus shareholders for the transfer of the shares of Nihon Mistron Company or such transfer will be subject to the exercise of pre-emptive rights by the non-Cyprus shareholders.

2. The transfer to the Buyer of the Talc Supply agreement between Cyprus Windsor Minerals Corporation, Johnson & Johnson Baby Products Company, and Johnson & Johnson Consumer Products, Inc. cannot be assigned without the consent of Johnson & Johnson Baby Products Company and Johnson & Johnson & Johnson Consumer Products, Inc.

3. Seller has been informed by Gwalia Consolidated Ltd. that the transfer by Seller to the Buyer of the Talc Purchase contract between Cyprus Industrial Minerals Company, a Division of Cyprus Mines Corporation, Gwalia Consolidated Ltd., and Gwalia Minerals N.L., is subject to the consent of Gwalia Consolidated Ltd. and Gwalia Minerals N.L.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.3

REDACTED DOCUMENT

NIHON MISTRON COMPANY, LTD.

Work Location:	Nihon Mistron Co., Ltd. Headquarters: To-Nichi Building, 10th Floor 2-31 Roppongi, 6-Chome Minato-Ku, Tokyo 106, Japan Suzuka Plant: 1606-11 Tsubaki Ichimiya-cho Suzuka, Mie Pref. Japan Tomakomai Plant: 145-203 Aza Yufutsu Tomakomai, Hokkaido Japan
Mailing Address:	To-Nichi Building, 10th Floor 2-31 Roppongi, 6-Chome Minato-Ku, Tokyo 106, Japan
Incorporation:	
State	Tokyo, Japan
Date	October 20, 1973
Existence	Perpetual
Annual Stockholders' Meeting:	
Date	November-January of each year
Location	To-Nichi Building 2-31 Roppongi, 6-Chome Minato-Ku, Tokyo 106, Japan
Resident Agent in State of Incorporation:	None
Qualified to Do Business In:	Primarily in Japan
Capital Stock:	
Authorized	
Common	[redacted]
Preferred	
Outstanding	
Common	
Preferred	
Ownership	
Common*	
Preferred	

NOTE: *Foreign requirements.*

*Cyprus has the contractual right to buy one share from Kasho at any time Cyprus desires.

REDACTED DOCUMENT

NIHON MISTRON COMPANY LTD.

Officers:

Chairman	H. T. Mulryan	November 16, 1987
President	P. C. Wolf	November 16, 1987
Auditor	F. F. Beyl	November 16, 1987
Auditor	F. Sobue	November 16, 1987

Directors:

Cyprus	H. T. Mulryan	October 20, 1973
Cyprus	L. D. Murino	July 1, 1985
Cyprus	G. P. Pearson	December 2, 1985
Cyprus	P. C. Wolf	November 16, 1987
Kasho	M. Onishi	December 2, 1985
Sobue	K. Sobue	October 20, 1973
Kasho	K. Asahara	November 16, 1987
Kasho	H. Seya	November 16, 1987

REDACTED DOCUMENT

SCHEDULE 5.3

DIMTA, S.A.

The issued capital stock of DIMTASA is of [redacted], divided in two series, A and B.

Series A is composed of [redacted] registered shares of [redacted] of face value, fully paid-in and numbered from [redacted], both inclusive. These shares do not belong to CYPRUS INDUSTRIAL MINERALS CORPORATION, but a call option on such shares is granted for the sole benefit of said company. This call option may be exercised from 30th September 1995 until 31st December 1995, both dates inclusive. Likewise, these shares are pledged in favor of CYPRUS INDUSTRIAL MINERALS CORPORATION as security for the owner's obligations under the share purchase agreement dated as of 29th July 1988. The voting rights of these shares belong to CYPRUS INDUSTRIAL MINERALS CORPORATION.

Series B is composed of [redacted] registered shares of [redacted] of face value, paid up to [redacted] and numbered from [redacted], both inclusive. These shares belong to CYPRUS INDUSTRIAL MINERALS CORPORATION. These shares are free and clear of any liens or encumbrances.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.5

NONE

REDACTED DOCUMENT

REDACTED DOCUMENT

AVERY® Allstate LEGAL INDEX EXHIBIT DIVIDERS

SCHEDULE 5.6

REDACTED DOCUMENT

SCHEDULE 5.6

DIMTA, S.A.

In accordance with the Third Transitory Provision of Royal Legislative Decree 1564/1989 (the "Corporations Law"), the by-laws of DIMTASA have to be adapted to said Law and recorded with the Commercial Registry before 30th June 1992. Failure to do so will entail that the directors of DIMTASA may incur into personal, joint and several liability with the company for all the company's debts. Fines of up to [redacted] may be imposed to DIMTASA. The competent corporate body for adapting the by-laws of DIMTASA is the General Shareholders' Meeting.

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REDACTED DOCUMENT

SCHEDULE 5.7

NONE

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8

REDACTED DOCUMENT

SCHEDULE 5.8

DIMTA, S.A.

REAL PROPERTY OWNED BY DIMTASA:

(i) A plot of land located in Campanales, Mijas, recorded with the Land Registry of Mijas, Volume 430, Fold 178, Real Estate 10.363-N. This plot of land was contributed to DIMTASA on 25th April 1985, when the company was incorporated.

(ii) A plot of land located in Colmenar del Río de las Posadas, Mijas (Málaga), purchased by DIMTASA on 29th July 1988 by virtue of a private agreement raised on that same date to the status of a public deed. The recording with the Land Registry of this plot of land is still pending since it is necessary to obtain previously the recording of the ownership to this property on the name of the sellers. DIMTASA's title to the property is fully legal and protected. The recording of this title at the Land Registry should not be problematic although certain formalities need to be complied with before the recording is effective.

MINING RIGHTS OWNED BY DIMTASA:

	NAME	DATE OF GRANTING
6.297	Ampliación a Rafaela	03.04.1985
1.908	Rafaela	18.02.1986
6.262	Tres amigos	02.10.1984
6.298	Alegría	07.06.1989
6.289	Dos hermanas	07.06.1989
5.950	Por fin	15.09.1962
5.942	Esperanza 1ª	29.09.1961
5.942	Esperanza 2ª	29.09.1961
6.018	Inesperada	28.02.1967
6.446	Cyprus 1ª	05.11.1991
6.466	Cyprus 2ª	05.11.1991
----	Demasfa a tres amigos	Right applied for

REDACTED DOCUMENT

CIMC GHENT

(a) (iii) Ghent facilities (land): Lease Agreement (concession) between the City of Ghent and CIMC, dated April 7, 1992 for the lease of a plot of land in Ghent.

(a) (iii) Ghent warehouses: Lease Agreement between N.V. Sogatra and CIMC, dated February 1, 1992, and Lease Agreement between N.V. Sograta and CIMC, dated June 6, 1991.

REDACTED DOCUMENT

REAL PROPERTY SCHEDULE 5.8

REDACTED DOCUMENT

SCHEDULE 5.8

Index

"Permitted Exceptions"

Schedule 5.8-1a - Fee Property

Schedule 5.8-1b - Fee Property, Unpatented Millsite Claims

Schedule 5.8-1c - Fee Property, Patented Mining Claims

Schedule 5.8-2a - Mineral Property

Schedule 5.8-2b - Mineral Property, Unpatented Mining Claims

Schedule 5.8-3a - Leased Property

Schedule 5.8-3b - Leased Property, Unpatented Mining Claims

Schedule 5.8-4a - Water Rights

REDACTED DOCUMENT

SCHEDULE 5.8

"Permitted Exceptions"

"Permitted Exceptions" are defined as any of the following:

1) Liens for taxes, assessments or similar charges incurred in the ordinary course of business that are not yet due or payable;

2) Liens of mechanics, materialmen, warehousemen, carriers, or other like liens securing obligations incurred in the ordinary course of business that are not yet due and payable;

3) Zoning or land use restrictions;

4) Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters which may or may not appear of record which would be disclosed by an accurate survey and inspection of the premises;

5) Conditions or states of fact that would be disclosed by an inspection and survey of the property, none of which is material in character or materially detracts from the value or impairs the use of such property in the operation of its business.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320119
PROPERTY NAME: HOLMES, JOHN M. ETAL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

TRACT I: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

SECTION 4: S/2 SE/4 SE/4.

CONTAINING 20 ACRES, MORE OR LESS. (SURFACE AND MINERALS)

TRACT II: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

SECTION 9: NW/4 NE/4 AND NE/4 NE/4.

LESS AND EXCEPT THAT PORTION OF SAID NE/4 OF NE/4 OF SAID SECTION 9, CONVEYED TO PORTER, DEESE & DEESE REALTY COMPANY, INC. BY DEEDS RECORDED IN DEED BOOK 471, PAGE 33 AND DEED BOOK 477, PAGE 44 IN THE PROBATE OFFICE OF TALLADEGA COUNTY, ALABAMA.

CONTAINING 71 ACRES, MORE OR LESS. (SURFACE AND MINERALS)

TRACT III: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

SECTION 3: ALL THAT PART OF THE S/2 SW/4 LYING WEST OF COUNTY ROAD 31.
CONTAINING 59 ACRES, MORE OR LESS. (SURFACE AND MINERALS)

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

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REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

TRACT IV: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

SECTION 10: ALL OF THE NW/4, EXCEPT THAT PORTION CONVEYED IN DEED BOOK 471, PAGE 33 AND DEED BOOK 477, PAGE 44 IN THE PROBATE OFFICE OF TALLADEGA COUNTY, ALABAMA.

CONTAINING 19 ACRES, MORE OR LESS. (SURFACE AND MINERALS)

TRACT V: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

SECTION 10: THE SW/4 NE/4, LYING SOUTH AND EAST OF THE CENTER OF WEEOKA CREEK. LESS AND EXCEPT THAT PORTION OF SAID QUARTER-QUARTER SECTION CONVEYED TO J. LARRY SIMMONS AND WIFE, BY DEED RECORDED IN DEED BOOK 516, PAGE 373 IN THE PROBATE OFFICE OF TALLADEGA COUNTY, ALABAMA. ALSO CONVEYED HEREIN, THE W/2 NW/4 SE/4 OF SAID SECTION 10, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA.

CONTAINING 50 ACRES, MORE OR LESS. (MINERALS ONLY)

TRACT VI: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA, AND PROCEED NORTH 89 DEGREES 48 MINUTES EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 11 FOR A DISTANCE OF 1323.22 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 1304.5 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES WEST AND PARALLEL WITH THE NORTH BOUNDARY OF SAID BOUNDARY OF SAID SECTION 11 FOR A DISTANCE OF 1323.22 FEET TO A POINT ON THE WEST BOUNDARY OF THE ABOVE MENTIONED SECTION 11; THENCE SOUTH 88 DEGREES 40 MINUTES WEST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 4 EAST, FOR A DISTANCE OF 1301.1 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROCEED SOUTH 01 DEGREES 20 MINUTES EAST PARALLEL WITH THE EAST BOUNDARY OF THE ABOVE MENTIONED SECTION FOR A DISTANCE OF 274 FEET; THENCE PROCEED SOUTH 88 DEGREES 40 MINUTES WEST AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 FOR A DISTANCE OF 400 FEET; THENCE NORTH 01 DEGREES 20 MINUTES WEST AND PARALLEL WITH THE EAST BOUNDARY OF SAID SECTION 10 FOR A DISTANCE OF 215 FEET, MORE OR LESS, TO THE CENTER OF WEEOKA CREEK; THENCE IN A EASTERLY AND NORTHERLY DIRECTION AND WITH THE MEANDERING OF THE CENTER OF SAID CREEK FOR A DISTANCE OF 600 FEET, ORE OR LESS, TO A POINT IN THE CENTER OF SAID CREEK; THENCE PROCEED NORTH 55 DEGREES 50 MINUTES EAST FOR A DISTANCE OF 267 FEET TO A POINT THAT IS 450 FEET NORTH OF THE SOUTHWEST CORNER OF THE ABOVE MENTIONED NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE CONTINUE NORTH 55 DEGREES 50 MINUTES EAST FOR A DISTANCE OF 1571.8 FEET TO THE POINT OF BEGINNING, CONTAINING 70 ACRES MORE OR LESS, LYING AND BEING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA.

TRACT VII: TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA, ALSO BEING THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 4 EAST; THENCE SOUTH 55 DEGREES 49 MINUTES 52 SECONDS WEST, ALONG THE NORTHWEST LINE OF TRACT DEEDED TO J. LARRY SIMMONS AND WIFE, LYVONNE SIMMONS BY DEED DATED MARCH 5, 1985 AND RECORDED IN DEED BOOK 516, PAGE 373, A DISTANCE OF 1864.8 FEET TO THE CENTER OF WEWOKA CREEK; THENCE SOUTHERLY AND WESTERLY ALONG THE MEANDERING CENTER LINE OF SAID CREEK A DISTANCE OF 6220.6 FEET; THENCE NORTH 38 DEGREES 50 MINUTES WEST A DISTANCE OF 903.5 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TALLADEGA COUNTY ROAD NO. 139 (OLD CHILDERBURG-WINTERBORO ROAD); THENCE NORTHEASTERLY ALONG SAID ROAD A DISTANCE OF 4457.2 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCESOUTH 81 DEGREES 49 MINUTES 31 SECONDS EAST A DISTANCE OF 2800.53 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF 1002.0 FEET TO THE POINT OF BEGINNING, CONTAINING 254.62 ACRES, MORE OR LESS, AND BEING

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

LOCATED IN SECTIONS 3, 9 AND 10, ALL LYING AND BEING IN TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA.

LESS AND EXCEPT:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA, THENCE PROCEED SOUTH 58 DEGREES 54 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 2044.15 FEET; THENCE PROCEED NORTH 58 DEGREES 53 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 2138.31 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE NORTH 58 DEGREES 53 MiNUTES 05 SECONDS WEST FOR A DISTANCE OF 173.5 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 139; THENCE PROCEED SOUTH 42 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD FOR A DISTANCE OF 137.11 FEET; THENCE PROCEED SOUTH 37 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD FOR A DISTANCE OF 238.82 FEET TO THE NORTH BOUNDARY OF A 30 FOOT DIRT ROAD; THENCE PROCEED SOUTH 49 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID DIRT ROAD FOR A DISTANCE OF 122.82 FEET; THENCE PROCEED NORTH 64 DEGREES 46 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 186.57 FEET; THENCE PROCEED NORTH 31 DEGREES 49 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 236.01 FEET TO THE POINT OF BEGINNING. SAID PROPERTY LYING AND BEING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10 AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA, CONTAINING 1.62 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320140
PROPERTY NAME: RESOURCE PROCESSORS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

TOWNSHIP 19 SOUTH, RANGE 4 WEST

SECTION 29: ALL OF THE NW/4 SE/4 NORTH OF THE SOUTHERN RAILROAD;

LESS AND EXCEPT A STRIP OF LAND 200 FEET WIDE ACROSS THE EAST SIDE OF SAID FORTY.

ALSO, AN EASEMENT NOT TO EXCEED TWENTY FEET IN WIDTH AS NOW LOCATED FROM THE ABOVE AND HEREIN GRANTED PREMISES ACROSS THE LANDS OF GRANTORS TO TALLADEGA CREEK FOR THE PURPOSE OF LAYING A PIPELINE AND CUTTING A DRAINAGE DITCH FROM THE ABOVE AND HEREIN GRANTED PREMISES ACROSS THE LANDS OF GRANTORS TO TALLADEGA CREEK AND TO USE WATER FROM SAID TALLADEGA CREEK PROVIDED SAID PIPELINE IS LAID AT A DEPTH SO AS NOT TO INTERFERE WITH THE CULTIVATION OF THE LANDS OF GRANTORS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID GRANTED EASEMENT FOR THE PURPOSE OF MAINTAINING SAID PIPELINE AND DRAINAGE DITCH AND ALL APPURTENANCES THERETO AND IMPROVEMENTS THEREON OWNED OR POSSESSED BY THE UNDERSIGNED.

CONTAINING 20.80 SURFACE ACRES, MORE OR LESS, LOCATED IN TALLADEGA COUNTY, ALABAMA

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320141
PROPERTY NAME: WARD, ROBERT A.,ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

TRACT 1:

TOWNSHIP 20 SOUTH, RANGE 4 EAST

SECTIONS 3, 9 AND 10: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, ALSO BEING THE NORTHEAST CORNER OF SECTION 10, THENCE SOUTH 55 DEGREES 49 MINUTES 52 SECONDS WEST, ALONG THE NORTHWEST LINE OF THAT TRACT DEEDED TO J. LARRY SIMMONS AND WIFE, LYVONNE SIMMONS BY DEED DATED MARCH 5, 1985 AND RECORDED IN DEED BOOK 516, AT PAGE 373, A DISTANCE OF 1,864.8 FEET TO THE CENTER OF THE WEWOKA CREEK; THENCE SOUTHERLY AND WESTERLY ALONG THE MEANDERING CENTER LINE OF SAID CREEK A DISTANCE OF 6,220.6 FEET; THENCE NORTH 38 DEGREES 50 MINUTES WEST, A DISTANCE OF 903.5 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TALLADEGA COUNTY ROAD NO. 139 (OLD CHILDERSBURG-WINTERBORO ROAD); THENCE NORTHEASTERLY ALONG SAID ROAD A DISTANCE OF 4,457.2 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE SOUTH 81 DEGREES 49 MINUTES 31 SECONDS EAST A DISTANCE OF 2,800.53 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF 1,002.0 FEET TO THE POINT OF BEGINNING.

CONTAINING 254.62 ACRES, MORE OR LESS, LOCATED IN TALLADEGA COUNTY, ALABAMA

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA; THENCE PROCEED SOUTH 58 DEGREES 54 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 2044.15 FEET; THENCE PROCEED

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

NORTH 58 DEGREES 53 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 2138.31 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE NORTH 58 DEGREES 53 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 173.5 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 139; THENCE PROCEED SOUTH 42 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD FOR A DISTANCE OF 137.11 FEET; THENCE PROCEED SOUTH 37 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD FOR A DISTANCE OF 238.82 FEET TO THE NORTH BOUNDARY OF A 30 FOOT DIRT ROAD; THENCE PROCEED SOUTH 49 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID DIRT ROAD FOR A DISTANCE OF 122.82 FEET; THENCE

PROCEED NORTH 64 DEGREES 46 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 187.57 FEET; THENCE PROCEED NORTH 31 DEGREES 49 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 236.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND IS LOCATED IN THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH AND THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 10 AND THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 4 EAST, TALLADEGA COUNTY, ALABAMA, AND CONTAINS 1.62 ACRES.

TRACT 2:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10; THENCE PROCEED SOUTH 58 DEGREES 54 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 2044.15 FEET; THENCE PROCEED NORTH 58 DEGREES 53 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 2138.31 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE NORTH 58 DEGREES 53 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 173.5 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 139; THENCE PROCEED SOUTH 42 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD FOR A DISTANCE OF 137.11 FEET; THENCE PROCEED SOUTH 37 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD FOR A DISTANCE OF 238.82 FEET TO THE NORTH BOUNDARY OF A 30 FOOT DIRT ROAD; THENCE PROCEED SOUTH 49 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID DIRT ROAD FOR A DISTANCE OF 122.82 FEET; THENCE PROCEED NORTH 64 DEGREES 46 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 186.57 FEET; THENCE PROCEED NORTH 31 DEGREES 49 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 236.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND IS LOCATED IN THE NORTHWEST

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

ONE-FOURTH OF THE NORTHWEST ONE-FOURTH AND THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 10 AND THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 4 EAST.

CONTAINING 1.62 ACRES, MORE OR LESS, LOCATED IN TALLADEGA COUNTY, ALABAMA

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320184
PROPERTY NAME: BURNS, RALPH, ETAL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

ALL THE SURFACE AND MINERAL ESTATE IN AND TO THAT CERTAIN REAL PROPERTY SITUATED IN TALLADEGA COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 4 EAST, HUNTSVILLE MERIDIAN AS THE POINT OF BEGINNING. FROM THIS POINT OF BEGINNING PRCEED NORTH 87 DEGREES 32' WEST ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 315.0 FEET; THENCE PROCEED SOUTH 2 DEGREES 52' WEST A DISTANCE OF 1065.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SOUTHERN RAILROAD; THENCE PROCEED NORTH 76 DEGREES 08' EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 328.92 FEET TO A POINT ON THE EAST BOUNDARY OF SAID QUARTER-QUARTER SECTION; THENCE PROCEED NORTH 2 DEGREES 52' EAST ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 972.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT NO. BEING LOCATED IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 4 EAST HUNTSVILLE MERIDIAN, AND CONTAINING 7.37 ACRES, MORE OR LESS.

TRACT NO. 2

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 4 EAST, HUNTSVILLE MERIDIAN THENCE PROCEED SOUTH 87 DEGREES 32' EAST ALONG THE NORTH BOUNDARY OF SAID

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000610

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

QUARTER-QUARTER SECTION A DISTANCE OF 28.81 FEET; THENCE PORCEED SOUTH 13 DEGREES 47' EAST A DISTNACE OF 1099.49 FEET TO A POINT OF THE SOUTHERLY RIGHT-OF-WAY LINE OF TALLADEGA COUNTY ROAD 46, THE POINT OF BEGINNING. FROM THIS POINT OF BEGINNING PROCEED SOUTH 13 DEGREES 47' EAST FOR A DISTANCE OF 332.67 FEET; THENCE PROCEED NORTH 78 DEGREES 40' EAST A DISTANCE OF 371.75 FEET; THENCE PROCEED NORTH 12 DEGREES 05' WEST A DISTANCE OF 361.64 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TALLADEGA COUNTY ROAD 46; THENCE PROCEED SOUTH 74 DEGREES 17' WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 46 A DISTANCE OF 382.37 FEET, TO THE POINT OF BEGINNING. SAID TRACT NO. 2 BEING LOCATED IN TOWNSHIP 19 SOUTH, RANGE 4 EAST, SECTION 29, HUNTSVILLE MERIDIAN,

CONTAINING 3.0 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320217 01
PROPERTY NAME: BALDWIN, CHARLES I.
INTEREST TYPE: OWNED (W/REMAINDER INTEREST)
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 13 EAST, M.D.B.&M.

PARCEL TWO

A NON-EXCLUSIVE 20 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS, OVER, UPON AND ACROSS THAT CERTAIN PARCEL OF LAND IN THE STATE OF CALIFORNIA, COUNTY OF CALAVERAS, DESCRIBED IN THAT DEED RECORDED IN THE OFFICE OF THE CALAVERAS RECORDER IN BOOK 50 AT PAGE 358 THEREOF, BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE OF THE EXISTING DIRT ROAD, AS SHOWN ON THE 1962 USGS QUADRANGLE MAP OF ANGELS CAMP, CALIFORNIA, AT THE WESTERLY BOUNDARY LINE OF THE ABOVE DESCRIBED PARCEL OF LAND AT A POINT 100 FEET MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE NORTHEASTERLY ALONG THE EXISTING DIRT ROAD AS SHOWN ON SAID QUADRANGLE MAP TO ITS TERMINATION AT THE COUNTY ROAD KNOWN AS FRENCH GULCH ROAD.

THE ABOVE EASEMENT IS LIMITED TO EMERGENCY USE OF VEHICLES SUCH AS FIRE, POLICE AND AMBULANCE AND THE GRANTEE RESERVES THE RIGHT TO MAINTAIN LOCKED GATES ACROSS THE ROAD AND TO FURNISH KEYS ONLY TO THE GRANTOR, HIS HEIRS OR ASSIGNS AND TO CONTROL THE USE OF THE ROAD FOR ANY PURPOSE OTHER THAN EMERGENCY VEHICLES.

THE GRANTEE RESERVES THE RIGHT TO MOVE THE ROAD AND EASEMENT AND AGREES TO PROVIDE EQUAL ROAD IMPROVEMENTS ON THE NEW ALIGNMENT FROM FRENCH GULCH ROAD TO THE POINT OF BEGINNING DESCRIBED ABOVE.

SUBJECT TO:

(1) DEED CONVEYING WATER DITCH TO SAN DOMINGO MINING COMPANY, RECORDED IN BOOK 49, PAGE 446, CALAVERAS COUNTY, CALIFORNIA.

(2) A NON-EXCLUSIVE EASEMENT TO GERMAN RIDGE AND JUPITER GOLD MINES, RECORDED IN BOOK 91, PAGE 305, CALAVERAS COUNTY RECORDS.

(3) QUITCLAIM DEED DISCLOSING THE EFFECT OF THE UTICA DITCH, THE GOLDCLIFF AND UNION DITCHES TO ANGLES DITCH WATER USERS ASSOCIATION, INC., RECORDED IN BOOK 273, PAGE 129, CALAVERAS COUNTY RECORDS.

(4) DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF [redacted] TO WILLIAM HUMBLE AND ARTHUR ENGELBRECHT, RECORDED IN BOOK 458, PAGE 169, CALAVERAS COUNTY RECORDS.

(5) RECIPROCAL USE AGREEMENT ("AGREEMENT") AND CORPORATION GRANT DEED BOTH DATED DECEMBER 6, 1979 BETWEEN WALTER W. TYRON, THOMAS M. TYRON, JOHN C. TYRON AND MARY E. TYRON, GRANTOR, AND WESTERN SOURCE, INC. WHEREIN GRANTOR HAS A REMAINDER INTEREST IN THE LANDS UPON GRANTEE'S TERMINATION OF MINING ACTIVITIES ON LANDS. REFER TO AGREEMENT FOR FURTHER CONDITIONS SUBJECT TO USE OF PROPERTY BY GRANTOR/GRANTEE.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320218
PROPERTY NAME: BENDIX FOREST
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

ALL THAT PORTION OF THE SE1/4 OF SECTION 9, T4N-R11E, M.D.M., CALAVERAS COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED.

PARCEL NO. 1

AS SET FORTH ON THAT CERTAIN PARCEL MAP OF A PORTION OF THE SE/4 OF SECTION 9, T4N-R11E, M.D.M., FILED FOR RECORD JULY 10, 1980 IN BOOK 4 OF PARCEL MAPS, PAGE 197, CALAVERAS COUNTY RECORDS.

ALSO RESERVING THEREFROM AN EASEMENT FOR UTILITY PURPOSES BEGINNING AT THE NORTHEAST CORNER OF THE CONVEYED PROPERTY, NEAR THE WATER TOWER, AND EXTENDING 445.43 FEET TO THE EASTERN BOUNDARY ON AN ANGLE OF S. 77 DEGREES 32' 05" E., BEING 15 FEET IN WIDTH. ALSO RESERVING THEREFROM A UTILITY EASEMENT ACROSS THE SOUTHEAST CORNER OF THE CONVEYED PROPERTY ALONG AN ANGLE OF S. 59 DEGREES 10' 54" W. FOR 160.76 FEET, BEING 15 FEET IN WIDTH. BOTH EASEMENTS INCLUDE THE RIGHT OF INGRESS AND EGRESS FOR MAINTENANCE PURPOSES.

GRANTOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO GRANTEE FOR HIMSELF, HIS SUCCESSORS AND ASSIGNS, THE FOLLOWING NON-EXCLUSVIE EASEMENTS OVER GRANTOR'S RETAINED TOYON PROPERTY:

EASEMENT NO. 1 - SPUR TRACT

AN EASEMENT FOR RAILROAD SPUR TRACK PURPOSES ONLY UPON, OVER, ACROSS AND ALONG THE SPUR TRACK ON GRANTOR'S RETAINED PROPERTY. GRANTOR AND GRANTEE SHALL SPLIT THE COSTS OF MAINTENANCE OF GRANTOR'S SPUR TRACK IN ACCORDANCE WITH THE NUMBER OF CARS OF EACH PARTY USING SAID SPUR TRACK.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

EASEMENT NO. 2 - WATER

AN EASEMENT FROM GRANTOR'S WATER TOWER ALONG THE NORTHERN BOUNDARY OF GRANTOR'S RETAINED PROPERTY TO GRANTEE'S PROPERTY CONVEYED HEREIN FOR WATER PIPELINE PURPOSES AND WATER USE PURPOSES. GRANTEE AGREES TO SHARE WITH GRANTOR THE COST FOR CAPITAL REPAIR AND MAINTENANCE OF SAID WATER TOWER AND APPURTENANCES THERETO IN THE RATIO OF RESPECTIVE SPRINKLER FLOW CAPACITIES. GRANTEE SHALL MAINTAIN ITS OWN PIPELINE.

THIS EASEMENT SHALL BE TERMINATED IMMEDIATELY SHOULD ANY PUBLIC BODY DETERMINE THAT GRANTOR IS SUBJECT TO REGULATION AS A PUBLIC UTILITY BECAUSE OF GRANTEE'S USE OF WATER FROM SAID WATER TOWER. IN THE EVENT OF SUCH TERMINATION, GRANTOR AGREES TO GRANT GRANTEE AN EASEMENT AND SUCH OTHER ACCESSORY RIGHTS SO THAT GRANTEE MAY DRILL A WELL ON THE SUBJECT PROPERTY IN CLOSE PROXIMITY TO THE EXISTING WELL ON THE RETAINED PROPERTY AND OBTAIN SUCH WATER AS IS REASONABLY NECESSARY FOR GRANTEE'S USE OF THE SUBJECT PROPERTY.

EASEMENT NUMBER 3 - UTILITIES

GRANTOR GRANTS TO GRANTEE AN EASEMENT 15' IN WIDTH FOR UNDERGROUND POWER AND WATER LINES ACROSS THE WESTERN 20' STRIP OF RETAINED PROPERTY. GRANTOR ALSO GRANTS AN EASEMENT FOR A 2" UNDERGROUND GAS LINE BEGINNING 50 FEET MORE OR LESS NORTH OF THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED AND EXTENDING 50 FEET MORE OR LESS ON GRANTOR'S PROPERTY; SAID LINE SHALL THEN EXTEND SOUTH 470 FEET MORE OR LESS.

EASEMENT NUMBER 4 - DRIVEWAY

AN EASEMENT FOR INGRESS AND EGRESS ACROSS GRANTOR'S EXISTING DRIVEWAY EXTENDING 868.76 FEET FROM STATE HIGHWAY 12 TO THE SOUTHEAST CORNER OF THE PROPERTY BEING CONVEYED HEREIN. ANY MATERIAL CHANGE IN THE USE OF THAT PORTION OF THE DRIVEWAY SHALL BE REPORTED IN ADVANCE TO THE OTHER PARTY.

GRANTOR ALSO AGREES THAT SHOULD GRANTEE IN THE FUTURE HAVE NEED OF A PRIVATE ACCESS EASEMENT BETWEEN THE PROPERTY GRANTED HEREIN AND PROPERTY TO THE WEST OF GRANTOR'S 20 FOOT STRIP OF RETAINED PROPERTY, GRANTOR SHALL GRANT GRANTEE AN EASEMENT 60 FEET IN WIDTH BY 20 FEET, OR OF A WIDTH REQUIRED BY COUNTY REGULATIONS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SUBJECT TO:

(1) "THE RIGHT OF THE PROPRIETOR OF ANY LODE CLAIM, THE VEIN OR LODE OF WHICH HAS ITS TOP OR APEX OUTSIDE OF THE LAND HEREIN DESCRIBED AND WHICH VEIN OR LODE MAY BE FOUND TO PENETRATE, INTERSECT, PASS THROUGH, OR DIP INTO SAID LAND THROUGH THE SIDE LINES OF SAID LODE CLAIM,TO ENTER SAID LAND ALONG THE DIP OF SAID VEIN OR LODE FOR THE PURPOSE OF EXTRACTING AND REMOVING THE ORE THEREFROM."

(2) THE PROVISIONS, RESERVATIONS AND EASEMENT CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, DATED APRIL 5, 1984, RECORDED MAY 16, 1894, IN BOOK 3 OF PATENTS, PAGE 175, CALAVERAS COUNTY RECORDS, AS FOLLOWS:

FIRST: THAT THE PREMISES HEREBY CONVEYED SHALL BE HELD SUBJECT TO ANY VESTED AND ACCURED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL LAWS, CUSTOMS, AND DECISIONS OF THE COURTS. AND THERE IS RESERVED FROM THE LANDS HEREBY GRANTED A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES.

SECOND: THAT IN THE ABSENCE OF NECESSARY LEGISLATION BY CONGRESS, THE LEGISLATURE OF CALIFORNIA MAY PROVIDE RULES FOR WORKING THE MINING CLAIM OR PREMISES HEREBY GRANTED, INVOLVING EASEMENTS, DRAINAGE AND OTHER NECESSARY MEANS TO THE COMPLETE DEVELOPMENT THEREOF.

THIRD: THAT THE PREMISES HEREBY CONVEYED MAY BE ENTERED BY THE PROPRIETOR OF ANY VEIN OR LODE OF QUARTZ OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER, OR OTHER VALUABLE

DEPOSITS, FOR THE PURPOSE OF EXTRACTING AND REMOVING THE ORE FROM SUCH VEIN OR LODE, SHOULD THE SAME, OR ANY PART THEREOF, BE FOUND TO PENETRATE, INTERSECT, PASS THROUGH OR DIP INTO THE MINING GROUND OR PREMISES HEREBY GRANTED.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(3) AN EASEMENT FOR POLE LINES, AND INCIDENTIAL PURPOSES AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED DECEMBER 30, 1947 IN BOOK 47 OF OFFICIAL RECORDS, PAGE 212, CALAVERAS COUNTY RECORDS.

(4) 15 FOOT WIDE PUBLIC UTILITY EASEMENT FOR THE OVERHANG OF UTILITY FACILITIES AND ANCHOR GUYS; AND EXISTING POWER LINES, ALL AS SET FORTH ON THAT PARCEL MAP, FILED FOR RECORD JULY 10, 1980 IN BOOK 4 OF PARCEL MAPS, PAGE 197, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320220
PROPERTY NAME: LOTS 83D, 84-A, &85
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA:

LOTS 83-A AND 83-B OF MURPHYS PINES UNIT 1, IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, AS SET FORTH ON THE RECORD OF SURVEY MAP RECORDED MAY 2, 1968, IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 8, CALAVERAS COUNTY RECORDS. SAID LOTS BEING A PORTION OF LOT 83 OF MURPHYS PINES UNIT 1, AS SET FORTH ON THE OFFICIAL MAP THEREOF, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF SUBDIVISION MAPS, PAGE 14, CALAVERAS COUNTY RECORDS. (CONVEYED BY CORPORATION GRANT DEED DATED DECEMBER 3, 1991 FROM BYNER CATTLE COMPANY, GRANTOR, TO LAWRENCE P. LILLY AND NOEL A. LILLY, HUSBAND AND WIFE.)

LOT 83-D OF MURPHYS PINES UNIT 1, AS SET FORTH ON THE RECORD OF SURVEYS MAP RECORDED MAY 2, 1968 IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 7, CALAVERAS COUNTY RECORDS. SAID LOT BEING A PORTION OF LOT 83 OF MURPHYS PINES UNIT 1, AS SET FORTH ON THE OFFICIAL MAP THEREOF, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF MAPS, CALAVERAS COUNTY RECORDS.

LOT 84-A OF MURPHYS PINES UNIT 1, IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, AS SET FORTH ON THE RECORD OF SURVEY MAP RECORDED JUNE 6, 1968 IN BOOK 7 OF RECORD OF SURVEYS AT PAGE 30, CALAVERAS COUNTY RECORDS. SAID LOT BEING A PORTION OF SAID LOT 84 OF MURPHYS PINES UNIT 1, AS SET FORTH ON THE OFFICIAL MAP THEREOF, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF MAPS, CALAVERAS COUNTY RECORDS.

LOT 85 OF MURPHYS PINES UNIT 1, IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, AS SET FORTH ON THE OFFICIAL MAP THEREOF, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF MAPS, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SUBJECT TO:

(1) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIENS AND CHARGES SET FORTH IN THE DECLARATION OF RESTRICTIONS, EXECUTED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC DEVELOPMENT CO., RECORDED FEBRUARY 20, 1968 IN BOOK 248 OF OFFICIAL RECORDS, PAGE 597, CALAVERAS COUNTY RECORDS.

MODIFICATION OF RESTRICTIONS, RECORDED MARCH 25, 1968 IN BOOK 251 OF OFFICIAL RECORDS, PAGE 285, CALAVERAS COUNTY RECORDS.

SAID COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES HAVE BEEN INCORPORATED BY REFERENCE THERETO IN DEED RECORDED JANUARY 6, 1969 IN BOOK 273 OF OFFICIAL RECORDS, PAGE 340, CALAVERAS COUNTY RECORDS.

"RESTRICTIONS HEREIN, IN ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED."

(2) A 10 FOOT PUBLIC UTILITY EASEMENT ALONG EACH SIDE OF ALL SIDE AND REAR LOT LINES AND 10 FEET ALONG THE SUBDIVISION BOUNDARY; A 30 FOOT BUILDING SETBACK FROM ALL ROAD RIGHT-OF-WAY LINES; A 10 FOOT ROAD MAINTENANCE EASEMENT FROM ALL ROAD RIGHT-OF-WAY LINES; A 50 FOOT PRIVATE ROAD EASEMENT; A 20 FOOT DRAINAGE EASEMENT DOWN GULLY; ALL AS SET FORTH ON THE MAP OF MURPHYS PINES UNIT NO. 1, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF MAPS, CALAVERAS COUNTY RECORDS.

(3) A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS LOT 83-A, SET FORTH AS A PRIVATE ROAD EASEMENT ON THE SURVEY MAP, RECORDED MAY 2, 1968 IN BOOK 7 OF RECORD OF SURVEYS, PAGE 7, CALAVERAS COUNTY RECORDS, AS RESERVED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC DEVELOPMENT CO., IN DEED RECORDED JANUARY 6, 1969 IN BOOK 273 OF OFFICIAL RECORDS, PAGE 340, CALAVERAS COUNTY RECORDS.

(4) AN EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE EXISTING ROADWAYS OVER LOG 83-A, AS RESERVED IN DEED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC DEVELOPMENT CO., RECORDED JANUARY 6, 1969, IN BOOK 273 OF OFFICIAL RECORDS, PAGE 340, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(5) A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS LOT 83-B, SET FORTH AS A PRIVATE ROAD EASEMENT ON THE SURVEY MAP, RECORDED MAY 2, 1968 IN BOOK 7 OF RECORD OF SURVEYS, PAGE 7, CALAVERAS COUNTY RECORDS, AS RESERVED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC

DEVELOPMENT CO., IN DEED RECORDED JULY 16, 1968 IN BOOK 260 OF OFFICIAL RECORDS, PAGE 352, CALAVERAS COUNTY RECORDS.

(6) A NON-EXCLUSIVE RIGHT-OF-WAY TO USE OF ALL ROADS AS SET FORTH ON THE OFFICIAL MAP OF MURPHYS PINES UNIT 1, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF MAPS, CALAVERAS COUNTY RECORDS, AS GRANTED TO MOTHER LODE LAND COMPANY, IN DEED RECORDED JULY 30, 1968 IN BOOK 262 OF OFFICIAL RECORDS, PAGE 319, CALAVERAS COUNTY RECORDS.

(7) A 50 FOOT PRIVATE ROAD EASEMENT AS SET FORTH ON THAT RECORD OF SURVEY MAP FILED FOR RECORD MAY 2, 1968 IN BOOK 7 OF RECORD OF SURVEYS, PAGE 7, CALAVERAS COUNTY RECORDS.

(8) A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS SAID LOT 83-D SET FORTH AS A PRIVATE ROAD EASEMENT ON SAID MAP OF MURPHYS PINES UNIT 1, AS RESERVED IN DEED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC DEVELOPMENT CO., RECORDED JULY 2, 1968 IN BOOK 259 OF OFFICIAL RECORDS, PAGE 392, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000620

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320222
PROPERTY NAME: HOPPE, MAURICE J.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA:

LOT 84-B OF MURPHYS PINES UNIT 1, AS SET FORTH ON THE RECORD OF SURVEY MAP RECORDED MAY 2, 1968 IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 8, CALAVERAS COUNTY RECORDS.

SAID LOT BEING A PORTION OF LOT 84 OF MURPHYS PINES UNIT 1, AS SET FORTH ON THE OFFICIAL MAP THEREOF, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF SUBDIVISION MAPS, PAGE 14, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) A 10 FOOT PUBLIC UTILITY EASEMENT ALONG EACH SIDE OF ALL SIDE AND REAR LOT LINES AND 10 FEET ALONG THE SUBDIVISION BOUNDARY; A 30 FOOT BUILDING SETBACK FROM ALL ROAD RIGHT-OF-WAY LINES; A 10 FOOT ROAD MAINTENANCE EASEMENT FROM ALL ROAD RIGHT-OF-WAY LINES; ALL AS SET FORTH ON THE MAP OF MURPHYS PINES UNIT NO. 1, FILED FOR RECORD FEBRUARY 19, 1968 IN BOOK 3 OF MAPS, CALAVERAS COUNTY RECORDS.

(2) COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES SET FORTH IN THE DECLARATION OF RESTRICTIONS, EXECUTED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC DEVELOPMENT CO., RECORDED FEBRUARY 20, 1968 IN BOOK 248 OF OFFICIAL RECORDS, PAGE 597, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

MODIFICATION OF RESTRICTIONS, RECORDED MARCH 25, 1968 IN BOOK 2 51 OF OFFICIAL RECORDS, PAGE 285, CALAVERAS COUNTY RECORDS.

SAID COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMEN TS, LIENS AND CHARGES HAVE BEEN INCORPORATED BY REFERENCE THERETO I N DEED RECORDED AUGUST 5, 1968 IN BOOK 263 OF OFFICIAL RECORDS, PAGE 1 82 CALAVERAS COUNTY RECORDS.

"RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED."

(3) A 50 FOOT PRIVATE ROAD EASEMENT AS SET FORTH ON THAT RECORD OF SURVEY MAP, FILED FOR RECORD JUNE 6, 1968 IN BOOK 7 OF RECORD OF SURVEYS, PAGE 30, CALAVERAS COUNTY RECORDS.

(4) AS EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE EXISTING ROADWAYS OVER LOT 84-B AS RESERVED IN DEED BY JOHN D. LINDSEY, DOING BUSINESS AS MARC DEVELOPMENT CO., RECORDED AUGUST 5, 1968 IN BOOK 263 OF OFFICIAL RECORDS, PAGE 82, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320224
PROPERTY NAME: MILLARD, D., ET UX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA:

PARCEL 4 AS SHOWN ON THAT PARCEL MAP OF A PORTION OF THE WEST HALF OF SECTION 1 AND THE EAST HALF OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 13 EAST, M.D.B.&M., FILED FOR RECORD JUNE 2, 1975 IN BOOK 2 OF PARCEL MAPS, PAGE 90, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) THE THEREIN DESCRIBED PREMISES LIES IN PART, WITHIN THE UNION PUBLIC UTILITY DISTRICT, AS DISCLOSED BY CERTIFICATE, RECORDED AUGUST 10, 1946 IN BOOK 38 OF OFFICIAL RECORDS, PAGE 437, CALAVERAS COUNTY RECORDS, AND IS SUBJECT TO THE EASEMENTS, CHARGES AND ASSESSMENTS THEREOF. ACCORDING TO THE RECORDS OF SAID DISTRICT, THERE ARE NO DUE OR DELINQUENT CHARGES OR ASSESSMENTS.

(2) THE EFFECT OF THE 7-1/2 FOOT PUBLIC UTILITY EASEMENTS, AND 100 FOOT SANITARY SET BACK FROM DRAINAGE ALL AS SET FORTH ON THAT PARCEL MAP FILED FOR RECORD JUNE 2, 1975 IN BOOK 2 OF PARCEL MAPS, PAGE 90, CALAVERAS COUNTY RECORDS.

(3) SUCH RIGHTS AND EASEMENTS WHICH MAY EXIST IN AND TO RED HILL ROAD, AS SET FORTH ON THAT PARCEL MAP FILED FOR RECORD JUNE 2, 1975 IN BOOK 2 OF PARCEL MAPS, PAGE 90, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320225
PROPERTY NAME: SANDERS, M. L., ETAL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA:

PARCEL 3 AS SHOWN ON THAT PARCEL MAP OF A PORTION OF THE WEST HALF OF SECTION 1 AND THE EAST HALF OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 13 EAST, M.D.B.&M., FILED FOR RECORD JUNE 2, 1975 IN BOOK 2 OF PARCEL MAPS, PAGE 90, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) THE THEREIN DESCRIBED PREMISES LIES IN PART, WITHIN THE UNION PUBLIC UTILITY DISTRICT, AS DISCLOSED BY CERTIFICATE, RECORDED AUGUST 10, 1946 IN BOOK 38 OF OFFICIAL RECORDS, PAGE 437, CALAVERAS COUNTY RECORDS, AND IS SUBJECT TO THE EASEMENTS, CHARGES AND ASSESSMENTS THEREOF. ACCORDING TO THE RECORDS OF SAID DISTRICT, THERE ARE NO DUE OR DELINQUENT CHARGES OR ASSESSMENTS.

(2) THE EFFECT OF THE 7-1/2 FOOT PUBLIC UTILITY EASEMENTS, FILED FOR RECORD JUNE 2, 1975 IN BOOK 2 OF PARCEL MAPS, PAGE 90, CALAVERAS COUNTY RECORDS.

(3) SUCH RIGHTS AND EASEMENTS WHICH MAY EXIST IN AND TO RED HILL ROAD, AS SET FORTH ON THAT PARCEL MAP FILED FOR RECORD JUNE 2, 1975 IN BOOK 2 OF PARCEL MAPS, PAGE 90, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000624

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320226
PROPERTY NAME: FISHER, D. R. ET UX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA:

PARCEL 2 AS SHOWN ON THAT PARCEL MAP OF PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 2 NORTH, RANGE 13 EAST, M.D.B.&M., AND A PORTION OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 13 EAST, M.D.B.&M., AND ALSO A PORTION OF A PORTION OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 14 EAST, M.D.B.&M., FILED FOR RECORD FEBRUARY 13, 1976 IN BOOK 2 OF PARCEL MAPS, PAGE 157, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) THE 30 FOOT EASEMENT FOR RED HILL ROAD AND A 24 FOOT WIDE EASEMENT TO UNION PACIFIC UTILITY DISTRICT ALONG EXISTING DITCH AND PIPE LINE ALL AS SET FORTH ON THAT PARCEL MAP, FILED FOR RECORD FEBRUARY 13, 1976 IN BOOK 2 OF PARCEL MAP, PAGE 157, CALAVERAS COUNTY RECORDS.

(2) EASEMENT FOR PIPE LINE AND INCIDENTIAL PURPOSES AS GRANTED TO THE CALAVERAS WATER USERS ASSOCIATION, INC., RECORDED AUGUST 14, 1961, IN BOOK 143 OF OFFICIAL RECORDS, PAGE 57, CALAVERAS COUNTY RECORDS.

(3) EASEMENT BETWEEN WESTERN SOURCE, INC., GRANTOR, AND PACIFIC GAS AND ELECTRIC COMPANY, GRANTEE, DATED JULY 31, 1980, RECORDED AT BOOK 565, PAGE 456, CALAVERAS COUNTY RECORDS AND DESCRIBED AS PARCEL 2 AS SHOWN UPON THE PARCEL MAP FILED FOR RECORD IN BOOK 2 OF PARCEL MAPS AT PAGE 157, CALAVERAS COUNTY RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(4) EASEMENT DATED FEBRUARY 12, 1988 BETWEEN WESTERN SOURCE, INC., GRANTOR, AND UNION PACIFIC UTILITY DISTRICT, GRANTEE, RECORDED AT BOOK 869, PAGE 86, CALAVERAS COUNTY RECORDS. THIS IS A 10 FOOT WIDE EASEMENT FOR MAINTAINING WATER PIPELINES, LYING IN A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 13 EAST, M.D.M., CALAVERAS COUNTY, CALIFORNIA.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320252 A
PROPERTY NAME: DUNN PURCHASE
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: SAN BERNARDINO

LAND DESCRIPTION:

AN UNDIVIDED 50% INTEREST IN AND TO THE FEE ESTATE DESCRIBED AS FOLLOWS:

TOWNSHIP 11 NORTH, RANGE 5 EAST, SBBM

SECTION 11: SW/4

SUBJECT TO:

GRANT OF EASEMENT FROM CYPRUS MINES CORPORATION, GRANTOR, TO CONTINENTAL TELEPHONE COMPANY OF CALIFORNIA DATED MAY 14, 1970:

(1) A 10 FOOT STRIP OF LAND LYING WITHIN THE SW/4 OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 5 EAST, S.B.M.; THE CENTER LINE OF WHICH IS DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, 338.94 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 45 DEGREES 40'00" EAST, 378.88 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 47 DEGREES 54'00" EAST, 110.84 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, 365.84 FEET OF SAID a NORTHWEST CORNER OF SAID SOUTHWEST QUARTER.

(2) A 4 FOOT STRIP OF LAND LYING WITHIN THE SW/4 OF SECTION 11, THE CENTER LINE OF WHICH IS DESCRIBED AS: BEGINNING AT SAID POINT "A" THENCE NORTH 43 DEGREES 13'00" WEST 40 FEET.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320179
PROPERTY NAME: BOY SCOUTS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MASSACHUSETTS
COUNTY NAME: FRANKLIN

LAND DESCRIPTION:

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED IN TH E TOWN OF ROWE, COUNTY OF FRANKLIN AND COMMONWEALTH OF MASSACHUSETTS, AND CONTAINING ABOUT ONE HUNDRED AND THIRTY ACRES, MORE OR LESS, BOUNDED AS FOLLOWS:

"NORTHERLY ON LAND NOW OR FORMERLY OF JOHN AND WASHINGTON CRESSEY; WESTERLY ON LAND NOW OR FORMERLY OF THE HEIRS OF ERASTUS RICE AND BY DEERFIELD RIVER SOUTHERLY BY DEERFIELD RIVER AND EASTERLY BY LAND FORMERLY OF PHINEAS T. CARPENTER....

THE ABOVE PARCEL IS CONVEYED WITH ALL THE SOAPSTONE OR STEATITE QUARRIES AND ALL THE MARBLE, SOAPSTONE AND MINERALS THEREIN CONTAINED, AND ARE THE SAME PREMISES CONVEYED TO MARTHA T. ABBOT BY HENRY F. SPENCER BY DEED DATED THE TWENTY-EIGHTH DAY OF JULY IN THE YEAR OF OUR LORD ONE THOUSAND EIGHT HUNDRED AND EIGHTY-FOUR AND RECORDED WITH ... AND WITH FRANKLIN COUNTY DEEDS, IN BOOK 477, PAGE 401."

SUBJECT TO AN EASEMENT TO DIVERT WATER FROM THE DEERFIELD RIVER AS GRANTED BY MARTHA T. ABBOT TO CHASE AND HARRIMAN, INCORPORATED, BY INSTRUMENT DATED APRIL 18, 1910, RECORDED WITH FRANKLIN COUNTY REGISTRY OF DEEDS, BOOK 563, PAGE 209.

EXCEPTING FROM THE ABOVE-DESCRIBED PREMISES THAT PORTION THEREOF CONSISTING OF 15.2 ACRES CONVEYED BY EDWIN H. ABBOT, JUNIOR, TO THE BOSTON AND MAINE RAILROAD BY DEED DATED JULY 28, 1951, RECORDED WITH FRANKLIN COUNTY REGISTRY OF DEEDS, BOOK 964, PAGE 187.

THE PARCEL CONVEYED HEREIN BY THE HAMPDEN COUNCIL, BOY SCOUTS OF AMERICA, INC., TO VERMONT MARBLE COMPANY IS MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000628

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

BEGINNING AT THE SOUTHWEST CORNER OF THE PREMISES HEREBY CONVEYED AT LAND NOW OR FORMERLY OF THE BOSTON & MAINE RAILROAD; THENCE RUNNING NORTHERLY ALONG THE EASTERLY LINE OF LAND NOW OR FORMERLY OF GORDON H. FISHER A DISTANCE OF TWO THOUSAND TWO HUNDRED AND THIRTY (2230) FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE PREMISES HEREBY CONVEYED AT LAND NOW OR FORMERLY OF NEW ENGLAND POWER COMPANY; THENCE EASTERLY ALONG LAND NOW OR FORMERLY OF SAID NEW ENGLAND POWER COMPANY AND ALONG LAND NOW OR FORMERLY OF LLOYD DOUBLEDAY AND ADA E. DOUBLEDAY A DISTANCE OF ONE THOUSAND NINE HUNDRED AND FIFTY (1950) FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PREMISES HEREBY CONVEYED AT LAND NOW OR FORMERLY OF NEW ENGLAND POWER COMPANY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LAND NOW OR FORMERLY OF NEW ENGLAND POWER COMPANY A DISTANCE OF EIGHTEEN HUNDRED (1800) FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PREMISES HEREBY CONVEYED AT LAND NOW OR FORMERLY OF THE BOSTON & MAINE RAILROAD; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF LAND NOW OR FORMERLY OF THE BOSTON & MAINE RAILROAD A DISTANCE OF TWO THOUSAND ONE HUNDRED AND FIFTY (2150) FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE RIGHT OF THE PUBLIC IN AND TO TUNNEL ROAD.

THE PREMISES ABOVE DESCRIBED ARE BELIEVED TO CONTAIN NINETY (90) ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY ALL OF THE LAND IN ROWE, FRANKLIN COUNTY, MASSACHUSETTS, CONVEYED BY DEED FROM MT. TOM COUNCIL, INC., BOY SCOUTS OF AMERICA, TO HAMPDEN COUNCIL, BOY SCOUTS OF AMERICA, INC., DATED NOVEMBER 1, 1960. RECORDED WITH FRANKLIN COUNTY REGISTRY OF DEEDS, BOOK 1113, PAGE 14.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320019
PROPERTY NAME: QUINTA LAND/KYD DIV.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED PREMISES IN GALLATIN COUNTY, MONTANA, TO WIT:

A PARCEL OF LAND CONTAINING 6.002 ACRES, MORE OR LESS, LOCATED IN THE WEST HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 EAST, MONTANA PRINCIPAL MERIDIAN, GALLATIN COUNTY, MONTANA, AS SHOWN ON THE ATTACHED PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, WHICH IS MARKED WITH A BRASS CAPPED IRON MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36, WHICH IS MARKED WITH A BRIDGE SPIKE REFERENCED WITH TWO BUREAU OF LAND MANAGEMENT MONUMENTS, BEARS NORTH 15 DEG. 55' 31" WEST A DISTANCE OF 2640.83 FEET; THENCE, FROM CORNER NO. 1, NORTH 50 DEG. 10' 00" EAST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 630.00 FEET TO CORNER NO. 2, WHICH IS MARKED WITH A BRASS CAPPED IRON MONUMENT; THENCE FROM CORNER NO. 2, SOUTH 39 DEG. 50' 00" EAST A DISTANCE OF 415.00 FEET TO CORNER NO. 3, WHICH IS MARKED WITH A BRASS CAPPED IRON MONUMENT; THENCE FROM CORNER NO. 3, SOUTH 50 DEG. 10' 00" WEST A DISTANCE OF 630.00 FEET TO CORNER NO. 4, WHICH IS MARKED WITH A BRASS CAPPED IRON MONUMENT; THENCE FROM CORNER NO. 4, NORTH 39 DEG. 50' 00" WEST A DISTANCE OF 415.00 FEET TO CORNER NO. 1.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000630

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320022
PROPERTY NAME: FITSHUGH, FRANCES
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

ALL THAT PART OF THE W/2 NW/4 OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 EAST, M.P.M., GALLATIN COUNTY, MONTANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SECTION 36 WITH THE SOUTH LINE OF MILWAUKEE LAND COMPANY'S SECOND ADDITION TO THE TOWN OF THREE FORKS, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ADDITION 749 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF THE MAIN THREE FORKS-WILLOW CREEK ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROAD AND THE PROLONGATION THEREOF,A DISTANCE OF 872 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG THE CENTER LINE OF SAID THREE FORKS-WILLOW CREEK ROAD TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF SAID W/2 NW/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE W/2 NW/4 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 36 TO A POINT WHICH IS 872 FEET SOUTH OF THE SOUTH LINE OF MILWAUKEE LAND COMPANY'S SECOND ADDITION; THENCE EAST A DISTANCE OF 749 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320070
PROPERTY NAME: T.B.E. ENTERPRISES
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

TOWNSHIP 2 NORTH, RANGE 1 EAST, M.P.M.

SECTION 36: A 30 ACRE PARCEL OF LAND LOCATED IN THE NW/4 AND SW/4 AS MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF SURVEY 1098 FILED ON THE 9TH DAY OF MARCH 1983 IN THE GALLATIN COUNTY RECORDER'S OFFICE.

ALSO DESCRIBED AS TRACT A OF COS #1098.

SUBJECT TO:

(1) EASEMENT BETWEEN CYPRUS MINES CORPORATION, GRANTOR, AND U.S. WEST COMMUNICATIONS, INC., GRANTEE, DATED JANUARY 15, 1992, RECORDED AT FILM 121, PAGE 2856 IN THE RECORDS OF GALLATIN COUNTY, MONTANA.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320007
PROPERTY NAME: BAR SEVEN COMPANY
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

A TRACT OF LAND SITUATED WITHIN THE SE/4 SE/4 OF SECTION 32, THE S/2 OF SECTION 33 TOWNSHIP 8 SOUTH, RANGE 1 WEST, P.M.M. AND THE NE/4, SE/4, SW/4 AND NW/4 OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 1 WEST, P.M.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 32 AND 33, T8S-R1W, AND SECTIONS 4 AND 5, T9S-R1W,

THENCE SOUTH 00 DEG. 29' 02" EAST A DISTANCE OF 2994.66 FEET TO THE 1/4 SECTION CORNER TO SAID SECTIONS 4 AND 5;

THENCE SOUTH 00 DEG. 28' 31" EAST A DISTANCE OF 2639.51 FEET TO THE SECTION CORNER COMMON TO SECTIONS 4, 5, 8 AND 9, T9S-R1W;

THENCE NORTH 89 DEG. 58' 31" WEST A DISTANCE OF 2656.84 FEET TO THE 1/4 SECTION CORNER COMMON TO SAID SECTIONS 5 AND 8;

THENCE NORTH 89 DEG. 48' 05" WEST A DISTANCE OF 2640.02 FEET TO THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7 AND 8, T9S-R1W;

THENCE NORTH 00 DEG. 30' 35" WEST A DISTANCE OF 2640.10 FEET TO THE 1/4 SECTION CORNER COMMON TO SAID SECTIONS 5 AND 6;

THENCE NORTH 00 DEG. 27' 47" EAST A DISTANCE OF 363.81 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS 5 AND 6 TO A CORNER;

THENCE NORTH 58 DEG. 35' 58" EAST A DISTANCE OF 5049.72 FEET TO A CORNER, SAID CORNER BEING A POINT ON THE SECTION LINE COMMON TO SECTION 5, T9S-R1W AND SECTION 32, T 8S-R1W;

THENCE NORTH 58 DEG. 35' 58" EAST A DISTANCE OF 1124.77 FEET TO A CORNER, SAID CORNER BEING A POINT ON THE SECTION LINE COMMON TO SECTIONS 32 AND 33, T8S-R1W;

THENCE NORTH A DISTANCE OF 2042.87 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS 32 AND 33 TO THE 1/4 SECTION CORNER COMMON TO SAID SECTIONS;

THENCE SOUTH 88 DEG. 47' 51" EAST A DISTANCE OF 5331.66 FEET TO THE 1/4

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SECTION CORNER COMMON TO SECTIONS 33 AND 34, T8S-R1W;

THENCE SOUTH 00 DEG. 52' 57" WEST A DISTANCE OF 2667.57 FEET TO THE SECTION CORNER COMMON TO SECTIONS 33 AND 34, T8S-R1W, AND SECTIONS 3 AND 4, T9S-R1W;

THENCE NORTH 88 DEG. 46' 09" WEST A DISTANCE OF 2634.79 FEET TO THE 1/4 SECTION CORNER COMMON TO SECTION 33, T8S-R1W, AND SECTION 4, T9S-R1W;

THENCE NORTH 88 DEG. 13' 09" WEST A DISTANCE OF 2656.51 FEET TO THE SECTION CORNER COMMON TO SECTIONS 32 AND 33, T8S-R1W, AND SECTION 4 AND 5, T9S-R1W AND THE POINT OF BEGINNING.

ACCORDING TO CERTIFICATE OF SURVEY ON FILE AND OF RECORD IN THE OFFICE OF THE MADISON COUNTY CLERK AND RECORDER IN BOOK 7 OF SURVEYS, ON PAGE 475.

SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

A. THE PROPERTY SHALL NOT BE SUBDIVIDED FOR HOME BUILDING SITES FOR A PERIOD OF 20 YEARS FROM THE DATE OF THE DEED. VIOLATION OF THIS COVENANT MAY BE ENFORCED BY INJUNCTIVE RELIEF; PROVIDED, HOWEVER, THIS COVENANT SHALL NOT BE CONSTRUED TO PREVENT GRANTEE FROM ERECTING BUILDINGS, INCLUDING LODGING FACILITIES, FOR MINE OPERATIONS AND PERSONNEL;

B. GRANTOR SHALL RETAIN THE RIGHT TO GRAZE ITS CATTLE AND SHEEP ON THE PROPERTY, AT ITS SOLE RISK, FOR A PERIOD OF 20 YEARS FROM THE DATE OF THE DEED, PROVIDED SUCH GRAZING DOES NOT INTERFERE WITH GRANTEE'S MINING OPERATIONS. GRANTEE SHALL HAVE SOLE AND EXCLUSIVE DISCRETION TO DETERMINE WHEN GRAZING INTERFERES OR MAY INTERFERE WITH ITS MINING OPERATIONS, ALL AS MORE COMPLETELY EXPLAINED IN PARAGRAPHS 5 AND 6 OF AGREEMENT BETWEEN THE PARTIES DATED FEBRUARY 15, 1982.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320011
PROPERTY NAME: ELLINGHOUSE, A. E.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 9 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN

SECTION 3: ALL
SECTION 9: ALL

CONTAINING 1295.922 ACRES, MORE OR LESS.

SUBJECT TO:

(1) TRACT A AND TRACT B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF SURVEY NO. 541 AS FILED WITH THE MADISON COUNTY RECORDER IN BOOK 7 OF SURVEYS AT PAGE 541, CONTAINING APPROXIMATELY 2.528 ACRES. (THIS PROPERTY WAS CONVEYED BY QUITCLAIM DEED DATED JUNE 13, 1983 FROM CYPRUS TO MADISON COUNTY.)

(2) 2.11 ACRES CONVEYED BY RIGHT-OF-WAY EASEMENT DATED SEPTEMBER 22, 1986 FROM CYPRUS MINES CORP. TO THE MONTANA POWER COMPANY, RECORDED IN BOOK 319, PAGE 929, MADISON COUNTY, MONTANA, AS DESCRIBED BELOW:

TOWNSHIP 9 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN, MADISON COUNTY

SECTION 9: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 9;

THENCE APPROXIMATELY 1752 FEET IN A NORTHEASTERLY DIRECTION NORTH 19 DEGREES 23 MINUTES EAST TO THE TRUE POINT OF BEGINNING IN THE NW/4 NW/4 OF SECTION 9;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE IN A SOUTHERLY DIRECTION SOUTH 00 DEGREES 01 MINUTES WEST FOR APPROXIMATELY 549 FEET;
THENCE SOUTH 55 DEGREES 59 MINUTES EAST FOR APPROXIMATELY 1381 FEET;
THENCE SOUTH 31 DEGREES 59 MINUTES EAST FOR APPROXIMATELY 470 FEET;
THENCE SOUTH 10 DEGREES 57 MINUTES EAST FOR APPROXIMATELY 515 FEET;
THENCE SOUTH 71 DEGREES 59 MINUTES EAST FOR APPROXIMATELY 1430 FEET;
THENCE IN A NORTHERLY DIRECTION NORTH 30 DEGREES 01 MINUTE EAST FOR APPROXIMATELY 1470 FEET;
THENCE NORTH 16 DEGREES 01 MINUTES EAST FOR APPROXIMATELY 1550 FEET;
THENCE NORTH 12 DEGREES 51 MINUTES WEST FOR APPROXIMATELY 1750 FEET;
THENCE NORTH 36 DEGREES 58 MINUTES WEST FOR APPROXIMATELY 97 FEET TO A POINT ON THE EXISTING DISTRIBUTION LINE AND THE TERMINUS OF THIS EASEMENT.

TOGETHER WITH THE RIGHT OF ACCESS TO SAID RIGHT OF WAY, AND THE RIGHT TO CLEAR AND REMOVE ALL TIMBER AND BRUSH FROM THE RIGHT OF WAY 10 FEET ON EACH SIDE OF SAID LINE.

(3) EASEMENT DATED AUGUST 1, 1989 BETWEEN CYPRUS MINES CORPORATION, GRANTOR, AND UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, GRANTEE, A STRIP OF LAND LYING WITHIN T9S-R1W, MPM, SECTIONS 3 AND 9.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000636

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320015
PROPERTY NAME: HUDSON, JOHN ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

ALL OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN TRACT 31, SECTION 9, TOWNSHIP 6 SOUTH, RANGE 4 WEST, MONTANA PRINCIPAL MERIDIAN:

BEGINNING AT A POINT LYING NORTH 30 FEET AND EAST 714 FEET OF THE SOUTHWEST CORNER OF SAID SECTION 9, WHICH IS CORNER NO. 1 OF THE TRACT INTENDED TO DESCRIBE;

THENCE RUNNING NORTH 14 DEGREES WEST, 302 FEET OF CORNER NO. 2, WHICH IS THE POINT OF A 16 DEGREE CURVE, THENCE NORTH 35 DEGREES EAST, 616 FEET TO CORNER NO. 3, THE POINT OF TANGENCY OF SAID CURVE, AND WHICH BEARING AND DISTANCE REPRESENTS THE CHORD OF SAID CURVE, THE SEGMENT OF WHICH HAS A MIDDLE ORDINATE OF 157 FEET, THE RADIUS THEREOF BEING 383 FEET;

THENCE RUNNING SOUTH 67 DEGREES 45' EAST, 392 FEET TO A POINT ON THE EAST LINE OF THE SW/4 SW/4 OF SAID SECTION 9, DESIGNATED AS CORNER NO. 4;

THENCE RUNNING SOUTH 3 DEGREES WEST, 658 FEET TO CORNER NO. 5;

THENCE RUNNING NORTH 89 DEGREES 53' WEST, 608 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING; SAID TRACT BEING OTHERWISE KNOWN AS ACRE TRACT 31 OF THE OFFICIAL MATTHEW PLAT OF THE ORIGINAL TOWNSITE OF ALDER AND ADJACENT ACRE TRACTS ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER IN AND FOR SAID COUNTY AND STATE.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320018
PROPERTY NAME: SMITH, ALBERT ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TRACT OF LAND LOCATED IN CITY OR TOWN OF ALDER, COUNTY OF MADISON, STATE OF MONTANA:

ACRE TRACT 28 AND ACRE TRACT 27:

ALL ACCORDING TO THE OFFICIAL PLAT OF THE ORIGINAL TOWNSITE OF ALDER AND ADJACENT ACRE TRACTS, WHICH SAID OFFICIAL PLAT WAS PREPARED IN 1950 BY RICHARD R. MATTHEWS, SURVEYOR, AND FILED FOR RECO RD NOVEMBER 7,1951, IN PLAT BOOK 2, PAGE 1, RECORDS OF MADISON COUNTY, MONTANA.

EXCLUDING HOWEVER FROM SAID ACRE TRACT TWENTY-SEVEN THREE TRACTS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: A TRACT DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING AT THE NORTHWEST CORNER OF ACRE TRACT 27 AND RUNNING THENCE NORTH 76 DEG. 28 1/2' EAST 92.5 FEET; THENCE SOUTH 14 DEG. 05 1/2' EAST 85.5 FEET; THENCE SOUTH 10 DEG. 35' EAST 15.75 FEET; THENCE SOUTH 81 DEG. 55' WEST 115.50 FEET; THENCE NORTH 27 DEG. EAST 93.0 FEET MORE OR LESS TO THE POINT OF BEGINNING OF SAID EXCLUDED TRACT.

TRACT 2: A TRACT DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF ACRE TRACT 27 AND RUNNING THENCE SOUTH 14 DEG. 05 1/2' EAST 85.5 FEET; THENCE SOUTH 76 DEG. 28 1/2' WEST 63.5 FEET; THENCE NORTH 14 DEG. 05 1/2' WEST 85.5 FEET; THENCE NORTH 76 DEG. 28 1/2' EAST 63.5 FEET TO THE PLACE OF BEGINNING OF SAID EXCLUDED TRACT.

TRACT 3: A TRACT DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT: BEGINNING

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

AT A POINT FROM WHICH THE NORTHWEST CORNER OF ACRE TRACT 27 BEARS SOUTH 76 DEG.2 8 1/2' WEST 92.5 FEET AND RUNNING THENCE NORTH 76 DEG. 28 1/2 EAST 24.0 FEET; THENCE SOUTH 14 DEG. 05 1/2' EAST 85.5 FEET; THENCE SOUTH 76 DEG. 28 1/2 WEST 24.0 FEET; THENCE NORTH 14 DEG. 05 1/2 ' WEST 85.5 FEET TO THE PLACE OF BEGINNING OF SAID EXCLUDED TRACT.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320077
PROPERTY NAME: MCATEE, EDWARD ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 8 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN:

SECTION 34: S/2, NE/4, E/2 NW/4, LOTS 1 AND 2

CONTAINING 624.33 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320142
PROPERTY NAME: CLARK, LOUIS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 9 NORTH, RANGE 1 WEST, M.P.M., MADISON COUNTY, MONTANA

SECTION 4: LOTS 2, 3, AND 4 (SURFACE ONLY - ORIGINAL PATENT # 951976)
S/2 N/2 (SURFACE ONLY - ORIGINAL PATENT #951976)
S/2 (SURFACE AND MINERAL - ORIGINAL PATENT #787985)

INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL MINES, INCLUDING THE YELLOWSTONE MINE, ALL MINING CLAIMS, WHETHER PATENTED OR UNPATENTED, AND ALL MINERALS UNDERLYING SAID PROPERTY.

CONTAINING 627.38 ACRES (307.38 SURFACE ONLY ACRES, AND 320 SURFACE AND MINERAL ACRES).

SUBJECT TO:

(1) RIGHT OF WAY FOR HIGHWAY PURPOSES FOR A HIGHWAY TO BE LOCATED, CONSTRUCTED, OPERATED, AND MAINTAINED UNDER THE AUTHORITY OF THE SECRETARY OF AGRICULTURE OF THE UNITED STATES AND KNOWN AS THE JOHNNY RIDGE ROAD, PROJECT NUMBER 324, 66 FEET IN WIDTH ON, OVER, AND ACROSS THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE COUNTY OF MADISON, STATE OF MONTANA:

TOWNSHIP 9 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN, MADISON COUNTY, MT

SECTION 4: E/2 SE/4, SW/4 SE/4

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000641

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

IF AT ANY TIME THIS EASEMENT, OR ANY HIGHWAY CONSTRUCTED THEREON, SHALL BE ABANDONED BY THE UNITED STATES OR ITS ASSIGNS, THE RIGHTS AND PRIVILEGES

HEREBY GRANTED SHALL CEASE AND TERMINATE AND THE PREMISES TRAVERSED SHAL L BE FREED FROM SAID EASEMENT AS FULLY AND COMPLETELY AS IF THIS DEED HAD NOT BEEN MADE.

(2) RIGHT OF WAY CONVEYED BY LOUIS AND EMMA CLARK TO MONTANA POWER COMPANY BY RIGHT OF WAY EASEMENT DATED FEBRUARY 6, 1952 AND IS EXCEPTED FROM THE SECTION 4 CONVEYANCE:

RIGHT OF WAY FOR ELECTRIC TRANSMISSION AND TELEPHONE SYSTEM, WITH RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE SAME, SURVEYED AND LOCATED OVER AND ACROSS THAT CERTAIN REAL PROPERTY, LOCATED IN MADISON COUNTY, MONTANA:

TOWNSHIP 9 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN, MADISON COUNTY, MT

SECTION 4: S/2 SE/4, NE/4 SE/4

(3) PARCEL OF LAND CONVEYED TO MONTANA POWER COMPANY BY CYPRUS INDUSTRIAL MINERALS COMPANY ON SEPTEMBER 22, 1986, AND RECORDED IN BOOK 319, PAGE 929, MADISON COUNTY, MONTANA:

TOWNSHIP 9 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN, MADISON COUNTY

SECTION 9: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 9;

THENCE APPROXIMATELY 1752 FEET IN A NORTHEASTERLY DIRECTION NORTH 19 DEGREES 23 MINUTES EAST TO THE TRUE POINT OF BEGINNING IN THE NW/4 NW/4 OF SECTION 9;
THENCE IN A SOUTHERLY DIRECTION SOUTH 00 DEGREES 01 MINUTES WEST FOR APPROXIMATELY 549 FEET;
THENCE SOUTH 55 DEGREES 59 MINUTES EAST FOR APPROXIMATELY 1381 FEET;
THENCE SOUTH 31 DEGREES 59 MINUTES EAST FOR APPROXIMATELY 470 FEET;
THENCE SOUTH 10 DEGREES 57 MINUTES EAST FOR APPROXIMATELY 515 FEET;
THENCE SOUTH 71 DEGREES 59 MINUTES EAST FOR APPROXIMATELY 1430 FEET;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000642

REDACTED DOCUMENT

THENCE IN A NORTHERLY DIRECTION NORTH 30 DEGREES 01 MINUTE EAST FOR APPROXIMATELY 1470 FEET;
THENCE NORTH 16 DEGREES 01 MINUTES EAST FOR APPROXIMATELY 1550 FEET;
THENCE NORTH 12 DEGREES 51 MINUTES WEST FOR APPROXIMATELY 1750 FEET;
THENCE NORTH 36 DEGREES 58 MINUTES WEST FOR APPROXIMATELY 97 FEET TO A POINT ON THE EXISTING DISTRIBUTION LINE AND THE TERMINUS OF THIS EASEMENT.

TOGETHER WITH THE RIGHT OF ACCESS TO SAID RIGHT OF WAY, AND THE RIGHT TO CLEAR AND REMOVE ALL TIMBER AND BRUSH FROM THE RIGHT OF WAY 10 FEET ON EACH SIDE OF SAID LINE.

(5) GRANT OF EASEMENT DATED MARCH 31, 1988 BETWEEN CYPRUS MINES CORP., GRANTOR, AND MONTANA TALC COMPANY, GRANTEE, RECORDED AT BOOK 331, PAGES 530-535 IN THE RECORDS OF THE COUNTY OF MADISON, STATE OF MONTANA, CONTAINING 18.88 ACRES, MORE OR LESS.

(6) SETTLEMENT AGREEMENT BETWEEN CYPRUS MINES CORPORATION AND MONTANA TALC COMPANY DATED MARCH 31, 1988.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000643

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320148
PROPERTY NAME: STANISICH, ARDITH
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 2 SOUTH, RANGE 6 WEST, MONTANA PRINCIPAL MERIDIAN, MADISON COUNTY, MT

SECTION 14: ALL THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E/2 NE/4) LYING WESTERLY OF THE MONTANA HIGHWAY.

SUBJECT TO:

(1) RIGHT OF WAY EASEMENT GRANTED TO VIGILANTE ELECTRIC COOPERATIVE FOR AN ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM RECORDED IN BOOK 197, PAGE 57;

(2) RIGHT OF WAY EASEMENT GRANTED TO TAYLOR, NELSON AND KNAPP, INC. FOR AN ELECTRIC TRANSMISSION SYSTEM AND TELEPHONE SYSTEM AS SURVEYED OVER THE ABOVE LANDS RECORDED IN BOOK 129, PAGE 628.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320183
PROPERTY NAME: GRAND ISLAND MILL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: NEBRASKA
COUNTY NAME: HALL

LAND DESCRIPTION:

A TRACT OF LAND LOCATED IN THE WEST HALF (W/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 9 WEST, OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE WEST HALF (W/2) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 15, THENCE SOUTH 00 DEGREES 00' 00" WEST ALONG THE EAST LINE OF SAID WEST HALF OF NORTHEAST QUARTER (W/2 NE/4) A DISTANCE OF 632.12 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY #30, ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00' 18" WEST ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4), A DISTANCE OF 1939.26 FEET TO A POINT OF INTERSECTION OF EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) AND NORTH LINE OF CITY OF GRAND ISLAND PROPERTY, THENCE NORTH 89 DEGREES 16' 50" WEST ALONG SAID NORTH LINE OF CITY OF GRAND ISTLAND PROPERTY A DISTANCE OF 108.12 FEET TO A POINT OF INTERSECTION OF SAID NORTH LINE OF CITY OF GRAND ISLAND PROPERTY AND NORTHERLY RIGHT-OF-WAY OF BURLINGTON NORTHERN RAILROAD, THENCE NORTH 62 DEGREES 03' 56" WEST ALONG SAID BURLINGTON NORTHERN RIGHT-OF-WAY A DISTANCE OF 474.24 FEET, THENCE NORTH 27 DEGREES 56' 04" EAST ALONG A LINE PERPENDICULAR TO SAID BURLINGTON NORTHERN RIGHT-OF-WAY A DISTANCE OF 300.00 FEET, THENCE SOUTH 62 DEGREES 03' 56" EAST ALONG A LINE PARALLEL TO SAID BURLINGTON NORTHERN RIGHT-OF-WAY A DISTANCE OF 151.19 FEET TO A POINT IN THE CENTERLINE OF WEST U.P.R.R. SPUR TRACK, THENCE NORTH 00 DEGREES 00' 18" EAST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4), LINE ALSO BEING THE CENTERLINE OF SAID WEST U.P.R.R. SPUR TRACK, A DISTANCE OF 878.49 FEET, THENCE NORTH 89 DEGREES 59' 00" EAST A DISTANCE OF 173.00 FEET, THENCE NORTH 00 DEGREES 00' 36" EAST

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS;. (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

A DISTANCE OF 604.80 FEET TO A POINT ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY #30, THENCE NORTH 64 DEGREES, 28' 56" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #30 A DISTANCE OF 88.62 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 10.130 ACRES MORE OR LESS.

SUBJECT TO:

(1) ELECTRICAL EASEMENT GRANTED BY CYPRUS MINES CORPORATION ON MAY 15, 1989 TO THE CITY OF GRAND ISLAND, RECORDED AS DOCUMENT NO. 89-103034, CONTAINING 0.942 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000646

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320187
PROPERTY NAME: U.P. LAND RESOURCES
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: NEBRASKA
COUNTY NAME: HALL

LAND DESCRIPTION:

A TRACT OF LAND COMPRISING A PART OF THE NE/4 OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 9 WEST, OF THE 6TH P.M. IN HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 163.00 FEET;

THENCE DEFLECTING RIGHT 90 DEGREES 00' 27.00 FEET;

THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID SECTION 15 A DISTANCE OF 1734.52 FEET (MEASURED), 1735.16 FEET (RECORD);

THENCE DEFLECTING RIGHT 90 DEGREES 21' 34" AND RUNNING WESTERLY A DISTANCE OF 647.75 FEET (MEASURED), 648.04 FEET (RECORD);

THENCE DEFLECTING LEFT 90 DEGREES 30' 23" AND RUNNING SOUTHERLY A DISTANCE OF 675.02 FEET (MEASURED), 675.02 FEET (RECORD);

THENCE DEFLECTING RIGHT 90 DEGREES 32' AND RUNNING WESTERLY, 66.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NE/4 LINE A DISTANCE OF 645.50 FEET (MEASURED), 646.00 FEET (RECORD) TO A POINT ON THE WEST LINE OF THE E/2 OF THE NE/4;

THENCE DEFLECTING LEFT 90 DEGREES 44' 41" AND RUNNING SOUTHERLY ALONG THE WEST LINE OF THE E/2 OF THE NE/4, A DISTANCE OF 56.20 FEET (MEASURE AND RECORD) TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;

THENCE DEFLECTING RIGHT 117 DEGREES 55' 11" AND RUNNING NORTHWESTERLY ALONG SAID

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 597.34 FEET (MEASURED), TO THE ACTUAL PLACE OF BEGINNING, SAID POINT BEING THE SOUTHWESTERLY CORNER OF A 10.13 ACRE PARCEL OF LAND CONVEYED BY UNION PACIFIC LAND RESOURCES CORPORATION TO CYPRUS MINES CORPORATION BY SPECIAL WARRANTY DEED DATED MARCH 31, 1989;

THENCE CONTINUING ALONG THE LAST DESCRIBED LINE AND RUNNING NORTHWESTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1014.80 FEET (MEASURED), TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE AND ON THE ARC OF A CURVE WHOSE RADIUS IS 2814.93 FEET (THE LONG CHORD OF WHICH DEFLECTS RIGHT 01 DEGREES 09' 29" FROM THE PRECEDING COURSE, AND HAVING A LONG CHORD DISTANCE OF 209.17 FEET (MEASURED);

THENCE DEFLECTING RIGHT 78 DEGREES 25' 10" FROM THE LONG CHORD OF THE LAST DESCRIBED CURVE AND RUNNING NORTHEASTERLY, A DISTANCE OF 366.07 FEET (MEASURED), 365.02 FEET (RECORD);

THENCE DEFLECTING RIGHT 46 DEGREES 34' 51" AND RUNNING NORTHEASTERLY A DISTANCE OF 310.76 FEET (MEASURED), 310.89 FEET (RECORD);

THENCE DEFLECTING LEFT 64 DEGREES 02' 00" AND RUNNING NORTHERLY A DISTANCE OF 149.15 FEET (MEASURED), 149.15 FEET (RECORD) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 30, ALSO BEING A POINT ON A CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG SAID HIGHWAY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE WHOSE RADIUS IS 1950.08 FEET (THE LONG CHORD OF WHICH DEFLECTS RIGHT 71 DEGREES 56' 49" FROM THE PRECEDING COURSE), A LONG CHORD DISTANCE OF 508.95 FEET (MEASURED);

THENCE DEFLECTING LEFT 07 DEGREES 29' 10" FROM THE LONG CHORD OF THE LAST DESCRIBED CURVE AND RUNNING NORTHEASTERLY ALONG SAID HIGHWAY RIGHT-OF-WAY LINE A DISTANCE OF 576.49 FEET (MEASURED);

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000648

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE DEFLECTING RIGHT 121 DEGREES 51' 28" AND RUNNING SOUTHWESTERLY, A DISTANCE OF 114.30 FEET (MEASURED, 114.40 FEET (RECORD) TO A POINT OF CURVATURE; RECORD), TO A POINT IN A NORTH LINE OF SAID 10.13 ACRE PARCEL OF LAND;

THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE WHOSE RADIUS IS 756.00 FEET (THE LONG CHORD OF WHICH DEFLECTS LEFT 03 DEGREES 10' 54" FROM THE PRECEDING COURSE), A LONG CHORD DISTANCE OF 83.95 FEET (MEASURED);

THENCE DEFLECTING LEFT 03 DEGREES 10'54" FROM THE LONG CHORD OF THE LAST DESCRIBED CURVE AND RUNNING SOUTHERLY A DISTANCE OF 344.62 FEET MEASURED), TO A POINT IN A NORTH LINE OF SAID 10.13 ACRE PARCEL OF LAND;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID 10.13 ACRE PARCEL OF LAND FOR THE FOLLOWING FOUR (4) COURSES:

1) DEFLECTING RIGHT 90 DEGREES 00' AND RUNNING WESTERLY, A DISTANCE OF 23.06 FEET (MEASURED);

2) DEFLECTING LEFT 89 DEGREES 58' 42" AND RUNNING SOUTHERLY, A DISTANCE OF 878.49 FEET (MEASURED AND RECORD);

3) DEFLECTING RIGHT 117 DEGREES 55' 46" AND RUNNING NORTHWESTERLY, A DISTANCE OF 151.19 FEET (MEASURED AND RECORD);

4) DEFLECTING LEFT 90 DEGREES 00' AND RUNNING SOUTHWESTERLY, A DISTANCE OF 300.00 FEET (MEASURED AND RECORD) TO THE ACTUAL PLACE OF BEGINNING.

SUBJECT TO:

(1) ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF, SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO UNION PACIFIC LAND RESOURCES CORPORATION, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LANDS

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000649

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

HEREBY CONVEYED, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY CYPRUS, ITS SUCCESSORS OR ASSIGNS; AND

(2) A PERPETUAL EASEMENT FOR A RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, RENEWAL, RECONSTRUCTION AND RELOCATION OF RAILROAD TRACKAGE AND APPURTENANCES OVER AND ACROSS THE LANDS DESCRIBED BELOW:

A PARCEL OUT OF THE NE/4 OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE W/2 OF THE NE/4 OF SAID SECTION 15;

THENCE S 00 DEGREES 00' 00" W, 632.12 FEET ALONG THE EAST LINE OF SAID W/2 OF THE NE/4, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 30;

THENCE DEFLECTING RIGHT 64 DEGREES 30' 20" AND RUNNING SOUTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 235.44 FEET TO A POINT, THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE DEFLECTING LEFT 58 DEGREES 08' 32" AND RUNNING SOUTHWESTERLY A DISTANCE OF 114.40 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 756.00 FEET, (THE LONG CHORD OF WHICH DEFLECTS LEFT 03 DEGREES 10' 54" FROM THE PRECEDING COURSE) A LONG CHORD DISTANCE OF 83.95 FEET AND A DELTA OF 06 DEGREES 21' 56";

THENCE DEFLECTING LEFT 03 DEGREES 10' 54" FROM THE LONG CHORD OF THE LAST DESCRIBED CURVE AND RUNNING SOUTHERLY A DISTANCE OF 344.62 FEET TO A POINT;

THENCE DEFLECTING RIGHT 90 DEGREES 00' 00" AND RUNNING WESTERLY A DISTANCE OF 23.06 FEET TO A POINT;

THENCE DEFLECTING LEFT 90 DEGREES 00' 00" AND RUNNING SOUTHERLY A DISTANCE OF 878.49 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE DEFLECTING RIGHT 117 DEGREES 56' 04", AND RUNNING NORTHWESTERLY A DISTANCE OF 16.98 FEET TO A POINT;

THENCE DEFLECTING RIGHT 62 DEGREES 03' 56", AND RUNNING NORTHERLY 1215.16 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 303.03 FEET, THE LONG CHORD OF WHICH DEFLECTS RIGHT 08 DEGREES 21' 41" FROM

THE PRECEDING COURSE AND A CHORD DISTANCE OF 88.13 FEET AND A DELTA OF 16 DEGREES 43' 22", TO A POINT OF NON-TANGENCY;

THENCE DEFLECTING LEFT 01 DEGREES 59' 53", AND RUNNING NORTHEASTERLY A DISTANCE OF 95.76 FEET TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF THE AFORE-MENTIONED HIGHWAY RIGHT OF WAY;

THENCE DEFLECTING RIGHT 58 DEGREES 08' 32", AND RUNNING NORTHEASTERLY ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 35.32 FEET TO THE POINT OF BEGINNING.

(3) LEASE AGREEMENT BETWEEN UNION PACIFIC LAND RESOURCES CORP., AS ASSIGNED, LESSOR, AND DENNIS D. EWOLDT, LESSEE, DATED OCTOBER 1, 1989, AS AMENDED. INCLUDES LANDS LOCATED IN THE NE/4 OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 9 WEST, AND CONSISTS OF 31.22 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000651

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320108
PROPERTY NAME: METROPOLITAN TALC CO
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: NEW JERSEY
COUNTY NAME: MIDDLESEX

LAND DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND AND PREMISES, HEREINAFTER PARTICULARLY DESCRIBED, SITUATE, LYING AND BEING IN THE BOROUGH OF SOUTH PLAINFIELD, COUNTY OF MIDDLESEX, AND STATE OF NEW JERSEY.

BEGINNING AT A POINT IN THE WESTERLY SIDE LINE OF THE PERTH AMBOY BRANCH OF THE LEHIGH VALLEY RAILROAD, SAID BEGINNING POINT BEING THE INTERSECTION OF THE WESTERLY SIDE OF SAID RAILROAD WITH THE DIRECT PROLONGATION IN A WESTERLY DIRECTION OF THE NORTHERLY SIDE LINE OF HARMICH ROAD; THENCE RUNNING:

1. FROM SAID BEGINNING POINT ALONG THE WESTERLY SIDE LINE OF THE PERTH AMBOY BRANCH OF THE LEHIGH VALLEY RAILROAD SOUTH 33 DEGREES 49 MINUTES EAST A DISTANCE OF 740.10 FEET TO A POINT AND CORNER, IN A NORTHERLY LINE OF UNITED REAL ESTATE; THENCE
2. ALONG SAID LINE SOUTH 56 DEGREES 11 MINUTES WEST A DISTANCE OF 89.46 FEET TO AN ANGLE POINT; THENCE
3. ALONG A NORTHERLY LINE OF, NOW OR FORMERLY KRIEGEL, SOUTH 61 DEGREES 58 MINUTES WEST A DISTANCE OF 570 FEET, MORE OR LESS TO THE CENTER OF BOUND BROOK; THENCE
4. DOWN BOUND BROOK FOLLOWING THE CENTER THEREOF IN A GENERAL NORTHERLY DIRECTION A DISTANCE OF 950 FEET, MORE OR LESS TO A POINT AND CORNER IN THE SOUTHERLY LINE OF PROPERTY RECENTLY TRANSFERRED FROM METROPOLITAN TALC COMPANY TO ELIZABETHTOWN WATER COMPANY; THENCE
5. ALONG SAID SOUTHERLY LINE NORTH 56 DEGREES 11 MINUTES EAST A DISTANCE OF 599.09 FEET TO A POINT AND CORNER IN THE WESTERLY SIDE LINE OF THE PERTH AMBOY BRANCH OF THE LEHIGH VALLEY RAILROAD; THENCE
6. ALONG THE WESTERLY SIDE OF SAID RAILROAD SOUTH 33 DEGREES 49 MINUTES EAST A DISTANCE OF 181.54 FEET TO THE POINT AND PLACE OF BEGINNING, BEING THE PROLONGATION OF THE NORTHERLY SIDE LINE OF HARMICH ROAD AND ITS INTERSECTION WITH THE WESTERLY LINE OF THE RAILROAD.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000652

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SUBJECT TO:

(1). RIGHTS, PUBLIC AND PRIVATE, TOGETHER WITH FLOODING AND DRAINAGE RIGHTS, IF ANY, IN AND TO ALL STREAMS, RIVERS OF WATER COURSES, CROSSING, BOUNDING OR AFFECTING THE PREMISES IN QUESTION.

(2). RIGHTS, PUBLIC AND PRIVATE, IN ALL ROADS, STREETS AND AVENUES, CROSSING, BOUNDING AND AFFECTING THE PREMISES IN QUESTION.

(3). OUTSTANDING RIGHTS IN RAILROAD TRACKS.

(4). SIDETRACK EASEMENT TO LEHIGH VALLEY RAILROAD FROM UNITED REAL ESTATE COMPANY AS RECORDED IN DEED BOOK 2507, PAGE 758.

(5). EASEMENT FOR AND RIGHT TO ACCESS TO MAINTAIN ELECTRICAL AND TELEPHONE SERVICE GRANTED TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND NEW JERSEY BELL TELEPHONE COMPANY DATED DECEMBER 28, 1965, AS CONTAINED IN DEED BOOK 2527 PAGE 440.

(6). COVENANTS AND RESERVATIONS IN DEED BOOK 2733, PAGE 481 AND DEED BOOK 2733, PAGE 485.

(7). APPLICATION FOR WATER SERVICE - MIDDLESEX WATER COMPANY

(8). LICENSE FOR UNDERGRADE INSTALLATION - LEHIGH VALLEY RAILROAD CO.

(9). INDENTURE BETWEEN UNITED REAL ESTATE CO., AS GRANTOR, AND LEHIGH VALLEY RAILROAD COMPANY DATED JULY 20, 1965, RECORDED AT BOOK 2510, PAGE 941.

(10.) AGREEMENT DATED JULY 27, 1965 BETWEEN LEHIGH VALLEY RAILROAD COMPANY, LICENSOR, AND METROPOLITAN TALC COMPANY, INC., LICENSEE, WHICH PROVIDES AN EASEMENT FOR TWO PRIVATE ROAD CROSSINGS, EACH 50 FEET WIDE, EXTENDING FROM LICENSEE'S PROPERTY TO METUCHEN ROAD, ONE SITUATE OPPOSITE TO AND IN LINE OF HARMICH ROAD AND THE OTHER AT THE SOUTHERLY LIMITS OF LICENSEE'S PROPERTY.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000653

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320153
PROPERTY NAME: NEWFANE SOAPSTONE
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME:

LAND DESCRIPTION:

CULLEN PROPERTY:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO NEWFANE SOAPSTONE ASSOCIATES BY WILLIAM J. CULLEN, JR. BY WARRANTY DEED DATED FEBRUARY 13, 1984, RECORDED IN BOOK 54, PAGE 92 OF THE NEWFANE LAND RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEING A PORTION OF THE LANDS AND PREMISES AS CONVEYED TO WILLIAM J. CULLEN, JR. BY WARRANTY DEED OF MARY M. CULLEN DATED APRIL 17, 1981 AND RECORDED APRIL 27, 1981 IN BOOK 50, PAGE 454 OF THE NEWFANE LAND RECORDS AND THEREIN DESCRIBED AS FOLLOWS:

"BEING THE EASTERLY PART OF THE WILLIAM J. CULLEN, JR. LAND IN THE NORTHWESTERN AREA OF THE TOWN OF NEWFANE AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

"BEGINNING AT AN IRON PIPE IN THE GROUND MARKING THE NORTHEASTERLY CORNER OF THE SAID CULLEN LAND AND ALSO THE NORTHEASTERLY CORNER OF THE PARCEL BEING HEREIN CONVEYED;

"THENCE S 26 DEGREES 59' W ALONG A LINE OF BLAZED TREES AND LAND OF STONE AND LUCCO A DISTANCE OF 1079.5 FEET TO THE NORTH END OF A STONE WALL; THENCE S 25 DEGREES 16' W ALONG SAID STONE WALL AND LAND OF STONE AND LUCCO 812.3 FEET TO THE END OF SAID WALL;

"THENCE S 26 DEGREES 12' W A DISTANCE OF 50.6 FEET TO AN IRON PIPE FOR A CORNER;

"THENCE N 64 DEGREES 46' W ALONG A LINE OF BLAZED TREES AND LAND OF STONE AND LUCCO AND THEN CROSSING THE TOWN TRAIL KNOWN AS "SILVER MINE ROAD" 1208.3 FEET TO AN IRON PIPE FOR A CORNER;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

"THENCE S 66 DEGREES 08' E ALONG LAND OF FORREST 125.5 FEET TO AN IRON PIPE IN STONES;

"THENCE N 61 DEGREES 00' W A DISTANCE OF 65.0 FEET ALONG LAND OF WILLIAM AND CYNTHIA STEPHENSON TO A BLAZED MAPLE FOR A CORNER;

"THENCE S 39 DEGREES 55' W ALONG A LINE OF BLAZED TREES AND LAND OF STEPHENSON 660.0 FEET TO A STAKE AND STONES;

"THENCE N 70 DEGREES 33' W ALONG A LINE OF BLAZED TREES AND STEPHENSON 269.0 FEET TO AN IRON PIPE;

"THENCE S 27 DEGREES 55' W ALONG A LINE OF BLAZED TREES AND BARBED WIRE AND STEPHENSON 921.5 FEET TO AN IRON PIPE IN THE CENTER OF A SMALL WOODS ROAD CALLED "BROADWAY";

"THENCE CONTINUING S 27 DEGREES 55' W ALONG A LINE OF BLAZED TREES AND LAND OF STEPHENSON 343.5 FEET TO THE CENTER OF "BAKER BROOK", SO-CALLED, AND LAND FORMERLY OF JULIE M. REMSEN;

"THENCE FOLLOWING THE CENTER OF SAID BROOK NORTHERLY UP SAID BROOK THE FOLLOWING SIX SURVEY COURSES WHICH APPROXIMATE THE SAID CENTER OF SAID BROOK;

N 49 DEGREES 07' W A DISTANCE OF 79.0 FEET;

N 25 DEGREES 56' E A DISTANCE OF 116.2 FEET;

N 8 DEGREES 07' E A DISTANCE OF 76.4 FEET;

N 18 DEGREES 27' W A DISTANCE OF 214.4 FEET;

N 17 DEGREES 29' W A DISTANCE OF 362.9 FEET; AND

N 20 DEGREES 28' W A DISTANCE OF 145.0 FEET;

"THENCE LEAVING THE BROOK AND RUNNING N 33 DEGREES 36' E ALONG A LINE OF BLAZED TREES AND REMAINING LAND OF WILLIAM J. CULLEN, JR. 2041.0 FEET TO AN IRON PIPE SET IN THE CORNER OF STONE WALLS ON THE SOUTHERLY SIDE OF SAID "SILVER MINE ROAD";

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

"THENCE CONTINUING N 33 DEGREES 36' E ACROSS SAID ROAD AND ALONG REMAINING LAND OF SAID CULLEN 1054.9 FEET TO AN IRON PIPE AT LAND OF WALTER FORREST;

"THENCE S 66 DEGREES 08' E ALONG LAND OF FORREST 125.5 FEET TO AN IRON PIPE IN STONES;

"THENCE CONTINUING S 65 DEGREES 40' E ALONG LAND OF FORREST AND A LINE OF BLAZED TREES 798.5 FEET TO AN IRON FENCE POST IN THE GROUND;

"THENCE N 25 DEGREES 40' E ALONG FORREST 59.0 FEET TO A LARGE DEAD HEMLOCK FOR A CORNER;

"THENCE S 64 DEGREES 32' E ALONG A LINE OF BLAZED TREES AND LAND OF CLARKSON 1022.0 FEET TO THE PLACE OF BEGINNING;

CONTAINING BY SURVEY 115.66 ACRES, OF WHICH ABOUT 1.41 ACRES LIES WITHIN THE PUBLIC RIGHT-OF-WAY FOR THE TOWN TRAIL KNOWN AS THE "SILVER MINE ROAD". THE ABOVE DESCRIPTION WAS TAKEN FROM A SURVEY PLAN FOR THE NEWFANE SOAPSTONE ASSOCIATES, DATED AUGUST 6, 1982, BY T. E. SCHREYER JR. OF NEWFANE, VERMONT DRAWING NUMBER 8010.2."

STEPHENSON PROPERTY:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO NEWFANE SOAPSTONE ASSOCIATES BY WILLIAM L. STEPHENSON AND CYNTHIA B. STEPHENSON BY WARRANTY DEED DATED JUNE 22, 1984, RECORDED IN BOOK 54, PAGE 293 OF THE NEWFANE LAND RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEING A PORTION OF THE LANDS AND PREMISES CONVEYED TO WILLIAM L. STEPHENSON AND CYNTHIA B. STEPHENSON BY C. C. LANDMAN AND RAYMOND LANDMAN BY WARRANTY DEED DATED SEPTEMBER 15, 1959, RECORDED IN BOOK 36, PAGE 258 OF THE NEWFANE LAND RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING AT AN IRON PIPE ON THE SOUTHERLY LIMIT OF SILVERMINE TOWN TRAIL, SO-CALLED;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE S 39 DEGREES 55' W A DISTANCE OF 1367.5 FEET ALONG REMAINING LAND OF WILLIAM AND CYNTHIA STEPHENSON TO AN IRON PIPE TO BE SET;

THENCE N 70 DEGREES 33' W ALONG LAND OF SAID STEPHENSON A DISTANCE OF 186.0 FEET TO AN IRON PIPE TO BE SET ON THE EASTERLY LINE OF LAND NOW OR FORMERLY OF WILLIAM CULLEN, JR.;

THENCE N 27 DEGREES 55' E ALONG LAND OF SAID CULLEN 681.0 FEET TO AN IRON PIPE;

THENCE S 70 DEGREES 33' E A DISTANCE OF 269.0 FEET ALONG SAID CULLEN TO A STONE IN STONES CORNER;

THENCE N 39 DEGREES 55' E ALONG LAND OF SAID CULLEN 660.0 FEET TO A MAPLE TREE MARKED FOR A CORNER;

THENCE S 61 DEGREES 00' E ALONG LAND OF SAID CULLEN 65.0 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.00 ACRES AND IS PART OF LAND AS DESCRIBED IN A DEED TO WILLIAM AND CYNTHIA STEPHENSON AS RECORDED IN NEWFANE LAND RECORDS, BOOK 36, PAGE 258, IN 1959. BEARINGS GIVEN ABOVE ARE BASED ON MAGNETIC NORTH FOR 1982."

SUBJECT TO:

1. LAND USE (ACT 250) PERMIT: LAND USE PERMIT NUMBER 2W0567 DATED JUNE 8, 1983, ISSUED TO NEWFANE SOAPSTONE ASSOCIATES AND OTHERS AND RECORDED IN THE NEWFANE LAND RECORDS IN BOOK 53 AT PAGES 21-25.

2. CULLEN EASEMENT: BEING THE EASEMENT AND RIGHT-OF-WAY ACQUIRED BY NEWFANE SOAPSTONE ASSOCIATES FROM WILLIAM J. CULLEN, JR. BY EASEMENT DEED DATED JANUARY 16, 1985, RECORDED IN BOOK 55, PAGE 315 OF THE NEWFANE LAND RECORDS.

3. FORREST EASEMENT: BEING THE EASEMENT AND RIGHT-OF-WAY ACQUIRED BY NEWFANE SOAPSTONE ASSOCIATES FROM WALTER F. FORREST BY EASEMENT DEED DATED FEBRUARY 2, 1983, RECORDED IN BOOK 52, PAGE 503 OF THE NEWFANE LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320156
PROPERTY NAME: EASTERN MAGNESIA
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: LAMOILLE

LAND DESCRIPTION:

BEING A PORTION OF ALL AND THE SAME LAND AND PREMISES CONVEYED TO AQUI-TAL, INC. BY WARRANTY DEED OF EASTERN MAGNESIA TALC COMPANY DATED SEPTEMBER 30, 1967 AND RECORDED IN BOOK 41, PAGE 169, OF JOHNSON LAND RECORDS.

PARCEL 1

FIRST. THE PROPERTY ON WHICH THE NEW MILL STANDS. BEING THE SAME LAND AND PREMISES CONVEYED BY MERRITT E. WHITE, ADMINISTRATOR OF THE ESTATE OF EDWIN C. WHITE, TO AMERICAN MINERAL COMPANY, BY ADMINISTRATORS DEED DATED MARCH 20, 1920, RECORDED IN BOOK 20 PAGE 475 OF JOHNSON LAND RECORDS, DESCRIBED AS THE FOLLOWING:

> BEGINNING AT THE SOUTHWESTERLY CORNER OF THE LAND NOW OWNED BY THE AMERICAN MINERAL COMPANY ON THE EASTERLY SIDE OF THE ST. J. AND L.C.R.R. RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF SAID RAILROAD COMPANY A DISTANCE OF 400 FEET; THENCE EASTERLY FAR ENOUGH SO THAT BY TURNING AND RUNNING NORTHERLY, PARALLEL WITH THE EASTERLY LINE OF ST.J. AND L.C.R.R., TO THE SOUTHERLY LINE OF THE PROPERTY NOW OWNED BY SAID AMERICAN MINERAL COMPANY, 2 ACRES OF LAND WILL BE INCLUDED WITHIN SAID BOUNDS. THE AMERICAN MINERAL COMPANY AGREES TO FENCE AND KEEP FENCED THE LAND HEREIN CONVEYED, WITHOUT EXPENSE TO THE SAID WHITE ESTATE.
> BEING THE SAME LAND AND PREMISES DESCRIBED IN A CONTRACT OF SALE DATED APRIL 6, 1918, RECORDED IN BOOK 27, PAGE 266, BETWEEN MELINDA WHITE, MERRITTE E. WHITE, WILLIAM M. WHITE AND BERTHA WHITE, HEIRS OF

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

EDWIN C. WHITE, AND AMERICAN MINERAL COMPANY; AND THE SAME PREMISES COVERED BY A CONTRACT OF SALE BETWEEN EDWIN C. WHITE ESTATE, BY MERRITT E. WHITE, ADMINISTRATOR, AND AMERICAN MINERAL COMPANY, DATED JANUARY 17, 1920, RECORDED IN BOOK 27, AT PAGES 341 AND 342.

SECOND. PROPERTY WHERE THE OLD MILL STANDS. BEING THOSE CERTAIN PIECES OF LAND CONVEYED BY A WARRANTY DEED FROM B. S. FULLINGTON TO AMERICAN MINERAL COMPANY, DATED FEBRUARY 9, 1907, RECORDED IN BOOK 23, AT PAGE 210, OF JOHNSON LAND RECORDS DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE SET IN THE GROUND AT 36 FEET NORTH 69 DEGREES 30 MINUTES EAST, FROM THE SOUTHWEST CORNER OF SHED BACK OF HORSE BARN ON THE GOODWIN FARM SO-CALLED, AND NORTH 34 DEGREES WEST 27 FEET FROM CENTER OF RAILROAD TRACK; THENCE SOUTH 65 DEGREES WEST 200 FEET TO A STAKE SET IN THE GROUND; THENCE SOUTH 25 DEGREES EAST 200 FEET TO A STAKE SET IN THE GROUND; THENCE NORTH 65 DEGREES EAST 200 FEET TO A STAKE SET IN THE GROUND; THENCE NORTH 25 DEGREES WEST, 200 FEET TO A STAKE SET IN THE GROUND AT STARTING POINT MAKING A PARCEL 200 FEET SQUARE.

THE FIRST ABOVE-MENTIONED DISTANCE OF "36 FEET" IS MORE PARTICULARLY DESCRIBED IN SAID WARRANTY DEED OF B.S. FULLINGTON TO AMERICAN MINERAL COMPANY DATED FEBRUARY 9, 1907, AND RECORDED IN BOOK 23, PAGE 210, OF JOHNSON LAND RECORDS, AS BEING "ONE HUNDRED THIRTY-SIX FEET".

ALSO ANOTHER PARCEL OF LAND DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE EASTERLY LINE OF ABOVE DESCRIBED PARCEL SAID POINT BEING 8 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF ABOVE DESCRIBED PARCEL, RUN SOUTH 16 DEGREES 30 MINUTES, EAST 347 FEET TO A STAKE SET IN THE GROUND IN BOUNDARY LINE BETWEEN SOPHRONIA PECK AND THIS GRANTOR, THENCE FOLLOWING SAID BOUNDARY LINE 109 FEET TO A STAKE SET IN THE GROUND; THENCE NORTH 16 DEGREES 30 MINUTES, WEST 400 FEET, THENCE IN A STRAIGHT LINE TO POINT BEGUN AT...

ALSO CONVEYING A RIGHT OF WAY AND PASSAGE FROM THE PUBLIC HIGHWAY TO THE FARM HOUSE OF SAID FULLINGTON ACROSS THE LAND OF SAID FULLINGTON EASTERLY OF THE RAILROAD TRACK TO THE LAND HEREIN CONVEYED. SAID RIGHT TO BE EXERCISED BY GRANTEE WITH AS LITTLE INCONVENIENCE TO GRANTOR AS POSSIBLE. SAID RIGHT OF WAY TO BE USED BY BOTH GRANTOR AND GRANTEE.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SAID GRANTEE MAY BLAST AND REMOVE SUCH ROCK AND STONE AS IS NECESSARY FOR HIM TO ERECT ANY NEEDED BUILDINGS ON LAND HEREIN CONVEYED. SAID GRANTEE SHALL BUILD AND MAINTAIN ALL NEEDED FENCES ON SAID LAST DESCRIBED PARCEL OF LAND BUT SAME SHALL NOT INTERFERE WITH RIGHT OF PASSAGE HEREIN RESERVED...

BEING THOSE CERTAIN MINES AND MINING RIGHTS CONVEYED BY QUIT CLAIM DEED, B. S. FULLINGTON TO AMERICAN MINERAL COMPANY DATED JULY 10, 1917, RECORDED IN BOOK 28, PAGE 487 OF JOHNSON LAND RECORDS DESCRIBED AS FOLLOWS:

> IT IS UNDERSTOOD THAT IN SELLING THESE RIGHTS TO THE AMERICAN MINERAL COMPANY THAT I HEREBY RELEASE THE SAID AMERICAN MINERAL COMPANY FROM ALL ITS DUTIES LIABILITIES AND OBLIGATIONS TO ME OF EVERY NAME, KIND AND NATURE, UNDER A CERTAIN LEASE FROM MYSELF TO THE AMERICAN MINERAL CO., DATED FEBRUARY 2, 1906 AND RECORDED IN VOL. 23, PP 163-165 OF THE JOHNSON LAND RECORDS.

PARCEL NO. 2

BEING ALL AND THE SAME LAND AND PREMISES CONVEYED TO THE EASTERN MAGNESIA TALC COMPANY, INC. BY WARRANTY DEED OF EMILE FOURNIER AND MARIE L.

FOURNIER DATED JULY 8, 1947, AND RECORDED IN BOOK 3, PAGE 432, OF JOHNSON LAND RECORDS WHEREIN SAID LAND AND PREMISES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

> BEING A PIECE OR PARCEL OF LAND OUT OF OUR HOME FARM. SAID FARM BEING DEEDED TO US THE SAID EMILE FOURNIER AND MARIE L. FOURNIER BY WARRANTY DEED FROM H. C. PARKER, WHICH DEED IS DATED SEPTEMBER 24, 1928 AND IS OF RECORD IN BOOK 30 AT PAGE 214 OF THE JOHNSON LAND RECORDS.

THE LAND HEREIN CONVEYED BEING DESCRIBED UNDER A SURVEY AS FOLLOWS:

> THE SURVEY BEGINS AT AN IRON PIN SUNK IN THE GROUND IN THE TOWN OF JOHNSON, VERMONT, THE COMMON POINT OF PLOT 'A', THE 'OLD MILL PLOT' AND THE 'NEW MILL PLOT' AND PROCEEDING N 65 DEGREES 30 MINUTES EAST A DISTANCE OF 101.2 FEET TO AN IRON PIN SUNK IN THE GROUND AT THE COMMON POINT OF PLOT 'A', THE 'OLD MILL PLOT' AND THE 'TRAMWAY LOT', THENCE NORTH 17 DGREES 43 MINUTES EAST A DISTANCE OF 231.7 FEET TO A

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000660

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

WOODEN STAKE, THENCE NORTH 55 DEGREES 19 MINUTES WEST A DISTANCE OF 80.4 FEET TO A WOODEN STAKE, THENCE SOUTH 84 DEGREES 38 MINUTES WEST A DISTANCE OF 275.4 FEET TO AN IRON PIPE SUNK IN THE GORUND AT THE FENCE LINE SEPARATING THE TOWN ROAD RIGHT OF WAY AND THE LAND BELONGING TO EMILE AND MARIE L. FOURNIER, WHICH POINT IS THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED; THENCE ABOUT 275 FEET ALONG THE TOWN ROAD RIGHT OF WAY IN A GENERAL DIRECTION OF SOUTH 69 DEGREES WEST TO A FENCE CORNER AT A FOUR TRUNKED TREE, THENCE ALONG THE FENCE LINE NORTH 51 DEGREES 45 MINUTES WEST A DISTANCE OF 15 FEET TO A BEND IN THE FENCE LINE, THENCE ALONG THE FENCE LINE NORTH 66 DEGREES 40 MINUTES WEST A DISTANCE OF 12.4 FEET TO A BEND IN THE FENCE LINE, THENCE ALONG THE FENCE LINE NORTH 78 DEGREES 00 MINUTES WEST A DISTANCE OF 46.5 FEET TO A FENCE CORNER, THENCE ALONG THE FENCE LINE NORTH 15 DEGREES 54 MINUTES WEST ABOUT 58 FEET TO THE LAMOILLE RIVER, THENCE ALONG SAID LAMOILLE RIVER IN A GENERAL DIRECTION OF NORTH 58 DEGREES EAST ABOUT 345 FEET TO AN IRON PIPE ON THE RIVER BANK, THENCE 168 FEET IN A GENERAL DIRECTION OF SOUTH 14 DEGREES 00 MINUTES EAST TO THE IRON PIPE BEFORE MENTIONED AT THE FENCE LINE OF THE TOWN RIGHT OF WAY AND THE LAND OF EMILE AND MARIE L. FOURNIER. THE PARCEL OF LAND DESCRIBED IN THIS PARAGRAPH CONTAINS A CALCULATED AREA OF .90 ACRES. ALL BEARING IN THIS DESCRIPTION ARE MAGNETIC. MEANING TO CONVEY BY THIS DEED THE LANDS LYING WITHIN THE ABOVE DESCRIBED BOUNDS.

PARCEL NO. 3

BEING ALL AND THE SAME LAND AND PREMISES CONVEYED TO EASTERN MAGNESIA TALC COMPANY, INC. BY WARRANTY DEED OF LUCIEN DESJARDINS AND ROSA E. DESJARDINS DATED JULY 5, 1951, AND RECORDED IN BOOK 35, PAGE 288, OF JOHNSON LAND RECORDS AS CORRECTED BY QUITCLAIM DEED DATED JULY 10, 1951, AND RECORDED IN BOOK 35, PAGE 293, OF JOHNSON LAND RECORDS. THE LAND AND PREMISES HEREIN CONVEYED ARE MORE PARTICULARLY DESCRIBED IN SAID LAST MENTIONED QUITCLAIM DEED AS FOLLOWS:

A FARM OF TWO HUNDRED THIRTY (230) ACRES OF LAND, MORE OR LESS, WITH ALL BUILDINGS THEREON, SITUATED ALONG FRENCH HILL ROAD, SO-CALLED, PARTLY IN THE INCORPORATED VILLAGE OF JOHNSON, BOUNDED SUBSTANTIALLY AS FOLLOWS (ADJOINING LANDOWNERS NAMED BEING PRESENT OR FORMER OWNERS):

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

ON THE NORTH BY STILES, AND THE LAMOILLE RIVER, EAST BY THE LAMOILLE RIVER, AND LANDS OF PARKER, LAMBERT, DESSUREAULT, C. MC LEAN, ROBERT COAN AND BOENIG; SOUTH BY THE FRENCH HILL ROAD, SO-CALLED AND LANDS OF SAID PARKER AND SAID COAN; AND WEST BY LAND OF F. HOOPER.

BEING ALL OF THE LAND AND PREMISES WHICH WERE CONVEYED TO LUCIEN DESJARDINS AND ROSA E. DESJARDINS BY WARRANTY DEED OF FRANCIS E. LE MAY AND KATHLEEN A. LE MAY, DATED APRIL 18, 1950, RECORDED IN VOL. 345, PAGE 124 OF THE LAND RECORDS OF THE TOWN OF JOHNSON.

THIS DEED IS EXECUTED AND DELIVERED TO CORRECT NAMES OF ADJOINING PROPERTY OWNERS AS SET FORTH IN A DEED FROM THE GRANTORS HEREIN TO THE GRANTEE HEREIN, DATED JULY 5, 1951 AND RECORDED IN VOL. 35, ON PAGE 288 OF THE TOWN OF JOHNSON LAND RECORDS.

THERE IS INCLUDED ALSO IN THIS CONVEYANCE, ALL OUR RIGHT TITLE AND INTEREST IN AND TO A CERTAIN SPRING SITUATED NEAR THE FARMHOUSE BUT ON THE LAND OF SAID COAN, WHICH SPRING HAS SERVED THIS FARM AND THIS FARMHOUSE FOR MANY YEARS, TOGETHER WITH ALL OTHER APPURTENANT RIGHTS.

SUBJECT TO:

1. RIGHT OF WAY EASEMENT CONVEYED BY THE GRANTOR HEREIN TO VERMONT ELECTRIC COOPERATIVE, INC. DATED JUNE 16, 1969, AND RECORDED IN BOOK 41, PAGE 426B, OF JOHNSON LAND RECORDS;
2. LAND AND PREMISES CONVEYED BY QUIT CLAIM DEED OF THE GRANTOR HEREIN TO THE VILLAGE OF JOHNSON DATED JUNE 18, 1973, AND RECORDED IN BOOK 43, PAGE 180, OF JOHNSON LAND RECORDS;
3. PERPETUAL RIGHTS AND EASEMENT CONVEYED BY THE GRANTOR HEREIN TO VERMONT ELECTRIC POWER COMPANY, INC. DATED APRIL 21, 1975, AND RECORDED IN BOOK 43, PAGE 476A, OF JOHNSON LAND RECORDS.
4. ALL EASEMENTS, RIGHTS-OF-WAY, VISIBLE SERVITUDES, LIENS AND OTHER ENCUMBRANCES OF RECORD.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THERE IS EXCEPTED AND RESERVED FROM THE OPERATION OF THIS DEED AND CONVEYANCE ANY AND ALL PARCELS OF LAND, RIGHTS OF ANY NATURE OR ANY OTHER INTEREST IN AND TO ANY OF THE PROPERTY OR RIGHTS HEREIN CONVEYED WHICH HAVE BEEN HERETOFORE CONVEYED BY THE GRANTOR HEREIN OR ITS PREDECESSORS IN TITLE TO ANY OTHERS.

REFERENCE IS HEREBY MADE TO THE AFOREMENTIONED DEED AND THEIR RECORDS AND TO THE DEEDS REFERRED TO THEREIN AND THEIR RECORDS IN FURTHER AID OF THIS DESCRIPTION.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320172
PROPERTY NAME: BELISLE, ARTHUR ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO GRANTORS HEREIN BY EUGENE LAFARIER BY WARRANTY DEED DATED OCTOBER 1, 1942 AND RECORDED IN BOOK 30, PAGE 427 OF THE LAND RECORDS OF THE TOWN OF TROY, VERMONT WHICH SAID PORTION WAS EXCEPTED AND RESERVED FROM THE CONVEYANCE BY WARRANTY DEED OF THE GRANTORS HEREIN TO ROBERT JUDD AND MARY JUDD, HUSBAND AND WIFE, WHICH SAID DEED WAS DATED THE 10TH DAY OF JUNE, 1970 AND RECORDED IN BOOK 37, PAGE 285 OF THE LAND RECORDS OF THE TOWN OF TROY, VERMONT BEING THEREIN MORE PARTICULARLY DESCRIBED AS FOLLOW:

STARTING AT A POINT ON THE SOUTHWESTERLY SIDE OF THE LOOP ROAD, SO-CALLED, ON WHICH POINT A LINE FENCE IS LOCATED; THENCE PROCEEDING IN A GENERAL SOUTHERLY DIRECTION ALONG SAID LINE FENCE A DISTANCE OF 554 FEET TO A POINT FOR A CORNER; THENCE PROCEEDING IN A GENERAL NORTHEASTERLY DIRECTION A DISTANCE OF 355 FEET TO THE SOUTHWESTERLY SIDE OF SAID ROAD; THENCE PROCEEDING IN A GENERAL NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY SIDE OF SAID HIGHWAY A DISTANCE OF 421 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS TRIANGULAR IN SHAPE AND CONTAINS APPROXIMATELY 1.715 ACRES.

EXCEPTING AND RESERVING, HOWEVER, CERTAIN MINERAL RIGHTS DESCRIBED IN A DEED OF PETER PHILLIPS TO A. M. BRADLEY, DATED AUGUST 5, 1981, RECORDED IN BOOK 13, PAGE 67 OF THE TROY LAND RECORDS AND CERTAIN POLE RIGHTS NOW ENJOYED BY THE RURAL ELECTRIFICATION ASSOCIATION.

THERE IS ALSO HERBY CONVEYED A CERTAIN SPRING, ALSO EXCEPTED AND RESERVED IN SAID DEED FROM THE GRANTORS HEREIN TO ROBERT JUDD AND MARY JUDD, HUSBAND AND WIFE, AND IN SAID DEED THE SAID SPRING IS DESCRIBED AS FOLLOWS:

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000664

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

"LOCATED APPROXIMATELY 546 FEET SOUTHERLY OF THE SOUTHWEST CORNER OF THE HOUSE ON SAID EXCEPTED AND RESERVED PARCEL (BEING THE 1.715 ACRE PARCEL IMMEDIATELY ABOVE DESCRIBED) AND A PARCEL OF LAND 48 FEET ON EACH OF FOUR SIDES AROUND SAID SPRING. THERE IS ALSO EXCEPTED AND RESERVED A RIGHT OF WAY TO AND FROM SAID SPRING, AND THE RIGHT TO LAY, MAINTAIN, REPAIR AND RE-LAY IF NECESSARY A PIPELINE TO SAID SPRING."

SUBJECT TO:

(1) RIGHT OF WAY FOR POLE LINE CONVEYED BY THE GRANTORS HEREIN TO VERMONT ELECTRIC COOPERATIVE, INC. WHICH SAID GRANT IS RECORDED IN BOOK 37, PAGE 884 OF THE LAND RECORDS OF THE TOWN OF TROY, VERMONT.

(2) LEASE AGREEMENT BETWEEN GREEN MOUNTAIN TALC CORPORATION, LESSOR, AND GARY SHELTRA AND CHRIS ALLEN, LESSEE, DATED AUGUST 1, 1991.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320173
PROPERTY NAME: BERTHIAUME, LOUIS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

BEING A PORTION OF ALL AND THE SAME LANDS AND PREMISES CONVEYED TO L OUIS V. BERTHIAUME AND JOANNE BERTHIAUME BY WARRANTY DEED OF AGATHE BERTHIAUME, WIDOW, DATED JULY 2, 1956, RECORDED AT BOOK 33, PAGE 226 OF THE TROY LAND RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS ALL AND THE SAME LANDS AND PREMISES SHOWN ON A CERTAIN SURVEY ENTITLED "PLAN OF LAND LOCATED IN TROY, VERMONT PREPARED FOR OMYA, INC.", DATED DECEMBER 15, 1985 AND PREPARED BY BLAIS SURVEYING COMPANY, NEWPORT, VERMONT, MAP # 230-86 AND BEING TWO RECTANGULAR PIECES OF LAND SHARING A COMMON CORNER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1: BEGINNING AT A STONE PILE LOCATED IN A WIRE FENCE CORNER MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED AND BEING LOCATED ADJACENT TO LAND NOW OR FORMERLY OF FELIX CHAPUT; THENCE PROCEEDING IN A NORTHERLY DIRECTION ALONG AN EXISTING WIRE FENCE AND BLAZED LINE FOLLOWING A CURVE AND THEN A STRAIGHT LINE HAVING THE APPROXIMATE COURSE OF 7 DEGREES 38 MINUTES EAST, A DISTANCE OF 849.1 FEET TO AN IRON PIPE FOUND IN THE GROUND AT A WIRE FENCE CORNER; THENCE CONTINUING ALONG A WIRE FENCE AND BLAZED LINE NOW OR FORMERLY OF RETZLER, NORTH 11 DEGREES 21 MINUTES EAST, A DISTANCE OF 747.0 FEET TO AN IRON ROD FOUND IN THE GROUND; THENCE PROCEEDING ALONG A BLAZED LINE NORTH 70 DEGREES 13 MINUTES WEST, A DISTANCE OF 783.5 FEET TO A POINT; THENCE CONTINUING ALONG SAID BLAZED LINE NORTH 78 DEGREES 53 MINUTES WEST, A DISTANCE OF 1,723.1 FEET TO A WOOD CORNER POST FOUND MARKING THE POINT OF INTERSECTION BETWEEN THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN CONVEYED AND THE SOUTHEASTERLY CORNER OF PARCEL 2 AS HEREINAFTER DESCRIBED; THENCE PROCEEDING SOUTH 5 DEGREES 44 MINUTES WEST, A DISTANCE OF 1,588.4 FEET ALONG A WIRE FENCE TO A NUMBER 5 CAPPED SET REBAR LOCATED IN A WIRE FENCE CORNER; THENCE PROCEEDING

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SOUTH 76 DEGREES 28 MINUTES EAST, A DISTANCE OF 2,081.7 FEET ALONG A WIRE FENCE TO A 12" BEECH TREE; THENCE PROCEEDING SOUTH 71 DEGREES 4 MINUTES EAST, ALONG A WIRE FENCE FOR A DISTANCE OF 320.5 FEET TO A STONE PILE MARKING THE POINT AND PLACE OF BEGINNING.

CONTAINING 90.1 ACRES, MORE OR LESS.

PARCEL 2: BEGINNING AT A WOOD CORNER POST FOUND MARKING THE POINT OF INTERSECTION BETWEEN THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED AND THE NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED ABOVE; THENCE PROCEEDING NORTH 5 DEGREES 41 MINUTES EAST, A DISTANCE OF 1,493.2 FEET ALONG A WIRE FENCE AND BLAZED LINE TO AN IRON PIPE FOUND IN THE GROUND; THENCE PROCEEDING NORTH 78 DEGREES 55 MINUTES WEST, A DISTANCE OF 568 FEET ALONG A WIRE FENCE AND BLAZED LINE TO A POINT; THENCE PROCEEDING NORTH 73 DEGREES 20 MINUTES WEST, A DISTANCE OF 801.0 FEET ALONG A WIRE FENCE AND BLAZED LINE TO A POINT; THENCE PROCEEDING NORTH 69 DEGREES 10 MINUTES WEST, A DISTANCE OF 416.2 FEET TO AN IRON PIPE FOUND IN THE GROUND; THENCE PROCEEDING NORTH 70 DEGREES 53 MINUTES WEST, A DISTANCE OF 587.6 FEET TO AN IRON PIPE FOUND IN THE GROUND MARKING THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN CONVEYED, BEING LOCATED ON THE WESTFIELD/TROY TOWN LINE; THENCE PROCEEDING ALONG THE WESTFIELD/TROY TOWN LINE SOUTH 14 DEGREES 25 MINUTES WEST, A DISTANCE OF 1,650 FEET TO A CAPPED SET REBAR SET IN A WIRE FENCE CORNER; THENCE PROCEEDING ALONG A WIRE FENCE ALONG THE APPROXIMATE COURSE OF SOUTH 77 DEGREES 23 MINUTES EAST, A DISTANCE OF 2,594.5 FEET TO A WOODEN CORNER POST FOUND, MARKING THE POINT AND PLACE OF BEGINNING.

CONTAINING 87.2 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320174
PROPERTY NAME: BONNEAU, JEAN PAUL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

BEING A PORTION OF ALL AND THE SAME LAND AND PREMISES CONVEYED TO JEAN PAUL BONNEAU AND GERMAINE BONNEAU BY DEED OF PAUL J. AND PAULINE V. LA ROSE DATED APRIL 5, 1973 RECORDED AT BOOK 38, PAGE 278 OF THE TROY LAND RECORDS. BEING ALL OF-SAID LANDS EXCEPT THE LANDS AND PREMISES CONVEYED BY DEED OF JEAN PAUL BONNEAU AND GERMAINE BONNEAU TO MUNIER DATED APRIL 30, 1973 RECORDED AT BOOK 38, PAGE 275 OF THE TROY LAND RECORDS.

THE PREMISES CONVEYED HEREIN ARE FURTHER MORE PARTICULARLY DESCRIBED ON A CERTAIN SURVEY ENTITLED, "PLAT OF SURVEY FOR JEAN PAUL BONNEAU IN THE TOWN OF WESTFIELD (SIC, TROY), VERMONT", SURVEYED BY PETER BERNHARDT APRIL , 1973 AND CERTIFIED BY JOHN A. MARSH AND MORE PARTICULARLY DESCRIBED THEREON AS FOLLOWS:

BEGINNING AT A WIRE FENCE CORNER MARKING THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED AND LOCATED IN THE SOUTHERLY LINE OF PARCEL 1 AS DESCRIBED IN THE DEED FROM LEWIS BERTHIAUME TO VERMONT TALC, INC. BY DEED DATED JULY 10, 1987, RECORDED AT BOOK 45, PAGE 407 OF THE TROY LAND RECORDS;

THENCE PROCEEDING IN A WIRE FENCE THE FOLLOWING COURSES AND DISTANCES:

NORTH 68 DEGREES WEST, A DISTANCE OF 220 FEET, MORE OR LESS, TO A POINT;

THENCE PROCEEDING NORTH 76 DEGREES 30 MINUTES WEST, A DISTANCE OF 196 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE PROCEEDING NORTH 74 DEGREES WEST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING NORTH 76 DEGREES WEST, A DISTANCE OF 800 FEET TO A POINT;

THENCE PROCEEDING NORTH 70 DEGREES WEST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING NORTH 75 DEGREES WEST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING NORTH 72 DEGREES WEST, A DISTANCE OF 103 FEET TO A POINT;

THENCE PROCEEDING NORTH 71 DEGREES WEST, A DISTANCE OF 161 FEET TO A POINT;

THENCE PROCEEDING NORTH 73 DEGREES WEST, A DISTANCE OF 176 FEET TO A POINT;

THENCE PROCEEDING NORTH 77 DEGREES WEST, A DISTANCE OF 131 FEET TO A POINT;

THENCE PROCEEDING NORTH 73 DEGREES WEST, A DISTANCE OF 111 FEET TO A POINT;

THENCE PROCEEDING NORTH 71 DEGREES WEST, A DISTANCE OF 215 FEET TO A POINT

THENCE PROCEEDING NORTH 72 DEGREES WEST, A DISTANCE OF 91 FEET TO A POINT;

THENCE PROCEEDING NORTH 71 DEGREES WEST, A DISTANCE OF 127 FEET TO A POINT;

THENCE PROCEEDING NORTH 66 DEGREES WEST, A DISTANCE OF 172 FEET TO A POINT;

THENCE PROCEEDING NORTH 69 DEGREES WEST, A DISTANCE OF 198 FEET TO A POINT;

THENCE PROCEEDING NORTH 72 DEGREES WEST, A DISTANCE OF 178 FEET TO A POINT;

THENCE PROCEEDING NORTH 75 DEGREES WEST, A DISTANCE OF 128 FEET TO A POINT;

THENCE PROCEEDING NORTH 81 DEGREES 30 MINUTES WEST, A DISTANCE OF 230 FEET TO A TWO-INCH HEMLOCK MARKING THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN CONVEYED;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000669

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE PROCEEDING SOUTH 16 DEGREES WEST, A DISTANCE OF 92 FEET TO A POINT;

THENCE PROCEEDING SOUTH 39 DEGREES WEST, A DISTANCE OF 36 FEET TO A POINT;

THENCE PROCEEDING SOUTH 15 DEGREES WEST, A DISTANCE OF 83 FEET TO A POINT;

THENCE PRCEEDING SOUTH 1 DEGREE EAST, A DISTANCE OF 186 FEET TO A WIRE FENCE CORNER;

THENCE PROCEEDING NORTH 89 DEGREES EAST, A DISTANCE OF 92 FEET TO A POINT;

THENCE PROCEEDING SOUTH 88 DEGREES EAST, A DISTANCE OF 137 FEET TO A POINT;

THENCE PROCEEDING SOUTH 72 DEGREES EAST, A DISTANCE OF 94 FEET TO A POINT;

THENCE PROCEEDING SOUTH 42 DEGREES EAST, A DISTANCE OF 40 FEET TO A POINT;

THENCE PROCEEDING SOUTH 19 DEGREES WEST, A DISTANCE OF 198 FEET TO A POINT;

THENCE PROCEEDING SOUTH 21 DEGREES WEST, A DISTANCE OF 123 FEET TO A POINT;

THENCE PROCEEDING SOUTH 22 DEGREES WEST, A DISTANCE OF 78 FEET TO A POINT;

THENCE PROCEEDING SOUTH 5 DEGREES EAST, A DISTANCE OF 92 FEET TO A POINT;

THENCE PROCEEDING SOUTH 76 DEGREES WEST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING SOUTH 71 DEGREES WEST, A DISTANCE OF 81 FEET TO A POINT;

THENCE PROCEEDING SOUTH 47 DEGREES WEST, A DISTNACE OF 138 FEET TO A 34 INCH ELM TREE AND WIRE FENCE CORNER;

THENCE PROCEEDING SOUTH 73 DEGREES EAST, A DISTANCE OF 132 FEET TO A POINT;

THENCE PROCEEDING SOUTH 37 DEGREES EAST, A DISTANCE OF 97 FEET TO A POINT;

THENCE PROCEEDING SOUTH 27 DEGREES WEST, A DISTANCE OF 55 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE PROCEEDING SOUTH 48 DEGREES WEST, A DISTANCE OF 85 FEET TO A POINT;

THENCE PROCEEDING SOUTH 10 DEGREES WEST, A DISTANCE OF 25 FEET TO A POINT;

THENCE PROCEEDING SOUTH 34 DEGREES WEST, A DISTANCE OF 165 FEET TO A POINT LOCATED AT A 16 INCH SPRUCE TREE;

THENCE PROCEEDING SOUTH 36 DEGREES WEST, A DISTANCE OF 30 FEET TO A POINT;

THENCE PROCEEDING SOUTH 12 DEGREES WEST, A DISTANCE OF 63 FEET TO A POINT;

THENCE PROCEEDING SOUTH 40 DEGREES WEST, A DISTANCE OF 87 FEET TO A POINT;

THENCE PROCEEDING SOUTH 45 DEGREES WEST, A DISTANCE OF 70 FEET TO A POINT;

THENCE PROCEEDING SOUTH 5 DEGREES EAST, A DISTANCE OF 98 FEET TO A POINT MARKING THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN CONVEYED;

THENCE PROCEEDING SOUTH 80 DEGREES EAST, A DISTANCE OF 280 FEET TO A POINT;

THENCE PROCEEDING SOUTH 81 DEGREES EAST, A DISTANCE OF 165 FEET TO A POINT

THENCE PROCEEDING NORTH 87 DEGREES EAST, A DISTANCE OF 31 FEET TO A POINT LOCATED IN AN 18 INCH YELLOW BIRCH;

THENCE PROCEEDING SOUTH 79 DEGREES EAST, A DISTANCE OF 190 FEET TO A POINT;

THENCE PROCEEDING SOUTH 82 DEGREES EAST, A DISTANCE OF 140 FEET TO A 12 INCH BLAZED OAK;

THENCE PROCEEDING SOUTH 65 DEGREES EAST, A DISTANCE OF 96 FEET TO A POINT;

THENCE PROCEEDING SOUTH 83 DEGREES EAST, A DISTANCE OF 114 FEET TO A 4 INCH BLAZED MAPLE;

THENCE PROCEEDING SOUTH 77 DEGREES EAST, A DISTANCE OF 399 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE PROCEEDING SOUTH 83 DEGREES EAST, A DISTANCE OF 145 FEET TO A POINT;

THENCE PROCEEDING SOUTH 72 DEGREES EAST, A DISTANCE OF 153 FEET TO A POINT;

THENCE PROCEEDING SOUTH 81 DEGREES EAST, A DISTANCE OF 296 FEET TO A POINT;

THENCE PROCEEDING SOUTH 65 DEGREES EAST, A DISTANCE OF 295 FEET TO A POINT;

THENCE PROCEEDING SOUTH 81 DEGREES EAST, A DISTANCE OF 97 FEET TO A POINT;

THENCE PROCEEDING SOUTH 69 DEGREES EAST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING SOUTH 72 DEGREES EAST, A DISTANCE OF 153 FEET TO A POINT;

THENCE PROCEEDING SOUTH 75 DEGREES EAST, A DISTANCE OF 181 FEET TO A POINT;

THENCE PROCEEDING SOUTH 69 DEGREES EAST, A DISTANCE OF 134 FEET TO A POINT;

THENCE PROCEEDING SOUTH 76 DEGREES EAST, A DISTANCE OF 173 FEET TO A POINT;

THENCE PROCEEDING SOUTH 72 DEGREES EAST, A DISTANCE OF 188 FEET TO A POINT;

THENCE PROCEEDING SOUTH 77 DEGREES EAST, A DISTANCE OF 176 FEET TO A POINT;

THENCE PROCEEDING SOUTH 76 DEGREES EAST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING SOUTH 71 DEGREES EAST, A DISTANCE OF 114 FEET TO A WIRE FENCE CORNER MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED;

THENCE PROCEEDING NORTH 10 DEGREES EAST, A DISTANCE OF 193 FEET TO A POINT;

THENCE PROCEEDING NORTH 16 DEGREES EAST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING NORTH 8 DEGREES EAST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING NORTH 12 DEGREES EAST, A DISTANCE OF 200 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE PROCEEDING NORTH 11 DEGREES EAST, A DISTANCE OF 198 FEET TO A POINT;

THENCE PROCEEDING NORTH 15 DEGREES EAST, A DISTANCE OF 126 FEET TO A POINT;

THENCE PROCEEDING NORTH 5 DEGREES EAST, A DISTANCE OF 198 FEET TO A POINT;

THENCE PROCEEDING NORTH 2 DEGREES WEST, A DISTANCE OF 200 FEET TO A POINT;

THENCE PROCEEDING NORTH 2 DEGREES EAST, A DISTANCE OF 168 FEET TO A POINT;

THENCE PROCEEDING NORTH 18 DEGREES EAST, A DISTANCE OF 65 FEET TO A POINT MARKING THE POINT AND PLACE OF BEGINNING.

CONTAINING 144 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320175
PROPERTY NAME: BEETLEBROOK SUGARING
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

BEGINNING AT A POINT IN THE CENTERLINE OF TOWN HIGHWAY #28, WHICH POINT MARKS THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF TOWN HIGHWAY #29 IN THE TOWN OF TROY; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE CENTERLINE OF TOWN HIGHWAY #29 SOUTH 55 DEGREES EAST A DISTANCE OF 231 FEET, SOUTH 60 DEGREES EAST A DISTANCE OF 105 FEET TO A POINT IN SAID CENTERLINE; THENCE TURNING AND RUNNING SOUTH 30 DEGREES WEST A DISTANCE OF 25 FEET TO AN IRON PIN SET IN THE GROUND; THENCE CONTINUING ON SAID BEARING A DISTANCE OF 45 FEET TO ANOTHER IRON PIN SET IN THE GROUND; THENCE CONTINUING ON SAID BEARING A DISTANCE OF 37.5 FEET TO A POINT FOR A CORNER AT OR NEAR THE SOUTHERLY BANK OF BEETLE BROOK, SO-CALLED; THENCE TURNING AND RUNNING SOUTH 60 DEGREES EAST A DISTANCE OF 264 FEET, MORE OR LESS, ON A LINE CROSSING SAID BROOK TO AN IRON PIN SET IN THE GROUND FOR A CORNER; THENCE TURNING AND RUNNING NORTH 30 DEGREES EAST A DISTANCE OF 82.5 FEET TO ANOTHER IRON PIN SET IN THE GROUND FOR A CORNER AT OR NEAR THE SOUTHERLY LIMITS OF TOWN HIGHWAY #29; THENCE CONTINUING ON SAID BEARING TO THE CENTERLINE OF SAID TOWN HIGHWAY; THENCE TURNING AND RUNNING AND FOLLOWING THE CENTER LINE OF SAID TOWN HIGHWAY FOR THE FOLLOWING COURSES AND DISTANCES: SOUTH 73 DEGREES EAST 71 FEET, SOUTH 89 DEGREES EAST 38 FEET, NORTH 77.5 DEGREES EAST 100 FEET, NORTH 80 DEGREES EAST 92 FEET, DUE EAST 55 FEET, SOUTH 74 DEGREES EAST 59 FEET, SOUTH 62 DEGREES EAST 63 FEET TO A POINT IN THE CENTERLINE OF SAID TOWN HIGHWAY; THENCE TURNING AND RUNNING ALONG A CALCULATED LINE SOUTH 03 DEGREES WEST A DISTANCE OF 499 FEET TO A POINT AT OR NEAR THE CENTERLINE OF THE BEETLE BROOK; THENCE RUNNING SOUTH 2 DEGREES 37 MINUTES WEST A DISTANCE OF 20 FEET TO AN IRON PIPE SET IN THE GROUND; THENCE RUNNING ALONG A BLAZED LINE ON THE SAME BEARING A TOTAL DISTANCE OF 1,090 FEET, MORE OR LESS, TO AN IRON PIPE SET IN THE GROUND FOR A FENCELINE FOR A CORNER; THENCE TURNING AND RUNNING ALONG SAID FENCELINE NORTH 77 DEGREES WEST A DISTANCE OF 1,313 FEET TO AN

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000674

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

IRON PIN SET IN THE GROUND FOR A CORNER AT OR NEAR THE EASTERLY LIMITS OF TOWN HIGHWAY #28; THENCE RUNNING NORTH 77 DEGREES WEST A DISTANCE OF 27.5 FEET TO A POINT IN THE CENTERLINE OF SAID HIGHWAY; THENCE TURNING AND RUNNING ALONG THE CENTERLINE OF SAID TOWN HIGHWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 11.5 DEGREES WEST A DISTANCE OF 100 FEET, NORTH 2.5 DEGREES WEST A DISTANCE OF 100 FEET, NORTH 2 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 5.5 DEGREES EAST A DISTANCE OF 50 FEET, NORTH 5.5 DEGREES EAST A DISTANCE OF 50 FEET, NORTH 8.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 11.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 14.5 FEET EAST A DISTANCE OF 100 FEET, NORTH 16.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 17

DEGREES EAST A DISTANCE OF 100 FEET, NORTH 18 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 18.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 19 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 20.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 23 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 23.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 25.5 DEGREES EAST A DISTANCE OF 100 FEET, NORTH 27 DEGREES EAST A DISTANCE OF 139 FEET TO THE POINT AND PLACE OF BEGINNING.

MEANING AND INTENDING HEREBY TO CONVEY A PARCEL OF LAND SUPPOSED TO CONTAIN 45.2 ACRES, MORE OR LESS, WHICH IS BOUNDED ON THE NORTH BY TOWN HIGHWAY #29 AND LANDS OF MOREY, ON THE EAST BY OTHER LANDS OF THE GRANTORS, ON THE SOUTH BY LANDS NOW OR FORMERLY OWNED BY JUDD AND ON THE WEST BY TOWN HIGHWAY #28.

THE WITHIN CONVEYED PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AND SET FORTH ON A SURVEY PLAN OF LAND LOCATED IN TROY, VERMONT, PREPARED FOR CHIMILESKI, JOHNSON & MEUNIER DATED JANUARY 27, 1981 AND BEARING MAP NO. 100-81, DRAWN AND PREPARED BY LAIS SURVEYING COMPANY.

SUBJECT TO: A CERTAIN UTILITY POLE AND LINE EASEMENT CONVEYED BY ROBERT B. CHIMILESKI, HOWARD M. JOHNSON AND DENIS J. MEUNIER TO VERMONT ELECTRIC COOPERATIVE, INC. BY INSTRUMENT DATED DECEMBER 10, 1985 AND RECORDED IN THE TROY LAND RECORDS AND ANY AND ALL OTHER UTILITY POLE AND LINE EASEMENTS OF RECORD.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000675

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320176
PROPERTY NAME: DAIGLE, YVES
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

BEING A PORTION OF ALL AND THE SAME LANDS AND PREMISES CONVEYED TO YVES A. DAIGLE AND HILDA W. DAIGLE BY WARRANTY DEED OF LEON E. AND ALICIA A. COUTURE DATED DECEMBER 9, 1964 AND RECORDED AT BOOK 36, PAGE 603 OF THE TROY LAND RECORDS AS MORE PARTICULARLY SHOWN ON A SURVEY ENTITLED "PLAN OF LAND LOCATED IN TROY, VERMONT PREPARED FOR OMYA, INC.," DATED DECEMBER 15, 1986 AND PREPARED BY BLAIS SURVEYING COMPANY, NEWPORT, VERMONT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A WOODEN CORNER POST FOUND IN THE GROUND MARKING THE NORTHWESTERLY CORNER OF TROY LOT #34, THE SOUTHEASTERLY CORNER OF TROY LOT #14 AND THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED.

THENCE PROCEEDING ALONG A WIRE FENCE, NORTH 77 DEGREES 23 MINUTES WEST, A DISTANCE OF 2594.5 FEET TO AN IRON PIPE SET IN THE GROUND AND LOCATED IN THE WESTFIELD/TROY TOWN LINE;

THENCE PROCEEDING SOUTH 13 DEGREES 23 MINUTES WEST, A DISTANCE OF 555.8 FEET ALONG A WIRE FENCELINE;

THENCE PROCEEDING SOUTH 13 DEGREES 11 MINUTES WEST A DISTANCE OF 654 FEET, MORE OR LESS, TO A POINT LOCATED IN THE NORTHERLY AND EASTERLY BANK OF THE MISSISSQUOI RIVER, SO CALLED, SAID POINT BEING LOCATED 8.3 FEET MORE OR LESS SOUTHERLY OF AN IRON PIPE;

THENCE PROCEEDING ALONG THE TOP OF THE NORTHERLY AND EASTERLY BANK OF THE SAID MISSISSQUOI RIVER, AN APPROXIMATE DISTANCE OF 565 FEET TO A POINT;

THENCE PROCEEDING IN AN EASTERLY DIRECTION, A DISTANCE OF 8.6 FEET, MORE OR

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

LESS, TO AN IRON PIPE SET IN THE GROUND;

THENCE PROCEEDING SOUTH 76 DEGREES 18 MINUTES EAST ALONG A WIRE FENCE LINE, A DISTANCE OF 183.4 FEET TO AN IRON PIPE;

THENCE CONTINUING ALONG SAID FENCE LINE SOUTH 86 DEGREES 46 MINUTES EAST, A DISTANCE OF 618.1 FEET TO A WIRE FENCE CORNER;

THENCE PROCEEDING SOUTH 86 DEGREES 47 MINUTES EAST, A DISTANCE OF 298.1 FEET TO A 24 INCH WHITE PINE TREE LOCATED ON A FENCE LINE;

THENCE PROCEEDING SOUTH 75 DEGREES 10 MINUTES EAST, A DISTANCE OF 1485.5 FEET ALONG A WIRE FENCE LINE TO A CAPPED, SET REBAR IN THE GROUND MARKING THE POINT OF INTERSECTION OF TROY TOWN LOTS 15, 34, 33 AND 16, SAID POINT ALSO MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED;

THENCE PROCEEDING NORTH 5 DEGREES 44 MINUTES EAST, A DISTANCE OF 1588.4 FEET ALONG A WIRE FENCE LINE TO A WOOD CORNER POST MARKING THE POINT AND PLACE OF BEGINNING.

CONTAINING 97.0 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320177
PROPERTY NAME: RETZLER, ERNEST M.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN THE TOWN OF TROY, COUNTY OF ORLEANS AND STATE OF VERMONT DESCRIBED AS FOLLOWS:

IT BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO THE SAID ERNEST M. RETZLER, JR. AND JOANNE E. RETZLER BY FELIX CHAPUT, SR. AND IVAH L. CHAPUT BY WARRANTY DEED DATED SEPTEMBER 29, 1978 AND RECORDED IN BOOK 40 AT PAGES 184-186 OF THE TOWN OF TROY LAND RECORDS AND BEING THEREIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING TWO PARCELS OF LAND CONSISTING OF 34.94 ACRES, MORE OR LESS, AND 82 ACRES, MORE OR LESS, WITH BUILDINGS THEREON WHICH ARE A PART OF THE SAME LAND AND PREMISES CONVEYED TO FELIX CHAPUT BY ROLAND CHAPUT BY WARRANTY DEED DATED DECEMBER 6, 1946 AND RECORDED IN BOOK 31 AT PAGE 263 OF THE LAND RECORDS OF THE TOWN OF TROY; SAID LAND AND PREMISES HEREBY CONVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I: BEGINNING AT AN IRON PIPE SET IN THE WESTERLY EDGE OF TOWN HIGHWAY NO. 28 (25 FEET FROM THE CENTERLINE THEREOF) WHICH IRON PIN IS AT THE SOUTHEASTERLY CORNER OF THE ROBERT JUDD PROPERTY; THENCE RUNNING NORTH 53 DEGREES 13 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 19.2 FEET TO A POINT; THENCE NORTH 77 DEGREES 3 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 83.8 FEET TO A POINT; THENCE NORTH 71 DEGREES 18 MINUTES WEST A DISTANCE OF 267.5 FEET TO A POINT; THENCE NORTH 78 DEGREES 35 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 301.2 FEET TO A POINT; THENCE NORTH 77 DEGREES 41 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 77.1 FEET TO A POINT; THENCE NORTH 77 DEGREES 40 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 421.2 FEET TO A POINT; THENCE NORTH 77 DEGREES 3 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 227.6 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE NORTH 75 DEGREES 17 MINUTES WEST ALONG THE JUDD BOUNDARY A DISTANCE OF 366.2 FEET TO AN IRON PIN SET IN THE BOUNDARY LINE OF THE PROPERTY OF THE GRANTORS HEREIN; THENCE TURNING AND RUNNING SOUTH 27 DEGREES 2 MINUTES WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 112.7 FEET TO A POINT; THENCE SOUTH 11 DEGREES 19 MINUTES WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 243 FEET TO A POINT; THENCE SOUTH 15 DEGREES 43 MINUTES WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 297.1 FEET TO A POINT; THENCE SOUTH 3 DEGREES 37 MINUTES WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 187.6 FEET TO A POINT; THENCE SOUTH 14 DEGREES 14 MINUTES WEST ALONG SAID BOUNDARY LINE TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREBY CONVEYED;

THENCE TURNING AND RUNNING SOUTH 65 DEGREES 16 MINUTES EAST ALONG OTHER LAND OF THE SAID FELIX CHAPUT A DISTANCE OF 1,436.2 FEET TO AN IRON PIPE SET IN THE WESTERLY EDGE OF SAID TOWN HIGHWAY NO. 28 (25 FEET FROM THE CENTER LINE THEREOF); THENCE TURNING AND RUNNING NORTH 24 DEGREES 54 MINUTES EAST ALONG THE EDGE OF SAID RIGHT-OF-WAY A DISTANCE OF 413.1 FEET TO A POINT; THENCE NORTH 28 DEGREES 23 MINUTES EAST ALONG THE EDGE OF SAID PUBLIC RIGHT-OF-WAY A DISTANCE OF 240.4 FEET; THENCE NORTH 33 DEGREES 35 MINUTES EAST ALONG SAID PUBLIC RIGHT-OF-WAY A DISTANCE OF 139.3 FEET TO A POINT; THENCE NORTH 36 DEGREES 44 MINUTES EAST ALONG THE EDGE OF SAID PUBLIC RIGHT-OF-WAY A DISTANCE OF 195.8 FEET TO A POINT; THENCE NORTH 40 DEGREES 00 MINUTES EAST ALONG THE EDGE OF SAID PUBLIC RIGHT-OF-WAY A DISTANCE OF 179.4 FEET TO THE IRON PIN AT THE POINT OF BEGINNING.

PARCEL II: BEGINNING AT AN IRON PIN SET IN THE EASTERLY EDGE OF TOWN HIGHWAY NO. 28 (25 FEET FROM THE CENTER LINE THEREOF) WHICH IRON PIN IS SET ACROSS THE HIGHWAY FROM THE NORTHEASTERLY CORNER OF PARCEL I AS DESCRIBED HEREIN AND WHICH IRON PIN IS SET IN THE GONZALES BOUNDARY LINE; THENCE RUNNING FROM SAID POINT OF BEGINNING SOUTH 76 DEGREES EAST ALONG THE GONZALES BOUNDARY LINE A DISTANCE OF 803.9 FEET TO AN IRON PIN FOR A CORNER THENCE TURNING AND RUNNING SOUTH 7 DEGREES WEST A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 12 DEGREES WEST A DISTANCE OF 159 FEET TO A POINT; THENCE SOUTH 8 DEGREES WEST A DISTANCE OF 1,641 FEET TO AN IRON PIN FOR A CORNER; THENCE TURNING AND RUNNING SOUTH 75 DEGREES EAST A DISTANCE OF 198 FEET TO A POINT; THENCE NORTH 85 DEGREES EAST A DISTANCE OF 96 FEET TO A POINT; THENCE SOUTH 63 DEGREES EAST A DISTANCE OF 81.5 FEET TO AN IRON PIN (THE PREVIOUS SIX BEARING AND DISTANCES HAVING BEEN ALONG THE GONZALES BOUNDARY LINE); THENCE TURNING AND RUNNING SOUTH 59 DEGREES 30 MINUTES

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000679

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

WEST ALONG THE NOW OR FORMER DERRY PROPERTY LINE A DISTANCE OF 2,046 FEET TO THE EASTERLY EDGE OF SAID TOWN HIGHWAY NO. 28; THENCE TURNING AND RUNNING IN A GENERAL NORTHERLY DIRECTION ALONG THE EASTERLY EDGE OF SAID TOWN HIGHWAY NO. 28 A DISTANCE OF 2,015 FEET TO A POINT ACROSS THE HIGHWAY FROM THE SOUTHEASTERLY CORNER OF PARCEL I AS DESCRIBED HEREIN; THENCE CONTINUING ALONG THE WESTERLY EDGE OF THE RIGHT-OF-WAY OF SAID TOWN HIGHWAY NO. 28 A DISTANCE OF 1,185 FEET TO THE POINT OF BEGINNING OF SAID PARCEL II.

SUBJECT TO:

(1) UTILITY POLE AND LINE EASEMENT TO VERMONT ELECTRIC COOPERATIVE, INC., BY FELIX AND IVAH CHAPUT BY DEED DATED JULY 22, 1969 AND RECORDED IN BOOK 37, PAGE 882 OF THE TOWN OF TROY LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320178
PROPERTY NAME: GALIPEAU, ROBERT H.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO GRANTORS HEREIN BY THREE DEEDS THE FIRST BEING FROM ARCHIE C. TAYLOR DATED NOVEMBER 9, 1965 AND RECORDED AT BOOK 36 PAGE 668 OF THE TROY LAND RECORDS, THE SECOND BEING FROM ARTHUR BELISLE AND LEONTINE BELISLE DATED JANUARY 9, 1967 AND RECORDED IN BOOK 36 PAGE 741 OF THE TROY LAND RECORDS AND THE THIRD BEING FROM CAROLIN D. ROWLAND DATED DECEMBER 24, 1965 AND RECORDED IN BOOK 36 PAGE 674 OF THE TROY LAND RECORDS, SAID PREMISES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED IN THE WESTERLY LINE OF THE LOOP ROAD, SO CALLED, SAID POINT BEING MARKED BY AN IRON PIPE SET IN THE GROUND AND MARKING THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN CONVEYED. THENCE PROCEEDING ALONG THE WESTERLY LINE OF SAID LOOP ROAD SOUTH 20 DEGREES 07 MINUTES EAST A DISTANCE OF 96.04 FEET WEST, THE DISTANCE OF 3,029.6 FEET MORE OR LESS TO AN IRON PIN SET IN THE GROUND; THENCE PROCEEDING ALONG A CALCULATED LINE NORTH 72 DEGREES 23 MINUTES WEST A DISTANCE OF 2,500 FEET MORE OR LESS TO A STONE PILE FOUND IN THE INTERSECTION OF THREE WIRE FENCE LINES; THENCE PROCEEDING NORTH 9 DEGREES 23 MINUTES EAST A DISTANCE OF 1,499.07 FEET MORE OR LESS TO AN IRON PIPE IN A PILE OF STONES; THENCE PROCEEDING SOUTH 72 DEGREES 38 MINUTES EAST A DISTANCE OF 1,329.05 FEET MORE OR LESS TO A POINT LOCATED IN A FENCE CORNER; THENCE PROCEEDING NORTH 11 DEGREES 29 MINUTES EAST A DISTANCE OF 1,937.01 FEET MORE OR LESS ALONG A WIRE FENCE LINE TO AN IRON PIN SET IN THE GROUND MARKING THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN CONVEYED; THENCE PROCEEDING SOUTH 71 DEGREES 22 MINUTES EAST A DISTANCE OF 1,284.04 FEET MORE OR LESS TO AN IRON PIPE SET IN THE WESTERLY LINE OF LOOP ROAD, SO-CALLED, MARKING THE POINT AND PLACE OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000681

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

CONTAINING 142.8 ACRES MORE OR LESS.

THE ABOVE DESCRIPTION APPEARS TO BE MISSING SOUTH BEARING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320159
PROPERTY NAME: YAGER, THERON, ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN THE TOWN OF WINDHAM IN THE COUNTY OF WINDHAM AND THE STATE OF VERMONT DESCRIBED AS FOLLOWS:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED BY WARRANTY DEED OF VERMONT TALC CO., FORMERLY VERMONT TALC AND SOAPSTONE COMPANY, TO THERON A. YAGER AND BURNADETTE YAGER, HUSBAND AND WIFE, DATED OCTOBER 20, 1969 AND RECORDED IN BOOK 18, AT PAGE 69 OF THE WINDHAM LAND RECORDS AND DESCRIBED THEREIN AS FOLLOWS:

BEING THE BEEMIS QUARRY LOT, SUPPOSED TO CONTAIN 37 ACRES OF LAND LOCATED AT THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF THE WINDHAM-CHESTER ROAD WITH THE GRAFTON-BELLOWS FALLS ROAD AND BEING THE LANDS, PREMISES, RIGHTS, PRIVILEGES AND EASEMENTS CONVEYED TO VERMONT TALC CO. AND SOAPSTONE COMPANY BY DEEDS OF ALBERT L. STONE AND WIFE DATED JANUARY 3, 1905, BOOK 12, PAGES 5 AND 6 AND DECEMBER 16, 1908, BOOK 11 'SIC. 12' PAGE 138 AND TO VERMONT TALC COMPANY BY DEED OF ALBERT L. STONE AND WIFE DATED JULY 23, 1914, BOOK 11 PAGE 221 OF WINDHAM LAND RECORDS. REFERENCE IS HEREBY HAD TO SAID DEEDS AND THE RECORDS THEREOF AND THE DEEDS AND RECORDS THEREIN REFERRED TO FOR A MORE PARTICULAR DESCRIPTION OF THE SAME; SUBJECT, NEVERTHELESS TO THE WATER AND OTHER RIGHTS MORE FULLY RESERVED IN SAID DEED.

SUBJECT TO: A PERMIT FOR GUY LOCATIONS ON THE PRIVATE PROPERTY GRANTED BY THERON A. YAGER AND BURNADETTE YAGER, HUSBAND AND WIFE, TO THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND THE CONTINENTAL TELEPHONE COMPANY OF VERMONT, INC., DATED MARCH 28, 1977 AND RECORDED IN BOOK 19, AT PAGE 392 OF THE WINDHAM LAND RECORDS. THE PREMISES IS ALSO SUBJECT TO AN EASEMENT GRANTED BY THERON A. YAGER AND BURNADETTE YAGER,

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SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

HUSBAND AND WIFE, TO THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND THE CONTINENTAL TELEPHONE COMPANY OF VERMONT, INC., DATED AUGUST 19, 1977 AND RECORDED IN BOOK 19, AT PAGE 424 OF THE WINDHAM LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000684

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320161
PROPERTY NAME: STACY, ROY, G.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

MEANING AND INTENDING HEREBY TO CONVEY ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO ROY G. STACY BY WARRANTY DEED OF HOWARD F. HAMM AND CHARLOTTE D. HAMM DATED AUGUST 16, 1965 AND RECORDED IN BOOK 17, PAGE 70 OF THE WINDHAM LAND RECORDS AND THEREIN DESCRIBED AS FOLLOWS:

BEING A PART OF THE PREMISES CONVEYED TO HOWARD F. HAMM AND CHARLOTTE D. HAMM BY WARRANTY DEED OF COLVER AND HARRIET SAUNDERS DATED MAY 21, 1954, RECORDED IN BOOK 15, PAGE 430 OF THE WINDHAM LAND RECORDS. SAID PART IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF THE ROAD LEADING PAST THE GRANTORS' HOUSE AND KNOWN AS THE WHITE ROAD AND BEING THE NORTHWEST CORNER OF THE GRANTORS' LAND; THENCE RUNNING SOUTHEASTERLY ALONG THE SOUTHERLY SIDE OF THE SAID ROAD A DISTANCE OF 250 FEET TO A POINT TO BE MARKED BY AN IRON PIN; THENCE RUNNING SOUTHERLY ALONG LANDS RETAINED BY THE GRANTORS TO THE SOUTHERLY BOUNDARY OF THE GRANTORS' ORIGINAL LANDS AT A POINT 250 FEET SOUTHERASTERLY OF THE GRANTORS' SOUTHWESTERLY CORNER; THENCE RUNNING NORTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF THE GRANTORS' ORIGINAL LANDS A DISTANCE OF 250 FEET TO THE SOUTHWEST CORNER OF THE GRANTORS' ORIGINAL PREMISES; THENCE RUNNING NORTHERLY ALONG THE GRANTORS' ORIGINAL WESTERLY BOUNDARY TO THE NORTHEAST CORNER OF THE FORMER COOK PREMISES; THENCE RUNNING WESTERLY ALONG THE COOK PREMISES NORTHERLY ALONG LANDS NOW OR FORMERLY OF HENRY BEMIS; EASTERLY ALONG LANDS FORMERLY OF HENRY BEMIS, AND NORTHERLY ALONG LANDS OF HENRY BEMIS TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320066
PROPERTY NAME: KENDALL, AMY
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

THAT CERTAIN PIECE OF LAND IN CHESTER IN THE COUNTY OF WINDSOR, AND STATE OF VERMONT, DESCRIBED AS FOLLOWS: BEING ALL AND THE SAME LAND AND PREMISES CONVEYED TO FLETCHER KENDALL, DECEASED, AND AMY KENDALL BY WARRANTY DEED OF EDWARD E. HOLT DATED DECEMBER 11, 1934, AND RECORDED IN BOOK 32, PAGE 206, OF CHESTER LAND RECORDS, WHEREIN SAID LAND AND PREMISES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: "BEGINNING ON THE HIGHWAY ON THE WEST LINE OF SAID HOLT'S SO CALLED HARLOW SMITH FARM, THENCE ACCORDING TO ORIGINAL SURVEY RUNS NORTH 10 DEG. EAST ABOUT 180 RODS ON THE WEST LINE OF SAID SMITH FARM AND THE LAND OF THE BROOKS PLACE UNTIL IT COMES TO THE HERBERT MINER LAND. THENCE TURNING A RIGHT ANGLE AND RUNNING WEST 10 DEG. NORTH ON SAID MINERS LAND, OR LINE, 90 RODS. THENCE TURNING A RIGHT ANGLE AND RUNNING SOUTH 10 DEG. WEST ABOUT 180 RODS TO THE HIGHWAY. THENCE DOWN SAID HIGHWAY TO THE PLACE OF BEGINNING. BEING ABOUT 100 ACRES, TO BE THE SAME, MORE OR LESS." AND " BEING A PART OF THE LAND DEED TO ME THE SAID EDWARD E. HOLT BY EDWIN J. DAVIS ADMINISTRATOR OF THE ESTATE OF CHARLES P. DODGE BY DEED DATED MARCH 8, 1927. BEING A PART OF THE LAND DEEDED TO CHARLES P. DODGE AND EDWARD E. HOLT BY DEED FROM MILDRED M. ALLEN AND PETER V. ALLEN BY DEED DATED NOVEMBER 8, 1915 AND RECORDED IN BOOK 29 PAGE 482 OF CHESTER LAND RECORDS. (ONE HALF INTEREST CAME TO ME EDWARD F. HOLT BY THE ABOVE MENTIONED DEED FROM EDWIN J. DAVIS, ADMINISTRATOR, AND THE OTHER HALF FROM THE DDED OF THE SIAD ALLEN'S HEIRS OR ASSIGNS, A RIGHT OF WAY ACROSS SAID DEEDED PROPERTY FOR REMOVING WOOD AND LUMBER, AND RESERVING THE SPRING WHICH HAS FURNISHED THE SO CALLED HARLOW SMITH FARM. THE CONDITIONS OF THIS DEED ARE THAT IN CASE THE SIAD GRANTEES WISH THE SAID DEEDED LAND FENCED, THEY MUST FENCE AND MAINTAIN SAID FENCE. THIS DEEDED LAND BEING LEASE LAND SO CALLED SAID GRANTEES ASSUMES A LEASE OF $10.92 PER YEAR, PAYABLE EACH YEAR TO THE TOWN OF CHESTER, VERMONT. THE MENTIONED DEED FROM EDWIN J. DAVIS, ADMINSTRATOR, IS RECORDED IN BOOK 31, PAGE 216 OF CHESTER LAND RECORDS"

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000686

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

EXCEPTED FROM THIS CONVEYANCE ARE ALL AND THE SAME LAND AND PREMISES CONVEYED BY WARRANTY DEED OF AMY KENDALL TO HOWARD PARRY AND JUNE PARRY DATED JUNE 12, 1979, AND RECORDED IN BOOK 57, PAGE 139, OF CHESTER LAND RECORDS, WHEREIN SAID EXCEPTED LAND AND PREMISES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: "BEING A PORTION ONLY OF THAT LAND AND PREMISES AS WAS CONVEYED TO FLETCHER KENDALL (NOW DECEASED) AND AMY KENDALL, HUSBAND AND WIFE, BY WARRANTY DEED OF EDWARD E. HOLT THE SAME BEING DATED DECEMBER 11, 1934, AND RECORDED IN BOOK 32, PAGE 306 (SIC) (206) OF THE CHESTER LAND RECORDS, WHICH PART AND PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EAST LINE OF

THE PUBLIC RIGHTS, SO-CALLED, MARKED BY A STONE WALL, WHERE THE OLD ROAD LEADING TO EAST HILL IN ANDOVER CROSSES SAID EAST LINE AND AT A STONE WALL CORNER; THENCE NORTHERLY ALONG SIAD STONE WALL MARKING SAID EAST LINE A DISTANCE OF 90 RODS; THENCE WESTERLY AT A RIGHT ANGLE WITH SAID STONE WALL A DISTANCE OF 45 RODS; THENCE SOUTHERLY AT A RIGHT ANGLE AND PARALLEL WITH SAID STONE WALL TO THE AFORESAID ROAD TO EAST HILL; THENCE MEANDERING EASTERLY ALONG SAID ROAD TO EAST HILL TO THE POINT OF BEGINNING CONTAINING ABOUT 21 ACRES OF LAND, MORE OR LESS.'"RESERVING HOWEVER TO THE GRANTOR HEREIN, HER HEIRS AND ASSIGNS FOREVER A RIGHT OF WAY OVER AND ACROSS THE HEREIN CONVEYED LAND AND PREMISES WHICH RIGHT OF WAY IS TO TRACK AND FOLLOW AN EXISTING LOGGING ROAD TO OTHER LAND AND PREMISES OF THE HEREIN GRANTOR."

REFERENCE IS HEREBY MADE TO THE AFOREMENTIONED DEEDS AND THEIR RECORDS AND TO THE DEEDS REFERRED TO THEREIN AND THEIR RECORDS AND TO A QUITCLAIM DEED OF EDWARD E. HOLT TO PROCTOR REELS INC. DATED MARCH 24, 1950, AND RECORDED IN BOOK 36, PAGE 139 OF CHESTER LAND RECORDS IN FURTHER AID OF THIS DESCRIPTION.

ALSO CONVEYED HEREWITH IS ANY RIGHT, TITLE OR INTEREST THE GRANTOR MIGHT HAVE IN AND TO LAND AND PREMISES LOCATED WITHIN THE BOUNDARIES OF THE ABOVE MENTIONED HIGHWAY WHICH MARKS THE SOUTHERN BOUNDARY OF THE LAND AND PREMISES HEREIN CONVEYED, WHICH LAND AND PREMISES ARE QUITCLAIMED ONLY.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000687

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320164
PROPERTY NAME: EDSON, ERWIN A.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING A PART OF THE PREMISES CONVEYED TO ME BY THE SAID ERWIN A. EDSON BY FRANK W. ADAMS ADMINISTRATOR OF THE ESTATE OF COLEMAN SANDERS BY DEED DATED NOVEMBER 27TH A. D. 1910 AND RECORDED IN BOOK 26 PAGE 295 OF CHESTER LAND RECORDS. THE PREMISES HEREBY CONVEYED ARE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING A A STAKE ON THE SOUTH SIDE OF THE RUTLAND RAILROAD, SAID STAKE BEING JUST 31 RODS AND 10 LINKS FROM THE NORTHEAST CORNER OF THE CHESTER STEAM POWER COMPANY'S LOT; THENCE SOUTHEASTERLY ON THE LINE OF SAID RUTLAND RAILROAD FOUR HUNDRED AND FIFTY FEET (450); THENCE TURNING A RIGHT ANGLE AND RUNNING SOUTHERLY TWO HUNDRED FEET (200) TO A STAKE; THENCE TURNING A RIGHT ANGLE AND RUNNING NORTHERLY TWO HUNDRED FEET (200) TO THE PLACE OF BEGINNING. ALSO CONVEYING A RIGHT OF WAY NOT TO EXCEED SIXTEEN (16) FEET IN WIDTH FROM PLEASANT STREET (SO CALLED) TO THE ABOVE DESCRIBED LOT; ALSO CONVEYING THE USE OF SAID PREMISES OF A SPRING ON AN ADJACENT PASTURELAND AND THE RIGHT TO LAY PIPE FROM THE SAID LOT TO THE RIVER ACROSS LAND NOW OWNED BY THE SAID EDSON AND SITUATED EAST OF SAID RAILROAD, ALSO THE RIGHT TO LAY PIPE FROM THE CHESTER WATER COMPANY'S MAIN LINE TO THE ABOVE DESCRIBED LOT.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000688

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320165
PROPERTY NAME: MAASS/CHESTER BLDG.
INTEREST TYPE: OWNED
PROPERTY TYPE: RIGHT OF WAY
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO WILLIAM H. MAASS BY WARRANTY DEED OF CHESTER SUPPLY CO., INC., DATED OCTOBER 13, 1972 AND RECORDED IN BOOK 47, PAGE 489 OF THE LAND RECORDS OF THE TOWN OF CHESTER AND A PORTION OF THE PREMISES CONVEYED TO CHESTER BUILDING SUPPLY BY WARRANTY DEED OF FRANCIS C. JAIRD AND ALICE JAIRD DATED JUNE 16, 1977 AND RECORDED IN BOOK 54, PAGE 267 OF THE LAND RECORDS OF THE TOWN OF CHESTER. THE PREMISES HEREIN CONVEYED ARE FURTHER SHOWN ON A SURVEY MAP ENTITLED "A BOUNDARY SURVEY PREPARED FOR VERMONT TALC, INC., CHESTER, VERMONT" DATED FEBRUARY 14, 1978, REVISED FEBRUARY 14, 1978, DRAWING BY W. BYRD LA PRADE, CONSULTING ENGINEER OF MANCHESTER CENTER, VERMONT, WHICH SURVEY MAP IS TO BE RECORDED IN THE LAND RECORDS OF THE TOWN OF CHESTER.

THIS CONVEYANCE CONSISTS OF A RIGHT OF WAY APPROXIMATELY 30 FEET IN WIDTH BEGINNING AT A POINT MARKED BY AN IRON PIPE LOCATED IN THE NORTHERLY SIDE OF THE RIGHT OF WAY OF VERMONT RT 11 WHICH SAID POINT MARKS THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF HARRY S. GOODELL AND KATHLEEN GOODELL; THENCE RUNNING N 21 DEGREES 44 MINUTES WEST IN AND ALONG THE EASTERLY LINE OF SAID LANDS OF HARRY S. GOODELL AND KATHLEEN GOODELL A DISTANCE OF 227.80 FEET TO A POINT MARKED BY AN IRON PIPE; THENCE RUNNING IN A NORTHWESTERLY DIRECTION IN AN ARC DESCRIBED BY AN ANGLE OF 43 DEGREES 45 MINUTES AND CONTAINING A RADIUS OF 100 FEET TO THE CENTER LINE OF THE RIGHT OF WAY HEREIN CONVEYED WHICH ARC CONTINUES A DISTANCE OF 76.36 FEET IN AND ALONG THE SAID CENTER LINE; THENCE RUNNING NORTH 65 DEGREES 29 MINUTES WEST A DISTANCE OF 90.32 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN AN ARC DESCRIBED BY AN ANGLE OF 49 DEGREES AND CONTAINING A RADIUS OF 125 FEET TO THE CENTER LINE OF THE RIGHT OF WAY HEREIN CONVEYED WHICH ARC CONTINUES A DISTANCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000689

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

OF 106.90 FEET IN AND ALONG SAID CENTER LINE; THENCE RUNNING NORTH 16 DEGREES 29 MINUTES WEST A DISTANCE OF 43.5 FEET, MORE OR LESS, TO A POINT MARKED BY AN IRON PIPE WHICH POINT IS IN THE SOUTHERLY BOUNDARY LINE OF LANDS CONVEYED BY WARRANTY DEED OF EVEN DATE HEREWITH BY WILLIAM H. MAASS AND WAIN K. MAASS, HUSBAND AND WIFE, TO VERMONT TALC, INC; THENCE RUNNING NORTH 68 DEGREES 40 MINUTES EAST IN AND ALONG THE SAID SOUTHERLY BOUNDARY LINE OF THE SAID LANDS OF VERMONT TALC, INC. A DISTANCE OF APPROXIMATELY 30 FEET TO A POINT MARKED BY AN IRON PIPE; THENCE RUNNING IN A SOUTHEASTERLY DIRECTION IN A LINE PARALLEL TO AND APPROXIMATELY 30 FEET DISTANT FROM THE LINE HEREINABOVE SET FORTH FOR A DISTANCE OF 544.88 FEET, MORE OR LESS, TO A POINT MARKED BY AN IRON PIPE WHICH POINT IS LOCATED IN THE NORTHERLY SIDE OF THE RIGHT OF WAY OF VERMONT RT. 11 AND APPROXIMATELY 30 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE RUNNING IN AND ALONG THE EASTERLY SIDE OF THE RIGHT OF WAY OF SAID VERMONT RT. 11 A DISTANCE OF APPROXIMATELY 30 FEET TO SAID PLACE AND POINT OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000690

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320166
PROPERTY NAME: MAASS, WILLIAM H.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR
LAND DESCRIPTION:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO WILLIAM H. MAASS BY WARRANTY DEED OF CHESTER SUPPLY CO., INC., DATED OCTOBER 13, 1972 AND RECORDED IN BOOK 47, PAGE 489 OF THE LAND RECORDS OF THE TOWN OF CHESTER.

THE PREMISES HEREIN CONVEYED ARE FURTHER SHOWN ON A SURVEY MAP ENTITLED "A BOUNDARY SURVEY PREPARED FOR VERMONT TALC, INC., CHESTER, VERMONT" DATED FEBRUARY 14, 1978, REVISED FEBRUARY 14, 1978, DRAWING BY W. BYRD LA PRADE, CONSULTING ENGINEER OF MANCHESTER CENTER, VERMONT, WHICH SURVEY MAP IS TO BE RECORDED IN THE LAND RECORDS OF THE TOWN OF CHESTER. SAID PREMISES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A MARBLE MONUMENT WHICH POINT IS LOCATED IN THE EASTERLY SIDE OF A 16 FOOT RIGHT-OF-WAY CONVEYED TO VERMONT TALC AND SOAPSTONE COMPANY, PREDECESSOR IN INTEREST TO VERMONT TALC, INC., BY WARRANTY DEED DATED APRIL 27, 1912 FROM ERWIN A. EDSON AND LELIA M. EDSON, HUSBAND AND WIFE, RECORDED IN BOOK 29, PAGE 49 OF THE LAND RECORDS OF THE TOWN OF CHESTER WHICH SAID POINT IS ALSO LOCATED 125 FEET, MORE OR LESS, IN A SOUTHEASTERLY DIRECTION FROM THE SOUTHEAST CORNER OF LANDS NOW OWNED BY VERMONT TALC, INC.; THENCE RUNNING SOUTH 68 DEGREES 40 MINUTES WEST TO A POINT MARKED BY A MARBLE MONUMENT WHICH POINT IS LOCATED IN THE WESTERLY SIDE OF A RIGHT-OF-WAY HEREINAFTER CONVEYED TO VERMONT TALC, INC.; THENCE SOUTH 68 DEGREES 40 MINUTES WEST IN AND ALONG THE NORTHERLY BOUNDARY LINE OF LANDS OF WILLIAM H. MAASS TO A POINT MARKED BY AN IRON PIPE WHICH POINT MARKS THE NORTHWESTERLY BOUNDARY OF A RIGHT-OF-WAY CONVEYED TO VERMONT TALC, INC. BY A WARRANTY DEED OF EVEN DATED HEREWITH FROM WILLIAM H. MAASS, WAIN K. MAASS, HUSBAND AND WIFE, AND CHESTER BUILDING SUPPLY COMPANY WHICH SAID LAST COURSE RUNS BETWEEN AND CONNECTS WITH THREE IRON PIPES SET IN AND ALONG THE SAID COURSE; THENCE RUNNING SOUTH 68 DEGREES 41 MINUTES WEST

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000691

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

IN AND ALONG THE NORTHERLY BOUNDARY LINE OF LANDS OF WILLIAM H. MAASS TO A POINT MARKED BY AN IRON PIPE WHICH POINT IS LOCATED IN A STONE WALL AND WHICH SAID POINT MARKS THE SOUTHWESTERLY CORNER OF THE LAND HEREIN CONVEYED, THE LAST THREE COURSES HEROF BEING A DISTANCE OF APPROXIMATELY 891.66 FEET; THENCE RUNNING NORTH 4 DEGREES EAST IN AND ALONG THE STONE WALL A DISTANCE OF 748 FEET TO A POINT WHERE THE SAID STONE WALL BENDS AND TURNS IN A NORTHWESTERLY DIRECTION; THENCE RUNNING NORTH 26 DEGREES WEST IN AND ALONG THE SAID STONE WALL A DISTANCE OF 378 FEET TO A POINT WHERE THE SAID STONE WALL INTERESECTS WITH ANOTHER STONE WALL WHICH SAID POINT MARKS THE NORTHWESTERLY CORNER OF THE LAND HEREIN CONVEYED;

THENCE RUNNING NORTH 64 DEGREES EAST IN AND ALONG A STONE WALL A DISTANCE OF 575 FEET TO A POINT WHERE THE STONE WALL INTERSECTS WITH A WIRE FENCE LOCATED IN THE WESTERLY SIDE OF A RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF GREEN MOUNTAIN RAILROAD WHICH SAID POINT MARKS THE NORTHEASTERLY CORNER OF LANDS HEREIN CONVEYED; THENCE SOUTH 23 DEGREES EAST IN AND ALONG THE SAID WESTERLY SIDE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 519 FEET TO A POINT WHERE A CONCRETE RETAINING WALL INTERSECTS A LINE OF TREES WHICH LINE OF TREES MARKS THE NORTHERLY BOUNDARY LINE OF LANDS NOW OF VERMONT TALC, INC.; THENCE RUNNING SOUTH 67 DEGREES WEST IN AND ALONG THE LINE OF TREES WHICH MARKS THE NORTHERLY BOUNDARY LINE OF SAID LANDS NOW OF VERMONT TALC, INC. A DISTANCE OF 200 FEET TO A POINT WHICH SAID POINT MARKS THE NORTHWESTERLY CORNER OF SAID LANDS NOW OF VERMONT TALC, INC.; THENCE RUNNING SOUTH 23 DEGREES EAST IN AND ALONG THE WESTERLY BOUNDARY LINE OF LANDS NOW OF VERMONT TALC, INC. A DISTANCE OF 450 FEET TO A POINT WHICH SAID POINT MARKS THE SOUTHWESTERLY CORNER OF SAID LANDS NOW OF VERMONT TALC, INC.; THENCE RUNNING NORTH 67 DEGREES EAST IN AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LANDS OF VERMONT TALC, INC. TO A POINT WHICH SAID POINT MARKS THE SOUTHEASTERLY CORNER OF SAID LANDS OF VERMONT TALC, INC. AND WHICH IS LOCATED IN THE WESTERLY LINE OF THE RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF GREEN MOUNTAIN RAILROAD; THENCE RUNNING SOUTH 23 DEGREES EAST IN AND ALONG THE WESTERLY SIDE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF APPROXIMATELY 125 FEET TO THE PLACE AND POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY 14.38 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000692

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THIS CONVEYANCE ALSO INCLUDES A RIGHT-OF-WAY OF 40 FEET IN WIDTH, THE EASTERLY SIDE OF WHICH LIES IN AND ALONG THE EASTERLY SIDE OF THE 16 FOOT RIGHT-OF-WAY CONVEYED BY WARRANTY DEED OF ERWIN A. EDSON AND LELIA M. EDSON, HUSBAND AND WIFE HEREINABOVE REFERRED TO AND BEGINNING AT A POINT MARKED BY A MARBLE MONUMENT WHICH SAID POINT IS ALSO THE PLACE AND POINT OF BEGINNING OF THE 14.38 ACRE PARCEL HEREINABOVE DESCRIBED;

THENCE RUNNING SOUTH 23 DEGREES EAST IN AND ALONG THE EASTERLY SIDE OF THE SAID RIGHT-OF-WAY OF VERMONT TALC, INC. WHICH SAID LINE IS ALSO THE WESTERLY SIDE OF THE RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF GREEN MOUNTAIN RAILROAD A DISTANCE OF 405 FEET, MORE OR LESS, TO A POINT MARKED BY A MARBLE MONUMENT WHICH SAID POINT IS LOCATED IN THE NORTHERLY SIDE OF THE RIGHT-OF-WAY OF VERMONT RT. 11;

THENCE RUNNING SOUTH 57 DEGREES 38 MINUTES WEST IN AND ALONG THE NORTHERLY SIDE OF THE RIGHT-OF-WAY OF VERMONT RT. 11 A DISTANCE OF 40 FEET TO A POINT MARKED BY AN IRON PIPE;

THENCE RUNNING NORTH 23 DEGREES WEST IN AND ALONG LANDS OF WILLIAM H. MAASS A DISTANCE OF 411 FEET, MORE OR LESS, TO A POINT MARKED BY A MARBLE MONUMENT WHICH SAID POINT IS LOCATED IN THE SOUTHERLY BOUNDARY LINE OF LANDS HEREINABOVE CONVEYED TO VERMONT TALC, INC.;

THENCE RUNNING NORTH 68 DEGREES 40 MINUTES EAST IN A STRAIGHT LINE COURSE A DISTANCE OF 40 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320167
PROPERTY NAME: CARNEY, ROBERT
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING ALL AND THE SAME LAND AND PREMISES CONVEYED TO ROBERT CARNEY BY WARRANTY DEED OF WALTER E. GARNETT AND ADDIE A. GARNETT DATED NOVEMBER 14, 1969 AND RECORDED IN BOOK 44 PAGE 237 OF THE CHESTER LAND RECORDS.

THE ABOVE MENTIONED DEED FROM WALTER E. AND ADDIE A. GARNETT TO ROBERT CARNEY ESTIMATED THAT THE PROPERTY CONTAINED 13 ACRES MORE OR LESS. A RECENT SURVEY SHOWS THAT THE SAID PARCEL OF LAND CONTAINS APPROXIMATELY 8.2 ACRES. REFERENCE FOR A MORE PARTICULAR DESCRIPTION OF THE SAID PREMISES IS MADE TO A SURVEY ENTITLED "THE LANDS OF ROBERT CARNEY, CHESTER, VERMONT" DATED MAY 6, 1976 BY CLAUDE G. DERN, A REGISTERED VERMONT LAND SURVEYOR. SAID SURVEY IS INCORPORATED BY REFERENCE AND MADE A PART HEREOF AND IS TO BE RECORDED IN THE CHESTER LAND RECORDS.

SUBJECT TO:

RIGHT OF WAY DESCRIBED AS FOLLOWS FROM WALTER E. AND ADDIE A. GARNETT TO ROBERT CARNEY:

"THE GRANTORS HEREIN, THEIR HEIRS AND ASSIGNS, HEREBY RESERVES A RIGHT OF WAY AND EASEMENT FOR ALL PURPOSES ALONG A PARCEL OF LAND 50 FEET WIDE COMMENCING AT THE EASTERLY BOUNDARY OF THE PREMISES RETAINED BY THE GRANTORS. SAID BOUNDARY BEING ON THE HIGHWAY KNOWN AS, ROUTE #11, AND CONTINUING ALONG A STRIP 50 FEET WIDE AT THE SOUTHERN BOUNDARY OF THE PREMISES RETAINED BY THE GRANTOR AND CONTINUING ALONG THE SOUTHERLY BOUNDARY OF THE HEREIN CONVEYED PREMISES AND TERMINATING AT THE NORTHERLY BOUNDARY OF LAND NOW OR FORMERLY OF FARNSWORTH. THE PURPOSE OF THIS RESERVATION IS TO RESERVE A RIGHT OF WAY FROM SAID ROAD ROUTE #11, ALONG

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SAID 50 FOOT STRIP TO PROPERTY OF SAID FARNSWORTH. THE GRANTORS HEREIN, THEIR HEIRS AND ASSIGNS, HEREBY GIVES AND GRANTS A RIGHT OF WAY FOR ALL PURPOSES ALONG SAID 50 FOOT STRIP HEREINBEFORE DESCRIBED FROM ITS COMMENCEMENT ON ROUTE #11 HEREINBEFORE MENTIONED TO THE WESTERLY BOUNDARY OF THE PREMISES HEREIN RETAINED BY THE GRANTORS AND THE EASTERLY BOUNDARY OF THE HEREIN CONVEYED PREMISES."

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES OR CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320168
PROPERTY NAME: CHESTER BUILDING
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED BY QUITCLAIM DEED OF SARAH E. VAIL TO CHESTER BUILDING SUPPLY COMPANY DATED MARCH 3, 1978 AND RECORDED IN BOOK 55, PAGES 287-90 OF THE CHESTER LAND RECORDS. SAID PREMISES ARE ALSO A PORTION OF THE PREMISES CONVEYED TO WILLIAM H. MAASS BY WARRANTY DEED OF CHESTER SUPPLY COMPANY, INC. DATED OCTOBER 13, 1972 AND RECORDED IN BOOK 47, PAGE 489 OF THE CHESTER LAND RECORDS AND BY WARRANTY DEED OF WILLIAM H. MAASS JOINED BY WAIN K. MAASS TO SARAH E. VAIL DATED MARCH 3, 1978 AND RECORDED IN BOOK 55, PAGES 283-86 OF THE CHESTER LAND RECORDS.

THE PORTION HEREIN CONVEYED MAY BE DESCRIBED AS:

BEGINNING AT A POINT IN THE HIGHWAY RIGHT-OF-WAY OF VERMONT STATE ROUTE NO. 11 WHICH POINT MARKS THE SOUTHWESTERLY CORNER OF THE PREMISES HEREIN CONVEYED AND THE SOUTHEASTERLY CORNER OF LAND OF CHESTER BUILDING SUPPLY COMPANY;
THENCE RUNNING NORTH 23 DEGREES WEST, A DISTANCE OF 205.5 FEET, MORE OR LESS, ALONG LANDS OF CHESTER BUILDING SUPPLY COMPANY TO AN IRON PIPE;
THENCE TURNING AND RUNNING NORTH 63 DEGREES 03 MINUTES WEST, A DISTANCE OF 85.80 FEET, MORE OR LESS, TO AN IRON PIPE;
THENCE TURNING AND RUNNING NORTH 23 DEGREES WEST, A DISTANCE OF 152.69 FEET, MORE OR LESS, TO AN IRON PIPE;
THENCE TURNING AND RUNNING NORTH 68 DEGREES 40 MINUTES EAST, A DISTANCE OF 115.58 FEET, MORE OR LESS, ALONG LANDS NOW OR FORMERLY OF VERMONT TALC, INC. TO A MARBLE MONUMENT;
THENCE CONTINUING NORTHEASTERLY A DISTANCE OF 40.02 FEET, MORE OR LESS, TO ANOTHER MARBLE MONUMENT;
THENCE TURNING AND RUNNING SOUTH 23 DEGREES EAST, A DISTANCE OF 403.3 FEET

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

TO A MARBLE MONUMENT SET IN THE NORTHERLY SIDE OF THE HIGHWAY RIGHT-OF-WAY OF VERMONT STATE ROUTE NO. 11;
THENCE TURNING AND RUNNING SOUTHWESTERLY 40.54 FEET ALONG THE NORTHERLY SIDE OF HIGHWAY RIGHT-OF-WAY TO AN IRON PIPE;
THENCE CONTINUING SOUTH 59 DEGREES 38 MINUTES WEST, A DISTANCE OF 61.14 FEET, MORE OR LESS, TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL ESTIMATED TO CONTAIN 1.18 ACRES.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320169
PROPERTY NAME: CHESTER BUILDING
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO CHESTER BUILDING SUPPLY COMPANY BY WARRANTY DEED OF WILLIAM H. MAASS AND WAIN K. MAASS DATED AND RECORDED FEBRUARY 27, 1981 IN BOOK 59, PAGE 378 IN THE CHESTER LAND RECORDS; AND BEING ALL OF THE LANDS AND PREMISES CONVEYED TO CHESTER BUILDING SUPPLY COMPANY BY WARRANTY DEED OF FRANCIS C. JAIRD AND ALICE JAIRD DATED JUNE 16, 1977 AND RECORDED JUNE 21, 1977 IN BOOK 54, PAGE 267 OF THE CHESTER LAND RECORDS. THE PREMISES HEREIN CONVEYED ARE ALL OF THE REMAINING LANDS AND PREMISES OWNED BY CHESTER BUILDING SUPPLY COMPANY IN CHESTER, VERMONT, AND ARE DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO WILLIAM H. MAASS BY THE WARRANTY DEED OF CHESTER SUPPLY CO. INC., DATED OCTOBER 13, 1972 AND RECORDED IN BOOK 47 AT PAGE 489 OF THE LAND RECORDS OF THE TOWN OF CHESTER. SAID PREMISES MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A MARBLE MONUMENT WHICH POINT IS LOCATED IN THE NORTHERLY SIDE OF THE HIGHWAY RIGHT-OF-WAY OF VERMONT RT. 11 WHICH MARBLE MONUMENT IS ALSO SET IN THE EASTERLY SIDE OF A 16 FOOT RIGHT-OF-WAY CONVEYED TO VERMONT TALC AND SOAPSTONE COMPANY BY WARRANTY DEED OF ERWIN A. EDSON AND LELIA M. EDSON DATED APRIL 27, 1912 AND RECORDED IN BOOK 29 AT PAGE 49 OF THE CHESTER LAND RECORDS;
THENCE RUNNING NORTH 23 DEGREES WEST, AN APPROXIMATE DISTANCE OF 403.3 FEET TO ANOTHER POINT MARKED BY A MARBLE MONUMENT ALSO SET IN THE EASTERLY SIDE OF THE ABOVE MENTIONED 16 FOOT RIGHT-OF-WAY;
THENCE TURNING AND RUNNING SOUTH 68 DEGREES 40 MINUTES WEST, TO A POINT MARKED BY A MARBLE MONUMENT WHICH POINT IS LOCATED ON THE WESTERLY SIDE OF A 40 FOOT RIGHT-OF-WAY WHICH IS HEREINAFTER DESCRIBED;
THENCE CONTINUING SOUTH 68 DEGREES 40 MINUTES WEST AND SOUTH 68 DEGREES 41

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000698

REDACTED DOCUMENT

MINUTES WEST, A DISTANCE OF APPROXIMATELY 891.66 FEET TO AN IRON PIPE SET IN THE GROUND BY A LARGE BUTTERNUT TREE;
THENCE TURNING AND RUNNING SOUTHWEST ALONG A STONE WALL A DISTANCE OF 176 FEET TO A CORNER;
THENCE TURNING AND RUNNING NORTH 87 DEGREES EAST, A DISTANCE OF 370 FEET TO AN IRON PIPE SET IN AN ELM STUMP;
THENCE CONTINUING NORTH 87 DEGREES EAST, A DISTANCE OF 38 FEET, TO ANOTHER IRON PIPE;
THENCE TURNING AND RUNNING NORTH 61 DEGREES 6 MINUTES EAST, A DISTANCE OF 90 FEET, TO AN IRON PIPE SET IN THE WESTERLY SIDE OF A 30 FOOT WIDE RIGHT

OF WAY GRANTED TO VERMONT TALC, INC.;
THENCE TURNING AND RUNNING ALONG THE WESTERLY EDGE OF SAID 30 FOOT RIGHT-OF-WAY SOUTH 21 DEGREES 44 MINUTES EAST, A DISTANCE OF 227.80 FEET TO AN IRON PIPE SET IN THE GROUND ON THE EDGE OF THE HIGHWAY RIGHT-OF-WAY OF VERMONT STATE ROUTE NO. 11;
THENCE TURNING AND RUNNING NORTH 57 DEGREES 38 MINUTES EAST, A DISTANCE OF 509.64 FEET ALONG THE NORTHERLY SIDE OF THE HIGHWAY RIGHT-OF-WAY OF VERMONT ROUTE NO. 11 TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO:

SAID PREMISES ARE CONVEYED SUBJECT TO THE ABOVE MENTIONED 40 FOOT RIGHT-OF-WAY WHICH HAS BEEN CONVEYED TO VERMONT TALC, INC. BY WARRANTY DEED OF WILLIAM H. MAASS, JOINED BY HIS WIFE, WAIN K. MAASS DATED MARCH 3, 1978 AND RECORDED IN BOOK 55, PAGES 274-278 OF THE CHESTER LAND RECORDS.

SAID PREMISES ARE ALSO CONVEYED SUBJECT TO THE ABOVE MENTIONED 30 FOOT RIGHT-OF-WAY ACROSS LANDS OF WILLIAM H. MAASS AND CHESTER BUILDING SUPPLY COMPANY WHICH RIGHT-OF-WAY WAS CONVEYED BY WARRANTY DEED TO VERMONT TALC, INC. DATED MARCH 3, 1978 AND RECORDED IN BOOK 55, PAGES 279-282 OF THE CHESTER LAND RECORDS.

REFERENCE IS MADE TO THE SURVEY MAP ENTITLED "A BOUNDARY SURVEY PREPARED FOR VERMONT TALC, INC., CHESTER, VERMONT" BY W. BYRD LA PRADE CONSULTING ENGINEER AND SURVEYOR OF MANCHESTER CENTER, VERMONT, DRAWING NO. 1084-2-A REVISED FEBRUARY 14, 1978 WHICH SURVEY HAS BEEN FILED FOR RECORD IN THE CHESTER LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000699

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

LESS AND EXCEPT A PARCEL CONTAINING 1.18 ACRES THAT WAS CONVEYED BY

WARRANTY DEED OF CHESTER BUILDING SUPPLY COMPANY TO OMYA, INC. BY WARRANTY DEED DATED AND RECORDED FEBRUARY 27, 1981 IN BOOK 59, PAGE 386 OF THE CHESTER LAND RECORDS.

LESS AND EXCEPT A PARCEL CONTAINING 1.61 ACRES CONVEYED TO SPINNING MILL HOUSE, INC. ON 10/11/1989 BY GREEN MOUNTAIN TALC CORPORATION BY WARRANTY DEED RECORDED ON 10/10/1989 IN BOOK 70, PAGES 256-58 IN THE CHESTER TOWN RECORDS, AND WHICH IS FURTHER DESCRIBED AS AN EXCEPTION BELOW:

THE FOLLOWING PARCEL WAS CONVEYED BY GREEN MOUNTAIN TALC CORPORATION, GRANTOR, TO SPINNING MILL HOUSE, INC., GRANTEE, BY WARRANTY DEED DATED OCTOBER 11, 1989, AS RECORDED ON OCTOBER 20, 1989 IN BOOK 70, PAGES 256-58 IN THE TOWN RECORDS OF CHESTER, VERMONT:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED TO GREEN MOUNTAIN TALC CORPORATION BY WARRANTY DEED OF VERMONT TALC, INC. DATED MAY 13, 1988 AND RECORDED IN BOOK 68, PAGE 242, OF CHESTER LAND RECORDS. THE PORTION CONVEYED HEREIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE DRIVEN IN THE GROUND IN THE NORTHERN RIGHT-OF-WAY LIMITS OF NOW OR FORMERLY VERMONT ROUTE 11, SO-CALLED, WHICH IRON PIPE MARKS THE SOUTHWESTERN CORNER OF THE LAND AND PREMISES CONVEYED HEREIN AND A SOUTH-EASTERN CORNER OF OTHER LAND AND PREMISES OF THE GRANTOR HEREIN;

THENCE N 20 DEGREES 09'32" W A DISTANCE OF 225.05 FEET, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND;
THENCE N 20 DEGREES 09'32" W A DISTANCE OF 60.00 FEET, MORE OR LESS TO AN IRON PIPE DRIVEN IN THE GROUND;
THENCE N 59 DEGREES 04'52" E A DISTANCE OF 264.51 FEET, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND;
THENCE S 50 DEGREES 32'31" E A DISTANCE OF 39.75 FEET, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND;
THENCE S 25 DEGREES 37'11" E A DISTANCE OF 107.90 FEET, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE S 65 DEGREES 52'34" W A DISTANCE OF 86.00 FEET, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND;
THENCE S 25 DEGREES 37'11" E A DISTANCE OF 145.91 FEET, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND IN THE NORTHERN RIGHT-OF-WAY LIMITS OF SAID VERMONT ROUTE 11;
THENCE S 59 DEGREES 04'52" W ALONG THE NORTHERN RIGHT-OF-WAY LIMITS OF SAID VERMONT ROUTE 11 A DISTANCE OF 222.12 FEET, MORE OR LESS, TO THE POINT AND PLACE OF BEGINNING.

THE LAND AND PREMISES CONVEYED HEREIN, CONSISTING OF 1.61 ACRES, MORE OR LESS, OF LAND ARE MORE PARTICULARLY DESCRIBED ON A PLAN ENTITLED "PROPERTY OF GREEN MOUNTAIN TALC CORPORATION, CHESTER, VERMONT" DATED JUNE 6,-1989,

LAST REVISED SEPTEMBER 27, 1989, PREPARED BY SOUTHERN VERMONT SURVEYS AND FILED HEREWITH (THE "SURVEY PLAN").

ALSO CONVEYED TO THE GRANTEE HEREIN, ITS SUCCESSORS AND ASSIGNS, ARE THE FOLLOWING EASEMENTS:

1. THE RIGHT OF INGRESS TO AND EGRESS FROM THE TOP FLOOR OF THE SO-CALLED "WAREHOUSE BUILDING" ON OTHER LAND AND PREMISES OF THE GRANTOR HEREIN AS SHOWN ON THE SURVEY PLAN, WHICH RIGHT SHALL TERMINATE AT THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE AGREEMENT OF EVEN DATE HEREWITH BETWEEN THE GRANTOR HEREIN AND THE GRANTEE HEREIN OF SUCH TOP FLOOR OF SUCH "WAREHOUSE BUILDING";

2. THE RIGHT TO CONSTRUCT A SECOND ACCESS FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM SAID "WAREHOUSE BUILDING", FROM SAID VERMONT ROUTE 11 TO A POINT SOUTHERLY OF THE SOUTHWEST CORNER OF SAID "WAREHOUSE BUILDING" SAID ACCESS TO BE LOCATED BETWEEN THE EXISTING FIRE HYDRANT AND THE EXISTING CULVERT UNDER SAID VERMONT ROUTE 11; AND

3. AN EASEMENT FOR CONSTRUCTION PURPOSES ONLY, 25' IN WIDTH, WESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE:

   BEGINNING AT AN IRON PIPE DRIVEN IN THE GROUND IN THE WESTERN BOUNDARY

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

OF LAND AND PREMISES CONVEYED HEREIN WHICH IRON PIPE IS S 20 DEGREES 09'32" E A DISTANCE OF 60 FEET, MORE OR LESS, FROM AN IRON PIPE DRIVEN IN THE GROUND MARKING THE NORTHWESTERN CORNER OF THE LAND AND PREMISES CONVEYED HEREIN;
THENCE S 20 DEGREES 09'32" E A DISTANCE OF 70 FEET, MORE OR LESS, TO A POINT IN THE WESTERN BOUNDARY OF THE LAND AND PREMISES CONVEYED HEREIN.

RESERVED TO THE GRANTOR HEREIN, ITS SUCCESSORS AND ASSIGNS, IS A RIGHT-OF-WAY, TWENTY FEET (20') IN WIDTH, PARALLEL WITH AND RUNNING FROM THE WESTERLY SIDE OF THE WAREHOUSE, SO-CALLED, NORTHWESTERLY ACROSS THE LAND AND PREMISES CONVEYED HEREIN TO OTHER LAND AND PREMISES OF THE GRANTOR HEREIN.

FURTHER SUBJECT TO:

LEASE DATED OCTOBER 11, 1989 BETWEEN GREEN MOUNTAIN TALC CORPORATION, LESSOR, AND SPINNING MILL HOUSE, INC., LESSEE. LESSOR HAS LEASED TO LESSEE THE TOP FLOOR OF WAREHOUSE BUILDING FOR A FIVE YEAR TERM.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320188
PROPERTY NAME: OLD WOOLEN MILL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO SPINNING MILL HOUSE INC. BY WARRANTY DEED OF WARREN RIPLEY, DATED AUGUST 24, 1987, AND RECORDED IN BOOK 110 AT PAGE 377 OF THE LUDLOW LAND RECORDS, AND WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED HEREIN.

THE LANDS INCLUDED HEREIN ARE THOSE IN THE CONVEYANCE TO ROCHELLE REALTY, INC. BY JACK WEINBERG AS EXECUTOR OF THE ESTATE OF WILLIAM HANKEN BY DEED DATED MARCH 21, 1977, RECORDED IN BOOK 68, PAGES 357-360 OF THE LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

"BEING ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO DAKEN MILLS, INC. BY VERMONT NATIONAL BANK BY DEED DATED AUGUST 5, 1974, RECORDED IN BOOK 64, PAGES 287-291 OF THE LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

PARCEL NO. 1: ALL AND THE SAME LAND AND PROPERTY WITH THE WATER RIGHTS APPURTENANT THERETO (WITH THE EXCEPTION OF SUCH OF THE PERSONAL PROPERTY HERETOFORE DISPOSED OF) THAT WERE DEEDED TO THE VERD MONT MILLS COMPANY BY FRANK W. AGAN BY HIS WARRANTY DEED DATED FEBRUARY 27, 1911 AND RECORDED IN VOL. 31, PAGES 438-439 OF LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

ABOUT ONE ACRE OF LAND AND WATER RIGHTS APPURTENANT, WITH A WOOLEN MANUFACTURING PLANT THEREON, CONSISTING OF ONE-STORY WEAVE SHED, TWO-STORY AND ATTIC MAIN MILL AND THREE-STORY BRICK BOILER HOUSE. THE SAID PREMISES ARE BOUNDED ON THE NORTH BY LAND OF ALICE BEAN AND LAND OF FLETCHER S. HINES; ON THE EAST BY LAND OF FLETCHER S. HINES; ON THE SOUTH BY BLACK RIVER; ON THE WEST BY LAND

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

OF ALICE BEAN AND THE HIGHWAY LEADING FROM THE OLD GREEN MOUNTAIN TURNPIKE TO SOUTH HILL.

BEING ALL AND THE SAME PREMISES WHICH WERE CONVEYED TO THE VERD MONT MILLS BY THREE SEVERAL WARRANTY DEEDS, ONE FROM FRANK W. AGAN BEARING DATE THE 29TH DAY OF JULY A.D., 1901 AND RECORDED IN LUDLOW LAND RECORDS BOOK 26, PAGE 249, ONE FROM LUCY F. HINES BEARING DATE THE 3RD DAY OF NOVEMBER, 1902, AND RECORDED IN LUDLOW LAND RECORDS, BOOK 28, PAGE 409, AND THE OTHER FROM JOSEPH BURNS BEARING DATE THE 12TH DAY OF OCTOBER, 1905, AND RECORDED IN LUDLOW LAND RECORD BOOK 30, PAGE 256, TO WHICH DEEDS AND THE RECORDS THEREOF REFERENCE IS HAD FOR A MORE PARTICULAR DESCRIPTION OF THE PREMISES; AND ALSO ALL THE RIGHT, TITLE AND INTEREST IN AND TO A RESERVOIR, OR THE RIGHT TO BUILD RESERVOIR-IN THE BROOK FLOWING THROUGH THE HINES LAND SOUTH OF THE RAILROAD TRACK AND OF THE FOREGOING DESCRIBED PREMISES, ALL DESCRIBED IN A LEASE FROM THE SAID FLETCHER S. HINES TO THE SAID VERD MONT MILLS BEARING DATE THE 22ND DAY OF NOVEMBER, A. D., 1905, SUBJECT TO THE ANNUAL RENTAL THEREIN PROVIDED.

THERE IS ALSO CONVEYED SUCH BUILDINGS AND IMPROVEMENTS AS HAVE BEEN ERECTED SINCE SAID DEED OF FEBRUARY 27, 1911, TOGETHER WITH ALL MACHINERY NOW OWNED BY THE GRANTOR AND INSTALLED IN THE BUILDINGS ON SAID LAND CONVEYED. AND THERE IS CONVEYED ALL RIGHTS AND TITLE OF THE GRANTOR IN AND TO THE DAM AND FLASHBOARD RIGHTS ACROSS BLACK RIVER LOCATED ON THE FARM NOW OWNED BY WILLIAM P. BIXBY, TOGETHER WITH THE FLOWAGE RIGHTS AND CANAL RIGHTS LOADING FROM SAID DAM TO THE MILL PROPERTY HEREIN CONVEYED. MEANING TO INCLUDE ALL OF THE RIGHTS OF THE GRANTOR IN AND TO SAID DAM, FLASHBOARDS, FLOWAGE AND CANAL RIGHTS, WITHOUT ANY RESERVATION.

PARCEL NO. 2: ALSO ALL AND THE SAME DAM, FLOWAGE, FENCING AND AQUEDUCT AND OTHER RIGHTS DEEDED TO THE SAID GRANTOR BY WILLIAM P. BIXBY BY HIS DEED DATED JUNE 28, 1918 AND RECORDED IN VOL. 33, PAGE 516, OF LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

THE RIGHT TO BUILD AND MAINTAIN A DAM ON MY LAND SOUTHERLY OF SMITHVILLE, SO-CALLED, AS SURVEYED AND NOW STAKED OUT BY EDWARD H. EVANS TOGETHER WITH THE RIGHT TO FLOW MY LAND TO THE HEIGHT OF SAID PROPOSED DAM. ALSO THE RIGHT TO BUILD AND MAINTAIN A FENCE SOUTHERLY OF AND ABOVE THE DAM FOLLOWING A COURSE AS SURVEYED AND STAKED OUT ABOVE SAID DAM BY THE SAID EDWARD H. EVANS, TOGETHER WITH THE RIGHT TO KEEP SAID ENCLOSURE AND THE BANK ADJACENT TO SAID

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

PROPOSED POND FREE FROM BRUSH AND TREES.

ALSO THE RIGHT TO ENTER UPON MY SAID LAND FOR THE PURPOSE OF BUILDING AND REPAIRING SAID DAM, AND FOR THE PURPOSE OF CONSTRUCTION AND REPAIRING AN AQUEDUCT FROM SAID DAM TO THE GRANTEE'S MILL AT ANY TIME BY PAYING FOR THE DAMAGE DONE TO CROPS AND BY LEAVING THE MEADOW IN GOOD CONDITION, FOLLOWING A COURSE UNDER THE RAILROAD CULVERT AND BARWAY ON THE EAST SIDE OF THE ROAD THENCE TO THE MILL AND CROSSING THE MEADOW NEAR THE RIVER.

THE ABOVE RIGHTS ARE GRANTED UPON THE CONDITION THAT THE GRANTEE, ITS SUCCESSORS AND ASSIGNS SHALL CONTINUE SAID AQUEDUCT, USING AN INCH PIPE, TO THE CORNER OF THE FENCE NEAR THE GRANTOR'S HOUSE AND SHALL CAUSE THE WATER TO FLOW UNOBSTRUCTED THERETHROUGH FOR REASONABLE USE AT THE BUILDINGS OF THE GRANTEE AS LONG AS AID AQUEDUCT SYSTEM IS USED AND SHOULD THE GRANTEE, ITS SUCCESSORS OR ASSIGNS ABANDON OR DISCONTINUE THE FLOW OF WATER OF SAID AQUEDUCT TO THE SAID MILL AND THE SAID FENCE CORNER, THEN THIS DEED IS TO BECOME NULL AND VOID.

PARCEL NO. 3: THE ALICE BEAN LAND SO-CALLED BEING ALL AND THE SAME LAND AND PREMISES DEEDED TO THE SAID GRANTOR BY FRANK W. AGAN, BY HIS WARRANTY DEED DATED JANUARY 8, 1926 AND RECORDED IN VOL. 36, PAGE 248 OF LUDLOW LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

THE ALICE BEAN PROPERTY SO-CALLED, SITUATED IN SMITHVILLE, SO-CALLED, IN THE TOWN OF LUDLOW. IT BEING ALL AND THE SAME LAND CONVEYED TO SAID FRANK W. AGAN BY FRANK H. HOLDEN BY HIS WARRANTY DEED DATED AUGUST 11TH A.D., 1925 AND RECORDED ON PAGE 247 OF BOOK 36 OF LUDLOW LAND RECORDS. TO SAID DEED AND RECORD AND TO THE DEEDS AND RECORDS THEREIN REFERRED TO REFERENCE MAY BE HAD FOR FURTHER DESCRIPTION OF THE PREMISES.

BEING THE SAME PROPERTY THAT WAS DEEDED TO VERD MONT WOOLEN MILLS, INC., BY THE VERD MONT MILLS CO., BY ITS WARRANTY DEED DATED OCTOBER 3, 1939 AND RECORDED IN VOLUME 40, PAGES 252-253 OF LUDLOW LAND RECORDS.

BEING ALL AND THE SAME LAND AND PREMISES AS ACQUIRED BY THE GRANTOR HEREIN BY VIRTUE OF A DECREE OF FORECLOSURE IN THE CASE OF LUDLOW SAVINGS BANK AND TRUST CO. OF WILDRED GILMAN AND VERONICA GILMAN, ET AL, CHANCERY NO. 1967, SAID

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000705

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

DECREE BEING RECORDED IN VOL. PAGE OF THE LUDLOW LAND RECORDS. THE DECREE BEING DATED 9 FEBRUARY 1960.

THERE IS ALSO HEREIN CONVEYED ALL OF THE MACHINERY, EQUIPMENT AND OTHER ITEMS OF PERSONALTY NOW LOCATED AT AND ON, AND SITUATED IN, THE PREMISES HEREIN BEING CONVEYED."

FURTHER REFERENCE IS HEREBY HAD TO A DEED FROM DAKEN MILLS, INC. TO ROCHELLE REALTY, INC. DATED JULY 28, 1977 AND RECORDED IN BOOK 68, PAGES 355-356 OF THE LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320190 01
PROPERTY NAME: GALLOWHUR, TERRIS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING, IN THE COUNTY OF WINDSOR, AND STATE OF VERMONT, AND WHICH IS A 57.04% UNDIVIDED INTEREST IN AND TO THE MINERALS AND A 100% UNDIVIDED INTEREST IN AND TO THE SURFACE, DESCRIBED BELOW:

A CERTAIN PIECE OF LAND IN READING, IN THE COUNTY OF WINDSOR, AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED OR DECREED TO TERRIS D. D. GALLOWHUR BY THE FOLLOWING INSTRUMENTS:

1. DECREE IN THE ESTATE OF GEORGE GALLOWHUR TO TERRIS D. D. GALLOWHUR, DATED MARCH 1, 1978, OF RECORD IN BOOK 40, PAGE 145, READING LAND RECORDS.

2. DECREE IN THE ESTATE OF GEORGE GALLOWHUR TO TERRIS D. D. GALLOWHUR, DATED JUNE 24, 1976, OF RECORD IN BOOK 39, PAGE 364, READING LAND RECORDS.

3. QUIT-CLAIM DEED OF GEORGE GALLOWHUR TO TERRIS GALLOWHUR, DATED DECEMBER 28, 1972, OF RECORD IN BOOK 39, PAGE 51, READING LAND RECORDS.

4. QUIT-CLAIM DEED OF GEORGE GALLOWHUR TO TERRIS GALLOWHUR, DATED JANUARY 2, 1973, OF RECORD IN BOOK 39, PAGE 167, READING LAND RECORDS.

PARCEL A:

STARTING AT A POINT IN THE EASTERLY LIMITS OF VERMONT ROUTE 106, WHICH POINT IS ON THE COMMON BOUNDARY OF PROPERTY OF GALLOWHUR AND PROPERTY OF WINDSOR MINERALS (RECENTLY ACQUIRED FROM HOWE);

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE N 32 DEGREES 02' E 175.3 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO A POINT;

THENCE N 50 DEGREES 48' E 233.8 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO A POINT;

THENCE ALONG A POINT OF CURVATURE TO THE RIGHT WITH A DELTA ANGLE AT 09 DEGREES 36' A RADIUS OF 1399.7 FEET, AND CURVE LENGTH OF 234.4 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106;

THENCE N 52 DEGREES 36' E 833.0 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO A POINT;

THENCE N 39 DEGREES 40' E 448.1 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO A POINT;

THENCE N 58 DEGREES 56' W 33 FEET, MORE OR LESS ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO A POINT OF CURVATURE TO THE LEFT WITH A DELTA ANGLE OF 00 DEGREES 28' A RADIUS OF 1466.7 FEET, AND A CURVE LENGTH OF 11.9 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO AN IRON PIN WHICH IS ON THE CORNER BOUNDARY OF THE WITHIN PARCEL AND PARCEL D HEREIN;

THENCE S 66 DEGREES 03' E ALONG A STONE WALL 1407.4 FEET, MORE OR LESS, TO THE STONE WALL'S POINT OF INTERSECTION WITH ANOTHER STONE WALL;

THENCE S 17 DEGREES 51' W 1791.8 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL TO A STONE WALL CORNER;

THENCE N 65 DEGREES 56' W 860.7 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL TO AN IRON PIN;

THENCE N 67 DEGREES 06' W 800 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL TO A STONE WALL CORNER;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE N 65 DEGREES 35' 30" W 604.5 FEET, MORE OR LESS TO A PIN SET IN THE EASTERLY LIMITS OF VERMONT ROUTE 106 AND POINT OF BEGINNING.

MEANING HEREBY TO CONVEY 74.9 ACRES BE THE SAME MORE OR LESS.

PARCEL B:

STARTING AT A POINT ON THE WESTERLY SIDE OF VERMONT ROUTE 106 WHICH POINT MARKS THE WESTERLY LIMITS OF SAID HIGHWAY AND IS THE COMMON BOUNDARY OF PROPERTY OF GALLOWHUR AND PROPERTY NOW OR FORMERLY OF BOWLEY;

THENCE S 54 DEGREES 03' W 553.8 FEET, MORE OR LESS ALONG THE WESTERLY LIMITS OF SAID HIGHWAY TO A POINT;

THENCE S 39 DEGREES 43' W 381.2 FEET, MORE OR LESS, ALONG THE WESTERLY LIMITS OF SAID HIGHWAY TO A POINT.

THENCE S 41 DEGREES 30' W 229.3 FEET, MORE OR LESS, ALONG THE WESTERLY LIMITS OF SAID HIGHWAY TO A POINT;

THENCE S 43 DEGREES 54' W 193.7 FEET, MORE OR LESS, ALONG THE WESTERLY LIMITS OF SAID HIGHWAY TO A POINT;

THENCE S 60 DEGREES 07' W 145.7 FEET, MORE OR LESS, PASSING THROUGH A 24 INCH MAPLE, ALONG THE WESTERLY LIMITS OF SAID HIGHWAY TO A POINT;

THENCE N 71 DEGREES 51' W 117.6 FEET, MORE OR LESS, FOLLOWING ALONG A WIRE FENCE TO A POINT;

THENCE N 51 DEGREES 50' W 333.4 FEET, MORE OR LESS, FOLLOWING ALONG A WIRE FENCE TO A POINT OF INTERSECTION OF SAID FENCE WITH A STONE WALL;

THENCE N 41 DEGREES 44' E 517.9 FEET, MORE OR LESS, ALONG A STONE WALL TO A POINT;

THENCE N 17 DEGREES 35' E 805.5 FEET, MORE OR LESS, ALONG A STONE WALL AND WIRE FENCE TO A FENCE CORNER MARKED BY A 24 INCH YELLOW BIRCH;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE S 66 DEGREES 05' E 973.7 FEET, MORE OR LESS, ALONG A WIRE FENCE TO AN IRON PIN SET IN THE GROUND IN THE WESTERLY LIMITS OF VERMONT ROUTE 106 AND POINT OF BEGINNING.

MEANING HEREBY TO CONVEY 19.5 ACRES, BE THE SAME MORE OR LESS.

PARCEL C:

STARTING AT A BOUNDARY MARKER SET IN THE WESTERLY LIMITS OF VERMONT ROUTE 106 WHICH BOUNDARY MARKER IS ON THE BOUNDARY OF PROPERTY OF GALLOWHUR AND PROPERTY NOW OR FORMERLY OWNED BY COOKE;

THENCE S 03 DEGREES 08' E 1660.1 FEET, MORE OR LESS, ALONG THE WESTERLY LIMITS OF VERMONT ROUTE 106 TO A POINT;

THENCE FOLLOWING A CURVATURE IN SAID WESTERLY LIMITS OF SAID HIGHWAY TO THE RIGHT WITH A DELTA ANGLE OF 21 DEGREES 26' A CURVE RADIUS OF 1383.0 FEET, AND A CURVE LENGTH OF 517.4 FEET, MORE OR LESS, TO A POINT NEAR A STONE WALL;

THENCE N 65 DEGREES 30' W 178.1 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL TO A POINT;

THENCE N 74 DEGREES 40' W 274.9 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL AND WIRE FENCE TO A POINT;

THENCE N 55 DEGREES 07' W 191.6 FEET, MORE OR LESS, PARTIALLY ALONG A WIRE FENCE TO A POINT;

THENCE N 66 DEGREES 38' W 350 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL TO A POINT;

THENCE N 50 DEGREES 25' W 258.1 FEET, MORE OR LESS, ALONG A STONE WALL TO A POINT;

THENCE N 05 DEGREES 10' E 56.9 FEET, MORE OR LESS, ALONG A STONE WALL TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000710

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE N 72 DEGREES 07' E 187.8 FEET, MORE OR LESS, ALONG A STONE WALL TO A POINT;

THENCE N 48 DEGREES 48' E 336.8 FEET, MORE OR LESS, ALONG A STONE WALL TO A CORNER IN THE STONE WALL;

THENCE N 66 DEGREES 05' W 317.8 FEET, MORE OR LESS, ALONG A STONE WALL TO A POINT;

THENCE N 17 DEGREES 07' E 1280.7 FEET, MORE OR LESS ALONG A STONE WALL, WIRE FENCE, AND STONE WALL AND IN A STRAIGHT LINE TO A POINT;

THENCE S 81 DEGREES 23' E 399.9 FEET, MORE OR LESS, ALONG A STONE WALL AND WIRE FENCE TO A BOUNDARY MARKER AND POINT OF BEGINNING.

MEANING HEREBY TO CONVEY 39.8 ACRES BE THE SAME MORE OR LESS.

PARCEL D:

STARTING AT A POINT IN THE EASTERLY LIMITS OF VERMONT ROUTE 106 WHICH POINT IS APPROXIMATELY 2226.1 FEET, MORE OR LESS, SOUTHERLY ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106, FROM THE STONE WALL MARKING THE BOUNDARY OF PROPERTY NOW OR FOMERLY OWNED BY COOKE AND PROPERTY OF THE GRANTOR HEREIN;

THENCE N 88 DEGREES 47' E 671.4 FEET, MORE OR LESS, TO AN IRON PIN;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY SIDE OF A PRIVATE DRIVE LEADING TO THE MAIN HOUSE OF READING FARMS, 1080.1 FEET, MORE OR LESS, TO AN IRON PIN (SAID LINE IS APPROXIMATELY 33 FEET FROM THE CENTERLINE OF SAID PRIVATE DRIVE) AND THE TIE LINE OF THE LAST COURSE IS S 15 DEGREES 15' E 1074.5 FEET, MORE OR LESS;

THENCE S 48 DEGREES 46' W 598.6 FEET, MORE OR LESS TO AN IRON PIN SET IN A STONE WALL;

THENCE N 66 DEGREES 03' W 755 FEET, MORE OR LESS, ALONG A STONE WALL TO AN IRON PIN SET IN THE EASTERLY LIMITS OF VERMONT ROUTE 106;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

FEE PROPERTY

THENCE ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 FOLLOWING A POINT OF CURVATURE TO THE LEFT; SAID CURVE HAVING A DELTA ANGLE OF 33 DEGREES 45' 30" A RADIUS OF 1466.7 FEET AND A CURVE LENGTH OF 864.2 FEET, MORE OR LESS;

THENCE N 03 DEGREES 10' W 283.5 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106 TO AN IRON PIN AND POINT OF BEGINNING.

MEANING HEREBY TO CONVEY 25 ACRES, BE THE SAME MORE OR LESS.

PARCEL E:

STARTING AT A POINT IN THE EASTERLY LIMITS OF VERMONT ROUTE 106 WHICH POINT IS ALSO THE COMMON BOUNDARY WITH PROPERTY NOW OR FORMERLY OWNED BY CADY;

THENCE N 11 DEGREES E 23 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF VERMONT ROUTE 106, TO A BOUNDARY POINT;

THENCE S 73 DEGREES 20' E 52.1 FEET, MORE OR LESS TO A BOUNDARY POINT;

THENCE N 03 DEGREES 18' W 139.9 FEET, MORE OR LESS TO A STONE WALL;

THENCE S 82 DEGREES 23' 30" E 728.3 FEET, MORE OR LESS, ALONG A STONE WALL TO A POINT IN A STONE WALL;

THENCE S 19 DEGREES 16' W 162.3 FEET, MORE OR LESS, TO AN IRON PIN;

THENCE S 67 DEGREES 14' E 735.3 FEET, MORE OR LESS, TO AN IRON PIN;

THENCE S 23 DEGREES 51' W 334.1 FEET, MORE OR LESS TO A STONE WALL;

THENCE IN A WESTERLY DIRECTION ALONG A STONE WALL TO ITS POINT OF INTERSECTION WITH ANOTHER STONE WALL (THE TIE LINE FOR THE LAST COURSE IS N 67 DEGREES 34' W 247.6 FEET, MORE OR LESS);

THENCE N 67 DEGREES 43' W 1035.0 FEET, MORE OR LESS IN A STRAIGHT LINE ALONG A STONE WALL, WIRE FENCE AND STONE WALL TO THE CENTERLINE OF A BROOK (MILL BROOK, SO-CALLED);

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000712

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE IN A NORTHWESTERLY DIRECTION UP SAID BROOK'S CENTERLINE TO A POINT IN SAID BROOK'S CENTERLINE (THE TIE LINE FOR THE LAST COURSE IS N 12 DEGREES 08' W 201.9 FEET, MORE OR LESS);

THENCE N 74 DEGREES 03' W 29.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

MEANING HEREBY TO CONVEY 11.9 ACRES, BE THE SAME MORE OR LESS.

BEING LOTS A (74.9 ACRES), B (19.5 ACRES), C (39.8 ACRES), D (25 ACRES) AND E (11.9 ACRES), AS SHOWN ON A SURVEY MAP ENTITLED "PARCEL OF LAND IN READING AND WEST WINDSOR, WINDSOR COUNTY, VERMONT, BELONGING TO TERRIS D. GALLOWHUR, BY BRUNO ASSOCIATES, WOODSTOCK, VERMONT, SEPTEMBER, 1980.:

EXCEPTING AND RESERVING:

FROM THE WITHIN LAND AND PREMISES THE OWNERSHIP OF MINERALS AND THE RIGHT TO RECEIVE ROYALTIES AS PROVIDED IN THE FOLLOWING AGREEMENTS AS AMENDED AND AS THEY MAY BE FURTHER AMENDED OR EXTENDED FROM TO TIME TIME. THE POSSESSION BY WINDSOR MINERALS OF ALL MINERAL RIGHTS ON THE HOWE, JR. LOT (LOT A) AND ITS RIGHTS TO MINE TALCOSE MINERALS FROM THE LOTS SOLD HEREIN IS RECOGNIZED.

1. AGREEMENT BETWEEN GEORGE GALLOWHUR AND EASTERN MAGNESIA TALC CO., DATED AUGUST 3, 1961.

2. SUPPLEMENTAL AGREEMENT BETWEEN GEORGE GALLOWHUR AND EASTERN MAGNESIA TALC CO., DATED JUNE 1, 1962.

3. NOTICE OF LEASE DATED JUNE 3 AND 30TH, 1964, RECORDED IN BOOK 37, PAGES 161 AND 162, READING LAND RECORDS.

4. RIGHTS RETAINED BY GEORGE GALLOWHUR IN HIS CONVEYANCE TO EASTERN MAGNESIA TALC CO., INC., DATED AUGUST 11, 1961.

5. AGREEMENT BETWEEN TERRIS GALLOWHUR AND D.P.S. PAUL, CO EXECUTORS OF THE ESTATE OF GEORGE GALLOWHUR, DATED OCTOBER 4, 1977.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

6. AGREEMENT BETWEEN TERRIS GALLOWHUR AND WINDSOR MINERALS, INC., DATED SEPTEMBER 12, 1980, AND WHICH AGREEMENT HAS A "NOTICE OF AGREEMENT" ABOUT TO BE FILED IN THE READING AND WEST WINDSOR LAND RECORDS.

EXCEPTING AND RESERVING TO THE WITHIN GRANTOR, HIS HEIRS AND ASSIGNS, THE WATER SOURCE AND ITS CONVEYANCE, WHICH IS PRESENTLY USED TO PROVIDE WATER TO THE POND AT THE GRANTOR'S HOUSE, FOR SO LONG AS IT IS USED FOR THAT PURPOSE.

THE FOLLOWING COVENANTS SHALL RUN WITH THE LAND:

1. THE WITHIN GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGREE THAT LOT D (25 ACRES) OF THE WITHIN LAND AND PREMISES SHALL BE SUBJECT TO THE COVENANT THAT THE GRANTEE WILL MAINTAIN A DOUBLE ROW OF EVERGREEN TREES ON OR NEAR THE NORTH LINE OF THE LOT.

2. THE WITHIN GRANTEE AGREES THAT DURING THE TIME OF ITS POSSESSION, IT WILL BUILD NO STRUCTURES ON THE PROPERTIES HEREIN CONVEYED WHICH ARE NOT RELATED TO THE GRANTEE'S MINING OCCUPANCY OF THE LAND.

3. THE WITHIN GRANTEE GRANTS TO THE WITHIN GRANTOR A RIGHT OF FIRST REFUSAL TO REPURCHASE FROM THE GRANTEE THE PROPERTY CONVEYED HEREIN OR SUCH RIGHTS OR INTEREST THEREIN, AS THE GRANTEE, AT ANY TIME DURING THE TERM OF AN AGREEMENT BETWEEN THE PARTIES DATED SEPTEMBER 12, 1980, SHALL PROPOSE TO SELL OR OTHERWISE DISPOSE OF, PURSUANT TO ANY BONA FIDE OFFER OR PROPOSAL OF SALE OR OTHER DISPOSITION, WHICH THE WITHIN GRANTEE INTENDS TO ACCEPT, UPON THE SAME TERMS AND CONDITIONS WHICH WITHIN GRANTEE INTENDS TO ACCEPT. THE WITHIN GRANTEE AGREES THAT IT SHALL IMMEDIATELY NOTIFY THE WITHIN GRANTOR AT HIS LAST KNOWN ADDRESS IN WRITING OF ANY SUCH OFFER WHICH IT INTENDS TO ACCEPT AND SHALL INDICATE ALL PERTINENT DETAILS OF SUCH PROPOSED SALE OR DISPOSITION, INCLUDING AND NOT LIMITED TO THE PRICE TO BE RECEIVED THEREFORE AND THE TERMS AND CONDITIONS THEREOF. IF, WITHIN NINETY (90) DAYS AFTER THE DATE OF SUCH NOTICE, THE WITHIN GRANTOR SHOULD ELECT TO EXERCISE HIS RIGHT OF FIRST REFUSAL, THE WITHIN GRANTOR SHALL NOTIFY THE WITHIN GRANTEE, PURSUANT TO THE TERMS AND CONDITIONS OF SUCH PROPOSED SALE OR OTHER DISPOSITION AND THE WITHIN GRANTEE SHALL DULY MAKE, EXECUTE AND DELIVER TO THE WITHIN GRANTEE A DEED WITH TITLE TO SAID PROPERTY TO BE VESTED IN THE WITHIN GRANTEE OR HIS NOMINEE, AND SIMULTANEOUS WITH THE DELIVERY OF SAID DEED, THE WITHIN GRANTOR SHALL PROVIDE SUCH CONSIDERATION AND PAYMENT AS

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SET FORTH IN THE TERMS OF THE SAID PROPOSED SALE OR OTHER DISPOSITION ACCEPTED BY IT. IF THE WITHIN GRANTOR SHALL NOT EXERCISE HIS RIGHT OF FIRST REFUSAL WITHIN THE TIME AND IN THE MANNER HEREIN SET FORTH, HIS RIGHT TO DO SO SHALL TERMINATE WITH REGARD TO THAT PARTICULAR PROPOSED SALE OR OTHER DISPOSITION, THE WITHIN GRANTEE SHALL BE ENTITLED TO SELL ITS PROPERTY OR SUCH RIGHTS OR INTERESTS THEREIN. NOTICE OF ANY OTHER OR SUBSEQUENT BONA FIDE OFFERS ACCEPTABLE TO THE WITHIN GRANTEE, INCLUDING ANY OFFERS PREVIOUSLY REJECTED BY THE WITHIN GRANTEE SHALL BE GIVEN TO THE WITHIN GRANTOR UPON THE SAME TERMS AND CONDITIONS FOR ACCEPTANCE OR REJECTION AS HEREINABOVE PROVIDED.

SUBJECT TO THE FOLLOWING MORTGAGES, EXCLUSIONS AND EASEMENTS PER REAL ESTATE TITLE CERTIFICATE, DATED SEPTEMBER 25, 1980:

1. MORTGAGE DEED TO SMALL BUSINESS ADMINISTRATION, RECORDED IN BOOK 39, PAGE 161.

2. LANDS AND RIGHTS TAKEN BY THE STATE OF VERMONT FOR HIGHWAY PURPOSES, RECORDED IN BOOK 36, PAGE 142.

3. AGREEMENT AND NOTICE OF LEASE TO EASTERN MAGNESIA TALC, RECORDED IN BOOK 37, PAGE 161.

4. RIGHT TO USE TRAILS FOR HORSEBACK RIDING TO SELECTMEN OF READING, RECORDED IN BOOK 39, PAGE 81.

5. DEED TO VERMONT MINERAL PRODUCTS, INC., INCLUDING LAND AND RIGHTS TO A TALC MILL, RECORDED IN BOOK 32, PAGE 118.

6. POLE LINE RIGHTS TO THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION, RECORDED IN BOOK 34, PAGE 51; BOOK 34, PAGE 103, BOOK 35, PAGE 300; BOOK 36, PAGE 163; BOOK 36, PAGE 216; AND BOOK 36, PAGE 161.

7. POLE LINE RIGHT DEEDED BY GAY AND JENNE TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION DATED SEPTEMBER 9, 1947, OF RECORD IN THE READING LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000715

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320190 02
PROPERTY NAME: GALLOWHUR, TERRIS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING, IN THE COUNTY OF WINDSOR, AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING A PORTION OF THE LAND AND PREMISES CONVEYED OR DECREED TO TERRIS D. D. GALLOWHUR BY THE FOLLOWING INSTRUMENTS:

1. DECREE IN THE ESTATE OF GEORGE GALLOWHUR TO TERRIS D. D. GALLOWHUR, DATED MARCH 1, 1978, OF RECORD IN BOOK 40, PAGE 145, READING LAND RECORDS.

2. DECREE IN THE ESTATE OF GEORGE GALLOWHUR, TO TERRIS D. D. GALLOWHUR, DATED JUNE 24, 1976, OF RECORD IN BOOK 39, PAGE 364, READING LAND RECORDS.

3. QUIT-CLAIM DEED OF GEORGE GALLOWHUR TO TERRIS GALLOWHUR, DATED DECEMBER 28, 1972 OF RECORD IN BOOK 39, PAGE 51, READING LAND RECORDS.

4. QUIT-CLAIM DEED OF GEORGE GALLOWHUR TO TERRIS GALLOWHUR, DATED JANUARY 2, 1973, OF RECORD IN BOOK 39, PAGE 167, READING LAND RECORDS.

(ORPHAN LAND)

STARING AT A CORNER IN A STONE WALL WHICH CORNER IS THE COMMON BOUNDARY OF PROPERTY OF WINDSOR MINERALS (RECENTLY ACQUIRED FROM HOWE) AND THE SO-CALLED HOWE, JR. PROPERTY (THE SURFACE RIGHTS OF WHICH ARE PRESENTLY OWNED BY GALLOWHUR) AND THE PROPERTY TO BE CONVEYED HEREIN, SAID POINT BEARS S 65 DEGREES 35' 30" E 604.4 FEET, MORE OR LESS, FROM THE EDGE OF VERMONT ROUTE 106 ALONG THE HOWE, JR. (GALLOWHUR)/WINDSOR MINERALS PROPERTY LINE;

THENCE S 67 DEGREES 06' E 800 FEET, MORE OR LESS, TO AN IRON PIN;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000716

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE N 67 DEGREES 14' W 735.3 FEET, MORE OR LESS, TO AN IRON PIN;

THENCE N 19 DEGREES 16' E 810 FEET, MORE OR LESS, PARTIALLY ALONG A STONE WALL TO THE POINT OF BEGINNING.

MEANING HEREBY TO CONVEY 14.2 ACRES, BE THE SAME MORE OR LESS.

FOR AID IN DESCRIPTION SEE SURVEY MAP ENTITLED "BOUNDARY SURVEY FOR WINDSOR MINERALS, INC., IN READING, WINDSOR COUNTY, WINDSOR, VERMONT" DATED SEPTEMBER 1980 BY BRUNO ASSOCIATES. SCALE 1" = 300'.

EXCEPTING AND RESERVING FROM THE ABOVE CONVEYANCE TO THE WITHIN GRANTOR, HIS HEIRS AND ASSIGNS, ANY AND ALL SUCH ROYALTY AGREEMENT RIGHTS AS ARE PRESENTLY IN EXISTENCE AND WHICH ARE MORE PARTICULARLY DESCRIBED IN AN AGREEMENT BETWEEN WINDSOR MINERALS, INC. AND TERRIS GALLOWHUR, DATED SEPTEMBER 12, 1980, AND THE OPERATIVE PORTIONS OF AGREEMENTS REFERENCED THEREIN.

THE FOLLOWING COVENANTS RUNNING WITH THE LAND:

1. THE WITHIN GRANTEE, ITS SUCCESSORS AND ASSIGNES AGREE THAT, IF AT ANY TIME DURING THE TERM OF AN AGREEMENT BETWEEN THE GRANTOR AND GRANTEE, DATED SEPTEMBER 12, 1980 AS EXTENDED, THE GRANTEE DESIRES TO SELL THE PROPERTY CONVEYED HEREIN OR ANY PORTION THEREOF, THE GRANTEE WILL PROVIDE THE GRANTOR WITH NINETY (90) DAYS TO MATCH THE TERMS AND CONDITIONS OF ANY BONA FIDE OFFER WHICH THE GRANTEE INTENDS TO ACCEPT.

2. THE WITHIN GRANTEE AGREES THAT IN THE TIME OF ITS POSSESSION, THE GRANTEE WILL BUILD NO STRUCTURES ON THE PROPERTY CONVEYED HEREIN WHICH ARE NOT RELATED TO THE GRANTEE'S MINING OCCUPANCY OF THE LAND.

REFER TO ABOVE DEEDS, RECORDS THEREOF AND REFERENCES THEREIN FOR PARTICULARS OF DESCRIPTION.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320191
PROPERTY NAME: HOWE, SHERMAN M.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO THE GRANTORS HEREIN BY WARRANTY DEED OF EDYTHE HOWE DATED JANUARY 15, 1979 AND RECORDED JANUARY 16, 1979 IN BOOK 40 AT PAGE 302 OF THE READING LAND RECORDS WHEREIN SAID LANDS AND PREMISES WERE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED BY THE GRANTEES HEREIN TO EDYTHE HOWE AND SHERMAN M. HOWE, SR. BY DEED DATED APRIL 28, 1961 AND RECORDED JUNE 13, 1961 IN BOOK 35 AT PAGE 256 OF THE READING LAND RECORDS WHEREIN SAID LANDS AND PREMISES WERE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PIECE OF LAND COMPRISING ABOUT 2 ACRES, BE THE SAME MORE OR LESS AND IT BEGINS IN THE CENTER OF THE HIGHWAY LEADING FROM THE VILLAGE OF "HAMMONDSVILLE" SO-CALLED TO THE RESIDENCE NOW OR FORMERLY OF HELEN S. PLIMPTON, FORMERLY OWNED BY WM. W. KEYES AND AT THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OWNED BY JAMES D. AND ELINOR STOCKER, ALSO FORMERLY OWNED BY SAID KEYES;

THENCE SOUTHERLY THEN EASTERLY ON SAID HIGHWAY FOLLOWING THE HIGHWAY ON THE NORTH OF A TRIANGULAR COMMON IN SAID VILLAGE TO THE CENTER OF THE STATE HIGHWAY LEADING TO WOODSTOCK;

THENCE NORTHERLY A SHORT DISTANCE ON SAID STATE HIGHWAY TO A POINT OPPOSITE AN IRON PIN DRIVEN INTO THE GROUND ON THE WEST SIDE OF THE SAID

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

STATE HIGHWAY, (BEING ABOUT 22 RODS ON SAID STATE HIGHWAY);

THENCE IN A STRAIGHT LINE TO LAND OF SAID STOCKERS WHICH IS ALSO MARKED BY AN IRON IN IN A STONE WALL;

THENCE SOUTHERLY AND WESTERLY ON SAID STOCKER'S LINE, BEING A STONE WALL, TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE DESCRIBED PIECE OF LAND IS THE SOUTHWEST CORNER OF THE FARM CONVEYED TO THE SAID SHERMAN M. HOWE, SR. AND EDYTHE HOWE BY THE VERMONT MINERAL PRODUCTS, INC. BY ITS DEED DATED OCTOBER 4, 1945 AND RECORDED IN BOOK 32, PAGES 438-439 OF THE READING LAND RECORDS, TO WHICH DEED AND THE DEEDS AND RECORDS THEREIN CONTAINED REFERENCE IS HEREBY HAD FOR FURTHER PARTICULARS OF DESCRIPTION.

REFERENCE IS ALSO MADE TO A CERTAIN SURVEY DRAWN BY BRUNO ASSOCIATES OF WOODSTOCK, VERMONT ENTITLED "BOUNDARY SURVEY IN READING, WINDSOR COUNTY, VERMONT FOR E. AND E. HEIFFEL" DATED JUNE 15, 1982 AND WHICH SURVEY SHOWS AN AREA OF 2.2 ACRES, MORE OR LESS.

SUBJECT TO:

(1) RESERVATIONS AS TO MINING RIGHTS AND BUILDINGS RESERVED BY VERMONT MINERAL PRODUCTS, INC. IN WARRANTY DEED TO SHERMAN M. HOWE AND EDITH M. HOWE DATED OCTOBER 4, 1945 AND RECORDED IN BOOK 32, PAGE 438, OF READING LAND RECORDS.

(2) RIGHTS OF GEORGE GALLOWHUR IN AND TO THE PROPERTY PURSUANT TO AN AGREEMENT BETWEEN GEORGE GALLOWHUR AND EASTERN MAGNESIA TALC CO., INC., DATED AUGUST 3, 1961. NOT RECORDED.

(3) RIGHT-OF-WAY CONVEYED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION POWER LINE, INCLUDING TRIMMING RIGHTS WITHIN 25 FEET OF EACH SIDE OF THE LINE AND NO BUILDING WITHIN TEN FEET OF THE LINE, RECORDED IN BOOK 36, PAGES, 216 TO 218, READING LAND RECORDS.

(4) EASEMENT TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION, INCLUDING TRIMMING RIGHTS 25 FEET EACH SIDE OF THE LINE AND NO BUILDINGS WITHIN TEN FEET OF THE LINE, RECORDED IN BOOK 56, PAGE 161, READING LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(5) WARRANTY DEED OF EASEMENT TO STATE OF VERMONT FOR HIGHWAY PURPOSES, RECORDED IN BOOK 36, PAGES 202 TO 204, READING LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320194
PROPERTY NAME: HOWE, GEORGE F.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING IN THE COUNTY OF WINDSOR AND STATE OF VERMONT.

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO THE GRANTOR HEREIN BY QUIT CLAIM DEED OF L. JOY E. HOWE DATED SEPTEMBER 16, 1978 AND RECORDED IN BOOK 40 AT PAGE 231 OF THE READING LAND RECORDS WHICH LANDS AND PREMISES ARE ALSO DESCRIBED AS ALL AND THE SAME LANDS AND PREMISES FORMERLY CONVEYED TO GEORGE F. HOWE AND L. JOY E. HOWE, AS HUSBAND AND WIFE BY WARRANTY DEED OF EDYTHE M. HOWE DATED SEPTEMBER 11, 1973 AND RECORDED IN BOOK 39 AT PAGE 144 OF THE READING LAND RECORDS WHEREIN SAID LANDS AND PREMISES WERE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS AND PREMISES CONVEYED TO SHERMAN M. HOWE (NOW DECEASED) AND EDYTHE M. HOWE BY QUIT CLAIM DEED OF LETTIE C. GARDNER DATED MARCH 27,1939 AND RECORDED MARCH 27, 1939 IN BOOK 32 AT PAGE 273 OF THE READING LAND RECORDS. THE PARCEL HEREIN CONVEYED IS MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE MIDDLE OF A BROOK SAID POINT BEING A DIRECT WESTERLY EXTENSION OF A STONE WALL AND LYING DIRECTLY SOUTHERLY OF THE OFFICE NOW OCCUPIED BY SHERMAN HOWE ASSOCIATES, ON ROUTE #106;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE PROCEEDING IN A NORTHERLY DIRECTION ALONG THE MIDDLE OF SAID BROOK 330 FEET, MORE OR LESS, TO THE NORTHERLY SIDE OF A BRIDGE;

THENCE PROCEEDING IN A NORTHERLY DIRECTION ALONG THE EASTERLY EDGE OF THE RIGHT OF WAY OF ROUTE #106 630 FEET, MORE OR LESS, TO A POINT;

THENCE PROCEEDING NORTH 81 DEGREES EAST 610 FEET, MORE OR LESS, IN AN EASTERLY DIRECTION PARTIALLY ALONG A STONE WALL TO A JUNCTION OF THE STONE WALLS;

THENCE PROCEEDING SOUTH 8 DEGREES WEST APPROXIMATELY, A DISTANCE OF 653 FEET, MORE OR LESS, ALONG A STONE WALL TO A SECOND JUNCTION OF STONE WALLS;

THENCE PROCEEDING SOUTH 85 DEGREES WEST, APPROXIMATELY, A DISTANCE OF 730 FEET FEET, MORE OR LESS ALONG A STONE WALL TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL TO CONTAIN 12.3 ACRES, MORE OR LESS. REFERENCE IS MADE TO A CERTAIN SURVEY DRAWING OF SAID PROPERTY MADE BY GEORGE F. HOWE AND DATED AUGUST 3, 1973.

THIS CONVEYANCE IS SUBJECT TO CERTAIN MINERAL RIGHTS GRANTED TO THE VERMONT MINERAL PRODUCTS, INC. BY SHERMAN M. HOWE AND EDYTHE M. HOWE BY VIRTUE OF A CERTAIN WARRANTY DEED DATED OCTOBER 3, 1945 AND RECORDED OCTOBER 5, 1945 IN BOOK 32 AT PAGES 436 AND 437 OF THE READING LAND RECORDS. IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE GRANTOR AND THE GRANTEES THAT ANY MONEYS OR BENEFITS DERIVED FROM SAID MINERAL RIGHTS ARE TO ACCRUE TO AND BE PAID OVER BY THE GRANTEES UNTO THE GRANTOR DURING THE GRANTOR'S LIFETIME.

SUBJECT TO:

(1) RIGHTS OF GEORGE GALLOWHUR IN AND TO THE PROPERTY PURSUANT TO AN AGREEMENT BETWEEN GEORGE GALLOWHUR AND EASTERN MAGNESIA TALC CO., INC. DATED AUGUST 3, 1961 AND NOT OF RECORD IN READING.

(2) MINERAL RIGHTS AND RIGHTS-OF-WAY APPURTENANT THERETO CONVEYED TO VERMONT MINERAL PRODUCTS, INC. BY WARRANTY DEED OF SHERMAN M. HOWE AND EDITH M. HOWE DATED OCTOBER 3, 1945 AND RECORDED IN BOOK 32, PAGE 436, OF READING LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000722

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(3) WARRANTY DEED OF EDYTHE M. HOWE TO H&H, INC. DATED JUNE 20, 1978, OF RECORD IN BOOK 40, PAGE 182, REFERS TO A RIGHT-OF-WAY TO THE GEORGE F. AND JOY E. HOWE PARCEL. THE RECORDS REVEAL NO SUCH RIGHT-OF-WAY ALTHOUGH A SURVEY OR INSPECTION MAY REVEAL SAME.

(4) LAND CONVEYED BY SHERMAN AND EDYTHE HOWE TO THE STATE OF VERMONT BY WARRANTY DEED DATED SEPTEMBER 30, 1955, OF RECORD IN BOOK 36, PAGE 197, READING LAND RECORDS FOR HIGHWAY PURPOSES.

(5) EASEMENTS GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH CO. BY EASEMENT DEED OF EDYTHE HOWE DATED MAY 8, 1967 AND RECORDED IN BOOK 34, PAGE 202, OF READING LAND RECORDS.

(6) EASEMENTS GRANTED TO THE STATE OF VERMONT BY WARRANTY DEED OF SHERMAN M. HOWE AND EDYTHE M. HOWE DATED SEPTEMBER 30, 1955 AND RECORDED IN BOOK 36, PAGE 197, OF READING LAND RECORDS.

(7) SUBJECT TO PRODUCTION ROYALTY AS DEFINED IN WARRANTY DEED DATED NOVEMBER 20, 1978 BETWEEN GEORGE F. HOWE, GRANTOR, AND WINDSOR MINERALS, INC., GRANTEE, RECORDED IN BOOK 40, PAGE 266.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320195
PROPERTY NAME: JESANIS, DOUGLAS R.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN CHESTER IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING ALL AND THE SAME LAND AND PREMISES CONVEYED TO THE GRANTORS HEREIN, DOUGLAS R. JESANIS AND GIL F. VERRILLO, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, BY J. RICHARD MALEY AND WINIFRED R. MALEY, HUSBAND AND WIFE, AND DONALD M. BACON AND IRENE S. BACON, HUSBAND AND WIFE, BY WARRANTY DEED DATED MAY 1966 AND RECORDED IN BOOK 41, PAGE 604 OF THE CHESTER LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

BEING ALL AND THE SAME PREMISES CONVEYED TO THE WITHIN GRANTORS BY WILLIAM M. ORCUTT AND MARJORIE A. ORCUTT, HUSBAND AND WIFE, AND JANET D. ALEXANDER AND JEAN M. ALEXANDER BY DEED DATED FEBRUARY 11, 1965 AND RECORDED IN BOOK 41, PAGE 299 OF THE CHESTER LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

BEING ALL AND THE SAME PREMISES CONVEYED TO THE WITHIN GRANTORS BY CRAIG REID BY DEED DATED MARCH 19, 1964, RECORDED IN BOOK 41, PAGE 33 OF THE CHESTER LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL ABOVE CONVEYED;

THENCE SOUTHERLY 25 RODS ALONG A LINE, WHICH IS A PROLONGATION OF THE WESTERLY BOUNDARY OF THE PARCEL ABOVE CONVEYED, TO A POINT FOR A CORNER MARKED BY A LARGEMARKED MAPLE AND AN OLD MARKED ASH TREE;

THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY OF THE PARCEL ABOVE CONVEYED 29.2 RODS TO A STAKE AND STONES IN A SMALL BROOK;

THENCE NORTHERLY ALONG THE COURSE OF SAID BROOK 25 RODS TO THE SOUTH LINE OF THE PARCEL ABOVE CONVEYED AT A POINT WHERE SAID BROOK INTERSECTS THE SOUTH BOUNDARY OF THE PARCEL ABOVE CONVEYED;

THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF THE PARCEL ABOVE CONVEYED 29.2 RODS TO THE PLACE OF BEGINNING.

PARCEL NO. 2:

BEING ALL AND THE SAME PREMISES CONVEYED TO THE WITHIN GRANTORS BY STEVENS A AND THOMPSON PAPER CO., INC. BY DEED DATED MARCH 13, 1964, RECORDED IN BOOK 41, PAGE 34 OF THE CHESTER LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL HEREIN CONVEYED AT A STAKE AND STONES IN THE WEST LINE OF THE GEORGE HOLDEN FARM, SO-CALLED;

THENCE NORTH 74 DEGREES WEST 128.2 RODS TO THE LUDLOW AND CHESTER TOWN LINE;

THENCE NORTH 16 DEGREES EAST 73.6 RODS ALONG THE COURSE OF A STONE WALL;

THENCE SOUTH 74 DEGREES EAST 128.2 RODS TO A POINT AT OR NEAR THE NORTHWEST CORNER OF THE HOLDEN FARM, SO-CALLED, AND BEING THE NORTHEAST CORNER OF THE PARCEL HEREIN CONVEYED;

THENCE SOUTH 16 DEGREES WEST ALONG THE WESTERLY BOUNDARY OF THE GEORGE HOLDEN FARM TO THE PLACE OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000725

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

FURTHER INCLUDING ANOTHER PARCEL OF LAND CONVEYED TO THE WITHIN GRANTORS BY WILLIAM M. ORCUTT BY DEED DATED FEBRUARY 9, 1965 AND RECORDED IN BOOK 41, PAGE 298 OF THE CHESTER LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

BEING ALL AND THE SAME PREMISES CONVEYED TO THE WITHIN GRANTOR BY RUBY M. ORCUTT, BY DEED DATED OCTOBER 20, 1964, RECORDED IN BOOK 41, PAGE 238 OF THE CHESTER LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SAME PREMISES THAT I, RUBY M. ORCUTT, PURCHASED FROM GARDNER PERRY IN 1962 (BOOK 40 PAGE 273) CONSISTING OF ALL THE PERRY LAND STILL IN MY NAME, I.E., THAT PART OF THE LAND LYING NORTH OF THE HIGHWAY KNOWN AS SMOKESHIRE ROAD AND INCLUDING A SMALL PIECE OF LAND LYING SOUTH OF SAID HIGHWAY DESCRIBED AS FOLLOWS:

BOUNDED EASTERLY BY LAND OF HAMBURGER FROM SMOKESHIRE ROAD TO THE SOUTH BANK OF THE NORTH BRANCH OF THE WILLIAMS RIVER;

THENCE TURNING AND RUNNING WESTERLY ALONG THE SOUTH BANK OF THE WILLIAMS RIVER A DISTANCE OF SEVENTY-FIVE (75 FT) TO A CORNER;

THENCE TURNING AND RUNNING NORTH ACROSS SAID RIVER TO THE SOUTH SIDE OF SMOKESHIRE ROAD.

IN THE AFORESAID DEED THE WITHIN GRANTED PREMISES WERE DESCRIBED AS CONTAINING ABOUT 25 ACRES, BE THE SAME MORE OR LESS. THE GRANTOR HEREIN CONVEYS SAID PARCEL AS CONTAINING 30 ACRES OF LAND, BE THE SAME MORE OR LESS.

SUBJECT TO:

(1) EASEMENT TO VERMONT ELECTRIC POWER COMPANY, INC., DATED MARCH 5, 1976, BEING THAT PORTION OF LANDS OF WINDSOR MINERALS INC. AS SHOWN ON PRINT ENTITLED, "PROPOSED RIGHT-OF-WAY ACROSS LANDS OF WINDSOR MINERALS, INC. IN THE TOWN OF CHESTER, VERMONT" DATED 03/01/1976, A PRINT OF WHICH IS ON FILE AT BOTH THE GRANTEE'S OFFICE IN RUTLAND, VERMONT AND THE GRANTOR'S OFFICE IN WINDSOR, VERMONT. NO RECORDING INFORMATION.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

30, PAGE 591 OF CHESTER LAND RECORDS.

THERE IS ALSO CONVEYED TO THE HEREIN GRANTEE, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE IN COMMON WITH THE HEREIN GRANTORS, THEIR HEIRS AND ASSIGNS, RIGHTS OF WAY AS SET FORTH IN TWO DEEDS FROM EDWARD A. PLUMLEY AND WINFIELD D. SARGENT TO LESTER E. GILCHRIS OF THE HOLDEN FARM (SEE SKETCH) DATED 1945, RECORDED IN VOL. 34, OF CHESTER LAND RECORDS, AND DESCRIBED AS FOLLOWS:

THE SAID PREMISES ARE DEEDED SUBJECT TO OUTSTANDING RIGHTS OF WAY FROM THE PROPERTIES LYING NORTH OF THE SAME, AND SAID RIGHTS OF WAY ARE TO BE KEPT OPEN AND NOT FILLED WITH TOPS AND DEBRIS FROM CUTTINGS TO BE MADE ON THE PREMISES.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 67, PAGE 37, OF CHESTER LAND RECORDS.

(2) EASEMENT FOR THE PURPOSE OF ELECTRICITY LINES GRANTED TO VERMONT ELECTRIC POWER COMPANY, INC. BY EASEMENT DEED OF WINDSOR MINERALS, INC. DATED MARCH 5, 1976 AND RECORDED IN BOOK 52, PAGE 472, OF CHESTER LAND RECORDS.

(3) RIGHTS-OF-WAY FOR THE PURPOSE OF ACCESS RESERVED IN WARRANTY DEED OF WINIFRED D. SARGENT TO LESTER E. GILCRIS DATED NOVEMBER 5, 1945 AND RECORDED IN BOOK 34, PAGE 372, OF CHESTER LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000727

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320197
PROPERTY NAME: CANTOR, DONALD J.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

CERTAIN PIECES OF LAND IN LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

PARCEL NO. 1

BEING ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO DONALD J. CANTOR, TRUSTEE BY VERMONT INVESTMENT CORPORATION BY DEED DATED SEPTEMBER 15, 1969, RECORDED IN BOOK 56, PAGES 573-4 OF THE LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

> BEING ALL AND THE SAME LANDS AND PREMISES, EXCEPT AS HEREINAFTER STATED, THAT WERE CONVEYED TO VERMONT INVESTMENT CORPORATION BY HAROLD L. BEECROFT BY DEED DATED MARCH 31, 1964, RECORDED IN BOOK 51, PAGES 445-6 OF THE LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:
>
> > BEING ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO ELLEN KOTI BY WALLACE C. SCHINOSKI BY DEED DATED JULY 10TH, 1959 AND RECORDED IN BOOK 48, PAGE 540 OF THE LUDLOW LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:
> >
> > ALL AND THE SAME THREE PARCELS OF LAND CONVEYED TO WALLACE C. SCHINOSKI BY JOHN KOTI AND ELLEN KOTI BY DEED DATED JULY 10, 1959, TO BE RECORDED IN LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000728

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PARCEL NO. 1

ALL AND THE SAME LAND AND PREMISES CONVEYED TO JOHN KOTI AND ELLEN KOTI BY KUSTAA SALO AND SALLY SALO, HUSBAND AND WIFE, BY DEED DATED DECEMBER 27, 1935 AND RECORDED IN VOL. 39, PAGE 229 OF LUDLOW LAND RECORDS, BEING THE SALO HOME FARM AND COMPISING 170 ACRES OF LAND MORE OR LESS.

PARCEL NO. 2

A PARCEL OF WOODLAND CONTAINING 10 ACRES OF LAND, BE THE SAME MORE OR LESS, AND BEING THE SAME LAND CONVEYED TO JOHN KOTI BY WILLIAM P. BIXBY BY DEED DATED NOVEMBER 18, 1942 AND RECORDED IN VOL. 41, PAGE 296 OF LUDLOW LAND RECORDS.

PARCEL NO. 3

A PARCEL OF WOODLAND CONTAINING 15-1/2 ACRES MORE OR LESS AS WAS CONVEYED TO JOHN KOTI BY THOMAS DEMPSIE AND FRANCES N. E. DEMPSIE BY DEED DATED SEPTEMBER 28, 1956 AND RECORDED IN VOL. 47, PAGE 446 OF LUDLOW LAND RECORDS. EXCEPTING, HOWEVER, FROM THIS LAST DESCRIBED PARCEL, A CAMP SITE, 75 FEET BY 100 FEET, CONVEYED TO THOMAS JOHNSTON BY JOHN KOTI AND ELLEN KOTI BY DEED DATED JULY 9, 1959, AND RECORDED IN LUDLOW LAND RECORDS.

REFERENCE IS HAD TO THE AFORESAID DEEDS AND THE LAND RECORDS OF LUDLOW FOR A MORE PARTICULAR DESCRIPTION.

REFERENCE IS HEREBY HAD TO THE AFORESAID DEEDS AND RECORDS FOR A MORE COMPLETE DESCRIPTION OF SAID PREMISES.

THERE IS EXCEPTED FROM SAID CONVEYANCE ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO H. BUD BEECROFT BY VERMONT INVESTMENT CORPORATION BY DEED DATED JULY 24, 1969 AND RECORDED IN BOOK 56 OF THE LUDLOW LAND RECORDS. (AT PAGE 416)

REFERENCE IS HEREBY HAD TO THE AFORESAID DEEDS AND RECORDS FOR FURTHER DESCRIPTION.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PARCEL NO. 2

BEING ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO DONALD J. CANTOR, TRUSTEE BY THOMAS CARROLL JOHNSON BY DEED DATED NOVEMBER 27, 1970, RECORDED IN BOOK 58, PAGE 336 OF THE LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO THE SAID THOMAS CARROLL JOHNSON BY QUIT-CLAIM DEED OF WALLACE C. SCHINOSKI DATED JUNE 12, 1969 AND RECORDED IN VOL. 56, PAGE 343 OF LUDLOW LAND RECORDS AND BEING ALL AND THE

SAME LAND AND PREMISES DEEDED TO THE SAID WALLACE C. SCHINOSKI BY THOMAS JOHNSON BY DEED RECORDED IN LUDLOW LAND RECORDS AND BEING ALL AND THE SAME LAND AND PREMISES DEEDED TO THE SAID THOMAS JOHNSON BY JOHN KOTI AND ELLEN KOTI BY WARRANTY DEED DATED JULY 9, 1959 RECORDED IN BOOK 48, PAGE 582 OF LUDLOW LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

A PORTION OF THE LAND CONVEYED TO JOHN KOTI BY THOMAS DEMPSIE AND FRANCES N. E. DEMPSIE BY DEED DATED SEPTEMBER 28, 1956 AND RECORDED IN VOL. 47, PAGE 446 OF LUDLOW LAND RECORDS. SAID PARCEL OF LAND HEREIN CONVEYED IS BOUNDED ON THE EAST BY THE EAST HILL ROAD, SO-CALLED, ON THE SOUTH AND WEST BY REMAINING LAND OF THE HEREIN GRANTORS AND ON THE NORTH BY LAND OF SMITH.

SAID PARCEL BEGINS AT THE NORTHEAST CORNER OF LAND CONVEYED BY THE AFORESAID DEMPSIE'S TO JOHN KOTI, ON THE WESTERLY EDGE OF THE AFORESAID EAST HILL ROAD;

THENCE WESTERLY ALONG THE SOUTH LINE OF LAND OF SMITH A DISTANCE OF 150 FEET TO A CORNER, MARKED;

THENCE SOUTHERLY IN A STRAIGHT LINE 75 FEET TO A CORNER, MARKED;

THENCE EASTERLY IN A STRAIGHT LINE AND PARALLEL TO THE BOUND FIRST GIVEN A DISTANCE OF 150 FEET TO A CORNER IN THE WESTERLY EDGE OF THE AFORESAID EAST HILL ROAD;

THENCE NORTHERLY ALONG THE WESTERLY EDGE OF THE SAID EAST HILL ROAD A DISTANCE OF 75 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

REFERENCE IS HAD TO THE AFORESAID DEED AND THE LAND RECORDS OF THE TOWN OF LUDLOW.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 108, PAGE 345, OF LUDLOW LAND RECORDS.

(2) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED OF WINDSOR MINERALS, INC. DATED AUGUST 5, 1980 AND RECORDED IN BOOK 75, PAGE 261, OF LUDLOW LAND RECORDS.

(3) EASEMENTS FOR THE PURPOSE OF UTILITY LINES GRANTED TO PLYMOUTH ELECTRIC LIGHT COMPANY BY EASEMENT DEED OF WILLIAM P. BIXBY DATED MAY 29, 1940 AND RECORDED IN BOOK 40, PAGE 501, OF LUDLOW LAND RECORDS.

(4) EASEMENTS FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO LUDLOW TELEPHONE BY EASEMENT DEED OF FRANK H. MOORE AND CORA H. MOORE DATED SEPTEMBER, 1930 AND RECORDED OCTOBER 11, 1930 IN BOOK 37, PAGE 501, OF LUDLOW LAND RECORDS.

(5) RESERVATION AS TO WHETSTONE LEDGES AND RIGHTS-OF-WAY IN CONNECTION THEREWITH RESERVED BY MARTIN H. GODDARD, ADMIN. OF ESTATE OF JOHN W. PARKHURST IN ADMINISTRATOR'S DEED TO CHARLES H. RAY RECORDED IN BOOK 23, PAGE 525, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000731

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320198
PROPERTY NAME: WORTH, EARL O. ET AL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

ALL AND THE SAME LANDS AND PREMISES CONVEYED TO THE SAID EARL O. WORTH, MINNIE I. WORTH, AND WAYNE O. WORTH FROM CLAY A. LOCKWOOD BY WARRANTY DEED DATED MAY 24, 1969, RECORDED IN VOL. 56, PAGES 283-284 OF LUDLOW LAND RECORDS AND ALSO BEING ALL AND THE SAME LAND AND PREMISES DEEDED TO CLAY A. LOCKWOOD AND PRISCILLA PAYNE LOCKWOOD (DECEASED) BY ODA PAYNE AND IDA S. PAYNE BY WARRANTY DEED DATED SEPTEMBER 5, 1951, RECORDED IN BOOK 45, PAGE 207 OF LUDLOW LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

OUR SO-CALLED ALDRICH LOT, BEING ALL OF THE REAL ESTATE NOW OWNED BY US OR EITHER OF US, IN THE TOWN OF LUDLOW, HOWEVER THE SAME MAY BE DESCRIBED AND BOUNDED.

REFERENCE IS HAD TO THE LAND RECORDS OF THE TOWN OF LUDLOW FOR A MORE COMPLETE DESCRIPTION.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 108, PAGE 345, OF LUDLOW LAND RECORDS.

(2) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED OF WINDSOR MINERALS INC. DATED AUGUST 5, 1980 AND RECORDED IN BOOK 75, PAGE 261, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(3) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED OF LUCIEN STODDARD, STELLA WHITE, IDA S. PAYNE, A. ODA PAYNE AND CURTIS STODDARD DATED APRIL 24, 1913 AND RECORDED IN BOOK 32, PAGE 277, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320201
PROPERTY NAME: FLETCHER FARM, INC.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN THE TOWN OF LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

SAID LAND IS SITUATE SOUTHERLY OF BLACK RIVER IN SAID LUDLOW AND IS BOUNDED; ON THE NORTH BY THE RIGHT-OF-WAY GRANTED TO THE TELEPHONE COMPANY HAVING FACILITIES INSTALLED THEREON; ON THE SOUTH BY LANDS OF ONE SMITH; AND ON THE WEST BY LANDS OF OR FORMERLY OF BIXBY AND STODDARD AND THE GLIDDINGS LOT. SUBJECT TO AMENDMENT AS REQUIRED TO CONFORM THE METES AND BOUNDS OF SAID PARCEL TO FORMAL SURVEY, SAID PARCEL IS FURTHER DESCRIBED AS BEGINNING ON THE SOUTH MARGIN OF THE RIGHT-OF-WAY OF THE GREEN MOUNTAIN RAILROAD AT THE INTERSECTION THEREWITH OF THE WEST MARGIN OF RIGHT-OF-WAY HELD BY SAID TELEPHONE COMPANY;

THENCE SOUTHERLY ALONG THE WESTERLY MARGIN OF SAID TELEPHONE COMPANY RIGHT-OF-WAY APPROXIMATELY 2240 FEET TO A POINT ON THE LUDLOW/CAVENDISH TOWN LINE;

THENCE SOUTH ALONG THE LUDLOW TOWN LINE APPROXIMATELY 445 FEET TO A POINT;

THENCE WESTERLY APPROXIMATELY 1600 FEET TO A POINT;

THENCE NORTHERLY 945 FEET TO A POINT;

THENCE WESTERLY APPROXIMATELY 330 FEET TO A POINT;

THENCE NORTHERLY APPROXIMATELY 1320 FEET TO A POINT;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE WESTERLY APPROXIMATELY 360 FEET TO A POINT ON THE WEST SIDE OF THE PRESENT SMITHVILLE ROAD;

THENCE NORTHERLY APPROXIMATELY 400 FEET TO A POINT IN THE SOUTH MARGIN OF THE RIGHT-OF-WAY OF THE GREEN MOUNTAIN RAILROAD;

THENCE EASTERLY ALONG THE RIGHT-OF-WAY OF THE GREEN MOUNTAIN RAILROAD TO THE POINT OF BEGINNING; COMPRISING 75 ACRES, MORE OR LESS.

BEING ALL OF THE LAND OWNED BY FLETCHER FARM, INC. AS SUCH TRUSTEE LYING SOUTH OF SAID RIGHT-OF-WAY OF THE GREEN MOUNTAIN RAILROAD AND WEST OF SAID TELEPHONE COMPANY RIGHT-OF-WAY.

BEING A PART OF THE PREMISES CONVEYED TO FLETCHER FARM, INC. IN TRUST BY WARRANTY DEED OF MARY FLETCHER CHARLTON AND FANNIE B. FLETCHER DATED DECEMBER 2, 1960 AND RECORDED IN BOOK 49, PAGE 483 OF THE LAND RECORDS OF TOWN OF LUDLOW.

EXCEPTING AND RESERVING UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS AS SUCH TRUSTEE:

(A) A RIGHT OF WAY OF REASONABLE LOCATION ACROSS THE ABOVE DESCRIBED PARCEL FOR REASONABLE USE AND WITHOUT UNDUE INTERFERENCE TO THE OPERATIONS AND USES OF GRANTEE, TO CONTIGUOUS LANDS OF SAID GRANTOR THEREOF, SO LONG AS THE SAME SHALL BE HELD BY SAID GRANTOR, THE SAME TO TERMINATE ABSOLUTELY UPON TRANSFER OF SUCH CONTIGUOUS LANDS TO OTHERS.

(B) THE RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, TO ENTER UPON SAID LANDS FOR A PERIOD OF TEN YEARS FROM THE DATE OF DELIVERY OF DEED THEREOF, AND AT THEIR CHARGE, COST AND RISK, TO CUT AND REMOVE IN HUSBANDLIKE MANNER FOR THEIR OWN BENEFIT AND ACCOUNT STANDING COMMERCIAL TIMBER TO SUCH EXTENT THAT SUCH REMOVAL SHALL NOT IN THE JUDGMENT AND DETERMINATION OF GRANTEE, ITS SUCCESSORS AND ASSIGNS, DIMINISH THE SCREENING OR AESTHETIC APPEARANCE OF IMPROVEMENTS WHICH SAID GRANTEE SHALL HAVE INSTALLED OR CONTEMPLATED INSTALLING UPON SAID PARCEL. SUCH LOGGING AND AUXILIARY OPERATIONS SHALL BE CONDUCTED BY GRANTOR, ITS SUCCESSORS AND ASSIGNS WITHOUT INTERFERENCE OR HAZARD TO THE OPERATIONS OF GRANTEE.

SAID CONVEYANCE IS SUBJECT TO A RESTRICTION THAT THERE SHALL BE NO MINING OF ORES BY GRANTEE ON OR IN THE PREMISES WITHOUT THE WRITTEN APPROVAL OF GRANTOR,

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SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000735

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

ITS SUCCESSORS AND ASSIGNS AS EVIDENCED BY A NEGOTIATED MINING LEASE PROVIDING FOR THE PAYMENT OF REASONABLE ROYALTIES TO GRANTOR AND FURTHER PROVIDING REASONABLE TERMS GOVERNING SUCH MINING OPERATIONS. THE LANGUAGE AND TERMS OF AGREEMENTS THEN IN EXISTANCE BETWEEN GRANTEE AND OTHERS IN THE DISTRICT REGARDING ROYALTIES AND OPERATIONS SHALL BE USED IN THE DETERMINATION OF REASONABLENESS.

SAID CONVEYANCE IS AUTHORIZED BY THE DECREE OF THE WINDSOR COUNTY COURT ENTERED BY PRESIDING JUDGE FRANKLIN S. BILLINGS, JR. ON MARCH 1, 1973.

SUBJECT TO:

(1) LEASE INDENTURE FOR A TERM OF TWENTY YEARS FOR THE PURPOSE OF TELEPHONE LINES TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, RECORDED IN BOOK 59, PAGE 125, LUDLOW LAND RECORDS. TERMINATED EFFECTIVE JANUARY 20, 1992.

(2) RIGHT-OF-WAY FOR HIGHWAY PURPOSES GRANTED TO THE TOWN OF LUDLOW BY DEED, RECORDED IN BOOK 40, PAGE 126, LUDLOW LAND RECORDS.

(3) RIGHT-OF-WAY FOR HIGHWAY PURPOSES GRANTED TO THE TOWN OF LUDLOW BY WARRANTY DEED, RECORDED IN BOOK 27, PAGE 105, LUDLOW LAND RECORDS.

(4) RIGHT-OF-WAY FOR THE PURPOSE OF ACCESS GRANTED TO CURTIS K. STODDARD BY WARRANTY DEED, RECORDED IN BOOK 26, PAGE 170, LUDLOW LAND RECORDS.

(5) SPRING RIGHTS GRANTED TO CYRUS HINES BY DEED, RECORDED IN BOOK 24, PAGE 295, LUDLOW LAND RECORDS.

(6) SPRING RIGHTS GRANTED TO C.C. HINES BY DEED RECORDED IN BOOK 24, PAGE 16, LUDLOW LAND RECORDS.

(7) TERMS AND CONDITIONS OF LAND USE PERMITS NO. 2S0185-5 DATED JUNE 15, 1988; NO. 2S0185-4 DATED JUNE 9, 1988; NO. 2S0185-3 DATED JULY 15, 1987; NO. 2S0185-2 DATED JULY 21, 1986; AND NO. 2S0126-2 DATED NOVEMBER 19, 1985; RECORDED IN BOOK 117, PAGE 590; BOOK 117, PAGE 588; BOOK 109, PAGE 526; BOOK 101, PAGE 175; AND BOOK 95, PAGE 383, RESPECTIVELY, LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320203
PROPERTY NAME: CANTOR, DONALD J.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING ALL AND THE SAME LANDS AND PREMISES AS WERE CONVEYED TO THE SAID GRANTOR BY DONALD E. LAGRO AND INA BELLE LAGRO BY WARRANTY DEED DATED OCTOBER 25, 1971, RECORDED IN BOOK 59, PAGES 337-8 OF THE LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

ALL AND THE SAME LAND AND PREMISES CONVEYED TO THE SAID DONALD E. LAGRO AND INA BELLE LAGRO BY FRANCIS E. WILLIAMS AND ALICE P. WILLIAMS BY WARRANTY DEED DATED OCTOBER 18, 1951, RECORDED IN VOL. 45, PAGES 145-146 OF LUDLOW LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

ALL AND THE SAME LAND AND PREMISES DEEDED TO THE SAID FRANCIS E. WILLIAMS AND ALICE P. WILLIAMS BY THE SAID DONALD E. LAGRO AND INA BELLE LAGRO, BY WARRANTY DEED DATED OCTOBER 7, 1948, AND RECORDED IN VOL. 43, PAGES 449-450 OF LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

ALL AND THE SAME LAND AND PREMISES DEEDED TO THE SAID DONALD E. LAGRO AND INA BELLE LAGRO BY WILLIAM AND AINA SOUMINEN BY WARRANTY DEED DATED OCTOBER 9, 1945, RECORDED IN VOL. 42, PAGE 93 OF LUDLOW LAND RECORDS, AND IN SAID DEED DESCRIBED AS FOLLOWS: 'OUR HOMESTEAD FARM, BEING ALL AND THE

BJECT TO:

) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND HTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT VEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SAME LAND AND PREMISES DEEDED TO THE SAID GRANTORS BY WILLIAM J. DELANO AND MARY E. DELANO BY DEED DATED MAY 7, 1921 AND RECORDED IN VOL. 34, PAGE 625 OF LUDLOW LAND RECORDS. SAID PREMISES ARE DESCRIBED IN A MORTGAGE DEED GIVEN BY THE GRANTORS TO THE FEDERAL LAND BANK OF SPRINGFIELD, DATED OCTOBER 26, 1922, RECORDED IN VOL. 35, PAGE 287 OF LUDLOW LAND RECORDS, AND THEREIN DESCRIBED AS FOLLOWS: BOUNDED NORTHERLY BY LANDS OF CHARLES F. WRIGHT, PLUMLEY AND SARGENT, WM. P. BIXBY, FLETCHER S. HINES, AND ALLEN M. FLETCHER ESTATE, EASTERLY BY LAND OF SAID FLETCHER ESTATE, SOUTHERLY BY LAND OF GUST KOLSTROM, AND WESTERLY BY LAND OF WM. C. STEARNS AND LAND FORMERLY OF JOHN RIGGS, MEANING HEREBY TO CONVEY ALL OF OUR HOMESTEAD PREMISES AND BEING ALL AND THE SAME LAND DEEDED TO THE GRANTORS BY W. J. DELANO AND WIFE BY DEED DATED MAY 7, 1921 AND RECORDED IN VOL. 34, PAGE 625 OF LUDLOW LAND RECORDS, TO WHICH DEED AND RECORDS REFERENCE IS HAD. EXCEPTING AND RESERVING HEREFORM THE RIGHTS OF THE N. E. TEL. & CO. TO MAINTAIN A TELEPHONE LINE ACROSS SAID LAND.

SAID PREMISES ARE DEEDED SUBJECT TO THE POLE LINE RIGHTS OF THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION HERETOFORE DEEDED TO THE SAID CORPORATION BY THE SAID FRANCIS E. WILLIAMS AND ALICE P. WILLIAMS, AS APPEARS OF RECORD.

THE HEREIN GRANTORS RESERVE THE USE OF THE BARN ON THE ABOVE DESCRIBED PREMISES UP TO AND INCLUDING MAY 1, 1972 FOR THE PURPOSE OF STORING HAY THEREIN; PROVIDED HOWEVER THAT ANY HAY NOT REMOVED BY MAY 1, 1972 SHALL REVERT TO THE GRANTEES.

EXCEPTING HEREFROM HOWEVER THAT PORTION OF THE ABOVE DESCRIBED LANDS AND PREMISES HERETOFORE CONVEYED BY THE HEREIN GRANTORS TO WILLIAM N. AND CAROLYN M. SMITH BY DEED DATED JANUARY 17, 1973, RECORDED IN VOL. 45, PAGE 474 OF LUDLOW LAND RECORDS.

ALSO EXCEPTING ANY AND ALL POWER LINE RIGHTS OF WAY.

SELLER DOES RESERVE TO HIMSELF, HIS HEIRS AND ASSIGNS, AN UNDIVIDED ONE-FOURTH OF ALL MINERALS AND METALS NATURALLY OCCURING ON THE PREMISES THAT MAY BE REMOVED FROM THE ABOVE DESCRIBED LAND. PURCHASER, HIS HEIRS AND ASSIGNS, HAVE THE EXCLUSIVE RIGHT TO MINE AND SEARCH FOR ALL MINERALS AND METALS ON SAID PREMISES AND THERE SHALL BE NO RIGHT IN THE SELLER TO DO SAME. FURTHER, THE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PURCHASER WILL BE UNDER NO OBLIGATION TO MINE AND SEARCH FOR MIENRALS AND METALS DURING THE TERM OF THE RESERVATION. IF, AT THE END OF TEN YEARS THERE IS NO PRODUCTION OF MINERALS OR METALS, THIS RESERVATION SHALL BE EXTINGUISHED AND THE INTEREST RESERVED HEREIN SHALL BE OWNED BY THE PURCHASER. PRODUCTION, AS USED HEREIN, SHALL NOT INCLUDE EXCAVATIONS MADE ON THE PROPERTY FOR PONDS, ROADS, FOUNDATIONS, OR THE LIKE.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 108, PAGE 345, OF LUDLOW LAND RECORDS.

(2) EASEMENT FOR THE PURPOSE OF ELECTRIC LINES GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED, RECORDED IN BOOK 54, PAGE 62, OF LUDLOW LAND RECORDS.

(3) EASEMENT FOR THE PURPOSE OF ELECTRIC LINES GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED, RECORDED IN BOOK 45, PAGE 514, OF LUDLOW LAND RECORDS.

(4) EASEMENT FOR THE PURPOSE OF ACCESS GRANTED TO WILLIAM NATHAN SMITH AND CAROLYN MAY SMITH BY WARRANTY DEED, RECORDED IN BOOK 45, PAGE 474, OF LUDLOW LAND RECORDS.

(5) EASEMENT FOR THE PURPOSE OF ELECTRIC LINES GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED, RECORDED IN BOOK 43, PAGE 529, OF LUDLOW LAND RECORDS.

(6) EASEMENT FOR THE PURPOSE OF POLE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED, RECORDED IN BOOK 32, PAGE 290, OF

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000739

REDACTED DOCUMENT

LUDLOW LAND RECORDS.

(7) A LETTER FROM THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION WHEREIN THEY RECITE THAT THEY HAVE THREE EASEMENTS ON THE PROPERTY AND THAT THEY WILL NOT EXTEND THEIR LINES WITHOUT FIRST OBTAINING AN ADDITIONAL EASEMENT, DATED NOVEMBER 3, 1971, RECORDED IN BOOK 59, PAGE 415, OF LUDLOW LAND RECORDS.

(8) IN THE WARRANTY DEED OF PERRY ROSS AND BETSEY ROSS TO FRANCIS G. GIDDINGS, DATED SEPTEMBER 27, 1866, OF RECORD IN BOOK 19, PAGE 556, THERE IS MENTION OF THE PRIVILEGE OF TAKING WATER FROM A CERTAIN SPRING WHERE THE WATER IS NOW TAKEN FROM AS SAID PERRY ROSS HAS. AN EXAMINATION OF THE PREMISES WILL REVEAL WHERE ON THE ADJOINING PROPERTIES THE SUBJECT SPRING IS LOCATED.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320204
PROPERTY NAME: GREIF, LUCIEN R.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING ALL AND THE SAME LAND AND PREMISES AS WAS DEEDED THE WITHIN GRANTORS BY WARRANTY DEED OF LELAND C. STODDARD, FRANK B. STODDARD AND MARY E. STODDARD DATED DECEMBER 28, 1965, AND RECORDED IN BOOK 53, PAGES 236 AND 237 OF LUDLOW LAND RECORDS AND IN SAID DEED DESCRIBED AS FOLLOWS:

FIRST PARCEL

BEGINNING AT THE NORTHWEST CORNER OF THIS PARCEL MARKED BY A 12-INCH YELLOW BIRCH TREE AND IRON STAKE STANDING ON THE SOUTHEAST SIDE OF THE EAST HILL ROAD, LOCATED ABOUT 570 FEET UP THE HILL OR SOUTHERLY FROM THE CENTER OF THE RUTLAND RAILROAD TRACKS AND 356 FEET NORTHEASTERLY DOWN THE HILL FROM THE CENTER OF THE SOUTHEAST CONCRETE CURB OF A LARGE CULVERT UNDER THE SAID ROAD, AND THIS POINT BEING ALSO THE SOUTHWEST CORNER OF LAND OF THE FLETCHER FARMS, INC.;

THENCE S. 65 DEGREES E. - 120 FEET ALONG OLD FENCING AND LAND OF THE SAID FARMS TO AN IRON STAKE;

THENCE S. 18-1/4 DEGREES W. - 1300 FEET ALONG FIRST OLD FENCING AND THEN A LINE OF BLAZED MADE BY C.E. BARLOW AND ALONG LAND OF THE SAID FARMS TO AN IRON STAKE AT THE EAST END OF A WALL;

THENCE N. 75-1/4 DEGREES W. - 920 FEET ALONG THE WALL AND ITS BLAZED CONTINUATION AND ALONG LAND OF D. LAGROE TO AN IRON STAKE AT THE SAID ROAD;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE NORTHEASTERLY ALONG THE ROAD 1610 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.54 ARCES MORE OR LESS.

SECOND PARCEL

A SMALL TRIANGLE OF LAND LYING ON THE NORTHWEST SIDE OF THE EAST HILL EAST ROAD, BOUNDED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF THE PARCEL, THIS BEING A POINT ON THE NORTHWEST SIDE OF THE RIGHT-OF-WAY OF THE PRESENT ROAD AND LOCATED N. 65 DEGREES W. - 62 FEET FROM THE NORTHWEST CORNER OF THE FIRST PARCEL HEREIN CONVEYED DESCRIBED ABOVE;

THENCE S. 66 DEGREES W. - ABOUT 120 FEET ALONG THE SAID RIGHT-OF-WAY LINE TO AN UNMARKED POINT IN THE EAST RIGHT-OF-WAY LINE OF A FORMER LOCATION OF THIS ROAD;

THENCE N. 45 DEGREES E. - ABOUT 96 FEET ALONG SAID EAST LINE TO AN UNMARKED POINT IN A REMNANT OF WALL PRESUMED TO BE ON THIS LINE;

THENCE S. 65 DEGREES E. - ABOUT 48 FEET TO THE POINT OF BEGINNING.

CONTAINING 5/100 OF AN ACRE MORE OR LESS.

BEING A PORTION OF THE SAME LANDS AND PREMISES DESCRIBED IN A DEED DATED OCTOBER 11, 1950, RECORDED IN VOL. 44, PAGE 429 OF LUDLOW LAND RECORDS, TO FRANK B. STODDARD AND MARY E. STODDARD, AND LELAND C. STODDARD AND LENA M. STODDARD, THE SAID LENA M. STODDARD BEING NOW DECEASED.

INCLUDED IN THIS CONVEYANCE IS THE PERSONAL PROPERTY LOCATED ON THE PREMISES HEREIN CONVEYED.

SUBJECT TO:

(1) IN THE EXECUTRIX DEED OF FLETCHER S. HINES ESTATE TO LELAND C. STODDARD OF DECEMBER 19, 1924, OF RECORD IN BOOK 36, PAGE 96, THERE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

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REDACTED DOCUMENT

IS MENTION OF OBLIGATIONS TO THE RUTLAND RAILROAD WHICH IT IS FELT CONCERNS OTHER PROPERTY TRANSFERRED AT THAT TIME WHICH WAS ON THE RUTLAND LINE AND AN ANNUAL LEASE FROM THE COLONIAL POWER AND LIGHT COMPANY WHICH NO LONGER EXISTS.

(2) LELAND STODDARD AND LENA STODDARD TO VEMONT HYDRO ELECTRIC CORPORATION DATED AUGUST 16, 1926, OF RECORD IN BOOK 36, PAGES 449 AND 450, LUDLOW LAND RECORDS. THIS A 150 FOOT RIGHT OF WAY TO BRING POWER FROM CAVANDISH TO LUDLOW AND AN INSPECTION OF THE PROPERTY WILL REVEAL IF THE RIGHT OF WAY IS ON THIS PORTION OF THE STODDARD PROPERTY.

(3) BOND FOR A DEED FROM LELAND C. STODDARD TO HORACE SIMEON DATED NOVEMBER 14, 1927 IN THE AMOUNT OF $2000.00 OF RECORD IN BOOK 37, PAGE 55, LUDLOW LAND RECORDS. THERE IS NO RECORD OF THIS OBLIGATION BEING SATISFIED.

(4) RIGHT-OF-WAY FOR A SECTION OF A HIGHWAY CONVEYED BY LELAND C. STODDARD TO TOWN OF LUDLOW BY WARRANTY DEED DATED JUNE 21, 1939, OF RECORD IN BOOK 40, PAGE 192, LUDLOW LAND RECORDS, DIVIDES THE WITHIN CERTIFIED PARCEL.

(5) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 75, PAGE 261, LUDLOW LAND RECORDS.

(6) EASEMENT FOR THE PURPOSE OF ELECTRIC LINES GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED RECORDED IN BOOK 53, PAGE 58, LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(7) EASEMENT FOR THE PURPOSE OF POLE LINES GRANTED TO THE LUDLOW TELEPHONE CO. BY EASEMENT DEED RECORDED IN BOOK 38, PAGE 95, LUDLOW LAND RECORDS.

(8) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 37, PAGE 304, LUDLOW LAND RECORDS.

(9) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 108, PAGE 345, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320205
PROPERTY NAME: STODDARD, MARY E.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING A PORTION OF THE SAME LANDS AND PREMISES CONVEYED TO LELAND C. STODDARD (DECEASED), LENA M. STODDARD (DECEASED), FRANK B. STODDARD (DECEASED), AND MARY E. STODDARD BY WARRANTY DEED OF WALLACE C. SCHINOSKI DATED OCTOBER 11, 1950 AND RECORDED IN VOL. 44, PAGE 429 OF LUDLOW LAND RECORDS.

SAID PORTION IS SHOWN AS "PARCEL 2" ON A SURVEY ENTITLED, "LAND SURVEYED FOR MARY STODDARD LUDLOW, VERMONT" PREPARED BY NOWLAN ENGINEERING DATED NOVEMBER 20, 1985 AND MAY BE FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LIMITS OF ROUTE 103 WITH THE EASTERLY RIGHT OF WAY LIMITS OF EAST HILL ROAD;

THENCE RUNNING IN A GENERALLY EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF ROUTE 103 A DISTANCE OF 450 FT., MORE OR LESS, TO AN IRON PIN, A CORNER;

THENCE RUNNING S. 10 DEGREES 01' 32" W. ALONG LANDS NOW OR FORMERLY OF FLETCHER FARM A DISTANCE OF 363.96 FT. TO A STONEWALL CORNER MARKING THE NORTHEASTERLY CORNER OF THE SMITH CEMETERY, SO-CALLED;

THENCE CONTINUING S. 10 DEGREES 01' 32" W. A DISTANCE OF 66.06 FT. TO A POINT IN THE CENTER OF BLACK RIVER, A CORNER;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

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REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE RUNNING ALONG THE CENTER OF BLACK RIVER A DISTANCE SHOWN ON SAID SURVEY TO BE 287.86 FT. AND ALONG THE NORTHERLY LINE OF WINDSOR MINERALS TO A POINT IN THE CENTER OF BLACK RIVER, A CORNER;

THENCE RUNNING N. 15 DEGREES 15' 00" E. A DISTANCE OF 41.16 FT. TO AN IRON PIN IN THE NORTHERLY BANK OF SAID BLACK RIVER;

THENCE CONTINUING ON THE SAME COURSE A DISTANCE OF 39.00 FT. ALONG LANDS NOW OR FORMERLY OF DAKEN MILLS TO AN IRON PIN, A CORNER;

THENCE RUNNING S. 74 DEGREES 45' 00" E. ALONG LANDS OF DAKEN MILLS A DISTANCE OF 49.50 FT. TO AN IRON PIN, A CORNER;

THENCE RUNNING N. 21 DEGREES 00' 00" E. A DISTANCE OF 198.00 FT. TO AN IRON PIN, A CORNER;

THENCE RUNNING N. 68 DEGREES 29' 10" W. ALONG LANDS NOW OR FORMERLY OF DAKEN MILLS A DISTANCE OF 326.72 FT. TO AN IRON PIN IN THE EASTERLY EDGE OF THE RIGHT OF WAY LIMITS OF EAST HILL ROAD, A CORNER;

THENCE RUNNING N. 34 DEGREES 40' 39" E. ALONG THE EASTERLY EDGE OF THE EAST HILL ROAD A DISTANCE OF 151.54 FT. TO THE INTERSECTION OF EAST HILL ROAD WITH ROUTE 103, THE POINT OR PLACE OF BEGINNING.

SAID PARCEL CONTAINS 3.36 ACRES AND INCLUDES ALL OF THE LANDS OF THE GRANTOR LYING SOUTHERLY OF ROUTE 103 AND EASTERLY OF EAST HILL ROAD.

THIS CONVEYANCE IS SUBJECT TO SUCH RIGHTS OTHERS MAY HAVE IN AND TO THE SMITHVILLE CEMETERY, SO-CALLED, INCLUDING RIGHTS OF ACCESS THERETO.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 108, PAGE 345, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

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REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(2) TERMS AND CONDITIONS OF LAND USE PERMIT NO. 250185-2 DATED JULY 21, 1986 AND RECORDED IN BOOK 101, PAGE 175, OF LUDLOW LAND RECORDS.

(3) EASEMENTS FOR HIGHWAY PURPOSES GRANTED TO THE TOWN OF LUDLOW BY WARRANTY DEED RECORDED IN BOOK 40, PAGE 192, LUDLOW LAND RECORDS.

(4) EASEMENTS FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 38, PAGE 94, LUDLOW LAND RECORDS.

(5) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 31, PAGE 304, LUDLOW LAND RECORDS.

(6) EASEMENT FOR THE PURPOSE OF A 150 FOOT RIGHT-OF-WAY FOR ELECTRIC LINES GRANTED TO VERMONT HYDRO ELECTRIC CORPORATION BY EASEMENT DEED RECORDED IN BOOK 36, PAGE 449, LUDLOW LAND RECORDS.

(7) RESTRICTION AS TO DEVELOPMENT WITH 100 FEET OF SOUTHERN BOUNDARY CONTAINED IN WARRANTY DEED OF FRANK B. STODDARD AND MARY E. STODDARD TO FRANCIS J. PREDAN AND KATHRYN PREDAN DATED JUNE 21, 1972 AND RECORDED IN BOOK 60, PAGE 278, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320206
PROPERTY NAME: BIXBY, FRANK, ET AL.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN LUDLOW IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING A PORTION OF THE SAME LANDS AND PREMISES AS WERE CONVEYED TO FRANK L. BIXBY AND KENNETH R. BIXBY BY WILLIAM P. BIXBY BY DEED DATED JANUARY 11, 1965, AND RECORDED IN BOOK 52, PAGE 292 OF THE LUDLOW LAND RECORDS, DESCRIBED AS FOLLOWS:

PARCEL #1

BEGINNING AT A POINT IN THE CENTERLINE OF THE RIGHT OF WAY OF THE GREEN MOUNTAIN RAILROAD AT THE EAST MARGIN OF THE EAST HILL ROAD, SO-CALLED;

THENCE EASTERLY ALONG THE CENTERLINE OF THE RAILROAD RIGHT OF WAY A DISTANCE OF 668 FEET MORE OR LESS TO A POINT IN SAID CENTERLINE SOUTH OF THE LINE OF A STONE WALL;

THENCE NORTHERLY ALONG THE LINE OF A STONE WALL A DISTANCE OF 450 FEET MORE OR LESS TO THE CENTER OF THE BLACK RIVER;

THENCE CONTINUING IN THE SAME DIRECTION TO THE NORTH SIDE OF THE BLACK RIVER;

THENCE WESTERLY ALONG THE NORTH SIDE OF THE BLACK RIVER TO A POINT IN THE LINE OF THE EAST MARGIN OF THE EAST HILL ROAD, SO-CALLED;
THENCE SOUTHERLY ALONG THE EAST MARGIN OF THE EAST HILL ROAD, SO-CALLED, A

DISTANCE OF 340 FEET MORE OR LESS TO THE POINT OF BEGINNING, MEANING HEREBY TO CONVEY A PARCEL OF LAND COMPRISING 5.32 ACRES MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PARCEL #2

BEING A PARCEL OF LAND OF 35 ACRES MORE OR LESS COMMENCING AT A POINT IN THE NORTHERLY BOUND OF PREMISES NOW OR FORMERLY BELONGING TO DONALD AND INA LAGRO AT THE WESTERLY EDGE OF THE EAST HILL ROAD, SO CALLED;

THENCE WESTERLY ALONG SAID LAGRO NORTHERLY BOUND AND APPROXIMATELY PARALLEL TO THE GREEN MOUNTAIN RAILROAD RIGHT OF WAY TO A POINT IN THE EASTERLY BOUND OF PREMISES BELONGING TO LAEL SARGENT;

THENCE NORTHERLY ALONG SAID SARGENT EASTERLY BOUND IN A LINE APPROXIMATELY PARALLEL TO THE EAST HILL ROAD, SO-CALLED, TO THE SOUTHERLY BOUND OF THE AFORESAID RAILROAD PREMISES;

THENCE EASTERLY ALONG SAID RAILROAD SOUTHERLY BOUND TO THE EDGE OF THE AFORESAID EAST HILL ROAD;

THENCE SOUTHERLY ALONG THE WESTERLY EDGE OF SAID ROAD TO THE POINT OF BEGINNING.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 108, PAGE 345, OF LUDLOW LAND RECORDS.

(2) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 75, PAGE 261, OF LUDLOW LAND RECORDS.

(3) EASEMENTS FOR THE PURPOSE OF ELECTRIC LINES GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED RECORDED IN BOOK 58, PAGE 180, OF LUDLOW LAND RECORDS.

(4) EASEMENT FOR THE PURPOSE OF ELECTRIC LINES GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED RECORDED IN BOOK 54, PAGE 60, OF LUDLOW LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

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SCHEDULE 5.8-1a

FEE PROPERTY

(5) RESERVATION OF SPRING AND AQUADUCT RIGHTS, DAM RIGHTS AND RAILROAD RIGHTS CONTAINED IN WARRANTY DEED RECORDED IN BOOK 27, PAGE 400, OF LUDLOW LAND RECORDS.

(6) DAM RIGHTS IN THE BLACK RIVER CONVEYED TO ALPHA WAKEFIELD BY DAM RIGHT DEED RECORDED IN BOOK 17, PAGE 332, OF LUDLOW LAND RECORDS.

(7) RESERVATION AS TO RIGHTS OF THE RAILROAD COMPANY CONTAINED IN WARRANTY DEED RECORDED BOOK 14, PAGE 48, OF LUDLOW LAND RECORDS.

(8) CANAL RIGHTS RESERVED BY WARRANTY DEED RECORDED IN BOOK 15, PAGE 451, OF LUDLOW LAND RECORDS.

(9) FENCE DIVISION AGREEMENT EXECUTED BETWEEN LEONORA BAGLEY AND CHARLES H. RAY ON SEPTEMBER 14, 1888, AND OF RECORD IN BOOK 25, PAGE 195, LUDLOW LAND RECORDS.

(10) FENCE DIVISION AGREEMENT BETWEEN S.A. FLETCHER AND E.B. FLETCHER AND J. C. BAGLEY AND LEONORA A. S. BAGLEY DATED MAY 24, 1889, AND OR RECORD IN BOOK 25, PAGES 304 AND 305, LUDLOW LAND RECORDS.

(11) EASEMENT OPTION BETWEEN KENNETH R. BIXBY AND DOROTHY G. BIXBY, FRANK L. BIXBY AND HELENA F. BIXBY, AS ASSIGNED, AND VERMONT ELECTRIC POWER COMPANY, DATED OCTOBER 18, 1967, RECORDED AT BOOK 54, PAGE 508, IN THE TOWN OF LUDLOW LAND RECORDS. GRANTORS RESERVE THE RIGHT TO CROSS EASEMENT AS MAY BE NECESSARY IN USING THE LANDS ADJACENT TO EASEMENT.

(12) EASEMENT OPTION BETWEEN KENNETH R. BIXBY AND DOROTHY G. BIXBY, FRANK L. BIXBY AND HELENA F. BIXBY, AS ASSIGNED, AND VERMONT ELECTRIC POWER COMPANY, DATED OCTOBER 18, 1967, RECORDED AT BOOK 54, PAGE 505, IN THE TOWN OF LUDLOW LAND RECORDS. GRANTORS RESERVE THE RIGHT TO CROSS EASEMENT AS MAY BE NECESSARY IN USING THE LANDS ADJACENT TO EASEMENT.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320207 01
PROPERTY NAME: WEIDMAN, HAROLD
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN CAVENDISH IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

PARCEL 1

BEING ALL AND THE SAME LAND AND PREMISES CONVEYED BY RICHARD GILCRIS TO LAWRENCE G. KELLEY JR. AND HAROLD WEIDMAN DATED SEPTEMBER 9, 1968 OF RECORD IN BOOK 32, PAGE 321, CAVENDISH LAND RECORDS. THIS IS A LOT OF 122 ACRES, MORE OR LESS AND IS PARTIALLY BOUNDED AS FOLLOWS:

ONE SIDE IS LANDS NOW OR FORMERLY OF PLUMLEY/SARGENT, ANOTHER SIDE BY THE LUDLOW/CAVENDISH TOWN LINE AND ANOTHER SIDE BY THE "STEWARD LOT" SO-CALLED.

PARCEL 2

BEING A PORTION OF THE SAME LAND CONVEYED FROM HAROLD D. WEIDMAN TO LAWRENCE C. KELLEY, JR. BY WARRANTY DEED DATED JUNE 22, 1964 OF RECORD IN BOOK 31, PAGE 413, CAVENDISH LAND RECORDS AND A PORTION OF THE SAME LAND CONVEYED BY THE ESTATE OF WARREN H. COLSON TO HAROLD WEIDMAN DATED JUNE 10, 1964 OF RECORD IN BOOK 31, PAGE 408 CAVENDISH LAND RECORDS. THIS IS A LOT OF 50 ACRES, MORE OR LESS, AND IS PARTIALLY BOUNDED AS FOLLOWS:

THIS PARCEL IS KNOWN AS THE STEWARD LOT. ONE SIDE IS PARCEL 1 ABOVE, ANOTHER SIDE BY THE LUDLOW/CAVENDISH TOWN LINE AND ANOTHER SIDE IS A 75 ACRE LOT OWNED BY FLETCHER FARMS, INC.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

EXCEPTING AND RESERVING FROM THE WITHIN CONVEYED LAND AND PREMISES, THE FOLLOWING:

1. DEED OF LAWRENCE C. KELLEY, JR. AND HAROLD D. WEIDMAN TO NEW ENGLAND TELEPHONE DATED APRIL 9, 1975 OF RECORD IN BOOK 35, PAGES 283 TO 284, CAVENDISH LAND RECORDS.

2. DEED OF LAWRENCE KELLEY AND HAROLD WEIDMAN TO VERMONT ELECTRIC POWER COMPANY, INC. DATED OCTOBER 1969 OF RECORD IN BOOK 32, PAGES 462 TO 463, CAVENDISH LAND RECORDS.

FURTHER EXCEPTING AND RESERVING UNTO THE WITHIN GRANTORS, THEIR HEIRS AND ASSIGNS ALL MINERAL RIGHTS ON THE WITHIN CONVEYED LAND AND PREMISES. IT IS TO BE NOTED THAT THERE IS AN AGREEMENT BETWEEN THE WITHIN GRANTORS AND GRANTEE CONCERNING SAID MINERAL RIGHTS AND THIS DEED IS TO BE TAKEN AS A MEMORANDUM OF THE EXISTENCE OF SUCH AN AGREEMENT AND IT IS FURTHER NOTED THAT SAID AGREEMENT PROVIDES FOR A RIGHT OF FIRST REFUSAL AS TO SAID RESERVED MINERAL RIGHTS AND THIS DEED IS FURTHER A MEMORANDUM OF THE EXISTENCE OF SAID RIGHT OF FIRST REFUSAL.

REFER TO THE ABOVE DEEDS, RECORDS THEREOF AND REFERENCES THEREIN FOR PARTICULARS OF DESCRIPTION.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED AUGUST 27, 1986 AND RECORDED IN BOOK 42, PAGE 97, OF CAVENDISH LAND RECORDS.

(2) EASEMENT FOR THE PURPOSE OF SEWER LINES GRANTED TO THE TOWN OF CAVENDISH, RECORDED IN BOOK 36, PAGE 412, OF CAVENDISH LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(3) EASEMENTS FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY INDENTURE RECORDED IN BOOK 30, PAGE 144, AND BOOK 26, PAGE 562, OF CAVENDISH LAND RECORDS.

(4) EASEMENT FOR THE PURPOSE OF TELEPHONE LINES GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 26, PAGE 522, OF CAVENDISH LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320208
PROPERTY NAME: NELSON, CARL H. ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING AND WEST WINDSOR, IN THE COUNTY OF WINDSOR, AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

COMMENCING AT A POINT WHICH MARKS THE MOST SOUTHWESTERLY POINT OF LAND CONVEYED TO THE GRANTORS HEREIN BY RALPH E. OSGOOD AND FANNIE N. OSGOOD BY THEIR WARRANTY DEED WHICH IS DATED MARCH 19TH, 1947 AND IS RECORDED IN VOLUME 32, AT PAGE 203 OF THE LAND RECORDS OF THE SAID TOWN OF READING AND IN VOLUME II, AT PAGE 470, OF THE LAND RECORDS OF THE SAID TOWN OF WEST WINDSOR, AND WHICH POINT IS ALSO THE MOST EASTERLY CORNER OF THE JUNCTION OF THE HIGHWAY KNOWN AS "THE CUT-OFF ROAD FROM ROUTE 106 TO ROUTE 44";

THENCE PROCEEDING IN A COURSE SOUTH 54 DEGREES 20' EAST A DISTANCE OF THREE HUNDRED SIXTY-EIGHT AND SEVENTEEN HUNDREDTHS FEET (368.17'), MORE OR LESS ALONG THE NORTHERLY SIDE OF SAID ROUTE 44 TO A CONCRETE MARKER SET IN THE NORTHERLY EDGE OF THE HIGHWAY LEADING FROM FELCHVILLE TO WEST WINDSOR, KNOWN AS ROUTE #44;

THENCE IN A COURSE SOUTH 39 DEGREES 52' EAST ALONG THE NORTHEASTERLY EDGE OF SAID HIGHWAY KNOWN AS ROUTE #44, A DISTANCE OF NINE HUNDRED THIRTY-SEVEN AND FIVE ONE-HUNDREDTHS FEET (937.05') TO A POINT;

THENCE TURNING AND PROCEEDING IN A COURSE NORTH SIXTEEN DEGREES FORTY-SEVEN MINUTES EAST A DISTANCE OF EIGHT HUNDRED TWENTY-TWO AND SEVENTY-ONE ONE-HUNDREDTHS FEET (822.71') TO A CORNER;

THENCE TURNING AND PROCEEDING ALONG A COURSE NORTH 64 DEGREES 01' WEST A DISTANCE OF ONE THOUSAND FIFTY-ONE AND NINETY-FIVE ONE HUNDREDTHS FEET (1,051.95') TO A POINT IN THE NORTHERLY OR NORTHEASTERLY EDGE OF SAID HIGHWAY KNOWN AS "THE CUT-OFF ROAD FROM ROUTE 106 TO ROUTE 44";

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY; NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000754

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE SOUTH 28 DEGREES 51' WEST ALONG THE NORTHERLY OR NORTHEASTERLY EDGE OF SAID "CUT-OFF ROAD" A DISTANCE OF EIGHTY-NINE AND EIGHTEEN ONE HUNDREDTHS FEET (89.18'), MORE OR LESS;

THENCE SOUTH 37 DEGREES 50' WEST ALONG THE NORTHEASTERLY OR EASTERLY EDGE OF SAID "CUT-OFF ROAD" A DISTANCE OF ONE HUNDRED EIGHTY-TWO AND SIXTY-TWO HUNDREDTHS FEET (182.62');

THENCE SOUTH 22 DEGREES 56' WEST ALONG THE NORTHEASTERLY OR EASTERLY EDGE OF THE SAID "CUT-OFF ROAD" A DISTANCE OF NINETY EIGHT AND NINETY-THREE ONE HUNDREDTHS FEET (98.93') TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES MAY BE FURTHER DESCRIBED AS A PORTION OF OUR HOMESTEAD PREMISES, WITH THE DWELLING HOUSE THEREON, AND ARE A PORTION OF ALL AND THE SAME PREMISES WHICH WERE CONVEYED TO US, THE SAID GRANTORS, BY RALPH E. OSGOOD AND FANNIE N. OSGOOD BY THEIR WARRANTY DEED WHICH IS DATED MARCH 19, A.D. 1947, AND WHICH DEED IS RECORDED IN THE LAND RECORDS OF THE SAID TOWN OF READING, VERMONT, IN VOLUME 32, AT PAGE 203, AND WHICH SAID DEED IS FURTHER RECORDED IN THE LAND RECORDS OF THE SAID TOWN OF WEST WINDSOR IN VOLUME 11, AT PAGE 470.

REFERENCE IS HEREBY MADE TO THE AFORESAID WARRANTY DEED OF RALPH E. OSGOOD AND FANNIE N. OSGOOD OF MARCH 19, 1947, AND TO THE RECORDS THEREOF, FOR A FURTHER DESCRIPTION OF THE PREMISES HEREBY CONVEYED, AND FURTHER REFERENCE IS HEREBY MADE TO A CERTAIN PLAN, OR DRAWING, OF SAID PREMISES, WHICH SAID PLAN OR DRAWING, IS ENTITLED "WINDSOR MINERALS, WEST WINDSOR, VERMONT" WAS EXECUTED BY LANDMARK SURVEYING CO., BY DONALD J. KEHOE, REGISTERED LAND SURVEYOR, AND IS DATED "8-15-72", FOR A MORE DETAILED DESCRIPTION OF THE PREMISES HEREBY CONVEYED.

ALSO MEANING HEREBY TO CONVEY SUCH INTEREST AS THE GRANTORS HEREIN MAY HAVE IN ONE CERTAIN SPRING, AQUEDUCT, RIGHT TO DIG ANOTHER SPRING AND TO LAY A PIPE LINE CONVEYED BY WILLIAM E. GOBRECHT AND ESTELLA GOBRECHT TO LUCY A. S. FAY BY WARRANTY DEED DATED NOVEMBER 10, 1915 AND OF RECORD IN BOOK 30, PAGE 21 READING LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SUBJECT TO:

(1) EASEMENT GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEED RECORDED IN BOOK 12, PAGE 525 OF WEST WINDSOR LAND RECORDS.

(2) RIGHT-OF-WAY GIVEN TO THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND RECORDED IN BOOK 33, PAGE 525 OF THE READING LAND RECORDS.

(3) RIGHT-OF-WAY GIVEN TO THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND RECORDED IN BOOK 34, PAGE 131, READING LAND RECORDS.

(4) LAND AND RIGHTS CONVEYED TO THE STATE OF VERMONT BY INSTRUMENT DATED MARCH 19, 1949 AND OF RECORD IN BOOK 33, PAGE 355. SOME .37 ACRES WAS TRANSFERRED TO THE STATE OF VERMONT.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320209
PROPERTY NAME: ST. PIERRE, HAZEL
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING PART OF ALL AND THE SAME PREMISES CONVEYED TO ELSA V. AMSDEN, HAZEL A. ST. PIERRE AND CHARLOTTE A. SLOAN BY ERNEST E. MOORE BY DEED DATED MAY 28, 1938 AND RECORDED IN BOOK 32, PAGE 31 OF THE READING LAND RECORDS.

SAID PREMISES CONSIST OF THE HOMESTEAD PREMISES OF THE LATE MERRITT G. AMSDEN AND ARE DESCRIBED IN A DEED TO THE SAID MERRITT G. AMSDEN FROM FREDERIC MOULTON, ADMINISTRATOR OF THE ESTATE OF ORVILLE D. AMSDEN, SAID DEED BEING DATED MARCH 27, 1886 AND RECORDED IN VOL. 25, PAGE 7 AND 8 OF THE READING LAND RECORDS IN WORDS AND FIGURES FOLLOWING:

THE TRACT IN READING BOUNDED ON THE NORTH BY LAND OF FERDINAND HAWKINS BY THE HIGHWAY LEADING FROM FELCHVILLE TO HAMMONDSVILLE AND BY LAND OF RUFUS STEARNS, EAST BY LANDS OF ELTON BENJAMIN AND RUFUS STEARNS, SOUTH BY LANDS OF MRS. H. J. HEWLETT, D. P. GATES AND LUTHER R. KENDALL AND WEST BY LANDS OF EDWARD HOISINGTON AND LUTHER R. KENDALL CONTAINING ONE HUNDRED AND SIX ACRES, MORE OR LESS.

SAID PARCEL IS THE FIRST PARCEL DESCRIBED IN SAID DEED AND LIES WHOLLY WITHIN THE TOWN OF READING.

ALSO INCLUDING ANOTHER PARCEL OF LAND CONVEYED TO THE SAID MERRITT G. AMSDEN BY WILLIAM H. HOISINGTON BY DEED DATED APRIL 24, 1909 AND RECORDED IN BOOK 27, PAGE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY; NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000757

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

131 OF THE READING LAND RECORDS. SAID PARCEL BEING KNOWN AS THE HOISINGTON PASTURE AND DESCRIBED IN SAID DEED IN WORDS AND FIGURES FOLLOWING:

BEING THE PASTURE AND WOODLAND THAT WAS DECREED TO ME BY PROBATE COURT IN DISTRICT OF WINDSOR AND STATE OF VERMONT, SAID DECREE BEING RECORDED IN BOOK

25 PAGE 438 OF READING LAND RECORDS. SAID PASTURE LAND BOUNDED AS FOLLOWS, NORTH BY THE HIGHWAY LEADING FROM FELCHVILLE TO WOODSTOCK AND HIGHWAY LEADING FROM SAID HIGHWAY TO THE RESIDENCE OF ADDIE M. PAFF; EAST BY LAND OF SAID MERRITT G. AMSDEN; SOUTH BY LANDS OF OSCAR S. RANDALL AND LANDS OF AGNES L. MASON; WEST BY LAND OF AGNES L. MASON AND LAND OF ADDIE M. PAFF. CONTAINING EIGHTY-FOUR "84" ACRES BE THE SAME MORE OR LESS.

EXCEPTING AND RESERVING THE FOLLOWING PARCELS OF LAND AND PREMISES:

1. ALL OF THOSE PARCELS OF LAND DESCRIBED IN AN OPTION TO THE STATE OF VERMONT DATED APRIL 1963 AND RECORDED IN BOOK 37, PAGE 42-45 OF THE READING LAND RECORDS AND LATER DESCRIBED IN A DEED TO THE STATE OF VERMONT RECORDED IN BOOK 35, PAGE 522 OF THE READING LAND RECORDS CONSISTING OF 4 SMALL PARCELS CONTAINING IN THE WHOLE APPROXIMATELY 4 ACRES AND 400 SQUARE FEET TOGETHER WITH SLOPE RIGHTS AND ALL OTHER RIGHTS OR EASEMENTS DESCRIBED IN SAID RECORD.

2. THAT CERTAIN EASEMENT FOR A POLE LINE RIGHT TO THE NEW ENGLAND TELEPHONE AND TELEGRAPH CO. RECORDED IN BOOK 34, PAGE 164-5 OF SAID READING LAND RECORDS.

3. THAT CERTAIN EASEMENT FOR A POLE LINE RIGHT TO THE CENTRAL VERMONT PUBLIC SERVICE CORP. DATED MAY 1956 AND RECORDED IN BOOK 34, PAGE 140 OF THE READING LAND RECORDS.

4. ALL OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE STATE OF VERMONT FOR A ROAD RELOCATION, SAID DEED BEING DATED FEBRUARY 28, 1949 AND RECORDED IN BOOK 33, PAGE 353-4 OF THE READING LAND RECORDS AND CONTAINING APPROXIMATELY 0.13 ACRES OF LAND.

IT IS TO BE NOTED THAT ELSA V. AMSDEN IS NOW DECEASED.

AND FURTHER EXCEPTING AND RESERVING THAT PART OF PORTION OF SAID MERRITT G. AMSDEN HOMESTEAD PREMISES REFERRED TO IN DEED OF RECORD IN VOL. 25, PAGES 7 AND 8, OF READING LAND RECORDS HERETOFORE CONVEYED AS FOLLOWS:

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000758

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

5. AN EASEMENT FOR A POLE LINE AS DESCRIBED IN DEED FROM M. G. AMSDEN AND ALICE F. AMSDEN TO NEW ENGLAND TEL. & TEL. COMPANY DATED JUNE 16, 1925, OF RECORD IN BOOK 29, PAGE 420, READING LAND RECORDS.

6. AN EASEMENT FOR AN ELECTRIC POLE LINE IN COMMON AS DESCRIBED IN DEED FROM M. G. AMSDEN AND ALICE F. AMSDEN TO READING LIGHT & POWER COMPANY DATED JUNE 16, 1925, OF RECORD IN BOOK 29, PAGE 421, READING LAND RECORDS.

7. AN EASEMENT AND WELL OR SPRING RIGHT AS DESCRIBED IN DEED FROM MERRITT G. AMSDEN TO EUGENE A. BIDGOOD DATED JUNE 27, 1923, OF RECORD IN BOOK 30, PAGE 180, OF READING LAND RECORDS; AND RESERVED RIGHTS, IF ANY, AS DESCRIBED IN DEED OF RECORD IN BOOK 30, PAGE 363, OF READING LAND RECORDS; -

8. AN OPTION FOR AND DEEDS OF HIGHWAY RIGHT-OF-WAY AND EASEMENTS FROM MERRITT G. AMSDEN TO THE TOWN OF READING, RESPECTIVELY DATED AUGUST 31, 1933; JUNE 28 AND JULY 31, 1934; AND OF RECORD, RESPECTIVELY, IN BOOK 31, PAGES 99, 143 AND 146, OF READING LAND RECORDS.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL LAND USE VALUE APPRAISAL DATED JULY 14, 1986 AND AND RECORDED IN BOOK 45, PAGE 165, OF READING LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320210
PROPERTY NAME: HOUGHTON, FRANK H.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN WEST WINDSOR IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

PARCEL 1

A PARCEL OF LAND BEING SITUATED IN WEST WINDSOR AND READING BOUNDED ON THE NORTH BY LAND NOW OR FORMERLY OF PROSPER ROOT AND LAND NOW OR FORMERLY OF M.G. AMSDEN; EAST BY LAND NOW OR FORMERLY OF ADA MCBRIDE AND LAND NOW OR FORMERLY OF WILLIAM BEST; SOUTH BY LAND OF SAID BEST AND LAND NOW OR FORMERLY OF SARA WARDNER; WEST BY LAND NOW OR FORMERLY OF SARAH WARDNER, DWIGHT HAMMOND AND CHARLES STORY.

PARCEL 2

A PARCEL OF LAND BEING SITUATED IN WEST WINDSOR AND READING, DESCRIBED AS FOLLOWS: ABOUT SEVENTY-SIX (76) ACRES OF LAND, KNOWN AS THE SO-CALLED "ROOT FARM" AND BOUNDED ON THE NORTH BY THE PUBLIC HIGHWAY LEADING FROM FELCHVILLE TO WINDSOR; ON THE EAST BY LAND NOW OR FORMERLY OF ED AND HATTIE EMERY AND LAND NOW OR FOMERLY OF M.G. AMSDEN; ON THE SOUTH BY LAND NOW OR FORMERLY OF M.G. AMSDEN AND LAND OF THE GRANTORS; ON THE WEST BY LAND NOW OR FORMERLY OF CHARLES STORY, M.G. AMSDEN AND RALPH WHITE.

PARCEL 3

A PARCEL OF LAND BEING SITUATE IN WEST WINDSOR AND READING, CONTAINING ABOUT EIGHT (8) ACRES OF LAND, MORE OR LESS; AND BOUNDED NORTHERLY BY THE HIGHWAY LEADING FROM FELCHVILLE TO WINDSOR; EASTERLY BY LAND OF SAID GRANTORS; SOUTHERLY BY THE SO-CALLED "MILL-BROOK"; AND WESTERLY BY THE SAID HIGHWAY AND "MILL BROOK".

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THE PREMISES DESCRIBED IN THIS PARCEL ARE CONVEYED SUBJECT TO WHATEVER RIGHTS-OF-WAY AND WATER RIGHTS AS MAY APPEAR OF RECORD.

PARCEL 4

BEING A PARCEL OF LAND CONTAINING THIRTY ACRES (30), BE THE SAME MORE OR LESS, AND BOUNDED NORTHERLY BY PREMISES OF THE GRANTORS HEREIN; EASTERLY BY THE HIGHWAY LEADING FROM FELCHVILLE TO WEST WINDSOR; SOUTHERLY BY PREMISES NOW OR FORMERLY OF LOUIS AND MYRTLE MERRILL AND PREMISES OF THE WITHIN GRANTORS; AND WESTERLY BY PREMISES OF THE GRANTOR.

SUBJECT, TO A PARCEL OF LAND PREVIOUSLY CONVEYED BY WILLIAM C. PTOLOMEY AND FANNIE H. PTOLOMEY TO THE TOWN OF WEST WINDSOR BY A DEED DATED FEBRUARY 23, 1954 FOR HIGHWAY PURPOSES; EASEMENT RIGHTS DEEDED TO THE CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY DEED DATED AUGUST 16, 1951 AND RECORDED IN VOLUME 12, PAGE 528 AND 529 OF THE WEST WINDSOR LAND RECORDS, AND TO ANY POLE AND LINE RIGHTS OF RECORD WHICH PERTAIN TO THE NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY AND ANY RIGHTS OF THE TOWN OF READING.

BEING ALL OF THE SAME LAND AND PREMISES AS CONVEYED TO FRANK H. HOUGHTON AND ELEANOR M. HOUGHTON, HUSBAND AND WIFE, BY WILLIAM C. PTOLOMEY AND FANNIE H. PTOLOMEY, HUSBAND AND WIFE BY THEIR WARRANTY DEED, DATED JULY 6, 1957 AND RECORDED IN THE WEST WINDSOR LAND RECORDS IN VOLUME 13, PAGE 386 AND IN THE READING LAND RECORDS IN VOLUME 35, PAGES 434-435, TO WHICH DEED AND THE DEEDS AND RECORDS THEREIN MENTIONED REFERENCE IS HEREBY MADE.

SUBJECT TO:

(1) RESERVATION AS TO RIGHTS-OF-WAY AND WATER RIGHTS IN WARRANTY DEED OF ALVA F. PARKER AND LENA M. PARKER TO WILLIAM C. PTOLOMEY AND FANNIE H. PTOLOMEY DATED FEBRUARY 26, 1944 AND RECORDED IN BOOK 32, PAGE 430, OF READING LAND RECORDS.

(2) TERMS AND CONDITIONS OF LAND USE PERMIT NO. 2S0042-1 DATED AUGUST 19, 1982 AND RECORDED IN BOOK 27, PAGE 260, OF WEST WINDSOR LAND RECORDS.

(3) TERMS AND CONDITIONS OF LAND USE PERMIT NO. 2S0042-2 DATED AUGUST 5, 1985 AND RECORDED IN BOOK 32, PAGE 263, OF WEST WINDSOR LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(4) EASEMENTS GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED OF WINDSOR MINERALS, INC. DATED SEPTEMBER 7, 1982 AND RECORDED IN BOOK 27, PAGE 278, OF WEST WINDSOR LAND RECORDS.

(5) EASEMENT DEED FOR RIGHT OF WAY DATED AUGUST 26, 1963 BETWEEN EASTERN MAGNESIA TALC CO., GRANTOR, AND CENTRAL VERMONT PUBLIC SERVICE CORP. AND THE NEW ENGLAND TELEPHONE & TELEGRAPH CO., GRANTEE, AS RECORDED IN BOOK 14, PAGE 428, AND EASEMENT DEED FOR SUBSTITUTION RIGHT OF WAY BETWEEN EASTERN MAGNESIA TALC COMPANY, GRANTOR, AND CENTRAL VERMONT PUBLIC SERVICE CORP. AND THE NEW ENGLAND TELEPHONE & TELEGRAPH CO., GRANTEE (UNRECORDED).

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320211
PROPERTY NAME: PADE, HEINRICH, ETUX
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN WEST WINDSOR IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING A PORTION OF THE PREMISES CONVEYED TO HEINRICH PADE AND FLORENCE L. PADE BY LOUIS C. MERRILL AND MYRTLE C. MERRILL BY THEIR WARRANTY DEED DATED APRIL 24, 1965 AND RECORDED IN BOOK 15 AT PAGE 334 OF THE WEST WINDSOR LAND RECORDS, DESCRIBED AS FOLLOWS:

BEING ALL OF THE PREMISES OWNED BY THE GRANTORS ON THE WEST SIDE OF THE CENTER LINE OF MILL BROOK, SO-CALLED. FURTHER DESCRIBED AS BEING BOUNDED ON THE NORTH AND WEST BY THE LAND OWNED BY WINDSOR MINERALS INC.; ON THE SOUTH BY LAND OF DEANE AND ELIZA PARKER; AND ON THE EAST BY THE CENTER LINE OF MILL BROOK. SAID PREMISES CONSISTING OF 55 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PREMISES IS SUBJECT TO THE RIGHT-OF-WAY OF THE NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY.

REFERENCE MAY BE HAD TO A MAP DATED APRIL 1965 AND REVISED IN AUGUST 1966, RECORDED IN BOOK 15, PAGE 334 OF THE WEST WINDSOR LAND RECORDS.

SUBJECT TO:

(1) TERMS AND CONDITIONS OF LAND USE PERMIT NO. 2S0042-1 DATED AUGUST 19, 1982 AND RECORDED IN BOOK 27, PAGE 260, WEST WINDSOR LAND RECORDS.

(2) EASEMENTS GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND NEW ENGLAND TELEPHONE AND TELEGRAPH CO. BY EASEMENT DEEDS RECORDED IN BOOK 16, PAGE 345, AND BOOK 15, PAGE 21, OF WEST WINDSOR LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(3) EASEMENTS GRANTED TO TOWN OF WEST WINDSOR BY WARRANTY DEED RECORDED IN BOOK 12, PAGE 555, OF WEST WINDSOR LAND RECORDS.

(4) ANCHOR GUY EASEMENT GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY DEED RECORDED IN BOOK 12, PAGE 341, OF WEST WINDSOR LAND RECORDS.

(5) WATER RIGHTS GRANTED TO DONALD E. CLAY AND RONALD E. CLAY BY WARRANTY DEED RECORDED IN BOOK 11, PAGE 115, OF WEST WINDSOR LAND RECORDS.

(6) WATER RIGHTS GRANTED TO ALFRED EASTMAN AND LORRAINE EASTMAN BY DEED RECORDED IN BOOK 11, PAGE 77, OF WEST WINDSOR LAND RECORDS AS CORRECTED BY WARRANTY DEED RECORDED IN BOOK 13, PAGE 115, OF WEST WINDSOR LAND RECORDS.

(7) EASEMENT GRANTED TO WES-LOU LIGHT & POWER CO., INC. BY RIGHT-OF-WAY AND RECORDED IN BOOK 10, PAGE 414, OF WEST WINDSOR LAND RECORDS.

(8) EASEMENT GRANTED TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY RIGHT-OF-WAY RECORDED IN BOOK 9, PAGE 586, OF WEST WINDSOR LAND RECORDS.

(9) EASEMENTS GRANTED TO NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY AND BROWNSVILLE ELECTRIC COMPANY RESERVED IN WARRANTY DEED AND RECORDED IN BOOK 9, PAGE 312, OF WEST WINDSOR LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320212
PROPERTY NAME: FONTAINE, NORMAN
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN WEST WINDSOR IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING ALL AND THE SAME LAND AND PREMISES CONVEYED TO THE GRANTORS HEREIN BY DEED OF DEANE H. PARKER AND ELIZA M. PARKER, HUSBAND AND WIFE, WHICH DEED IS DATED SEPTEMBER 13, 1956 AND RECORDED IN WEST WINDSOR TOWN CLERK'S OFFICE IN BOOK 13, PAGE 330 OF THE LAND RECORDS THEREOF AND IN WHICH DEED SAID PREMISES IS DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET IN THE GROUND IN THE SOUTHEAST CORNER OF LAND OF NELSON ON THE NORTHERLY EDGE OF THE MAIN HIGHWAY LEADING FROM WEST WINDSOR TO FELCHVILLE, AND PROCEEDING IN A NORTHERLY DIRECTION ALONG LAND OF NELSON TO AN IRON PIN SET IN THE GROUND AND LAND OF CLINTON GIBSON;

THENCE IN AN EASTERLY DIRECTION ALONG LAND OF CLINTON GIBSON A DISTANCE OF TWO HUNDRED FIFTY (250) FEET, MORE OR LESS, TO LAND OF THE GRANTOR;

THENCE IN A SOUTHERLY DIRECTION ALONG LAND OF THE GRANTOR A DISTANCE OF THREE HUNDRED FIFTY (350) FEET, MORE OR LESS, TO AN IRON PIN SET IN THE GROUND AND LAND OF THE GRANTOR;

THENCE IN AN EASTERLY DIRECTION ALONG LAND OF THE GRANTOR A DISTANCE OF ONE HUNDRED SIXTY (160) FEET, MORE OR LESS, TO AN IRON PIN SET IN THE GROUND AND LAND OF THE GRANTOR;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE IN A SOUTHERLY DIRECTION ALONG LAND OF THE GRANTOR A DISTANCE OF TWO HUNDRED SEVENTY (270) FEET, MORE OR LESS, TO AN IRON PIN SET IN THE GROUND AND THE NORTHERLY EDGE OF THE ABOVE MENTIONED HIGHWAY;

THENCE IN A WESTERLY DIRECTION ALONG SAID HIGHWAY A DISTANCE OF THREE HUNDRED EIGHTY (380) FEET, MORE OR LESS, TO AN IRON PIN SET IN THE GROUND AND THE POINT OF BEGINNING.

BEING PART OF THE SAME LAND AND PREMISES CONVEYED TO DEANE H. PARKER BY HORACE P. MCCLARY BY HIS QUIT-CLAIM DEED DATED JANUARY 28, 1948 AND RECORDED

IN VOLUME 12, PAGE 79 OF THE WEST WINDSOR LAND RECORDS, TO WHICH DEED AND THE DEEDS AND RECORDS THEREIN MENTIONED, REFERENCE IS HEREBY MADE.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PREMISES A RIGHT CONVEYED TO THE TOWN OF WEST WINDSOR TO CONSTRUCT AND MAINTAIN A CULVERT ON SAID PREMISES BY INSTRUMENT DATED FEBRUARY 23, 1954 AND RECORDED IN SAID LAND RECORDS, BOOK 13, PAGES 202-203 AND THE RIGHT BY WAY OF DEED GRANTED TO SAID TOWN OF WEST WINDSOR TO CONSTRUCT A CHANNEL RELOCATION BY INSTRUMENT DATED FEBRUARY 23, 1954 AND RECORDED IN BOOK 13, PAGE 205 OF SAID LAND RECORDS.

FURTHER EXCEPTING AND RESERVING THE RIGHT OF WAY FOR POWER LINES AND POLES GRANTED TO NEW ENGLAND TEL. AND TEL. COMPANY AND CENTRAL VERMONT PUBLIC SERVICE BY INSTRUMENT DATED APRIL 29, 1953 AND RECORDED IN BOOK 13, PAGES 147-148 OF SAID LAND RECORDS.

THAT AS PART OF THE CONSIDERATION FOR THIS CONVEYANCE THE GRANTORS HEREIN, NORMAN FONTAINE AND BEVERLY P. FONTAINE, FOR THEMSELVES AND THEIR HEIRS RELEASE THE GRANTEE, ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS WHICH THE SAID GRANTORS MAY HAVE AGAINST THE GRANTEE FOR PERSONAL INJURY OR PROPERTY DAMAGE WHICH MAY HAVE BEEN SUFFERED BY THE SAID GRANTORS PRIOR TO THE DELIVERY OF THIS DEED TO THE GRANTEE.

AS FURTHER CONSIDERATION FOR THIS CONVEYANCE, GRANTEE BY ITS ACCEPTANCE HEREOF ASSUME AND AGREE TO PAY THE REAL ESTATE TAXES FOR THE CURRENT TAX YEAR FROM APRIL 1, 1965 TO APRIL 1, 1966 ASSESSED AGAINST THE CONVEYED PREMISES.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SUBJECT TO:

(1) EASEMENTS GRANTED TO THE TOWN OF WEST WINDSOR BY WARRANTY DEEDS RECORDED IN BOOK 13, PAGE 202 AND 205, OF WEST WINDSOR LAND RECORDS.

(2) EASEMENTS GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY RIGHT-OF-WAY AND RECORDED IN BOOK 13, PAGE 147, WEST WINDSOR LAND RECORDS.

(3) EASEMENT GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY RIGHT-OF-WAY DEED RECORDED IN BOOK 12, PAGE 517, OF WEST WINDSOR LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320213
PROPERTY NAME: HATHORN BROTHERS
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN WEATHERSFIELD IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

STARTING AT A STONE WALL CORNER ON THE BOUNDARY OF LAND OF THE PREMISES HEREIN CONVEYED, AND THE PREMISES FORMERLY OF C. MOORE, WHICH CORNER IS S 79.5 DEGREES EAST FROM THE SOUTHWEST CORNER OF THE LAND FORMERLY OF C. MOORE;

THENCE N 06 DEGREES E 73 FEET, MORE OR LESS, TO AN IRON PIPE SET IN THE CORNER OF A STONE WALL;

THENCE S 79 DEGREES E 1508 FEET, MORE OR LESS, ALONG A STONE WALL PASSING THROUGH A LARGE ROCK SET IN A STONE WALL, AND FENCE CORNER, AND THENCE IN A STRAIGHT LINE TO A POINT;

THENCE TURNING TO THE RIGHT AND GOING S 09 DEGREES 30' W 2887 FEET, MORE OR LESS, IN A STRAIGHT LINE AND ALONG A WIRE FENCE AND STONE WALL, WHICH BORDERS THE PROPERTY NOW OR FORMERLY OWNED BY W. TILLSON TO A POINT IN THE FENCE CORNER;

THENCE S 29 DEGREES E 126 FEET, MORE OR LESS, ALONG A STONE WALL TO A CORNER;

THENCE S 61 DEGREES W 75 FEET, MORE OR LESS, TO A FENCE CORNER;

THENCE N 73 DEGREES W 495 FEET, MORE OR LESS, ALONG A STONE WALL TO AN IRON PIPE;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE ALONG A WIRE FENCE MARKING THE BOUNDARY BETWEEN PROPERTY OWNED BY THE GRANTOR AND PROPERTY NOW OR FORMERLY OWNED BY J. MOORE TO AN IRON PIPE SET IN A FENCE CORNER (THE TIE LINE FOR THE LAST DISTANCE IS N 75 DEGREES W 563 FEET, MORE OR LESS);

THENCE N 73 DEGREES W 1250 FEET MORE OR LESS, ALONG A WIRE FENCE AND STONE WALL TO A 15 FOOT JOG IN A STONE WALL;

THENCE CONTINUING ON THE SAME APPROXIMATE BEARING ALONG A WIRE FENCE 205 FEET, MORE OR LESS, TO AN IRON PIPE MARKING THE CORNER OF THE PROPERTY OF THE UNITED STATES GOVERNMENT;

THENCE TURNING TO THE RIGHT AND GOING N 12 DEGREES E A DISTANCE OF 1470 FEET TO A MARKER SET IN THE GROUND;

THENCE PROCEEDING N 75 DEGREES W A DISTANCE OF 420 FEET TO A MARKER SET IN THE GROUND;

THENCE PROCEEDING N 21 DEGREES E A DISTANCE OF 920 FEET, TO A MARKER SET IN THE GROUND;

THENCE FOLLOWING A WIRE FENCE THE ENCLOSURE LINE OF WHICH IS N 19 DEGREES E 570 FEET, TO A MARKER SET IN THE GROUND;

THENCE N 76 DEGREES WEST A DISTANCE OF 126 FEET ALONG A STONE WALL, TO A MARKER SET IN THE GROUND;

THENCE NORTHERLY ALONG A STONE WALL TO A CORNER, THE ENCLOSURE LINE OF WHICH IS N 27 DEGREES W 895 FEET, MORE OR LESS;

THENCE N 25 DEGREES E 340 FEET, MORE OR LESS, TO A CORNER, MARKED BY A 16 INCH WHITE PINE TREE, ON THE BOUNDARY OF THE CRANDALL PREMISES;

THENCE PROCEEDING S 65 DEGREES E A DISTANCE OF 1200 FEET, MORE OR LESS, TO A MARKER IN A STONE WALL, NEAR AN 8 INCH BUTTERNUT TREE;

THENCE S 12 DEGREES W A DISTANCE OF 950 FEET, MORE OR LESS, TO A MARKER IN A STONE WALL;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE S 79 DEGREES 30' E A DISTANCE OF 570 FEET, MORE OR LESS, TO A MARKER;

THENCE N 06 DEGREES E A DISTANCE OF 73 FEET, TO THE POINT OF BEGINNING.

MEANING HEREBY TO CONVEY THE SAME AND ALL THE SAME LAND AND PREMISES THAT WERE CONVEYED TO THE GRANTOR BY DEED OF RICE REALTY CORP., TO HATHORN BROTHERS ENTERPRISES, INC. BY DEED DATED JAN. 12, 1972, AND RECORDED IN BOOK 58, PGS. 93-95 OF THE WEATHERSFIELD LAND RECORDS.

THERE IS EXCEPTED HEREFROM THAT PARCEL OF LAND THAT WAS CONVEYED TO ROBERT W. AND YVONNE C. THORPE, BY DEED DATED AUGUST 5, 1975, AND RECORDED IN BOOK 52, PAGE 318 OF THE WEATHERSFIELD LAND RECORDS.

THIS DEED IS TO BE TAKEN AS A TERMINATION OF THE SO-CALLED LEASE AGREEMENT BETWEEN THE PARTIES DATED MARCH 24, 1973, AND A MEMORANDUM OF AGREEMENT DATED APRIL 5, 1973, EXCEPT FOR THE DUTY TO PAY FOR GRAVEL EXTRACTED PRIOR TO THE DATE OF THIS CONVEYANCE.

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED JUNE 10, 1986 AND RECORDED IN BOOK 68, PAGE 385, WEATHERSFIELD LAND RECORDS.
(2) CONDITIONS AS TO MAINTENANCE OF GRANTED RIGHT-OF-WAY IN WARRANTY DEED OF RICE REALTY CORPORATION TO HATHORN BROTHERS ENTERPRISES, INC. DATED JANUARY 12, 1972 AND RECORDED IN BOOK 48, PAGE 93, WEATHERSFIELD LAND RECORDS.
(3) THE DEED REFERRED TO IN (2) ABOVE MAKES AN EXCEPTION AND RESERVATION OF POLE RIGHT AND POWER RIGHTS WHICH THE CENTRAL VERMONT PUBLIC SERVICE CORP. OR THE AMSDEN LIME COMPANY OR ANYONE ELSE MAY HAVE ACROSS SAID PREMISES.
(4) THE DEED REFERRED TO IN (2) ABOVE MAKES AN EXCEPTION AND RESERVATION OF ALL QUARRY RIGHTS AND THE RIGHTS TO MANUFACTURE LIME FROM ANY QUARRY ON THE SAID PREMISES WITH THE RIGHTS OF WAY THERETO.
(5) THE DEED REFERRED TO IN (2) ABOVE MAKES AN EXCEPTION AND IS SUBJECT TO A RIGHT-OF-WAY, IF ANY, TO HENRY ROBINSON PREMISES.
(6) IN THE WARRANTY DEED OF AMSDEN LIME COMPANY TO HENRY ROBINSON DATED OCTOBER 9, 1922, OF RECORD IN BOOK 26, PAGE 365, WEATHERSFIELD LAND RECORDS, THE GRANTEE IS TO BUILD AND MAINTAIN A FENCE ADJOINING THE LAND CONVEYED THEREIN AND THE LAND OF THE AMSDEN LIME COMPANY.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

(7) EASEMENTS GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORP. BY EASEMENT DEEDS RECORDED IN BOOK 45, PAGE 274, AND BOOK 31, PAGE 483, WEATHERSFIELD LAND RECORDS.

(8) FLOWAGE RIGHTS GRANTED THE UNITED STATES OF AMERICA BY DEED RECORDED IN BOOK 38, PAGE 10, WEATHERSFIELD LAND RECORDS.

(9) QUARRY RIGHTS AND RIGHTS-OF-WAY APPURTENANT THERETO CONVEYED TO LUTHER B. HOWE BY RECEIVER'S DEED, RECORDED IN BOOK 31, PAGE 213, OF WEATHERSFIELD LAND RECORDS.

(10) FLOWAGE RIGHTS RESERVED TO THE AMSDEN LIME COMPANY IN ITS RECEIVER'S DEED TO WILLIAM BLAIR RECORDED IN BOOK 29, PAGE 317, WEATHERSFIELD LAND RECORDS.

(11) WATER RIGHTS, RIGHTS-OF-WAY AND CONDITIONS AS TO MINING CONTAINED IN RECEIVER'S DEED TO HENRICK AIKEN, RECORDED IN BOOK 29, PAGE 290, WEATHERSFIELD LAND RECORDS, AS CONFIRMED BY COURT ORDER IN THE MATTER JOSEPH C. LABELL V. AMSDEN LIME COMPANY, RECORDED IN BOOK 31, PAGE 214, WEATHERSFIELD LAND RECORDS.

(12) COURT ORDER OF JOSEPH C. LABELL V. AMSDEN LIME COMPANY IS DATED NOVEMBER 8, 1941, AMD IS RECORDED IN BOOK 30, PAGE 75 TO 77, WEATHERSFIELD LAND RECORDS.

(13) RESERVATION OF RIGHTS-OF-WAY CONTAINED IN DEED OF JOSEPH C. LABELL TO AMSDEN LIME COMPANY, RECORDED IN BOOK 29, PAGE 229, WEATHERSFIELD LAND RECORDS.

(14) RESERVATION OF QUARRY RIGHTS AND RIGHTS-OF-WAY APPURTENANT THERETO RESERVED BY AMSDEN LIME COMPANY IN ITS DEED TO FRANK OJA AND MARY OJA, RECORDED IN BOOK 28, PAGE 57, WEATHERSFIELD LAND RECORDS.

(15) EASEMENTS GRANTED TO VERMONT HYDRO-ELECTRIC CORPORATION BY CONTRACT RECORDED IN BOOK 27, PAGE 211, WEATHERSFIELD LAND RECORDS.

(16) RIGHT-OF-WAY GRANTED DOROTHY A. MILLER BY WARRANTY DEED RECORDED IN BOOK 26, PAGE 174, WEATHERSFIELD LAND RECORDS.

(17) POLE LINE RIGHTS GRANTED TO L.M. WHEELOCK BY POLE LINE CONTRACT RECORDED IN BOOK 24, PAGE 142, WEATHERSFIELD LAND RECORDS.

(18) EASEMENTS GRANTED TO JONES AND LAMSON POWER COMPANY BY DEED RECORDED IN BOOK 23, PAGE 262, WEATHERSFIELD LAND RECORDS.

(19) EASEMENTS GRANTED TO CLAREMONT POWER COMPANY BY DEED RECORDED IN BOOK 23, PAGE 256, WEATHERSFIELD LAND RECORDS.

(20) FLOWAGE RIGHTS CONVEYED THE TO JONES AND LAMSON MACHINE COMPANY BY WARRANTY DEED, RECORDED IN BOOK 23, PAGE 102, OF WEATHERSFIELD LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320214
PROPERTY NAME: MOORE, ALICIA
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN WEATHERSFIELD IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT AN IRON PIN SET IN A STONEWALL ON THE SOUTHERLY RIGHT-OF-WAY LIMIT OF VERMONT ROUTE #131, SAID IRON PIN BEING LOCATED APPROXIMATELY 180', MORE OR LESS, WESTERLY FROM THE WEST END OF A BRIDGE OVER SHERMAN'S BROOK, SAID IRON PIN ALSO BEING THE NORTHEAST CORNER OF THE PARCEL BEING DESCRIBED;

THENCE SOUTH 13 DEGREES, 52' EAST 442', MORE OR LESS, PASSING THROUGH A THIRTY-SIX INCH (36") PINE TO AN IRON PIN IN THE CENTERLINE OF A UTILITY EASEMENT MENTIONED IN VOLUME 36, PAGE 115;

THENCE SOUTH 5 DEGREES 37' WEST 147', MORE OR LESS, TO AN IRON PIN;

THENCE SOUTH 21 DEGREES 20' WEST 133', MORE OR LESS, TO AN IRON PIN;

THENCE SOUTH 19 DEGREES 57' WEST 103', MORE OR LESS, TO AN IRON PIN;

THENCE SOUTH 38 DEGREES 02' WEST 216', MORE OR LESS, TO AN IRON PIN;

THENCE SOUTH 3 DEGREES 35' EAST 595', MORE OR LESS, TO UTILITY POLE #126 STANDING ON THE BASE LINE OF A UTILITY EASEMENT MENTIONED IN VOLUME 27, PAGE 65;

SUBJECT TO:

1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

THENCE SOUTH 16 DEGREES 43' EAST, 1,226', MORE OR LESS, TO THREE STONES NEAR A FENCE CORNER, THE PREVIOUS SEVEN COURSES ARE MARKED BY A RED-BLAZED LINE AND RUN ALONG THE WESTERLY LINE OF MOORE PARCEL "A";

THENCE SOUTH 10 DEGREES, 00' WEST 1,267', MORE OR LESS, ALONG A RED-BLAZED LINE AND THE WESTERLY LINE OF LAND NOW OR FORMERLY OF THORPE TO A DRILL HOLE IN A LARGE ROCK AT THE EASTERLY END OF A STONEWALL;

THENCE NORTH 77 DEGREES 41' WEST 408', MORE OR LESS, ALONG A STONEWALL TO A STONEWALL INTERSECTION;

THENCE NORTH 78 DEGREES 17' WEST 389', MORE OR LESS, ALONG A STONEWALL TO A STONEWALL INTERSECTION;

THENCE SOUTH 5 DEGREES 10' WEST 73', MORE OR LESS, ALONG A STONEWALL TO A STONEWALL CORNER;

THENCE NORTH 69 DEGREES 28' WEST 56', MORE OR LESS, ALONG A STONEWALL TO A STONEWALL CORNER;

THENCE SOUTH 24 DEGREES 05' WEST 14', MORE OR LESS, ALONG A STONEWALL TO A STONEWALL CORNER;

THENCE NORTH 74 DEGREES 07' WEST 181', MORE OR LESS, ALONG A STONEWALL TO THE WESTERLY END THEREOF;

THENCE NORTH 80 DEGREES 02' WEST 58', MORE OR LESS, PASSING JUST NORTHERLY OF AN OLD FOUNDATION TO THE EASTERLY END OF A STONEWALL;

THENCE NORTH 69 DEGREES 30' WEST 280', MORE OR LESS, ALONG A STONEWALL AND AN EXTENTION THEREOF TO AN IRON PIN;

THENCE NORTH 10 DEGREES 51' EAST 712', MORE OR LESS, ALONG A RED-BLAZED LINE TO THE SOUTHERLY END OF A STONEWALL;

THENCE NORTH 10 DEGREES 20' EAST 775', MORE OR LESS, ALONG A STONEWALL TO AN IRON PIN;

THENCE NORTH 68 DEGREES 21' WEST 1,060', MORE OR LESS, ALONG A RED-BLAZED LINE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

TO AN IRON PIN;

THENCE CONTINUING NORTH 68 DEGREES 21' WEST 13', MORE OR LESS, TO THE HIGH WATER MARK OF THE BRANCH BROOK, THE PREVIOUS TWELVE COURSES RUN ALONG LANDS NOW OR FORMERLY OF HATHORN ENTERPRISES, INC.;

THENCE NORTHEASTERLY 545', MORE OR LESS, ALONG SAID HIGH WATER MARK TO THE APPROXIMATE LOCATION OF AN OLD DAM;

THENCE NORTHWESTERLY 15', MORE OR LESS, TO THE EASTERLY BANK OF SAID BRANCH BROOK;

THENCE NORTHEASTERLY 545', MORE OR LESS, ALONG SAID EASTERLY BANK;

THENCE NORTH 28 DEGREES 40' EAST 80', MORE OR LESS, TO AN IRON PIN;

THENCE CONTINUING NORTH 28 DEGREES 40' EAST 136', MORE OR LESS, TO AN IRON PIN;

THENCE NORTH 18 DEGREES 29' EAST 341', MORE OR LESS;

THENCE NORTH 11 DEGREES 35' EAST 192', MORE OR LESS, TO AN IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LIMIT OF VERMONT ROUTE #131, THE PREVIOUS FOUR COURSES ARE MARKED BY A RED-BLAZED LINE AND RUN ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THOMAS J. AND LUCILLE M. GRAMLING;

THENCE EASTERLY 1,250', MORE OR LESS, ALONG SAID RIGHT-OF-WAY LIMIT TO THE PLACE OF BEGINNING.

THE AREA WITHIN THE ABOVE DESCRIBED PARCEL CONTAINS 125 ACRES, MORE OR LESS, AND IS PART OF THE ORIGINAL LOTS NUMBERED FORTY-SIX (46) FORTY-SEVEN (47) FIFTY (50) AND FIFTY-ONE (51) OF THE IV DIVISION OF WEATHERSFIELD. REFERENCE IS HEREBY MADE TO A SURVEY ENTITLED, "A PORTION OF THE PROPERTY OF CLIFTON W. AND ALICIA MOORE, WEATHERSFIELD, VERMONT" BY SOUTHERN VERMONT SURVEYS, DRAWING #1131-78, DATED AUGUST 1, 1978.

THE WITHIN PARCEL BEING A PART OF THE SAME PREMISES CONVEYED TO CLIFTON W. MOORE AND ALICIA MOORE, THE GRANTOR HEREIN, HUSBAND AND WIFE, BY WARRANTY DEED OF REGINALD K. MOORE AND CHARLOTTE JUNE MOORE, DATED MARCH 7, 1945, AND RECORDED IN THE TOWN OF WEATHERSFIELD LAND RECORDS IN VOLUME 30 AT PAGE 492.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

CAMC-Greco-000774

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

SUBJECT TO:

(1) NOTICE OF AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL DATED JUNE 10, 1986 AND RECORDED IN BOOK 68, PAGE 385, OF WEATHERSFIELD LAND RECORDS.

(2) TERMS AND CONDITIONS OF LAND USE PERMIT NO. 2S0411 DATED FEBRUARY 9, 1979 AND RECORDED IN BOOK 56, PAGE 472, OF WEATHERSFIELD LAND RECORDS.

(3) EASEMENTS GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY EASEMENT DEEDS RECORDED IN BOOK 52, PAGE 112, AND BOOK 43, PAGE 171, OF WEATHERSFIELD LAND RECORDS.

(4) EASEMENTS GRANTED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY EASEMENT DEED RECORDED IN BOOK 42, PAGE 113, OF WEATHERSFIELD LAND RECORDS.

(5) EASEMENTS GRANTED TO VERMONT ELECTRIC POWER COMPANY, INC. BY EASEMENT DEED RECORDED IN BOOK 36, PAGE 115, OF WEATHERSFIELD LAND RECORDS. A MAP IS RECORDED IN BOOK 36, PAGE 117, OF WEATHERSFIELD LAND RECORDS.

(6) THE WARRANTY DEED OF CLIFTON MOORE AND ALICIA MOORE TO FRANCES MOORE AND ELEANOR MOORE, DATED MAY 20, 1967, OF RECORD IN BOOK 43, PAGE 141, CONTAINS A RIGHT-OF-WAY WHICH MAY BE CHECKED BY REVIEWING THE DEED. IT IS AFFECTS THE PROPERTY OF WINDSOR, A SURVEYOR WILL HAVE TO DETERMINE.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: 320216
PROPERTY NAME: MCGEARY, FRANCIS A.
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

CERTAIN LANDS CONVEYED IN DEED DATED JUNE 13, 1956 BETWEEN FRANCIS A. MCGEARY TO EASTERN MAGNESIA TALC CO., INC. RECORDED IN BOOK 38, PAGE 89, TOWN OF CHESTER LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

PROPERTY NUMBER: NEW
PROPERTY NAME: FONTAINE
INTEREST TYPE: OWNED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

WARRANTY DEED DATED MARCH 6, 1992 BETWEEN NORMAN H. FONTAINE AND BEVERLY P. FONTAINE; GARY DEAN FONTAINE; WENDY SUE RONDEAU, GRANTOR, AND CYPRUS WINDSOR MINERALS CORPORATION, GRANTEE, RECORDED AT BOOK 46; PAGES 263-265 IN THE RECORDS OF THE TOWN CLERK OF WEST WINDSOR, VERMONT, AS FOLLOWS:

BEING A PARCEL OF LAND CONTAINING 40.00 ACRES OFF THE NORTHWESTERLY CORNER OF LANDS OF FONTAINE, AND BEING A PART OF THE PREMISES CONVEYED TO SAID FONTAINE BY ELIZA M. PARKER BY WARRANTY DEED RECORDED IN BOOK 26, PAGES 344-345 OF THE WEST WINDSOR LAND RECORDS AND IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LANDS OF FONTAINE AT A POINT MARKED BY THE NORTHERLY END OF A STONE WALL;

THENCE SOUTH 68 DEGREES 30' EAST A DISTANCE OF 1746.3 FEET PARTIALLY ALONG A STONE WALL AND LANDS OF CYPRUS TO A POINT MARKED BY AN IRON PIPE, WHICH IRON PIPE IS LOCATED NORTH 68 DEGREES 30' WEST, 933.8 FEET FROM THE NORTHEAST CORNER OF LANDS OF FONTAINE AND THE "MILL BROOK" SO-CALLED;

THENCE TURNING AND PROCEEDING SOUTH 16 DEGREES 50' WEST, A DISTANCE OF 1000.0 FEET ALONG LANDS BEING RETAINED BY FONTAINE TO A POINT;

THENCE TURNING AND PROCEEDING NORTH 68 DEGREES 30' WEST, A DISTANCE OF 1746.4 FEET ALONG LANDS BEING RETAINED BY FONTAINE TO A POINT NEAR THE NORTHERLY END OF A STONE WALL;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

THENCE TURNING AND PROCEEDING NORTH 16 DEGREES 50' EAST, A DISTANCE OF 1001.0 FEET PARTIALLY ALONG A STONE WALL AND ALONG LANDS NOW OR FORMERLY OF SALTER AND LANDS OF CYPRUS TO THE POINT AND PLACE OF BEGINNING.

REFERENCE IS HEREBY MADE TO A MAP PREPARED BY BRUNO ASSOCIATES, INC., P.C., ENTITLED "BOUNDARY SURVEY, FONTAINE PARCEL, WEST WINDSOR, WINDSOR COUNTY, VERMONT, FOR CYPRUS WINDSOR MINERALS CORP." DATED DECEMBER 20, 1991 AND ABOUT TO BE RECORDED IN THE WEST WINDSOR LAND RECORDS.

FERENCE IS ALSO MADE TO A WARRANTY DEED FROM NORMAN H. FONTAINE AND VERLY P. FONTAINE TO NORMAN H. FONTAINE, BEVERLY P. FONTAINE, NANCY PRITCHARD, GARY DEAN FONTAINE AND WENDY SUE RONDEAU DATED FEBRUARY 1989 AND RECORDED ON FEBRUARY 23, 1989 IN BOOK 41, PAGES 450-451 THE WEST WINDSOR LAND RECORDS.

ERENCE IS MADE TO THE ABOVE DEEDS AND RECORDS AND THE DEEDS AND ORDS THEREIN REFERRED TO FOR A MORE PARTICULAR DESCRIPTION OF PREMISES BEING CONVEYED.

JECT TO:

) RIGHTS AND EASEMENTS CONVEYED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION BY DEEDS DATED AND RECORDED AS FOLLOWS:

A) MAY 26, 1966; VOLUME 16, PAGE 47
B) DECEMBER 13, 1963; VOLUME 15, PAGE 22
C) NOVEMBER 5, 1963; VOLUME 15, PAGE 5

) RIGHTS AND EASEMENTS CONVEYED TO CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY BY DEED DATED AUGUST 6, 1962 AND RECORDED IN VOLUME 14, PAGE 436, OF THE WEST WINDSOR LAND RECORDS.

RIGHTS AND EASEMENTS CONVEYED TO TOWN OF WEST WINDSOR BY DEEDS DATED AND RECORDED AS FOLLOWS:

ECT TO:

EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND TS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS OUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT EY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1a

FEE PROPERTY

A) FEBRUARY 23, 1954; VOLUME 13, PAGE 205
B) FEBRUARY 23, 1954; VOLUME 13, PAGE 202

4) RIGHTS AND EASMENTS CONVEYED TO MATTESON BY DEED DATED OCTOBER 18, 1972 AND RECORDED IN VOLUME 19, PAGE 34 OF THE WEST WINDSOR LAND RECORDS.

5) PROTECTIVE COVENANTS, DATED OCTOBER 16, 1987 AND RECORDED IN VOLUME 39, PAGE 305 OF THE WEST WINDSOR LAND RECORDS.

6) RIGHTS AND EASEMENTS CONVEYED TO FONTAINE BY DEED DATED AUGUST 20, 1962 AND RECORDED IN VOLUME 14, PAGE 282 OF THE WEST WINDSOR LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-1b

FEE PROPERTY

(Unpatented Millsite Claims)

PROPERTY NUMBER: 320088
PROPERTY NAME: BEAVERHEAD MILL SITE
INTEREST TYPE: OWNED
PROPERTY TYPE: MILLSITE(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

UNPATENTED MILL SITE CLAIM DESCRIBED AS FOLLOWS:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MPM, MADISON COUNTY, MONTANA
SECTION: 13 (portion thereof)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
BEAVERHEAD MILL SITE	168	221			M MC 66084

NOTE:

Unpatented millsite claims represent a possessory interest in surface rights only.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320054
PROPERTY NAME: SILVER GLOSS CLMS.
INTEREST TYPE: OWNED
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: CALIFORNIA
COUNTY NAME: SAN BERNARDINO

LAND DESCRIPTION:

TWO PATENTED CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 20 NORTH, RANGE 9 EAST

SECTION 34: (A PORTION THEREOF)

SILVER GLOSS LODE CLAIM	14.193 AC.
SILVER GLOSS NO. 1 LODE CLAIM	19.889 AC.

PATENT NO. 1140757

CONTAINING 34.082 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320060
PROPERTY NAME: TALC A & B CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: CALIFORNIA
COUNTY NAME: SAN BERNARDINO

LAND DESCRIPTION:

TWO PATENTED LODE MINING CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 19 NORTH, RANGE 8 EAST

SECTION 36 (PORTION THEREOF)

TALC A LODE CLAIM	MS 6498	PATENT 1140758
TALC B LODE CLAIM	MS 6498	PATENT 1140758

CONTAINING 32.423 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320095
PROPERTY NAME: SILVER LAKE MINE
INTEREST TYPE: OWNED
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: CALIFORNIA
COUNTY NAME: SAN BERNARDINO

LAND DESCRIPTION:

THREE PATENTED CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 16 NORTH, RANGE 9 EAST

SECTION 11: (PORTION THEREOF)

ADDENDA LODE
COMPLETION LODE
FLORENCE MILLSITE

PATENT #1029014, RECORDED IN BOOK 520, PAGE 205, SAN BERNARDINO COUNTY, CALIFORNIA

CONTAINING 46.32 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320020
PROPERTY NAME: DILLON, CLIFTON
INTEREST TYPE: OWNED
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

THREE PATENTED CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 8 SOUTH, RANGE 1 WEST

SECTIONS 33 & 34: (A PORTION THEREOF)

DODGE LODE MINING CLAIM	SURVEY NO. 6654
GROVE LODE MINING CLAIM	SURVEY NO. 8383
DUGAN LODE MINING CLAIM (A/K/A DOUGAN)	SURVEY NO. 8384

CONTAINING 60 ACRES, MORE OR LESS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320028
PROPERTY NAME: LOYCE CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

FIVE PATENTED MINING CLAIMS AS DESCRIBED BELOW:

TOWNSHIP 8, BLOCK 57

SECTIONS 22, 23, AND 26: (PORTION THEREOF)

LOYCE NO. 3	20.61 AC.	MINERAL AWARD M-37258
LOYCE NO. 4	20.66 AC.	MINERAL AWARD M-37257
LOYCE NO. 5	20.61 AC.	MINERAL AWARD M-37255
LOYCE NO. 6	20.66 AC.	MINERAL AWARD M-39587
LOYCE NO. 7	10.30 AC.	MINERAL AWARD M-40020

CONTAINING 92.84 ACRES, MORE OR LESS.

SUBJECT TO:

1) PRODUCTION ROYALTY PAYABLE TO THE STATE OF TEXAS FOR 6.25% OF PRODUCTION IN ACCORDANCE WITH SECTION 1, CHAPTER 9, ACTS OF THE 44TH LEGISLATURE; 1935, AND WHICH MAY BE AMENDED FROM TIME TO TIME.

2) SUBJECT TO AN OVERRIDING ROYALTY INTEREST OF $.35/TON TO MS. LOYCE ROSSMAN COOLEY, AS DESCRIBED IN LETTER DATED APRIL 23, 1958 FROM SOUTHWESTERN TALC CORP. AND WILLIAM ROSSMAN.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

3) MINERAL LEASE BETWEEN CYPRUS MINES CORPORATION, LESSOR, AND ROBERT M. BRITTINGHAM AND JOHN G. BRITTINGHAM, LESSEE, DATED MARCH 20, 1989. THE LEASE CONTAINS A PRIMARY TERM OF 10 YEARS WHICH CAN BE EXTENDED BY PAYMENT OF MINIMUM RENT/ROYALTIES.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320030
PROPERTY NAME: SOUTHWESTERN CLMS.
INTEREST TYPE: OWNED
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

EIGHTEEN PATENTED CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 8, BLOCK 57

SECTIONS 22, 23, 26 (PORTIONS THEREOF)

	ACREAGE	PATENT DATE	MINERAL AWARD NO.
SOUTHWESTERN NO. 1A	10.04	5/23/60	43348
SOUTHWESTERN NO. 1B	10.04	5/23/60	43349
SOUTHWESTERN NO. 2	20.66	5/23/60	43696
SOUTHWESTERN NO. 3	3.96	5/23/60	43697
SOUTHWESTERN NO. 4	17.10	5/23/60	43698
SOUTHWESTERN NO. 5	19.85	5/23/60	43699
SOUTHWESTERN NO. 6	19.94	5/23/60	43700
SOUTHWESTERN NO. 7	20.66	5/23/60	43701
SOUTHWESTERN NO. 8	20.66	2/28/62	46287
SOUTHWESTERN NO. 9	20.66	2/28/62	47119
SOUTHWESTERN NO. 10	19.49	3/16/65	50165
SOUTHWESTERN NO. 11	20.66	3/16/65	50167

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

SOUTHWESTERN NO. 12	20.66	3/16/65	50166
SOUTHWESTERN NO. 13	18.62	9/13/79	51389
SOUTHWESTERN NO. 14	20.66	9/13/79	51390
SOUTHWESTERN NO. 15	20.66	9/13/79	51391
SOUTHWESTERN NO. 16	20.55	9/13/79	51392
SOUTHWESTERN NO. 17	17.72	9/13/79	51393

CONTAINING 301.93 ACRES, MORE OR LESS.

SUBJECT TO:

1) PRODUCTION ROYALTY PAYABLE TO THE STATE OF TEXAS FOR 6.25% OF PRODUCTION IN ACCORDANCE WITH SECTION 1, CHAPTER 9, ACTS OF THE 44TH LEGISLATURE; 1935, AND WHICH MAY BE AMENDED FROM TIME TO TIME.

2) SUBJECT TO AN OVERRIDING ROYALTY INTEREST OF $.35/TON TO MS. LOYCE ROSSMAN COOLEY, AS DESCRIBED IN LETTER DATED APRIL 23, 1958 FROM SOUTHWESTERN TALC CORP. AND WILLIAM ROSSMAN.

3) MINERAL LEASE BETWEEN CYPRUS MINES CORPORATION, LESSOR, AND ROBERT M. BRITTINGHAM AND JOHN G. BRITTINGHAM, LESSEE, DATED MARCH 20, 1989. THE LEASE CONTAINS A PRIMARY TERM OF 10 YEARS WHICH CAN BE EXTENDED BY PAYMENT OF MINIMUM RENT/ROYALTIES.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-1c

FEE PROPERTY

(Patented Mining Claims)

PROPERTY NUMBER: 320029
PROPERTY NAME: DAVID CLAIMS
INTEREST TYPE: OVERRIDING ROYALTY
PROPERTY TYPE: PAT LODE CLAIM(S)
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

FOUR PATENTED CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 8, BLOCK 57

SECTION 8: (PORTION THEREOF)

	ACREAGE	PATENT DATE	MINERAL AWARD NO.
DAVID NO. 1	20.66	6/6/58	M-39583
DAVID NO. 2	20.66	6/6/58	M-39584
DAVID NO. 3	20.66	6/6/58	M-39585
DAVID NO. 4	20.66	6/6/58	M-39586

CONTAINING 82.64 ACRES, MORE OR LESS.

SUBJECT TO:

1) QUITCLAIM DEED FROM CYPRUS MINES CORPORATION TO DAL BRIAR CORP. SUBJECT TO CYPRUS MINES CORPORATION'S RESERVATION OF A $.50/TON OVERRIDING ROYALTY INTEREST.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

REDACTED DOCUMENT

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SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320162
PROPERTY NAME: HOLDEN, HELEN
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: ORLEANS

LAND DESCRIPTION:

THE LOUIS FLUREY FARM, SO-CALLED, SITUATED ON THE EAST HILL ROAD IN THE TOWN OF TROY CONTAINING ONE HUNDRED EIGHTEEN AND ONE-HALF (118.5) ACRES, MORE OR LESS, AND COMPRISING THE SOUTHERLY HALF OF LOT 92 AND THE NORTHERLY HALF OF LOT 91, ALSO THAT PORTION OF LOT 99 BETWEEN THE SOUTHERLY HALF OF LOT 92 AND THE SAID EAST HILL ROAD, AND THAT PORTION OF LOT 100 BETWEEN THE NORTHERLY HALF OF LOT 91 AND THE EAST HILL ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON PIPE DRIVEN IN THE GROUND FOR A CORNER ON THE LOT LINE BETWEEN LOTS 53 AND 91, AND HALF WAY BETWEEN THE SOUTH WEST AND NORTHWEST CORNERS OF SAID LOT 91; THENCE RUNNING NORTH 14 DEGREES, 45 MINUTES EAST 108 RODS TO AN IRON PIPE DRIVEN IN THE GROUND FOR A CORNER; THENCE RUNNING SOUTH 72 DEGREES, 35 MINUTES EAST 157 RODS TO AN IRON AXLE DRIVEN IN THE GROUND FOR A CORNER AT THE LIMITS OF THE EAST HILL ROAD, SO-CALLED; THENCE RUNNING SOUTHERLY ALONG THE LIMITS OF THE EAST HILL ROAD 109 RODS TO AN IRON PIPE DRIVEN IN THE GROUND FOR A CORNER; THENCE NORTH 14 DEGREES 45 MINUTES WEST 178 RODS TO THE PLACE OF BEGINNING; CONTAINING 118.5 ACRES; AND THE SURVEY MADE WITH NO ALLOWANCE FOR THE MAGNETIC DECLINATION.

BEING ALL AND THE SAME PREMISES CONVEYED TO WALTER H. CLEARY BY THE VALLEY SAVINGS BANK AND TRUST COMPANY BY DEED DATED DECEMBER 30, 1930, RECORDED IN BOOK 28, PAGES 176-177 OF THE LAND RECORDS OF SAID TOWN OF TROY, AND CONVEYED BY SAID WALTER H. CLEARY TOT HE VERMONT MARBLE COMPANY BY DEED DATED DECEMBER 7, 1933, RECORDED IN BOOK 27, PAGE 194 OF SAID LAND RECORDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320155
PROPERTY NAME: GIBBS, LEON ET AL.
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

BEING THE SAME LANDS AND PREMISES CONVEYED TO LEON E. GIBBS, JR. AND GLENN C. GIBBS, GRANTORS, BY WARRANTY DEED OF HATTIE M. GIBBS DATED OCTOBER 16, 1973 AND RECORDED IN BOOK 41, PAGE 336 OF THE TOWNSHEND LAND AND RECORDS, AND IN SAID DEED PREMISES DESCRIBED AS FOLLOWS:

"BEING A PART OF THE PREMISES CONVEYED TO LEON E. GIBBS, SR. AND HATTIE M. GIBBS BY WARRANTY DEED OF THERON FISHER AND IVA FISHER ABOUT 1946. THE PART HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEING ABOUT 35 ACRES OF LAND AND BOUNDED ON THE NORTH BY EAST HILL ROAD, SO-CALLED, ON THE WEST BY LANDS NOW OR FORMERLY OF EDWARD LEMAY, ON THE SOUTH BY LANDS OF KINCAID, AND ON THE EAST BY THE BACK ROAD LEADING TO WEST TOWNSHEND AND LANDS OF ROBERT ANTAYA.

MEANING AND INTENDING TO CONVEY TO OMYA, INC. ANY AND ALL OF ANY REMAINING LANDS OF THE GRANTOR LOCATED IN THE TOWNS OF TOWNSHEND OR WINDHAM.

THE GRANTOR, HATTIE M. GIBBS, BECAME SOLE OWNER OF THE WITHIN PREMISES UPON THE DEATH OF HER HUSBAND, LEON E. GIBBS, SR. IN 1972."

EXCEPTING AND RESERVING FROM THE OPERATION OF THIS DEED IS A STRIP OF LAND 300.0 FEET IN WIDTH ALONG THE NORTHERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY AND FRONTING ON A TOWN ROAD, AND A STRIP OF LAND 400.0 FEET IN WIDTH ALONG THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PREMISES, AND ALSO FRONTING ON A TOWN ROAD.

CONTAINING 35.0 MINERALS ACRES, MORE OR LESS, LOCATED IN WINDHAM COUNTY, VERMONT.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

ALSO GRANTING TO OMYA, INC., OR ITS SUCCESSORS, THE FIRST RIGHT TO PURCHASE FROM LEON E. GIBBS, JR. AND GLENN C. GIBBS, GRANTORS, THE TWO STRIPS OF LAND RESERVED FOR THE OPERATION OF THIS DEED IN THE PRECEDING PARAGRAPH.

SUBJECT TO:

PRODUCTION ROYALTY AND MINIMUM ADVANCE ROYALTY AS SET FORTH IN AGREEMENT BETWEEN LEON E. GIBBS, JR. AND GLENN C. GIBBS, SELLER, AND OMYA, INC., BUYER, DATED JANUARY 13, 1981 (UNRECORDED).

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320157
PROPERTY NAME: STEVENS & THOMPSON
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

CERTAIN PARCELS OF LAND SITUATED IN THE TOWNS OF WINDHAM, GRAFTON AND AND TOWNSEND, IN THE COUNTY OF WINDHAM, STATE OF VERMONT, AS FOLLOWS:

BEGINNING IN WINDHAM AT A STAKE AND STONES IN THE WEST SIDE OF THE HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE AT THE NORTHEAST CORNER OF LANDS CONVEYED TO RUPERT CARLETON BY VERMONT MARBLE BY DEED DATED OCTOBER 30, 1935, THENCE IN BLAZED LINES ABOUT AS FOLLOWS:

1. N 69 DEGREES 46 MINUTES W, 110.4 FEET TO A STAKE AND STONES AT CARLETON'S NORTHWEST CORNER; THENCE

2. S 16 DEGREES 14 MINUTES W, 459.7 FEET TO A SPRUCE AT CARLETON'S SOUTHWEST CORNTER; THENCE

3. S 82 DEGREES W, 169 FEET TO A SPRUCE TREE; THENCE

4. S 61 DEGREES 35 MINUTES W, 449 FEET TO A STAKE AND STONES AT THE SOUTHWESTERLY CORNER OF ALNDS CONVEYED TO GEORGE STOWELL BY VERMONT MARBLE COMPANY BE DEED DATED OCTOBER 30, 1935; THENCE

5. N 57 DEGREES W, 1010 FEET TO AN OLD STAKE AND STONES IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY KNOWN AS THE AXTELL OR INGALLS FARM; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

6. S 15 DEGREES 50 MINUTES W, 462 FEET TO A STAKE AND STONES; THENCE

7. N 57 DEGREES 30 MINUTES W, 1987 FEET TO AN OLD STAKE AND STONES; THENCE

8. N 15 DEGREES 50 MINUTES E, 700 FEET TO AN OLD STAKE AND STONES; THENCE

9. N 59 DEGREES 30 MINUTES W, 534.5 FEET TO A POINT; THENCE

10. N 55 DEGREES 34 MINUTES W, 1798 FEET TO A SPRUCE TREE CORNER; THENCE

11. N 17 DEGREES 30 MINUTES E, 710 FEET TO A STAKE AND STONES; THENCE

12. S 73 DEGREES, 811 FEET TO AN OLD STAKE AND STONES IN WHAT IS KNOWN AS HARFORD CORNER; THENCE

13. N 46 DEGREES 30 MINUTES W, 2870 FEET TO A SPRUCE TREE CORNER; THENCE

14. S 83 DEGREES 35 MINUTES E, 2500 FEET TO A STAKE AND STONES IN THE WEST LINE OF LAND NOW OR FORMERLY KNOWN AS THE HARINGTON LOT; THENCE

15. N 16 DEGREES 10 MINUTES E, 1190 FEET TO A STAKE AND STONES; THENCE

16. S 69 DEGREES 10 MINUTES E, 1257 FEET TO A WHITE ASH TREE; THENCE

17. S 12 DEGREES 45 MINUTES W, 277.5 FEET TO A YELLOW BIRCH CORNER; THENCE

18. S 11 DEGREES 30 MINUTES E, 635.5 FEET TO A STAKE AND STONES; THENCE

19. S 28 DEGREES 30 MINUTES W, 1008.3 FEET TO A STAKE AND STONES; THENCE

20. S 59 DEGREES 20 MINUTES W, 447.7 FEET TO A STAKE AND STONES; THENCE

21. S 40 DEGREES 40 MINUTES W, 780 FEET TO A POINT IN THE NORTH LINE OF SAID AXTELL OR INGALLS FARM; THENCE

22. S 60 DEGREES 15 MINUTES E, 232 FEET TO AN OLD STAKE AND STONES; THENCE

23. S 57 DEGREES 30 MINUTES E, 2470 FEET TO AN OLD STAKE AND STONES; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

24. S 44 DEGREES 15 MINUTES E, 253 FEET TO A POINT; THENCE

25. S 63 DEGREES 30 MINUTES E, 256 FEET TO A STAKE AND STONES; THENCE

26. N 15 DEGREES 40 MINUTES E, 1613 FEET TO A POINT IN THE SOUTH LINE OF AN OLD ROAD; THENCE

27. EASTERLY IN THE SOUTH LINE OF SAID OLD ROAD ABOUT 330 FEET TO A WHITE BIRCH STUMP; THENCE

28. S 5 DEGREES 20 MINUTES E, 720.6 FEET TO A YELLOW BIRCH TREE; THENCE

29. S 86 DEGREES 45 MINUTES E, 280 FEET TO A STAKE SET IN AN OLD WHITE BIRCH STUMP IN THE WESTERLY LINE OF THE HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE; THENCE

30. SOUTHERLY IN THE WESTERLY LINE OF SAID HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE ABOUT 475 FEET TO A POINT IN THE EXTENSION WESTERLY OF THE SOUTHERLY LINE OF LANDS SUPPOSED TO BE NOW OR FORMERLY OF GILES; THENCE

31. S 81 DEGREES 5 MINUTES E, 892 FEET TO A POINT; THENCE

32. N 16 DEGREES 21 MINUTES E, 1358.4 FEET TO A BALSAM TREE CORNER; THENCE

33. S 68 DEGREES 8 MINUTES E, 1301.5 FEET TO A POINT AT THE INTERSECTION OF OLD WALLS; THENCE

34. N 20 DEGREES 40 MINUTES E, 730.4 FEET TO A POINT; THENCE

35. N 2 DEGREES 25 MINUTES E, 213 FEET TO A POINT; THENCE

36. N 53 DEGREES 15 MINUTES W, 56 FEET TO A POINT; THENCE

37. N 29 DEGREES 30 MINUTES W, 536 FEET TO A POINT IN THE SOUTHERLY LINE OF THE HIGHWAY LEADING SOUTH FROM NORTH WINDHAM; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

38. IN THE SOUTHERLY LINE OF SAID HIGHWAY LEADING SOUTH FROM NORTH WINDHAM ABOUT 3000 FEET TO THE EAST LINE OF LAND SUPPOSED TO BE NOW OR FORMERLY OF MC KELLIP; THENCE

39. S 10 DEGREES 50 MINUTES W, 787 FEET TO A POINT; THENCE

40. S 77 DEGREES 25 MINUTES E, 1141 FEET TO A POINT; THENCE

41. S 17 DEGREES 10 MINUTES W, 1545 FEET TO A STAKE; THENCE

42. S 72 DEGREES 50 MINUTES E, 174 FEET TO HOLMAN BROOK; THENCE

43. EASTERLY OR NORTHEASTERLY ALONG HOLMAN BROOK 1350 FEET TO A STAKE; THENCE

44. N 17 DEGREES 15 MINUTES W, 978 FEET TO A POINT IN THE SOUTHERLY LINE OF AN OLD ROAD LEADING TO HOUGHTONVILLE; THENCE SOUTHEASTERLY

45. IN THE SOUTHWESTERLY LINE OF SAID ROAD TO HOUGHTONVILLE, 860 FEET TO A POINT IN THE NORTHWESTERLY CORNER OF LAND SUPPOSED TO BE THE LOT SOUTH OF THE ROAD NOW OR FORMERLY OF RHOADES; THENCE

46. ALONG RHOADES' BOUNDARY AS FOLLOWS:

A) S 10 DEGREES W, 1789 FEET TO A SPRUCE CORNER; THENCE

B) S 69 DEGREES 45 MINUTES E, 1167 FEET TO A POINT; THENCE

C) S 77 DEGREES E, 274 FEET TO A STAKE; THENCE

D) N 15 DEGREES 10 MINUTES E, 1008 FEET TO A STONE WALL ON THE WEST SIDE OF THE OLD ROAD LEADING FORMERLY TO THE BUTTERS HOUSE; THENCE

E) N 41 DEGREES 30 MINUTES W, 78.6 FEET TO A POINT; THENCE

F) N 91 DEGREES 50 MINUTES 2, 85 FEET TO A BLAC CHERRY TREE; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

G) N 57 DEGREES W, 303 FEET TO A POINT; THENCE

H) N 1 DEGREE 40 MINUTES E, 224 FEET TO A STAKE IN THE SOUTH LINE OF SAID ROAD TO HOUGHTONVILLE AT THE NORTHEAST CORNER OF LAND OF RHOADES; THENCE

47. NORTHERLY ACROSS SAID ROAD TO A STAKE AND STONES IN THE NORTHERLY LINE OF SAID ROAD IN THE SOUTHEASTERLY CORNER OF LAND SUPPOSED TO BE THE RHOADES' LOT NORTH OF THE HIGHWAY AND THENCE IN THE LINE OF LAND OF RHOADES ABOUT AS FOLLOWS:

A) N 54 DEGREES 15 MINUTES E, 82.3 FEET TO A STAKE; THENCE

B) N 14 DEGREES 30 MINUTES E, 128.6 FEET TO A STAKE; THENCE

C) N 78 DEGREES 5 MINUTES E, 352.5 FEET TO A STAKE AT THE CORNER OF A STONE WALL; THENCE

D) N 5 DEGREES 30 MINUTES E, 1987 FEET TO A CORNER; THENCE

E) N 59 DEGREES W, 506 FEET TO A FENCE CORNER; THENCE

F) N 60 DEGREES 40 MINUTES W, 314.5 FEET TO A CORNER; THENCE

G) S 30 DEGREES 40 MINUTES W, 507 FEET TO A LARGE POINTED ROCK 10 FEET HIGH FOR A CORNER; THENCE

H) N 56 DEGREES 20 MINUTES W, 1010 FEET TO THE WEST LINE OF THE OLD HIGHWAY LEADING NORTH TO LAND NOW OR FORMERLY OF GOULD; THENCE

48. SOUTHERLY IN THE WESTERLY LINE OF SAID LAST MENTIONED HIGHWAY 300 FEET TO THE NORTHEAST CORNER OF LAND CONVEYED BY VERMONT MARBLE COMPANY TO ROBERT ULBRICH AND WIFE BY DEED DATED SEPTEMBER 19, 1955; THENCE

49. SOUTHWESTERLY IN THE NORTH LINE OF LAND OF ULBRICH 1100 FEET TO THE NORTHEAST CORNER OF SAID LAND OF ULBRICH IN THE NORTHEASTERLY LINE OF THE HIGHWAY LEADING FROM THE OLD JOHN GOULD PLACE TO THE PLACE KNOWN AS THE JAMES WHITE FARM; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

50. NORTHWESTERLY IN THE NORTHEASTERLY LINE OF SAID ROAD TO THE WHITE FARM, 1000 FEET TO A STAKE; THENCE

51. N 13 DEGREES 52 MINUTES E, 2110 FEET TO A STAKE AT THE END OF A STONE WALL; THENCE

52. N 46 DEGREES 25 MINUTES W, 251.5 FEET TO A STAKE AND STONES; THENCE

53. N 26 DEGREES 15 MINUTES W, 717 FEET TO A STAKE AND STONES; THENCE

54. N 58 DEGREES 30 MINUTES W, 700 FEET TO A STAKE AND STONES; THENCE

55. N 29 DEGREES 20 MINUTES E, 637 FEET TO A POINT; THENCE

56. N 25 DEGREES 40 MINUTES E, 550 FEET TO A STAKE AND STONES; THENCE

57. S 74 DEGREES 40 MINUTES E, 1131 FEET TO A STAKE AND STONES; THENCE

58. N 28 DEGREES E, 350 FEET TO A POINT; THENCE

59. N 20 DEGREES 55 MINUTES E, 372.5 FEET TO A POINT; THENCE

60. N 25 DEGREES 20 MINUTES E, 112 FEET TO A POINT; THENCE

61. N 18 DEGREES 50 MINUTES E, 176.5 FEET TO A POINT; THENCE

62. N 24 DEGREES 5 MINUTES E, 310 FEET TO A POINT; THENCE

63. N 25 DEGREES 40 MINUTES E, 106 FEET TO A POINT; THENCE

64. N 20 DEGREES 40 MINUTES E, 62.8 FEET TO A POINT; THENCE

65. N 14 DEGREES 25 MINUTES E, 259.3 FEET TO A STAKE AND STONES; THENCE

66. N 30 DEGREES 20 MINUTES E, 185.5 FEET TO A STAKE AND STONES ON THE WESTERLY SIDE OF AN OLD ROAD; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

67. ALONG THE CENTER OF AN ABANDONED HIGHWAY ON THE SOUTHEASTERLY SIDE OF THE BROOK, 1000 FEET TO A STAKE AND STONES; THENCE

68. S 57 DEGREES 30 MINUTES E, 185 FEET TO A STAKE; THENCE

69. S 62 DEGREES 20 MINUTES E, 675 FEET TO A STAKE AND STONES; THENCE

70. S 13 DEGREES 50 MINUTES W, 327 FEET TO A STAKE AND STONES; THENCE

71. S 75 DEGREES 20 MINUTES E, 323 FEET TO A CORNER; THENCE

72. S 6 DEGREES 50 MINUTES W, 357 FEET TO A STAKE AND STONES; THENCE

73. S 23 DEGREES 10 MINUTES W, 539 FEET TO A POINT; THENCE

74. S 21 DEGREES 43 MINUTES W, 519 FEET TO AN OLD ROAD; THENCE

75. SOUTHERLY AND EASTERLY ALONG SAID OLD ROAD ABOUT 675 FEET TO A POINT; THENCE

76. N 16 DEGREES 5 MINUTES E, 927 FEET TO A STAKE AND STONES; THENCE

77. S 78 DEGREES 50 MINUTES E, 183.5 FEET TO A STAKE AND STONES; THENCE

78. S 59 DEGREES 59 MINUTES E, 286.8 FEET TO A STAKE AND STONES; THENCE

79. S 52 DEGREES 50 MINUTES E, 165.5 FEET TO A STAKE AND STONES; THENCE

80. N 61 DEGREES 45 MINUTES E, 232 FEET TO A STAKE AND STONES; THENCE

81. N 83 DEGREES E, 159.5 FEET TO A STAKE AND STONES; THENCE

82. S 75 DEGREES E, 434 FEET TO A STAKE AND STONES; THENCE

83. S 71 DEGREES 30 MINUTES E, 328 FEET TO A STAKE AND STONES; THENCE

84. S 15 DEGREES 50 MINUTES W, 1665 FEET TO A STAKE IN A WALL; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

85. S 81 DEGREES 30 MINUTES E, 532 FEET TO A STAKE IN A WALLL; THENCE

86. EASTERLY 650 FEET TO A STAKE IN A WALL; THENCE

87. S 26 DEGREES W, 296 FEET TO A SPRUCE TREE CORNER; THENCE

88. S 3 DEGREES W, 92 FEET TO A STAKE AND STONES; THENCE

89. S 21 DEGREES CO MINUTES E, 1852.8 FEET TO A STAKE AND STONES; THENCE

90. S 4 DEGREES E, 667.8 FEET TO A STAKE AND STONES; THENCE

91. S 22 DEGREES 30 MINUTES W, 867.7 FEET TO A STAKE AND STONES ON THE SOUTHWESTERLY BANK OF THE BROOK; THENCE

92. SOUTHEASTERLY ALONG THE BROOK 68.7 FEET TO A STAKE AND STONES IN THE WINDHAM-GRAFTON TOWN LINE; THENCE IN GRAFTON

93. SOUTHEASTERLY ALONG THE BROOK, 520 FEET TO A STAKE IN A STONE WALL FENCE ON THE NORTHEASTERLY SIDE OF THE BROOK; THENCE

94. S 80 DEGREES E, 453 FEET TO A CORNER; THENCE

95. N 39 DEGREES 45 MINUTES E, 24.5 FEET TO A CORNER; THENCE

96. S 83 DEGREES 30 MINUTES E, 615 FEET TO A STAKE AND STONES; THENCE

97. S 21 DEGREES 45 MINUTES E, 465 FEET TO A STAKE AND STONES IN THE NORTH LINE OF THE OLD ABANDONED ROAD LEADING TO HOUGHTONVILLE AND CONTINUING IN THE SAME LINE ABOUT 50 FEET TO THE SOUTHERLY LINE OF SAID HIGHWAY; THENCE

98. EASTERLY AND SOUTHEASTERLY IN THE SOUTHERLY LINE OF SAID OLD ABANDONED ROAD TO HOUGHTONVILLE TO A POINT MARKING THE NORTHEASTERLY CORNER OF LANDS FORMERLY OF CADORETTE CONVEYED BY H. L. GOULD ET AL TO VERMONT MARBLE COMPANY DATED DECEMBER 31, 1915; THENCE

99. S 14 DEGREES 10 MINUTES W, 969 FEET TO A CORNER; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

100. N 86 DEGREES 50 MINUTES W, 2035 FEET TO AN OLD STONE CORNER NEAR AN OLD WALL; THENCE

101. S 16 DEGREES 15 MINUTES W, 1450 FEET O A STONE CORNER; THENCE

102. S 14 DEGREES 45 MINUTES W, 1300 FEET TO A CORNER; THENCE

103. S 83 DEGREES 14 MINUTES E, 1410 FEET TO AN OLD STONE CORNER IN THE NORTHWEST CORNER OF LANDS CONVEYED BY VERMONT MARBLE COMPANY TO WALTER C. CABELL BY DEED DATED JULY 13, 1920; THENCE

104. IN CABELL'S WEST LINE S 27 DEGREES 40 MINUTES W, 1430 FEET TO A SPRUCE STAKE UNDER A LEDGE 3 FEET HIGH AT THE NORTHWES CORNER OF LAND CONVEYED TO SAID CABELL BY VERMONT MARBLE CO. BY DEED DATED 12/20/43; THENCE

105. IN CABELL'S WEST LINE S 4 DEGREES 20 MINUTES E, 1070 FEET TO A STAKE AND STONES; THENCE

106. S 27 DEGREES 10 MINUTES W, 106 FEET TO A STAKE AND STONES; THENCE

107. S 59 DEGREES 0 MINUTES W, 38 FEET TO A STAKE; THENCE

108. S 40 DEGREES 0 MINUTES W, 135 FEET TO A STAKE AND STONES; THENCE

109. S 9 DEGREES 40 MINUTES E, 141 FEET TO A STAKE AND STONES; THENCE

110. S 37 DEGREES 30 MINUTES W, 172 FEET TO A STAKE; THENCE

111. S 25 DEGREES 40 MINUTES W, 72 FEET TO A STAKE; THENCE

112. S 22 DEGREES 0 MINUTES W, 90 FEET TO A WHITE BIRCH TREE; THENCE

113. S 37 DEGREES 30 MINUTES W, 112 FEET TO A STAKE; THENCE

114. S 31 DEGREES W, 121 FEET TO A STAKE AND STONES AT END OF WALL; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

115. S 7 DEGREES 30 MINUTES E, 78 FEET TO A POPPLE TREE; THENCE

116. S 26 DEGREES 0 MINUTES E, 51 FEET TO A STAKE; THENCE

117. S 15 DEGREES 0 MINUTES E, 136 FEET TO A STAKE; THENCE

118. S 63 DEGREES 10 MINUTES W, 29 FEET TO A STAKE; THENCE

119. S 46 DEGREES 30 MINUTES W, 142 FEET TO A STAKE AND STONES ABOUT IN THE FORK OF AN OLD ROAD OR ALNE; THENCE

120. S 4 DEGREES 30 MINUTES E, 234 FEET TO A STAKE; THENCE

121. S 4 DEGREES 45 MINUTES W, 75 FEET TO A YELLOW BIRCH TREE; THENCE

122. S 1 DEGREE 0 MINUTES E, 119.5 FEET TO A STAKE; THENCE

123. S 7 DEGREES 35 MINUTES E, 592 FEET TO A STAKE NEAR A LARGE BIRCH TREE; THENCE

124. S 39 DEGREES 0 MINUTES E, 184 FEET TO A STAKE; THENCE

125. S 1 DEGREE 35 MINUTES E, 226 FEET TO A STAKE; THENCE

126. S 79 DEGREES 45 MINUTES E, 232 FEET TO A POINT; THENCE

127. S 79 DEGREES 15 MINUTES E, 425 FEET TO A SPRUCE CORNER; THENCE

128. S 84 DEGREES 20 MINUTES E, 662.5 FEET TO A CORNER; THENCE

129. S 11 DEGREES 15 MINUTES W, 275.6 FEET TO A POINT; THENCE

130. S 4 DEGREES 15 MINUTES E, 226.7 FEET TO A POINT; THENCE

131. S 3 DEGREES 30 MINUTES W, 214 FEET TO A POINT; THENCE

132. S 17 DEGREES 35 MINUTES W, 169 FEET TO A POINT; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

133. S 64 DEGREES 15 MINUTES E, 344 FEET TO A STAKE; THENCE

134. S 76 DEGREES 10 MINUTES E, 217.3 FEET TO A STAKE; THENCE

135. S 33 DEGREES 50 MINUTES E, 86 FEET TO A STAKE; THENCE

136. S 15 DEGREES 30 MINUTES W, 278.6 FEET TO A STAKE; THENCE

137. S 15 DEGREES 30 MINUTES W, 1150 FEET TO A BEECH TREE; THENCE

138. S 6 DEGREES 5 MINUTES W, 480 FEET TO A STAKE; THENCE

139. N 85 DEGREES 30 MINUTES E, 1661 FEET TO A STAKE; THENCE

140. S 16 DEGREES 20 MINUTES E, 24 FEET; THENCE

141. S 85 DEGREES 25 MINUTES E, 48.5 FEET TO A STAKE; THENCE

142. S 17 DEGREES 35 MINUTES W, 3380 FEET TO A SPRUCE CORNER; THENCE

143. N 83 DEGREES 0 MINUTES W, 311 FEET TO A CORNER; THENCE

144. S 15 DEGREES 13 MINUTES W, 759.7 FEET TO A POINT; THENCE

145. S 2 DEGREES 35 MINUTES E, 76.4 FEET; THENCE

146. S 9 DEGREES 10 MINUTES W, 584 FEET TO A STAKE AND STONES; THENCE

147. S 4 DEGREES 10 MINUTES W, 229.5 FEET TO A STAKE AND STONES; THENCE

148. S 6 DEGREES 45 MINUTES W, 517 FEET TO A STAKE; THENCE

149. S 10 DEGREES 40 MINUTES W, 573 FEET TO A CORNER; THENCE

150. N 76 DEGREES 30 MINUTES W, 164.7 FEET TO A POINT; THENCE

151. N 81 DEGREES W, 779 FEET TO A WHITE BIRCH TREE; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

152. N 83 DEGREES 50 MINUTES W, 568.6 FEET TO A BEECH TREE; THENCE

153. N 72 DEGREES 40 MINUTES W, 165 FEET TO A YELLOW BIRCH TREE AT THE EASTERLY LINE OF AN OLD ROAD; THENCE

154. SOUTHERLY IN THE EASTERLY LINE OF SAID OLD ROAD ABOUT 600 FEET TO A POINT; THENCE

155. S 16 DEGREES 10 MINUTES W, 1670.3 FEET TO A POINT; THENCE

156. S 83 DEGREES 35 MINUTES E, 1697 FEET TO A STAKE AND STONES; THENCE

157. S 16 DEGREES 30 MINUTES W, 2218 FEET TO A WHITE BIRCH; THENCE

158. S 34 DEGREES 50 MINUTES W, 197 FEET TO A POINT; THENCE

159. S 39 DEGREES 15 MINUTES W, 170 FEET TO A POINT; THENCE

160. S 59 DEGREES 30 MINUTES W, 558 FEET TO A POINT; THENCE

161. S 28 DEGREES 40 MINUTES W, 201 FEET TO WOOLEY BROOK; THENCE

162. SOUTHERLY ALONG WOOLEY BROOK 1500 FEET TO THE SOUTHEAST CORNER IN TOWNSHEND OF LAND CONVEYED BY VESTUS A. WILBUR ET AL TO VERMONT MARBLE COMPANY BY DEED DATED DECEMBER 22, 1906; THENCE IN TOWNSHEND

163. N 82 DEGREES 14 MINUTES W, 866 FEET TO A POINT; THENCE

164. N 84 DEGREES 2 MINUTES W, 1159 FEET TO A STAKE AND STONES IN AN OLD FENCE CORNER; THENCE

165. S 25 DEGREES 10 MINUTES W, 1718 FEET TO A YELLOW BIRCH CORNER; THENCE

166. S 29 DEGREES 36 MINUTES W, 352 FEET TO A MAPLE TREE CORNER; THENCE

167. S 42 DEGREES W, 140 FEET TO A STAKE; THENCE

168. S 36 DEGREES 26 MINUTES W, 192 FEET TO A POINT IN THE NORTHEASTERLY

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

LINE OF THE OLD ROAD LEADING NORTHWESTERLY ALONG STILES BROOK; THENCE

169. NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID OLD ROAD AND ALONG SAID STILES BROOK TO THE NORTHWESTERLY CORNER IN GRAFTON OF LANDS SUPPOSED TO BE NOW OR FORMERLY OF HOLDEN; THENCE IN GRAFTON AND TOWNSHEND

170. S 26 DEGREES W, 1873 FEET TO A HEMLOCK CORNER; THENCE

171. S 17 DEGREES 15 MINUTES W, 56.5 FEET TO A POINT; THENCE

172. S 50 DEGREES 30 MINUTES W, 150 FEET TO A POINT; THENCE

173. S 58 DEGREES 50 MINUTES W, 92 FEET TO A POINT; THENCE

174. S 39 DEGREES 30 MINUTES W, 79.5 FEET TO A POINT; THENCE

175. S 30 DEGREES 15 MINUTES W, 224.5 FEET TO A POINT; THENCE

176. S 50 DEGREES 40 MINUTES W, 114 FEET TO A POINT; THENCE

177. S 57 DEGREES 50 MINUTES W, 172 FEET TO A POINT; THENCE

178. N 88 DEGREES W, 599 FEET TO A POINT; THENCE

179. S 89 DEGREES 25 MINUTES W, 164 FEET TO A POINT; THENCE

180. N 80 DEGREES 30 MINUTES W, 103 FEET TO A POINT; THENCE

181. N 69 DEGREES 5 MINUTES W, 115 FEET TO A POINT; THENCE

182. N 76 DEGREES 45 MINUTES W, 120 FEET TO A POINT; THENCE

183. N 72 DEGREES 20 MINUTES W, 114 FEET TO A POINT; THENCE

184. S 86 DEGREES 5 MINUTES W, 158 FEET TO A POINT; THENCE

185. N 15 DEGREES 45 MINUTES E, 904 FEET TO A POINT; THENCE IN THE TOWN OF

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

WINDHAM

186. N 18 DEGREES 5 MINUTES E, 824 FEET TO A POINT; THENCE

187. N 0 DEGREES 20 MINUTES E, 62 FEET TO A POINT; THENCE

188. N 77 DEGREES 50 MINUTES W, 178 FEET TO A POINT; THENCE

189. N 81 DEGREES 25 MINUTES W, 600 FEET TO A POINT; THENCE

190. N 83 DEGREES 25 MINUTES W, 355 FEET TO A POINT; THENCE

191. N 79 DEGREES 35 MINUTES W, 227 FEET TO A POINT; THENCE

192. S 89 DEGREES W, 174.5 FEET TO A POINT; THENCE

193. S 89 DEGREES 10 MINUTES W, 212 FEET TO A POINT; THENCE

194. N 77 DEGREES 5 MINUTES W, 219 FEET TO A POINT; THENCE

195. N 82 DEGREES 25 MINUTES W, 258 FEET TO A POINT; THENCE

196. S 79 DEGREES 25 MINUTES W, 120 FEET TO A POINT IN THE EASTERLY LINE OF VERMONT MARBLE COMPANY'S TENNEY QUARRY LOT; THENCE

197. IN THE EASTERLY LINE OF SAID QUARRY LOT:

A) N 4 DEGREES 40 MINUTES E, 87.5 FEET TO A CHERRY TREE; THENCE

B) N 20 DEGREES 10 MINUTES E, 342.7 FEET TO A STAKE; THENCE

C) N 10 DEGREES 40 MINUTES E, 120 FEET TO A STAKE; THENCE

D) N 23 DEGREES 25 MINUTES E, 127 FEET TO A STAKE; THENCE

E) N 18 DEGREES E, 477.5 FEET TO A STAKE; THENCE

F) N 16 DEGREES 41 MINUTES E, 299 FEET TO A STAKE AND STONES; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

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REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

198. N 16 DEGREES 4 MINUTES E, 809 FEET TO A POINT ON THE NORTH LINE OF AN OLD HIGHWAY; THENCE

199. WESTERLY IN THE NORTHERLY LINE OF SAID HIGHWAY 1600 FEET TO A STAKE AT THE SOUTHWESTERLY CORNER OF ALND SUPPOSED TO BE NOW OR FORMERLY OF PIERCE; THENCE

200. DUE NORTH 200 FEET TO A STAKE AND STONES; THENCE

201. N 26 DEGREES 25 MINUTES W, 368.5 FEET TO A SMALL SPRUCE IN THE EASTERLY LINE OF AN OLD RANCH ROAD KNOWN AS THE KIMBALL HILL ROAD; THENCE

202. NORTHERLY IN THE EASTERLY LINE OF SAID ROAD 370 FEET TO A STAKE; THENCE

203. NORTHERLY IN THE EASTERLY LINE OF SAID ROAD 370 FEET TO A STAKE; THENCE

204. N 33 DEGREES W, 370 FEET TO ABEECH CORNER; THENCE

205. N 10 DEGREES 10 MINUTES E, 264 FEET TO A SPRUCE CORNER; THENCE

206. N 15 DEGREES 30 MINUTES E, 514 FEET TO A SPRUCE CORNER; THENCE

207. N 11 DEGREES E, 205 FEET TO A BALSAM CORNER; THENCE

208. N 15 DEGREES 30 MINUTES E, 284 FEET TO A MAPLE CORNER; THENCE

209. N 16 DEGREES 30 MINUTES E, 234 FEET TO A SPRUCE CORNER; THENCE

210. S 83 DEGREES 30 MINUTES E, 273 FEET TO AN OLD STAKE AND STONES IN THE WESTERLY LINE OF SAID KIMBALL HILL ROAD; THENCE

211. NORTHERLY ALONG SAID ROAD ABOUT AS FOLLOWS:

A) N 10 DEGREES 10 MINUTES W, 254 FEET TO A POINT; THENCE

B) N 6 DEGREES 30 MINUTES W, 110 FEET TO A POINT; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

C) N 11 DEGREES 10 MINUTES W, 95 FEET TO A POINT; THENCE

D) N 5 DEGREES 30 MINUTES W, 139 FEET TO AN OLD STAKE AND STONES; THENCE

212. N 80 DEGREES 30 MINUTES W, 252 FEET TO A SPRUCE; THENCE

213. N 78 DEGREES 20 MINUTES W, 260 FEET TO A POINT; THENCE

214. N 68 DEGREES W, 163 FEET TO A SPRUCE CORNER; THENCE

215. N 77 DEGREES 10 MINUTES W, 144 FEET TO A U-SHAPED SPRUCE TREE; THENCE

216. S 74 DEGREES 10 MINUTES W, 262.5 FEET TO A CORNER; THENCE

217. S 46 DEGREES 30 MINUTES W, 177.6 FEET TO A POINT; THENCE

218. S 47 DEGREES 50 MINUTES E, 120 FEET TO A POINT; THENCE

219. S 29 DEGREES 10 MINUTES W, 460 FEET ALONG AN OLD WALL TO AN INTERSECTION WITH ANOTHER STONE WALL; THENCE

220. S 42 DEGREES W, 455 FEET TO A POINT; THENCE

221. N 57 DEGREES 20 MINUTES W, 2387 FEET TO A POINT IN THE EAST LINE OF THE ROAD LEADING NORTHWESTERLY TO WINDHAM VILLAGE; THENCE

222. NORTHERLY IN THE EASTERLY LINE OF SAID HIGHWAY, ABOUT 4350 FEET MEASURED IN A STRAIGHT LINE TO A STAKE IN THE SOUTHERLY LINE OF LAND SUPPOSED TO BE NOW OR FORMERLY OF CARLETON; THENCE

223. S 56 DEGREES 50 MINUTES E, 1456 FEET TO A STAKE; THENCE

224. N 20 DEGREES 30 MINUTES E, 262 FEET TO A STAKE; THENCE

225. N 16 DEGREES 30 MINUTES E, 1509 FEET TO A STAKE AND STONES; THENCE

226. S 68 DEGREES 50 MINUTES E, 498.3 FEET TO A POINT; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

227. S 63 DEGREES 5 MINUTES E, 311 FEET TO A BLACK WALNUT TREE; THENCE

228. N 14 DEGREES W, 178.7 FEET TO A SPRUCE STAKE; THENCE

229. N 12 DEGREES 15 MINUTES E, 447 FEET TO A STAKE; THENCE

230. N 23 DEGREES 15 MINUTES W, 534.5 FEET TO A STAKE; THENCE

231. N 70 DEGREES 45 MINUTES W, 116.2 FEET TO A POINT; THENCE

232. N 48 DEGREES 15 MINUTES W, 150.4 FEET TO A STAKE; THENCE

233. N 0 DEGREES 30 MINUTES E, 244 FEET TO A SPRUCE TREE; THENCE

234. N 60 DEGREES W, 2169.3 FEET TO A STAKE AND STONES; THENCE

235. N 56 DEGREES W, 970 FEET ALONG A LINE IN A SECTION OF STONE WALL TO THE SOUTHEASTERLY CORNER OF LANDS CONVEYED BY VERMONT MARBLE COMPANY TO GEORGE STOWELL BY DEED DATED NOVEMBER 13, 1934; THENCE

236. N 13 DEGREES 30 MINUTES E, 276.5 FEET TO THE INTERSECTION OF STONE WALLS; THENCE

237. S 89 DEGREES 15 MINUTES E, 128 FEET TO A STAKE AT THE INTERSECTION OF STONE WALLS; THENCE

238. N 24 DEGREES 55 MINUTES E, 113.6 FEET TO A STAKE AT THE INTERSECTION OF STONE WALLS; THENCE

239. S 62 DEGREES 10 MINUTES E, 293.5 FEET TO THE INTERSECTION OF STONE WALLS; THENCE

240. N 19 DEGREES 30 MINUTES E, 507.6 FEET TO A STAKE IN THE FENCE LINE; THENCE

241. N 13 DEGREES 20 MINUTES E, 247 FEET TO A STAKE IN THE FENCE LINE;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

242. N 0 DEGREES 30 MINUTES W, 94 FEET TO THE FENCE CORNER; THENCE

243. N 68 DEGREES 2, 85 FEET TO A POINT IN THE FENCE; THENCE

244. N 54 DEGREES 30 MINUTES W, 295 FEET TO A MAPLE TREE AT THE EASTERLY CORNER OF LANDS CONVEYED BY VERMONT MARBLE COMPANY TO ALICE TAYLOR BY DEED DATED SEPTEMBER 1, 1933; THENCE

245. N 5 DEGREES W, 457 FEET TO AN IRON PIPE IN THE STONE WALLL ALONG THE EASTERLY SIDE OF THE HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE; THENCE

246. NORTHERLY IN THE EASTERLY LINE OF THE HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE AND IN THE EASTERLY LINE OF THE OLD ROAD ALONG THE

SOUTHERLY LINE OF LANDS SUPPOSED TO BE OF FRANK CARLETON A DISTANCE OF 1430 FEET MEASURED IN A STRAIGHT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID OLD ROAD OPPOSITE IN THE PROLONGATION SOUTHEASTERLY OF THE NORTHEASTERLY LINE OF LANDS CONVEYED BY VERMONT MARBLE COMPANY TO FRANK CARLETON BY DEED DATED AUGUST 15, 1929; THENCE

247. IN CARLETON'S NORTHEASTERLY LINE AND ACROSS HIGHWAYS N 56 DEGREES 45 MINUTES W, 580 FEET TO A POINT IN THE WESTERLY LINE OF THE HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE; THENCE

248. SOUTHERLY IN THE WESTERLY LINE OF THE HIGHWAY LEADING NORTH FROM WINDHAM VILLAGE 240 FEET TO THE POINT OF BEGINNING.

THE "HUNTLEY WOOD LOT", SO-CALLED, IN WINDHAM, LYING NROTH OF THE OLD ROAD FROM CHESTER TO GRAFTON NEAR THE LONDONDERRY LINE, BEGINNING AT A POINT IN THE NORTH LINE OF SAID HIGHWAY AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY KNOWN AS THE "OLD SHERWIN PLACE", AND THENCE ABOUT AS FOLLOW:

1. N 37 DEGREES 55 MINUTES E, 131 FEET TO A POINT; THENCE

2. N 32 DEGREES 50 MINUTES E, 281 FEET TO A CORNER; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

3. S 60 DEGREES 20 MINUTES E, 158 FEET TO A CORNER; THENCE

4. N 24 DEGREES 40 MINUTES E, 1235 FEET TO A CORNER; THENCE

5. S 50 DEGREES 10 MINUTES E, 524 FEET TO A CORNER; THENCE

6. S 14 DEGREES 5 MINUTES W, 1223 FEET TO A POINT IN THE NORTH LINE OF SAID HIGHWAY; THENCE;

7. WESTERLY ALONG SAID HIGHWAY 1000 FEET TO THE PLACE OF BEGINNING.

THE "WHITCOMB LOT", SO-CALLED, IN WINDHAM, ON THE WESTERLY SIDE OF THE TOWN ROAD LEADING SOUTHWESTERLY FROM WINDHAM VILLAGE AND BEGINNING AT A LAZED STAKE AND STONES IN THE WESTERLY SIDE OF SAID HIGHWAY AT THE NORTHEASTERLY CORNER OF LANDS SUPPOSED TO BE NOW OR FORMERLY OF HOLDEN, AND THENCE ABOUT AS FOLLOWS:
(NOTE: GREEN MTN TALC CORP. CONVEYED THIS MINERAL INTEREST TO ANDRUS IN 1991)

1. N 57 DEGREES 30 MINUTES W, 1150 FEET TO A CORNER AT THE END OF THE STONE WALL; THENCE

2. N 47 DEGREES 45 MINUTES W, 640 FEET TO A STAKE AND STONES EAST OF A BROOK; THENCE

3. N 17 DEGREES 15 MINUTES E, 2035 FEET TO A BLAZED TREE; THENCE

4. S 50 DEGREES 30 MINUTES E, 1000 FEET TO AN OLD STONE CORNER IN A BLAZED LINE; THENCE

5. N 31 DEGREES 15 MINUTES E, 360 FEET TO A BLAZED STAKE; THENCE

6. S 61 DEGREES 15 MINUTES E, 40 FEET TO A BLAZED STAKE; THENCE

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

7. N 16 DEGREES 55 MINUTES E, 1630 FEET TO AN OLD STAKE AND STONES; THENCE

8. S 58 DEGREES E, 1280 FEET TO THE WESTERLY SIDE OF SAID HIGHWAY; THENCE

9. SOUTHERLY IN THE WESTERLY SIDE OF SAID HIGHWAY TO THE PLACE OF BEGINNING.

EXCLUDING, HOWEVER, FROM THE ABOVE THE FOLLOWING:

A) A TRIANGULAR PLOT OF LAND IN GRAFTON OF ABOUT THREE ACRES ALONG THE EASTERLY LINE OF THE "HAKEY LOT", SO-CALLED, CONVEYED BY THE GOODELL LUMBER CORPORATION TO VERMONT MARBLE COMPANY BY DEED DATED DECEMBER 15, 1905 AND RECORDED IN GRAFTON LAND RECORDS IN BOOK 18, PAGE 127;

B) THE "MORRISON LOT", SO-CALLED, IN WINDHAM, LYING SOUTH OF THE "STEWART LOT", SO-CALLED, CONVEYED TO VERMONT MARBLE COMPANY BY IZETTA M. STEWART BY DEED DATED JULY 1, 1920 AND RECORDED IN WINDHAM LAND RECORDS IN BOOK 12, PAGE 520, SAID MORRISON LOT BEING BOUNDED EASTERLY AND SOUTHERLY BY LANDS FORMERLY OF ROBBINS AND WESTERLY BY THE BRINTNALL LAND, SO-CALLED;

C) THE HOUSE LOT IN WIHNDHAM CONVYED TO ALEXANDER ST. LOUIS BY VERMONT MARBLE COMPANY BY DEED DATED JULY 26, 1929;

D) ALL HIGHWAYS AND PUBLIC ROADS;

THE COURSES AND DISTANCES HEREIN ARE THOSE APPEARING IN DEEDS AND ON MAPS OF VARIOUS DATES AND ARE SUBORDINATE TO THE MONUMENTS, POINTS AND BLAZED LINES BOUNDING SAID LANDS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

SUBJECT TO:

1. THE SPRING RIGHT CONVEYED BY VERMONT MARBLE COMPANY TO LELA ND WOOTEN AND WIFE JULY 12, 1938 IN WINDHAM;

2. THE SPRING RIGHT CONVEYED BY VERMONT MARBLE COMPANY TO FRAN K CARLETON AUGUST 15, 1929 IN WINDHAM;

3. THE TWO POWER LINE RIGHTS IN WINDHAM CONVEYED TO CENTRAL VE RMONT PUBLIC SERVICE CORPORATION BY DEED DATED AUGUST 28, 1946 AN D SEPTEMBER 28, 1953;

4. THE POWER LINE RIGHT OF WAY IN WINDHAM CONVEYED TO HALIFAX ELECTRIC COMPANY BY VERMONT MARBLE COMPANY BY DEED DATED NO VEMBER 9, 1945;

5. ALL THE FENCE AGREEMENTS OF RECORD;

6. EASEMENTS AND ENCUMBRANCES THAT AN INSPECTION OF THE PROPERTY MAY DISCLOSE, AND EASEMENTS AND ENCUMBRANCES OF RECORD.

7. QUITCLAIM DEED DATED AUGUST 2, 1991 BY AND BETWEEN GREEN MOUNTAIN TALC CORPORATION, GRANTOR, AND STERLING ANDRUS, GRANTEE, BEING A PART OF THE PREMISES CONVEYED TO WILLIAM B. ANDRUS BY CLIFTON C. LANDMAN AND BERNARD C. STONE BY WARRANTY DEED DATED NOVEMBER 25, 1967, AND RECORDED IN BOOK 17, PAGE 305.

8. QUITCLAIM DEED DATED OCTOBER 10, 1991 BY AND BETWEEN GREEN MOUNTAIN TALC CORPORATION, GRANTOR, AND WILLIAM B. ANDRUS AND FRIEDA ANDRUS, GRANTEE, BEING A PARCEL OF LAND AS SHOWN ON MAP BY DAUCHY ASSOCIATES FOR WILLIAM B. ANDRUS, DATED JANUARY 1, 1991, DWG. NO. 66-62-1 AS MORE PARTICULARLY DESCRIBED THEREIN.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

EXPRESSLY EXCEPTING AND RESERVING UNTO VERMONT MARBLE COMPANY, ITS SUCCESSORS AND ASSIGNS, ALL MARBLE STONE, MINERALS, ORES, OIL AND GAS, AND THE RIGHT FROM TIME TO TIME AND AT ANY TIME, TO TEST AND EXPLORE FOR THE SAME, AND EXTRACT, STORE AND REMOVE THE SAME BY ANY AND ALL MEANS WITH ANY AND ALL TYPES OF EQUIPMENT, STRUCTURES AND FACILITIES, WITH NECESSARY EASEMENTS AS MAY BE NECESSARY THEREFOR, WITH THE RIGHT TO REMOVE ALL EQUIPMENT, STRUCTURES AND FACILITITES AT ANY TIME, PROVIDED VERMONT MARBLE COMPANY, ITS SUCCESSORS AND ASIGNS, SHALL PAY FOR ALL DAMAGE CAUSED THEREBY TO STRUCTURES AND THE SUM OF $10 PER ACRE FOR THE LAND SO TAKEN, PLUS THE VALUE OF MERCHANTABLE TIBER AND PULPWOOD THEREON. AND IN FURTHER ASSURANCE THEREOF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, WILL RECONVEY SO MUCH OF SAID LAND AS MAY BE TAKEN, TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, BY PROPER DEED FREE OF ALL LIENS AND ENCUMBRANCES WHATSOEVER ARISING BY, THROUGH OR UNDER THEM.

MEANING AND INTENDING HEREBY TO DESCRIBE AND CONVEY ALL LANDS OF VERMONT MARBLE COMPANY IN THE TOWNS OF WINDHAM, GRAFTON AND TOWNSHEND EXCEPT THE SO-CALLED "TENNEY LOT" OF ABOUT 75 ACRES WEST OF THE OLD ROBBINS FARM, BEING THE SECOND PARCEL DESCRIBED IN A DEED FROM ARTHUR G. BURBEE TO VERMONT MARBLE COMPANY DATED NOVEMBER 30, 1931 AND RECORDED IN WINDHAM LAND RECORDS IN BOOK 14, PAGE 193, AND EXCEPT THE RESERVED INTERESTS ABOVE DESCRIBED, BEING ALL THE LAND IN SAID TOWNS ACQUIRED BY VERMONT MARBLE COMPANY FROM THE FOLLOWING GRANTORS THAT IS NOW OWNED BY VERMONT MARBLE COMPANY:

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

WINDHAM LAND RECORDS	DATE	BOOK	PAGE
GOODELL LUMBER CORPORATION	12/15/1905	12	40
JOHN A. & LETTIE M. GOULD	01/25/1907	12	70
GOODELL LUMBER CORPORATION	12/15/1905	12	33
OEL D. PARKER	11/26/1917	11	446
IVERS P. LAWRENCE	03/21/1913	12	309
HARRY A. & JOHN A. GOULD	12/31/1915	12	468
EVERETT H. CLARK	03/23/1917	11	442
HERBERT I. RHOADES	07/12/1918	13	513
HENRY WOOLEY ESTATE	12/18/1918	11	491
LEORA M. STONE	12/22/1919	13	535
EMERY A. MELENDY ESTATE	07/06/1920	12	522
IZETTA M. STEWART	07/01/1920	12	520
JOHN A. GOULD	01/01/1926	13	72
FREEMAN M. INGALLS	08/02/1921	RECORDED	09/13
LILLA A. PAGE, ETAL	11/02/1925	14	93
JOHN A. & LETTIE M. GOULD	11/28/1928	13	87
CORONIE M. & GEORGE W. MORSE	10/27/1928	13	86
MARTHA ROBBINS	08/17/1929	14	175
ARTHUR G. BURBEE	11/30/1931	14	193
JOHN A. GOULD	12/31/1915	12	402

GRAFTON LAND RECORDS	DATE	BOOK	PAGE
GOODELL LUMBER CORPORATION	12/15/1905	18	127
OLIVER & CLARA L. LAWRENCE	10/23/1907	18	243
V. A. WILBUR	12/22/1906	18	181
TOWN OF GRAFTON	03/06/1907	18	195
FRANCIS A. PALMER	01/23/1913	20	323
GEORGIANNA E. ALDRICH, ET AL	12/20/1916	20	432
H.L. & J.A. GOULD (JENNINGS LOT)	12/31/1915	RECORDED	01/17/16
H. L. & J. A. GOULD	12/31/1915	20	401
EMERY A. & MELENDY ESTATE	07/06/1920	22	256
IZETTA M. STEWART	07/01/1920	22	256

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

FRED A. SMITH	06/04/1920	22	4
W. E. & B. W. ALDRICH	11/26/1920	22	282
HENRY H. MERRITT ESTATE	12/18/1925	22	407
BAPTIST CHURCH OF GRAFTON	07/30/1927	22	440
VESTUS A. WILBUR, ET AL	07/19/1927	22	438
EVERETT H. CLARKE	08/25/1928	22	473
MARTHA ROBBINS	08/17/1929	22	487
AUGUSTA LAWTON	01/25/1936	24	15
ALBERT D. LAWTON ESTATE	01/25/1936	24	447

TOWNSHEND LAND RECORDS	DATE	BOOK	PAGE
VESTUS A. WILBUR, ET AL	07/19/1927	28	246

REFERENCE IS HEREBY MADE TO THE DEEDS AND RECORDS ABOVE REFERRED TO FOR MORE PARTICULAR DESCRIPTIONS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320170
PROPERTY NAME: STEVENS & THOMPSON
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

A CERTAIN PARCEL OF LAND SITUATED IN THE TOWN OF GRAFTON, VERMONT, AS DESCRIBED BELOW:

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO SMITH D. TURNER BY STEVENS & THOMPSON PAPER COMPANY DATED SEPTEMBER 28, 1965, AND RECORDED IN CHESTER LAND RECORDS IN BOOK 41 AT PAGE 459 COMPRISING 1,250 ACRES, MORE OR LESS, AND IN SAID DEED DESCRIBED AS FOLLOWS:

> THE PREMISES HEREBY CONVEYED ARE A PORTION OF THE PREMISES CONVEYED TO STEVENS & THOMPSON PAPER COMPANY BY VERMONT MARBLE COMPANY BY ITS WARRANTY DEED DATED SEPTEMBER 27, 1956, RECORDED IN THE CHESTER LAND RECORDS. THE PORTION THEREOF HEREBY CONVEYED:
>
> COMMENCING AT A STAKE AND STONES IN THE WESTERLY LINE OF THE HIGHWAY LEADING NORTHERLY ALONG WHITMORE BROOK AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF ONE GOODRICH;
> THENCE NORTH 72 DEGREES 30 MINUTES WEST, 490 FEET TO A STAKE AND STONES IN A STONE WALL;
> THENCE NORTH 9 DEGREES EAST 91.5 FEET TO A STONE WALL CORNER;
> THENCE NORTH 53 DEGREES WEST 283.3 FEET TO A STAKE AND STONES IN A STONE WALL;
> THENCE SOUTH 16 DEGREES FIFTEEN MINUTES WEST 184 FEET TO A CORNER;
> THENCE NORTH 72 DEGREES 30 MINUTES WEST 680 FEET TO A STAKE AND STONES;
> THENCE NORTH 53 DEGREES 40 MINUTES WEST 203.5 FEET TO A BASSWOOD TREE;
> THENCE NORTH 48 DEGREES 10 MINUTES WEST 935.5 FEET TO A STAKE AND STONES;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

THENCE NORTH 71 DEGREES WEST 469 FEET TO A STAKE AND STONES;
THENCE SOUTH 18 DEGREES WEST 550 FEET TO A STAKE AND STONES;
THENCE SOUTH 49 DEGREES 30 MINUTES EAST 18.4 FEET TO A STAKE AND STONES;
THENCE SOUTH 19 DEGREES 20 MINUTES WEST 532 FEET TO A HEMLOCK TREE;
THENCE NORTH 72 DEGREES 5 MINUTES WEST 1755 FEET TO A HEMLOCK TREE;
THENCE NORTH 17 DEGREES 30 MINUTES EAST 2312 FEET TO A STAKE AND STONES;
THENCE NORTH 72 DEGREES 45 MINUTES WEST 5200 FEET TO AN ANGLE IRON AND STAKE AND STONES IN THE NORTHEASTERLY CORNER OF THE BATCHELDER LOT, SO-CALLED;
THENCE SOUTH 17 DEGREES 40 MINUTES WEST 2450 FEET TO A STAKE AND STONES;
THENCE NORTH 73 DEGREES 13 MINUTES WEST 1903 FEET TO A STAKE AND STONES;
THENCE NORTH 13 DEGREES 58 MINUTES EAST 2331 FEET TO A STAKE AND STONES;
THENCE SOUTH 76 DEGREES 5 MINUTES EAST 1350 FEET TO A STAKE AND STONES IN A STONE WALL;
THENCE NORTH 19 DEGREES 6 MINUTES EAST 667 FEET TO A STAKE AND STONES;
THENCE NORTH 42 DEGREES 30 MINUTES WEST 36 FEET TO A STAKE AND STONES;
THENCE NORTH 10 DEGREES 40 MINUTES EAST 266 FEET TO A STAKE AND STONES;
THENCE NORTH 22 DEGREES 35 MINUTES EAST 772 FEET TO A STAKE AND STONES AT THE SOUTHEAST CORNER OF THE SUMNER LOT, SO-CALLED;
THENCE ALONG THE EAST LINE OF THE SUMNER LOT, NORTH 22 DEGREES 45 MINUTES EAST 240 FEET TO A HEMLOCK TREE;
THENCE NORTH 27 DEGREES 10 MINUTES EAST 257 FEET TO AN OAK TREE;
THENCE NORTH 16 DEGREES EAST 388 FEET TO A MAPLE TREE;
THENCE NORTH 19 DEGREES 1 MINUTE EAST 630 FEET TO A STAKE AND STONES AT THE NORTHEAST CORNER OF THE SUMNER LOT;
THENCE NORTH 11 DEGREES EAST 210 FEET TO A MAPLE TREE;
THENCE NORTH 32 DEGREES 55 MINUTES EAST 227 FEET TO A BIRCH TREE;
THENCE NORTH 60 DEGREES 15 MINUTES EAST 188 FEET TO A SPRUCE TREE;
THENCE NORTH 44 DEGREES EAST 135 FEET TO A WHITE BIRCH TREE;
THENCE NORTH 61 DEGREES EAST 86 FEET TO A WHITE BIRCH TREE;
THENCE NORTH 32 DEGREES 50 MINUTES EAST 414 FEET TO A STAKE AND STONES;
THENCE SOUTH 74 DEGREES 25 MINUTES EAST 735 FEET TO A BIRCH TREE;
THENCE NORTH 81 DEGREES EAST 140 FEET TO A STAKE AND STONES;
THENCE NORTH 20 DEGREES EAST 357 FEET TO A U-SHAPED HEMLOCK TREE;
THENCE NORTH 10 DEGREES EAST 134 FEET TO A SPRUCE TREE;
THENCE NORTH 15 DEGREES EAST TO A POPLAR TREE;
THENCE NORTH 34 DEGREES 30 MINUTES EAST 146 FEET TO A POPLAR TREE;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

THENCE NORTH 24 DEGREES 45 MINUTES EAST 280 FEET TO A MAPLE TREE;
THENCE NORTH 14 DEGREES EAST 387 FEET TO A BIRCH TREE;
THENCE NORTH 18 DEGREES EAST 266 FEET TO A MAPLE TREE CORNER;
THENCE SOUTH 72 DEGREES 30 MINUTES EAST 1741 FEET TO A POINT;
THENCE SOUTH 73 DEGREES EAST 1094 FEET TO A STAKE AND STONES;
THENCE NORTH 15 DEGREES 55 MINUTES EAST 1721 FEET TO A STAKE AND STONES;
THENCE SOUTH 72 DEGREES 30 MINUTES EAST 1417 FEET TO A STAKE AND STONES;
THENCE SOUTH 17 DEGREES WEST 860 FEET TO A STAKE AND STONES;
THENCE SOUTH 74 DEGREES 10 MINUTES EAST 1284 FEET TO A STAKE AND STONES;
THENCE SOUTH 72 DEGREES 10 MINUTES EAST 855 FEET TO A STAKE AND STONES;
THENCE SOUTH 17 DEGREES 55 MINUTES WEST 1085 FEET TO A STAKE AND STONES;
THENCE NORTH 70 DEGREES 35 MINUTES WEST 421 FEET TO A STAKE AND STONES;
THENCE SOUTH 16 DEGREES 10 MINUTES WEST 900 FEET TO A GROUP OF HEMLOCK STUMPS;
THENCE SOUTH 36 DEGREES 45 MINUTES WEST 348 FEET TO A BIRCH TREE;
THENCE SOUTH 9 DEGREES 40 MINUTES WEST 524 FEET TO A STAKE AND STONES;
THENCE SOUTH 74 DEGREES 25 MINUTES EAST 175 FEET TO A STAKE AND STONES AND IRON PIPE;
THENCE SOUTH 15 DEGREES 45 MINUTES WEST 2642 FEET TO A STAKE AND STONES AND IRON PIPE;
THENCE NORTH 67 DEGREES 30 MINUTES WEST 205 FEET TO A STAKE AND STONES AND IRON PIPE;
THENCE SOUTH 43 DEGREES 15 MINUTES WEST 231 FEET TO A STAKE AND STONES AT THE NORTHERLY SIDE OF SAID OLD ROAD ALONG WHITMORE BROOK;
THENCE SOUTHERLY ALONG SAID OLD ROAD TO A STAKE AND STONES IN THE WESTERLY LINE OF SAID OLD ROAD IN THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF ONE BOWERS;
THENCE SOUTH 22 DEGREES 20 MINUTES WEST 14.3 FEET TO A STAKE AND STONES;
THENCE SOUTH 56 DEGREES 20 MINUTES EAST 255.2 FEET TO A STAKE AND STONES;
THENCE SOUTH 77 DEGREES 50 MINUTES EAST 223 FEET TO A STAKE AND STONES;
THENCE SOUTH 14 DEGREES 30 MINUTES EAST 84.5 FEET TO A STAKE AND STONES;
THENCE SOUTH 43 DEGREES 45 MINUTES EAST 110.5 FEET TO A STAKE AND STONES;
THENCE SOUTH 74 DEGREES 5 MINUTES EAST 206.5 FEET TO A POINT;
THENCE SOUTH 48 DEGREES 10 MINUTES EAST 113.8 FEET TO A STAKE AND STONES;
THENCE SOUTH 41 DEGREES 10 MINUTES EAST 321.5 FEET TO A POINT;
THENCE NORTH 83 DEGREES 5 MINUTES EAST 107.7 FEET TO A STAKE AND STONES IN THE WESTERLY LINE OF SAID OLD ROAD ALONG WHITMORE BROOK;

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

THENCE SOUTHERLY IN THE WESTERLY LINE OF SAID OLD ROAD 410 FEET TO THE PLACE OF BEGINNING.

EXCLUDING, HOWEVER, FROM THE ABOVE THE FULLER LOT OF ABOUT 16.6 ACRES LYING WESTERLY OF AND ADJOINING THE OLD ROAD LEADING FROM THE SCHOOL HOUSE PAST WHAT WAS KNOW AS THE WYMAN HOUSE, THE SOUTHERLY LINE OF SAID LOT BEING ABOUT 1650 FEET NORHTERLY IN A STRAIGHT LINE FROM THE HIGHWAY SOUTH OF SAID SCHOOL HOUSE; AND EXCLUDING ALSO ALL HIGHWAYS AND PUBLIC ROADS.

SAID PREMISES ARE SUBJECT TO THE RIGHT-OF-WAY TO THE MCGARY LOT, SO-CALLED, NOW SAID TO BE OWNED BY ONE DONNIS.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320163
PROPERTY NAME: YAGER, THERON A.
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

BEING THE MINERALS AND RIGHTS TO QUARRY AND OTHER INCIDENTAL EASEMENTS CONVEYED TO VERMONT TALC COMPANY BY DEED OF ROBERT G. PARKER AND WIFE DATED JULY 13, 1955 AND RECORDED IN CHESTER LAND RECORDS IN BOOK 37 AT PAGE 521 TOGETHER WITH THE MINERAL RIGHTS, RIGHTS-OF-WAY AND RIGHTS TO OPERATE A QUARRY TOGETHER WITH THE GRAVEL BANK, SO-CALLED, AND THE RIGHT-OF-WAY APPURTENANT THERETO CONVEYED TO VERMONT TALC COMPANY BY DEED OF ZELA A. EDSON, ET AL DATED MAY 24, 1955 AND RECORDED IN BOOK 37 AT PAGE 522 OF CHESTER LAND RECORDS. REFERENCE IS HEREBY HAD TO SAID DEEDS AND THE RECORDS THEREOF AND THE DEEDS AND RECORDS THEREIN REFERRED FOR A MORE PARTICULAR DESCRIPTION.

REFERENCE IS ALSO HAD TO A DEED FROM VERMONT TALC COMPANY TO JAMES T. HAUGH DATED DECEMBER 29, 1955, BOOK 37 PAGE 523 AND FROM JAMES T. HAUGH TO THERON A. YAGER AND WIFE DATED DECEMBER 29, 1955, BOOK 37, PAGE 525 OF CHESTER LAND RECORDS.

SUBJECT TO:

1. THAT CERTAIN CONVEYANCE DATED MAY 19, 1981 TO BUCKSKIN LODGE, AS RECORDED IN VOLUME 60, PAGE 63, RECORDS OF THE TOWN OF WINDHAM.

2. THAT CERTAIN MINING LEASE DATED DECEMBER 20, 1990 BETWEEN GREEN MOUNTAIN TALC COPORATION, LESSOR, AND ANGELO TOMASSO, JR., LESSEE, MEMORANDUM OF MINING LEASE BEING RECORDED IN BOOK 71, PAGE 459 IN THE LAND RECORDS OF THE TOWN OF CHESTER. LEASED TRACT IS KNOWN AS THE DAY LOT AND THE FLOYD SUMMER LOT, MORE FULLY DESCRIBED IN THE MINING LEASE HEREINABOVE REFERENCED.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320171
PROPERTY NAME: GALLUP, DOROTHY
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

ALL OF THE MINERAL RIGHTS IN AND TO A CERTAIN PIECE OR PARCEL OF LAND, KNOWN AS THE VILROY WARNER FARM, SITUATED IN THE TOWN OF ANDOVER, COUNTY OF WINDSOR AND STATE OF VERMONT, AS RESERVED BY LOREN R. PIERCE IN HIS DEED TO JOHN C. MC ALLISTER DATED APRIL 21, 1917, AND RECORDED IN THE LAND RECORDS OF THE TOWN OF ANDOVER IN BOOK 15 AT PAGE 169. IN SAID DEED SAID RIGHTS ARE DESCRIBED AS FOLLOWS:

> I, THE SAID LOREN R. PIERCE HEREBY RESERVE FROM THIS CONVEYANCE, FOR MYSELF AND MY HEIRS AND ASSIGNS FOREVER ALL MINERAL RIGHTS APPURTENANT TO SAID PREMISES, INCLUDING ALL DEPOSITS OF TALC, SOAPSTONE AND OTHER MINERALS WITH RIGHT TO ENTER UPON SAID PREMISES, QUARRY AND REMOVE SAID TALC, SOAPSTONE AND OTHER MINERALS AT ANY AND ALL TIMES.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320192
PROPERTY NAME: HOWE, SHERMAN M.
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

A CERTAIN PIECE OF LAND IN READING IN THE COUNTY OF WINDSOR AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING A RIGHT ON THE PART OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, TO GO UPON THAT PORTION OF THE GRANTORS' HOMESTEAD PREMISES LYING ADJACENT TO A CERTAIN MINE OR QUARRY OWNED AND OPERATED BY THE GRANTEE JUST NORTHERLY OF THE GRANTORS' PREMISES AND EASTERLY OF THE BROOK WHICH LIES EASTERLY OF THE MAIN HIGHWAY LEADING FROM FELCHVILLE TO WOODSTOCK, INCLUDING HEREWITH THE RIGHT TO GO UPON THE GRANTORS' PREMISES FOR THE PURPOSE OF REMOVING ALL EARTH LYING AS OVERBURDEN UPON THE DEPOSIT OF TALC ON THE GRANTORS' PREMISES, REMOVING SUCH EARTH AND OVERBURDEN AND MAKING ALL NECESSARY OR CONVENIENT EXCAVATIONS, HOLES OR SHAFTS FOR GAINING ACCESS TO THE TALC DEPOSITS UPON THE GRANTORS' LAND AS AFORESAID, REMOVING THE SAME, TOGETHER WITH SUCH WASTE MATERIALS AS MAY BE NEEDED TO BE REMOVED IN PROCURING MARKETABLE TALC, WITH THE RIGHT OF DEPOSITING SUCH WASTE MATERIAL UPON A STRIP OF LAND OWNED BY THE GRANTORS, SAID STRIP BEING 100 FEET WIDE WITH THE SOUTHERLY LINE PARALLEL TO THE GRANTORS' NORTHERLY BOUNDARY LINE AS THE SAME IS LOCATED EASTERLY OF THE HIGHWAY AND BETWEEN SAID HIGHWAY AND SAID BROOK.

THIS CONVEYANCE ALSO INCLUDES SUCH RIGHTS OF WAY UPON THE GRANTORS' LAND AS ARE REASONABLY NECESSARY FOR THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, IN EXERCISING THE RIGHTS HEREBY CONVEYED.

THIS CONVEYANCE IS SPECIFICALLY RESTRICTED TO TALC MINING OR QUARRYING OPERATIONS ON THE ONE DEPOSIT IN THE IMMEDIATE VICINITY OF THE GRANTEE'S PRESENT OPERATIONS, AND SHALL NOT BE CONSTRUED AS TO GIVE THE GRANTEE A GENERAL PRIVILEGE OF CARRYING ON OR CONDUCTING SUCH OPERATIONS ON ANY

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

PROPERTY NUMBER: 320215
PROPERTY NAME: CUSHMAN, HELEN EST.
INTEREST TYPE: OWNED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

THE FOLLOWING DESCRIBED LAND IN CAVENDISH, IN THE COUNTY OF WINDSOR, AND STATE OF VERMONT, DESCRIBED AS FOLLOWS, VIZ:

BEING ALL AND THE SAME LAND AND PREMISES DECREED TO HELEN CUSHMAN ANGLE (A TWO-THIRDS INTEREST) BY DECREE OF DISTRIBUTION IN THE ESTATE OF LESLIE A. CUSHMAN DATED DECEMBER 8, 1988 AND ABOUT TO BE RECORDED IN THE CAVENDISH LAND RECORDS, AND MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEING ALL AND THE SAME LAND AND PREMISES RETAINED BY LESLIE CUSHMAN IN HIS DEED TO EASTERN LUMBER COMPANY, DATED MARCH 21, 1951, AND RECORDED IN BOOK 29, PAGE 409 OF THE CAVENDISH LAND RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCEPTING AND RESERVING FROM THE FORCE OF THIS DEED, ALL RIGHTS TO SPRINGS AND PIPE LINES ACROSS THE ABOVE DESCRIBED PROPERTY HOWEVER ACQUIRED AND ALSO RESERVING THE RIGHT TO ENTER ON THE ABOVE DESCRIBED PROPERTY TO QUARRY AND REMOVE STONE IN ANY WAY MOST CONVENIENT BY SAID LESLIE CUSHMAN, HIS HEIRS AND ASSIGNS.

ALSO MEANING TO CONVEY ALL AND THE SAME LANDS AND PREMISES DECREED TO THE ESTATE OF HELEN CUSHMAN ANGLE BY DECREE OF DISTRIBUTION IN THE ESTATE OF LENA MARY CUSHMAN DATED DECEMBER 8, 1988 AND ABOUT TO BE RECORDED IN THE CAVENDISH LAND RECORDS AND MORE PARTICULARY DESCRIBED AS FOLLOWS:

BEING ALL AND THE SAME LAND AND PREMISES IN THE TOWN OF CAVENDISH, VERMONT, AS DECREED TO LENA MARY CUSHMAN FROM THE ESTATE OF LESLIE A. CUSHMAN, BY DECREE OF DISTRIBUTION OF THE WINDSOR DISTRICT PROBATE COURT

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

DATED DECEMBER 8, 1988, RECORDED IN THE CAVENDISH LAND RECORDS. THIS INTEREST IS A ONE-THIRD INTEREST WHICH WAS ORIGINALLY DECREED TO LENA MARY CUSHMAN BY THE DECREE IN THE ESTATE OF LESLIE A. CUSHMAN DATED DECEMBER 8, 1988 AND REFERENCED ABOVE.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320048
PROPERTY NAME: MARS, ETAL. CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: CALIFORNIA
COUNTY NAME: INYO

LAND DESCRIPTION:

TOWNSHIP 18 SOUTH, RANGE 40 EAST, INYO COUNTY, CALIFORNIA

SECTIONS 29,30,32: (PORTIONS THEREOF)

	ORIGINAL RECORDATION		AMENDED RECORDATION		BLM
NAME OF CLAIM	BOOK	PAGE	BOOK	PAGE	SERIAL NO.
MARS #1	022	272	023	336	CA MC 41833
MARS #2	022	273	023	337	CA MC 41834
MARS #3	023	048	023	338	CA MC 41835
MARS #4	023	049	023	339	CA MC 41836
MARS #5	023	540			CA MC 41837
MARS #6	023	341			CA MC 41838
MARS #7	027	360	041	586	CA MC 41839
MARS #8	027	360	041	588	CA MC 41840
MARS #9	038	034	041	589	CA MC 41841
MARS FRACTION	023	047			CA MC 41842
MARS EXTENSION	038	359			CA MC 41843
TRINITY EXTENSION	055	372	90	8289	CA MC 41844
EAST END	017	291	026	001	CA MC 41845

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
FRISCO	017	291	032	467	CA MC 41846
FRISCO NUMBER ONE	043	491			CA MC 41847
FRISCO NUMBER 2	055	227			CA MC 41848
FRISCO NUMBER 4	089	467			CA MC 41849
EVENING STAR	017	230	023	335	CA MC 41850
EVENING STAR #2	056	074			CA MC 41851
EVENING STAR #3	056	075			CA MC 41852
EVENING STAR #4	056	076			CA MC 41853
EVENING STAR #5	056	076			CA MC 41854
MORNING STAR	017	229	032	334	CA MC 41855
MT. WHITNEY VIEW	040	439	90	8286	CA MC 41856

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320055
PROPERTY NAME: WILLOW TALC CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: CALIFORNIA
COUNTY NAME: INYO

LAND DESCRIPTION:

TOWNSHIP 13 SOUTH, RANGE 37 EAST, INYO COUNTY, CALIFORNIA

SECTION 3: (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	PAGE	AMENDED RECORDATION BOOK	PAGE	BLM SERIAL NO.
WHITE EAGLE TALC	054	599			CA MC 12242
WHITE EAGLE TALC #2	054	599			CA MC 12243
WHITE EAGLE TALC #3	054	600			CA MC 12244
WHITE EAGLE TALC #4	054	600			CA MC 12245
WILLOW TALC #1	047	468			CA MC 12247
WILLOW TALC #2	047	468			CA MC 12248
WILLOW TALC #3	047	469			CA MC 12249
WILLOW TALC #4	047	469			CA MC 12250
WILLOW TALC #5	047	513			CA MC 12251
*WILLOW CREEK MILLSITE	055	473			CA MC 12254

*MILLSITE CLAIM WHICH REPRESENTS ONLY A POSSESSORY INTEREST TO THE SURFACE, SUBJECT TO THE PARAMOUNT TITLE OF THE U.S. GOVERNMENT.

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

SUBJECT TO:

MINE LEASE BETWEEN ELMER OAKS, LESSOR, AS ASSIGNED, AND WRIGHT H. HUNTLEY, LESSEE, AS ASSIGNED, DATED JULY 12, 1941. ASSIGNMENT DATED JULY 11, 1991 BETWEEN OKUNIEWICZ MINING COMPANY, CYPRUS MINES CORP. AND COMSTOCK INDUSTRIAL MINERALS INC. PERMITS ASSIGNMENT OF MINE LEASE TO COMSTOCK INDUSTRIAL MINERALS INC. CYPRUS MINES RETAINS PRODUCTION ROYALTY PAYMENTS UNDER THIS LEASE.

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

CAMC-Greco-000833

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320186
PROPERTY NAME: MT. WHITNEY #1 ET AL
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: CALIFORNIA
COUNTY NAME: INYO

LAND DESCRIPTION:

TOWNSHIP 18 SOUTH, RANGE 40 EAST, INYO COUNTY, CALIFORNIA

SECTION 30, 31: (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
MT. WHITNEY #1	89	8417	90	4185	CA MC 231883
TRINITY #1	89	8418	90	4186	CA MC 231884
MT. WHITNEY #2	90	7498	90	8287	CA MC 239943
TRINITY #4	90	7499	90	8288	CA MC 239944

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320016
PROPERTY NAME: RUBY VIEW CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA

SECTION: 13 (PORTION THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	PAGE	AMENDED RECORDATION BOOK	PAGE	BLM SERIAL NO.
RUBY VIEW	166	171			M MC 21001
RUBY VIEW NO. 2	178	157			M MC 21002
RUBY VIEW NO. 3	178	159			M MC 21003
RUBY VIEW NO. 4	181	151			M MC 21004
RUBY VIEW NO. 5	181	153			M MC 21005
RUBY VIEW NO. 6	181	155			M MC 21006

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320021
PROPERTY NAME: APEX/BOSAL CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA

SECTIONS 11, 12, 13, 14 (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
APEX #1	178	057	261	150	M MC 20983
APEX #2	178	059	261	152	M MC 20984
APEX #3	178	061	261	154	M MC 20985
APEX #4	178	063	261	156	M MC 20986
APEX #5	178	065	261	158	M MC 20987
APEX #6	178	067	261	160	M MC 20988
APEX #7	178	069	261	162	M MC 20989
APEX #8	178	071	261	164	M MC 20990
APEX #9	178	073	261	166	M MC 20991
APEX #10	178	267	261	168	M MC 20992
APEX #11	178	269	261	170	M MC 20993
APEX #12	247	095	261	172	M MC 20994
APEX #13	247	097	261	174	M MC 20995
APEX #14	250	290	261	176	M MC 20996
APEX #15	250	292	261	178	M MC 20997
APEX #16	261	180			M MC 20998
APEX #17	261	182			M MC 20999

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
APEX #18	261	184			M MC 21000
BOSAL NO. 1	166	053	261	204	M MC 21011
BOSAL NO. 2	166	129	261	206	M MC 21012
BOSAL NO. 3	178	075	211	313	M MC 21013
BOSAL NO. 4	178	077	211	315	M MC 21014
BOSAL NO. 6	178	273	261	212	M MC 21015
BOSAL NO. 7	178	275	261	214	M MC 21016
BOSAL NO. 8	178	277	261	216	M MC 21017
BOSAL NO. 9	261	218			M MC 21018
BOSAL NO. 10	261	220			M MC 21019
BOSAL NO. 11	261	222			M MC 21020

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320023
PROPERTY NAME: KING-QUEEN CLMS.
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 9 SOUTH, RANGE 1 WEST, MADISON COUNTY, MONTANA

SECTIONS: 7, 8 (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
KING #1	255	850			M MC 8237
KING #2	255	852			M MC 8238
KING #3	255	854			M MC 8239
KING #4	255	856			M MC 8240
KING #5	255	858			M MC 8241
KING #6	255	860			M MC 8242
KING #7	255	862			M MC 8243
KING #8	255	864			M MC 8244
KING #9	255	866			M MC 8245
KING #10	255	868			M MC 8246
KING #11	255	870			M MC 8247
KING #12	255	872			M MC 8248
QUEEN #1	255	874			M MC 8249
QUEEN #2	255	876			M MC 8250
QUEEN #3	255	878			M MC 8251
QUEEN #4	255	880			M MC 8252
QUEEN #5	255	882			M MC 8253
QUEEN #6	255	884			M MC 8254
QUEEN #7	255	886			M MC 8255

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
QUEEN #8	255	888			M MC 8256
QUEEN #9	255	890			M MC 8257
QUEEN #10	255	892			M MC 8258
QUEEN #11	255	894			M MC 8259
QUEEN #12	255	896			M MC 8260
QUEEN #13	255	898			M MC 8261
QUEEN #14	255	900			M MC 8262
QUEEN #15	255	902			M MC 8263
QUEEN #16	255	904			M MC 8264
QUEEN #17	255	906			M MC 8265
QUEEN #18	255	908			M MC 8266
QUEEN #19	255	910			M MC 8267
QUEEN #20	255	912			M MC 8268
QUEEN #21	255	914			M MC 8269
QUEEN #22	255	916			M MC 8270
QUEEN #23	255	918			M MC 8271
QUEEN #24	255	920			M MC 8272
QUEEN #25	255	922			M MC 8273

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320024
PROPERTY NAME: POCO CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 8 SOUTH, RANGE 1 WEST, MADISON COUNTY, MONTANA

SECTION 34: (PORTION THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	PAGE	AMENDED RECORDATION BOOK	PAGE	BLM SERIAL NO.
POCO # 1	254	674			M MC 8274
POCO # 2	254	676			M MC 8275
POCO # 3	254	678			M MC 8276
POCO # 4	254	680			M MC 8277
POCO # 5	254	682			M MC 8278
POCO # 6	254	684			M MC 8279
POCO # 7	254	686			M MC 8280
POCO # 8	254	688			M MC 8281
POCO # 9	254	690			M MC 8282
POCO # 10	254	692			M MC 8283
POCO # 11	254	694			M MC 8284
POCO # 12	254	696			M MC 8285
POCO # 13	254	698			M MC 8286
POCO # 14	254	700			M MC 8287
POCO # 15	254	702			M MC 8288
POCO # 16	254	704			M MC 8289
POCO # 17	254	706			M MC 8290
POCO # 18	254	708			M MC 8291
POCO # 19	318	424			M MC 128760
POCO # 20	254	712			M MC 8293

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
POCO # 21	254	714			M MC 8294
POCO # 22	254	716			M MC 8295
POCO # 23	254	718			M MC 8296
POCO # 24	254	720			M MC 8297
POCO # 25	254	722			M MC 8298
POCO # 26	254	724			M MC 8299
POCO # 27	254	726			M MC 8300
POCO # 28	254	728			M MC 8301
POCO # 29	254	730			M MC 8302
POCO # 30	254	732			M MC 8303
POCO # 31	254	734			M MC 8304
POCO # 32	254	736			M MC 8305
POCO # 33	254	738			M MC 8306
POCO # 34	254	740			M MC 8307
POCO # 35	254	742			M MC 8308
POCO # 36	254	744			M MC 8309

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320034
PROPERTY NAME: MARGIE CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA

SECTION 13: (PORTION THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
MARGIE NO. 1	211	305	261	196	M MC 21007
MARGIE NO. 2	211	307	261	198	M MC 21008
MARGIE NO. 3	211	309	261	200	M MC 21009
MARGIE NO. 4	211	311	261	202	M MC 21010

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320062
PROPERTY NAME: YELLOWSTONE CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 9 SOUTH RANGE 1 WEST, MADISON COUNTY, MONTANA

SECTION 4: (PORTION THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
YELLOWSTONE	187	123	267	703	M MC 008231
YELLOWSTONE NO. 1	187	125	267	705	M MC 008232
YELLOWSTONE NO. 2	187	127	267	707	M MC 008233
YELLOWSTONE NO. 3	187	145	267	709	M MC 008234
YELLOWSTONE NO. 4	187	147	267	711	M MC 008235
YELLOWSTONE NO. 5	187	149	267	713	M MC 008236
YELLOWSTONE NO. 6	257	002	267	715	M MC 009123
YELLOWSTONE NO. 7	257	004	267	717	M MC 009124
YELLOWSTONE NO. 8	257	006	267	719	M MC 009125
YELLOWSTONE NO. 9	257	008	267	721	M MC 009126
YELLOWSTONE NO. 13	257	016	267	729	M MC 009130
YELLOWSTONE NO. 14	257	018	267	731	M MC 009131
YELLOWSTONE NO. 15	257	020	267	733	M MC 009132
YELLOWSTONE NO. 17	257	024	267	737	M MC 009134
YELLOWSTONE NO. 10	319	959			M MC 129772
YELLOWSTONE NO. 18	319	960			M MC 129773
YELLOWSTONE NO. 12	319	961			M MC 129774
YELLOWSTONE NO. 16	319	962			M MC 129775

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320067
PROPERTY NAME: SNOW WHITE CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MADISON COUNTY

SECTION 3: (PORTION THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	PAGE	AMENDED RECORDATION BOOK	PAGE	BLM SERIAL NO.
SNOW WHITE NO. 1	348	275			M MC 179137
SNOW WHITE NO. 2	348	277			M MC 179138
SNOW WHITE NO. 3	348	279			M MC 179139
SNOW WHITE NO. 4	348	281			M MC 179140
SNOW WHITE NO. 5	348	283			M MC 179141

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320072
PROPERTY NAME: GOLDEN ANTLER CLMS.
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 2 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA

SECTION 14: (PORTION THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
CHLORITE NO. 5	272	623			M MC 66088
CHLORITE NO. 7	272	627			M MC 66090
CHLORITE NO. 8	272	629			M MC 66091
CHLORITE NO. 9	272	631			M MC 66092
GOLDEN ANTLER NO. 9	272	649			M MC 66099
CHLORITE NO. 2	275	483			M MC 71648
CHLORITE NO. 4	275	485			M MC 71649
CHLORITE NO. 6	275	487			M MC 71650
GOLDEN ANTLER NO. 8	275	493			M MC 71653
CHLORITE NO. 3	281	405			M MC 81415
GOLDEN ANTLER #3	281	407			M MC 81416
GOLDEN ANTLER #4	276	127	281	401	M MC 81417
GOLDEN ANTLER #5	281	399			M MC 81418
GOLDEN ANTLER NO. 6	281	403			M MC 81419
GOLDEN ANTLER NO. 7	281	395			M MC 81420
GOLDEN ANTLER NO. 10	281	397			M MC 81421
GOLDEN ANTLER NO. 11	281	393			M MC 81422
GOLDEN ANTLER NO. 12	281	391			M MC 81423

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320079
PROPERTY NAME: LISA CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA

SECTIONS 11, 12, 13, 14, 23, 24: (PORTIONS THEREOF)

TOWNSHIP 7 SOUTH, RANGE 5 WEST, MADISON COUNTY, MONTANA

SECTIONS 7, 18, 19: (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
LISA #1	302	848			M MC 113561
LISA #2	302	850			M MC 113562
LISA #3	302	852			M MC 113563
LISA #4	302	854			M MC 113564
LISA #5	302	856			M MC 113565
LISA #6	302	858			M MC 113566
LISA #7	302	860			M MC 113567
LISA #8	302	862			M MC 113568
LISA #9	302	864			M MC 113569
LISA #11	302	866			M MC 113570
LISA #12	302	868			M MC 113571
LISA #13	302	870			M MC 113572
LISA #14	302	872			M MC 113573
LISA #15	302	874			M MC 113574
LISA #16	302	876			M MC 113575

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
LISA #17	302	878			M MC 113576
LISA #18	302	880			M MC 113577
LISA #19	302	882			M MC 113578
LISA #20	302	884			M MC 113579
LISA #21	302	886			M MC 113580
LISA #23	302	888			M MC 113581
LISA #25	302	890			M MC 113582
LISA #26	302	892			M MC 113583
LISA #27	302	894			M MC 113584
LISA #28	302	896			M MC 113585
LISA #29	302	898			M MC 113586
LISA #30	302	900			M MC 113587
LISA #31	302	902			M MC 113588
LISA #32	302	904			M MC 113589
LISA #33	302	906			M MC 113590
LISA #34	302	908			M MC 113591
LISA #35	302	910			M MC 113592
LISA #36	302	912			M MC 113593
LISA #38	302	914			M MC 113594
LISA #39	302	916			M MC 113595
LISA #40	302	918			M MC 113596
LISA #41	302	920			M MC 113597
LISA #42	302	922			M MC 113598
LISA #43	302	924			M MC 113599
LISA #44	302	926			M MC 113600
LISA #45	302	928			M MC 113601
LISA #46	302	930			M MC 113602
LISA #47	302	932			M MC 113603
LISA #48	302	934			M MC 113604
LISA #49	302	936			M MC 113605
LISA #50	302	938			M MC 113606
LISA #51	302	940			M MC 113607
LISA #52	302	942			M MC 113608
LISA #53	302	944			M MC 113609
LISA #54	302	946			M MC 113610
LISA #55	302	948			M MC 113611

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
LISA #56	302	950			M MC 113612
LISA #57	302	952			M MC 113613
LISA #58	302	954			M MC 113614
LISA #59	302	956			M MC 113615
LISA #60	302	958			M MC 113616
LISA #61	302	960			M MC 113617
LISA #62	302	962			M MC 113618
LISA #63	302	964			M MC 113619
LISA #64	302	966			M MC 113620
LISA #65	302	968			M MC 113621
LISA #66	302	970			M MC 113622
LISA #67	302	972			M MC 113623
LISA #68	302	974			M MC 113624
LISA #69	302	976			M MC 113625
LISA #70	302	978			M MC 113626
LISA #71	302	980			M MC 113627
LISA #72	302	982			M MC 113628
LISA #73	302	984			M MC 113629
LISA #74	302	986			M MC 113630
LISA #75	302	988			M MC 113631
LISA #76	302	990			M MC 113632
LISA #77	302	992			M MC 113633
LISA #78	302	994			M MC 113634
LISA #79	302	996			M MC 113635
LISA #80	302	998			M MC 113636
LISA #81	303	001			M MC 113637
LISA #82	303	003			M MC 113638
LISA #83	303	005			M MC 113639
LISA #84	303	007			M MC 113640
LISA #85	303	009			M MC 113641
LISA #86	303	011			M MC 113642
LISA #87	303	013			M MC 113643
LISA #88	303	015			M MC 113644
LISA #89	303	017			M MC 113645
LISA #90	303	019			M MC 113646
LISA #91	303	021			M MC 113647

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
LISA #92	303	023			M MC 113648
LISA #93	303	025			M MC 113649
LISA #94	303	027			M MC 113650
LISA #95	303	029			M MC 113651
LISA #96	303	031			M MC 113652
LISA #97	303	033			M MC 113653
LISA #98	303	035			M MC 113654
LISA #99	303	037			M MC 113655
LISA #100	303	039			M MC 113656
LISA #101	303	041			M MC 113657
LISA #102	303	043			M MC 113658
LISA #103	303	045			M MC 113659
LISA #104	303	047			M MC 113660
LISA #105	303	049			M MC 113661
LISA #106	303	051			M MC 113662
LISA #107	303	053			M MC 113663
LISA #108	303	055			M MC 113664
LISA #109	303	057			M MC 113665
LISA #110	303	058			M MC 113666
LISA #111	303	061			M MC 113667
LISA #112	303	063			M MC 113668
LISA #113	303	065			M MC 113669
LISA #114	303	067			M MC 113670
LISA #115	303	069			M MC 113671
LISA #116	303	071			M MC 113672
LISA #117	303	073			M MC 113673
LISA #118	303	075			M MC 113674
LISA #119	303	077			M MC 113675
LISA #120	303	079			M MC 113676
LISA #121	303	081			M MC 113677
LISA #122	303	083			M MC 113678
LISA #123	303	085			M MC 113679
LISA #124	303	087			M MC 113680

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320104
PROPERTY NAME: MP LODE CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA

SECTION 32, 33: (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
MP 9	309	719	311	604	M MC 119868
MP 10	309	720	311	605	M MC 119869
MP 11	309	721	311	606	M MC 119870
MP 12	309	722	311	607	M MC 119871
MP 13	309	723	311	608	M MC 119872
MP 14	309	724	311	609	M MC 119873
MP 15	309	725	311	610	M MC 119874
MP 16	309	726	311	611	M MC 119875
MP 17	309	727	311	612	M MC 119876
MP 18	311	814			M MC 121999
MP 19	311	815			M MC 122000
MP-20	327	622			M MC 147848
MP-21	327	624			M MC 147849
MP-22	327	625			M MC 147850
MP-23	327	626			M MC 147851
MP-26	327	629			M MC 147854
MP-27	327	630			M MC 147855
MP-24	330	447			M MC 152111
MP-25	330	448			M MC 152112

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320110
PROPERTY NAME: KAY CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 8 SOUTH, RANGE 1 WEST, MADISON COUNTY, MONTANA

SECTIONS 28, 33: (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
KAY # 22	311	67	311	683	M MC 121328
KAY # 23	311	68	311	684	M MC 121329
KAY # 24	311	69	311	685	M MC 121330
KAY # 25	311	70	311	686	M MC 121331
KAY # 26	311	71	311	687	M MC 121332
KAY # 27	311	72	311	688	M MC 121333
KAY # 28	311	73	311	689	M MC 121334
KAY # 29	311	74	311	690	M MC 121335
KAY # 30	311	75	311	691	M MC 121336

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-2b

MINERAL PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: NEW
PROPERTY NAME: ASPEN CLAIMS
INTEREST TYPE: OWNED
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

TOWNSHIP 2 SOUTH, RANGE 7 WEST, MADISON COUNTY, MONTANA

SECTIONS 22, 23, 26, 27: (PORTIONS THEREOF)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
ASPEN # 1					
ASPEN # 2					
ASPEN # 3					
ASPEN # 4					
ASPEN # 5					
ASPEN # 6					
ASPEN # 7					
ASPEN # 8					
ASPEN # 9					
ASPEN # 10					
ASPEN # 11					
ASPEN # 12					
ASPEN # 13					
ASPEN # 14					
ASPEN # 15					
ASPEN # 16					
ASPEN # 17					
ASPEN # 18					

NOTE:

UNPATENTED MINING CLAIMS REPRESENT A POSSESSORY INTEREST IN MINERAL RIGHTS, SUBJECT TO THE PARAMOUNT TITLE OF THE UNITED STATES GOVERNMENT.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320051
PROPERTY NAME: SO. RAILWAY-SPUR
INTEREST TYPE: LEASED
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

A SPUR TRACK AT ALPINE, ALABAMA, 568 FEET, MORE OR LESS, IN LENGTH, LOCATED SUBSTANTIALLY AS SHOWN IN RED AND GREEN ON PRINT OF DRAWING NO. TB-80-0136, DATED APRIL 30, 1980,, ANNEXED TO AND MADE A PART THEREOF OF AGREEMENT DATED APRIL 1, 1981 BETWEEN SOUTHERN RAILWAY COMPANY AND CYPRUS MINES CORPORATION.

THIS AGREEMENT IS ASSIGNABLE BY CYPRUS MINES CORP. TO CYPRUS TALC CORP. UNDER THAT CERTAIN CONDITIONAL CONSENT TO ASSIGN AGREEMENT BETWEEN CYPRUS MINES CORP. AND NORFOLK SOUTHERN RAILWAY COMPANY DATED APRIL 24, 1992, SUBJECT TO THE REQUIREMENT OF CYPRUS TALC CORP. TO EXECUTE A NEW AGREEMENT WITHIN 90 DAYS AFTER RECEIPT OF SAME BY NORFOLK.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: NEW
PROPERTY NAME: NORFOLK SOUTHERN RAILWAY
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

AGREEMENT DATED _____, 1992 BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY AND CYPRUS TALC CORPORATION COVERING TWO PARCELS OF THE RIGHT-OF-WAY OR PROPERTY OF NORFOLK HAVING A COMBINED TOTAL OF 20,074 SQUARE FEET, THE LOCATION AND DIMENSIONS SHOWN ON DRAWING TB-87-0037 ATTACHED TO AGREEMENT. CYPRUS HAS RIGHT TO MAINTAIN UPON THE PREMISES AN EXISTING BUILDING, A PAVED PARKING AREA, ROOF OVERHANG, TWO PLATFORMS, GAS METERING STATION, CONCRETE SLAP, TRUCK SCALE, ROADWAY AND FURTHER RIGHT TO MAINTAIN A PRIVATE GRADE CROSSING LOCATED 3684 FEET WEST OF MILEPOST 94-N.

THIS AGREEMENT CANCELS AGREEMENT DATED NOVEMBER 23, 1970 BETWEEN SOUTHERN RAILWAY AND AMERICAN TALC COMPANY, AS ASSIGNED, AND AMENDED; AND AGREEMENT DATED JULY 13, 1981 BETWEEN SOUTHERN RAILWAY COMPANY AND CYPRUS MINES CORPORATION. (PREVIOUS PROPERTY NOS. 320052 and 320053)

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320134
PROPERTY NAME: EDMISTON, JACK R.
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: ALABAMA
COUNTY NAME: TALLADEGA

LAND DESCRIPTION:

MINING LEASE DATED JUNE 3, 1986 BETWEEN JACK R. EDMISTON AND CANDACE Q. EDMISTON AND CYPRUS MINES CORPORATION, A MEMORANDUM OF MINING LEASE RECORDED IN DEED BOOK 539, PAGE 584 OF THE TALLADEGA COUNTY RECORDS:

TOWNSHIP 20 SOUTH, RANGE 4 EAST, HUNTSVILLE MERIDIAN

SECTION 9: A PARCEL OF LAND SITUATED IN THE SE/4 NE/4 MORE FULLY DESCRIBED BELOW AND,
SECTION 10: A PARCEL OF LAND SITUATED IN THE NW/4 MORE FULLY DESCRIBED BELOW:

BEGINNING AT THE NORTHEAST CORNER OF SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20, RANGE 4; THENCE SOUTH 00 DEGREES -34' WEST A DISTANCE OF 1050 FEET TO A POINT ON THE NORTH ROW OF PUBLIC ROAD; THENCE NORTH 65 DEGREES -28' EAST ALONG SAID ROW A DISTANCE OF 168.34 FEET TO A POINT; THENCE NORTH 66 DEGREES -07' EAST ALONG SAID ROW A DISTANCE OF 474.34 FEET TO A POINT; THENCE NORTH 47 DEGREES -37' EAST ALONG SAID ROW A DISTANCE OF 1267.35 FEET TO A POINT; THENCE NORTH 00 DEGREES -34' EAST A DISTANCE OF 802.7 FEET TO A POINT; THENCE SOUTH 60 DEGREES -16' WEST A DISTANCE OF 1750.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.0 ACRES, MORE OR LESS, LOCATED IN TALLADEGA COUNTY, ALABAMA

LESS AND EXCEPT A 5 ACRE BLOCK WHICH INCLUDES THE RESIDENT OF THE LESSORS AND THE ENVIRONS OF THE RESIDENCE OF THE LESSORS.

SUBJECT TO:

PRODUCTION ROYALTY AND MINIMUM ADVANCE ROYALTY PAYMENTS TO JACK R. EDMISTON AND CANDACE Q. EDMISTON AND RAMONA B. KLINNER, AS SET FORTH IN MINING LEASED HEREINABOVE DESCRIBED AND WARRANTY DEED DATED AUGUST 7, 1987, RECORDED AT BOOK 551, PAGE 833, JUDGE OF PROBATE RECORDS, TALLADEGA COUNTY, ALABAMA.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320217 02
PROPERTY NAME: TRYON, WALTER W.
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

RECIPROCAL USE AGREEMENT DATED DECEMBER 6, 1979 BETWEEN WALTER W. TYRON, THOMAS M. TYRON, JOHN C. TYRON AND MARY E. TYRON, GRANTOR, AND WESTERN SOURCE, INC., GRANTEE, COVERING THE FOLLOWING LANDS:

TOWNSHIP 3 NORTH, RANGE 13 WEST, M.D.B.&M.

SECTION 15: S/2 SW/4

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN RECIPROCAL USE AGREEMENT HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320223
PROPERTY NAME: AIROLA, JOHN W.
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

AGREEMENT AND RIGHT OF FIRST REFUSAL DATED OCTOBER 17, 1979 BETWEEN JOHN W. AIROLA AND FRANCES E. AIROLA, LESSOR, AND WESTERN SOURCE INC., LESSEE, WITH A MEMORANDUM OF AGREEMENT AND RIGHT OF FIRST REFUSAL RECORDED IN BOOK 527, PAGE 109, RECORDS OF CALAVERAS COUNTY, CALIFORNIA AS DESCRIBED BELOW:

A TRACT OF REAL PROPERTY CONSISTING OF 40 ACRES, MORE OR LESS, SITUATED IN CALAVERAS COUNTY, CALIFORNIA, AND IS FURTHER DESCRIBED AS BEING THE N/2 OF THE 80 ACRES PARCEL NUMBER 14 OF CALAVERAS COUNTY ASSESSOR MAP BOOK 64 PAGE 003; ALSO DESCRIBED AS SW/4 OF SW/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 13 EAST M.D.B.&M.

WITHIN THE ABOVE DESCRIBED REAL PROPERTY, THERE IS THE FOLLOWING DESCRIBED PORTION OF LAND CONSISTING OF 10 ACRES, MORE OR LESS, TO WHICH LESSEE HAS BEEN LEASED SURFACE RIGHTS IN ADDITION TO MINERAL RIGHTS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID QUARTER APPROXIMATELY 500 FEET TO A CROSS FENCE;

THENCE EASTERLY FOLLOWING THE CROSS FENCE APPROXIMATELY 650 FEET TO THE POINT WHERE THE CROSS FENCE INTERSECTS THE LINE OF THE BURIED WATER LINE (WHICH IS A STATE-HELD RIGHT OF WAY AND WHICH PROVIDES WATER TO THE FAIRGROUNDS AT FROGTOWN);

THENCE NORTHEASTERLY ALONG THE LINE OF THE BURIED PIPELINE APPROXIMATELY 700 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE WESTERLY ALONG THE NORTH LINE TO THE POINT OF BEGINNING, COMPRISING 10 ACRES, BE THE SAME, MORE OR LESS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

SUBJECT TO:

1) EASEMENT BETWEEN JOHN WILLIAM AIROLA AND FRANCES ELIZABETH AIROLA, GRANTOR, AND PACIFIC TELEPHONE AND TELEGRAPH COMPANY, GRANTEE, AS AMENDED, RECORDED AT BOOK 450, PAGE 216, CALAVERAS COUNTY, CALIFORNIA.

2) MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN AGREEMENT AND RIGHT OF FIRST REFUSAL HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320217 EA01
PROPERTY NAME: TRYON, WALTER W.
INTEREST TYPE: EASEMENT
PROPERTY TYPE: SURFACE
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

EASEMENT AGREEMENT DATED DECEMBER 6, 1979 BETWEEN WALTER W. TYRON, THOMAS W. TYRON, JOHN C. TYRON AND MARY E. TYRON, GRANTOR, AND WESTERN SOURCE INC.:

ALL THAT CERTAIN REAL PROPERTY IN CALAVERAS COUNTY, STATE OF CALIFORNIA, CONSISTING OF APPROXIMATELY 140 ACRES, MORE OR LESS AND DESCRIBED AS THE E/2 OF THE NW/4 AND A PORTION OF THE E/2 OF THE SW/4 OF SECTION 22; TOWNSHIP 3 NORTH, RANGE 13 EAST EAST M.D.B.&M.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320217 EA02
PROPERTY NAME: BALDWIN, CHARLES I.
INTEREST TYPE: EASEMENT
PROPERTY TYPE: SURFACE
STATE NAME: CALIFORNIA
COUNTY NAME: CALAVERAS

LAND DESCRIPTION:

EASEMENT AGREEMENT DATED JULY 12, 1979 BETWEEN CHARLES I. BALDWIN, LOIS E. BALDWIN, GRANTOR, AND W. E. LEONARD, AS ASSIGNED, RECORDED AT BOOK 511 PAGE 204, CALAVERAS COUNTY, CALIFORNIA, AS DESCRIBED BELOW:

ALL THAT CERTAIN REAL PROPERTY IN CALAVERAS COUNTY, STATE OF CALIFORNIA, DESCRIBED AS ASSESSOR'S PARCEL NO. 57-003-08 AND MORE PARTICULARLY DESCRIBED BELOW:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 13 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14 AND RUNNING THENCE NORTHERLY, ALONG AN EXISTING FENCE LINE, 1815.43 FEET TO A POINT;

THENCE CONTINUING ALONG THE EXISTING FENCE LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEGREES 53' EAST 69.15 FEET;

NORTH 55 DEGREES 29' EAST 169.24 FEET; AND

NORTH 67 DEGREES 41' EAST 56.10 FEET TO A POINT IN THE CENTER LINE OF FRENCH GULCH ROAD;

THENCE IN A SOUTHERLY DIRECTION FOLLOWING THE MEANDERINGS OF THE SAID CENTER LINE OF FRENCH GULCH ROAD TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 14;

THENCE WESTERLY, ALONG SAID SECTION LINE, TO THE POINT OF BEGINNING.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 403003
PROPERTY NAME: VANTEX MANAGEMENT
INTEREST TYPE: LEASED
PROPERTY TYPE: OFFICE/LAB
STATE NAME: COLORADO
COUNTY NAME: ARAPAHOE

LAND DESCRIPTION:

STANDARD COMMERCIAL LEASE DATED JUNE 1, 1988 BETWEEN VANTEX MANAGEMENT COMPANY, INC., LESSOR, AND CYPRUS MINERALS COMPANY, LESSEE, AS ASSIGNED, COVERING THE FOLLOWING PROPERTY:

9,967 SQUARE FEET OF OFFICE BUILDING/LABORATORY SPACE LOCATED AT
HIGHLAND TECH
8985 EAST NICHOLS AVENUE, SUITE 300
ENGLEWOOD, COLORADO 80112

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 403004
PROPERTY NAME: VANTEX MANAGEMENT
INTEREST TYPE: LEASED
PROPERTY TYPE: OFFICE/LAB
STATE NAME: COLORADO
COUNTY NAME: ARAPAHOE

LAND DESCRIPTION:

STANDARD COMMERCIAL LEASE DATED MAY 29, 1990 BETWEEN VANTEX MANAGEMENT COMPANY, INC., LESSOR, AND CYPRUS MINERALS COMPANY, LESSEE, AS ASSIGNED, COVERING THE FOLLOWING PROPERTY:

6,722 SQUARE FEET OF OFFICE BUILDING/LABORATORY SPACE LOCATED AT
HIGHLAND TECH
8985 EAST NICHOLS AVENUE, SUITE 310
ENGLEWOOD, COLORADO 80112

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320151
PROPERTY NAME: BROWN, STANLEY ET AL
INTEREST TYPE: LEASED
PROPERTY TYPE: MINERAL
STATE NAME: MASSACHUSETTS
COUNTY NAME: BERKSHIRE

LAND DESCRIPTION:

LEASE AGREEMENT BETWEEN STANLEY BROWN, MARALYN BROWN AND STEVEN BROWN, OWNER, AND OMYA, INC., LESSEE, AS ASSIGNED, DATED FEBRUARY 24, 1986, DESCRIBED AS FOLLOWS:

BEING THE LAND AND PREMISES OWNED BY STANLEY, MARALYN AND STEVEN BROWN AND LOCATED IN THE TOWN OF FLORIDA, COUNTY OF BERKSHIRE, MASSACHUSETTS AND BEING MORE PARTICULARLY DESCRIBED AS LISTED IN THE TOWN OF FLORIDA RECORDS AS LOT N 1 A AND LYING SOUTHERLY OF REED BROOK, NORTHERLY OF ROUTE 2 AND EASTERLY AND ADJACENT TO LAND AND PREMISES NOW OR FORMERLY OF ALAN AND JOSEPHINE POIROT, TOGETHER WITH A RIGHT OF WAY AND ACCESS THERETO, INCLUDING FROM TORREY MOUNTAIN ROAD, OF RECORD, FOR ALL PURPOSES.

CONTAINING 63.0 MINERAL ACRES, MORE OR LESS, LOCATED IN BERKSHIRE COUNTY, MASSACHUSETTS.

SUBJECT TO:

MIMIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN LEASE AGREEMENT HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320152
PROPERTY NAME: POIROT, ALAN ET UX.
INTEREST TYPE: LEASED
PROPERTY TYPE: MINERAL
STATE NAME: MASSACHUSETTS
COUNTY NAME: BERKSHIRE

LAND DESCRIPTION:

LEASE AGREEMENT DATED FEBRUARY 24, 1986 BETWEEN JOSEPHINE POIROT, LESSOR, AND OMYA, INC., LESSEE, AS ASSIGNED, DESCRIBED AS FOLLOWS:

BEING THE LAND AND PREMISES OWNED BY ALAN AND JOSEPHINE POIROT AND LOCATED IN THE TOWN OF FLORIDA, COUNTY OF BERKSHIRE, MASSACHUSETTS AND BEING MORE PARTICULARLY DESCRIBED AS LYING SOUTHERLY OF REED BROOK AND NORTHERLY OF ROUTE 2.

EXCLUDING THE PORTION LYING SOUTH OF A BLAZED LINE RUNNING APPROXIMATELY NORTH 40.0 DEGREES WEST (MAGNETIC) SAID LINE BEING LOCATED APPROXIMATELY 200' NORTH OF THE HOUSE ON SAID PREMISES, TOGETHER WITH A RIGHT OF WAY AND ACCESS THERETO, OF RECORD, FOR ALL PURPOSES.

CONTAINING 37.0 MINERAL ACRES, MORE OR LESS, LOCATED IN BERKSHIRE COUNTY, MASSACHUSETTS.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN LEASE AGREEMENT DESCRIBED HEREINABOVE.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320000
PROPERTY NAME: MT EXPL. LIC. #00158
INTEREST TYPE: LICENSE
PROPERTY TYPE: MINERAL
STATE NAME: MONTANA
COUNTY NAME:

LAND DESCRIPTION:

EXPLORATION LICENSE NO. 00158 DATED APRIL 11, 1974, RENEWABLE ANNUALLY, BETWEEN CYPRUS INDUSTRIAL MINERALS COMPANY, A DIVISION OF CYPRUS MINES CORP. AND THE STATE OF MONTANA, DEPARTMENT OF STATE LANDS, AS FOLLOWS:

EXPLORATION LICENSE #00158 ALLOWS CYPRUS TO EXPLORE FOR MINERALS THROUGHOUT THE STATE OF MONTANA.

BOND NO. 64S 100349837 IN AMOUNT OF [redacted] CURRENTLY SECURES TALC EXPLORATION ACTIVITIES CONDUCTED THEREUNDER IN THE STATE OF MONTANA.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320071 TR01
PROPERTY NAME: TRACK LEASE #086,627
INTEREST TYPE: LEASED
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

TRACK LEASE APPLICATION AND AGREEMENT DATED SEPTEMBER 1, 1990 BETWEEN MONTANA RAIL LINK, INC. AND CYPRUS INDUSTRIAL MINERALS, AS DESCRIBED BELOW:

PREMISES AND 1,000 FEET OF TRACK AT THREEFORKS, GALLATIN COUNTY, MONTANA, AS SHOWN ON EXHIBIT 'A' ATTACHED TO THE AGREEMENT.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320008 TR01
PROPERTY NAME: BN - TRACKAGE
INTEREST TYPE: PERMIT
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

INDUSTRY TRACK AGREEMENT DATED SEPTEMBER 29, 1986 BETWEEN MONTANA RAIL LINK INC., SUCCESSOR IN INTEREST TO BURLINGTON NORTHERN, AND CYPRUS INDUSTRIAL MINERALS COMPANY. PROPERTY IS LEASED BY CYPRUS UNDER LEASE NO. 88503 (PROPERTY NUMBER 320008).

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320008
PROPERTY NAME: LEASE #88503
INTEREST TYPE: EASEMENT/RIGHT-OF-WAY
PROPERTY TYPE:
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

LEASE DATED APRIL 29, 1960 BETWEEN NORTHERN RAILWAY COMPANY, ASSIGNOR, AND SIERRA TALC COMPANY, ASSIGNEE, AS FOLLOWS:

ALL THAT PART OF THE PREMISES OF THE SAID RAILWAY COMPANY AS SHOWN OUTLINED IN RED AND BLUE ON THE PRINT ATTACHED TO SUPPLEMENT DATED JUNE 1, 1986. SAID EXHIBIT IS DATED JUNE 10, 1986.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320033
PROPERTY NAME: BN LS. #239,618
INTEREST TYPE: EASEMENT/RIGHT-OF-WAY
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

AGREEMENT DATED DECEMBER 16, 1981, AS AMENDED, BETWEEN MONTANA RAIL LINK INC., SUCCESSOR TO BURLINGTON NORTHERN RAILROAD COMPANY, AND CYPRUS MINES CORPORATION, AS FURTHER DESCRIBED BELOW:

RAILROAD PROPERTY LOCATED IN GALLATIN COUNTY, MONTANA, AND IDENTIFIED IN EXHIBIT A TO AGREEMENT DATED AUGUST 17, 1981.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320009
PROPERTY NAME: BN LS #80788
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

SUPPLEMENT TO LEASE NO. 80788, AS AMENDED, DATED AUGUST 14, 1956 BETWEEN SIERRA TALC AND CLAY CO., LESSEE, AND NORTHERN PACIFIC RAILROAD COMPANY, AS ASSIGNED, LESSOR, AS DESCRIBED BELOW:

THAT PORTION OF THE RAILWAY COMPANY'S RUBY VALLEY BRANCH RIGHT OF WAY IN SECTION 9, TOWNSHIP 6 SOUTH, RANGE 4 WEST, MONTANA PRINCIPAL MERIDIAN LYING BETWEEN TWO LINES PARALLEL WITH AND DISTANT RESPECTIVELY 8.5 FT. AND 100 FT. WESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE RAILWAY COMPANY'S MAIN TRACK AS NOW CONSTRUCTED AND BETWEEN A LINE AT RIGHT ANGLES TO SAID CENTER LINE AT A POINT THEREIN DISTANT 632 FEET SOUTHERLY MEASURED ALONG SAID CENTER LINE, FROM ENGINEERING STATION 2388 PLUS 37.8 AND A LINE AT RIGHT ANGLES TO SAID CENTER LINE FROM A POINT THEREIN DISTANT 700 FT. NORTHERLY, MEASURED ALONG SAID CENTER LINE, FROM THE SOUTH LINE OF SAID SECTION.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320017
PROPERTY NAME: MADISON VAL. BAPTIST
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

LEASE AGREEMENT DATED OCTOBER 23, 1987 BETWEEN MADISON VALLEY BAPTIST CHURCH, LESSOR, AND CYPRUS INDUSTRIAL MINERALS COMPANY, A DIVISION OF CYPRUS MINES CORPORATION, AS DESCRIBED BELOW:

TOWNSHIP 5 SOUTH, RANGE 1 WEST, MONTANA PRINCIPAL MERIDIAN, MADISON COUNTY

LOT 3 OF THE 2ND NORTH ADDITION TO ENNIS HOT SPRINGS ACCORDING TO THE CERTIFICATE OF SURVEY FILED IN PLAT BOOK 4, PAGE 141, RECORDS OF MADISON COUNTY, MONTANA.

SUBJECT, HOWEVER, TO SUCH RESERVATIONS AND EXCEPTIONS AS MAY BE CONTAINED IN CONVEYANCES TO THE GRANTORS, OR THEIR PREDECESSORS IN INTEREST, AND FURTHER SUBJECT TO SUCH EASEMENTS AND RIGHTS OF WAY AS MAY APPEAR OF RECORD

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320136
PROPERTY NAME: MONTANA #NM1710-86
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE/MINERALS
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

STATE OF MONTANA NON-METALLIFEROUS MINERALS LEASE #NM-1710-86 DATED MARCH 17, 1986 BETWEEN STATE OF MONTANA, DEPARTMENT OF STATE LANDS, LESSOR, AND CYPRUS MINES CORPORATION, LESSEE, AS DESCRIBED BELOW:

TOWNSHIP 2 SOUTH, RANGE 7 WEST

SECTION 36: LOTS 1, 2, 3, 4, N/2, N/2 S/2

CONTAINING 637.68 ACRES, MORE OR LESS, LOCATED IN MADISON COUNTY, MONTANA

SUBJECT TO:

1) PRODUCTION ROYALTY PAYMENTS, AS SET FORTH IN THE MINING LEASE HEREINABOVE DESCRIBED.

2) OVERRIDING ROYALTY TO EDWARD NOLTE PURSUANT TO SECTION 4.6 OF THAT CERTAIN AGREEMENT DATED AUGUST 13, 1985 BETWEEN EDWARD NOLTE AND CYPRUS MINES CORPORATION (AREA OF INTEREST PROVISION, SEE PROPERTY FILE L-320112).

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320242 SP01
PROPERTY NAME: JOHNNY GULCH R-O-W
INTEREST TYPE: PERMIT
PROPERTY TYPE: SURFACE
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

SPECIAL USE PERMIT DATED APRIL 20, 1977 BETWEEN THE U. S. FOREST SERVICE, PERMITTER, AND UNITED SIERRA DIVISION, CYPRUS MINES CORPORATION, PERMITTEE, AS DESCRIBED BELOW:

A RIGHT-OF-WAY 1 CHAIN IN WIDTH BEGINNING AT A POINT 21 CHAINS SOUTH OF THE NW CORNER OF SECTION 8, T9S, R1W, P.M.M.; THENCE RUNNING WESTERLY UP JOHNNY GULCH APPROXIMATELY 83 CHAINS TO LOWER JOHNNY GULCH SPRING.

THE RIGHT-OF-WAY IS SHOWN ON THE PLAT ATTACHED TO THE SPECIAL USE PERMIT.

THIS PERMIT IS NOT ASSIGNABLE OR TRANSFERABLE BY CYPRUS MINES CORP.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320181
PROPERTY NAME: LOTT BROS. EASEMENT
INTEREST TYPE: EASEMENT/RIGHT-OF-WAY
PROPERTY TYPE: RIGHT OF WAY
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

EASEMENT DATED OCTOBER 17, 1988 BETWEEN LOTT BROS., INC. AND EDITH A. TASH AND EDWIN E. TASH, GRANTOR, AND CYPRUS MINES CORPORATION, GRANTEE, WITH A MEMORANDUM RECORDED AT BOOK 335, PAGE 41 IN THE RECORDS OF MADISON COUNTY, MONTANA, AS DESCRIBED BELOW:

AN EASEMENT TO CONSTRUCT, MAINTAIN, REPAIR AND USE AN ACCESS ROAD OVER, ALONG AND ACROSS THE FOLLOWING LANDS LOCATED IN THE COUNTY OF MADISON, STATE OF MONTANA:

TOWNSHIP 7 SOUTH, RANGE 6 WEST, MONTANA PRINCIPAL MERIDIAN

SECTION 27: E/2, SE/4
SECTION 33: NW/4, NW/4, SE/4
SECTION 34: NE/4, NW/4

THE EASEMENT SHALL BE OF VARIABLE WIDTH, WITH SUCH ADDITIONAL WIDTH AS REQUIRED FOR ACCOMMODATION, PROTECTION AND MAINTENANCE OF CUTS AND FILLS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320002
PROPERTY NAME: U.P. RR - CD #37827
INTEREST TYPE: EASEMENT/RIGHT-OF-WAY
PROPERTY TYPE: RIGHT OF WAY
STATE NAME: NEBRASKA
COUNTY NAME: HALL

LAND DESCRIPTION:

CONTRACT DATED NOVEMBER 16, 1971 BETWEEN UNION PACIFIC RAILROAD, LESSOR, AND CYPRUS MINES CORPORATION, LESSEE, AS DESCRIBED BELOW:

AN INDUSTRY SPUR TRACK APPROXIMATELY 804 FEET IN LENGTH LOCATED IN GRAND ISLAND, IN HALL COUNTY, NEBRASKA.

BY SUPPLEMENTAL AGREEMENT DATED 06/20/1978, CYPRUS ACQUIRED AN ADDITIONAL 603 FEET OF TRACK.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320057
PROPERTY NAME: CONRAIL #171985
INTEREST TYPE: LICENSE
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: NEW JERSEY
COUNTY NAME: MIDDLESEX

LAND DESCRIPTION:

AGREEMENT REGISTRY NO. 171985 DATED APRIL 4, 1966 BETWEEN LEHIGH VALLEY RAILROAD CO., AS ASSIGNED, AND METROPOLITAN TALC CO., INC., AS ASSIGNED, AS FURTHER DESCRIBED BELOW:

AGREEMENT COVERING A 2-INCH PIPE AND A WATER METER PIT LOCATED AT MILE POST 26+4692, SOUTH PLAINFIELD, NJ.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320058
PROPERTY NAME: CONRAIL SIDETRACK
INTEREST TYPE: SERVICE AGREEMENT
PROPERTY TYPE: RIGHT OF WAY
STATE NAME: NEW JERSEY
COUNTY NAME: MIDDLESEX

LAND DESCRIPTION:

AGREEMENT FOR INDUSTRY TRACK DATED JUNE 28, 1982 BETWEEN CONSOLIDATED RAIL CORPORATION AND CYPRUS MINES CORPORATION AS DESCRIBED BELOW:

SIDETRACK AT OR NEAR SOUTH PLAINFIELD STATION WHICH IS 680' IN LENGTH WITH POINT OF SWITCH LOCATED 515' WEST OF MILEPOST 26 ON THE PERTH AMBOY SECONDARY.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 340119
PROPERTY NAME: MILPARK LEASE
INTEREST TYPE: LEASED
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: TEXAS
COUNTY NAME: HARRIS

LAND DESCRIPTION:

LEASE AGREEMENT DATED MAY 31, 1988, AS AMENDED, BETWEEN CYPRUS INDUSTRIAL MINERALS COMPANY, A DIVISION OF CYPRUS MINES CORPORATION, LESSEE, AND MILPARK DRILLING FLUIDS, LESSOR, WITH A MEMORANDUM RECORDED ON APRIL 24, 1989 AT FILE NO. 145-63-1241, IN THE RECORDS OF HARRIS COUNTY, TEXAS:

TRACT "A": A TRACT OF LAND CONTAINING 5.2808 ACRES MORE OR LESS, BEING OUT OF AND A PART OF THAT CALLED 11.0375 ACRE TRACT SITUATED IN THE JOHN JONES LEAGUE, ABSTRACT 483, HARRIS COUNTY, TEXAS, SAID 11.0375 ACRES BEING THAT SAME TRACT CONVEYED TO OIL BASE, INC., FROM SOUTHERN PACIFIC CONPANY BY DEED RECORDED UNDER CLERS'S FILE NO. G-299565; SAID 5.2808 ACRE TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF VAN ROAD (BASED ON A WIDTH OF 60 FEET) AND THE EAST RIGHT-OF-WAY LINE OF SHELDON ROAD (BASED ON WIDTH OF 100 FEET);
THENCE, NORTH 85 DEG. 36 MIN. 15 SEC. EAST, A DISTANCE OF 24.43 FEET ALONG SAID NORTH IRGHT-OF-WAY LINE OF VAN ROAD TO A "X" BEING LOCATED IN THE EAST LINE OF A STRIP OF LAND CONVEYED TO HARRIS COUNTY AND FILED UNDER CLERKS'S FILE NO. F-936081, SAID "X" ALSO MARKING THE SOUTHWEST CORNER OF SAID 11.0375 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
THENCE, NORTH 03 DEG. 52 MIN. 17 SEC. WEST, A DISTANCE OF 401.74 FEET ALONG SAID EAST LINE OF THE STRIP OF LAND CONVEYED TO HARRIS COUNTY TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 11.0375 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
THENCE, NORTH 86 DEG. 58 MIN. 15 SEC. EAST, A DISTANCE OF 582.78 FEET TO A POINT MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
THENCE SOUTH 03 DEG. 52 MIN. 17 SEC. EAST, A DISTANCE OF 387.81 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING IN THE SAID NORTH RIGHT-OF-WAY LINE OF VAN ROAD;
THENCE, SOUTH 85 DEG. 36 MIN. 16 SEC. WEST, A DISTANCE OF 582.74 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND AND CONTAINING 5.2808 ACRE OF LAND, MORE OR LESS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

TRACT "B": A TRACT OF LAND CONTAINING 5.7568 ACRES MORE OR LESS, BEING OUT OF AND A PART OF THAT CALLED 11.0375 ACRE TRACT SITUATED IN THE JOHN JONES LEAGUE, ABSTRACT 483, HARRIS COUNTY, TEXAS, SAID 11.0375 ACRES BEING THAT SAME TRACT CONVEYED TO OIL BASE, INC., FROM SOUTHERN PACIFIC COMPANY BY BY DEED RECORDED UNDER CLERKS'S FILE NO. G-299565; SAID 5.7568 ACRE TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF VAN ROAD (BASED ON A WIDTH OF 60 FEET) AND THE EAST RIGHT-OF-WAY LINE OF

SHELDON ROAD (BASED ON A WIDTH OF 100 FEET);
THENCE NORTH 85 DEG. 36 MIN. 15 SEC. EAST, A DISTANCE OF 24.43 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF VAN ROAD TO AN "X" SET IN CONCRETE, SAID "X" BEING LOCATED IN THE EAST LINE OF A STRIP OF LAND CONVEYED TO HARRIS COUNTY AND FILED UNDER CLERK'S FILE NO. F-936081;
THENCE, NORTH 03 DEG. 52 MIN. 17 SEC. WEST, A DISTANCE OF 401.71 FEET ALONG SAID EAST LINE OF THE STRIP OF LAND CONVEYED TO HARRIS COUNTY TO A 5/8 INCH IRON ROD FOUND FOR CORNER;
THENCE, NORTH 86 DEG. 58 MIN. 15 SEC. EAST, A DISTANCE OF 582.78 FEET TO A POINT MARKING THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;
THENCE, CONTINUING NORTH 86 DEG. 58 MIN. 15 SEC. EAST, A DISTANCE OF 967.40 FEET TO A 1/2 INCH IRON ROD SET MARKING THE NORTHEAST CORNER OF SAID 11.0375 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, SAID ROD BEING LOCATED IN THE CENTER LINE OF A RAILROAD TRACK;
THENCE, SOUTH 80 DEG. 36 MIN. 15 SEC. WEST, A DISTANCE OF 52.70 FEET TO A 1/2 INCH IRON ROAD SET MARKING THE BEGINNING OF A CURVE TO THE LEFT;
THENCE, IN A SOUTHWESTERLY DIRECTION FOLLOWING SAID CURVE TO THE LEFT, HAVING A RADIUS OF 381.97 FEET AND SUBTENDING IN A CENTRAL ANGLE OF 81 DEG. 56 MIN. 24 SEC., AN ARC LENGTH OF 546.26 FEET, A CHORD OF 500.89 FEET IN LENGTH WHICH BEARS SOUTH 39 DEG. 38 MIN. 03 SEC. WEST TO A 1/2 IN. IRON ROD SET IN SAID NORTH RIGHT-OF-WAY LINE OF VAN ROAD, SAID IRON ROD MARKING THE SOUTHEAST CORNER OF SAID 11.0375 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
THENCE, SOUTH 85 DEG. 36 MIN. 15 SEC. WEST, A DISTANCE OF 570.04 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF VAN ROAD TO A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
THENCE NORTH 03 DEG. 52 MIN. 17 SEC. WEST, A DISTANCE OF 387.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.7568 ACRES OF LAND, MORE OR LESS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320026/320026A
PROPERTY NAME: TEXAS PACIFIC LAND
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

LIMESTONE AND TALCOSE ROCK LEASE AGREEMENT, AS AMENDED, BETWEEN TEXAS PACIFIC LAND TRUST, LESSOR, AND SOUTHWESTERN TALC CORPORATION, LESSEE, AS ASSIGNED, DATED NOVEMBER 1, 1956, AS FURTHER DESCRIBED BELOW:

TOWNSHIP 8-BLOCK 67, T & P RY. CO. SURVEY, HUDSPETH COUNTY, TEXAS:

SECTION : S/2 E/2 SW/4 SW/4, S/2 SE/4 SW/4,
S/2 W/2 SW/4 SE/4

CONTAINING 40 ACRES, MORE OR LESS

SUBJECT TO:

1) SUBLEASE UNDER LIMESTONE AND TALCOSE ROCK LEASE DATED APRIL 16, 1965, BETWEEN SOUTHWESTERN TALC CORPORATION, SUBLESSOR, AS ASSIGNED, AND TEXAS TALC COMPANY, SUBLESSEE, AS ASSIGNED.

2) ADVANCE MINIMUM AND PRODUCTION ROYALTY PAYABLE TO TEXAS PACIFIC LAND AS SET FORTH IN THE LIMESTONE AND TALCOSE ROCK LEASE AGREEMENT DESCRIBED HEREINABOVE.

3) OVERRIDING PRODUCTION ROYALTY PAYABLE TO MRS. LOYCE ROSSMAN COOLEY AS DESCRIBED IN LETTER DATED APRIL 23, 1968 FROM SOUTHWESTERN TALC CORP. AND WILLIAM ROSSMAN.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320031
PROPERTY NAME: TEXAS PACIFIC-SPUR
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

LEASE AND CONTRACT NO. 4813-B, AS AMENDED, DATED JANUARY 15, 1973 BETWEEN TEXAS PACIFIC LAND TRUST, LESSOR, AS ASSIGNED, AND UNITED SIERRA DIVISION CYPRUS MINES CORPORATION, LESSEE, AS DESCRIBED BELOW:

SURVEY 3, TOWNSHIP 8, BLOCK 69

TRACT ONE:

BEGINNING AT THE INTERSECTION OF A FENCE ALONG THE EASTERLY LINE OF AN EXISTING ROAD WITH A FENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE TEXAS AND PACIFIC RAILWAY CO. RAILROAD, SAID BEGINNING POINT BEING SOUTH 3,671 FEET, MORE OR LESS, AND EAST 2,330 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 8, BLOCK 69;

THENCE NORTH 70 DEGREES 12' WEST WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF THE TEXAS AND PACIFIC RAILWAY CO. RAILROAD, 400 FEET TO A POINT FOR CORNER;

THENCE NORTH 19 DEGREES 48' EAST, 100 FEET TO A POINT FOR CORNER;

THENCE SOUTH 70 DEGREES 12' EAST, 950 FEET TO A POINT FOR A CORNER;

THENCE SOUTH 19 DEGREES 48' WEST, 100 FEET TO A POINT FOR A CORNER;

THENCE NORTH 70 DEGRESS 12' WEST WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF

THE TEXAS AND PACIFIC RAILWAY CO. RAILROAD RIGHT OF WAY 550 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS;

TRACT TWO:

BEGINNING AT A POINT IN THE CENTER LINE OF AN EXISTING ROAD WHICH POINT IS 15.23 FEET, NORTH 70 DEGREES 12' WEST, AND 101.57 FEET, NORTH 9 DEGREES 43' EAST FROM THE BEGINNING POINT OF THE FIRST TRACT AS ABOVE DESCRIBED;

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

THENCE NORTH 9 DEGREES 43' EAST, WITH THE CENTER LINE OF SAID ROAD, 3622 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID SURVEY NO. 3 , TOWNSHIP 8, BLOCK 69, WHICH IS 2955 FEET, MORE OR LESS, EAST OF THE NORTHWEST CORNER OF SAID SURVEY; SAID LINE BEING 15 FEET FROM AND PARALLEL WITH AN EXISTING FENCE LINE AND BEING IN THE CENTER OF A 30-FOOT STRIP OF LAND HEREIN GRANTED FOR RIGHT OF WAY FOR SAID ROAD;

SAID RIGHT OF WAY CONTAINING 108,660 SQUARE FEET, OR 2.494 ACRES OF LAND.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320118
PROPERTY NAME: MISSOURI PAC.TL21199
INTEREST TYPE: LEASED
PROPERTY TYPE: INDUSTRIAL SITE
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

LEASE AGREEMENT DATED SEPTEMBER 5, 1961 BETWEEN TEXAS AND PACIFIC RAILWAY COMPANY, LESSOR, AND FLORIDA TILE INDUSTRIES, LESSEE, AS ASSIGNED, DESCRIBED BELOW:

A TRACT OF LAND TWELVE FEET BY TWENTY FEET AT EAGLE FLAT, HUDSPETH COUNTY, TEXAS, AS INDICATED IN RED ON PRINT ATTACHED TO LEASE AGREEMENT DATED 09/05/1961 BETWEEN TEXAS AND PACIFIC RAILWAY COMPANY AND FLORIDA TILE INDUSTRIES, INC.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320032
PROPERTY NAME: T & P RAILWAY CO.
INTEREST TYPE: EASEMENT/RIGHT-OF-WAY
PROPERTY TYPE: RIGHT OF WAY
STATE NAME: TEXAS
COUNTY NAME: HUDSPETH

LAND DESCRIPTION:

INDUSTRIAL TRACK AGREEMENT DATED FEBRUARY 2, 1962 BETWEEN TEXAS AND PACIFIC RAILWAY COMPANY, LESSOR, AND SOUTHWESTERN TALC CORPORATION, LESSEE, AS ASSIGNED, FURTHER DESCRIBED BELOW:

TRACKAGE TO SERVE LOADING OPERATION ON THE MAIN LINE WESTERN DIVISION OF THE RAILWAY AT MILE POST 757.1 IN OR NEAR EAGLE FLAT STATION, COUNTY OF HUDSPETH, STATE OF TEXAS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320149
PROPERTY NAME: MCCANDLESS, BYRON W.
INTEREST TYPE: LEASED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

LEASE AGREEMENT DATED NOVEMBER 1, 1981, AS AMENDED, BETWEEN BYRON W. MC CANDLESS AND MARY B. MC CANDLESS, LESSOR, AND OMYA, INC., LESSEE, AS ASSIGNED, A MEMORANDUM OF LEASE RECORDED IN VOLUME 25, PAGES 485-497, AS FURTHER DESCRIBED BELOW:

PARCEL A

BEGINNING AT A POINT AT THE SOUTH END OF A STONE WALL WHICH POINT MARKS THE SOUTHEAST CORNER OF LANDS OF OMYA, INC.; THENCE NORTH 11.0 DEGREES 20' EAST A DISTANCE OF EIGHT HUNDRED FORTY-FIVE (845.0) FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 61.0 DEGREES 43' EAST A DISTANCE OF FIVE HUNDRED EIGHTEEN (518.0) FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 58.0 DEGREES 30' EAST A DISTANCE OF SEVEN HUNDRED (700.0) FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 26.0 DEGREES 15' EAST A DISTANCE OF SEVEN HUNDRED SEVENTEEN (717.0) FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 46.0 DEGREES 25' EAST A DISTANCE OF TWO HUNDRED FIFTY-ONE AND 5/10 (251.5) FEET, MORE OR LESS, TO A POINT WHICH SAID POINT MARKS THE NORTH-EAST CORNER OF REMAINING LANDS OF MCCANDLESS; THENCE IN A NORTHWESTERLY DIRECTION IN A STRAIGHT LINE COURSE A DISTANCE OF ONE THOUSAND EIGHT HUNDRED FIFTY (1850.0) FEET, MORE OR LESS, TO THE POINT AND PLACE OF BEGINNING.

PARCEL B

BEGINNING AT A POINT AT THE SOUTH END OF A STONE WALL WHICH POINT MARKS THE SOUTHEAST CORNER OF LANDS OF OMYA, INC. AND WHICH ALSO MARKS THE POINT AND PLACE OF BEGINNING OF PARCEL A HEREINABOVE DESCRIBED; THENCE IN A SOUTHEASTERLY DIRECTION IN A STRAIGHT LINE COURSE IN AND ALONG THE SOUTH-ERLY BOUNDARY OF SAID PARCEL A A DISTANCE OF THREE HUNDRED (300) FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 12.0 DEGREES 13' WEST A DISTANCE OF ONE THOUSAND SEVENTY-FIVE (1075.0) FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY EDGE OF THE RIGHT-OF-WAY OF TOWN ROAD #3; THENCE IN A NORTHWESTERLY DIRECTION IN AND ALONG SAID RIGHT-OF-WAY TO A POINT WHICH POINT MARKS THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF SAUNDERS; THENCE NORTH 12.0 DEGREES 13' EAST IN AND ALONG SAID SAUNDERS EASTERLY BOUNDARY LINE A DISTANCE OF NINE HUNDRED SEVEN (907.0) FEET, MORE OR LESS, TO THE POINT AND PLACE OF BEGINNING.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PARCEL C

BEGINNING AT A POINT IN THE SOUTH END OF A STONE WALL WHICH POINT MARKS THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF HAMM; THENCE SOUTH 12.0 DEGREES 55' WEST IN AN IMAGINARY CONTINUATION OF SAID STONE WALL A DISTANCE OF ONE THOUSAND ONE HUNDRED SEVENTY-FIVE (1175.0) FEET, MORE OR LESS, TO A POINT WHICH SAID POINT IF LOCATED APPROXIMATELY FIVE HUNDRED (500.0) FEET NORTHERLY OF THE NORTHERLY EDGE OF THE RIGHT-OF-WAY OF ROUTE #121; THENCE IN A SOUTHERWESTERLY DIRECTION IN A STRAIGHT LINE COURSE A DISTANCE OF ONE THOUSAND ONE HUNDRED SEVENTY (1170.0) FEET, MORE OR LESS, TO A POINT LOCATED APPROXIMATELY FIVE HUNDRED (500.0) FEET NORTHERLY OF THE NORTHERLY EDGE OF THE RIGHT-OF-WAY OF ROUTE #121 IN THE EASTERN BOUNDARY LINE OF LANDS NOW OR FORMERLY OF DIETRICH; THENCE NORTH 9.0 DEGREES 55' EAST IN AND ALONG SAID DIETRICH'S EASTERLY BOUNDARY LINE A DISTANCE OF ONE THOUSAND EIGHT HUNDRED (1800.0) FEET, MORE OR LESS, TO A POINT; THENCE NORTH 48.0 DEGREES 25' EAST A DISTANCE OF NINETY-EIGHT (98.0) FEET, MORE OR LESS, TO A POINT IN A STONE WALL WHICH POINT IS LOCATED IN THE SOUTHERLY BOUNDARY LINE OF HAMM; THENCE SOUTH 59.0 DEGREES 02' EAST IN AND ALONG SAID HAMM'S SOUTHERLY BOUNDARY LINE A DISTANCE OF ONE THOUSAND TWO HUNDRED SIXTY (1260.0) FEET, MORE OR LESS, TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 66.0 MINERAL ACRES, MORE OR LESS, LOCATED IN WINDHAM COUNTY, VERMONT.

ACREAGE AND LOCATION CANNOT BE ACCURATELY DETERMINED FOR THIS LEASE WITHOUT A SURVEY. THIS LEASE COVERS A PORTION OF 220.0 ACRES OWNED BY MCCANDLESS.

BEING A PORTION OF THE LANDS FORMERLY OF C. H. MCCANDLESS AND LOIS WOOD MCCANDLESS AND NOW OF BYRON W. MCCANDLESS AND MARY B. MCCANDLESS. REFERENCE IS HAD TO THE DEED RECORDED AT BOOK 17 AND PAGE 298 OF THE LANDS RECORDS OF THE TOWN OF WINDHAM FOR A MORE COMPLETE DESCRIPTION. ASSISTANCE IN DETERMINING THE LOCATIONS AND BOUNDARIES OF THE RESPECTIVE PARCELS MAY BE HAD BY REFERENCE TO THE MAP ATTACHED HERETO AND DRAWN BY B. W. MCCANDLESS AND C. H. MCCANDLESS DATED OCTOBER 23, 1962.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN THE LEASE AGREEMENT HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320150
PROPERTY NAME: HOWARD, BERNARD E.
INTEREST TYPE: LEASED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

LEASE AGREEMENT DATED SEPTEMBER 1, 1983 BETWEEN BERNARD E. HOWARD AND ETHEL K. HOWARD, LESSOR, AND OMYA, INC., LESSEE, AS ASSIGNED, A MEMORANDUM OF LEASE RECORDED IN BOOK 22, PAGE 13, IN THE TOWN OF WINDHAM RECORDS, VERMONT, AS FURTHER DESCRIBED BELOW:

BEING ALL OF THE LANDS FORMERLY OF CHARLES R. HOWARD, DECEASED, AND NOW OF BERNARD E. HOWARD AND ETHEL K. HOWARD. REFERENCE IS HAD TO CERTAIN DEEDS RECORDED AT BOOK 16, PAGE 10; BOOK 18, PAGE 465 AND BOOK 21, PAGE 20, OF THE LAND RECORDS OF THE TOWN OF WINDHAM, VERMONT FOR A MORE COMPLETE DESCRIPTION.

CONTAINING 100.0 MINERAL ACRES, MORE OR LESS, LOCATED IN WINDHAM COUNTY, VERMONT.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN THE LEASE AGREEMENT HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320154 01
PROPERTY NAME: JONES, CLYDE
INTEREST TYPE: LEASED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDHAM

LAND DESCRIPTION:

MINERAL RIGHTS AGREEMENT DATED OCTOBER 5, 1983 BETWEEN CLYDE JONES, AS ASSIGNED, AND NEWFANE SOAPSTONE ASSOCIATES, AS ASSIGNED, RECORDED IN BOOK 56, PAGE 554, IN THE TOWN OF DOVER RECORDS, VERMONT, AS FURTHER DESCRIBED BELOW:

BEING A PARCEL OF THE EASTERLY PART OF LAND OF CLYDE JONES, NOT TO INCLUDE ANY PART OF THE LARGE OPEN MOWED FIELD LYING EASTERLY OF SAID JONES HOUSE, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE CLYDE JONES LAND, SAID CORNER PRESUMED TO BE ON THE TOWN LINE BETWEEN DOVER AND NEWFANE AND BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF ONE ROSSNER; THENCE ABOUT SOUTH 28.0 DEGREES WEST ALONG THE EASTERLY BOUNDARY OF SAID JONES, ASSUMED TO BE THE TOWN LINE, AND LAND OF CERSOSIMO AND LAND OF HOLTZ ABOUT 2000.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LAND OF SAID JONES; THENCE ABOUT NORTH 64.0 DEGREES WEST ALONG LAND OF MERRIAM AND LAND OF LISATANO ABOUT 2400.0 FEET, MORE OR LESS, TO A POINT WHERE A LINE RUNNING NORTHERLY PARALLEL WITH SAID JONES' EASTERLY BOUNDARY WOULD JUST TOUCH THE STONE WALL BORDERING THE LARGE OPEN MOWED FIELD EASTERLY OF THE CLYDE JONES HOUSE AND NOT AT ANY POINT ENTER SAID OPEN FIELD; THENCE ABOUT NORTH 28.0 DEGREES EAST IN A STRAIGHT LINE PARALLEL WITH JONES' EASTERLY BOUNDARY ABOUT 2000.0 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF SAID JONES LAND; THENCE ABOUT SOUTH 64.0 DEGREES EAST ALONG LAND OF SAID ROSSNER ABOUT 2400.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 110.0 MINERAL ACRES, MORE OR LESS, LOCATED IN WINDHAM COUNTY, VERMONT.

THE ABOVE DESCRIPTION IS BASED ON THE DOVER TOWN TAX MAPS AND THE AERIAL PHOTOS WITH THOSE MAPS, THE DISTANCES BEING SCALED AND THE BEARINGS GIVEN MAGNETIC. ALSO INCLUDED ARE TWO 50 FOOT WIDE RIGHT-OF-WAY STRIPS, ONE BEING FROM TOWN ROAD NO. 31 ALONG THE NORTHERLY BOUNDARY OF SAID JONES TO THE ABOVE DESCRIBED PARCEL, THE OTHER BEING ALONG THE SOUTHERLY BOUNDARY OF JONES' LAND FROM TOWN ROAD NO. 30 TO THE ABOVE DESCRIBED PARCEL, THESE

REDACTED DOCUMENT

SCHEDULE 5.8-2a

MINERAL PROPERTY

OTHER PORTION OR PORTIONS OF THE GRANTORS' PREMISES.

SUBJECT TO:

(1) STATE OF VERMONT HIGHWAY RIGHTS AND CENTRAL VERMONT PUBLIC SERVICE CORPORATION POWER LINE RIGHTS AND EASEMENTS OF RECORD.

(2) RESERVATION OF PRODUCTION ROYALTY PAYMENT OF [redacted] OF MARKETABLE TALC AFTER AN INITIAL [redacted] TONS HAS BEEN REMOVED, AS DESCRIBED IN CONVEYANCE DATED OCTOBER 3, 1945 FROM SHERMAN M. HOWE AND EDYTHE M. HOWE TO VERMONT MINERAL PRODUCTS, INC.

SUBJECT TO:

(1) EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS AND CONDITIONS SHOWN BY THE PUBLIC RECORDS; (2) EASEMENTS, RIGHTS-OF-WAY, OR CLAIMS OF EASEMENTS AND RIGHTS-OF-WAY, NOT SHOWN BY THE PUBLIC RECORDS; AND (3) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

TWO RIGHTS-OF-WAY TO BE LOCATED IMMEDIATELY ADJACENT TO THE JONES' PROPERTY BOUNDARY EXCEPT WHERE A PHYSICAL OBSTRUCTION SUCH AS WATER, LEDGE OR EXTREME SLOPE MAKES IT NECESSARY TO DIVERT THE RIGHT-OF-WAY AROUND SAID OBSTRUCTION. THE ABOVE DESCRIBED PARCEL OF LAND BEING A PART OF LAND DEEDED BY ETTA L. JONES TO CLYDE W. JONES AND OLIVE A. JONES (NOW DECEASED) BY DEED RECORDED IN DOVER LAND RECORDS, BOOK 15, PAGE 411, DATED OCTOBER 7, 1941.

SUBJECT TO:

1) PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN THE MINERAL RIGHTS AGREEMENT DESCRIBED HEREINABOVE.

2) ASSIGNMENT OF JONES MINERAL RIGHTS AGREEMENT FROM NEWFANE SOAPSTONE ASSOCIATES, ASSIGNOR, TO GREEN MOUNTAIN TALC CORPORATION, ASSIGNEE, DATED FEBRUARY 9, 1990, RECORDED AT VOLUME 115, PAGES 217-220, TOWN OF DOVER RECORDS. NEWFANE SOAPSTONE ASSOCIATES RESERVES AN OVERRIDING ROYALTY INTEREST UNDER THE LANDS DESCRIBED HEREINABOVE.

3) PROMISSORY NOTE IN THE AMOUNT OF [redacted] FROM GREEN MOUNTAIN TALC CORPORATION TO NEWFANE SOAPSTONE ASSOCIATES PAYABLE ON OR BEFORE AUGUST 15, 1994.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320193
PROPERTY NAME: GALLOWHUR, GEORGE
INTEREST TYPE: LEASED
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

AGREEMENT DATED AUGUST 3, 1961, AS AMENDED, BETWEEN GEORGE GALLOWHUR, LESSOR, AS ASSIGNED, AND EASTERN MAGNESIA TALC CO., INC., LESSEE, AS ASSIGNED, A SHORT FORM WHICH IS RECORDED IN BOOK 37, PAGES 161-162 IN THE LAND RECORDS OF THE TOWN OF READING, VERMONT, AS DESCRIBED BELOW:

THE SHERMAN HOWE, JR. HOUSE AND PROPERTY ON BOTH SIDES OF ROUTE NO. 106 MORE PARTICULARLY DESCRIBED UPON EXHIBIT A, ATTACHED TO AGREEMENT AND NOTICE OF LEASE DATED AUGUST 3, 1961.

NOTE: EXCLUDING THOSE MINING RIGHTS OF WINDSOR MINERALS INC. ON ALL PROPERTY UPON WHICH IT HAS SUCH RIGHTS WHICH LIE EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEING ALL LANDS LYING EASTERLY OF THE LINE TO BE SURVEYED BUT WHICH WILL BE A LINE WHICH IS A NORTHEASTERLY AND SOUTHEASTERLY EXTENSION OF THE EASTERLY LINE OF THE SO-CALLED HOWE, JR. PROPERTY, WHICH LINE RUNS NORTHEASTERLY TO THE LAND NOW OR FORMERLY OWNED BY HARRISON AND SOUTHERLY TO THE CORNER IN THE STONE WALL MARKING THE NORTHEASTERLY CORNER OF THE LAND NOW OR FORMERLY OF ROACH.

THERE IS EXCEPTED FROM THIS PROVISION THOSE LANDS UPON WHICH WINDSOR MINERALS PRESENTLY HAS MINING RIGHTS WHICH HAVE BEEN HERETOFORE CONVEYED TO LANGENBACH AND HARRISON.

"DESCRIBED PARCEL" OF LAND REFERRED TO IN AGREEMENT SECTION 1, DATED SEPTEMBER 12, 1980.

BEING A PARCEL BOUNDED ON THE WEST BY THE WEST LINE OF GALLOWHUR PROPERTIES AS THEY EXISTED AT THE SIGNING OF THE AGREEMENT OF 1961, ON THE NORTH BY LANDS NOW OR FORMERLY OWNED BY COOKE AND HARRISON, AND THE EAST BY A LINE TO BE SURVEYED, BUT WHICH WILL BE A LINE WHICH IS A NORTH EXTENSION OF THE EASTERLY LINE OF THE SO-CALLED HOWE, JR. PROPERTY, WHICH LINE RUNS NORTH TO THE LAND NOW OR FORMERLY OWNED BY HARRISON, AND ON THE SOUTH BY THE NORTH LINE OF THE HOWE LANDS, WHICH IS 1430 FEET MORE OR LESS IN LENGTH AND RUNS ALONG A STONE WALL, HEREINAFTER REFERRED TO AS THE "DESCRIBED PARCEL".

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN AGREEMENT

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320202
PROPERTY NAME: FLETCHER FARM, INC.
INTEREST TYPE: LEASED
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

LEASE AND OPTION AGREEMENT DATED AUGUST 5, 1974 BETWEEN FLETCHER FARM, INC., LESSOR, AND WINDSOR MINERALS, INC., LESSEE, AS ASSIGNED, A MEMORANDUM OF LEASE AND OPTION AGREEMENT RECORDED AT BOOK 64, PAGES 283-284 IN THE RECORDS OF THE TOWN ON LUDLOW, VERMONT, DESCRIBED BELOW:

> A TRACT OF LAND, NOW OWNED BY THE LESSEE, IN THE TOWN OF LUDLOW WHICH WAS ACQUIRED FROM LESSOR ON MARCH 13, 1973, AS DESCRIBED IN THE TOWN RECORDS IN BOOK 61 AT PAGES 590-2, AND ADDITIONAL LANDS, NOW OWNED BY LESSOR, IN THE TOWNS OF LUDLOW AND CAVENDISH WHICH LIE SOUTH OF THE RIGHT-OF-WAY OF THE GREEN MOUNTAIN RAILROAD.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY PAYMENTS AS SET FORTH IN THE LEASE AND OPTION AGREEMENT HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320199
PROPERTY NAME: MACKENZIE NEIL F.
INTEREST TYPE: LEASE-OPT TO PURCHASE
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

AGREEMENT AND OPTION TO LEASE DATED AUGUST 24, 1972 BETWEEN NEIL F. MACKENZIE AND IDA A. MCKENZIE, LESSOR, AND WINDSOR MINERALS INC., LESSEE, AS ASSIGNED, AS DESCRIBED BELOW:

A TRACT OF LAND CONSISTING OF 40 ACRES, BE THE SAME MORE OR LESS, IN THE EAST HILL SECTION OF THE TOWN OF LUDLOW, AND IS FURTHER DESCRIBED AS FOLLOWS:

THE SAME AS WAS TRANSFERRED FROM JOHN BERNARD AND LOUIS BERNARD TO NEIL F. MACKENZIE AND RECORDED IN THE LAND RECORDS OF THE TOWN OF LUDLOW IN BOOK 47, AT PAGES 173 AND 174 DATED SEPTEMBER 18, 1955.

REFERENCE IS HEREBY MADE AND HAD TO SAID DEEDS AND RECORDS AND TO ALL FORMER DEEDS AND RECORDS FOR A FURTHER AND MORE PARTICULAR DESCRIPTION OF SAID LANDS AND PREMISES.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY AS SET FORTH IN AGREEMENT AND OPTION TO LEASE DESCRIBED HEREINABOVE.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320200
PROPERTY NAME: SMITH, ROBERT J.
INTEREST TYPE: LEASE-OPT TO PURCHASE
PROPERTY TYPE: SURFACE AND MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

AGREEMENT AND OPTION TO LEASE DATED JANUARY 19, 1972, AS AMENDED, BETWEEN ROBERT J. SMITH, JR. AND JEAN SMITH, LESSOR, AND WINDSOR MINERALS, INC., AS DESCRIBED BELOW:

A TRACT OF LAND CONSISTING OF 375 ACRES, BE THE SAME OR LESS, IN THE SOUTHEASTERLY SECTION OF SAID LUDLOW, AND IS FURTHER DESCRIBED AS BEING:

ALL AND THE SAME PREMISES DEEDED TO ROBERT J. SMITH, JR. BY QUIT CLAIM DEED OF EVELYN E. SCALES DATED DECEMBER 5, 1969 AND OF RECORD IN BOOK 57, PAGE 149 OF LUDLOW LAND RECORDS;

EXCEPTING AND RESERVING FROM THE PARCEL(S) OF REALTY ABOVE MENTIONED ALL THAT PART AND PORTION THEREOF HERETOFORE CONVEYED AS MORE PARTICULARLY DESCRIBED BELOW;

1. ROBERT J. SMITH, JR. TO TOWN OF LUDLOW, DATED DECEMBER 31, 1969, NOT YET RECORDED, BUT TO BE RECORDED IN THE TOWN OF LUDLOW LAND RECORDS.

2. ROBERT J. SMITH, JR. TO MARVIN R. AND NAOMI S. RANDOLPH, DEED DATED JANUARY 9, 1970, RECORDED JANUARY 15, 1970, IN BOOK 57, PAGES 218-219 OF THE TOWN OF LUDLOW LAND RECORDS.

3. ROBERT J. SMITH, JR. TO GEOFFREY R. WHITE, DEED DATED MARCH 6, 1970, RECORDED MARCH 6, 1970, IN BOOK 57, PAGES 318-319 OF THE TOWN OF LUDLOW LAND RECORDS.

4. ROBERT J. SMITH TO JOHN B. ROY AND DR. DOMINIC A. DELAURENTIS, DEED

   DATED MAY 26, 1970, RECORDED MAY 28, 1970, IN BOOK 57, PAGES 475-476 OF THE TOWN OF LUDLOW LAND RECORDS.

5. ROBERT J. SMITH, JR. AND JEAN SMITH TO RICHARD L. AND MARY S. WILLIAMS, DEED DATED MAY 27, 1971, RECORDED JUNE 1, 1971, IN BOOK 58, PAGES 567-568 OF THE TOWN OF LUDLOW LAND RECORDS.

6. ROBERT J. SMITH, JR. AND JEAN SMITH TO RICHARD AND EILEEN GRAN, ET AL DEED DATED AUGUST 23, 1971, RECORDED AUGUST 30, 1971, IN BOOK 59, PAGES 189-191 OF THE TOWN OF LUDLOW LAND RECORDS.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

AND EXCEPTING THAT PORTION OF THE PREMISES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST MARGIN OF THE EAST HILL ROAD DUE WEST FROM THE NORTH END OF THE AIRPORT RUNWAY AS IT EXISTED ON DECEMBER 8, 1971 AND PROCEEDING EAST TO A POINT 200 FEET EAST OF THE RESIDENCE OF ROBERT J. SMITH, JR.,

THENCE SOUTH PARALLEL TO THE EAST HILL ROAD APPROXIMATELY 850 FEET TO A STONE WALL WHICH RUNS EAST AND WEST,

THENCE WESTERLY TO A POINT 100 FEET EAST OF THE CENTERLINE OF THE AIRPORT RUNWAY,

THENCE SOUTHERLY PARALLEL TO THE CENTERLINE OF THE AIRPORT RUNWAY TO A POINT DUE EAST OF THE SOUTH END OF THE AIRPORT RUNWAY,

THENCE WEST TO THE EAST MARGIN OF THE EAST HILL ROAD,

THENCE NORTH TO THE POINT OF BEGINNING.

REFERENCE IS HEREBY MADE AND HAD TO SAID DEEDS AND RECORDS AND TO ALL FORMER DEEDS AND RECORDS FOR A FURTHER AND MORE PARTICULAR DESCRIPTION OF SAID LANDS AND PREMISES.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY AS SET FORTH IN AGREEMENT AND OPTION TO LEASE HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

SCHEDULE 5.8-3a

LEASED PROPERTY

PROPERTY NUMBER: 320207 02
PROPERTY NAME: KELLEY, LAWRENCE C.
INTEREST TYPE: LEASE-OPT TO PURCHASE
PROPERTY TYPE: MINERAL
STATE NAME: VERMONT
COUNTY NAME: WINDSOR

LAND DESCRIPTION:

AGREEMENT AND OPTION DATED AUGUST 1, 1985 BETWEEN LAWRENCE C. KELLEY, JR. AND HAROLD WEIDMAN, LESSOR, AND WINDSOR MINERALS INC., LESSEE, AS ASSIGNED, DESCRIBED BELOW:

A TRACT OF LAND CONSISTING OF 172 ACRES, BE THE SAME MORE OR LESS, ON THE WESTERN TOWN LINE OF THE TOWN OF CAVENDISH, SOUTH OF THE BLACK RIVER, AND IS FURTHER DESCRIBED AS BEING:

ALL AND THE SAME LAND AND PREMISES CONVEYED BY THE WITHIN OWNERS TO WINDSOR BY DEED OF EVEN DATE OR APPROXIMATE EVEN DATE HEREWITH AND ABOUT TO BE RECORDED IN THE CAVENDISH LAND RECORDS.

REFERENCE IS HEREBY MADE AND HAD TO SAID DEEDS AND RECORDS AND TO ALL FORMER DEEDS AND RECORDS FOR A FURTHER AND MORE PARTICULAR DESCRIPTION OF SAID LANDS AND PREMISES.

SUBJECT TO:

MINIMUM ADVANCE AND PRODUCTION ROYALTY SET FORTH IN THE AGREEMENT AND OPTION HEREINABOVE DESCRIBED.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-3b

LEASED PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: 320005
PROPERTY NAME: ANTLER MINING CO.
INTEREST TYPE: LEASE-OPT TO PURCHASE
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

UNPATENTED LODE AND MILLSITE CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 2 SOUTH, RANGE 6 WEST, MADISON COUNTY, MONTANA
SECTION: 14, 15 (portions thereof)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	PAGE	AMENDED RECORDATION BOOK	PAGE	BLM SERIAL NO.
CHLORITE #1	254	945			M MC 8315
GOLDEN ANTLER MILLSITE	256	252			M MC 8495
GOLDEN ANTLER #1	256	248			M MC 8496
GOLDEN ANTLER #2	256	250			M MC 8497

SUBJECT TO:

1) PRODUCTION ROYALTY AND MINIMUM ADVANCE ROYALTY AS SET FORTH IN THAT CERTAIN MINING AND OPTION TO PURCHASE AGREEMENT BETWEEN ANTLER MINING COMPANY, ROBERT S. NOLTE AND SYLVAN DONEGAN, JR., LESSOR, AND CYPRUS MINES CORPORATION, LESSEE, DATED MAY 6, 1978, AS AMENDED, WITH A SHORT FORM OF THE AGREEMENT RECORDED IN BOOK 258, PAGE 512, IN THE RECORDS OF MADISON COUNTY, MONTANA.

NOTE:

Unpatented lode mining claims represent a possessory interest in mineral rights only. Unpatented millsite claims reprsent a possessory interest in the surface only.

REDACTED DOCUMENT

SCHEDULE 5.8-3b

LEASED PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: NEW
PROPERTY NAME: SEIDENSTICKER
INTEREST TYPE: LEASE
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

UNPATENTED LODE CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 2 SOUTH, RANGE 7 WEST, MADISON COUNTY, MONTANA
SECTION: 26 (portion thereof)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
CHRISTINE #1	339	34			M MC 169978
CHRISTINE #2	339	36			M MC 169979
JULIE #1	339	38			M MC 169980
LAURA #1	339	40			M MC 169981
LAURA #2	339	42			M MC 169982

SUBJECT TO:

1) PRODUCTION ROYALTY AND MINIMUM ADVANCE ROYALTY AS SET FORTH IN MINING LEASE DATED APRIL 10, 1992, BETWEEN S. J. SEIDENSTICKER AND CHRISTINE O. SEIDENSTICKER, MARK S. DUNCAN AND JULIE A. DUNCAN, LESSOR, AND CYPRUS MINES CORPORATION, LESSEE.

NOTE:

Unpatented lode mining claims represent a possessory interest in mineral rights only.

REDACTED DOCUMENT

SCHEDULE 5.8-3b

LEASED PROPERTY

(Unpatented Mining Claims)

PROPERTY NUMBER: NEW
PROPERTY NAME: CLAIR
INTEREST TYPE: LEASE-OPT TO PURCHASE
PROPERTY TYPE: LODE CLAIM(S)
STATE NAME: NEVADA
COUNTY NAME: ESMERALDA

LAND DESCRIPTION:

UNPATENTED LODE CLAIMS DESCRIBED AS FOLLOWS:

TOWNSHIP 5 SOUTH, RANGE 40 EAST, ESMERALDA COUNTY, NEVADA
SECTION: 33 (portion thereof)

NAME OF CLAIM	ORIGINAL RECORDATION BOOK	ORIGINAL RECORDATION PAGE	AMENDED RECORDATION BOOK	AMENDED RECORDATION PAGE	BLM SERIAL NO.
FAIR LADY #1	162	165			N MC 634922
FAIR LADY #2	162	166			N MC 634923

SUBJECT TO:

1) PRODUCTION ROYALTY AND MINIMUM ADVANCE ROYALTY AS SET FORTH IN THAT CERTAIN MINING LEASE AND OPTION TO PURCHASE AGREEMENT DATED FEBRUARY 26, 1992, BETWEEN EARL CLAIR AND EMMA A. CLAIR, LESSOR, AND CYPRUS MINES CORPORATION, LESSEE.

NOTE:

Unpatented lode mining claims represent a possessory interest in mineral rights only.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320055 WA01
PROPERTY NAME: WATER LICENSE #2470
INTEREST TYPE: LICENSE
PROPERTY TYPE: WATER
STATE NAME: CALIFORNIA
COUNTY NAME: INYO

LAND DESCRIPTION:

LICENSE FOR DIVERSION AND USE OF WATER:
POINT OF DIVERSION: ABOUT 300' NORTHEAST OF OLD CABIN ON WILLOW CREEK FLAT AND ALSO BEING ABOUT 3 MILES WEST AND 7/8 MILE SOUTH OF USGS BENCHMARK MARKED V.A. 2387. SAID BENCH MARK IS SHOWN ON THE USGS BALLARAT QUADRANGLE; POINT OF DIVERSION BEING WITHIN SE/4 SE/4 PROJECT SECTION 3, T13S, R37E, MDB&M.

LOCATION OF USE: DOMESTIC USE IN SE/4 SE/4 OF PROJECTED SECTION 3, T13S, R37E, MDB&M, KNOWN AS WILLOW CREEK FLAT.

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320229
PROPERTY NAME: WATER #41F-C-10712
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	DECEMBER 14, 1976 AT 1:06 P.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	65.00 GPM
DIVERSION POINT:	NESWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	65.00 GPM FOR INDUSTRIAL PURPOSES
PLACE OF USE:	NESWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320230
PROPERTY NAME: WATER #41F-C-22215
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	MAY 29, 1979 AT 12:20 P.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	20.00 GPM UP TO 1.50 AC-FT
DIVERSION POINT:	NWSWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	20.00 GPM UP TO 1.50 AC-FT (JANUARY 1-DECEMBER 31) FOR DOMESTIC
PLACE OF USE:	NWSWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR DOMESTIC

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320231
PROPERTY NAME: WATER #41F-C-27668
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	JUNE 10, 1980 AT 11:43 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	50.00 GPM UP TO 80.63 AC-FT
DIVERSION POINT:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	50.00 GPM UP TO 80.63 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320232
PROPERTY NAME: WATER #41F-C-27669
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	JUNE 18, 1980 AT 11:42 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	30.00 GPM UP TO 48.38 AC-FT
DIVERSION POINT:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	30.00 GPM UP TO 48.38 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320233
PROPERTY NAME: WATER #41F-C-37743
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	NOVEMBER 9, 1981 AT 9:15 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	55.00 GPM UP TO 88.70 AC-FT
DIVERSION POINT:	SESWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	55.00 GPM UP TO 88.70 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SESWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320234
PROPERTY NAME: WATER #41F-C-37744
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	NOVEMBER 9, 1981 AT 9:08 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	91.00 GPM UP TO 146.76 AC-FT
DIVERSION POINT:	SESWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	91.00 GPM UP TO 146.76 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SESWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320235
PROPERTY NAME: WATER #41F-C-39222
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	DECEMBER 4, 1981 AT 8:15 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	60.00 GPM UP TO 96.79 AC-FT
DIVERSION POINT:	SESWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	60.00 GPM UP TO 96.79 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SESWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320236
PROPERTY NAME: WATER #41F-C-49629
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	NOVEMBER 23, 1982 AT 1:30 P.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	95.00 GPM UP TO 153.21 AC-FT
DIVERSION POINT:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	95.00 GPM UP TO 153.21 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320237
PROPERTY NAME: WATER #41F-W-107147
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: GALLATIN

LAND DESCRIPTION:

PRIORITY DATE:	DECEMBER 31, 1949
SOURCE:	WELL
VOLUME CLAIMED:	100 ACRE-FEET PER YEAR
FLOW RATE CLAIMED:	20 MINER'S INCHES
DIVERSION POINT:	NWSWNW SEC 36, T2N, R1E, GALLATIN COUNTY
USE:	IRRIGATION
PLACE OF USE:	SWNW SEC 36, T2N, R1E, GALLATIN COUNTY
PERIOD OF USE:	APRIL 15 TO OCTOBER 31

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320085
PROPERTY NAME: WATER #41F-W-120526
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

THIS DECREE IS ON THE MADISON RIVER BASIN, BASIN 41-F, AND APPLIES TO THE FOLLOWING:

SOURCE: JOHNNY GULCH

POINTS OF DIVERSION:	TOWNSHIP 9 SOUTH, RANGE 1 WEST
	SECTION 4: SE/4
PLACE OF USE:	TOWNSHIP 9 SOUTH, RANGE 1 WEST
	SECTION 4: SE/4

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320086
PROPERTY NAME: WATER #41F-W-125635
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

THIS DECREE IS ON THE MADISON RIVER BASIN, BASIN 41-F, AND APPLIES TO THE FOLLOWING:

SOURCE: LOWER JOHNNY GULCH SPRING

POINTS OF DIVERSION: TOWNSHIP 9 SOUTH, RANGE 1 WEST
SECTION 8: SW/4 SW/4 NW/4

PLACE OF USE: TOWNSHIP 9 SOUTH, RANGE 1 WEST
SECTION 4: SE/4 SW/4 SE/4

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320087
PROPERTY NAME: WATER #41F-W-132324
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

THIS DECREE IS ON THE MADISON RIVER BASIN, BASIN 41-F, AND APPLIES TO THE FOLLOWING:

SOURCE: JOHNNY GULCH

POINTS OF DIVERSION: TOWNSHIP 9 SOUTH, RANGE 1 WEST
- SECTION 3: SW/4 NW/4 NE/4 (DIVERSION DAM)
- SECTION 4: SE/4 NE/4 SE/4 (DIVERSION DAM)
- SECTION 9: NE/4 NW/4 NE/4 (RESERVOIR)

PLACE OF USE: TOWNSHIP 9 SOUTH, RANGE 1 WEST
- SECTION 3: NW/4 NE/4
- SECTION 4: E/2 E/2
- SECTION 9: N/2 N/2

CLARIFICATION OF LAND DESCRIPTION: TRANSITORY POINT OF DIVERSION IS ALL ALONG THE SOURCE WITHIN THE LEGAL LAND DESCRIPTION.

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320238
PROPERTY NAME: WATER #41G-C-58410
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	APRIL 1, 1985 AT 3:30 P.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	10.00 GPM UP TO 0.17 AC-FT
DIVERSION POINT:	S2SWSW SEC 9, T6S, R4W, MADISON COUNTY
USE:	10.00 GPM UP TO .17 AC-FT (JANUARY 1-DECEMBER 31) FOR COMMERCIAL
PLACE OF USE:	S2SWSW SEC 9, T6S, R4W, MADISON COUNTY

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320239
PROPERTY NAME: WATER #41C-W-130244
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	OCTOBER 15, 1969
SOURCE:	WELL
TOTAL AMOUNT:	200.00 GPM UP TO 161.74 AC-FT
DIVERSION POINT:	SWSW SEC 9, T6S, R4W, MADISON COUNTY
USE:	200.00 GPM UP TO 161.74 AC-FT (JANUARY 1-DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	S2SWSW SEC 9, T6S, R4W, MADISON COUNTY

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320240
PROPERTY NAME: WATER #41F-C-199203
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	JUNE 8, 1957
SOURCE:	UNNAMED TRIBUTARY OF COTTONWOOD CREEK
TOTAL AMOUNT:	30.00 GPM
DIVERSION POINT:	NWNESE SEC 13, T7S, R6W, MADISON COUNTY
USE:	30.00 GPM (JANUARY 1-DECEMBER 31) FOR MINING
PLACE OF USE:	SEC 14, T7S, R6W, MADISON COUNTY

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320243
PROPERTY NAME: WATER #41F-C-27701
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	JUNE 19, 1980 AT 10:38 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	25.00 GPM UP TO 1.80 AC-FT
DIVERSION POINT:	SESE SEC 34, T8S, R1W, MADISON COUNTY
USE:	25.00 GPM UP TO 1.80 AC-FT (MAY 1 - NOVEMBER 15) FOR POLLUTION ABATEMENT
PLACE OF USE:	SESE SEC 34, T8S, R1W, MADISON COUNTY FOR POLLUTION ABATEMENT

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320246
PROPERTY NAME: WATER #41F-C-46536
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	MAY 5, 1982 AT 9:50 A.M.
SOURCE:	GROUNDWATER WELL
TOTAL AMOUNT:	10.00 GPM UP TO 2.00 AC-FT
DIVERSION POINT:	SWSESE SEC 34, T8S, R1W, MADISON COUNTY
USE:	10.00 GPM UP TO 2.00 AC-FT (JANUARY 1 - DECEMBER 31) FOR INDUSTRIAL
PLACE OF USE:	SWSESE SEC 34, T8S, R1W, MADISON COUNTY FOR INDUSTRIAL

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320249
PROPERTY NAME: WATER #41F-P-59706
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	JUNE 25, 1985 AT 2:06 P.M.
SOURCE:	JOHNNY GULCH
TOTAL AMOUNT:	16.4 ACRE FEET PER ANNUM
DIVERSION POINT:	N2SENE SEC 8, T9S, R1W, MADISON COUNTY SWSWNW SEC 8, T9S, R1W, MADISON COUNTY
PERIOD OF APPROPRIATION:	APRIL 1 - OCTOBER 31
USE:	200.00 GPM UP TO 189.00 AC-FT (APRIL 1-OCTOBER 1) FOR INDUSTRIAL
PLACE OF USE:	SEC 4, T9S, R1W, MADISON COUNTY SEC 9, T9S, R1W, MADISON COUNTY
DIVERSION MEANS:	DAM
RESERVOIR:	ON STREAM CAPACITY OF 5.25 AC-FT
PLACE OF STORAGE:	N2SENE SEC. 8, T9S-R1W

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320250
PROPERTY NAME: WATER #41F-V-132324
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	MARCH 1, 1913
SOURCE:	JOHNNY GULCH
TOTAL AMOUNT:	15.00 GPM UP TO 100.00 AC-FT
DIVERSION POINT:	#1 SWNWNE SEC 3, T9S, R1W, MADISON COUNTY #2 SENESE SEC 4, T9S, R1W, MADISON COUNTY #3 NENWNE SEC 9, T9S, R1W, MADISON COUNTY
USE:	MINING
PERIOD OF USE:	MARCH 1 - NOVEMBER 1

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SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320251
PROPERTY NAME: WATER #41F-W-132325
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	MARCH 1, 1913
SOURCE:	JOHNNY GULCH
TOTAL AMOUNT:	15.00 GPM UP TO 100.00 AC-FT
DIVERSION POINT:	#1 SWNWNE SEC 3, T9S, R1W, MADISON COUNTY #2 SENESE SEC 4, T9S, R1W, MADISON COUNTY #3 NENWNE SEC 9, T9S, R1W, MADISON COUNTY
USE:	MINING
PERIOD OF USE:	MARCH 1 - NOVEMBER 1

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320247
PROPERTY NAME: WATER #41F-P-26754
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	MARCH 3, 1980 AT 11:17 A.M.
SOURCE:	JOHNNY GULCH
TOTAL AMOUNT:	UP TO 0.64 AC-FT PER ANNUM
DIVERSION POINT:	NENWSW AND SWSENW SEC 3, T9S, R1W, MADISON COUNTY
PERIOD OF APPROPRIATION:	JANUARY 1 - DECEMBER 31
USE: INDUSTRIAL -	UP TO .32 AC-FT (APRIL 1 - SEPTEMBER 30)
STOCK -	UP TO .32 AC-FT (APRIL 1 - SEPTEMBER 30)
PLACE OF USE:	NENWSW AND SWSENW SEC 3, T9S, R1W, MADISON COUNTY
DIVERSION MEANS:	DAM

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SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320248
PROPERTY NAME: WATER #41F-P-53160
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	OCTOBER 24, 1983 AT 2 P.M.
SOURCE:	JOHNNY GULCH
TOTAL AMOUNT:	80.00 GPM UP TO 75.60 AC-FT PER ANNUM
DIVERSION POINT:	SWNWNW SEC 9, T9S, R1W, MADISON COUNTY
PERIOD OF APPROPRIATION:	APRIL 1 - OCTOBER 31
USE: INDUSTRIAL -	80.00 GPM UP TO 75.60 AC-FT (APRIL 1 - OCTOBER 31)
PLACE OF USE:	SEC 4 AND SEC 9, T9S, R1W, MADISON COUNTY
DIVERSION MEANS:	PIPELINE

REDACTED DOCUMENT

SCHEDULE 5.8-4a

WATER RIGHTS

PROPERTY NUMBER: 320255
PROPERTY NAME: WATER #41C-W130244-00
INTEREST TYPE: PERMIT
PROPERTY TYPE: WATER
STATE NAME: MONTANA
COUNTY NAME: MADISON

LAND DESCRIPTION:

PRIORITY DATE:	OCTOBER 15, 1969
SOURCE:	WELL
TOTAL AMOUNT:	161.74 ACRE FEET PER YEAR
DIVERSION POINT:	SWSW SEC 9, T6S, R4W, MADISON COUNTY
PERIOD OF APPROPRIATION:	JAN 1 TO DEC 31
USE:	INDUSTRIAL - WASH PLANT
PLACE OF USE:	SWSW SEC 9, T6S, R4W, MADISON COUNTY
DIVERSION MEANS:	WELL

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SCHEDULE 5.9

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SCHEDULE 5.9

CIMC GHENT

1. N.V. Kesteleyn v. CIMC concerning an alleged agreement for the lease of land for storage of talc (summons on behalf of N.V. Kesteleyn, dated November 29, 1991 stating a claim for an amount of BF 10,109,884);

2. CIMC v. N.V. C.B.M., N.V. Mekol Mekanische Kolenverdeling, N.V. Great Lakes Carbon - Ghent and N.V. Immobiliaire Vennootschap der Vlaanderen Immo V.V. concerning alleged pollution of CIMC's talc by defendants' carbon (Summons on behalf of CIMC, dated January 24 and 26, 1989 stating a request for various measures which should prevent carbon pollution); and

3. (The Akzo matter).

DIMTA, S.A.

DIMTASA could be forced to undertake a special legal proceeding ("expediente de dominio") in order to obtain the recording of the ownership of the land plot referred to in point (ii) of Schedule 5.8.

REDACTED DOCUMENT

Active CIM Workers' Compensation Claims as of 05/27/92

Green Mountain Talc		
Gilman, Roy	04/06/92	Lt arm/shoulder, repetitive motion
Ingalls, Alton	04/11/92	Back strain
Ingalls, Keith	01/28/92	Back strain
Tallman, Bonnie	08/16/90	Carpal tunnel lt wrist
Windsor Minerals		
Chaffee, Edward	01/22/91	Back
Olney, Stephen	02/03/92	Lower back strain
Wilson, Edward	04/15/92	Hernia - groin
Beaverhead		
Carter, Carla Smith	02/06/81	Bilateral carpal tunnel (PPD only remains)
Sprout, Sheryl	12/10/91	Back strain - denied, may be litigated
Grand Island		
Smith, Michael E.	08/22/91	Back strain
Wichern, Leonard	03/10/82	Fatality
Wondercheck, Daron	04/18/90	Ulnar nerve contusion, rt
THree Forks		
Allen, Gary	08/13/91	Strained back
Campbell, Dale L.	02/21/92	Laceration rt head, strain neck & shoulder; possible subrogation
Campbell, Dale L.	12/06/84	Back strain
Cross, Anthony	11/14/89	Pain, both shoulders
Edwards, John	02/18/92	Pulled upper back
Hartmann Darwin	04/09/92	Contusion rt toe
McLean, George	11/09/87	Neck strain
Nottingham, Joseph	05/27/87	Contusion/abrasion rt foot
Yellowstone		
Davis, Glen	03/11/92	Pulled lt knee
Flamm, Norman	01/10/92	Bilateral tennis elbow
Funk, Virginia	08/29/91	Carpal tunnel/tennis elbow symptoms
Handlos, Donna	10/02/87	Neck strain - settled; meds only open
Kehler, Arthur	03/05/92	Laceration rt middle finger
Lee, John	04/22/92	Foreign object rt eye
Walsh, Tina	04/26/91	Bilateral heel spurs
Woodward, John	12/11/91	Back strain

REDACTED DOCUMENT

SCHEDULE 5.9

Existing Litigation For Which Seller Will Be Responsible

Bay, Inc. v. Three Rivers Rock Company, Cyprus Minerals Company, Cyprus Beryllium Company, et al
United States District Court, Southern District of Texas, Houston Division
Docket Number H88-3093

Cyprus Mines Corporation and Hecla Mining Company v. Wayne F. Christian, Don R. Christian & Wayne F. Christian as Executor Under the Will of Harold R. Barrentine, Deceased
Supreme Court of Laurens County, State of Georgia
Docket Number 91-423

Cyprus Mines Corporation, Appellant, v. Department of Revenue of the State of Montana
State Tax Appeal Board of the State of Montana
Docket Number MT-1989-9

Patrick Dale Kelley V. Louisiana Limestone Aggregates, Inc.
Fourteenth Judicial District Court, State of Louisiana, Parish of Calcasieu
Docket Number 86-6095

REDACTED DOCUMENT

SCHEDULE 5.9

Existing Litigation For Which ~~Buyer~~ Seller Will Be Responsible

General

AKZO Coatings PLC and Cyprus Industrial Minerals Corporation
In the High Court of Justice, Queen's Bench Division
Docket Number 90 ORB 988

National Railroad Passenger Corporation and Central Vermont Railway, Inc., v. Boston and Maine Corporation, et al
Supreme Court of the United States
Docket Number 90-1419

REDACTED DOCUMENT

SCHEDULE 5.9

Existing Claims For Which ~~Buyer~~ Seller Will Be Responsible

Employment Claims

David Bagneski
Equal Employment Opportunity Office; Denver, Colorado

Alleges failure to hire because of age; Cyprus' position is that they did not discriminate; claim is still under investigation by EEO Denver office.

Shari Zeisler
Equal Employment Opportunity Office; Denver, Colorado

Alleges sex discrimination. Commission has denied claim, and ruled in Cyprus' favor. Zeisler has until 7-1-92 to bring suit against Cyprus Industrial Minerals Corporation.

In the Matter of: Jack Murer, Jay Harbridge, Larry Mack, Susan Vernon, William Logan, Bruce Nelson, Keith Mordja, Steve Prickett, and James Brown, Individually and as Representatives of Class of Claimants Injured From 7-1-87 Thru 6-30-89 Who Were Receiving Maximum Weekly Compensation Benefits on or After 7-1-89, and Claimants Injured From 7-17-89 Thru 6-30-91 Who Were Receiving Maximum Weekly Compensation Benefits on or After 7-1-91, Petitioners, and Workers' Compensation Insurers Who Provided Coverage From 7-1-87 Thru 6-30-91, and Accepted Liability for Claims in the Above Referenced Class, Respondents.

State of Montana Department of Labor & Industry, Employment Relations Division, Workers' Compensation Mediation
Mediation File #92-431-1

Approximately fourteen employees have, in a memo to Mike Lorang, expressed concern that all of their service as an hourly employee should be counted under the salaried plan rather than the hourly plan because of their change in status to that of a salaried employee. The Retirement Plan Committee determined that those employees who had participated in the Cyprus Mines Salaried Plan prior to spin-off (July 1, 1985) should have all service counted under the salaried plan. Other individuals who had transferred from hourly to salaried status after spin-off were not afforded this treatment. All employees have been informed of the status of their request.

REDACTED DOCUMENT

SCHEDULE 5.9

Existing Litigation For Which Seller Will Be Responsible

Products Liability

Fredrick Aber and Maraim Aber, et al v. A. C. & S., Inc., et al (34 Additional Plaintiffs)
Court of Common Pleas, Summit County, Ohio
Docket Number ACV91 062049

Joseph Adams, Sr. (Deceased) et al v. Asbestos Corporation, Ltd., et al
14th Judicial District Court, Parish of Calcasieu, State of Louisiana
Docket Number 88-5635

Mildred M. Adams, et ux v. Celotex Corporation, et al
United States District Court, Western District of Louisiana, Lake Charles Division
Docket Number CV87-1194

J. M. Andrews and Frances P. Andrews, Plaintiff's Spouse, v. Anchor Packing Company, et al
United States District Court for the Northern District of Oklahoma
Docket Number 88-C-911C

Robert L. Blaydes and Jewell M. Blaydes, Plaintiff's Spouse, v. Anchor Packing Company, et al
United States District Court for the Northern District of Oklahoma
Docket Number 88 C 1201B

Lloyd W. Brown and Ann D. Brown v. Abex Corporation, et al
Court of Common Pleas, Cuyahoga County Justice Center, Ohio
Docket Number 229393

Anna Caperilla, Admx. of the Estate of Francis Caperilla v. Raymark Ind., Inc., et al
Montgomery County Court of Common Pleas, Civil Division, Pennsylvania
Docket Number 87-08810

R. D. Chastain and Lynn Chastain, et al v. A. C. & S., Inc., et al (24 Additional Plaintiffs)
Court of Common Pleas, Summit County, Ohio
Docket Number ACV91 051547

Clay C. Compton and Sandra L. Compton v. Abex Corporation, et al
Court of Common Pleas, Cuyahoga County Justice Center, Ohio
Docket Number 92-229107-CV

REDACTED DOCUMENT

David Culbertson, Personal Representative of the Estate of James Boland, et al v. A. C. & S., Inc., et al
Court of Common Pleas, Summit County, Ohio
Docket Number ACV90 072378

Phyllis Arlene Davis, Individually, and as Executrix of the Estate of Donald Davis, et al v. A. C. & S., Inc., et al (2 Additional Plaintiffs)
Court of Common Pleas, Summit County, Ohio
Docket Number ACV90 082624

Paul Devine and Marita Devine v. Armstrong World Industries, Inc., et al
United States District Court for the Northern District of Illinois Eastern Division
Docket Number 90C1335

Paul J. Dick and Bessie Dick v. A. C. & S., Inc., et al
Court of Common Pleas, Summit County, Ohio
Docket Number ACV90 061976

Mary Elizabeth Edelen, Individually, and as the Executrix of the Estate of William Comer Still, Deceased v. A. C. & S., Inc., et al
Court of Common Pleas, Summit County, Ohio
Docket Number ACV90-103392

Alvin Allen Ellis, et ux v. Acands, Inc., et al
United States District Court, Western District, Lake Charles Division, Louisiana
Docket Number CV86-3247

John Ferrise and Thomas A. Hennessey v. A. C. & S., Inc., et al
Court of Common Pleas, Summit County, Ohio
Docket Number ACV91 103577

George Haley, Sr. and Rose M. Haley; Harry Smith and Charlotte Smith; Rizieri Sica and Florence Sica; Charles Bennett and Clara Bennett v. C-E Minerals, Inc., et al
Superior Court of New Jersey, Law Division, Middlesex County
Docket Number L-9347-91

Paul Harris v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 321

Edward J. Kriebel and Rosellen Kriebel, h/w v. Asbestos Corp., Ltd., et al
Court of Common Pleas, Civil Division, Montgomery County, Pennsylvania
Docket Number 89 05015

REDACTED DOCUMENT

Roberta Lee v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 322

Walter Wayne McDonald and Judy McDonald v. Acands, Inc., et al
In the District Court of Orange County, Texas, 128th Judicial District
Docket Number A870654-C

Marie Miller v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 1165

Bonnie Norris v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 319

Eleanor Pogose v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 320

James B. Robertson, et ux v. Acands, Inc., et al
United States District Court, Western District, Lake Charles Division, Louisiana
Docket Number CV86-3509

Amelia Sanchez v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 318

Charles E. Schupbach v. Anchor Packing Company, et al
United States District Court for the Northern District of Oklahoma
Docket Number 88 C 1203B

Roger Leland Still and Delories A. Still, Plaintiff's Spouse, v. Anchor Packing Company, et al
United States District Court for the Northern District of Oklahoma
Docket Number 88 C 1202E

Ralph W. Stoner and Jeanne D. Stoner, Plaintiff's Spouse, v. Anchor Packing Company, et al
United States District Court for the Northern District of Oklahoma
Docket Number 88-C-910 B

REDACTED DOCUMENT

Dorothy Stout v. Ferro Corp., et al including Kentucky-Tennessee Clay Company, f/k/a Cyprus Industrial Minerals
Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit, Law Division
Docket Number 91 L 317

Charles L. Williams and Kimberly Williams v. Abex Corporation, et al
Court of Common Pleas, Cuyahoga County Justice Center, Ohio
Docket Number 92-229108-CV

Wilmo Williams, et ux v. Acands, Inc., et al
United States District Court, Western District, Lake Charles Division, Louisiana
Docket Number CV86-3420

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.10

REDACTED DOCUMENT

SCHEDULE 5.10

CIMC GHENT

The Ghent branch of CIMC is obtaining a water discharge permit, as required under the Belgian Law of March 26, 1971 and the Decree of the Flemish Executive of February 6, 1991.

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.11

REDACTED DOCUMENT

SCHEDULE 5.11

CIMC GHENT

(a) (iii) Lease Agreement between N.V. Sogatra and CIMC, dated June 6, 1991 for warehouses in Ghent.

(a) (iv) Employment Agreements between CIMC Ghent and:

- Mr. Philippe Blommaert, dated November 10, 1985;
- Ms. Myriam Claeys, dated June 1, 1989;
- Ms. Claudine Hebberecht, dated October 1, 1987;
- Mr. P. De Keukelaere, dated August 22, 1978;
- Mr. Alois Martens, dated December 17, 1987;
- Ms. Hilde Matyn, dated June 5, 1981;
- Ms. Masja Mortier, dated September 24, 1991;
- Ms. Veronique Rogiest, dated November 19, 1990;
- Mr. Roger Penne, dated July 24, 1973;
- Mr. Luc Plattiau, dated May 31, 1990;
- Mr. Willy Schatteman, dated September 1, 1978;
- Mr. Sven Strandlund, dated April 1, 1978;
- Mr. Robert Van Daele, dated March 16, 1987;
- Mr. Alain Vandevenne, dated April 14, 1988;
- Ms. Van Lerberghe Eliane, dated February 1, 1976;
- Mr. Kenneth Van Hoorebeke, dated November 15, 1990;
- Mr. J. Van Moorleghem, dated February 15, 1984;
- Mr. Johan Van Wesemael, dated June 12, 1989;
- Mr. Luc Verkest, dated May 2, 1983;
- Mr. Willy Vermote, dated February 15, 1989;
- Ms. Emmanuella Verschaetse, dated February 13, 191;
- Mr. Lieven Verstuyft, dated October 17, 1989; and
- Ms. Sabine Wollaert, dated December 1, 1990.

(a) (vi) By letter dated March 11, 1992 Kredietbank Belgium, with which CIMC holds accounts, has confirmed that it is willing to continue the current relations with CIMC in case of change of ownership of CIMC.

REDACTED DOCUMENT

SCHEDULE 5.11

Attached to and made a part of that certain Stock Purchase Agreement dated _____, 1992 between Cyprus Mines Coporation and RTZ America, Inc.

Leases which provide for monthly rental payments in excess of [redacted] per month (exclusive of charges for taxes, insurance, utilities, maintenance and repair) as required under Section 5.11(iii) of the Agreement are listed below:

Lease dated May 31, 1988 between Milpark Drilling Fluids and Cyprus Industrial Minerals Company, a division of Cyprus Mines Corporation, as amended, a Memorandum being recorded at File Number 145-63-1241 in the Records of Harris County, Texas. Lease expires on December 31, 1992 and requires a monthly rental payment of [redacted] to maintain until either termination or expiration. The property covered by this lease is commonly referred to as the Houston Mill.

CAMC-Greco-000945

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
1032	Cyprus Industrial Minerals Company	Sociedad Espanola de Talcos, S.A.	Talc Sales Agreement
1108	Cyprus Industrial Minerals Company	Town of Sandersville	Water Supply Agreement
1131	Cyprus Industrial Minerals Company	Nihon Mistron Company Amoco Japan Exploration Company	Office Space and Services
1157-A	Cyprus Industrial Minerals Company	General American Transportation Corp.	Railcar Transportation Agreement
1265	Cyprus Industrial Minerals Company	J C P D S	Computer Data Base Agreement
1463	Cyprus Industrial Minerals Company	Employee's of Three Forks Plant	Pension Plan - Three Forks
1469	Cyprus Industrial Minerals Company		Retirement Plan for Certain Hourly Employees
1545	Cyprus Industrial Minerals Company	Burlington Northern Railroad Company	Transportation Contract
1911	CIM Equipment Company	Industrial Development Authority Taladega County	Lease Agreement
1911-B	CIM Equipment Company	Industrial Development Board Northern Trust Company	Indenture of Trust - Taladega County
1911-C	CIM Equipment Company	Standard Oil Company Northern Trust Company	Guaranty Agreement
1977	Cyprus Industrial Minerals Company	Roy and Sons Bowers Excavating	General Services Master Contract
2278	Cyprus Industrial Minerals Company	Deltak Corporation Amoco (Cyprus)	Confidentiality Agreement
2287	Cyprus Industrial Minerals Company	Hilton-Davis Chemical Company	Confidentiality Agreement
2315	Cyprus Industrial Minerals Company	RMH Group, Inc. Amoco (Cyprus) Minerals	Confidentiality Agreement
2331	Cyprus Industrial Minerals Company	U. S. Steel Corporation	Confidentiality Agreement

* = No Cyprus Contract Number

CAMC-Greco-000946

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
2335	Cyprus Industrial Minerals Company	F. W. Energy Applications, Inc. Amoco (Cyprus) Minerals	Confidentiality Agreement
2818	Cyprus Industrial Minerals Company	End-Users Supply System	Gas Supply Agreement
2931-A	Green Mountain Talc Corporation	Vermont Talc, Inc.	Acquisition Agreement
2961	Cyprus Industrial Minerals Company	Mixing Equipment Company	Confidentiality Agreement
2965-H	Cyprus Industrial Minerals Company	Thompson Weinman & Company English China Clays (ECC) America Army Corps of Engineers	Power Supply - Replacement
2987-B	Cyprus Industrial Minerals Company	Milpark Drilling Fluids	Letter Agreement (Cmpetition)
3013	Cyprus Industrial Minerals Company	Corning Glass Works	Confidentiality Agreement
3110	Cyprus Industrial Minerals Company	Stanco International Corporation	Distributor Agreement: Kaolin & Ball Clay
3162	CIM - Headquarters	Josey, William G., Sr.	Casual Services Contract & Contractor
3218	Cyprus Windsor Minerals Corporation	Johnson & Johnson Baby Products Co. Johnson & Johnson Consu. Prod., Inc.	Talc Supply Agreement
3225-A	Cyprus Industrial Minerals Company	Nihon Mistron Company Ltd.	Confidentiality Agreement
3261	Green Mountain Talc Corporation	Troy Minerals	Contract Mining Agreement
3329	Cyprus Industrial Minerals Company	The Mennen Company	Release of Claims
3331	Cyprus Industrial Minerals Company	Peace River Pulp Company	Talc Sales Letter Agreement
3376	Cyprus Industrial Minerals Company	Mineral Technology Corporation	Master Agreement
3376-A	Cyprus Industrial Minerals Company	Mineral Technology Corporation	Termination of Agreement
3383	Cyprus Industrial Minerals Company	Dennis R. Coburn	Letter Agreement - Confidentiality

* = No Cyprus Contract Number

CAMC-Greco-000947

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
3399	Cyprus Industrial Minerals Company	Southern Ionics, Incorporated	Mistron Cascade Testing Agreement
3430	Cyprus Industrial Minerals Company	Ken McGee Corporation	Confidentiality Agreement
3431	Cyprus Industrial Minerals Company	Alpine America Corporation	Confidentiality Agreement
3501	Cyprus Industrial Minerals Company	Kentucky-Tennessee Clay Company Trinity Industries Leasing Company	Assignment to Lease
3573	Cyprus Industrial Minerals Company	Private Label Cosmetics Company	Confidential Testing Agreement
3586	Cyprus Industrial Minerals Company	Ferro Corporation	Confidentiality Agreement
3633	Cyprus Industrial Minerals Company	A & I Chemical, Inc.	Lease Agreement
3650	Cyprus Industrial Minerals Company	Livingston International, Inc.	Agency Agreement - Customs Agent
3651	Cyprus Industrial Minerals Company	Macmillan Bloedel Ltd.	Confidentiality Agreement
3654	Cyprus Industrial Minerals Company	Livingston International, Inc.	Customs Agent Agency Agreement
3662	Cyprus Industrial Minerals Company	Maybelline Company	Confidentiality Agreement
3688	Cyprus Industrial Minerals Company	Kleinschmidt Inc.	Car Location Message Agreement
3720	Cyprus Industrial Minerals Company	Pope and Talbot Incorporated	Confidentiality Agreement
3724	Cyprus Industrial Minerals Company	Southeastern Machinery Corporation	Warehouse Lease
3742	Cyprus Industrial Minerals Company	Advanced Packaging Techniques	Confidential Testing Agreement
3770-A	Cyprus Industrial Minerals Company	Guangxi Metals and Import and Export Kwang Ning Development Co. Ltd.	Memorandum of Understanding
3806	Cyprus Industrial Minerals Corporation	United Bank of Denver	Standby Trust Agreement
3929-A	Cyprus Industrial Minerals Company	Green Mountain Railroad Corporation	Amendment to Equipment Sublease

CIMCONT2

* = No Cyprus Contract Number

CAMC-Greco-000948

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4004	Cyprus Industrial Minerals Company	Montana Talc Company Fred Earnest	Confidentiality Agreement
4017	Cyprus Industrial Minerals Company	Various Other Parties	Various Short Term Contracts
4171	Cyprus Industrial Minerals Company	1600 PPR Inc.	Sales Agreement
4171-A	Cyprus Industrial Minerals Company	1600 PPR Inc.	Amendment No. 1
4173	Cyprus Industrial Minerals Company	Marvin H. Pitts, Jr.	Warehouse Lease
4189	Cyprus Industrial Minerals Company	Archie Schwartz Company 1600 PPR Inc.	Commission Agreement
4235	Cyprus Industrial Minerals Company	Revlon Inc.	Confidential Testing Agreement
4251	Cyprus Industrial Minerals Company	Maybelline Company	Supply Agreement
4282	Nihon Mistron	Tatsuaki Tanase	Employment Agreement
4298-B	Cyprus Industrial Minerals Company	China Guangxi Metals & Minerals Imp.	Attachment to Contract
4299	Cyprus Industrial Minerals Company	Almay, Inc.	Confidentiality Testing Agreement
4300	Cyprus Industrial Minerals Company	Patenting Agency	Patent - Mechanical Sorter (Spain)
4301	Cyprus Industrial Minerals Company	Patenting Agency	Patent - Pitch Control Systems (South Africa)
4301-A	Cyprus Industrial Minerals Company	Patenting Agency	Patent - Pitch Control Systems (Spain)
4313	Cyprus Windsor Minerals Corporation	Magee Greydon Freeman	Maintenance Agreement - Copier
4324	Cyprus Industrial Minerals Company	Sobue Clay Company Ltd.	Confidentiality Agreement
4326	Cyprus Industrial Minerals Company	Kasho Company, Ltd.	Confidentiality Agreement
4341	Cyprus Windsor Minerals Corporation	J&J Consumer Products	Letter of Intent - 1990

* = No Cyprus Contract Number

CAMC-Greco-000949

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4357	Green Mountain Talc Corporation	Newfane Soapstone Associates	Assignment of Mineral Rights Agreement
4404	Cyprus Industrial Minerals Company	Frank E. Dempsey & Sons, Ltd.	Distributorship Agreement
4414	Cyprus Industrial Minerals Company	P. T. Hutchins Company, Ltd.	Distributorship Agreement
4527	Cyprus Industrial Minerals Company	D-D Chemical Company, Inc.	Distributorship Agreement
4547	Cyprus Industrial Minerals Company	Penco Sales and Associates	Confidentiality Agreement
4559	Cyprus Industrial Minerals Comany	United Cement, Lime, Gypsum Boilmakers Union	Labor Contract Labor Contract
4560	Cyprus Windsor Minerals Corporation	Jeffrey L. Scott	Residential Lease
4564	Cyprus Windsor Minerals Corporation	Guild Drilling Company, Inc.	Exploration Drilling Agreement
4566	Cyprus Windsor Minerals Corporation	Comtrans	Release and Waiver
4567	Cyprus Windsor Minerals Corporation	New England Southern Railroad	Release and Waiver
4568	Cyprus Windsor Minerals Corporation	James R. Brammer	Residential Lease
4569	Cyprus Windsor Minerals Corporation	Paul Wyman	Residential Lease
4573	Cyprus Industrial Minerals Company	Kentuck-Tennessee Clay Company	Confidentiality Agreement
4603	Cyprus Industrial Minerals Company	Sobue Clay Company, Ltd.	Confidentiality Agreement
4604	Cyprus Industrial Minerals Company	OJI Paper Company Limited	Confidentiality Agreement
4605	Cyprus Industrial Minerals Company	Kasho Company, Ltd.	Confidentiality Agreement
4618	Cyprus Industrial Minerals Company	GAF Chemicals Corporation	confidentiality Agreement
4620	Cyprus Industrial Minerals Company	Dow Chemical Company	Extension of Existing Testing Agreement

* = No Cyprus Contract Number

CAMC-Greco-000950

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4631	Cyprus Industrial Minerals Company	Gordon Gill	Consulting Services Agreement
4656	Cyprus Industrial Minerals Company	Hecla Mining Company	Agreement-Purchase & Sale of Clay Division
4663	Cyprus Windsor Minerals Corporation	Russell Clough Company	Bill of Sale - Mining Machine, Conveyor
4693	Cyprus Industrial Minerals Company	Ilshin Industrial Co., Ltd.	Confidentiality Agreement
4700	Cyprus Windsor Minerals Corporation	Merriam-Graves Corporation	General Services Contract
4702	Cyprus Windsor Minerals Corporation	Springfield Plumbing & Heaating	General Services Contract
4706	Green Mountain Talc Corporation	Ground Work Construction	Agreement
4709	Cyprus Industrial Minerals Company	Ilshin Industrial Company, Ltd.	Confidentiality Agreement - Talc Sorting
4792	Cyprus Windsor Minerals Corporation	Jeffery L. Scott	Lease
4820	Cyprus Western Source Corporation	Jake A. & Donna J. Koplen	Lease Agreement
4912	Cyprus Windsor Minerals Corporation	State Scale Company, Inc.	General Services Agreement
4988	Cyprus Industrial Minerals Company	Sierra Talc de Mexico Grupo Sierra	*Confidentiality Agreement
5064	Cyprus Industrial Minerals Company	EZEM, Inc.	Confidentiality Agreement
5181	Cyprus Industrial Minerals Company	Davis Machine and Tool Company	Confidentiality Agreement
5182	Cyprus Industrial Minerals Company	Various Employees	Secrecy Agreements
5202	Cyprus Industrial Minerals Coompany	Cabarria Y Cia, S.A. Oscar H. Gil	Distributor/Sales Agent Appointment
5203	Cyprus Industrial Minerals Company	Thomas Muller, Sr. Forcel Ltd.	Distributor/Sales Agent Appointment

* - No Cyprus Contract Number

CAMC-Greco-000951

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5205	Cyprus Industrial Minerals Company	Junghwa International Corporation Y. R. Yoon	Distributor/Sales Agent Appointment
5206	Cyprus Industrial Minerals Company	P.T. Pentu Mas Mulia Kimia William Masrin	Distributor/Sales Agent Appointment
5207	Cyprus Industrial Minerals Company	Chemco Private Limited Quek Wan	Distributor/Sales Agent Appointment
5208	Cyprus Industrial Minerals Company	Chem Sol, S.A.	Distributor/Sales Agent Appointment
5209	Cyprus Industrial Minerals Comany	Andes Chemical Corporation	Distributor/Sales Agent Appointment
5210	Cyprus Industrial Minerals Company	Industrias Quimica Microcal C.A.	Distributor/Sales Agent Appointment
5211	Cyprus Industrial Minerals Company	Trump Chemical Corporation Simon Yu	Distributor/Sales Agent Appointment
5212	Cyprus Industrial Minerals Company	Robert Bryce & Co., Ltd. Sid H. Pennell	Distributor/Sales Agent Appointment
5213	Cyprus Industrial Minerals Company	Quimilar, S.A. Manuel Celi	Distributor/Sales Agent Appointment
5214	Cyprus Industrial Minerals Company	Ekman Pulp & Paper AB	Distributor/Sales Agent Appointment
5215	Cyprus Industrial Minerals Company	Connell Brothers, Co., Ltd.	Distributor/Sales Agent Appointment
5216	Cyprus Industrial Minerals Company	Ekman Pulp and Paper AB	Distributor/Sales Agent Appointment
5254	Cyprus Industrial Minerals Company	Steward Machine Co., Ltd. DEB Corporation	Confidentiality Agreement
5261	Cyprus Windsor Minerals Corporation	Various Other Parties	Various Short Term Contracts
5276	Cyprus Windsor Minerals Corporation	Mackenzie Construction Inc.	General Services Contract

* = No Cyprus Contract Number

CAMC-Greco-000952

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5315	Cyprus Industrial Minerals Company	Simmons Janitorial Service	Casual Services Contract
5368	Cyprus Windsor Minerals Corporation	Lico, Inc.	Service Agreement
5370	Cyprus Windsor Minerals Corporation	Johnson & Dix Fuel Corporation	Heating Oil Purchase Program
5371	Cyprus Windsor Minerals Corporation	Vermont Copier Jim Guay	Maintenance Agreement
5388	Cyprus Industrial Minerals Company	Quadra Chemicals, Ltd.	Distributorship Agreement
5417	Cyprus Industrial Minerals Company	Jeff Justice Barron Industries	Confidentiality Agreement
5425	Cyprus Industrial Minerals Company	Barron Industries	Confidentiality Agreement
5433	Cyprus Industrial Minerals Company	Rick Feskanin	General Services Contract
5552	Cyprus Industrial Minerals Company	Weaver & Sons, Inc.	Confidentiality Agreement
5558	Cyprus Industrial Minerals Comany	Alabama River Pulp Company, Inc.	Product Sale Agreement
5567	Cyprus Windsor Minerals Corporation	Robert J. Smith, Jr.	Memorandum - Third Amendment to Agreement
5587	Cyprus Industrial Minerals Company	Van Horn, Metz & Company, Inc.	Agreement
5590	Cyprus Windsor Minerals Corporation	Jet-Line Services, Inc.	Emergency Spill Agreement
5621	Cyprus Industrial Minerals Company	Fitz Chem Corporation	Distributorship Agreement
5708	CIM - Headquarters	The Montana Power Company's Gas Utility	Natural Gas Service Agreement
5709	CIM - Headquarters	The Montana Power Company's Gas Utility	Firm Gas Transmission Servic Agreement

* - No Cyprus Contract Number

CAMC-Greco-000953

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5710	CIM - Headquarters	The Montana Power Company's Gas Utility	Interruptible Gas Transmission Service
5711	CIM - Headquarters	The Montana Power Company's Gas Utility	Firm Gas Storage Service Agreement
5712	CIM - Headquarters	Canadian-Montana Pipe Line Company	Interruptible Service Agreement
5874	Cyprus Windsor Minerals Corporation	Willow Hill Property Management	Casual Services Contract
5876	Cyprus Windsor Minerals Corporation	Hemenway Electric Inc.	General Services Contract
5877	Cyprus Windsor Minerals Corporation	H.M.J. Corporation	General Services Contract
5917	Cyprus Windsor Minerals Corporation	WD Matthews Machinery	General Services Contract
5918	Cyprus Windsor Minerals Corporation	Hi-Vac Corporation	General Services Contract
5932	Cyprus Industrial Minerals Corporation	Oy Seltek Ab	Distributorship Agreement
5933	Cyprus Industrial Minerals Corporation	Industria Lombarda Propotti Chimici S.R.L.	Distributorship Agreement
5934	Cyprus Industrial Minerals Company	Tele Dynamics Div. of Lewis Burglary & Fire Protec.	Maintenance Agreement
5935	Cyprus Industrial Minerals Company	Arcadia Chemical Industries, Inc.	Contract Packaging Contract
5936	Cyprus Industrial Minerals Company	Exxon Chemicals Americas Exxon Chemical Company Exxon Corporation	Talc Sales Agreement
5940	Cyprus Windsor Minerals Corporation	George B. Tucker	General Services Contract
5942	Cyprus Industrial Minerals Corporation	Kasa A.G.	Distributorship Agreement
5943	Cyprus Industrial Minerals Corporation	Johananoff Staples & Sptys. Ltd.	Distributorship Agreement

* = No Cyprus Contract Number

CAMC-Greco-000954

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5944	Cyprus Industrial Minerals Corporation	Chemag S.A. (PTY) Ltd.	Distributorship Agreement
5945	Cyprus Industrial Minerals Corporation	ADITIL	Distributorship Agreement
5946	Cyprus Industrial Minerals Corporation	ADITIL	Distributorship Agreement
5947	Cyprus Industrial Minerals Corporation	Azienda Chimica Milanese S.P.A.	Distributorship Agreement
5948	Cyprus Industrial Minerals Corporation	Enichem Benelux, N.V.	Distributorship Agreement
5949	Cyprus Windsor Minerals Corporation	Green Mountain Railroad	Bill of Sale
5950	Cyprus Windsor Minerals Corporation	Ottauquechee Natural Resource U.S.D.A. Soil Conservation	Liability of Waiver
5952	Cyprus Windsor Minerals Corporation	Geomapping Associates, Ltd.	Consulting Services Agreement
5954	Cyprus Industrial Minerals Corporation	Sociquim Lda.	Distributorship Agreement
5955	Cyprus Industrial Minerals Corporation	Sociquim Lda.	Distributorship Agreement
*	Cyprus Windsor Minerals Corporation	Rail Systems, Inc.	Rail Contract
*	Cyprus Industrial Minerals Corporation	Green Mountain Railroad Corporation Delaware & Hudson Railway Company, Inc. Norfolk Southern Railway Company	Rail Contract (Cincinnati, OH)
*	Cyprus Windsor Minerals Corporation	Green Mountain Railroad Corporation D & H Corporation Norfolk Southern Railway Company	Rail Contract
*	Cyprus Windsor Minerals Corporation	Central Vermont Railway, Inc. Vermont Railway, Inc. Green Mountain Railroad Corporation Canadian National Railway Grand Truck Western Railway Illinois Central Railway	Rail Contract

* = No Cyprus Contract Number

CAMC-Greco-000955

REDACTED DOCUMENT

SCHEDULE 5.11
ACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
*	Cyprus Industrial Minerals Company	Green Mountain Railroad Corporation Delaware & Hudson Railway Company, Inc. Norfolk Southern Railway Company	Rail Contract (Tuscaloosa, AL)
*	Cyprus Industrial Minerals Company	Green Mountain Railroad Corporation Central Vermont Railway, Inc. Canadian National Railways Grand Truck Western Railroad Company Southern Pacific Transportation Company St. Louis Southwestern Railway Company	Rail Contract (Miller, TX)
*	Cyprus Industrual Minerals Company	Green Mountain Railraod Corporation Central Vermont Railway, Inc. Canadian National Railways Grand Trucnk Western Railroad Company Burlington Northern Railroad company Kyle Railroad Company	Rail Contract (Phillipsburg, KS)
*	Cyprus Windsor Minerals Corporation	Central Vermont Public Service Corporation	Interruptible Service Agreement
*	Cyprus Industrial Minerals Corporation	Central Vermont Public Service Corporation	Interruptible Service Agreement
*	Cyprus Windsor Minerals Corporation	George Tucker	Bill of Sale
*	Cyprus Windsor Minerals Corporation	Air Quality Technical Service	Consulting Services Agreement
*	Cyprus Windsor Minerals Corporation	STC Technologies	Consulting Services Agreement
*	Cyprus Industrial Minerals Company	Village of Morrisville Water & Light Department	Power Contract
*	Cyprus Industrial Minerals Company	A T & T	Equipment Agreement
*	Green Mountain Talc Corporation	Vermont Copier	Maintenance Agreement

* = No Cyprus Contract Number

CAMC-Greco-000956

REDACTED DOCUMENT

prus Contract Number	Cyprus Party	Other Party	Type of Contract
4979	Cyprus Industrial Minerals Company	Gwalia Consolidated Ltd. Gwalia Minerals N.L.	Talc Purchase Agmt.
*	Cyprus Windsor Minerals Corporation (Vermont)	Cement, Lime, Gypsum, and Allied Workers, Division of the Brotherhood of Boilermakers International, AFL-CIO and its Local Lodge No. D449	Collective Bargaining Agmt.
*	Cyprus Industrial Minerals Company (Three Forks)	United Clay, Lime, Gypsum, and Allied Workers, Division of the Boilermakers Union and Local Union No. D-239	Collective Bargaining Agmt.
*	Cyprus Industrial Minerals Company (Grand Island)	General Drivers and Helpers Local Union No. 554	Collective Bargaining Agmt.

CAMC-Greco-000957

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
344	Cyprus Industrial Minerals Company	Miscellaneous Warehousemen Union	Labor Contract - Union Local No. 986
345	CIM - Thompson Weinman	United Cement, Lime & Gypsum Union	Labor Contract
440	Cyprus Industrial Minerals Company	State of Montana	Permit to Appropriate Water
646	Cyprus Industrial Minerals Corporation	S.A. Des Est. F. Chevassus	Agency Agreement
676	Cyprus Industrial Minerals Company	Amoco Minerals Company	Currency Exchange Contract
696	Cyprus Industrial Minerals Corporation		Service Agreement
914	Cyprus Industrial Minerals Company	Van Waters & Rogers	Distributorship Agreement
915	Cyprus Industrial Minerals Company	Dempsey, Frank E. & Sons, Ltd.	Distributorship Agreement
984	Cyprus Industrial Minerals Company	Carmona Chemical Company	Distributorship Agreement
1022	CIM Equipment Company		Equipment Lease
1023	Cyprus Industrial Minerals Company	Kal Leasing, Inc.	Transportation Agreement
1157	Cyprus Industrial Minerals Company	General American Transportation Corp.	Car Service Agreement & Amendments
1189	Cyprus Industrial Minerals Company	Hudson Drilling Company	Exploration Drilling Contract
1195	Cyprus Industrial Minerals Company	Tate Checical Sales Company	Sales Agency Agreement
1196	Cyprus Industrial Minerals Company	Horton-Earl Company	Sales Agency Agreement
1217	Cyprus Industrial Minerals Company	Airo Drilling Company	Exploration Drilling Contract
1231	CIM - Thompson Weinman	Vermont Marble Company	Lease
1238	Cyprus Industrial Minerals Company	Arrow Construction	General Services Master Contract
1239	Cyprus Industrial Minerals Company	Briggs Contruction	General Services Master Contract

REDACTED DOCUMENT

CAMC-Greco-000958

SCHEDULE 5.11
INACTIVE CONTRACTS

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
1240	Cyprus Industrial Minerals Company	Amoco Minerals Company Standard Oil Company Charles and Cindy Rasmussen	Release of All Claims
1244	Cyprus Industrial Minerals Company	Maurice F. Warner	Consulting Services Agreement
1246	Cyprus Industrial Minerals Company	Steve Hubner Construction	General Services Master Contract
1273	Cyprus Industrial Minerals Company	Pfizer, Inc.	Mine Waste Rock Dump
1278	Cyprus Industrial Minerals Company	Columbia Earth Resources Mining Co. Mining Business Consultants, Inc.	Fernley Diatomite Plant Sale
1300-A	Cyprus Industrial Minerals Company	Barrier Insulating Products, Inc.	Amended Proposal for Acquisition of Fern
1347	Cyprus Industrial Minerals Corporation	Keyser & Mackay	Sales Service Agreement
1365	Cyprus Industrial Minerals Company	Gustavo C-Calvo Martin	Consulting Services Agreement
1373	Cyprus Industrial Minerals Company	Burlington Northern Railroad Company	Transportation Contract
1424	Cyprus Industrial Minerals Company	Wade's Backhoe	General Services Master Contract
1465	CIM - Thompson Weinman		Pension Plan - Nonrepresented Hourly
1466	CIM - Thompson Weinman		Pension Plan - Nonrepresented Hourly
1471	Cyprus Industrial Minerals Company		Pension Plan for Yellowstone Mine Hourly
1517	Cyprus Industrial Minerals Company	U-Sack Systems	Bulk Bag Manufacturing & Recycling Agmt.
1518	Cyprus Industrial Minerals Company	Connell Brothers Company, Ltd.	Distributorship Agreement
1519	Cyprus Industrial Minerals Company	Detton Construction	General Services Master Contract
1533	Cyprus Industrial Minerals Company	Union Tank Car Company	Railcar Administrative Service Agreement

CAMC-Greco-000959

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
1534	Cyprus Industrial Minerals Company	Rhon Lee Herndon	General Services Master Contract
1563	Cyprus Industrial Minerals Company	Dr. John F. Childs	Consulting Services Agreement
1566	Cyprus Industrial Minerals Company	Thornton L. Neathery	Consulting Services Agreement
1567	Cyprus Industrial Minerals Company	Longyear Company	Drilling Agreement
1582	Sierra Talc de Mexico, S.A.	Armando Rubio Eusebio Rubio Chemical Bank	Collateral and Reimbursement Agreement
1588	Cyprus Industrial Minerals Company	Dr. Norman D. Clark	Consulting Services Agreement
1601	Cyprus Industrial Minerals Company	Dryden Oil Company, Inc.	Agreement of Sale
1688	Cyprus Industrial Minerals Company	Kevin T. Kilty	Consulting Services Agreement
1696	Cyprus Industrial Minerals Company	Celanese Special Operations	Testing & Confidentiality Agreement
1698	Cyprus Industrial Minerals Company	Weyerhaeuser Company	Purchase Contract
1699	Cyprus Industrial Minerals Company	Exxon Chemical Americas	Testing & Confid. Agreement
1700	Cyprus Industrial Minerals Company	Wilson-Fiberfil International	Testing & Confid. Agreement
1701	Cyprus Industrial Minerals Company	Himont USA, Inc.	Testing & Confid. Agreement
1702	Cyprus Industrial Minerals Company	Ferro Corporation	Testing & Confid. Agreement
1706	Cyprus Industrial Minerals Company	LNP Corporation	Testing & Confidentiality Agreement
1711	CIM - Thompson Weinman	Kelly, Thomas	Purchase and Sale of Real Estate
1719	Cyprus Industrial Minerals Company	Michael J. McLaughin	Consulting Services Agreement
1725	Cyprus Industrial Minerals Company	Marvin R. McCune	Employment Agreement

CAMC-Greco-000960

SCHEDULE 5.11
INACTIVE CONTRACTS

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
1764	Cyprus Industrial Minerals Company	Fun-Deng Wang	Consulting Services Letter Agreement
1815	Cyprus Industrial Minerals Company	Carl Robert Moebus	Consulting Service Agreement
1816	Cyprus Industrial Minerals Corporation		Consulting Services Agreement
1816-A	Cyprus Industrial Minerals Company	Mr. Eduardo Diez Gonzalez	Extension to Consulting Agreement
1817	Cyprus Industrial Minerals Company	Jay Phillips	Consulting Services Agreement
1822	Cyprus Industrial Minerals Corporation	Intermountain Aerial Surveys Engineering Enterprises, Inc.	Consulting Services Agreement
1845	Cyprus Industrial Minerals Company	American Borate Company	Confidentiallty Agreement
1863	Cyprus Industrial Minerals Company	General Electric Company	Testing Agreement - Specially Beneficiated
1888	Cyprus Industrial Minerals Company	Anchor Hocking	Testing Agreement - Specially Beneficiated
1890	Cyprus Industrial Minerals Company	Thames Mining N.L.	Talc Supply and Purchase Agreement
1925-A	Cyprus Industrial Minerals Company	Dal Briar Corporation	Letter Agreement - Clay Purchase
1930	Cyprus Industrial Minerals Company	Geophysical Environmental Research	Consulting Services Agreement
1934	Cyprus Industrial Minerals Company		Consulting Services Agreement
1945	Cyprus Industrial Minerals Company	PPI	Purchase Agreement - Talc
2012	Cyprus Industrial Minerals Company	J. Hurtt Industries, Inc.	Release and Settlement Agreement
2065	Cyprus Industrial Minerals Company	Canyon Resources Corporation	Option Agreement - Fernley Mine/Property
2075	Cyprus Industrial Minerals Company	Various Employees	Employee's Secrecy Agreement
2076	Cyprus Industrial Minerals Company	Gustavo C. Calvo Martin	Consulting Services Agreement
2077	Cyprus Industrial Minerals Company	James Hunolt	Purchase Agreement

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REDACTED DOCUMENT

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
2078	Cyprus Industrial Minerals Company	Longyear Company	Exploration Drilling Agreement
2079	CIM - Thompson Weinman	Interlan Company, Ltd.	Sale Agreement - Marble Blocks
2080	Cyprus Industrial Minerals Company	Layne Central Layne Western Company, Inc.	Exploration Drilling Agreement
2081	Cyprus Industrial Minerals Company	CSMRI - Analytica, Inc.	Consulting Services Agreement
2082	Cyprus Industrial Minerals Company	O'Keefe Drilling Company	Drilling Agreement
2227	Cyprus Industrial Minerals Company	Longyear Company	Exploration Drilling Agreement
2228	Cyprus Industrial Minerals Company	American - Pacific Associates	Consulting Services Agreement
2230	Cyprus Industrial Minerals Company	Simons-Eastern Consultants, Inc. Temple-Eastex, Inc.	Proprietary Information Agreement
2250	Cyprus Industrial Minerals Company	Powell Construction Gary Powell	Release and Indemnification
2261	Cyprus Industrial Minerals Company	Combustion Engineering, Inc.	Confidentiality Agreement
2263	Cyprus Industrial Minerals Company	Colorado School of Mines Research	Confidentiality Agreement
2288	Cyprus Industrial Minerals Company	Hardie-Tynes Manufacturing Company George Morgan	Confidentiality Agreement
2299	Cyprus Industrial Minerals Company	Rook & Messer Luvon Messer	General Services Master Contract
2316	Cyprus Industrial Minerals Company	Rough Country Drilling	Exploration Drilling Agreement
2324	Cyprus Industrial Minerals Company	Sturtevant	Confidentiality Agreement
2325	CIM - Thompson Weinman	Sarrio Cia. Papelera de Leiza, S.A.	Confidentiality Agreement
2370	Cyprus Industrial Minerals Corporation	City Electric	General Services Contract-Construction

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REDACTED DOCUMENT

INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
2371	Cyprus Industrial Minerals Corporation	Sletten Construction	General Services Agreement-Silo Construction
2497	Cyprus Industrial Minerals Company	Ted F. Ellis	Consulting Services Agreement
2501	Cyprus Industrial Minerals Company	Ruen Core Drilling, Inc.	Exploration Drilling Agreement
2510	Cyprus Industrial Minerals Company	Westar Timber, Ltd. Citic B.C. Inc. Power Consolidated (China) Pulp Inc.	Assignment of Purchase Order Dated 2/21
2535	Cyprus Industrial Minerals Company	State of MT Dept. of Labor & Industry Division of Worker's Compensation	Agreement - Assumption & Guarantee
2595	Cyprus Industrial Minerals Company	Canyon Resources Company	
2822	Cyprus Industrial Minerals Company	Eugene Walker Drilling Company	Exploration Drilling Agreement
2828	Cyprus Industrial Minerals Company	Bankers Trust Company	Financial Adivsor Contract
2832	Cyprus Industrial Minerals Company	Westech/Hydrometrics	General Services Contract
2843	Cyprus Industrial Minerals Company	Armando Rubio Aurioles, Et. Al (Sierra Talc Shareholders)	Stock Purchase Agreement
2844	Cyprus Industrial Minerals Company	Minerals Research Laboratory	Confidentiality Agreement
2850	Cyprus Industrial Minerals Company	A.M. Well, Inc.	General Services Contract
2931	Green Mountain Talc Corporation	Vermont Talc, Inc.	Letter of Intent
2960	Cyprus Industrial Minerals Company	National Fabrications, Inc. Larry Limbaugh	Settlement Agreement Settlement Agreement
2965-G	CIM - Thompson Weinman	ECCA Southeast Carbonates Cement, Lime, Gypsum, Allied Worker Boilermakers Union	Termination Agreement - Labor Contract
2987	Cyprus Industrial Minerals Company	Milpark Drilling Fluids	Lease (Gulf Coast Grinding Plant)

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REDACTED DOCUMENT

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
2987-A	Cyprus Industrial Minerals Company	Milpark Drilling Fluids	Crude Ore Purchasing and Grinding Contract
3009	Cyprus Industrial Minerals Company	Geomapping Associates Ltd.	General Services Contract
3010	Cyprus Industrial Minerals Company	Projects Unlimited Robert Horning	General Services Contract
3011	Cyprus Industrial Minerals Company	Mead Corporation	Purchase Contract (Ilistron Vapor)
3012	Cyprus Industrial Minerals Company	Thames Mining, N.L.	Talc Supply and Purchase Agreement
3014	Cyprus Industrial Minerals Company	A.M. Welles, Inc.	General Services Contract
3112	Cyprus Industrial Minerals Company	Furness Withy (Austraalia) Pty. Ltd.	Charter Party - Anangel Spirit
3111	Green Mountain Talc Corporation	Vermont Marble Company	Lease
3127	Cyprus Industrial Minerals Company	Westech	General Services Agreement
3128	Cyprus Industrial Minerals Company	Van Meter & Despain Well Drilling	Exploration Drilling Agreement
3160	CIM - Headquarters	Thompson, Dr. Ray	Consulting Services Agreement
3218-A	Cyprus Windsor Minerals Corporation	Johnson & Johnson	Price Agreement
3223	Cyprus Industrial Minerals Company	Dr. Ray Thompson	Confidentiality Agreement
3224	Cyprus Industrial Minerals Company	End-Users Supply System	Gas Supply Agreement
3225-B	Cyprus Industrial Minerals Company	Nihon Mistron Company Ltd.	Consulting Agreement
3225-C	Nihon Mistron	Kasho Company	Amendments to Sales Representative Agreement
3225-D	Nihon Mistron	Sobue Clay Company, Ltd.	Bill of Sale
3227	Cyprus Industrial Minerals Company	Bag Connection, Inc.	Bulk Bag Recycling
3231	Cyprus Industrial Minerals Company	Productive Consulting Company	Consulting Services Agreement

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REDACTED DOCUMENT

INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
3236	Cyprus Windsor Minerals Corporation	J&J Baby Products Company J&J Consumer Products, Inc.	Bill of Sale
3254	Cyprus Industrial Minerals Company	Congoleum Corporation	
3254-A	Cyprus Industrial Minerals Company	Congoleum Corporation	Letter Amendment To Agreement
3254-B	Cyprus Industrial Minerals Company	Congoleum Corporation	Agreement For Purchase & Sale of Vertal
3254-C	Cyprus Industrial Minerals Company	Congoleum Corporation	Renewal Agreement
3255	Cyprus Industrial Minerals Company	Hydrometrics, Inc.	General Services Contract
3256	Cyprus Industrial Minerals Company	James W. Gelhaus	General Services Contract
3257	Cyprus Industrial Minerals Company	A.M. Wells, Inc.	General Services Contract
3259	Cyprus Industrial Minerals Company	Waste Away, Inc.	Waste Disposal Services
3326	Cyprus Industrial Minerals Company	Talco E Grafite Val Chisone	Talc Purchase Agreement
3327	Cyprus Industrial Minerals Company	Bailey Construction Company, Inc.	Construction Contract
3330	Cyprus Industrial Minerals Company	Daishowa Canada Co., Ltd.	P.O. for Construction of Bulk Handling
3332	Cyprus Industrial Minerals Company	Guy Equipment Erection Company, Inc.	Construction Contract
3333	Cyprus Industrial Minerals Company	Guy Equipment Erection Company, Inc.	Construction Contract
3334	Cyprus Industrial Minerals Company	Bailey Construction Co., Inc.	P.O. and Construction Contract
3335	Cyprus Industrial Minerals Company	Wilson Brothers	P.O. and General Services Contract
3373	Cyprus Industrial Minerals Company	Okuniewicz Mining Cmpany	General Services Contract
3381	Cyprus Industrial Minerals Company	O'Keefe Drilling Company	Exploration Drilling Agreement
3384	Cyprus Industrial Minerals Company	Jerry W. Rayfield	Release, Receipt & Acknowledgement

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REDACTED DOCUMENT

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
3385	Cyprus Industrial Minerals Company	Michael O. Wold	Receipt & Acknowleldgement
3387	Cyprus Industrial Minerals Company	Tonto Drilling Services	Exploration Drilling Agreement
3414	Cyprus Industrial Minerals Company	Engineering & Mgmt. Services Group	Consulting Services Agreement
3415	Cyprus Industrial Minerals Company	Geomapping Associates, Ltd.	Master Engineering Services Contract
3427	Green Mountain Talc Corporation	Johnson Company, Inc.	Consulting Services Contract
3427-A	Green Mountain Talc Corporation	State of Vermont	Land Use Permit Amendment
3428	Cyprus Industrial Minerals Company	Protective Consultants Company	Consulting Services Agreement
3429	Cyprus Industrial Minerals Company	Jill Simmons	Consulting Services Agreement
3440	Cyprus Industrial Minerals Company	Bailey Construction Company	General Services Contract
3441	Cyprus Industrial Minerals Company	C.L. Pearson, Inc.	Construction Contract
3443	Cyprus Industrial Minerals Company	Toledo Scale	Sale, Construction, Installation Railroad
3461	Green Mountain Talc Corporation	Spinning Mill House, Inc.	Letter of Intent
3483	Cyprus Industrial Minerals Company	Roger W. Miller	Employment Agreement
3507	Cyprus Industrial Minerals Company	Sletton Construction Company	Construction Contract
3565	Cyprus Industrial Minerals Company	Okuniewicz Mining company	General Services Contract
3591	Cyprus Industrial Minerals Company	Mackenzie Construction Inc.	General Services Contrac t
3592	Green Mountain Talc Corporation	Geomaping Associates Ltd.	General Services Contract
3631	Cyprus Industrial Minerals Company	Chief Construction, Inc.	ACM Addition
3644	Cyprus industrial Minerals Company	Dennis R. Coburn	Use of Confidential Info. Letter

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REDACTED DOCUMENT

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
3695	Green Mountain Talc Corporation	Ground Work Construction	Service Agreement
3721	Cyprus Industrial Minerals Company	Nekoosa Paper Incorporated	Confidentiality Agreement
3725	Cyprus Industrial Minerals Company	Kuehne & Nagel, Inc.	Customs Power of Attorney
3748	Cyprus Windsor Minerals Corporation	A. H. Fulton	Request, Release & Waiver
3751	Cyprus Industrial Minerals Company	Y. Y. Kwan	Consulting Services Agreement
3754	Cyprus Industrial Minerals Company	Applied Industrial Minerals Corp.	Confidentiality Agreement
3755	Cyprus Industrial Minerals Company	Textron, Inc. Avco Corporation	Confidentiality Agreement
3757	Cyprus Industrial Minerals Company	Roy Bowers Excavating	General Services Contract
3770	Cyprus Industrial Minerals Company	Guangxi Metals and Import and Export Kwang Ning Development Co. Ltd.	Memorandum of Understanding
3841	Cyprus Industrial Minerals Company	TRC Environmental Consultants	Consulting Services Agreement
3844	Cyprus Windsor Minerals Corporation	Central VT Public Service Corporation	NEPOOL CRS-16/Based Interruptible Service
3845	Cyprus Industrial Minerals Corporation	Central VT Public Service Corporation	NEPOOL CRS-16 Based Interruptible Service Agmt.
3929	Cyprus Windsor Minerals Corporation	Green Mountain Talc Corporation	Equipment Sublease
3949	Cyprus Industrial Minerals Company	Vida Cosmetics	Confidential Testing Agreement
3971	Cyprus Industrial Minerals Company	Exxon Chemical Company	Confidentiality Agreement
4007	Cyprus Industrial Minerals Company	James W. Gelhaus	General Services Contract
4008	Cyprus Industrial Minerals Company	Chen-Northern Inc.	Master Engineering Services Contract
4009	Cyprus Industrial Minerals Company	A. R. Plank	Consulting Services Agreement

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SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4056	Cyprus Industrial Minerals Company	Chemical Waste Management, Inc.	Agreement for Surplus Chemicals Handling
4127	CIM - Headquarters	Fire Control Inc. of New England	Casual Services Contract
4128	Cyprus Windsor Minerals Corporation	Oxygen & Welding Supply Company	Casual Services Contract
4129-A	Cyprus Industrial Minerals Company	The Cary Company	Notice of Termination
4129	CIM - Headquarters	Cary Company, Inc., The	Distributor Agreement - Barytes Products
4130	CIM - Headquarters	A. E. Fleming Company	Distributorship Agreement - Talc Products
4131	CIM - Headquarters	B. H. Roettker Company, Inc.	Distributorship Agreement - Talc Products
4132	CIM - Headquarters	Cordano Chemical Company, Inc.	Distributorship Agreement - Talc Products
4133	CIM - Headquarters	Horton - Earl Company	Distributorship Agreement - Talc Products
4134	CIM - Headquarters	P. T. Hutchins Company, Ltd.	Distributorship Agreement - Talc Products
4135	CIM - Headquarters	Lomas International	Distributorship Agreement - Talc & Barytes
4136	CIM - Headquarters	Meyer Plastics, Inc.	Distributorship Agreement - Talc Products
4137	CIM - Headquarters	Mozel Incorporated	Distributorship Agreement - Talc Products
4138	CIM - Headquarters	St. Lawrence Chemical Company	Distributorship Agreement - Talc Products
4165	Cyprus Industrial Minerals Company	Dar-Tech, Inc.	Sales Agreement
4166	Cyprus Industrial Minerals Company	Hargis Leasing, Inc. Gary W. Hargis	Railcar Leasing/Maintenance Agreement
4168	Cyprus Industrial Minerals Company	Purdue University	Testing Agreement
4171-B	Cyprus Industrial Minerals Company	1600 PPR Inc.	Amendment No. 2
4181	Cyprus Windsor Minerals Corporation	Snow White Cleaning	Casual Services Contract

REDACTED DOCUMENT

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SCHEDULE 6.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4182	Cyprus Windsor Minerals Corporation	John Pinckney	Casual Services Contract
4183	Cyprus Windsor Minerals Corporation	Commercial Scale Co. Inc.	Casual Services Contract
4184	Cyprus Windsor Minerals Corporation	Honeywell Inc.	Casual Services Contract
4193	Cyprus Industrial Minerals Company	Vi-Chem Inc.	Distributorship Agreement
4194	Cyprus Industrial Minerals Company	Robert E. Roeder	Agreement - Relocation
4195	Cyprus Windsor Minerals Corporation	Vermont Agency of Natural Resources	Permit #AP-89-046 Columbia Mill Talc Product
4239	Cyprus industrial Minerals Company	Montana Department of Revenue	Confidentiality Agreement
4240	Cyprus Industrial Minerals Company	Hemenway Electric Inc.	Casual Services Contract
4241	Cyprus Windsor Minerals Corporation	Rene Melanson	Casual Services Contract
4242	Cyprus Windsor Minerals Corporation	Mackenzie Constuction Inc.	Casual Services Contract
4243	Cyprus Windsor Minerals Corporation	Ernest Plumb	Casual Services Contract
4244	Cyprus Windsor Minerals Corporation	State Scale Company, Inc.	Casual Services Contract
4245	Cyprus Windsor Minerals Corporation	Gawet Marble & Granite Inc.	Casual Services Contract
4246	Cyprus Industrial Minerals Company	Newport Electric	General Services Contract
4247	Cyprus Industrial Minerals Company	Oxygen & Welding Supply Company	Casual Services Contract
4248	Cyprus Industrial Minerals Company	Queen City Fire Equipment	Casual Services Contract
4249	Cyprus Industrial Minerals Company	Frank Dodge & Sons Construction	General Services Contract
4250-B	Cyprus Industrial Minerals Company	Cosmetic Specialties, Inc.	Second Amendment to Representative Agreement
4250-A	Cyprus Industrial Minerals Company	Cosmetic Specialties, Inc.	Amendment to Representative Agreement

REDACTED DOCUMENT

CAMC-Greco-000969

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SCHEDULE 6.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4250	Cyprus Industrial Minerals Company	Cosmetic Specialties, Inc.	Representative Agreement
4252	Cyprus Windsor Minerals Corporation	Willow Hill Property Management	Casual Services Contract
4253	Cyprus Industrial Minerals Company	Green Mountain Sanitation Hardwick Recycling and Salvage Inc.	Services Agreement
4265	Cyprus Industrial Minerals Company	Rocky Mountain Security Service	General Services Agreement
4274	Cyprus Industrial Minerals Company	Montgomery Elevator Company	Purchase Order for Maintenance Service
4298-A	Cyprus Industrial Minerals Company	China Guangxi Metals & Minerals Imp.	Attachment to Contract
4298	Cyprus Industrial Minerals Company	China Guangxi Metals & Minerals Imp.	Sales Contract
4303	Cyprus Industrial Minerals Company	H.H. Royal of California Inc.	Distributorship Agreement
4312	Cyprus Windsor Minerals Corporation	Markowski Excavating Inc.	General Servicies Contract
4329	Cyprus Industrial Minerals Company	Giacci Brothers Pty. Ltd.	Construction Agreement
4346	CIM - Headquarters	Jack Corse, Inc.	General Services Agreement
4347	CIM - Headquarters	Hill - Martin Corporation	Casual Services Contract
4350	Cyprus Industrial Minerals Company	W. A. Ritz Marketing	Distributorship Agreement
4413	Cyprus Industrial Minerals Company	Jesse E. Young Company, Inc.	Distributorship Agreement
4447	Cyprus Industrial Minerals Company	Gustavo C. Calvo	General Services Contract
4448	Cyprus Industrial Minerals Company	Michigan Technological University William J. Gregg	General Services Contract
4459	Cyprus Industrial Minerals Company	Bureau of Business Practice	Settlement Agreement
4467	Cyprus Windsor Minerals Corporation	Northeastern Sales Corporation	General Services Contract

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REDACTED DOCUMENT

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4468	Cyprus Windsor Minerals Corporation	Allen Electrical Construction	Casual Services Contract
4473	Cyprus Industrial Minerals Company	Van Horn, Metz & Company, Inc.	Distributorship Agreement and Amendment
4498	Cyprus Industrial Minerals Company	A. M. Welles, Inc.	Construction Contract
4512	Cyprus Industrial Minerals Company	DC to Light	General Services Contract
4520	Cyprus Industrial Minerals Company	Eugene Walsh Lois Walsh	Lease Agreement
4558	Cyprus Industrial Minerals Company	Gen Drives & Helpers Union #554	Labor Contract
4561	Cyprus Windsor Minerals Corporation	Pratt's Propane, Inc.	Propane Supply Contract
4562	Cyprus Industrial Minerals Company	Mackinzie construction, Inc.	General Services - Contract Mining
4563	Cyprus Windsor Minerals Corporation	Cooper Fence Company	General Services
4565	Cyprus Windsor Minerals Corporation	John J. Sheehan	Casual Services Contract
4576	Cyprus Industrial Minerals Cokpany	Lake Resources, Inc.	Sales Contract
4628	Cyprus Industrial Minerals Company	Pizzagalli Construction Company	General Services Contract
4630	Cyprus Industrial Minerals Company	Milpark Drilling Fluids	Lease - Real Property
4639	Cyprus Industrial Minerals Corporation	Deborel Maroc S.A.	Distributorship Agreement
4640	Cyprus Industrial Minerals Corporation	S.A.R.L. Promanu	Distributorship Agreement
4641	Cyprus Industrial Minerals Company	Sime Construction, Inc.	General Services Contract
4649	Cyprus Windsor Minerals Corporation	Woody Dorsey	Bill of Sale - Marble Stone
4650	Cyprus Windsor Minerals Corporation	Neil H. Daniels, Inc.	General Services Contract
4651	Cyprus Windsor Minerals Corporation	Resicon Containment, Inc.	General Services Contract

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SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4652	Cyprus Windsor Minerals Corporation	J. A. Russell Corporation	General Services Contract
4664	Cyprus Windsor Minerals Corporation	Hemenway Electric Inc.	General Services Contract
4698	Cyprus Windsor Minerals Corporation	Unifirst Corporation	Casual Services Contract
4699	Cyprus Windsor Minerals Corporation	Willow Hill Property Management	Casual Services Contract
4701	Cyprus Windsor Minerals Corporation	Advanced Fire & Safety Inc. of VT/NH	General Services Contract
4703	Cyprus Windsor Minerals Corporation	Springfield Plumbing & Heating	General Services Contract
4704	Cyprus Windsor Minerals Corporation	Ernest Plumb	General Services Contract
4719	Cyprus Windsor Minerals Corporation	Commercial Scale Company, Inc.	General Services Contract
4750	Cyprus Windsor Minerals Corporation	Cavendish Partnership	Consulting Services Agreement
4793	Cyprus Windsor Minerals Corporation	Guild Drilling Comany, Inc.	Exploration Drilling Agreement (U.S.)
4794	Cyprus Windsor Minerals Corporation	John J. Sheehan	Casual Services Contract - Mail & Freight
4812	Cyprus Windsor Minerals Corporation	James R. Brammer	Bill of Sale - File Cabinet
4826	Cyprus Windsor Minerals Corporation	George B. Tucker, Inc.	General Services Contract
4840	Cyprus Windsor Minerals Corporation	Reynolds & Sons, Inc.	General Services Contract
4908	Cyprus Windsor Minerals Corporation	Honeywell, Inc.	General Services Contract
4909	Cyprus Windsor Minerals Corporation	Mackenzie Construction Inc.	General Services Contract
4910	Cyprus Windsor Minerals Corporation	John Pinckney	Casual Services Contract
4911	Cyprus Windsor Minerals Corporation	Harry K. Shepard, Jr.	General Services Contract
4953	Cyprus Windsor Minerals Corporation	Explosives Supply Company	General Services Contract

REDACTED DOCUMENT

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REDACTED DOCUMENT

SCHEDULE 6.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4979	Cyprus Industrial Minerals Company	Gwalia Consolidated Ltd.	Talc Purchase Contract
4983	Cyprus Industrial Minerals Company	John F. Childs Childs and Associates Lupine Minerals Corporation	General Services Contract
5203-A	Cyprus Industrial Minerals Company	Forcel Ltd.	Termination of Distributor Agreement
5204	Cyprus Industrial Minerals Company	T. Tseng Everpure Company, Ltd.	Distributor/Sales Agent Appointment
5274	CIM - Headquarters	Newport Electric	General Services Contract
5275	Cyprus Windsor Minerals Corporation	Hi-Vac Corporation	Casual Services Contract
5277	CIM - Headquarters	Pizzagalli Construction Company	General Services Contract
5310	Cyprus Windsor Minerals Corporation	W.D. Matthews Machinery Company	Casual Services Contract
5369	Cyprus Windsor Minerals Corporation	Pratt's Propane, Inc.	Propane Supply Contract
5372	Cyprus Windsor Minerals Corporation	Canadian Enterprise Gas Products	Propane Sales Contract
5388-A	Cyprus Industrial Minerals Company	Quadra Chemicals, Ltd.	Termination of Distributor Agreement
5396	Cyprus Windsor Minerals Corporation	Valley Artesian Well Company, Inc.	General Services Contract
5397	Cyprus Windsor Minerals Corporation	Rene Malanson	General Services Contract
5441	Cyprus Industrial Minerals Company	Star Shipping A/S	Shipping Contract
5506	Cyprus Industrial Minerals Company	Harwick Chemical Corporation	Notice of Termination of Distributorship Agmt.
5524	Cyprus Industrial Minerals Company	Birmingham Excavating Company, Inc.	General Services Contract
5559	Cyprus Industrial Minerals Company	Alabama River Pulp Company, Inc.	Equipment Sale Agreement
5576	Cyprus Industrial Minerals Company	Egyptian Geological Survey & Mining	Technical Services Agreement

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REDACTED DOCUMENT

SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5588	Cyprus Industrial Minerals Company	Lomas International	Distributorship Agreement
5611	Cyprus Industrial Minerals Company	Meyer Plastics, Inc.	Distributorship Agreement
5612	Cyprus Industrial Minerals Company	Raw Materials Corporation	Distributorship Agreement
5613	Cyprus Industrial Minerals Comany	St. Lawrence Chemical Company	Distributorship Agreement
5614	Cyprus Industrial Minerals Company	Horton-Earl Company	Distributorship Agreement
5615	Cyprus Indus.rial Minerals Company	B.H. Roettker Company	Distributorship Agreement
5616	Cyprus Industrial Minerals Company	Cordano Chemical Company, Inc.	Distributorship Agreement
5616-A	Cyprus Industrial Minerals Company	Cordano Chemical Company, Inc.	Termination of Distributor Agreement
5617	Cyprus Industrial Minerals Company	Mozel Incorporated	Distributorship Agreement
5618	Cyprus Industrial Minerals Company	A.E. Fleming Company	Distributorship Agreement
5619	Cyprus Industrial Minerals Company	P.T. Hutchins Company, Ltd.	Distributorship Agreement
5869	Cyprus Industrial Minerals Comany	L.V. Lomas Ltd.	Distributorship Agreement
5931	Green Mountain Talc Corporation	State of Vermont	Land Use Permit
5937	Cyprus Windsor Minerals Corporation	Bates & Murray, Inc.	General Services Contract
5938	Cyprus Windsor Minerals Corporation	Dufresne-Henry, Inc.	Consulting Services Agreement
5939	Cyprus Windsor Minerals Corporation	Neil H. Daniels Inc.	General Services Contract
5941	Cyprus Windsor Minerals Corporation	Neil H. Daniels	General Services Contract
5951	Cyprus Windsor Minerals Corporation	Green Mountain Explosives Company	General Services Contract
5957	Cyprus Windsor Minerals Corporation	Al Melanson Company, Inc.	General Services Contract

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SCHEDULE 5.11
INACTIVE CONTRACTS

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5958	Cyprus Industrial Minerals Company	Cosmetic Specialties, Inc.	Second Amendment To Representative Agmt.
5959	Cyprus Industrial Minerals Company	Forcel Ltda.	Termination of Distributorship Agreement
5960	Cyprus Industrial Minerals Company	Quadra Chemicals, Ltd.	Termination of Distributorship Agreement

REDACTED DOCUMENT

CAMC-Greco-000975

REDACTED DOCUMENT

Review of Schedule 5.11 (Contracts) of the Draft Stock Purchase Agreement Among Cyprus Mines Corporation, Cyprus Minerals Company ("CMC") and RTZ America Inc. ("RTZ")

I. Documents Not Applicable to the Talc Business

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
Active Contracts			
1108	Cyprus Industrial Minerals Company	Town of Sandersville	Water Supply Agreement
[1157-A]	Cyprus Industrial Minerals Company	General American Transportation Corp.	Railcar Transportation Agreement
2818	Cyprus Industrial Minerals Company	End-Users Supply System	Gas Supply Agreement
2965-H	Cyprus Industrial Minerals Company	Thompson Weinman & Company English China Clays (ECC) America Army Corps of Engineers	Power Supply - Replacement
3110	Cyprus Industrial Minerals Company	Stanco International Corporation	Distributor Agreement: Kaolin & Ball Clay

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REDACTED DOCUMENT

Number	Cyprus Party	Other Party	Type of Contract
Inactive Contracts			
1157	Cyprus Industrial Minerals Company	General American Transportation Corp.	Car Service Agreement & Amendments
1533	Cyprus Industrial Minerals Company	Union Tank Car Company	Railcar Administrative Service Agreement
1925-A	Cyprus Industrial Minerals Company	Dal Briar Corporation	Letter Agreement - Clay Purchase

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REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
Active Contracts			
1911	CIM Equipment Company	Industrial Development Authority Taladega County	Lease Agreement
1911-B	CIM Equipment Company	Industrial Development Board Northern Trust Company	Indenture of Trust - Taladega County
1911-C	CIM Equipment Company	Standard Oil Company Northern Trust Company	Guaranty Agreement
3376	Cyprus Industrial Minerals Company	Mineral Technology Corporation	Master Agreement
3376-A	Cyprus Industrial Minerals Company	Mineral Technology Corporation	Termination of Agreement
3501	Cyprus Industrial Minerals Company	Kentucky-Tennessee Clay Company Trinity Industries Leasing Company	Assignment to Lease
4017	Cyprus Industrial Minerals Company	Various Other Parties	Various Short Term Contracts
4189	Cyprus Industrial Minerals Company	Archie Schwartz Company 1600 PPR Inc.	Commission Agreement
4298-B	Cyprus Industrial Minerals Company	China Guangxi Metals & Minerals Imp.	Attachment to Contract
4663	Cyprus Industrial Minerals Company	Russell Claugh Company	Bill of Sale - Mining Machine, Conveyor
4700	Cyprus Windsor Minerals Corporation	Merriam-Graves Corporation	General Services Contract
4912	Cyprus Windsor Minerals Corporation	State Scale Company, Inc.	General Services Agreement
5567	Cyprus Windsor Minerals Corporation	Robert J. Smith, Jr.	Memorandum - Third Amendment to Agreement

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REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
Inactive Contracts			
344	Cyprus Industrial Minerals Company	Miscellaneous Warehousemen Union	Labor Contract - Union Local No. 986
440	Cyprus Industrial Minerals Company	State of Montana	Permit to Appropriate Water
646	Cyprus Industrial Minerals Corporation	S.A. Des Est. F. Chevassus	Agency Agreement
676	Cyprus Industrial Minerals Company	Amoco Minerals Company	Currency Exchange Contract
914	Cyprus Industrial Minerals Company	Van Waters & Rogers	Distributorship Agreement
915	Cyprus Industrial Minerals Company	Dempsey, Frank E. & Sons, Ltd.	Distributorship Agreement
984	Cyprus Industrial Minerals Company	Carmone Chemical Company	Distributorship Agreement
1023	Cyprus Industrial Minerals Company	Kal Leasing, Inc.	Transportation Agreement
1189	Cyprus Industrial Minerals Company	Hudson Drilling Company	Exploration Drilling Contract
1217	Cyprus Industrial Minerals Company	Airo Drilling Company	Exploration Drilling Contract
1240	Cyprus Industrial Minerals Company	Amoco Minerals Company Standard Oil Company Charles and Cindy Rasmussen	Release of All Claims
1244	Cyprus Industrial Minerals Company	Maurice F. Warner	Consulting Services Agreement
1278	Cyprus Industrial Minerals Company	Columbia Earth Resources Mining Co. Mining Business Consultants, Inc.	Farnley Diatomite Plant Sale
1300-A	Cyprus Industrial Minerals Company	Barrier Insulating Products, Inc.	Amended Proposal for Acquisition of Fern
1365	Cyprus Industrial Minerals Company	Gustave C. Calvo Martin	Consulting Services Agreement
1373	Cyprus Industrial Minerals Company	Burlington Northern Railroad Company	Transportation Contract

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Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
1424	Cyprus Industrial Minerals Company	Wade's Backhoe	General Services Master Contract
1517	Cyprus Industrial Minerals Company	U-Sack Systems	Bulk Bag Manufacturing & Recycling Agmnt.
1519	Cyprus Industrial Minerals Company	Detton Construction	General Services Master Contract
1534	Cyprus Industrial Minerals Company	Rhen Lee Herndon	General Services Master Contract
1563	Cyprus Industrial Minerals Company	Dr. John F. Childs	Consulting Services Agreement
1566	Cyprus Industrial Minerals Company	Thornton L. Neathery	Consulting Services Agreement
1567	Cyprus Industrial Minerals Company	Longyear Company	Drilling Agreement
1588	Cyprus Industrial Minerals Company	Dr. Norman D. Clark	Consulting Services Agreement
1688	Cyprus Industrial Minerals Company	Kevin T. Kilty	Consulting Services Agreement
1696	Cyprus Industrial Minerals Company	Celanese Special Operations	Testing & Confidentiality Agreement
1698	Cyprus Industrial Minerals Company	Weyerhauser Company	Purchase Contract
1699	Cyprus Industrial Minerals Company	Exxon Chemical Americas	Testing & Confidentiality Agreement
1700	Cyprus Industrial Minerals Company	Wilson-Fiberfill International	Testing & Confidentiality Agreement
1701	Cyprus Industrial Minerals Company	Himont USA, Inc.	Testing & Confidentiality Agreement
1702	Cyprus Industrial Minerals Company	Ferro Corporation	Testing & Confidentiality Agreement
1706	Cyprus Industrial Minerals Company	LNP Corporation	Testing & Confidentiality Agreement
1719	Cyprus Industrial Minerals Company	Michael J. McLaughlin	Consulting Services Agreement

REDACTED DOCUMENT

CAMC-Greco-000980

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
1764	Cyprus Industrial Minerals Company	Fun-Deng Wang	Consulting Services Letter Agreement
1815	Cyprus Industrial Minerals Company	Carl Robert Mechus	Consulting Service Agreement
1816	Cyprus Industrial Minerals Company		Consulting Services Agreement
1816-A	Cyprus Industrial Minerals Company	Mr. Eduardo Diaz Gonzalez	Extension to Consulting Agreement
1817	Cyprus Industrial Minerals Company	Jay Phillips	Consulting Services Agreement
1822	Cyprus Industrial Minerals Company	Intermountain Aerial Surveys Engineering Enterprises, Inc.	Consulting Services Agreement
1845	Cyprus Industrial Minerals Company	American Borate Company	Confidentiality Agreement
1863	Cyprus Industrial Minerals Company	General Electric Company	Testing Agreement - Specially Beneficiated
1888	Cyprus Industrial Minerals Company	Anchor Hocking	Testing Agreement - Specially Beneficiated
1890	Cyprus Industrial Minerals Company	Thames Mining N.L.	Talc Supply and Purchase Agreement
1930	Cyprus Industrial Minerals Company	Geophysical Environmental Research	Consulting Services Agreement
1934	Cyprus Industrial Minerals Company		Consulting Services Agreement
1945	Cyprus Industrial Minerals Company	PPI	Purchase Agreement - Talc
2012	Cyprus Industrial Minerals Company	J. Hurtt Industries, Inc.	Release and Settlement Agreement
2065	Cyprus Industrial Minerals Company	Canyon Resources Corporation	Option Agreement - Fernley Mine/Property
2076	Cyprus Industrial Minerals Company	Gustave C. Calvo Martin	Consulting Services Agreement
2077	Cyprus Industrial Minerals Company	James Hunolt	Purchase Agreement

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REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
2078	Cyprus Industrial Minerals Company	Longyear Company	Exploration Drilling Agreement
2080	Cyprus Industrial Minerals Company	Layne Central Layne Western Company, Inc.	Exploration Drilling Agreement
2081	Cyprus Industrial Minerals Company	CSMRI - Analytica, Inc.	Consulting Services Agreement
2082	Cyprus Industrial Minerals Company	O'Keefe Drilling Company	Drilling Agreement
2227	Cyprus Industrial Minerals Company	Longyear Company	Exploration Drilling Agreement
2228	Cyprus Industrial Minerals Company	American - Pacific Associates	Consulting Services Agreement
2230	Cyprus Industrial Minerals Company	Simons-Eastern Consultants, Inc. Temple-Eastex, Inc.	Proprietary Information Agreement
2261	Cyprus Industrial Minerals Company	Combustion Engineering, Inc.	Confidentiality Agreement
2288	Cyprus Industrial Minerals Company	Hardie-Tynes Manufacturing Company George Morgan	Confidentiality Agreement
2299	Cyprus Industrial Minerals Company	Rook & Messer Luvon Messer	General Services Master Contract
2316	Cyprus Industrial Minerals Company	Rough Country Drilling	Exploration Drilling Agreement
2324	Cyprus Industrial Minerals Company	Sturtevant	Confidentiality Agreement
2497	Cyprus Industrial Minerals Company	Ted F. Ellis	Consulting Services Agreement
2501	Cyprus Industrial Minerals Company	Ruen Core Drilling, Inc.	Exploration Drilling Agreement
2510	Cyprus Industrial Minerals Company	Westar Timber, Ltd. Citic B.C. Inc. Power Consolidated (China) Pulp Inc.	Assignment of Purchase Order Dated 2/21
2822	Cyprus Industrial Minerals Company	Eugene Walker Drilling Company	Exploration Drilling Agreement
2828	Cyprus Industrial Minerals Company	Bankers Trust Company	Financial Advisor Contract
2832	Cyprus Industrial Minerals Company	Westech/Hydrometrics	General Services Contract

CAMC-Greco-000982

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
2844	Cyprus Industrial Minerals Company	Minerals Research Laboratory	Confidentiality Agreement
2850	Cyprus Industrial Minerals Company	A.M. Welles, Inc.	General Services Contract
2931	Green Mou ntain Talc Corporation	Vermont Talc, Inc.	Letter of Intent
3009	Cyprus Industrial Minerals Company	Geomapping Associates Ltd.	General Services Contract
3010	Cyprus Industrial Minerals Company	Projects Unlimited Robert Horning	General Services Contract
3011	Cyprus Industrial Minerals Company	Mead Corporation	Purchase Contract (Mistren Vapor)
3012	Cyprus Industrial Minerals Company	Thames Mining, N.L.	Talc Supply and Purchase Agreement
3014	Cyprus Industrial Minerals Company	A.M. Welles, Inc.	General Services Contract
3112	Cyprus Industrial Minerals Company	Furness Withy (Australia) Pty. Ltd.	Charter Party - Anangel Spirit
3111	Green Mountain Talc Corporation	Vermont Marble Company	Lease
3127	Cyprus Industrial Minerals Company	Westech	General Services Agreement
3128	Cyprus Industrial Minerals Company	Van Meter & Despain Well Drilling	Exploration Drilling Agreement
3160	CIM - Headquarters	Thompson, Dr. Ray	Consulting Services Agreement
3224	Cyprus Industrial Minerals Company	End-Users Supply System	Gas Supply Agreement
3231	Cyprus Industrial Minerals Company	Productive Consulting Company	Consulting Services Agreement
3255	Cyprus Industrial Minerals Company	Hydrometrics, Inc.	General Services Contract
3256	Cyprus Industrial Minerals Company	James W. Gelhaus	General Services Contract
3257	Cyprus Industrial Minerals Company	A.M. Welles, Inc.	General Services Contract
3326	Cyprus Industrial Minerals Company	Talco E Grafite Val Chisone	Talc Purchase Agreement
3327	Cyprus Industrial Minerals Company	Bailey Construction Company, Inc.	Construction Contract

CAMC-Greco-000983

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
3332	Cyprus Industrial Minerals Company	Guy Equipment Erection Company, Inc.	Construction Contract
3333	Cyprus Industrial Minerals Company	Guy Equipment Erection Company, Inc.	Construction Contract
3334	Cyprus Industrial Minerals Company	Bailey Construction Co., Inc.	P.O. and Construction Contract
3335	Cyprus Industrial Minerals Company	Wilson Brothers	P.O. and General Services Contract
3381	Cyprus Industrial Minerals Company	O'Keefe Drilling Company	Exploration Drilling Agreement
3385	Cyprus Industrial Minerals Company	Michael D. Weld	Receipt & Acknowledgment
3415	Cyprus Industrial Minerals Company	Geomapping Associates, Ltd.	Master Engineering Services Contract
3427	Cyprus Industrial Minerals Company	Johnson Company, Inc.	Consulting Services Contract
3428	Cyprus Industrial Minerals Company	Protective Consultants Company	Consulting Services Agreement
3429	Cyprus Industrial Minerals Company	J.M. Simmons	Consulting Services Agreement
3440	Cyprus Industrial Minerals Company	Bailey Construction Company	General Services Contract
3441	Cyprus Industrial Minerals Company	C.L. Parsons, Inc.	Construction Contract
3443	Cyprus Industrial Minerals Company	Toledo Scale	Sale, Construction, Installation Railroad
3461	Green Mountain Talc Corporation	Spinning Mill House, Inc.	Letter of Intent
3483	Cyprus Industrial Minerals Company	Roger W. Miller	Employment Agreement
3507	Cyprus Industrial Minerals Company	Sletton Construction Company	Construction Contract
3585	Cyprus Industrial Minerals Company	Okunicwicz Mining Company	General Services Contract
3591	Cyprus Industrial Minerals Company	Mackenzie Construction Inc.	General Services Contract
3592	Green Mountain Talc Corporation	Geomapping Associates Ltd.	General Services Contract

REDACTED DOCUMENT

CAMC-Greco-000984

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
3631	Cyprus Industrial Minerals Company	Chief Construction, Inc.	ACM Addition
3695	Green Mountain Talc Corporation	Ground Work Construction	Service Agreement
3725	Cyprus Industrial Minerals Company	Kushna & Nagel, Inc.	Customs Power of Attorney
3748	Cyprus Windsor Minerals Corporation	A.H. Fulton	Request, Release & Waiver
3751	Cyprus Industrial Minerals Company	Y.Y. Kwan	Consulting Services Agreement
3755	Cyprus Industrial Minerals Company	Textron, Inc. Avco Corporation	Confidentiality Agreement
3757	Cyprus Industrial Minerals Company	Roy Bowers Excavating	General Services Contract
3841	Cyprus Industrial Minerals Company	TRC Environmental Consultants	Consulting Services Agreement
3971	Cyprus Industrial Minerals Company	Exxon Chemical Company	Confidentiality Agreement
4007	Cyprus Industrial Minerals Company	James R. Gelhaus	General Services Contract
4008	Cyprus Industrial Minerals Company	Chen-Northern Inc.	Master Engineering Services Contract
4009	Cyprus Industrial Minerals Company	A.R. Plank	Consulting Services Agreement
4056	Cyprus Industrial Minerals Company	Chemical Waste Management, Inc.	Agreement for Surplus Chemicals Handling
4127	CIM - Headquarters	Fire Control Inc. of New England	Casual Services Contract
4128	Cyprus Windsor Minerals Corporation	Oxygen & Welding Supply Company	Casual Services Contract
4129-A	Cyprus Industrial Minerals Company	The Cary Company	Notice of Termination
4129	CIM - Headquarters	Cary Company, Inc., The	Distributor Agreement - Barytes Products

CAMC-Greco-000985

REDACTED DOCUMENT

Contract Number	Cyprus Party	Other Party	Type of Contract
4130	CIM - Headquarters	A.E. Fleming Company	Distributorship Agreement - Talc Products
4132	CIM - Headquarters	Cordano Chemical Company, Inc.	Distributorship Agreement - Talc Products
4136	CIM - Headquarters	Meyer Plastics, Inc.	Distributorship Agreement - Talc Products
4166	Cyprus Industrial Minerals Company	Hargis Leasing, Inc. Gary W. Hargis	Railcar Leasing/Maintenance Agreement
4241	Cyprus Windsor Minerals Corporation	Rene Melenson	Casual Services Contract
4242	Cyprus Windsor Minerals Corporation	Mackenzie Construction Inc.	Casual Services Contract
4243	Cyprus Windsor Minerals Corporation	Ernest Plumb	Casual Services Contract
4244	Cyprus Windsor Minerals Corporation	State Seale Company, Inc.	Casual Services Contract
4245	Cyprus Windsor Minerals Corporation	Ganct Marble & Granite Inc.	Casual Services Contract
4246	Cyprus Industrial Minerals Company	Newport Electric	General Services Contract
4247	Cyprus Industrial Minerals Company	Oxygen & Welding Supply Company	Casual Services Contract
4248	Cyprus Industrial Minerals Company	Queen City Fire Equipment	Casual Services Contract
4249	Cyprus Industrial Minerals Company	Frank Dodge & Sons Construction	General Services Contract
4252	Cyprus Windsor Minerals Corporation	Willow Hill Property Management	Casual Services Contract
4253	Cyprus Industrial Minerals Company	Green Mountain Sanitation Hardwick Recycling and Salvage Inc.	Services Agreement

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REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4298-A	Cyprus Industrial Minerals Company	China Guangxi Metals & Minerals Imp.	Attachment to Contract
4298	Cyprus Industrial Minerals Company	China Guangxi Metals & Minerals Imp.	Sales Contract
4312	Cyprus Windsor Minerals Corporation	Markowski Excavating Inc.	General Services Contract
4346	CIM - Headquarters	Jack Corse, Inc.	General Services Agreement
4347	CIM - Headquarters	Hill - Martin Corporation	Casual Services Contract
4350	Cyprus Industrial Minerals Company	W.A. Ritz Marketing	Distributorship Agreement
4447	Cyprus Industrial Minerals Company	Gustavo C. Calvo	General Services Contract
4448	Cyprus Industrial Minerals Company	Michigan Technological University William J. Gregg	General Services Contract
4459	Cyprus Industrial Minerals Company	Bureau of Business Practice	Settlement Agreement
4467	Cyprus Windsor Minerals Corporation	Northeastern Sales Corporation	General Services Contract
4468	Cyprus Windsor Minerals Corporation	Allen Electrical Construction	Casual Services Contract
4498	Cyprus Industrial Minerals Company	A.M. Welles, Inc.	Construction Contract
4512	Cyprus Industrial Minerals Company	DC to Light	General Services Contract
4561	Cyprus Windsor Minerals Corporation	Pratt's Propane, Inc.	Propane Supply Contract
4562	Cyprus Industrial Minerals Company	Mackinzie Construction, Inc.	General Services - Contract Mining
4563	Cyprus Windsor Minerals Corporation	Cooper Fence Company	General Services

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REDACTED DOCUMENT

Contract Number	Cyprus Party	Other Party	Type of Contract
4565	Cyprus Windsor Minerals Corporation	John J. Sheehan	Casual Services Contract
4576	Cyprus Industrial Minerals Company	Lake Resources, Inc.	Sales Contract
4628	Cyprus Industrial Minerals Company	Pizzagalli Construction Company	General Services Contract
4639	Cyprus Industrial Minerals Corporation	Deborel Maroc S.A.	Distributorship Agreement
4640	Cyprus Industrial Minerals Corporation	S.A.R.L. Promasu	Distributorship Agreement
4641	Cyprus Industrial Minerals Company	Simo Construction, Inc.	General Services Contract
4649	Cyprus Windsor Minerals Corporation	Woody Dorsey	Bill of Sale - Marble Stone
4650	Cyprus Windsor Minerals Corporation	Neil H. Daniels, Inc.	General Services Contract
4651	Cyprus Windsor Minerals Corporation	Resicon Containment, Inc.	General Services Contract
4652	Cyprus Windsor Minerals Corporation	J.A. Russell Corporation	General Services Contract
4664	Cyprus Windsor Minerals Corporation	Hemenway Electric Inc.	General Services Contract
4698	Cyprus Windsor Minerals Corporation	Unifirst Corporation	Casual Services Contract
4699	Cyprus Windsor Minerals Corporation	Willow Hill Property Management	Casual Services Contract
4701	Cyprus Windsor Minerals Corporation	Advanced Fire & Safety Inc. of VT/NH	General Services Contract

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Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4703	Cyprus Windsor Minerals Corporation	Springfield Plumbing & Heating	General Services Contract
4704	Cyprus Windsor Minerals Corporation	Ernest Plumb	General Services Contract
4719	Cyprus Windsor Minerals Corporation	Commercial Scale Company, Inc.	General Services Contract
4750	Cyprus Windsor Minerals Corporation	Cavendish Partnership	Consulting Services Agreement
4794	Cyprus Windsor Minerals Corporation	John J. Sheehan	Casual Services Contract - Mail & Freight
4812	Cyprus Windsor Minerals Corporation	James R. Bramuer	Bill of Sale - File Cabinet
4826	Cyprus Windsor Minerals Corporation	George B. Tucker, Inc.	General Services Contract
4840	Cyprus Windsor Minerals Corporation	Reynolds & Sons, Inc.	General Services Contract
4908	Cyprus Windsor Minerals Corporation	Honeywell, Inc.	General Services Contract
4909	Cyprus Windsor Minerals Corporation	Mackenzie Construction Inc.	General Services Contract
4910	Cyprus Windsor Minerals Corporation	John Pinckney	Casual Services Contract
4911	Cyprus Windsor Minerals Corporation	Harry K. Shepard, Jr.	General Services Contract
4953	Cyprus Windsor Minerals Corporation	Explosives Supply Company	General Services Contract

REDACTED DOCUMENT

CAMC-Greco-000989

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
4983	Cyprus Industrial Minerals Company	John F. Childs Childs and Associates Lupine Minerals Corporation	General Services Contract
5274	CIM - Headquarters	Newport Electric	General Services Contract
5275	Cyprus Windsor Minerals Corporation	Hi-Vac Corporation	Casual Services Contract
5310	Cyprus Windsor Minerals Corporation	W.D. Matthews Machinery Company	Casual Services Contract
5396	Cyprus Windsor Minerals Corporation	Valley Artesian Well Company, Inc.	General Services Contract
5441	Cyprus Industrial Minerals Company	Star Shipping A/S	Shipping Contract
5506	Cyprus Industrial Minerals Company	Harwick Chemical Corporation	Notice of Termination of Distributorship Agreement
5524	Cyprus Industrial Minerals Company	Birmingham Excavating Company, Inc.	General Services Contract
5576	Cyprus Industrial Minerals Company	Egyptian Geological Survey & Mining	Technical Services Agreement
5611	Cyprus Industrial Minerals Company	Meyer Plastics, Inc.	Distributorship Agreement
5613	Cyprus Industrial Minerals Company	St. Lawrence Chemical Company	Distributorship Agreement
5616	Cyprus Industrial Minerals Company	Cordano Chemical Company, Inc.	Distributorship Agreement
5616-A	Cyprus Industrial Minerals Company	Cordano Chemical Company, Inc.	Termination of Distributor Agreement

CAMC-Greco-000990

REDACTED DOCUMENT

Reviewed in the Due Diligence Process and Earlier Requested (Annex VI of the Due Diligence Memorandum)

	Cyprus Party	Other Party	Type of Contract
Active Contracts			
4004	Cyprus Industrial Minerals Company	Montana Talc Company Fred Earnest	Confidentiality Agreement
4631	Cyprus Industrial Minerals Company	Gordon Gill	Consulting Services Agreement
4702	Cyprus Windsor Minerals Corporation	Springfield Plumbing & Heating	General Services Contract
Inactive Contracts			
1195	Cyprus Industrial Minerals Company	Tate Chemical Sales Company	Sales Agency Agreement
1196	Cyprus Industrial Minerals Company	Horton-Earl Company	Sales Agency Agreement
2370	Cyprus Industrial Minerals Corporation	City Electric	General Services Contract - Construction
2371	Cyprus Industrial Minerals Corporation	Sletten Construction	General Services Agreement - Silo Construction
4265	Cyprus Industrial Minerals Company	Rocky Mountain Security Service	General Services Agreement
4274	Cyprus Industrial Minerals Company	Montgomery Elevator Company	Purchase Order for Maintenance Service

CAMC-Greco-000991

REDACTED DOCUMENT

IV. Documents Not Reviewed in the Due Diligence Process, and Not Appearing on Original Computer Generated List of Contracts Supplied to Sullivan & Cromwell on January 23, 1992 by CMC ("Original Computer List")

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
Inactive Contracts			
345	CIM - Thompson Weinman	United Cement, Lime & Gypsum Union	Labor Contract
1231	CIM - Thompson Weinman	Vermont Marble Company	Lease
1465	CIM - Thompson Weinman		Pension Plan - Nonrepresented hourly
1466	CIM - Thompson Weinman		Pension Plan - Nonrepresented hourly
1582	Sierra Talc de Mexico, S.A.	Armando Rubio Eusebio Rubio Chemical Bank	Collateral and Reimbursement Agreement
1711	CIM - Thompson Weinman	Kelly, Thomas	Purchase and Sale of Real Estate
2079	CIM - Thompson Weinman	Interian Company, Ltd.	Sale Agreement - Marble Blocks
2325	CIM - Thompson Weinman	Sarrio Cia. Papelera de Leiza, S.A.	Confidentiality Agreement
2965-G	CIM - Thompson Weinman	ECCA Southeast Carbonates Cement, Lime, Gypsum, Allied Worker Boilermakers Union	Termination Agreement - Labor Contract
5203-A	Cyprus Industrial Minerals Company	Forcal Ltd.	Termination of Distributor Agreement
5388-A	Cyprus Industrial Minerals Company	Quadra Chemicals, Ltd.	Termination of Distributor Agreement

CAMC-Greco-000992

REDACTED DOCUMENT

Number	Cyprus Party	Other Party	Type of Contract
	• • • Original Computer List ends at number 5621 • • •		
5869	Cyprus Industrial Minerals Company	L.V. Lomas Ltd.	Distributorship Agreement
5931	Green Mountain Talc Corporation	State of Vermont	Land Use Permit
5937	Cyprus Windsor Minerals Corporation	Bates & Murray, Inc.	General Services Contract
5938	Cyprus Windsor Minerals Corporation	Defresno-Henry, Inc.	Consulting Services Agreement
5939	Cyprus Windsor Minerals Corporation	Neil H. Daniels Inc.	General Services Contract
5941	Cyprus Windsor Minerals Corporation	Neil H. Daniels	General Services Contract
5951	Cyprus Windsor Minerals Corporation	Green Mountain Explosives Company	General Services Contract
5957	Cyprus Windsor Minerals Corporation	Al Melansen Company, Inc.	General Services Contract
5958	Cyprus Industrial Minerals Company	Cosmetic Specialties, Inc.	Second Amendment To Representative Agreement
5959	Cyprus Industrial Minerals Company	Forcel Ltda.	Termination of Distributorship Agreement
5960	Cyprus Industrial Minerals Company	Quadra Chemicals, Ltd.	Termination of Distributorship Agreement

CAMC-Greco-000993

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
Active Contracts			
		* * * Original Computer List ends at number 5621 * * *	
5708	CIM - Headquarters	The Montana Power Company's Gas Utility	Natural Gas Service Agreement
5709	CIM - Headquarters	The Montana Power Company's Gas Utility	Firm Gas Transmission Service Agreement
5710	CIM - Headquarters	The Montana Power Company's Gas Utility	Interruptible Gas Transmission Service
5711	CIM - Headquarters	The Montana Power Company's Gas Utility	Firm Gas Storage Service Agreement
5712	CIM - Headquarters	Canadian-Montana Pipe Line Company	Interruptible Service Agreement
5874	Cyprus Windsor Minerals Corporation	Willow Hill Property Management	Casual Services Contract
5876	Cyprus Windsor Minerals Corporation	Hemenway Electric Inc.	General Services Contract
5877	Cyprus Windsor Minerals Corporation	H.M.J. Corporation	General Services Contract
5917	Cyprus Windsor Minerals Corporation	WD Matthews Machinery	General Services Contract
5918	Cyprus Windsor Minerals Corporation	Hi-Vac Corporation	General Services Contract
5932	Cyprus Industrial Minerals Corporation	Oy Seltek Ab	Distributorship Agreement
5933	Cyprus Industrial Minerals Corporation	Industria Lombarda Propotti Chimici S.R.I.	Distributorship Agreement

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Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5934	Cyprus Industrial Minerals Company	Tele Dynamics Div. of Lewis Burglary & Fire Protec.	Maintenance Agreement
5935	Cyprus Industrial Minerals Company	Arcadia Chemical Industries, Inc.	Contract Packaging Contract
5936	Cyprus Industrial Minera's Company	Exxon Chemicals Americas Exxon Chemical Company Exxon Corporation	Talc Sales Agreement
5940	Cyprus Windsor Minerals Corporation	George B. Tucker	General Services Contract
5942	Cyprus Industrial Minerals Corporation	Kasa A.G.	Distributorship Agreement
5943	Cyprus Industrial Minerals Corporation	Jehamanoff Staples & Sptys. Ltd.	Distributorship Agreement
5944	Cyprus Industrial Minerals Corporation	Chemag S.A. (PTY) Ltd.	Distributorship Agreement
5945	Cyprus Industrial Minerals Corporation	ADITIL	Distributorship Agreement
5946	Cyprus Industrial Minerals Corporation	ADITIL	Distributorship Agreement
5947	Cyprus Industrial Minerals Corporation	Azienda Chimica Milanese S.P.A.	Distributorship Agreement
5948	Cyprus Industrial Minerals Corporation	Enichem Benelux, N.V.	Distributorship Agreement
5949	Cyprus Windsor Minerals Corporation	Green Mountain Railroad	Bill of Sale
5950	Cyprus Windsor Minerals Corporation	Ottauquechee Natural Resource U.S.D.A. Soil Conservation	Liability of Waiver

REDACTED DOCUMENT

CAMC-Greco-000995

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
5952	Cyprus Windsor Minerals Corporation	Geomapping Associates, Ltd.	Consulting Services Agreement
5954	Cyprus Industrial Minerals Corporation	Sociquim Lda.	Distributorship Agreement
5955	Cyprus Industrial Minerals Corporation	Sociquim Lda.	Distributorship Agreement
*	Cyprus Windsor Minerals Corporation	Rail Systems, Inc.	Rail Contract
*	Cyprus Industrial Minerals Corporation	Green Mountain Railroad Corporation Delaware & Hudson Railway Company, Inc. Norfolk Southern Railway Company	Rail Contract (Cincinnati, OH)
*	Cyprus Windsor Minerals Corporation	Green Mountain Railroad Corporation D & H Corporation Norfolk Southern Railway Company	Rail Contract
*	Cyprus Windsor Minerals Corporation	Central Vermont Railway, Inc. Vermont Railway, Inc. Green Mountain Railroad Corporation Canadian National Railway Grand Truck Western Railway Illinois Central Railway	Rail Contract
*	Cyprus Industrial Minerals Company	Green Mountain Railroad Corporation Delaware & Hudson Railway Company, Inc. Norfolk Southern Railway Company	Rail Contract (Tuscaloosa, AL)

* No computer-generated contract number

CAMC-Greco-000996

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
*	Cyprus Industrial Minerals Company	Green Mountain Railroad Corporation Central Vermont Railway, Inc. Canadian National Railways Grand Truck Western Railroad Company Southern Pacific Transportation Company St. Louis Southwestern Railway Company	Rail Contract (Miller, TX)
*	Cyprus Industrial Minerals Company	Green Mountain Railroad Corporation Central Vermont Railway, Inc. Canadian National Railways Grand Truck Western Railroad Company Burlington Northern Railroad Company Kyle Railroad Company Company	Rail Contract (Phillipsburg, KS)
*	Cyprus Windsor Minerals Corporation	Central Vermont Public Service Corporation	Interruptible Service Agreement
*	Cyprus Industrial Minerals Corporation	Central Vermont Public Service Corporation	Interruptible Service Agreement
*	Cyprus Windsor Minerals Corporation	George Tucker	Bill of Sale
*	Cyprus Windsor Minerals Corporation	Air Quality Technical Service	Consulting Services Agreement
*	Cyprus Windsor Minerals Corporation	STC Technologies	Consulting Services Agreement

* No computer-generated contract number

CAMC-Greco-000997

REDACTED DOCUMENT

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
*	Cyprus Industrial Minerals Company	Village of Morrisville Water & Light Department	Power Contract
*	Cyprus Industrial Minerals Company	A T & T	Equipment Agreement
*	Green Mountain Talc Corporation	Vermont Copier	Maintenance Agreement
*	Cyprus Windsor Minerals Corporation (Vermont)	Cement, Lime, Gypsum, and Allied Workers, Division of the Brotherhood of Boilermakers International, AFL-CIO and its Local Lodge No. D449	Collective Bargaining Agreement
*	Cyprus Industrial Minerals Company (Three Forks)	United Clay, Lime, Gypsum, and Allied Workers, Division of the Boilermakers Union and Local Union No. D-239	Collective Bargaining Agreement
*	Cyprus Industrial Minerals Company (Grand Island)	General Drivers and Helpers Local Union No. 554	Collective Bargaining Agreement

* No computer-generated contract number

CAMC-Greco-000998

Cyprus Contract Number	Cyprus Party	Other Party	Type of Contract
761	Cyprus Mines Corporation	A.M. Welles, Inc.	Master General Services Contract
*	Cyprus Industrial Minerals Company	International Raw Materials Ltd.	Terminalling and Storage Agreement
*	Cyprus Industrial Minerals Company	Montana Rail Link, Inc.	Track Lease
*	Cyprus Mines Corporation	Union Pacific Railroad Company	Industry Contract
*	Cyprus Industrial Minerals Company	ACF Industries, Incorporated	Agreement
*	Cyprus Mines Corporation	General Electric Railcar Services Corporation	Master Railcar Leasing Agreement
*	Cyprus Mines Corporation	Itel Rail Corporation Itel Railcar Corporation	Master Lease Agreement
1022	Cyprus Mines Corporation	Montana Talc Company	Grant of Easement
843	Cyprus Mines Corporation	Charles Mathieu & Co.	Talc Import Agreement
3220P	Cyprus Mines Corporation	Johnson & Johnson Consumer Products, Inc.	Stock Purchase Agreement
2471	Cyprus Minerals Co.	Storage Technology Corp.	Equipment Maintenance Agreement
724	Cyprus Mines Corporation	Ilshin Industrial Co., Ltd.	Agreements for exclusive representation

* No computer-generated contract number

REDACTED DOCUMENT

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SCHEDULE 5.13

REDACTED DOCUMENT

SCHEDULE 5-13 - EXCEPTIONS:

1) All federal income tax returns, with the exception of the 12/31/86 and 12/31/87 federal income tax returns, have not been examined by the Internal Revenue Service.

2) The 12/31/88 and 12/31/89 federal income tax returns are currently being audited by the Internal Revenue Service.

3) The 12/31/86 and 12/31/87 federal tax returns statute of limitations, and therefore the state statutes of limitation, have been extended to September 30, 1992.

4) The 12/31/88 federal tax returns statute of limitations has not been extended yet. Since it is currently under audit by the IRS it will be extended prior to 9/15/92. This will in turn extend the state statutes of limitation.

5) The Montana net proceeds tax deficiency has not been paid.

6) Some, but not all, state income and/or franchise tax returns have been examined by the appropriate state authorities for 12/31/85 thru 12/31/91. It cannot be determined when/or if the states that have not audited their returns may do so.

7) The foreign income tax returns have not been audited by the applicable foreign authorities.

8) State taxes Related to:
   Gross Receipts
   Severance
   Franchise
   Sales
   Use
   Excise
   Property

REDACTED DOCUMENT

Section 5.13

Prior to Cyprus ownership,
For the years 1987 and 1988, there ~~were~~ was certain ~~inconsistencies~~ information in the financial ~~books~~ records which ~~identified~~ suggested possible inconsistencies in the reporting of sales revenues and expenses. Audits have been unable to confirm any substantiated or proven problem at this point.

(this may have existed in the management of stock...)

REDACTED DOCUMENT

REDACTED DOCUMENT

SCHEDULE 5.14

REDACTED DOCUMENT

SCHEDULE 5.14

A. MISCELLANEOUS PLANS, PROGRAMS, OBLIGATIONS AND AGREEMENTS

1. Stock Option Program
2. Company Car Policy
3. Tuition Reimbursement Program
4. Bonus Program
5. Deferred Compensation Arrangement for L. Murino
6. Safety Award Program for Windsor Minerals Company
7. Employment Contract for F. Beyl
8. Sales Service Agreement for J. Cook
9. Special Arrangement for Mccune
10. Pension Supplement for Certain Union Retirees
11. Performance Bonus Plan for Hourly Employees of Montana Mines
12. Three Forks Labor Agreement
13. Windsor Labor Agreement
14. Grand Island Labor Agreement
15. Other Plans, Programs, Obligations or Agreements not specifically referenced in above items 1 through 14, but as may arise under the above referenced collective bargaining agreements, or as a result of Company Policies, Procedures or other obligations

B. WELFARE BENEFIT PLANS

1. Severance Policy
2. Letter dated 2/8/89, setting forth Retiree Medical obligations for Windsor Hourly Employees and Spouses
3. Group Insurance Plan for Life and AD&D for Three Forks Represented Hourly Employees
4. Health Care Plan for Salaried Employees and Retirees
5. Dental Plan for Salaried Employees
6. Life Insurance Plan for Salaried Employees and Retirees
7. Disability Income Plan for Salaried Employees
8. Vacation Plan for Salaried Employees
9. Health Care Plan for Non-Represented Hourly Employees and Retirees
10. Dental Plan for Non-Represented Hourly Employees and Retirees
11. Life Insurance Plan for Non-Represented Employees and Retirees
12. Disability Income Plan for Non-Represented Employees
13. Vacation Plan for Non-Represented Hourly Employees
14. Health Care Plan Windsor Represented Hourly Employees and Retirees
15. Dental Care Plan Windsor Represented Hourly Employees
16. Life Insurance Plan Windsor Represented Hourly Employees and Retirees
17. Disability Plan Windsor Represented Hourly Employees
18. Other Programs not specifically referenced in items 1 through 17 above but as may arise under the collective bargaining agreements for Three Forks, Grand Island or Windsor, or as a result of Company Policies, Procedures or other obligations

REDACTED DOCUMENT

C. QUALIFIED BENEFIT PLANS

1. Retirement Plan for Salaried Employees of Cyprus Minerals Company. Participants are salaried employees.

2. Cyprus Industrial Minerals Company Division Pension Plan for Three Forks Plant Hourly Employees. Participants are represented hourly employees.

3. Cyprus Industrial Minerals Company Division Pension Plan for Yellowstone Mine Hourly Employees. Participants are non-represented hourly employees and certain deferred vested individuals.

4. Retirement Plan for Hourly Employees of Windsor Minerals, Inc. Participants are represented hourly employees.

5. Grand Island, Nebraska Multi-Employer Pension Plan for members of General Drivers and Helpers Local Union #544 affiliated with the International Brotherhood of Teamsters, AFL-CIO. Participants are hourly, represented employees.

6. Cyprus Minerals Company Savings Plan. Participants are non-represented hourly and salaried employees.

7. Cyprus Minerals Company Employee Stock Ownership Plan. Participants are non-represented hourly and salaried employees.

D. FOREIGN BENEFIT PLANS, PROGRAMS, AND ARRANGEMENTS

Belgium

1. Group Pension and Life Insurance Policy
2. Group Health Care Insurance Policy
3. Group Invalidity Insurance
4. Employment Agreements
5. Vacation Allowance
6. Company Car
7. Stock Option Plan
8. Luncheon Vouchers
9. Collective Bargaining Agreements of Collective Bargaining Committee Nº 207 and Nº 116
10. Work Regulation, dated February 11, 1981 (being revised)
11. Sick Pay
12. Severance

France

1. Employment Agreements
2. Company Car
3. Belgian Pension Plan
4. Belgian Group Invalidity Insurance
5. Pension which supplements Social Security through ARRCO and AGIRC (national funds)
6. Belgian Life Insurance
7. Medical Insurance
8. Vacation Allowance
9. Sick Pay
10. Severance

REDACTED DOCUMENT

D. FOREIGN BENEFIT PLANS, PROGRAMS, AND ARRANGEMENTS (Continued)

Germany

1. Employment Agreements
2. Company Car
3. Pension Plan with disability benefit and death benefit
4. Medical Benefits through Krankenkassen
5. Vacation Allowance
6. Sick Pay
7. Severance

United Kingdom

1. Employment Agreements
2. Company Car
3. Pension Plan with Death Benefit
4. Long Term Disability
5. Medical Benefit
6. Vacation Allowance
7. Sick Pay
8. Severance

Spain

1. No retirement, death, disability, or medical benefits
2. Vacation Allowance
3. Sick Pay
4. Severance

Other Plans, Programs, Obligations or Agreements not specifically referenced in above items, but as may arise under the above as a result of Company Policies, Procedures or other legal obligations

REDACTED DOCUMENT

SCHEDULE 5.14

CIMC GHENT

1. Group Insurance Agreement between Cyprus Industrial Minerals Corporation and Royale Belge N.V., dated September 7, 1990, effective as of April 1, 1990, as amended (Pension and Life Insurance).

2. Group Insurance Agreement between Cyprus Industrial Minerals Corporation and Royale Belge N.V., dated September 8, 1988, effective as of June 1, 1990, as amended (Health Care Expenses Insurance)

3. Group Insurance Agreement between Cyprus Industrial Minerals Corporation and Royale Belge N.V., dated August 1, 1972, as amended (Invalidity Insurance)

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SCHEDULE 5.14

MilSTRON MINERALIEN GMBH

Pension Plan for all employees of the company as of March 1, 1991, under an insurance policy with Victoria Versicherung, AG, dated January 1, 1991.

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SCHEDULE 5.15

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SCHEDULE 5.15

TRADEMARKS

Cyprus Party	Trademark	Country/Number	Date Granted
Cyprus Mines Corporation	AC CLAY	U.S.A. - No. 767,316	03/31/64
Cyprus Mines Corporation	ADSORBOL	U.S.A. - No. 437,025	05/09/47
Cyprus Mines Corporation	ALTALC	U.S.A. - No. 1,271,407	03/27/84
Cyprus Mines Corporation	ASPEN	U.S.A. - No. 1,276,609	05/08/84
Cyprus Mines Corporation	ATOMITE	U.S.A. - No. 416,469	09/18/85
Cyprus Mines Corporation	BARIMITE	U.S.A. - No. 1,244,925	07/12/83
Cyprus Mines Corporation	CYPRUFIL	U.S.A. - No. 1,276,607	05/08/84
Cyprus Mines Corporation	CYPRUCAST	U.S.A. - No. 1,205,102	08/17/83
Cyprus Minerals Company	CIMFLX	U.S.A. - No. 74/144,440	*
Cyprus Mines Corporation	DRIKALITE	U.S.A. - No. 1,244,041	07/05/83
Cyprus Mines Corporation	DURAMITE	U.S.A. - No. 1,246,713	08/03/83
Cyprus Mines Corporation	FURNACE CREEK	U.S.A. - No. 1,276,605	05/08/84
Cyprus Mines Corporation	KOTAMITE	U.S.A. - No. 1,063,629	04/23/86
Cyprus Mines Corporation	MISTROBRITE	U.S.A. - No. 886,957	03/03/70
Cyprus Mines Corporation	MISTRON	United Kingdom - No. 868,418	08/24/64
Cyprus Mines Corporation	MISTRON	Greece - No. 32,090	08/13/64
Cyprus Mines Corporation	MISTRON	France - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Finland - No. 46,340	03/05/66
Cyprus Mines Corporation	MISTRON	Canada - No. 139,280	02/19/65
Cyprus Mines Corporation	MISTRON	Benelux - No. 71,923	10/28/71
Cyprus Mines Corporation	MISTRON	Belgium - No. 102,577	08/12/64
Cyprus Mines Corporation	MISTRON	Denmark - No. 3673/64	11/18/64
Cyprus Mines Corporation	MISTRON	Japan - No. 552,002	06/07/60
Cyprus Mines Corporation	MISTRON	Mexico - No. 170,002 (abandoned)	11/11/64
Cyprus Mines Corporation	MISTRON	Netherlands - No. 153,884	08/03/64
Cyprus Mines Corporation	MISTRON	U.S.A. - No. 534,073	11/28/50
Cyprus Mines Corporation	MISTRON	Australia - No. A-189,166	07/29/64
Cyprus Mines Corporation	MISTRON	Australia - No. 53,206	07/27/64
Cyprus Mines Corporation	MISTRON	West Germany - No. 819,565	05/16/66
Cyprus Mines Corporation	MISTRON	South Korea - No. 20980	01/13/71
Cyprus Mines Corporation	MISTRON	Spain - No. 452,784	07/29/64
Cyprus Mines Corporation	MISTRON	Sweden - No. 199,404	*
Cyprus Mines Corporation	MISTRON	Switzerland - No. 205,871	11/03/64
Cyprus Mines Corporation	MISTRON	Italy - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Norway - No. 66,025	05/15/65
Cyprus Mines Corporation	MISTRON CASCADE	U.S.A. - No. 74,080,117	*
Cyprus Mines Corporation	MISTRON CYPRUSBOND	U.S.A. - No. 1,271,408	03/27/84
Cyprus Mines Corporation	MISTRON CYPRUSPERSE	U.S.A. - No. 1,271,405	03/27/84
Cyprus Mines Corporation	MISTRON FROST	U.S.A. - No. 1,272,268	03/03/84
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,332	*
Cyprus Mines Corporation	MISTRON SUPER FROST	U.S.A. - No. 1,271,403	03/27/84
Cyprus Mines Corporation	MISTRON SUPER VAPOR	U.S.A. - No. 1,331,497	*

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Cyprus Party	Trademark	Country/Number	Date Granted
Cyprus Mines Corporation	MISTRON ULTRAMIX	U.S.A. - No. 1,272,267	03/03/84
Cyprus Mines Corporation	MISTRON VAPOR	Japan - No. 1,248,300	
Cyprus Mines Corporation	MISTRON ZETA PLUS	Registration pending	*
Cyprus Mines Corporation	MONOBLEND	U.S.A. - No. 1,271,406	03/27/84
Cyprus Mines Corporation	SIERRALITE	U.S.A. - No. 1,271,401	03/27/84
Cyprus Mines Corporation	SIERRA WHITE	U.S.A. - No. 1,279,371	05/29/84
Cyprus Mines Corporation	SILVERBOW	U.S.A. - No. 1,271,399	03/27/84
Cyprus Mines Corporation	SNOWFLAKE WHITE	U.S.A. - No. 1,246,714	08/02/83
Cyprus Mines Corporation	STEAWHITE	U.S.A. - No. 1,271,400	03/27/84
Cyprus Mines Corporation	SUPERCOAT	U.S.A. - No. 1,244,040	07/05/83
Cyprus Mines Corporation	SUPERMITE	U.S.A. - No. 1,063,678	*
Cyprus Mines Corporation	SUPRA	U.S.A. - No. 1,270,450	03/20/84
Cyprus Mines Corporation	SUPRAFINO	U.S.A. - No. 1,275,663	05/01/84
Cyprus Mines Corporation	UNITED SIERRA	U.S.A. - No. 12,488	08/22/66
Cyprus Mines Corporation	PYROPAQUE	U.S.A. - No. 807,429	04/26/66
Cyprus Mines Corporation	SIERRA	U.S.A. - No. 197,912	03/29/83
Cyprus Mines Corporation	SUPREME	*	*
Cyprus Mines Corporation	YELLOWSTONE TALC	U.S.A. - No. 589,928	05/18/54
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,322	04/16/85
Cyprus Mines Corporation	ULTRAMITE	*	*
Cyprus Mines Corporation	MISTROCARB	S/N 380,779 (expired)	08/19/82
Cyprus Mines Corporation	STELLAR	U.S.A. - No. 1,630,531	01/08/91

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SCHEDULE 5.15

DIMTA, S.A.

Trademark 1.185.098/1 "TALCOLIVA", applied for on 13th March 1987 and granted on 20th September 1989 for Class 3rd: Talc Products.

CAMC-Greco-001015

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SCHEDULE 5.15

PATENTS

Cyprus Party	Patent	Country/Number	DATE GRANTED
Cyprus Industrial Minerals Company	An Amino Acid Coated Mineral Powder Composition and a Method for Making the same	U.S.A. - 07/824,580	
Cyprus Industrial Minerals Company	Centrifugal Particle Classifer Having Uniform Influx Distributor	U.S.A. - *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Australia - No. 23168/88	05/23/91
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Brazil - No. PI 8807707	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Canada - No. 599,916 and 577,321	09/14/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	China - No. 89104404.3 and 88107159	05/16/89
Cyprus Industrial Minerals	Method and Apparatus for Friction Sorting of Particular Materials	Egypt - No. 243/89	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Europe - No. 88907535.4	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Finland - *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	France - No. 8911027	

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CAMC-Greco-001016

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Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	India - Nos. 821/Cal/88 382/Cal/89 383/Cal/89	10/04/88
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Italy - No. *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Japan - No. 50712/88	08/18/88
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Norway - No. 185/182	01/06/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	South Korea - No. 89-700872	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Spain - No. 2009039	06/27/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Turkey - No. 45527/88	10/19/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	U.S.A. - No. 5,069,346	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	WO - No. 8,902,328	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	EP - No. 335,922	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Brazil - No. PI 8904545	

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*Patent number unknown
Draft 6/4/92

CAMC-Greco-001017

Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Denmark - No. 4412/89	01/06/89
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Greece - No. 890100006	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Argentina - No. 312935	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Australia - No. 29373/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Chile - No. 009/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Europe - No. 89901770.1-2304	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Finland - No. 894147	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Italy - No. 88/02814	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Japan - No. 501645/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Mexico - No. 14459	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	New Zealand - No. 277,526	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Norway - No. 893578	

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Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Portugal - No. 89397	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	South Africa - No. 890038	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Spain - No. 2010072	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	U.S.A. - No. 4,964,955	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	WO - No. 8,906,294	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	EP - No. 374,196	
Cyprus Industrial Minerals Company	Rubber Composition Comprising Phyllisilicate Salines	U.S.A. - No. 4,431,755	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	U.S.A. - *	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	ES - No. 2,011740	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	BR - No. 8,904,173	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	FR - No. 2,635,475	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	AU - No. 8,934,837	

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CAMC-Greco-001019

Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	CN - No. 1,040,335	
Cyprus Industrial Minerals Company	Small Particle Separator	U.S.A. - No. 07/588,202	
Cyprus Industrial Minerals Company	Small Particle Separator	Egypt - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Brazil - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Brazil - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Europe - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	India - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	South Korea - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Norway - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Finland - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Australia - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	China - No. *	
Cyprus Mines Corporation	Beneficiation of New York State Talc	U.S.A. - No. 3,837,582	
Cyprus Mines Corporation	Beneficiated Talc as Filler	U.S.A. - No. 4,814,019	
Cyprus Mines Corporation	Removing Tremolite	U.S.A. - No. 3,965,241	
Cyprus Mines Corporation	Rendering Montana Talc Suitable for use as fillers	U.S.A. - No. 4,931,493	

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SCHEDULE 5.16

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Schedule 5.16

CIMC GHENT

The Ghent branch of CIMC does not have a water discharge permit, as required under the Belgian Law of March 26, 1971 and the Decree of the Flemish Executive of February 6, 1991.

REDACTED DOCUMENT

SCHEDULE 5.16

ENVIRONMENTAL INFORMATION

The possibility that one electrical transformer potentially containing PCB contaminated oil may have been left in the abandoned North Lens of the Windham Mine, Windham, Vermont, by a previous owner.

Elevated levels of arsenic and other contaminant in the unlined tailings and water impoundments and water discharges in the Vermont operations.

Vermont operations' water/discharge and settling ponds permit status reviewed on approximately February 5, 1992.

Water discharges at all operations in Vermont and elsewhere are potentially subject to unpermitted/permitted and indirect/direct discharge status revision, and revised Federal or State water quality standards, criteria or other restrictions.

West Windsor. New limits/conditions may be required, as well as system revisions, and treatment technology, as a result of Vermont NPDES permit renewal, application scheduled for Fall/Winter, 1992.

West Windsor, Vermont - tailings spill into Mill Brook on 12/11/90 and 6/22/91.

Argonaut Mine, Vermont - Topsoil silted Soapstone Brook approximately May 9, 1991.

Johnson Mill, Vermont - Pond overflow and tailings spill into Lamoille River on November 20, 1991 and February 14, 1992.

Vermont operations' air quality emission permits. Vermont is setting-up a new fee and certification program for revenue generation using a 5 TPY trigger. For instance, West Windsor at 10.4 TPY will pay a generators' charge for 1991 that Columbia will miss, due to a volume 4.79 TPY reported, under EPA PM-10 in conjunction with the CAA. We normally expect an arsenic concentration in the fine particles of our emissions. Rough calculations of '91 stack volumes show West Windsor at 10.8 times the action level and Columbia at 13 times.

Act 250 Application/Amendment for Argonaut Mine and West Windsor tailings ponds are pending. There have not been and may not be approved.

Possible State of Vermont and EPA revisions to applicable water quality criteria and standards. Pending rules and legislation, may or may not pass or issues. New standards and criteria may require expenditures for treatment, or other controls.

REDACTED DOCUMENT

SCHEDULE 5.16

Asbestos containing material located in buildings and structures. Buildings, structures, materials and construction done prior to 1974, when asbestos was banned from building materials usage, are likely to contain asbestos containing material (e.g., insulation, pipes, tile ceilings, flooring, tank insulation, etc.). If it is not being disturbed and not friable, it may be left in place with proper management

Possible State and EPA revisions to applicable mining and solid/hazardous waste regulations, and other Environmental Laws could impose future tailings management standards and requirements, including lining, new locations and relocation, capacity, construction, stability, reclamation, closure and related air and water quality issues. Dust, seepage, and runoff all could be potential problems in future and may need addressing.

Material/waste storage in Johnny Gulch at the Yellowstone Mine.

Companies' ordinary course of business operations included off-site transfers of wastes and materials to landfills and disposal sites not owned by Companies, done in accordance with the then applicable laws and regulation, but these landfills and disposal sites may require remedial action as result of the actions of the owners or operators.

Companies' use of waste oil heaters.

NPDES permit and water discharge quality at the Alpine, Georgia talc preparation plant, and zinc levels during times when zinc compounds are used as reagents in the plant.

Material Safety Data Sheets and Sara Title II notification reports.

Cyprus Mines Corp., Englewood, filed a group permit application 3/13/91, including twelve Vermont sites. AMC advises that EPA approval of the mineral mining applications is expected "shortly." Approval will be a mining industry-specific National Pollutant Discharge Elimination System (NPDES) permit for our stormwater run-off. The assumption is that Vermont Water Resources will oversee this program once it is in place.

January 27, 1988. Environmental Assessment of Vermont Talc.
Description: Memo to Key Phillips from D. L. Damrau.
Document Indicates:

- Indirect Discharge Permit ID 9-0004 File Code M15-000 (Troy Quarry): QA/QC Plan of all monitoring - status of compliance with this requirement was unknown at time of memo.
- Johnson Preparation Plant: No permits, supposedly "grandfathered."
- General: Status of PCB's not able to be confirmed.

REDACTED DOCUMENT

SCHEDULE 5.18

- Troy Act 250 permit requirements.
- Limited space available for future tailings at Johnson.
- Indirect Discharge Permit 9-0004 (Troy) expires 9-1-92.

April 11, 1988. Draft Due Diligence on Vermont Talc; final Due Diligence Checklist for Vermont Talc.
Description: Due Diligence reports written by R.J. Buettner, K.L. Phillips, E.H. Reade, and E.P. Tiritas.
Document indicates:

- Chester Mill: Overall dust and noise problems including impact on neighbors.
- Johnson Mill:
  - Overall dust and noise problems including impact on neighbors.
  - Tailings: Pond designed to percolate water into ground, need berms on road; tailing water not analyzed, sampling required to determine tailing discharge to river.
- Hamm Mine: Concerns about lack of berms, drainage control.
- Chester Facility:
  - Processing equipment: Excessive airborne dust because collection system on secondary crusher building was disconnected.
  - Packing Area: Dusty
  - Waste disposal: Did not meet requirements for waste oil, rejects, mining waste and garbage in April, 1988.
- Johnson: Tailing ponds discharge directly into flood plain through pond bottoms.
- Hamm Mine: Will require selective mining to avoid actinolite and control Arsenic levels.
- Chester Mill: Stockpile contains actinolite.
- Johnson: Stockpile estimated to contain 10% chlorite schist which contains actinolite.
- Hamm: Requires improved indirect discharge.

REDACTED DOCUMENT

SCHEDULE 5.16

- Hamm Mine: April 7, 1988 discharge murky and needed to be fixed.

April 5, 1988. Johnson Plant Water Quality Sampling 3/30/88.
Description: Memo J. Purdy to L. Meade.
Document Indicates:

- Johnson Tail Ponds: Possible Seepage/hydrologic connection to Lamoille River
- Johnson:
  - Small stream from old portal - may have contaminants.
  - Surface stream runs across property - may pick up contaminants.
- Sampling at Johnson/Lamoille River
  - Stream ponds show presence of contaminants As, Hg, Fe, Mn, Ni, Thallivm, Antimony, Ca, Mg.

April 14, 1988. Vermont Talc Operations - Permit and Environmental Status
Description: Memo J. Purdy to L. Meade
Document Indicates:

- Johnson Plant:
  - No Act 250 applied (in 1988) for constructing thickener, settling pond modification.
  - No discharge permit for settling pond.
  - History of complaints - resulting in citations and discontinuance of agreement papers issued by Air Quality people.
- Windham: Indirect discharge may be required.
- Farr Property: Small pit close to wetlands. Pit opened without Act 250 permit. Adverse mineralization.

April 15, 1988. Vermont Due Diligence: Product Quality and Quality Control.
Description: A detailed analysis of the quality of crude ore and finished products by The Vermont Talc Company.
Document Indicates:

- Johnson:

REDACTED DOCUMENT

SCHEDULE 5.16

- Ponds and stream have elevated As.
- Possible seepage from stream banks below ponds.
- Direct hydraulic connection between small active settling pond and gravel drilled well.
- In place materials - have As and other metal contaminants - could leach to groundwater.

April 15, 1988. Vermont Talc Due Diligence.
Description: Memo E. H. Reade to R. J. Buettner.
Document Indicates:

- Fiber and As in ore and tailings of Vermont
- Tails at Johnson - created in 1982.
- Permit at Hamm appears defective in water discharge areas. Temporary Poll. Permit expired 9-1-86.
- Tailing Ponds at Johnson discharge directly into the flood plain through pond bottoms.
- Selective mining required in Vermont mines to avoid actinolite.
- Stockpiles have actinolite

March 31, 1989. Report on Johnson Mill Tailings Problems.
Description: Memo J. Brammer to R. Miller.
Document Indicates: Johnson, 3-30-89 Pond breach and overflow - seepage to Lamoille River. Back hauling tails to Troy mine - dump with OB and mine waste.

May 4, 1989. Review of Johnson Tailings.
Description: Memo D. Baker to R. J. Buettner.
Document Indicates:

- Johnson Tailing:
  - Weak diking.
  - Runoff from town to ponds.
  - Tailings dry out and create dust problems.

REDACTED DOCUMENT

SCHEDULE 5.16

October 5, 1988. Due Diligence of Windsor Minerals Quality Control Program.
Description: Memo to M. Cox from R.J. Zazenski.
Document Indicates:

- West Windsor Mill: ~~IPP~~ IBP (Isobutyl Paraben) Germicide solution sprayed on equipment during loading.

- Windsor Minerals: All pallets, truck trailers and shipping containers disinfected with hyamine quartz 2389 (quaternery ammonium biocide)

October 19, 1988. Due Diligence of Windsor Minerals by M.J. Keener, R.J. Piniazkiewicz, E.H. Reade, and R.L. Weeks.
Document Indicates:

- Hammondsville Mine: Amphiboles in hanging and foot walls.
- Rainbow Mine: Elevated levels of Amphiboles.
- Black Bear Mine: Amphiboles in ore and hanging wall.
- Argonaut Mine: Amphiboles in hanging wall.
- Clifton Mine: Amphiboles in chlorite schist in ore body and in hanging wall contact.
- Rainbow-Black Bear: New sediment pond required prior to 1991.
- Black Bear: Drainage review by state water resource staff.
- Ludlow Parcel: Need water budget analysis and drainage basin review for impact of intersecting high volume inflows.
- General: Need to test mine water discharges for heavy metals.
- Hammondsville: Protect settling ponds from surface runoff and occasional high influx of sediments.

October 14, 1988. Windsor Minerals Evaluation.
Description: Memo to E.H. Reade from M.J. Keener.
Document Indicates: Sediment pond servicing Rainbow and Black Bear Mine and pond servicing Clifton Mine may both need to be modified, with stormwater and NPDES permits potentially required.

REDACTED DOCUMENT

SCHEDULE 5.16

October 6, 1988. Trip Report of Western Source, Inc., Angels Camp, California on October 27-30, 1988.
Description: Memo to E.H. Reade, Jr. from R.L. Weeks with map attachments.
Document Indicates: Red Hill Mine: 1/2" pyrite crystals in talc schist.

October 17, 1988. Discharge Permits and Settling Ponds.
Description: Memo to Ernie Reade from Lance Meade with three attachments: tailings storage memo, map, and diagram of Hammondsville mine water discharge and surface settling ponds.
Document Indicates:

- Mine discharges may have heavy metals concentration possible in excess of limits.

- Concern expressed about how pending waste water legislation and indirect discharge permits might affect discharge points at Hammondsville, Ludlow, and West Windsor.

- Occasional excess of turbidity and total suspended solids at Hammondsville.

- Ludlow Site, Argonaut Pond #1 is leaky at toe of dike, (with orange bloom indicating Fe and possible As).

Environmental Compliance Assurance Certifications.
Description: See Below.

KR Mine, Angles Camp, CA	July 12, 1991
Red Hill Mine, Angles CA	July 12, 1991
Toyon Mill, San Andreas, CA	July 12, 1991
Beaverhead Mine	July 1, 1991
Alder Plant	July 1, 1991
Antler Mine	July 1, 1991
Three Forks MT Mill, CIM	July 11, 1991
Yellowstone Mine, CIM	June 30, 1991
Alpine Plant	June 30, 1991
Alpine Mine	June 30, 1991
Alpine Mine	August 7, 1990
Houston Barite/Talc Operation	June 30, 1990
Cartersville Barite Operation	June 30, 1990
Alpine Mill and Pilot Plant	August 7, 1990
Ludlow Mines	December 31, 1990
Troy Mine	December 31, 1990
Hamm Mine	December 31, 1990
Hammondsville Mine	December 31, 1990
Chester Mill	December 31, 1990

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SCHEDULE 5.16

Environmental Compliance Assurance Certifications (Cont'd).

Columbia Mill	December 31, 1990
West Windsor Mill	December 31, 1990
Ludlow Mines	August 30, 1990
Hamm Mine	August 30, 1990
Hammondsville Mine	August 30, 1990
West Windsor Mill	August 30, 1990
Chester Mill	August 30, 1990
Columbia Mill	August 30, 1990
Johnson Mill	August 30, 1990
Troy Mine	August 30, 1990
Three Forks Mill	August 15, 1990
Grand Island, NE Mill	August 15, 1990
Yellowstone Mine	June 30, 1990
Beaverhead Mine/Alder Plant	August 8, 1990
Antler Mine	August 8, 1990
Cyprus Western Source	August 8, 1990
Redhill Mine	August 8, 1990
Johnson Mill	December 31, 1990
Shipping Center & Columbia Mill, Ludlow, VT	December 31, 1991
Hamm Mine	December 31, 1991
Hammondsville Mine	December 31, 1991
Ludlow Mines	December 31, 1991
West Windsor Mill	December 31, 1991
Chester Mill	December 31, 1991
Troy Mine	December 31, 1991
Johnson Mill	December 31, 1991
Three Forks mill	December 31, 1991
Grand Island	December 31, 1991
San Andreas, CA	December 31, 1991
Yellowstone Mine	December 31, 1991
Alder Plant	December 31, 1991
Antler Mine	December 31, 1991
Beaverhead Mine	December 31, 1991
MP Claims	December 31, 1991
Alpine Plant & Pilot Plant	December 31, 1991
Alpine Mine	December 31, 1991
Houston, TX	December 31, 1991
Cartersville, GA	December 31, 1991

July 19, 1988. Dimta, S.A. Due Diligence.
Description: Memo to Beyl, Buettner, Kirchhoff (sic), Maguire, Maguire, Shotteman, Weeks, and Zazenski from E.H. Reade.
Document Indicates: Dimta

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SCHEDULE 5.16

- Annual Reports under Mining Permit detail environmental issues.

- Serpentine bodies present.

November 17, 1988. Underground Storage Tanks - CIM.
Description: Memo to R. Graybill and J.A. Sturgess from K.L. Phillips. Attached to memo is underground storage tank inventory for CIM operations.
Document Indicates:

- Underground storage tank inventory.

- Six tanks scheduled for removal or closure in 1989.

- Ga. tank status and options being reviewed.

October 30, 1989. TRC Environmental Facility Reports.
Description: Memo to E.P. Tiritas from Michael Toelle.
Document Indicates: Fugitive dust at Alder is a problem, with some complaints received. Small seep exists on upper pond dam at Beaverhead Mine.

April 18, 1991. Update on OSHA Stance Pertaining to Non-Asbestiform Tremolite.
Description: Memo to CIM Sales & Technical Sales Force from R.J. Zazenski with Federal Register attachments.
Document Indicates: OSHA standards for asbestos, tremolite, etc.

August 20, 1987. An Overview of the Asbestos Regulations and Their Impact on the U.S. Talc Industry by R.J. Zazenski.
Document Indicates: OSHA standards for asbestos, tremolite, etc.

September 16, 1991. New Talc Label/Quartz Issue.
Description: Memo to CIM Sales Force/Technical Sales from R.J. Zazenski with "universal" talc bag label attachment and July 8, 1991 letter to Mr. Kanu Shah from R.J. Zazenski.
Document Indicates: Quartz as carcinogen and required labeling.

September 30, 1991. Asbestiform Mineral Testing - Cyprus Talc Products.
Description: Letter to Jack Paterno, Synthetic Specialties from R. Zazenski with multiple attachments.
Document Indicates: Serpentine and amphibole minerals are commonly associated with talc.

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SCHEDULE 5.16

Cyprus Industrial Minerals Environmental Audit Program Facility Compliance Report prepared by TRC Environmental Consultants (See Attached Draft Audit Summary):

Antler Mine	August 23, 1989
Yellowstone Mine	August 23, 1989
Three Forks Mill	August 23, 1989
Grand Island Mill	No Date
Beaverhead Mine	August 23, 1989
Redhill Mine	August 23, 1989
Western Source Mill	August 23, 1989
Houston Mill	August 23, 1989
Alpine Facilities (includes Mill, Mine, & Pilot Plant)	September 12, 1989
Columbia Mill & Shipping Center	August 23, 1989
Ludlow Mines (includes Rainbow, Black Bear, Argonaut, Clifton, & Frostbite)	August 23, 1989
Hamm Mine	August 23, 1989
Troy Mine	August 23, 1989
Hammondsville Mine	August 23, 1989
Johnson Mill	October 19, 1989
Chester Mill	No Date
West Windsor Mill	August 23, 1989
Alder Tipple Mill	August 23, 1989
Executive Summary	November 1, 1989

Geomapping Associates LTD., Pittsford, Vermont. Various reports:

April, 1988. Johnson and Vermont locations: Various water quality sampling and discharge permit and environmental status reports.

September 1989. Discharge assessment and regulatory determination; Vermont location discharges: Johnson, Hamm, Rainbow/Black Bear, Troy, Hammondsville, West Windsor, Ludlow.

February and September 1991. Water Quality Evaluation - Toxic Substance Criteria; at Vermont locations: Argonaut, Rainbow/Black Bear, Hamm, Troy, West Windsor, Johnson.

August 1991. Wastewater Discharge System Assessment - West Windsor Mill.

These reports indicate levels of containments in Vermont discharges. Vermont background waters have had three rounds of tests for heavy metals, showing excess of standards at Argonaut Mine, Rainbow/Black Bear mines, Hamm Mine, Troy Mine and Johnson Mill. Rounds in 12/90, 1/91 and 5/91 showed the

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SCHEDULE 5.16

upstream minerals to be combinations of iron, nickel, arsenic or beryllium. Additionally, downstream samples picked up West Windsor with arsenic over the limit.

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SCHEDULE 5.23

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SCHEDULE 5.23

The following product inventories are overvalued on the Reference Balance Sheet and will need to be written down to net realizable value on the Preliminary Closing Statement:

Inventory Description	Location	Approximate Book Value on Reference Balance Sheet
Korean Crude	Alpine Mill	[redacted]
Troy Dirty Ore	Troy Mine	
Grade 42 Off Spec	Yellowstone	

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SCHEDULE 7.3

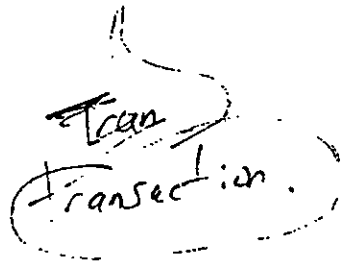
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SCHEDULE 7.3

Events which may be outside the normal course of business:

1. Seller has received an offer for the purchase of the South Plainfield, New Jersey facility. In the ordinary course of business Seller will attempt to consummate this deal.

2. Seller has agreed to pay, at Seller's expense, four key employees for remaining employees of the Seller up to the date of the closing of this Agreement.



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SCHEDULE 11.3

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SCHEDULE 11.3

ENVIRONMENTAL INFORMATION

Elevated levels of arsenic and other contaminant in the unlined tailings and water impoundments and water discharges in the Vermont operations.

Water discharges at all operations in Vermont and elsewhere are potentially subject to unpermitted/permitted and indirect/direct discharge status revision, and revised Federal or State water quality standards, criteria or other restrictions.

West Windsor. New limits/conditions may be required, as well as system revisions, and treatment technology, as a result of Vermont NPDES permit renewal, application scheduled for Fall/Winter, 1992.

West Windsor, Vermont - tailings spill into Mill Brook on 12/11/90 and 6/22/91.

Argonaut Mine, Vermont - Topsoil silted Soapstone Brook approximately May 9, 1991.

Johnson Mill, Vermont - Pond overflow and tailings spill into Lamoille River on November 20, 1991 and February 14, 1992.

Vermont operations' air quality emission permits. Vermont is setting-up a new fee and certification program for revenue generation using a 5 TPY trigger. For instance, West Windsor at 10.4 TPY will pay a generators' charge for 1991 that Columbia will miss, due to a volume 4.78 TPY reported, under EPA PM-10 in conjunction with the CAA. We normally expect an arsenic concentration in the fine particles of our emissions. Rough calculations of '91 stack volumes show West Windsor at 10.8 times the action level and Columbia at 13 times.

Act 250 Application/Amendment for Argonaut Mine and West Windsor tailings ponds are pending. There have not been and may not be approved.

Asbestos containing material located in buildings and structures. Buildings, structures, materials and construction done prior to 1974, when asbestos was banned from building materials usage, are likely to contain asbestos containing material (e.g., insulation, pipes, tile ceilings, flooring, tank insulation, etc.). If it is not being disturbed and not friable, it may be left in place with proper management

Companies' ordinary course of business operations included off-site transfers of wastes and materials to landfills and disposal sites not owned by Companies, done in accordance with the then applicable laws and regulation, but these landfills and disposal sites may require remedial action as result of the actions of the owners or operators.

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SCHEDULE 11.3

NPDES permit and water discharge quality at the Alpine, Georgia talc preparation plant, and zinc levels during times when zinc compounds are used as reagents in the plant.

Cyprus Mines Corp., Englewood, filed a group permit application 3/13/91, including twelve Vermont sites. AMC advises that EPA approval of the mineral mining applications is expected "shortly." Approval will be a mining industry-specific National Pollutant Discharge Elimination System (NPDES) permit for our stormwater run-off. The assumption is that Vermont Water Resources will oversee this program once it is in place.

January 27, 1988. Environmental Assessment of Vermont Talc.
Description: Memo to Key Phillips from D. L. Damrau.
Document Indicates:

- Johnson Preparation Plant: No permits, supposedly "grandfathered."
- Indirect Discharge Permit 9-0004 (Troy) expires 9-1-92.

April 11, 1988. Draft Due Diligence on Vermont Talc; final Due Diligence Checklist for Vermont Talc.
Description: Due Diligence reports written by R.J. Buettner, K.L. Phillips, E.H. Reade, and E.P. Tiritas.
Document Indicates:

- Chester Mill: Overall dust and noise problems including impact on neighbors.
- Johnson Mill:
  - Overall dust and noise problems including impact on neighbors.
  - Tailings: Pond designed to percolate water into ground, need berms on road; tailing water not analyzed, sampling required to determine tailing discharge to river.
- Hamm Mine: Concerns about lack of berms, drainage control.
- Chester Facility:
  - Waste disposal: Did <u>not</u> meet requirements for waste oil, rejects, mining waste and garbage in April, 1988.
- Johnson: Tailing ponds discharge directly into flood plain through pond bottoms.
- Hamm Mine: Will require selective mining to avoid actinolite and control Arsenic levels.

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SCHEDULE 11.3

- Chester Mill: Stockpile contains actinolite.
- Johnson: Stockpile estimated to contain 10% chlorite schist which contains actinolite.
- Hamm: Requires improved indirect discharge.
- Hamm Mine: April 7, 1988 discharge murky and needed to be fixed.

April 5, 1988. Johnson Plant Water Quality Sampling 3/30/88.
Description: Memo J. Purdy to L. Meade.
Document Indicates:

- Johnson Tail Ponds: Possible Seepage/hydrologic connection to Lamoille River
- Johnson:
  - Small stream from old portal - may have contaminants.
  - Surface stream runs across property - may pick up contaminants.
- Sampling at Johnson/Lamoille River
  - Stream ponds show presence of contaminants As, Hg, Fe, Mn, Ni, Thallivm, Antimony, Ca, Mg.

April 14, 1988. Vermont Talc Operations - Permit and Environmental Status
Description: Memo J. Purdy to L. Meade
Document Indicates:

- Johnson Plant:
  - No Act 250 applied (in 1988) for constructing thickener, settling pond modification.
  - No discharge permit for settling pond.
  - History of complaints - resulting in citations and discontinuance of agreement papers issued by Air Quality people.
- Windham: Indirect discharge may be required.
- Farr Property: Small pit close to wetlands. Pit opened without Act 250 permit. Adverse mineralization.

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SCHEDULE 11.3

April 15, 1988. Vermont Due Diligence: Product Quality and Quality Control.
Description: A detailed analysis of the quality of crude ore and finished products by The Vermont Talc Company.
Document Indicates:

- Johnson:
  - Ponds and stream have elevated As.
  - Possible seepage from stream banks below ponds.
  - Direct hydraulic connection between small active settling pond and gravel drilled well.
  - In place materials - have As and other metal contaminants - could leach to groundwater.

April 15, 1988. Vermont Talc Due Diligence.
Description: Memo E. H. Reade to R. J. Buettner.
Document Indicates:

- Fiber and As in ore and tailings of Vermont
- Permit at Hamm appears defective in water discharge areas. Temporary Poll. Permit expired 9-1-86.
- Tailing Ponds at Johnson discharge directly into the flood plain through pond bottoms.
- Selective mining required in Vermont mines to avoid actinolite.
- Stockpiles have actinolite

March 31, 1989. Report on Johnson Mill Tailings Problems.
Description: Memo J. Brammer to R. Miller.
Document Indicates: Johnson, 3-30-89 Pond breach and overflow - seepage to Lamoille River. Back hauling tails to Troy mine - dump with OB and mine waste.

October 5, 1988. Due Diligence of Windsor Minerals Quality Control Program.
Description: Memo to M. Cox from R.J. Zazenski.
Document Indicates:

- West Windsor Mill: IPP solution sprayed on equipment during loading.
- Windsor Minerals: All pallets, truck trailers and shipping containers disinfected

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SCHEDULE 11.3

with hyamine quartz 2389 (quaternery ammonium biocide)

October 19, 1988. Due Diligence of Windsor Minerals by M.J. Keener, R.J. Piniazkiewicz, E.H. Reade, and R.L. Weeks.
Document indicates:

- Hammondsville Mine: Amphiboles in hanging and foot walls.
- Rainbow Mine: Elevated levels of Amphiboles.
- Black Bear Mine: Amphiboles in ore and hanging wall.
- Argonaut Mine: Amphiboles in hanging wall.
- Clifton Mine: Amphiboles in chlorite schist in ore body and in hanging wall contact.
- General: Need to test mine water discharges for heavy metals.
- Hammondsville: Protect settling ponds from surface runoff and occasional high influx of sediments.

October 14, 1988. Windsor Minerals Evaluation.
Description: Memo to E.H. Reade from M.J. Keener.
Document indicates: Sediment pond servicing Rainbow and Black Bear Mine and pond servicing Clifton Mine may both need to be modified, with stormwater and NPDES permits potentially required.

October 6, 1988. Trip Report of Western Source, Inc., Angels Camp, California on October 27-30, 1988.
Description: Memo to E.H. Reade, Jr. from R.L. Weeks with map attachments.
Document Indicates: Red Hill Mine: 1/2" pyrite crystals in talc schist.

October 17, 1988. Discharge Permits and Settling Ponds.
Description: Memo to Ernie Reade from Lance Meade with three attachments: tailings storage memo, map, and diagram of Hammondsville mine water discharge and surface settling ponds.
Document Indicates:

- Mine discharges may have heavy metals concentration possible in excess of limits.

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- Concern expressed about how pending waste water legislation and indirect discharge permits might affect discharge points at Hammondsville, Ludlow, and West Windsor.

- Occasional excess of turbidity and total suspended solids at Hammondsville.

- Ludlow Site, Argonaut Pond #1 is leaky at toe of dike, (with orange bloom indicating Fe and possible As).

Cyprus Industrial Minerals Environmental Audit Program Facility Compliance Report prepared by TRC Environmental Consultants (See Attached Draft Audit Summary):

Geomapping Associates LTD., Pittsford, Vermont. Various reports: These reports indicate levels of containments in Vermont discharges. Vermont background waters have had three rounds of tests for heavy metals, showing excess of standards at Argonaut Mine, Rainbow/Black Bear mines, ~~Hamm Mine,~~ Troy Mine and Johnson Mill. Rounds in 12/90, 1/91 and 5/91 showed the upstream minerals to be combinations of iron, nickel, arsenic or beryllium. Additionally, downstream samples picked up West Windsor with arsenic over the limit.

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TRC

ENVIRONMENTAL AUDIT SUMMARY

Location	Concerns
Western Source	• Asbestos on boiler ~~• Dust control - packer~~ ~~• Change SIC code~~
Grand Island	• SPCC plan needed ~~• Change SIC code~~ ~~• Air permits on file & will~~ • PCB's in transformer
Three Forks	~~• UST's~~ • storage piles - dust ~~• SPCC plan - CAA~~ • Asbestos
Yellowstone	~~• UST's~~ • Mine reclamation • Fugitive dust - piles, conveyor, sorting, roads • NPDES permits - sediment ponds ~~• Asbestos mines reference - remove~~ ~~• Permits organized~~ • Air monitoring - fugitive
Alder	• Fugitive dust - piles, equipment • Old tailings, ponds clean up ~~• UST's~~ ~~• Montana power capacitors checked~~
Rochill Mine	• Reclamation plan not being followed • Runoff water impoundments required by reclamation plan have not been constructed - review • Annual report - reclamation plan has not been submitted as required • Air permit probably required for mine ~~• Water trucks probably needed~~ ~~• References to asbestos mines in area not relevant - removed~~ • Continuous miners - dust - environmental & employee exposure
Antler	• Fugitive dust • Asbestos mines in area - remove • Shop floor - oil contamination possibility - concrete considered ~~• Solid waste disposal practices reviewed~~ • Petroleum waste disposal
Environmental	

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Beaverhead

- Upstream sedimentation ponds have a large "seep"
- Ground water discharge - permit, testing required
- ~~Reference to asbestos mines in area removed~~

Houston

- ~~SPCC not required; however, a simple contingency plan should be drafted~~
- ~~EPC code established~~
- Clean up oil spillage, city water

Alpine

- Fugitive dust @ mine a possible problem - contractor water truck responsibility
- Fugitive dust from piles @ mill a potential problem
- SPCC plan for petroleum tank at mine required
- ~~EPC code clarification~~
- ~~Community right to know concerns @ mill need clarification - particularly reporting requirements of Sec. 313~~
- ~~Aldehyde power transformers tested~~

LV IN STE

Troy

- ~~Work demonstration on crusher (new source performance standard review)~~
- An SPCC plan may be necessary, depending on total volume of petroleum maintained on site
- ~~Possible further evaluation of dust valve~~
- ~~Solid waste disposal practice discussed with contractor~~
- ~~Oil waste disposal reviewed~~
- ~~EPC code to 1988~~
- ~~Well for spring possible ground sampling~~

Johnson

- ~~SPCC plan to address storage of petroleum products required~~
- Mill does not have a direct discharge (water) permit - mill and old mine presently impacting water quality of Lasalle River
- An indirect discharge permit is probably required for the ponds
- Hazardous waste is not being stored in accordance with the generator (state) requirements
- ~~Compliance with community right to know requirements (state) needs be clarified~~
- An RCRA (Resource Conservation Recovery Act) plan is required
- ~~Clarification is needed regarding air permits, source testing, etc.~~
- Use of above ground fuel storage tanks should be reviewed. Spillage cleaned up and containment structures (concrete) built.
- ~~Groundwater testing clarified~~

LV IN ST

~~Switchyard~~

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Johnson (cont'd)

- ~~Hazardous waste storage and disposal practices should be reviewed more completely~~
- Transformer owned by Morrisville Power is marked PCB contaminated. A leak could result in mill and product contamination and significant production loss
- ~~Change SIC code~~

Haws

S.16 only
NO

- Indirect discharge from sedimentation pond appears to be affecting water quality of a small tributary of the Saxton's River pond construction and indirect discharge require further study
- A temporary discharge (water) permit has expired
- Fugitive dust
- ~~Petroleum storage and disposal practices of contractor reviewed~~
- ~~Change SIC code~~
- Old quarry access and liability should be reviewed and corrective action taken

Chester

- ~~An SPCC plan is required to address storage, use of petroleum products~~ LV in STET
- Air permits and bag house/source testing needs further clarification. The bag houses may not have required permits
- ~~An RCRA contingency plan is required~~ LV In STET
- ~~Temporary pollution control permit changed to a storm water permit~~
- ~~Review CARA (state) requirements~~
- ~~PCB transformers in shop?? Transformers on pallet~~ LV IN OCI
- ~~SIC code~~
- Sagging area dust

4pc

Hammondsville Mine

- ~~SPCC~~ plan is required to address petroleum product storage
- An RCRA contingency plan is required
- ~~SIC code clarification~~

Ludlow Mines

- SPCC plan required
- RCRA plan required
- ~~SIC code clarification~~
- Rainbow/Black Bear setting pond registration possibility to avoid future problems

Columbia Shipping Center

- SPCC plan
- RCA contingency plan
- ~~Baghouse/source permit should be reviewed and clarified~~ LV in
- ~~Oil burning furnace~~
- ~~SIC code clarification~~
- ~~An asbs testing program should be conducted immediately after new equipment is installed~~

Evaluations

3

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West Windsor Mill

~~SPCC plan~~ LV IN STET
~~SPCC permits located and returned to file~~
- A discharge permit for the emergency pond should be acquired

~~EIC code clarification~~

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SCHEDULE 11.3A

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SCHEDULE 11.3A

Operating Sites

1. Montana

   a. Yellowstone Mine
   b. Beaverhead Mine
   c. Antler Mine
   d. Alder Wash Plant
   e. Three Forks Mill

2. Vermont

   a. Ludlow Mines
      - Ludlow Mine
      - Argonaut Mine
      - Rainbow Mine
      - Clifton Mine
      - Black Bear Mine
   b. Hamm Mine
   c. Troy Mine
   d. Colombia Mill
   e. Johnson Mill
   f. West Windsor Mill
   g. Chester Mill
   h. Hammondsville Mine

3. Nebraska

   a. Grand Island Mill

4. Texas

   a. Houston Mill

5. Alabama

   a. Alpine Mill and Mine
   b. Alpine Pilot Plant

6. California

   a. Red Hill Mine
   b. Toyon Mill

7. Belgium

   a. Ghent operations

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8. Spain

a. Malaga operations (Mines and Mill)
- Malaga Mill
- Por Fin Mine
- Tres Amigo Mine

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EUROPEAN STOCK PURCHASE AGREEMENT

BETWEEN

CYPRUS MINES CORPORATION

and

TALC DE LUZENAC S.A.

Dated as of June 5, 1992

REDACTED DOCUMENT

EUROPEAN STOCK PURCHASE AGREEMENT dated as of June 5, 1992 (herein referred to as the "Agreement") by and between Cyprus Mines Corporation, a Delaware Corporation ("Seller"), and Talc de Luzenac S.A., a company organized under the laws of France ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals de France SARL, a company organized under the laws of France ("CIMF") and Mistron Mineralien GmbH, a company organized under the laws of Germany (together with CIMF, referred to herein as the "Companies")

WHEREAS, Seller, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation ("RTZ") have entered into a Stock Purchase Agreement dated as of June 5, 1992 (the "Stock Purchase Agreement");

WHEREAS, upon the terms and conditions hereinafter set forth, Seller desires to sell or cause the sale of, and Buyer desires to purchase, all of the issued and outstanding shares of the Companies (the "Shares");

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, Buyer and Seller hereby agree as follows:

1. Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

2. Sale and Purchase. Upon the terms and subject to the conditions contained herein, Seller will sell and transfer to Buyer, or cause the sale and transfer to Buyer of, and Buyer will purchase and accept, at the Closing, the Shares.

3.1. Closing. The closing of the transactions provided for herein (the "European Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York simultaneously with the Closing under the Stock Purchase Agreement.

3.2. Transactions on the Closing Date. (a) At the European Closing, Seller will deliver or cause to be delivered to Buyer the following:

REDACTED DOCUMENT

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Buyer or its assigns, free and clear of any Encumbrances.

(ii) resignations of each of the directors and officers of each Company (except as Buyer may specify to Seller prior to Closing);

(iii) resignations of such auditors, if any, for each Company as Buyer may specify to Seller prior to Closing; and

(iv) each of the certificates and other documents required by Section 12 hereof.

(b) At the Closing, Buyer will deliver to Seller each of the certificates and other documents required by Section 11 hereof.

3.3. Termination. Anything contained in this Agreement other than in this Section 3.3 to the contrary notwithstanding, this Agreement may be terminated at any time prior to the European Closing:

(a) by mutual consent of Buyer and Seller; or

(b) if the Stock Purchase Agreement is terminated in accordance with its terms by either Buyer or Seller.

4. Representations and Warranties of Seller.

Seller represents and warrants to Buyer that:

(a) Seller, and each of the Companies is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with, in the case of Seller, the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. Each of the Companies is qualified to do business in each jurisdiction in which the nature of its business requires it to be so qualified, except where failure to be so qualified would not have a material adverse effect on the assets, business, financial conditions, results of operations or prospects of such Company. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller and

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constitutes the valid, binding and enforceable obligation of Seller.

(b) none of Seller or any of the Companies is subject to or bound by any provision of

(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction, or

(iv) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement to which any of the Companies or any of its predecessors is a party, which consent has not been obtained, required for the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby.

(c) All of the issued and outstanding shares of capital stock of each of the Companies are duly authorized, validly issued, fully paid and nonassessable. There are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of any of the Companies or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such additional shares, nor is any of the Companies committed to issue any such option, warrant, right or security. The Shares are owned of record and beneficially by Seller. Seller has good and valid title to the Shares, free and clear of any and all Encumbrances and good and valid title to the Shares, free and clear of any and all Encumbrances will pass to Buyer at the European Closing.

(d) To the Knowledge of Seller, except as disclosed in the Reference Balance Sheet as of March 31, 1992 there were no actual or contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Reference Balance Sheet or any note thereto by the Accounting Principles as applied by the

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Companies nor any contingent debts, liabilities or obligations of any of the Companies.

(e) To the Knowledge of Seller, since December 31, 1991, except as specifically required by the Agreement to consummate the transactions contemplated by the Agreement, the Companies have conducted their businesses in the ordinary and usual course, and there has not been (i) any change or amendment to the charter, by-laws or other organizational agreements of any of the Companies, (ii) any issuance or sale of any shares of capital stock of any the Companies, or options, warrants or other rights of any kind to acquire any such shares or securities convertible into or securities exchangeable for, or which otherwise confer on the holder thereof any rights to acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing, (iii) any non-cash dividends declared, set aside, paid or made with respect to the capital stock of any of the Companies, (iv) any damage, destruction or other casualty loss of any asset or assets of the Companies (whether or not covered by insurance) which, singly or in the aggregate, has a Material Adverse Effect, (v) any increase in the compensation payable or to become payable by any of the Companies to any of its officers, directors or employees, or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made by any of the Companies for or with any such officers, directors or employees, except in the ordinary course of business consistent with past practice, (vi) any labor dispute, other than routine labor matters, (vii) any transaction between any of the Companies on the one hand and any of Seller, or any of its Affiliates (other than the Companies) on the other hand, other than transactions in the ordinary and usual course of business, or (viii) any other event or change of condition of any character which, singly or in the aggregate, has had or is reasonably likely to have a Material Adverse Effect.

(f) To the Knowledge of Seller, there is no action, suit, proceeding or investigation pending or threatened against any Company at law, in equity or otherwise, in, before, or by any court or governmental agency or authority. To the Knowledge of Seller, there are no unsatisfied judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a court, an administrative agency or by an arbitrator) against any of the Companies.

(g) To the Knowledge of Seller, the business of each Company is being conducted, and has at all times during the last three years been conducted by a Company or its predecessor, in material compliance with all laws,

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ordinances and regulations of any governmental entity, common law and equitable doctrines applicable to such Company (including, without limitation, those relating to human health and safety). To the Knowledge of Seller, all material governmental approvals, permits and licenses required by any Company in connection with the conduct of its business have been obtained and are in full force and effect and are being complied with in all material respects.

(h) (i) all Returns with respect to Taxes that are required to have been filed prior to the date of this Agreement by or with respect to the Companies or any group of corporations that includes the Companies and files returns on a consolidated, combined, unitary or similar basis, have been duly filed, (ii) all Taxes shown to be due on the Returns referred to in clause (i) or in assessments received have in either case been paid in full, (iii) the Returns referred to in clause (i) have been examined by the appropriate taxing authority or the period for assessment of the Taxes in respect of which such Returns were required to be filed has expired, (iv) all deficiencies asserted or assessments made as a result of such examinations have been paid in full, (v) no issues that have been raised by the relevant taxing authority in connection with the examination of any of the Returns referred to in clause (i) are currently pending, (vi) no waivers of statutes of limitation have been given or requested by or with respect to any Taxes of the Companies or any group described in clause (i), (vii) there are no adjustments required by carryover items that would affect the income tax liability of the Companies for a tax year that ends after the Closing Date and (viii) no adjustments have been made or proposed by the appropriate taxing authority with respect to any of the Returns referred to in clause (i) which would in any way affect the liability for Taxes of any of the Companies for any taxable year ending after the Closing Date.

(i) The Companies have no liability under any benefit plan, contract or arrangement (regardless of whether they are funded or unfunded, foreign or domestic, contractual or not) covering current employees or former employees of the Companies, including, but not limited to, plans of deferred compensation, provided, however, that Seller does not make any representations or warranties hereunder regarding the funding of the Benefit Plans listed on Schedule 5.14 to the Stock Purchase Agreement that covers employees of the Companies.

(j) To the Knowledge of Seller all written information which has been given by Seller or any representative of Seller to Buyer or any representative of Buyer, is true, complete and accurate in all material

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respects and there are no facts, matters or circumstances which render any such information inaccurate or misleading in any material respect.

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Buyer is a company organized under the laws of France with the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, constitutes the valid, binding and enforceable obligation of Buyer.

(b) Buyer is not subject to or bound by any provision of

(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship, other restriction, or

(iv) any judgment, order, writ injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement which has not been obtained required for, the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby.

6. Access and Information. Seller shall permit Buyer and its representatives (including, without limitation, its public accountants, counsel and other advisors) after the date of this Agreement to have access during normal business hours, upon reasonable advance notice to Seller to the officers and directors of the Companies and/or the Seller (as appropriate), the auditors of the Companies and any and all of the premises, properties, contracts, books, records and data of or relating to each of

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the Companies. All information provided to Buyer pursuant hereto shall be subject to that certain confidentiality agreement executed by an affiliate of Buyer and dated April 24, 1991 (the "Confidentiality Agreement").

7. Conduct of Business; Intercompany Accounts. (a) Prior to the Closing Seller covenants and agrees that:

(i) it will cause the businesses conducted by the Companies to be operated only in the ordinary and usual course and use all reasonable efforts to preserve the properties and relationships with suppliers and customers of such businesses;

(ii) it will cause each Company not to issue or sell any shares of capital stock of such Company, or issue or sell any options, warrants or other rights of any kind to acquire any such shares or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing;

(iii) it will not, other than in the ordinary course of business, cause the transfer of any material assets or contracts, or hire, fire or transfer any key employees to or from any subsidiary, division or other business unit within or among the Companies;

(iv) it will cause each of the Companies not to change or amend its charter, by-laws or other organization agreements;

(v) it will cause the Companies not to acquire or to dispose of any property, right or other asset employed in the business of the Companies, other than in the ordinary course of business;

(vi) it will cause the Companies to keep in full force and effect insurance on assets and Real Property and other property of the Companies or for the benefit of employees of the Companies, liability and other casualty insurance related to the Companies, and bonds on personnel of the Companies in accordance with the past practices of the Companies, and it will ensure that all proceeds received under such insurances will remain assets of the Companies at the Closing;

(vii) it will cause the Companies not to enter into or to amend any employment, bonus, severance

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or retirement contract or arrangement or any employee benefit plan with regard to the Companies;

(viii) it will cause the Companies not to increase any salary or other form of compensation payable or to become payable to any of the executives or employees of the Companies, or to pay any bonuses to any of such executives or employees, except for payments or increases made in the ordinary course and for such payments to be made pursuant to the bonus or profit sharing provisions of the employment agreements listed on Schedule 4.14 of the Stock Purchase Agreement;

(ix) it will cause the Companies not to enter into, make, agree upon or to agree to enter into (A) other than in the ordinary course, any contract, purchase or sale order, or other commitment, or (B) any real property lease requiring an expenditure or payment in excess of [redacted] per annum or which cannot be terminated by the relevant Company within a period not exceeding 12 months;

(x) it will cause the Companies not to incur any debt or obligation for borrowed funds and not to extend credit in the sale of products, collection of receivables or otherwise, other than in the ordinary and regular course of business;

(xi) it will cause the Companies not to take any action and not to cause any action to be taken by any party, which action would materially and adversely affect the businesses of any of the Companies. It will not permit any Company to fail to exercise any option to extend or exercise any option to terminate any Lease between the date hereof and the Closing without Buyer's prior written consent as to each such non-extension or termination of any Lease, or amend or modify any such Lease except in the ordinary course;

(xii) it will not permit any of the Companies to wind up, liquidate or dissolve or to enter into any transaction of merger or consolidation; and

(xiii) it will not, and it will not permit any of the Companies to, agree to take any of the foregoing actions.

(b) Seller and Buyer agree that all intercompany accounts between Seller or any Affiliate of Seller (other than a Company) and any Company shall be settled with payment effective prior to the European

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Closing, and to the extent such settlement is not feasible at or prior to the European Closing, shall be settled as soon as practicable after the European Closing, and such settlement shall be effective as of prior to the Closing.

8. Books and Records. Except for tax records covered by Section 7.6(f), Buyer will, and will cause each Company to, for a period of six years after the Closing, retain all books, records and other documents pertaining to the businesses of the Companies in existence on the Closing Date and to make the same available after the Closing Date for inspection and copying by Seller or any Affiliate of Seller at Seller's expense during the normal business hours of Buyer or such Company, as applicable, upon reasonable request and upon reasonable notice. Without limiting the generality of the foregoing, Buyer will, and will cause each Company to, make available to Seller, the Affiliates of Seller and their respective representatives all information deemed necessary or desirable by Seller or such Affiliates in preparing their respective financial statements and Tax returns and conducting any audits in connection therewith.

9. Announcements. Prior to the Closing, neither Seller nor Buyer will issue any press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other (which consent shall not be unreasonably withheld), except as may be required by applicable law or stock exchange.

10. Best Efforts. Subject to the terms and conditions herein provided, each of Buyer and Seller agree to use their respective best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

11. Condition Precedent of Seller. The obligation of Seller to consummate the transactions described in Section 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the European Closing:

(a) The representations and warranties of Buyer made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date.

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(b) Buyer shall have performed and complied in all material respects with all its undertakings and agreements required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

(c) Seller shall have been furnished with certificates of an authorized officer of Buyer, dated the Closing Date, certifying to the effect that the conditions contained in Sections 11(a) and (b) have been fulfilled.

(d) No injunction, restraining order or decree of any nature of any court or governmental or regulatory authority shall exist against Buyer, Seller, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

(e) All material consents, approvals and authorizations of governmental and regulatory authorities, and all material filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected.

(f) Seller shall have received such evidence as Seller may reasonably request in order to establish (i) the power and authority of Buyer to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of European Closing set forth herein.

(g) The Closing contemplated by the Stock Purchase Agreement shall take place simultaneously with the European Closing contemplated hereby.

12. Conditions Precedent of Buyer. The obligation of Buyer to consummate the transactions described in Section 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the European Closing:

(a) The representations and warranties of Seller made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such

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representation or warranty shall be true in all material respects as of such date; provided that Buyer may not invoke this Section 12(a), unless the untruthfulness of the representations and warranties in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business of the Companies as a whole.

(b) Seller shall have performed and complied in all material respects with all of its undertakings and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing; provided that Buyer may not invoke this Section 12(b), unless the non-compliance, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

(c) Buyer shall have been furnished with a certificate of an authorized officer of Seller, dated the Closing Date, certifying to the effect that the conditions contained in Sections 12(a) and (b) have been fulfilled.

(d) No injunction, restraining order or decree of any court or governmental or regulatory authority shall exist against Buyer, Seller, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

(e) All material consents, approvals and authorizations of governmental and regulatory authorities, and all filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected; provided that Buyer may not invoke this Section 12(e) unless the failure to obtain or effect such consents, approvals and authorizations, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

(f) Buyer shall have received such evidence as Buyer may reasonably request in order to establish (i) the power and authority of Seller to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of European Closing set forth herein.

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(g) The Closing contemplated by the Stock Purchase Agreement shall take place simultaneously with the European Closing contemplated hereby.

13. Survival of Representations and Warranties.

(a) Except as specified in Section 13(b) below, all representations and warranties of Seller included or provided for herein or in any certificate or other document delivered pursuant to this Agreement shall survive for a period of twelve (12) months after the European Closing and shall thereafter expire except with respect to breaches and violations theretofore specified to Seller by Buyer, the Companies or their successors.

(b) The representations and warranties contained in Sections 4(a), (c) and (h) of this Agreement shall survive the Closing Date until the expiration of the limitation period under the applicable statutes of limitations (or any extensions thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified to Seller by Buyer, the Companies or their successors.

14. Indemnification of Buyer and its Affiliates. Subject to Section 16, Seller agrees to defend, indemnify and hold harmless Buyer, its Affiliates and its successors and assigns (individually, a "Buyer Indemnitee", and collectively, the "Buyer Indemnitees") against and in respect of:

(a) any and all Damages caused by, resulting or arising from or otherwise relating to (i) any failure by Seller to perform or otherwise fulfill or comply with any provision of this Agreement; or (ii) any Breach of any representation or warranty of Seller hereunder;

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

15. Indemnification of Seller and Its Affiliates. Subject to Section 16, Buyer agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates, and their respective successors and assigns (individually, a "Seller Indemnitee", and collectively, the "Seller Indemnities") against and in respect of:

(a) any and all Damages caused by, resulting or arising from or otherwise relating to (i) any failure

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by Buyer to perform or otherwise fulfill or comply with any provision of this Agreement, or (ii) any Breach of any representation or warranty of Buyer hereunder;

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

16. Limitations on Indemnifications. The provisions for indemnity under Sections 14 and 15 shall be effective only when the aggregate amount of all claims for which Seller or Buyer is liable under Sections 14 or 15 (added together with all claims under the Stock Purchase Agreement), respectively, exceeds [redacted], in which case such party shall be liable for all such amounts; provided, however, that in no event shall either Buyer or Seller be liable for more than an amount in the aggregate equal to [redacted] for all claims made against it under Sections 14 or 15 (added together with all claims under the Stock Purchase Agreement), respectively; provided, further, however, that no claim for any single item may be made under Sections 14 or 15, respectively, if the amount of such claim is less than [redacted].

17. Claims. Any claim for indemnity under Section 14 and 15 hereof shall be made by written notice from the Indemnitee to the Indemnifying Party specifying in reasonable detail the basis of the claim. Except as otherwise provided herein, when an Indemnitee seeking indemnification under Section 14 or 15 receives notice of any claims made by third parties ("Third Party Claims") which is to be the basis for a claim for indemnification hereunder, the Indemnitee shall give prompt written notice thereof to the Indemnifying Party reasonably indicating (to the extent known) the nature of such claims and the basis thereof. Upon notice from the Indemnitee, the Indemnifying Party may, but shall not be required to, assume the defense of any such Third Party Claims, including its compromise or settlement, and the Indemnifying Party shall pay all reasonable costs and expenses thereof and shall be fully responsible for the outcome thereof; provided, however, that in such case, the Indemnifying Party shall have no obligation to pay any further costs or expense of legal counsel of the Indemnitee in connection with such defense and, provided, further, that the Indemnifying Party may not settle or compromise any Third Party Claims without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld). The Indemnifying Party shall give notice to the Indemnitee as to its intention to assume the defense of any such Third Party Claims within twenty (20) business days after the date of receipt of the

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Indemnitee's notice in respect of such Third Party Claims. If an Indemnifying Party does not, within twenty (20) business days after the Indemnitee's notice is given, give notice to the Indemnitee of its assumption of the defense of the Third Party Claims, the Indemnifying Party shall be deemed to have waived its rights to control the defense thereof. If the Indemnitee assumes the defense of any Third Party Claims because of the failure of the Indemnifying Party to do so in accordance with this Section 17 the Indemnifying Party shall pay all reasonable costs and expenses of such defense and shall be fully responsible for the outcome thereof. The Indemnifying Party shall have no liability with respect to any compromise or settlement thereof effected without its prior written consent (which consent shall not be unreasonably withheld).

18. Further Assurances. From time to time after the European Closing, Seller will execute and deliver, or cause to be executed and delivered, such documents to Buyer as Buyer shall reasonably request in order to vest more effectively in Buyer good title to the Shares or otherwise consummate more effectively the transactions contemplated by this Agreement, and from time to time after the Closing, Buyer will execute and deliver, or cause to be executed and delivered, such documents to Seller as Seller shall reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

19. Expenses. Each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts and shall pay all other expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby.

20. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

21. Notices. All notices, requests, permissions, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of any corporation the signature shall be by an officer thereof) and delivered by hand, or by United States mail (registered, return receipt requested), properly addressed and postage prepaid:

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If to Seller, to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: Chief Executive Officer

with a copy to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: General Counsel

If to Buyer, to:

Talc de Luzenac S.A.
c/o Borax Consolidated Limited
Borax House
Carlisle Place
London
SW1P 1HT

Attention: Mr. F. Alan S. Lesser

RTZ Corporation PLC
6 St. James's Square
London SW1Y 4LD

Attention: Charles H.H. Lawton Esq.

Sullivan & Cromwell
St Olave's House
9a Ironmonger Lane
London EC2V 8EY

Attention: David M. Kies, Esq.

Such names and addresses may be changed by such notice.

22. Entire Agreement. This Agreement, the Stock Purchase Agreement and the Confidentiality Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.

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23. Amendments. This Agreement may be amended only by a written instrument executed by the parties or their respective successors or assigns.

24. Headings; References. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references herein to "Sections" shall be deemed to be references to Sections hereof unless otherwise indicated.

25. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

26. Parties in Interest; Assignment. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. No party to this Agreement may assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this Agreement; provided, however, that Seller shall have the right to assign or delegate any portion of its rights, obligations or liabilities hereunder to any Affiliate of Seller, so long as Seller shall remain fully liable for the fulfillment of all of its obligations and liabilities hereunder; and provided, further, that Buyer shall have the right to assign or delegate any or all of its rights, obligations or liabilities hereunder to any Affiliate of Buyer, so long as Buyer shall remain fully liable for the fulfillment of all of its obligations hereunder.

27. Severability; Enforcement. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

28. Jurisdiction. Buyer and Seller hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, The City of New York, for any actions, suits, or proceedings arising out of or relating to this

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Agreement and the transactions contemplated hereby (and Buyer and Seller agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process of any action, suit or proceeding brought against it in any such court. Buyer and Seller hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such state or federal courts as aforesaid and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

29. Waiver. Any of the conditions to the European Closing set forth in this Agreement may be waived at any time prior to or at the European Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provisions. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach of non-compliance.

30. Interest. If any party to this Agreement defaults in the payment when due of any sum payable under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise), the liability of such party shall be increased to include interest on such sum from the date when such payment shall be due until the date of actual payment at a rate per annum (but not in excess of the maximum lawful rate) of three percent above the rate for three-month deposits in the London interbank market in the currency of payment, as announced by Citibank N.A. as of 11:00 A.M., London time, on the date when such payment shall be due.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By _____
Name:
Title: Senior Vice President

TALC DE LUZENAC S.A.

By _____
Name:
Title: Director

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AMENDMENT TO EUROPEAN STOCK PURCHASE AGREEMENT

AMENDMENT dated as of June 30, 1992, to the EUROPEAN STOCK PURCHASE AGREEMENT dated June 5, 1992 by and between Cyprus Mines Corporation, a Delaware corporation ("Seller") and Talc de Luzenac S.A., a company organized under the laws of France ("Buyer").

WHEREAS, on June 5, the parties entered into the European Stock Purchase Agreement (the "Agreement");

WHEREAS, the parties desire to make certain conforming changes to the Agreement to confirm the intent of the parties;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Agreement, the parties hereby agree as follows:

1. The Agreement is hereby amended to insert and delete specified words and phrases as follows:

(a) On page 1, first WHEREAS clause, line 4, insert "through its wholly owned subsidiary Cyprus Industrial Minerals Corporation, a Delaware corporation ("Cyprus") is the beneficial owner of all outstanding shares of capital stock of" after "and".

(b) On page 1, first WHEREAS clause, line 6, insert "Mineralien", and", before "together".

(c) On page 1, third WHEREAS clause, line 4, delete "the Companies" and insert "CIMF", after "of".

(d) On page 3, at the end of Section 4(c), insert "The shares of Mineralien are owned of record and beneficially by Cyprus. Cyprus has good and valid title to the shares of Mineralien, free and clear of any Encumbrances.

2. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have duly executed this amendment to the Agreement on the day and year first above written.

CYPRUS MINES CORPORATION

By: _____

TALC DE LUZENAC S.A.

By: _____

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SCHEDULE 5.3

CIMC FRANCE

The outstanding capital stock of Cyprus Industrial Minerals de France of [redacted] is fully paid and entirely owned by Cyprus Mines Corporation.

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SCHEDULE 5.3

MISTRON MINERALIEN GMBH

Capital outstanding: [redacted]

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SCHEDULE 5.5

MISTRON MINERALIEN GMBH

The 1991 Financial Statements of Mistron Mineralien Gmbh have not yet been prepared.

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SCHEDULE 5.6

MISTRON MINERALIEN GMBH

Changes and events since December 31, 1990:

1) Salary increase effective April 1, 1991 of 5.1% (in the case of one employee: 6.2%)
2) Enactment of Pension Plan effective March 1, 1991 (see Schedule 5.14)

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SCHEDULE 5.11

MISTRON MINERALIEN GMBH

(a) (iv) Employment Agreements between Mistron Mineralien Gmbh and:

- Mr. Herman A. O. Priester, dated July 1, 1984;
- Mr. Achim Brauch, dated March 25, 1988;
- Mr. Michael Kuhn, dated July 15, 1988;
- Ms. Annemarie Ochner, dated November 17, 1986; and
- Ms. Roswitha Arz, dated July 1, 1991.

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SCHEDULE 5.14

MilSTRON MINERALIEN GMBH

Pension Plan for all employees of the company as of March 1, 1991, under an insurance policy with Victoria Versicherung, AG, dated January 1, 1991.

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AGREEMENT OF TRANSFER AND ASSUMPTION

AGREEMENT OF TRANSFER AND ASSUMPTION made this 5th day of June, 1992 by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS Cyprus wishes to sell and transfer to Newco, and Newco desires to acquire from Cyprus, all of the "Transferred Assets" (as defined below); and

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation, have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement").

NOW THEREFORE, in consideration of the mutual covenants herein set forth:

1. Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

2. Purchase and Sale. Cyprus, in accordance with and subject to the terms and conditions of this Agreement of Transfer and Assumption, agrees to sell, assign, transfer, convey and deliver to Newco, and Newco agrees to purchase, accept, acquire and take delivery of the Transferred Assets, all for the consideration specified in Section 8.(b)(ii), as they exist at the Newco Closing (as defined below), in each case free and clear of any Encumbrances except Permitted Exceptions. For purposes of this Agreement of Transfer and Assumption, the "Transferred Assets" shall mean all of Cyprus' right, title and interest in and to the assets, properties, rights and businesses of every type and description used primarily in or relating primarily to Cyprus' talc business (the "Talc Business"), whether real, personal or mixed, tangible or intangible, whether currently in use or idle, fixed or unfixed, accrued, absolute, contingent or otherwise, wherever located and including, without limitation, all of the right, title and interest of Cyprus in the assets listed in paragraphs (a) through (l) below (but excluding the assets described in Section 3).

(a) Cyprus' record and beneficial ownership of all of the issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation and its subsidiary Cyprus Western Source Corporation, a California

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corporation; and Green Mountain Talc Corporation, a Delaware corporation; and Cyprus' record and beneficial ownership of [redacted] of the issued and outstanding shares of capital stock of DIMTA SA, a company organized under the laws of Spain, and Cyprus' record and beneficial ownership of [redacted] of the issued and outstanding shares of capital stock of Nihon Mistron Company, Ltd., a Tokyo, Japan corporation (collectively, the "Shares");

(b) the real property and mineral rights of the Talc Business and the records thereof;

(c) All current assets, including without limitation, all cash and, to the extent that the same may exist, all certificates of deposit, accounts receivable, claims, prepaid expenses, deferred charges, advances and deposits;

(d) All talc inventories of finished products, work-in-progress and raw materials of the Talc Business;

(e) All talc facilities and equipment of the Talc Business;

(f) All business machines, furniture and fixtures, supplies, office equipment, vehicles and other tangible personal property used primarily in or relating primarily to the Talc Business;

(g) All trademarks and other marks and, to the extent that the same may exist, all inventions, patents and any copyrights, and registrations thereof, all applications for any of the foregoing and all trade names;

(h) All right, title and interest in, to and under all contracts, agreements, leases, licenses, permits, orders, commitments of understandings to which Cyprus is a party or entitled to any right or interest;

(i) All trade secrets, processes, specifications, designs, drawings and technology which relate primarily to the Talc Business;

(j) All contracts, books, records and other data relating primarily to the Talc Business;

(k) All causes of action and claims of any kind of Cyprus against any other party related primarily to the Talc Business; and

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(l) All other assets and rights of the Talc Business as a going concern.

3. Excluded Assets. Notwithstanding any provision of this Agreement of Transfer and Assumption to the contrary, the properties and assets (the "Excluded Assets") described in the attached Exhibit A, which by this reference is incorporated herein, shall be excepted herefrom and reserved to and retained by Cyprus.

4. Assumed Liabilities. Subject to the terms and conditions of this Agreement, in connection with its purchase of the Transferred Assets at the Newco Closing, Newco shall assume and shall perform, pay and discharge all of the liabilities or obligations, whether known, unknown, contingent or otherwise primarily relating to the Transferred Assets, including, without limitations, liabilities and obligations, whether known, unknown, contingent or otherwise arising out of transactions or events occurring on or prior to the Closing and relating primarily to the Transferred Assets (the "Assumed Liabilities").

5. Excluded Liabilities. Notwithstanding any provision of this Agreement of Transfer and Assumption to the contrary, Newco shall not be responsible for and shall not assume any of the following liabilities or obligations, whether known, unknown, contingent or otherwise (the "Excluded Liabilities") which are hereby expressly excluded from the definition of Assumed Liabilities: (i) any liabilities or obligations arising out of or relating to the Excluded Assets, (ii) any liabilities or obligations arising out of the Montana net proceeds tax liability, (iii) any liabilities arising out of or relating to properties disposed of by the Talc Business prior to the Newco Closing, and (iv) any liabilities or obligations (including costs and expenses associated therewith) arising from any litigation arising out of or relating to the operation of the businesses of the Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date.

6. Non-Assignable Contracts. Nothing herein shall be deemed to constitute an assignment or an attempt to assign any contract, agreement, lease, license, permit, order, or commitment or understanding to which Cyprus is a party if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or affect in any way the rights of Cyprus thereunder and such consent has not been given; but Cyprus will cooperate with Newco in any reasonable arrangement designed

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to provide for Newco the benefits under any such contract or agreement including, without limitation, the enforcement, for the benefit of Newco, of any and all rights of Cyprus against such other party or parties thereto arising out of any breach or cancellation thereof by such other party or parties or otherwise.

7. Closing. The closing of the transactions provided for herein (the "Newco Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York, immediately prior to the Closing provided for in the Stock Purchase Agreement.

8. Transactions at the Newco Closing. (a) At the Newco Closing, Cyprus will deliver to Newco the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Newco or its assigns, free and clear of any Encumbrances;

(ii) such deeds, bills of sale, endorsements, certificates, instruments of assignment and such other instruments of conveyance and transfer reasonably satisfactory in form and substance to vest in Newco good and marketable title to the Transferred Assets, in each case, free and clear of any Encumbrances other than Permitted Exceptions;

(iii) such instrument of retention reasonably satisfactory in form and substance as shall be necessary for Cyprus to retain the Excluded Liabilities.

(b) At the Newco Closing, Newco will deliver to Cyprus the following:

(i) such instruments of assumption reasonably satisfactory in form and substance to Cyprus as shall be necessary for Newco to assume all of the Assumed Liabilities;

(ii) Stock certificates evidencing all shares of Common Stock of Newco.

9. Representations and Warranties of Cyprus. Cyprus hereby represents and warrants to Newco that it has good and marketable title or possessory rights to all of the Transferred Assets and that at the Newco Closing, good and

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marketable title or possessory rights to all of the Transferred Assets, free and clear of any Encumbrances other than Permitted Exceptions, will be transferred to Newco.

10. Attorney-in-Fact. Cyprus hereby makes, constitutes and appoints Newco the true and lawful attorney-in-fact of Cyprus, with full power of substitution, in the name and stead of Cyprus, but on behalf and for the benefit of Newco, to demand and receive any and all of the Transferred Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time institute, prosecute, appear in, defend and appeal in the name of Cyprus, or otherwise, at the expense and for the benefit of Newco, any and all actions, suits and proceedings at law, in equity or otherwise, which Newco may deem proper in order to collect or reduce to possession any of the Transferred Assets, or enforce any claim or right of any kind hereby conveyed or assigned and transferred, or to resist or defend against any claim, or assertion relating to an Assumed Liability and to do all acts and things in relation to the Transferred Assets or the Assumed Liabilities which Newco shall deem desirable.

11. Mail. Cyprus further authorizes Newco, its successors and assigns, to receive and open all mail, telegrams and other communications, and all express and other packages addressed to Cyprus under the name of "Cyprus Industrial Minerals Company" and to retain such of the same as relate to the Transferred Assets and Newco hereby agrees to forward to Cyprus with reasonable dispatch all other mail, telegrams, communications, express and other packages addressed to Cyprus. The foregoing shall constitute a full authorization to the postal authorities, all telegraph and express companies, and all other persons to make delivery of such items to Newco, its successors and assigns.

12. Further Assurance. Upon written request of Newco, Cyprus shall from time to time execute and deliver to Newco, without further consideration, such other and further instruments of conveyance, assignment and transfer as Newco may reasonably request for the more effective conveyance, assignment and transfer to Newco of any of the Transferred Assets.

13. Indemnification. (a) Cyprus shall indemnify and hold Newco harmless from and against all Damages caused by, resulting or arising from (i) any Breach of the representations or warranties of Cyprus set forth in Section 9 hereof, or (ii) the Excluded Liabilities.

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(b) Newco shall indemnify and hold Cyprus harmless from and against all expenses, including reasonable legal expenses, incurred by Cyprus in any litigation against Newco in which Newco is found to have breached any of its obligations under this Agreement.

14. Miscellaneous. This Agreement of Transfer and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance. This Agreement of Transfer and Assumption contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondences, undertakings and communications of the parties, oral or written, respecting such subject matter. This Agreement may be amended only by a written instrument executed by the parties. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement of Transfer and Assumption on the day and year first above written.

CYPRUS TALC CORPORATION

By: _____

CYPRUS MINES CORPORATION

By: _____

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EXHIBIT A

Excluded Assets

1. The Hamm Underground Mine Property

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AMENDMENT TO AGREEMENT OF TRANSFER AND ASSUMPTION

AMENDMENT DATED AS OF JUNE 24, 1992, TO AGREEMENT OF TRANSFER AND ASSUMPTION DATED JUNE 5, 1992, by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS, on June 5, 1992, the parties entered into an Agreement of Transfer and Assumption (the "Transfer Agreement");

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation ("RTZ"), have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement");

WHEREAS, with the recognition and acknowledgement of RTZ, the parties desire to make certain conforming changes to the Transfer Agreement to confirm the intent of the parties;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Transfer Agreement:

1. The Transfer Agreement is hereby amended on page 3, Section 5, line 14, by deleting "litigation" after "any" and by inserting "third party claims (other than employee claims for which RTZ, referred to as "Buyer" in the Stock Purchase Agreement, is responsible under Section 7.4 of the Stock Purchase Agreement)" after "any".

2. The Transfer Agreement is hereby amended on page 4, Section 7, line 5, by inserting "and shall be effective immediately prior to the close of business on the Closing Date" after "Agreement".

3. The Transfer Agreement is hereby amended on page 4, Section 8(a)(ii), by deleting the last three lines of the section and inserting in lieu thereof "all right, title and interest of Cyprus in the Transferred Assets;" after "Newco".

4. Section 9 of the Transfer Agreement is hereby amended by deleting the existing Section 9 and inserting in lieu thereof the following:

" 9. Representations and Warranties of Cyprus.

(a) Cyprus hereby represents and warrants to Newco that it has good and marketable title to the Shares and that at the Newco Closing, good and marketable title to the

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Shares, free and clear of any Encumbrances will be transferred to Newco.

(b) Cyprus hereby represents and warrants to Newco that, to the "Knowledge of Cyprus" (as such term is defined with respect to Seller in the Stock Purchase Agreement), it has good and marketable title or possessory rights to all of the Transferred Assets (other than the Shares covered in (a) above) and that at the Newco Closing, good and marketable title or possessory rights to all such Transferred Assets, free and clear of any Encumbrances other than those described in Section 5.8 or in Schedule 5.8 of the Stock Purchase Agreement, will be transferred to Newco.

(c) The representations and warranties contained in Section 9(a) hereof shall survive the Newco Closing until the expiration of the limitation period under the applicable statutes of limitations (or any extension thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified in writing to Cyprus by Newco, RTZ or their successors. The representations and warranties contained in Section 9(b) hereof shall survive for a period of one year after the Newco Closing and shall thereafter expire except with respect to breaches and violations theretofore specified in writing to Cyprus by Newco, RTZ or their successors."

5. The Transfer Agreement is hereby amended on page 5, Section 13(a), line 5, by inserting ", provided, however, that with respect to claims made pursuant to (i) of this Section 13(a), the limitations set forth in Section 11.4 of the Stock Purchase Agreement shall apply to all such claims and, in applying such limitations, such claims shall be added to all other claims made against Cyprus (referred to as "Seller" in the Stock Purchase Agreement) or Cyprus Minerals Company pursuant to Section 11.4 of the Stock Purchase Agreement" after "Liabilities".

6. The Transfer Agreement is hereby amended on page 6 by renumbering Section 14 to become Section 15 and inserting a new Section 14 as follows:

" 14. Taxes. Cyprus shall be liable for all transfer, sales, use or other similar taxes arising under any state, local or foreign law from the sale and transfer of the Transferred Assets to Newco."

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7. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement of Transfer and Assumption on the day and year first above written.

CYPRUS TALC CORPORATION

By: _____
G.J. Malys, Senior Vice President

CYPRUS MINES CORPORATION

By: _____
P.C. Wolf, President

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SECOND AMENDMENT TO AGREEMENT OF TRANSFER AND ASSUMPTION

SECOND AMENDMENT DATED AS OF JUNE 30, 1992, TO AGREEMENT OF TRANSFER AND ASSUMPTION DATED JUNE 5, 1992, by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS, on June 5, 1992, the parties entered into an Agreement of Transfer and Assumption (the "Transfer Agreement") and thereafter entered into an Amendment to the Transfer Agreement;

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation ("RTZ"), have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement") and thereafter entered into an Amendment to the Stock Purchase Agreement;

WHEREAS, with the recognition and acknowledgement of RTZ, the parties desire to make certain conforming changes to the Transfer Agreement to confirm the intent of the parties;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Transfer Agreement:

1. The Transfer Agreement as amended is hereby amended on page 3, Section 5, line 14, by deleting "third party claims (other than employee claims for which RTZ, referred to as "Buyer" in the Stock Purchase Agreement, is responsible under Section 7.4 of the Stock Purchase Agreement)" after "any" and by inserting "third party claims (other than third party claims for which and to the extent that Cyprus and Cyprus Minerals Company are not liable to any Buyer Indemnitee under the Stock Purchase Agreement)" after "any".

2. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have duly executed this Second Amendment to the Agreement of Transfer and Assumption on the day and year first above written.

Approved by:

RTZ AMERICA INC.

By: _____
President

CYPRUS TALC CORPORATION

By: _____
Senior Vice President

CYPRUS MINES CORPORATION

By: _____
President

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BILL OF SALE AND ASSIGNMENT

THIS IS A BILL OF SALE AND ASSIGNMENT executed this 30th day of June, 1992, by Cyprus Mines Corporation, a Delaware corporation ("Seller"), pursuant to Section 8(a)(ii) of the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended (the "Agreement"), by and between Seller and Cyprus Talc Corporation, a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein have the same meaning ascribed to them in the Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of Seller's right, title, and interest in and to all of the Transferred Assets.

To the extent that any provision of this Bill of Sale and Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed by its duly authorized officer as of the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: _____

Name: P. C. Wolf
Title: President

REDACTED DOCUMENT

REDACTED DOCUMENT

ASSIGNMENT OF TRADEMARKS AND TRADENAMES

THIS IS AN ASSIGNMENT OF TRADEMARKS AND TRADENAMES executed this 30th day of June, 1992 by Cyprus Mines Corporation, a Delaware corporation ("Seller"), pursuant to Section 8(a)(ii) of the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended (the "Agreement"), by and between Seller and Cyprus Talc Corporation, a Delaware corporation ("Buyer").

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of its legal or beneficial right, title and interest in and to all trademarks, trademark applications, service marks and tradenames, including all goodwill associated therewith, that are specified on Exhibit A hereto, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

To the extent any provision of this Assignment of Trademarks and Tradenames is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks and Tradenames to be executed by its duly authorized officer as of the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: _____
Name: P. C. Wolf
Title: President

REDACTED DOCUMENT

TRADEMARKS

Cyprus Party	Trademark	Country/Number	Date Granted
Cyprus Mines Corporation	AC CLAY	U.S.A. - No. 787,316	03/31/64
Cyprus Mines Corporation	ADSORBOL	U.S.A. - No. 437,025	05/09/47
Cyprus Mines Corporation	ALTALC	U.S.A. - No. 1,271,407	03/27/84
Cyprus Mines Corporation	ASPEN	U.S.A. - No. 1,276,609	05/08/84
Cyprus Mines Corporation	ATOMITE	U.S.A. - No. 416,469	09/18/65
Cyprus Mines Corporation	BARIMITE	U.S.A. - No. 1,244,925	07/12/83
Cyprus Mines Corporation	CYPRUFIL	U.S.A. - No. 1,276,607	05/08/84
Cyprus Minerals Company	CYPRUCAST	U.S.A. - No. 1,205,102	08/17/83
Cyprus Mines Corporation	CIMFLX	U.S.A. - No. 74/144,440	*
Cyprus Mines Corporation	DRIKALITE	U.S.A. - No. 1,244,041	07/05/83
Cyprus Mines Corporation	DURAMITE	U.S.A. - No. 1,246,713	08/03/83
Cyprus Mines Corporation	FURNACE CREEK	U.S.A. - No. 1,276,605	05/08/84
Cyprus Mines Corporation	KOTAMITE	U.S.A. - No. 1,063,629	04/23/86
Cyprus Mines Corporation	MISTROBRITE	U.S.A. - No. 886,957	03/03/70
Cyprus Mines Corporation	MISTRON	United Kingdom - No. 868,418	08/24/64
Cyprus Mines Corporation	MISTRON	Greece - No. 32,090	08/13/64
Cyprus Mines Corporation	MISTRON	France - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Finland - No. 46,340	03/05/66
Cyprus Mines Corporation	MISTRON	Canada - No. 138,280	02/19/65
Cyprus Mines Corporation	MISTRON	Benelux - No. 71,923	10/28/71
Cyprus Mines Corporation	MISTRON	Belgium - No. 102,577	08/12/64
Cyprus Mines Corporation	MISTRON	Denmark - No. 3873/64	11/18/64
Cyprus Mines Corporation	MISTRON	Japan - No. 552,002	08/07/60
Cyprus Mines Corporation	MISTRON	Mexico - No. 170,002 (abandoned)	11/11/64
Cyprus Mines Corporation	MISTRON	Netherlands - No. 153,884	08/03/64
Cyprus Mines Corporation	MISTRON	U.S.A. - No. 534,073	11/28/50
Cyprus Mines Corporation	MISTRON	Australia - No. A-189,166	07/29/64
Cyprus Mines Corporation	MISTRON	Australia - No. 53,206	07/27/64
Cyprus Mines Corporation	MISTRON	West Germany - No. 819,565	05/16/66
Cyprus Mines Corporation	MISTRON	South Korea - No. 20980	01/13/71
Cyprus Mines Corporation	MISTRON	Spain - No. 452,784	07/29/64
Cyprus Mines Corporation	MISTRON	Sweden - No. 199,404	*
Cyprus Mines Corporation	MISTRON	Switzerland - No. 205,871	11/03/64
Cyprus Mines Corporation	MISTRON	Italy - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Norway - No. 88,025	05/15/65
Cyprus Mines Corporation	MISTRON CASCADE	U.S.A. - No. 74,080,117	*
Cyprus Mines Corporation	MISTRON CYPRUSBOND	U.S.A. - No. 1,271,408	03/27/84
Cyprus Mines Corporation	MISTRON CYPRUSPERSE	U.S.A. - No. 1,271,405	03/27/84
Cyprus Mines Corporation	MISTRON FROST	U.S.A. - No. 1,272,268	03/03/84
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,332	*
Cyprus Mines Corporation	MISTRON SUPER FROST	U.S.A. - No. 1,271,403	03/27/84
Cyprus Mines Corporation	MISTRON SUPER VAPOR	U.S.A. - No. 1,331,497	*

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Cyprus Party	Trademark	Country/Number	Date Granted
Cyprus Mines Corporation	MISTRON ULTRAMIX	U.S.A. - No. 1,272,267	03/03/84
Cyprus Mines Corporation	MISTRON VAPOR	Japan - No. 1,248,300	
Cyprus Mines Corporation	MISTRON ZETA PLUS	Registration pending	*
Cyprus Mines Corporation	MONOBLEND	U.S.A. - No. 1,271,406	03/27/84
Cyprus Mines Corporation	SIERRALITE	U.S.A. - No. 1,271,401	03/27/84
Cyprus Mines Corporation	SIERRA WHITE	U.S.A. - No. 1,279,371	05/29/84
Cyprus Mines Corporation	SILVERBOW	U.S.A. - No. 1,271,399	03/27/84
Cyprus Mines Corporation	SNOWFLAKE WHITE	U.S.A. - No. 1,246,714	08/02/83
Cyprus Mines Corporation	STEAWHITE	U.S.A. - No. 1,271,400	03/27/84
Cyprus Mines Corporation	SUPERCOAT	U.S.A. - No. 1,244,040	07/05/83
Cyprus Mines Corporation	SUPERMITE	U.S.A. - No. 1,063,678	*
Cyprus Mines Corporation	SUPRA	U.S.A. - No. 1,270,450	03/20/84
Cyprus Mines Corporation	SUPRAFINO	U.S.A. - No. 1,275,663	05/01/84
Cyprus Mines Corporation	UNITED SIERRA	U.S.A. - No. 12,488	08/22/66
Cyprus Mines Corporation	PYROPAQUE	U.S.A. - No. 807,429	04/26/66
Cyprus Mines Corporation	SIERRA	U.S.A. - No. 197,912	03/29/83
Cyprus Mines Corporation	SUPREME	*	*
Cyprus Mines Corporation	YELLOWSTONE TALC	U.S.A. - No. 589,928	05/18/54
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,322	04/16/85
Cyprus Mines Corporation	ULTRAMITE	*	*
Cyprus Mines Corporation	MISTROCARB	S/N 380,779 (expired)	08/19/82
Cyprus Mines Corporation	STELLAR	U.S.A. - No. 1,630,531	01/08/91

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SCHEDULE 5.15

DIMTA, S.A.

Trademark 1.185.098/1 "TALCOLIVA", applied for on 13th March 1987 and granted on 20th September 1989 for Class 3rd: Talc Products.

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SUPPLEMENT

TRADEMARKS

Cyprus Party	Trademark	Country/Number	Date Granted
Cyprus Mines Corporation	AC CLAY	U.S.A. - No. 767,316	03/31/64
Cyprus Mines Corporation	ADSORBOL	U.S.A. - No. 437,025	05/09/47
Cyprus Mines Corporation	ALTALC	U.S.A. - No. 1,271,407	03/27/84
Cyprus Mines Corporation	ASPEN	U.S.A. - No. 1,276,609	05/08/84
Cyprus Mines Corporation	ATOMITE	U.S.A. - No. 416,469	09/18/65
Cyprus Mines Corporation	BARIMITE	U.S.A. - No. 1,244,925	07/12/83
Cyprus Mines Corporation	CYPRUFIL	U.S.A. - No. 1,276,607	05/08/84
Cyprus Mines Corporation	CYPRUCAST	U.S.A. - No. 1,205,102	08/17/83
Cyprus Minerals Company	CIMFLX	U.S.A. - No. 74/144,440	03/04/91
Cyprus Mines Corporation	DRIKALITE	U.S.A. - No. 1,244,041	07/05/83
Cyprus Mines Corporation	DURAMITE	U.S.A. - No. 1,246,713	08/03/83
Cyprus Mines Corporation	FURNACE CREEK	U.S.A. - No. 1,276,605	05/08/84
Cyprus Mines Corporation	KOTAMITE	U.S.A. - No. 1,063,629	04/23/86
Cyprus Mines Corporation	MISTROBRITE	U.S.A. - No. 886,957	03/03/70
Cyprus Mines Corporation	MISTROCARB	S/N 380,779 (expired)	08/19/82
Cyprus Mines Corporation	MISTRON	United Kingdom - No. 868,418	08/24/64
Cyprus Mines Corporation	MISTRON	Greece - No. 32,090	08/13/64
Cyprus Mines Corporation	MISTRON	France - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Finland - No. 46,340	03/05/66
Cyprus Mines Corporation	MISTRON	Canada - No. 139,280	02/19/65
Cyprus Mines Corporation	MISTRON	Benelux - No. 71,923	10/28/71
Cyprus Mines Corporation	MISTRON	Belgium - No. 102,577	08/12/64
Cyprus Mines Corporation	MISTRON	Denmark - No. 3673/64	11/18/64
Cyprus Mines Corporation	MISTRON	Japan - No. 552,002	06/07/60
Cyprus Mines Corporation	MISTRON	Mexico - No. 170,002 (abandoned)	11/11/64
Cyprus Mines Corporation	MISTRON	Netherlands - No. 153,884	08/03/64
Cyprus Mines Corporation	MISTRON	U.S.A. - No. 534,073	11/28/50
Cyprus Mines Corporation	MISTRON	Australia - No. A-189,166	07/29/64
Cyprus Mines Corporation	MISTRON	Australia - No. 53,206	07/27/64
Cyprus Mines Corporation	MISTRON	West Germany - No. 819,565	05/16/66
Cyprus Mines Corporation	MISTRON	South Korea - No. 20980	01/13/71
Cyprus Mines Corporation	MISTRON	Spain - No. 452,784	07/29/64
Cyprus Mines Corporation	MISTRON	Sweden - No. 199,404	01/17/86
Cyprus Mines Corporation	MISTRON	Switzerland - No. 205,871	11/03/64
Cyprus Mines Corporation	MISTRON	Italy - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Norway - No. 66,025	05/15/65
Cyprus Mines Corporation	MISTRON CASCADE	U.S.A. - No. 74/080,117	07/20/90
Cyprus Mines Corporation	MISTRON CYPRUSBOND	U.S.A. - No. 1,271,408	03/27/84
Cyprus Mines Corporation	MISTRON CYPRUSPERSE	U.S.A. - No. 1,271,405	03/27/84
Cyprus Mines Corporation	MISTRON FROST	U.S.A. - No. 1,272,268	03/03/84
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,322	04/16/85
Cyprus Mines Corporation	MISTRON SUPER FROST	U.S.A. - No. 1,271,403	03/27/84
Cyprus Mines Corporation	MISTRON SUPER VAPOR	U.S.A. - No. 1,331,497	04/23/85

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REDACTED DOCUMENT

Cyprus Party	Trademark	Country/Number	Date Granted
Cyprus Mines Corporation	MISTRON ULTRAMIX	U.S.A. - No. 1,272,267	03/03/84
Cyprus Mines Corporation	MISTRON VAPOR	Japan - No. 1,248,300	02/10/77
Cyprus Mines Corporation	MISTRON ZETA PLUS	Registration pending	
Cyprus Mines Corporation	MONOBLEND	U.S.A. - No. 1,271,406	03/27/84
Cyprus Mines Corporation	PYROPAQUE	U.S.A. - No. 807,429	04/26/66
Cyprus Mines Corporation	SIERRALITE	U.S.A. - No. 1,271,401	03/27/84
Cyprus Mines Corporation	SIERRA	U.S.A. - No. 197,912	03/29/83
Cyprus Mines Corporation	SIERRA WHITE	U.S.A. - No. 1,279,371	05/29/84
Cyprus Mines Corporation	SILVERBOW	U.S.A. - No. 1,271,399	03/27/84
Cyprus Mines Corporation	SNOWFLAKE WHITE	U.S.A. - No. 1,246,714	08/02/83
Cyprus Mines Corporation	STEAWHITE	U.S.A. - No. 1,271,400	03/27/84
Cyprus Mines Corporation	STELLAR	U.S.A. - No. 1,630,531	01/08/91
Cyprus Mines Corporation	SUPERCOAT	U.S.A. - No. 1,244,040	07/05/83
Cyprus Mines Corporation	SUPERMITE	U.S.A. - No. 1,063,678	04/19/77
Cyprus Mines Corporation	SUPRA	U.S.A. - No. 1,270,450	03/20/84
Cyprus Mines Corporation	SUPRAFINO	U.S.A. - No. 1,275,663	05/01/84
Cyprus Mines Corporation	SUPREME	U.S.A. - No. 1,273,240	04/10/84
Cyprus Mines Corporation	ULTRAMITE		
Cyprus Mines Corporation	UNITED SIERRA	U.S.A. - No. 12,498	08/22/66
Cyprus Mines Corporation	YELLOWSTONE TALC	U.S.A. - No. 589,928	05/18/54
IMTA, S.A.	TALCOLIVA	Spain - No. 1.185.098/1	09/20/89

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ASSIGNMENT OF PATENTS

THIS IS AN ASSIGNMENT OF PATENTS executed this 30th day of June, 1992 by Cyprus Mines Corporation, a Delaware corporation ("Seller"), pursuant to Section 8(a)(ii) of the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended (the "Agreement"), by and between Seller and Cyprus Talc Corporation, a Delaware corporation ("Buyer").

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of its legal or beneficial right, title and interest in and to all patents, exclusive or non-exclusive rights or interests in patents, and patent applications, including all goodwill associated therewith, that are specified on Exhibit A hereto, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, to the full term of all the letters patent relating thereto, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

To the extent any provision of this Assignment of Patents is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Assignment of Patents to be executed by its duly authorized officer as of the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: _____

Name: P. C. Wolf
Title: President

CAMC-Greco-001117

REDACTED DOCUMENT

PATENTS

Cyprus Party	Patent	Country/Number	DATE GRANTED
Cyprus Industrial Minerals Company	An Amino Acid Coated Mineral Powder Composition and a Method for Making the same	U.S.A. - 07/824,580	
Cyprus Industrial Minerals Company	Centrifugal Particle Classifer Having Uniform Influx Distributor	U.S.A. - *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Australia - No. 23168/88	05/23/91
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Brazil - No. PI 8807707	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Canada - No. 599,916 and 577,321	09/14/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	China - No. 89104404.3 and 88107159	05/16/89
Cyprus Industrial Minerals	Method and Apparatus for Friction Sorting of Particular Materials	Egypt - No. 243/89	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Europe - No. 88907535.4	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Finland - *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	France - No. 8911027	

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*Patent number unknown

CAMC-Greco-001118

REDACTED DOCUMENT

Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	India - Nos. 821/Cal/88 382/Cal/89 383/Cal/89	10/04/88
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Italy - No. *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Japan - No. 50712/88	08/18/88
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Norway - No. 185/182	01/06/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	South Korea - No. 89-700872	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Spain - No. 2009039	06/27/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Turkey - No. 45527/88	10/19/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	U.S.A. - No. 5,069,346	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	WO - No. 8,902,328	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	EP - No. 335,922	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Brazil - No. PI 8904545	

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*Patent number unknown

CAMC-Greco-001119

REDACTED DOCUMENT

Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Denmark - No. 4412/89	01/06/89
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Greece - No. 890100006	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Argentina - No. 312935	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Australia - No. 29373/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Chile - No. 009/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Europe - No. 89901770.1-2304	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Finland - No. 894147	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Italy - No. 88/02814	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Japan - No. 501645/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Mexico - No. 14459	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	New Zealand - No. 277,526	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Norway - No. 893578	

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REDACTED DOCUMENT

Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Portugal - No. 89397	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	South Africa - No. 890038	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Spain - No. 2010072	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	U.S.A. - No. 4,964,955	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	WO - No. 8,906,294	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	EP - No. 374,196	
Cyprus Industrial Minerals Company	Rubber Composition Comprising Phyllisilicate Salines	U.S.A. - No. 4,431,755	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	U.S.A. - *	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	ES - No. 2,011740	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	BR - No. 8,904,173	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	FR - No. 2,635,475	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	AU - No. 8,934,837	

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Cyprus Party	Patent	Country/Number	Date Granted
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	CN - No. 1,040,335	
Cyprus Industrial Minerals Company	Small Particle Separator	U.S.A. - No. 07/588,202	
Cyprus Industrial Minerals Company	Small Particle Separator	Egypt - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Brazil - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Brazil - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Europe - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	India - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	South Korea - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Norway - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Finland - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Australia - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	China - No. *	
Cyprus Mines Corporation	Beneficiation of New York State Talc	U.S.A. - No. 3,837,582	
Cyprus Mines Corporation	Beneficiated Talc as Filler	U.S.A. - No. 4,814,019	
Cyprus Mines Corporation	Removing Tremolite	U.S.A. - No. 3,965,241	
Cyprus Mines Corporation	Rendering Montana Talc Suitable for use as fillers	U.S.A. - No. 4,931,493	

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SUPPLEMENT

PATENTS

CYPRUS PARTY	PATENT	COUNTRY/NUMBER	DATE GRANTED
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Belgium - No. 883,648	06/30/80
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Canada - No. 1188513	06/30/80
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Europe - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	France - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Great Britain - No. 00417567	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Italy - No. 004176	01/18/85
Cyprus Industrial Minerals	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Japan - No. 824049	10/24/81
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Korea - No. 18339	02/01/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Luxembourg - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Netherlands - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	New Zealand - No. 197297	05/15/84
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Sweden - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Switzerland - No. 0041756	01/18/85

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PATENTS

CYPRUS PARTY	PATENT	COUNTRY/NUMBER	DATE GRANTED
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	West Germany - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	Rubber Composition Comprising Phyllisilicate Minerals, Salines, and Quaternary Ammonium Salts	Canada - No. 490,980	*
Cyprus Industrial Minerals Company	Rubber Composition and Method of Incorporating Carbon Black and a Quaternary Ammonium Coupling Agent Salt into Natural Rubber Containing Compositions	U.S.A. - No. 4,598,105	07/01/86
Cyprus Industrial Minerals Company	Rubber Composition and Method of Incorporating Carbon Black and a Quaternary Ammonium Coupling Agent Salt into Natural Rubber Containing Compositions	U.S.A. - No. 4,602,052	07/22/86
Cyprus Industrial Minerals Company	Pharmaceutical Tablet Matrix Containing Talc as a Major Component	U.S.A. - No. S/N264,377	10/31/88

REDACTED DOCUMENT

REDACTED DOCUMENT

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT dated June 30, 1992 by and between Cyprus Mines Corporation, a Delaware corporation ("Seller") and Cyprus Talc Corporation, a Delaware corporation ("Buyer"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended, by and among Seller and Buyer (the "Agreement").

WHEREAS, pursuant to Sections 4 and 8(b)(i) of the Agreement, Buyer has agreed to assume the Assumed Liabilities;

NOW, THEREFORE, in consideration of the foregoing, Buyer hereby agrees, subject to the terms and conditions set forth in the Agreement, to assume, perform, pay and discharge the Assumed Liabilities.

To the extent any provision of this Assumption Agreement is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed on the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: _____
Name: P. C. Wolf
Title: President

CYPRUS TALC CORPORATION,
a Delaware corporation

BY: _____
Name: G. J. Malys
Title: Senior Vice President

REDACTED DOCUMENT

REDACTED DOCUMENT

ASSUMPTION AND RETENTION AGREEMENT

ASSUMPTION AND RETENTION AGREEMENT dated June 30, 1992 by and between Cyprus Mines Corporation, a Delaware corporation ("Seller") and Cyprus Talc Corporation, a Delaware corporation ("Buyer"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement of Transfer and Assumption dated as of June 5,1992 as amended, by and among Seller and Buyer (the "Agreement").

WHEREAS, pursuant to Sections 5 and 8(a)(iii) of the Agreement, Seller has agreed to retain or assume the Excluded Liabilities;

NOW, THEREFORE, in consideration of the foregoing, Seller hereby agrees, subject to the terms and conditions set forth in the Agreement, to retain or assume the Excluded Liabilities.

To the extent any provision of this Assumption and Retention Agreement is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption and Retention Agreement to be duly executed on the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: _____
Name: P. G. Wolf
Title: President

CYPRUS TALC CORPORATION,
a Delaware corporation

BY: _____
Name: G. J. Malys
Title: Senior Vice President

REDACTED DOCUMENT

REDACTED DOCUMENT

State of Delaware

Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY RTZ AMERICA INC. IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

* * * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1855 1793 1970
DELAWARE

Michael Ratchford, Secretary of State

AUTHENTICATION: 3498001

DATE: 06/25/1992

722177006

REDACTED DOCUMENT

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CYPRUS MINES CORPORATION

Consent Action by the Board

June 30, 1992

We, the undersigned, being all of the Directors of Cyprus Mines Corporation (the "Corporation"), do hereby waive call, notice, meeting, and vote and do hereby consent to, confirm, and verify the following corporate actions pursuant to authority vested by the Delaware Corporation Law, Section 141(f):

RESOLVED, that this Corporation hereby transfer, effective immediately prior to the close of business on the Closing Date as defined in the Stock Purchase Agreement dated June 5, 1992 among Cyprus Mines Corporation ("Cyprus"), Cyprus Minerals Company, and RTZ America, Inc., as amended, (the "Agreement"), a copy of which is attached hereto as Exhibit A, to Cyprus Talc Corporation, a wholly owned subsidiary of this Corporation, as a contribution to the capital of Cyprus Talc Corporation, in accordance with the Agreement of Transfer and Assumption between Cyprus Talc Corporation and Cyprus Mines Corporation dated June 5, 1992, as amended (the "Transfer Agreement"), a copy of which is attached hereto as Exhibit B, all of Cyprus' right, title and interest in and to the assets, properties, rights and businesses of every type and description used primarily in or relating primarily to Cyprus' talc business (the "Talc Business"), whether real, personal and mixed, tangible or intangible, whether currently in use or idle, fixed or unfixed, accrued, absolute, contingent or otherwise, wherever located and including, without limitation, all of the right, title and interest of Cyprus in the assets listed in paragraphs [a] through [l] below (but excluding the Excluded Assets as defined in the Transfer Agreement):

[a] Cyprus' record and beneficial ownership of all of the issued and outstanding shares of the capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation, and its subsidiaries, Mistron Mineralien GmbH, a German corporation [redacted] and DIMTA, S.A., a Spanish corporation [redacted] Cyprus Windsor Minerals Corporation, a Vermont corporation and its subsidiary Cyprus Western Source Corporation, a California corporation; and Green Mountain Talc Corporation, a Delaware corporation; and Cyprus' record and beneficial ownership of [redacted] of the issued and outstanding shares of capital stock of Nihon Mistron Company, Ltd., a Tokyo, Japan corporation (collectively, the "Shares");

[b] The real property and mineral rights of the Talc Business and the records thereof;

REDACTED DOCUMENT

[c] All current assets, including without limitation, all cash and, to the extent that the same may exist, all certificates of deposit, accounts receivable, claims, prepaid expenses, deferred charges, advances and deposits;

[d] All talc inventories of finished products, work-in-progress and raw materials of the Talc Business;

[e] All talc facilities and equipment of the Talc Business;

[f] All business machines, furniture and fixtures, supplies, office equipment, vehicles and other tangible personal property used primarily in or relating primarily to the Talc Business;

[g] All trademarks and other marks and, to the extent that the same may exist, all inventions, patents and any copyrights, and registrations thereof, all applications for any of the foregoing and all trade names;

[h] All right, title and interest in, to and under all contracts, agreements, leases, licenses, permits, orders, commitments of understandings to which Cyprus is a party or entitled to any right or interest;

[i] All trade secrets, processes, specifications, designs, drawings and technology which relate primarily to the Talc Business;

[j] All contracts, books, records and other data relating primarily to the Talc Business;

[k] All causes of action and claims of any kind of Cyprus against any other party related primarily to the Talc Business;

[l] All other assets and rights of the Talc Business as a going concern;

together with any and all liabilities whether known, unknown, contingent or otherwise related to the above-referenced items, with the exception of Excluded Liabilities as described in the Agreement; provided, however, that no such right, title, or interest described above shall be deemed to be conveyed hereof if any consent necessary to such conveyance, which consent shall be effective as of the effective date of such conveyance, shall not have been, or shall not be, obtained, or if such conveyance would result in forfeiture of the interest conveyed or in other significant monetary (non-tax) penalty; and further

RESOLVED, that any prior transfer of the assets, properties, rights, and businesses to Cyprus Talc Corporation by this Corporation are hereby ratified, confirmed, and approved; and further

REDACTED DOCUMENT

RESOLVED, that the Transfer Agreement, as amended, is hereby ratified, confirmed and approved; and further

RESOLVED, that the President, any Senior Vice President, Vice President, the Secretary or any Assistant Secretary of this Corporation are hereby authorized, empowered and directed to convey the Shares to Cyprus Talc Corporation, and to execute and deliver such stock certificates, stock powers and other documents and to take all other steps which may be necessary or desirable in connection with such conveyance.

P. C. Wolf

G. J. Malys

Deborah J. Friedman

I hereby certify that the above signatories to this Consent Action by the Board of Cyprus Mines Corporation dated June 30, 1992, are all of the members of the Board of Directors of this Corporation on the date hereof.

Assistant Secretary

REDACTED DOCUMENT

REDACTED DOCUMENT

RTZ AMERICA INC.

Officer's Certificate

I, Arthur Glass, President of RTZ America Inc., a Delaware corporation ("RTZ"), pursuant to Section 8.3 of the Stock Purchase Agreement dated as of June 5, 1992, as amended (the "Purchase Agreement"), by and among RTZ, Cyprus Mines Corporation, a Delaware corporation, and Cyprus Minerals Company, a Delaware corporation, hereby certify that (i) each of the representations and warranties of RTZ contained in the Purchase Agreement are true in all material respects at and as of the date hereof with the same force and effect as though made at and as of the date hereof, except for changes permitted or contemplated by the Purchase Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date, and (ii) RTZ have performed and complied in all material respects with all its undertakings and agreements required by the Purchase Agreement to be performed or complied with by RTZ prior to or on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as of June 30, 1992.

Arthur Glass

President

REDACTED DOCUMENT

REDACTED DOCUMENT

RTZ AMERICA INC.

Secretary's Certificate

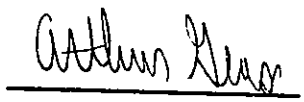
and

Incumbency Certificate

The undersigned hereby certifies that he is the Secretary of RTZ America Inc., a Delaware corporation ("RTZ"), and that, as such, he is authorized to execute this Certificate on behalf of RTZ, and further certifies, as of immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement dated as of June 5, 1992, as amended, (the "Purchase Agreement"), by and among RTZ, Cyprus Mines Corporation, a Delaware corporation, and Cyprus Minerals Company, a Delaware corporation, as follows:

(i) attached hereto as Exhibit A is a complete and correct copy of the resolutions of the Board of Directors of RTZ authorizing the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereunder;

(ii) the following person is a duly elected, qualified and acting officer of RTZ and the signature appearing opposite the name of such officer is his true signature:

Name	Office	Signature
Arthur Glass	President	

REDACTED DOCUMENT

IN WITNESS WHEREOF, I have hereunto signed my name as of June 30, 1992.

RTZ AMERICA INC.

By: Barry Grossman
Barry Grossman
Secretary

REDACTED DOCUMENT

Exhibit A

RESOLUTIONS
ADOPTED BY THE BOARD OF
RTZ AMERICA INC.
AT A SPECIAL MEETING
HELD ON JUNE 5, 1992

WHEREAS, Cyprus Mines Corporation, a Delaware Corporation ("Seller"), is the sole record and beneficial owner of all issued and outstanding shares of capital stock (the "Shares") of Cyprus Talc Corporation, a Delaware corporation ("Newco");

WHEREAS, Newco is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation, Cyprus Windsor Minerals Corporation, a Vermont corporation, and its subsidiary Cyprus Western Source Corporation, a California corporation, and Green Mountain Talc Corporation, a Delaware Corporation, and is the record and beneficial owner of [redacted] of the issued and outstanding shares of DIMTA S.A., a company organized under the laws of Spain and is the record and beneficial owner of [redacted] of the issued and outstanding shares of Nihon Mistron Company, a Tokyo, Japan corporation (collectively the "Other Companies"); and

WHEREAS, Seller desires to sell or cause the sale of, and the Corporation desires to purchase, the Shares; NOW, THEREFORE, BE IT,

RESOLVED, that the Stock Purchase Agreement, together with the Schedules and Exhibits attached thereto (the "Agreement"), among Seller, Cyprus Minerals Company, a Delaware corporation ("Cyprus"), and the Corporation, in substantially the form distributed to directors at this meeting and to be included with the minutes of this meeting, providing for the purchase by the Corporation from Seller of the Shares, together with all transactions contemplated thereby, be and hereby are approved, with such changes as the President, the Secretary, the Treasurer or any Director (each an "Authorized Officer") of the Corporation may approve, such approval to be conclusively evidenced by the execution and delivery thereof; and

FURTHER RESOLVED, that each of the Authorized Officers be, and each such Authorized Officer hereby is, authorized to take, or cause the Corporation or any of its subsidiaries to take, any actions they deem necessary or appropriate in order to obtain any and all necessary permits, authorizations, orders and approvals under applicable statutes or regulations, including federal,

REDACTED DOCUMENT

state, local and foreign statutes or regulations, as may be required to carry out the transactions contemplated by the Agreement; and

FURTHER RESOLVED, that each of the Authorized Officers be, and each such Authorized Officer hereby is, authorized and directed to do and perform all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such applications, filings, agreements including the Agreement, documents, instruments or certificates in the name and on behalf of the Corporation as each such Authorized Officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of these resolutions; and

FURTHER RESOLVED, that each of the Authorized Officers be, and each such Authorized Officer hereby is, authorized to execute and file any applications, certificates or other documents as may be necessary to carry out any one or more of the Agreements and the intent of the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by any officer or director of the Corporation in connection with, or with respect to, the matters referred to in the foregoing resolutions be and hereby are confirmed, ratified and approved in all respects.

REDACTED DOCUMENT

REDACTED DOCUMENT

OFFICER'S CERTIFICATE
CYPRUS MINES CORPORATION

I, P. C. Wolf, President of Cyprus Mines Corporation, a Delaware corporation (herein called "Mines"), do hereby certify, pursuant to Section 12(c) of the European Stock Purchase Agreement (the "Agreement"), dated June 5, 1992 among Cyprus Mines Corporation and Talc de Luzenac S.A., as amended, as follows:

1. The representations and warranties of Mines referred to in Section 12(a) and 12(b) of the Agreement are true in all material respects except for changes permitted or contemplated by the Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty is true in all material respects as of such date, and except to the extent the untruthfulness of the representations and warranties in the aggregate would not constitute a material adverse change or unanticipated and undisclosed material liability previously unknown to RTZ America, Inc. which would have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.

2. Mines has performed and complied in all material respects with all of its undertakings and agreements required by the Agreement to have been complied with by it except to the extent non-compliance in the aggregate would not have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name and affixed the seal of Cyprus Mines Corporation this 30th day of June, 1992.

ATTEST:

(CORPORATE SEAL)

P. C. Wolf, President
Cyprus Mines Corporation

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TALC DE LUZENAC S.A.

Officer's Certificate

I, Dr. Graham B. Lawson, Director of Talc Luzenac S.A., a company organized under the laws of France ("Luzenac"), pursuant to Section 11(c) of the European Stock Purchase Agreement dated as of June 5, 1992 (the "Purchase Agreement"), by and between Luzenac and Cyprus Mines Corporation, a Delaware corporation, hereby certify that (i) each of the representations and warranties of Luzenac contained in the Purchase Agreement are true in all material respects at and as of the date hereof with the same force and effect as though made at and as of the date hereof, except for changes permitted or contemplated by the Purchase Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date, and (ii) Luzenac has performed and complied in all material respects with all its undertakings and agreements required by the Purchase Agreement to be performed or complied with by Luzenac prior to or on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as of June 30, 1992.

G. B. Lawson

Director

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CYPRUS MINES CORPORATION

SECRETARY'S CERTIFICATE

AND

INCUMBENCY CERTIFICATE

The undersigned hereby certifies that he is the Secretary of Cyprus Mines Corporation, a Delaware corporation ("Cyprus Mines"), and that, as such, he is authorized to execute this certificate on behalf of Cyprus Mines, and further certifies, as of immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement dated as of June 5, 1992, as amended, (the "Purchase Agreement"), by and among Cyprus Mines Corporation, Cypurs Minerals Company, and RTZ America, Inc. as follows:

(i) attached hereto as Exhibit A is a complete and correct copy of the resolutions of the Board of Directors of Cyprus Mines authorizing the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereunder;

(ii) the following persons are duly elected, qualified and acting officers of Cyprus Mines and the signature appearing opposite the name of such officer is his true signature:

NAME	OFFICE	SIGNATURE
Philip C. Wolf	President	
Gerald J. Malys	Senior Vice President	
Dale E. Huffman	Assistant Secretary	

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of Cyprus Mines Corporation this 30th day of June, 1992.

CYPRUS MINES CORPORATION

BY: _____
Kevin Loughrey, Secretary

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EXHIBIT A

RESOLVED, that the execution of that certain Stock Purchase Agreement dated June 5, 1992, as amended on June 24, 1992, among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America Inc., a copy of which is attached hereto as Exhibit A, and the performance by this Corporation of its obligations thereunder hereby are authorized; and further

RESOLVED, that the President, any Senior Vice President, Vice President, the Controller, Treasurer, Secretary or Assistant Secretary of this Corporation, or any person designated by any of the foregoing hereby are authorized to take such action as is necessary or appropriate to give effect to the foregoing resolution, including but not limited to the authority to make amendments to the terms and conditions of the Agreement and to execute and deliver all such documents as may to such officer appear necessary or appropriate to carry out the intent of the resolutions.

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STOCK PURCHASE AGREEMENT

AMONG

CYPRUS MINES CORPORATION

CYPRUS MINERALS COMPANY

and

RTZ AMERICA INC.

Dated as of June 5, 1992

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STOCK PURCHASE AGREEMENT dated as of June 5, 1992 (herein, together with the Schedules and Annexes attached hereto, referred to as the "Agreement") by and among Cyprus Mines Corporation, a Delaware Corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the sole record and beneficial owner of all issued and outstanding shares of capital stock (the "Shares") of Cyprus Talc Corporation, a Delaware corporation ("Newco");

WHEREAS, Newco is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation, and its subsidiary Cyprus Western Source Corporation, a California corporation; and Green Mountain Talc Corporation, a Delaware Corporation; and is the record and beneficial owner of [redacted] of the issued and outstanding shares of DIMTA S.A., a company organized under the laws of Spain and is the record and beneficial owner of [redacted] of the issued and outstanding shares of Nihon Mistron Company, a Tokyo, Japan corporation (collectively the "Other Companies"); and

WHEREAS, upon the terms and conditions hereinafter set forth, Seller desires to sell or cause the sale of, and Buyer desires to purchase, the Shares;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Accounting Principles" means the accounting principles, policies and procedures of the Companies set forth on Annex B hereto.

"Acquisition Proposal" shall have the meaning set forth in Section 7.10.

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"Active Employee" shall have the meaning set forth in Section 7.4(a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Assets of the Companies" means all assets, properties and rights of the Companies recorded on the Reference Balance Sheet.

"Breach" shall have the meaning set forth in Section 11.1(a).

"Business Liabilities" shall have the meaning set forth in Section 7.6.

"Buyer Indemnitee" shall have the meaning set forth in Section 11.1.

"Claims" shall have the meaning set forth in Section 7.6.

"Closing" shall have the meaning set forth in Section 3.1.

"Closing Date" shall have the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" shall mean collectively Newco and the Other Companies and each and every one of them shall be a "Company".

"Confidentiality Agreement" shall have the meaning set forth in Section 7.1.

"Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Current Assets" shall have the meaning set forth in Section 4.2.

"Current Liabilities" shall have the meaning set forth in Section 4.2.

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"Damages" shall have the meaning set forth in Section 11.1(a).

"Disputes Auditor" means Ernst & Young or any other independent accounting firm mutually agreed upon by Seller and Buyer.

"Encumbrances" shall have the meaning set forth in Section 5.3.

"Employee" shall have the meaning set forth in Section 5.14(i).

"Environmental Laws" mean any federal, state, foreign and local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, requirement or agreement with any governmental entity and any judicial interpretation thereof, in effect on the Closing Date relating to (x) the protection, preservation or restoration of the environment, (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of Hazardous Substances. The term Environmental Law includes, without limitation, the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act (SARA), the Federal Water Pollution Control Act of 1972, the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the federal Solid Waste Disposal and the federal Toxic Substances Control Act, the federal Insecticide, Fungicide and Rodenticide Act, each as in effect on the Closing Date. However, notwithstanding anything in this Agreement to the contrary, "Environmental Laws" shall not include (i) laws relating to product liability; and (ii) laws and regulations regarding human health or safety including without limitation, federal and state Occupational Safety and Health and Mine Safety and Health Acts (collectively, "Non-Environmental Laws").

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"European Companies" shall mean Cyprus Industrial Minerals de France SARL and Mistron Mineralien GmbH.

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"Fee Property" shall have the meaning set forth in Section 5.8.

"Final Closing Statement" shall have the meaning set forth in Section 4.4.

"Financial Statements" shall have the meaning set forth in Section 5.5.

"Hamm Underground Mine Property" shall mean the property set forth on Annex C.

"Hazardous Substances" and "Hazardous Materials" mean any substance presently listed, defined, designated or classified as hazardous, toxic or radioactive under any Environmental Law, whether by type or by quantity, including any substance containing any such substance as a component. Hazardous Substance includes, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnifying Party" shall mean any party indemnifying an Indemnitee pursuant to the terms of this Agreement.

"Indemnitee" means any party indemnified pursuant to the terms of this Agreement.

"Intellectual Property Rights" shall have the meaning set forth in Section 5.15.

"Knowledge of Seller" means the actual or "Other Knowledge" of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright.

"Leased Property" shall have the meaning set forth in Section 5.8.

"Leases" shall have the meaning set forth in Section 5.8.

"Liabilities of the Companies" means all liabilities and obligations of the Companies recorded on the Reference Balance Sheet.

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"Losses" shall have the meaning set forth in Section 11.3.

"Mineral Property" shall have the meaning set forth in Section 5.8.

"Non-Represented Employee" means any Employee who is not a Represented Employee.

"Other Companies" shall have the meaning set forth in the Preamble.

"Other Knowledge" means information which should have been acquired by a reasonable person in the position of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright and having his respective knowledge of facts (which shall be deemed to include the representations and warranties to be given by Seller to Buyer in this Agreement) which should have caused such reasonable person to make due enquiries, which enquiries would have provided such information.

"Permitted Exceptions" shall have the meaning set forth in Section 5.8.

"Person" means an individual, corporation, partnership, trust or unincorporated organization or a government or any agency or political subdivision thereof.

"Plan" shall have the meaning set forth in Section 5.14.

"Possessory Property" shall have the meaning set forth in Section 5.8.

"Pre-Closing Period" means any Tax period ending on or prior to the Closing Date; and a "Post-Closing Period" means any Tax period that is not a Pre-Closing Period.

"Preliminary Closing Statement" shall have the meaning set forth in Section 4.2.

"Purchase Price" shall have the meaning set forth in Section 2.2.

"Real Property" shall have the meaning set forth in Section 5.8.

"Reference Balance Sheet" means the combined balance sheet of the Companies and the European Companies as of March 31, 1992 included in the Financial Statements.

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"Release" has the same definition as in 42 U.S.C. § 9601(22).

"Represented Employee" means any Employee who is a member of a unit of Employees covered by a collective bargaining agreement.

"Returns" means all returns, reports, estimates, declarations, information returns and statements of any nature with respect to Taxes, including, without limitation, consolidated federal income tax returns of the Seller's Group, declarations of estimated tax and tax reports required to be filed with respect to the Companies or their respective income, properties or operations.

"Seller Indemnitee" shall have the meaning set forth in Section 11.2.

"Seller's Group" shall mean any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that includes the Seller or any predecessor of or successor to Seller (or another such predecessor or successor).

"Seller's Insurance Policies" shall have the meaning set forth in Section 7.6.

"Shares" shall have the meaning set forth in the Preamble.

"Subsidiaries" shall mean any Person (other than an individual) in which another person owns, beneficially or of record, securities or any other interest representing fifty percent (50%) or more of the aggregate voting power or equity interest in such Person.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, profits, severance, franchise, license, transfer, sales, use, payroll, employment, withholding, property (real or personal), excise and similar taxes (including interest, penalties or additions to such taxes and any interest in respect of such penalties or additions), but excluding all sales, use, value added, transfer and similar taxes imposed in connection with the consummation of the transactions contemplated by this Agreement.

"Working Capital of the Companies" shall have the meaning set forth in Section 4.2.

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ARTICLE 2

SALE AND PURCHASE OF SHARES

2.1. Sale and Purchase. Upon the terms and subject to the conditions contained herein, Seller will sell and transfer to Buyer, or cause the sale and transfer to Buyer of, and Buyer will purchase and accept, at the Closing, the Shares.

2.2. (a) Purchase Price and Payment. In consideration of the sale and transfer pursuant to Section 2.1, Buyer hereby agrees to pay to Seller a purchase price of (the "Purchase Price") [redacted], by wire transfer as provided in Section 3.2(b).

ARTICLE 3

CLOSING AND TERMINATION

3.1. Closing. The closing of the transactions provided for herein (the "Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York at 10:00 a.m. (local time) on June 30, 1992 provided all conditions set forth in Articles 7 and 8 are satisfied or, if on such date such conditions are not satisfied, on the fifth business day following the satisfaction of all conditions set forth in Articles 7 and 8 (other than the conditions specified in Section 7.6 and 8.6, which shall be satisfied at the Closing), or at such other time and place as Buyer and Seller shall agree (the "Closing Date").

3.2. Transactions on the Closing Date. (a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Buyer or its assigns, free and clear of any Encumbrances.

(ii) resignations of each of the directors and officers of each Company (except as Buyer may specify to Seller prior to Closing);

(iii) resignations of such auditors for each Company as Buyer may specify to Seller prior to Closing; and

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(iv) each of the certificates and other documents required by Article 9 hereof.

(b) At the Closing, Buyer will deliver to Seller the following:

(i) the Purchase Price by wire transfer in immediately available funds in U.S. dollars to the following account:

Pittsburgh National Bank (PNB)
Pittsburgh, PA
[redacted]
Cyprus Minerals Company
[redacted]
Further Credit: Cyprus Mines Corporation

the Closing shall not be deemed consummated until Seller shall have received confirmation from PNB of its receipt of the Purchase Price and;

(ii) each of the certificates and other documents required by Article 8 hereof.

3.3. Termination. Anything contained in this Agreement other than in this Section 3.3 to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and Seller;

(b) by either Buyer or Seller, if the transactions contemplated hereby are not consummated on or before August 31, 1992 (or such later date as may be agreed upon in writing by the parties hereto);

(c) by Buyer, if Seller shall breach in any material respect any of its representations, warranties or obligations hereunder and all breaches in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business taken as a whole and such breach shall not have been cured in all material respects or waived by Buyer and Seller shall not have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

(d) by Seller, if Buyer shall breach in any material respect any of its representations, warranties or obligations hereunder and such breach shall not have been cured in all material respects or waived and Buyer shall not

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have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

3.4 Effect of Termination. Termination of this Agreement pursuant to this Article 3 shall terminate all provisions of this Agreement, except that Section 3.4, the last sentence of Section 7.1(a) and Sections 12.2, 12.3 and 12.11 shall survive any such termination; provided, however, that termination pursuant to Sections 3.3(c) or (e) shall not relieve the defaulting or breaching party hereunder from any liability to the other party hereto resulting from the default or breach hereunder of such defaulting or breaching party occurring prior to the date of termination.

ARTICLE 4

PRELIMINARY AND FINAL CLOSING STATEMENTS; ADJUSTMENTS

4.1 Working Capital. The parties intend that "Working Capital of the Companies", as defined in Section 4.2 below, shall be [redacted] as of the Closing. Using the procedure set forth below, the parties shall determine the amount and manner by which Seller shall pay Buyer for any deficiency in Working Capital of the Companies below [redacted] or by which Buyer shall pay Seller for any excess in Working Capital of the Companies over [redacted] as of the Closing.

4.2 Preliminary Closing Statement. (a) As soon as reasonably possible after the Closing Date but in any event within sixty (60) days thereafter, Buyer shall prepare and deliver to Seller a statement of combined Working Capital of the Companies derived from a combined balance sheet for the Companies and the European Companies as of the Closing (the "Preliminary Closing Statement"). "Working Capital of the Companies" shall for all purposes of this Agreement mean, as the context requires, the difference between total Current Assets and total Current Liabilities of the Companies and the European Companies reflected on the Reference Balance Sheet, the Preliminary Closing Statement or the Final Closing Statement. "Current Assets" shall for all purposes of this Agreement mean, as the context requires, cash, money on deposit with banks and other financial institutions, securities (excluding the stock of its subsidiaries), accounts receivable from customers or employees of the Companies, other receivables, all crude, work-in-process, finished goods and other product inventories, materials and supplies, and prepaid expenses. "Current Liabilities" shall

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for all purposes of this Agreement mean, as the context requires, the amount of accounts payable, short-term debt, the current portion of long-term debt, and accrued liabilities due within one year other than liability for federal income taxes. Any current assets retained by Seller at Closing shall be excluded from Working Capital of the Companies. Any current liabilities assumed or retained by Seller at Closing shall be excluded from Working Capital of the Companies. Current Assets and Current Liabilities shall be recorded consistent with the Accounting Principles. Seller shall assist Buyer, as reasonably requested by Buyer, in the preparation of such statement.

(b) The Preliminary Closing Statement and the Final Closing Statement shall be prepared in accordance with the Accounting Principles applied on a basis consistent with that applied in preparing the Reference Balance Sheet. In the determination of Working Capital of the Companies, finished product and crude talc inventories shall be valued in accordance with Seller's normal inventory valuation procedures and such valuation shall not be subject to adjustment.

(c) Seller will make available to Buyer and its representatives, as reasonably requested by Buyer, all books, records and other documents pertaining to the businesses of the Companies deemed necessary or desirable by Buyer in preparing the Preliminary Closing Statement.

4.3. Review of Statements. Seller and its independent certified public accountants may review the Preliminary Closing Statement and the books of account of Buyer relating to the Companies and the European Companies and may make inquiry of the representatives of Buyer's accountants and Buyer. The Preliminary Closing Statement shall be binding and conclusive upon, and deemed accepted by, Seller unless Seller shall have notified Buyer in writing within thirty (30) days after receipt of the Preliminary Closing Statement of any objections thereto. A notice under this Section 4.3 shall specify in reasonable detail the items in the Preliminary Closing Statement which are being disputed, and a summary of the reasons for such dispute.

4.4. Disputes; Final Closing Statement. (a) At the request of either party, any dispute between the parties relating to the Preliminary Closing Statement which cannot be resolved by them within thirty (30) days after receipt of notice of any objections to such Preliminary Closing Statement pursuant to Section 4.3 shall be referred to the Disputes Auditor for decision, which decision shall be final and binding on both parties. The parties agree that they

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will require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto.

(b) Before referring a matter to the Disputes Auditor, the parties shall agree on procedures to be followed by the Disputes Auditor (including procedures for presentation of evidence). If the parties are unable to agree upon procedures before the end of thirty (30) days after receipt of notice of any objections pursuant to Section 4.3, the Disputes Auditor shall establish procedures giving due regard to the intention of the parties to resolve disputes as quickly, efficiently and inexpensively as possible; the Disputes Auditor's procedures may be, but need not be, those proposed by either party, provided, that such procedure shall require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto. The parties shall, as promptly as practicable, submit evidence in accordance with the procedures agreed upon or established by the Disputes Auditor, and the Disputes Auditor shall decide the dispute in accordance therewith as promptly as practicable. The fee of the Disputes Auditor for, and relating to, the making of any such decision shall be borne by the parties equally.

(c) The Preliminary Closing Statement shall become final and binding on both parties upon the earliest of (i) if no such notice has been given, the expiration of the period within which Seller may notify Buyer of any objections thereto pursuant to Section 4.3, (ii) agreement in writing by Seller and Buyer that such Preliminary Closing Statement, together with any modifications thereto agreed by Seller and Buyer, shall be final and binding and (iii) the date on which the Disputes Auditor shall issue its decision with respect to any dispute relating to such Preliminary Closing Statement. The Preliminary Closing Statement, as adjusted pursuant to any agreement between the parties or pursuant to the decision of the Disputes Auditor, when final and binding on both parties, is herein referred to as the "Final Closing Statement".

4.5 Adjustment. Promptly after the Preliminary Closing Statement having become final and binding on Seller and Buyer pursuant to Section 4.4, but in no event later than the fifth business day thereafter, the following shall occur:

(a) If the Working Capital of the Companies as reflected on the Final Closing Statement exceeds [redacted], Buyer shall pay to Seller, by wire transfer in immediately available funds to the account designated by

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Seller not less than three business days prior to the date of such payment, an amount equal to such excess.

(b) If the Working Capital of the Companies as reflected on the Final Closing Statement is less than [redacted], Seller shall pay to Buyer, by wire transfer in immediately available funds to the account designated by Buyer not less than three business days prior to the date of such payment, an amount equal to such deficit.

4.6 Effect of Payment. Notwithstanding any other provision of this Agreement to the contrary, any payment made by Seller to Buyer or Buyer to Seller under this Article 4 shall have no effect upon either party's obligations to the other party under any other provision of this Agreement, including without limitation, Article 11.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER AND CYPRUS

Seller and Cyprus represent and warrant, jointly and severally, to Buyer that:

5.1 Organization of Seller, Cyprus and the Companies; Authority. Seller, Cyprus and each of the Companies is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with, in the case of Seller and Cyprus, the corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder. Each of the Companies is qualified to do business in each jurisdiction in which the nature of its business requires it to be so qualified except where failure to be so qualified would not have a material adverse effect on the assets, businesses, financial condition, results of operations or prospects of such Company. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller and of Cyprus. This Agreement has been duly executed and delivered by Seller and Cyprus and constitutes the valid, binding and enforceable obligation of Seller and Cyprus.

5.2. Ability to Carry Out the Agreement. Except as provided in Schedule 5.2, none of Seller, Cyprus or any of the Companies is subject to or bound by any provision of

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(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction, or

(iv) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement to which any of the Companies or any of its predecessors is a party, which consent has not been obtained, required for the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby.

5.3. Capitalization of the Companies; Ownership. (a) The authorized, issued and outstanding capital stock of each of the Companies are set forth in Schedule 5.3. All of the issued and outstanding shares of capital stock of each of the Companies are duly authorized, validly issued, fully paid and nonassessable. Except as set forth in Schedule 5.3, there are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of any of the Companies or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such additional shares, nor is any of the Companies committed to issue any such option, warrant, right or security.

(b) The Shares are owned of record and beneficially by Seller. Seller has good and valid title to the Shares, free and clear of any and all liens, claims, restrictions, encumbrances, security interests or options ("Encumbrances") and good and valid title to the Shares, free and clear of any and all Encumbrances will pass to Buyer on the Closing Date. Except as set forth on Schedule 5.3, Newco owns all shares of capital stock of the Other Companies, free and clear of any Encumbrances.

5.4. Equity Interests. Except as set forth in Schedule 5.3, none of the Companies or the European Companies has, directly or indirectly, any equity interest

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in any other corporation, joint venture, partnership or other entity.

5.5. Financial Statements. Seller has heretofore furnished Buyer with copies of the following financial statements: (i) combined balance sheets for the Companies and the European Companies as of December 31, 1991 and as of March 31, 1992, and (ii) combined income statements and statements of cash flow (or, if applicable, changes in financial position) for the year ended December 31, 1991, and the period ended March 31, 1992 (such balance sheets and income statements and statements of cash flow (or, if applicable, changes in financial position), together with the comments thereto, being collectively referred to as the "Financial Statements"). The Financial Statements are attached hereto as Annex A. To the Knowledge of Seller, the Financial Statements have been prepared in conformity with the Accounting Principles as applied by the Companies on a consistent basis throughout the period covered by such statements and the accounting principles used in the preparation of the Financial Statements are consistent with the accounting principles used by Seller and amended from time to time in the preparation of its financial statements for the years 1989, 1990 and 1991. To the Knowledge of Seller, except as disclosed in the Reference Balance Sheet or in Schedule 5.5, as of March 31, 1992 there were no actual or contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Reference Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies nor as of the Closing, any contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Final Closing Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies.

5.6. Absence of Certain Changes or Events. To the Knowledge of Seller, except as set forth on Schedule 5.6, or specifically required by the Agreement to consummate the transactions contemplated by the Agreement, since December 31, 1991, the Companies have conducted their businesses in the ordinary and usual course, and there has not been (i) any change or amendment to the charter, by-laws or other organizational agreements of any of the Companies, (ii) any issuance or sale of any shares of capital stock of any of the Companies, or options, warrants or other rights of any kind to acquire any such shares or securities convertible into or securities exchangeable for, or which otherwise confer on the holder thereof any rights to acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing, (iii) any non-cash dividends declared, set aside, paid or made with respect to the capital stock of any

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of the Companies, except as provided in Section 7.3(b), (iv) any damage, destruction or other casualty loss of any asset or assets of the Companies (whether or not covered by insurance) which, singly or in the aggregate, has a Material Adverse Effect, (v) any increase in the compensation payable or to become payable by any of the Companies to any of its officers, directors or employees, or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made by any of the Companies for or with any such officers, directors or employees, except in the ordinary course of business consistent with past practice (vi) any labor dispute, other than routine labor matters, (vii) any transaction between any of the Companies on the one hand and any of Seller, Cyprus or any of their Affiliates (other than the Companies) on the other hand, other than transactions in the ordinary and usual course of business, (viii) any acquisition or disposition of businesses or assets, other than in the ordinary course of business, (ix) any increased production or purchase of inventory in anticipation of the transactions contemplated by this Agreement, (x) any increase or decrease in the accounts receivable or accounts payable of the Companies in anticipation of the transactions contemplated by this Agreement or (xi) any other event or change of condition of any character which, singly or in the aggregate, has had or is reasonably likely to have a material adverse effect on the assets, businesses, financial condition, results of operations or, to the extent the event or change is caused by Seller, prospects, of the Companies taken as a whole.

5.7. Title to Personal Properties; Absence of Liens. To the Knowledge of Seller, except as set forth on Schedule 5.7, each of the Companies has good and valid title to, or valid and subsisting leasehold or other possessory interests in, all of its personal properties and assets reflected on the Reference Balance Sheet (except for property and assets disposed of since the date of the Reference Balance Sheet) or acquired since the date of the Reference Balance Sheet and required by the Accounting Principles to be recorded on the balance sheets of such Company, free and clear of any Encumbrances, except for Encumbrances which, individually or in the aggregate, do not exceed [redacted].

5.8 Real Property Matters:

(a) Title to Real Properties; Absence of Liens. To the Knowledge of Seller, the Companies (i) own good and valid fee simple title in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Fee Property"), free and clear from any and all Encumbrances other than those identified as

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Permitted Exceptions on Schedule 5.8 (the "Permitted Exceptions"), (ii) own good and valid fee simple title to certain mineral rights pursuant to certain Deeds more particularly identified by parcel on Schedule 5.8 (the "Mineral Property") (iii) hold valid and subsisting leasehold estates in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Leased Property"), pursuant, in each case, to a valid and subsisting lease (individually, "Lease" and collectively, the "Leases") identified, as to each Leased Property, on Schedule 5.8. and (iv) hold a possessory interest in certain unpatented mining claims subject to the paramount title of the United States Government as set forth on Schedule 5.8 (the "Possessory Property"). The Fee Property, the Mineral Property, the Leased Property and the Possessory Property are hereinafter referred to as the "Real Property". To the Knowledge of Seller, Schedule 5.8 also includes a complete and accurate list of all patented and unpatented mining claims of the Companies.

(b) Wetlands. To the Knowledge of Seller, except as set forth on Schedule 5.8, there does not exist any written survey, study or report which claims specifically that any portion of the Real Property is a wetland as that term is used and defined in The Clean Water Act, 33 U.S.C. §§ 1251 et seq., as amended, which would render previously disclosed talc reserves unrecoverable.

(c) Real Property Records. Seller has made available to Buyer, to the extent in Seller's possession or control, or in the possession or control of one of the Companies, copies of any documents directly relating to the Real Property, including, without limitation, copies of any and all title insurance policies, title commitments, title abstracts; deeds and options; leases and pipeline documents; plans and surveys; and environmental studies, surveys and reports. In addition, in the event any additional items become available to Seller during the term of this Agreement, Seller shall promptly make such items or copies of such items available to Buyer.

(d) Preservation of Mineral Rights. To the Knowledge of Seller, except as set forth in Schedule 5.8, the Companies have good and valid title or possessory interest (where indicated) to the mineral rights located on the Real Property and each of them and its respective immediate predecessors have complied in all material respects with the requirements of any

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and all federal, state or local laws or ordinances related to the preservation of such mineral rights.

(e) Operations Within Boundary Lines. To the Knowledge of Seller, except as set forth in Schedule 5.8, the activities conducted by any of the Companies and the improvements located on the Real Property are in all material respects within the boundary lines of the Real Property as described in Schedule 5.8 and there are no material encroachments by others onto the Real Property.

(f) Condemnation. To the Knowledge of Seller, there is not now pending any condemnation or similar proceeding which affects the Real Property or any portion thereof. Seller has received no notice that any such proceeding or taking by condemnation is contemplated.

5.9 Litigation. To the Knowledge of Seller, except as set forth on Schedule 5.9, there is no action, suit, proceeding or investigation pending or threatened against any Company or relating to any Company's properties, at law, in equity or otherwise, in, before, or by any court or governmental agency or authority. To the Knowledge of Seller, there are no unsatisfied judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a court, an administrative agency or by an arbitrator) against any of the Companies or against any Real Property or any other of their properties, assets or businesses.

5.10 Compliance with Law. To the Knowledge of Seller, except as with respect to matters set forth in Section 5.16 which are covered therein, and except as set forth on Schedule 5.10, the business of each Company is being conducted, and has at all times during the last three years been conducted by a Company or its predecessor, in material compliance with all laws, ordinances and regulations of any governmental entity, common law and equitable doctrines applicable to such Company (including, without limitation, Non-Environmental Laws). To the Knowledge of Seller, all material governmental approvals, permits and licenses required by any Company in connection with the conduct of its business have been obtained and are in full force and effect and are being complied with in all material respects.

5.11 Contracts. (a) To the Knowledge of Seller, Schedule 5.11 sets forth each written contract or agreement outstanding as of the date hereof to which any Company is a party or to which any of its properties are bound and which,

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(i) involves future payment or receipt of in excess of [redacted] or future performance or receipt of services or delivery or receipt of goods and materials, in each case with an aggregate value in excess of [redacted], including, but not limited to, sale and purchase agreements, distributorship agreements and loan agreements, notes and other financing documents;

(ii) is a guarantee in respect of indebtedness of any Person (other than a Company) which may involve future payment by a Company in excess of [redacted], or is a mortgage, security agreement or other collateral arrangement securing indebtedness of any Person (other than a Company) and creating Encumbrances on properties and assets of a Company;

(iii) is a lease providing for monthly rental payments by a Company in excess of [redacted] (exclusive of charges for taxes, insurance, utilities, maintenance and repair);

(iv) is an employment or consulting contract or is a collective bargaining agreement;

(v) is a technology license agreement;

(vi) contains a change of control provision or provisions of similar effect;

(vii) is between any Company and Seller or any of Seller's Affiliates (other than any Company);

(viii) is not an arm's-length agreement; or

(ix) contains any restriction on the Companies ability to compete with any other business.

(b) To the Knowledge of Seller, there is no material default by any Company or any other party, under any contract or agreement set forth or described in Schedule 5.11.

5.12. Brokers and Intermediaries. Except for Dillon Read & Co., neither Seller nor any Company has employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's or similar fee or commission in connection therewith or upon the consummation thereof. Seller shall be responsible for making any payments to which Dillon Read & Co. shall be entitled.

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5.13. Tax Matters. (a) Except as set forth in Schedule 5.13, (i) all Returns with respect to Taxes that are required to have been filed by or with respect to the Seller's Group prior to the date of this Agreement, including any of the Companies, have been duly filed, (ii) all Taxes shown to be due on the Returns referred to in clause (i) or in assessments received have in either case been paid in full, (iii) the Returns referred to in clause (i) have been examined by the Internal Revenue Service or the appropriate state, local or foreign taxing authority or the period for assessment of the Taxes in respect of which such Returns were required to be filed has expired, (iv) all deficiencies asserted or assessments made as a result of such examinations have been paid in full, (v) no issues that have been raised by the relevant taxing authority in connection with the examination of any of the Returns referred to in clause (i) are currently pending, (vi) no waivers of statutes of limitation have been given or requested by or with respect to any Taxes of the Seller's Group or any of the Companies, (vii) there are no adjustments required by Section 481 of the Code or similar carryover items that would affect the income tax liability of any of the Companies for a tax year that ends after the Closing Date, and (viii) no adjustments have been made or proposed by the Internal Revenue Service or the appropriate state, local or foreign taxing authority with respect to any of the Returns referred to in clause (i) which would in any way affect the liability for Taxes of any of the Companies for any taxable year or periods ending after the Closing Date.

(b) No tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transfer contemplated by this Agreement.

(c) As a result of Buyer's purchase of the Shares, neither Buyer nor any Company will be obligated to make a payment to an individual that would be a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future.

5.14. Employee Benefits.

(i) All benefit plans, contracts or arrangements having a benefit value exceeding, in present value terms (determined using a discount rate of 8-1/2% per annum), [redacted] (regardless of whether they are funded or unfunded, foreign or domestic, contractual or not) covering current employees or former employees of the Companies (the "Employees"), including, but not limited to, "employee

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benefit plans" within the meaning of Section 3(3) of ERISA, and plans of deferred compensation (the "Benefit Plans"), are listed in Schedule 5.14. True and complete copies of all Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any Benefit Plans, summary plan descriptions and all amendments thereto have been made available to Buyer.

(ii) To the Knowledge of Seller, all employee benefit plans, other than "multiemployer plans" within the meaning of Section 3(37) or 4001(a)(3) of ERISA, covering Employees (the "Plans"), to the extent subject to ERISA, are in substantial compliance with ERISA. To the Knowledge of Seller, except as set forth on Schedule 5.14, each Plan which is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA ("Pension Plan") and which is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter, or is currently the subject of a request for a determination letter, from the Internal Revenue Service, and Seller is not aware of any circumstances likely to result in refusal or revocation of any such favorable determination letter. To the Knowledge of Seller, there is no material pending or threatened litigation relating to the Plans. To the Knowledge of Seller, the Companies have not engaged in a transaction with respect to any Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject the Companies to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which, individually or in the aggregate, would be material.

(iii) To the Knowledge of Seller, no liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by the Companies with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with any Company under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate"). To the Knowledge of Seller, the Companies have not incurred and do not expect to incur any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate). To the Knowledge of Seller, no notice of a "reportable event", within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Pension Plan or by any ERISA Affiliate within the 12-month period ending on the date hereof.

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(iv) To the Knowledge of Seller, all contributions required to be made under the terms of any Benefit Plan have been timely made. Neither any Pension Plan nor any single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. To the Knowledge of Seller, the Companies have not provided, or are required to provide, security to any Pension Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

(v) To the Knowledge of Seller, except as previously disclosed in writing to the Buyer, under each Pension Plan which is a single-employer plan, as of the last day of the most recent plan year ended prior to the date hereof, the actuarially determined present value of all "benefit liabilities", within the meaning of Section 4001(a)(16) of ERISA (as determined on the basis of the actuarial assumptions contained in the Plan's most recent actuarial valuation), did not exceed the then current value of the assets of such Plan, and there has been no material change in the financial condition of such Plan since the last day of the most recent plan year. To the Knowledge of Seller, the withdrawal liability of the Companies under each Benefit Plan which is a multiemployer plan to which the Companies or an ERISA Affiliate has contributed during the preceding 12 months, determined as if a "complete withdrawal", within the meaning of Section 4203 of ERISA, had occurred as of the date hereof, does not exceed [redacted].

(vi) To the Knowledge of Seller, the Companies have no obligations for post retiree health and life benefits under any Benefit Plan, except as set forth on Schedule 5.14. To the Knowledge of Seller, there are no restrictions on the rights of the Companies to amend or terminate any such Benefit Plan or any post retirement medical plan covering Active Employees without incurring any liability thereunder, except for any restrictions set forth in the Plan or arising under a collective bargaining agreement.

5.15. Patents and Trademarks. To the Knowledge of Seller, the Companies own or have the rights to use, without payment of any consideration, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and rights which are necessary for use in connection with the businesses of the Companies (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights owned by the Companies are described on Schedule 5.15 hereto. To the Knowledge of Seller, the use and registration of the

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Intellectual Property Rights do not conflict with the intellectual property rights of any other person, firm or corporation and no other person's, firm's or corporation's operations conflict with the use and registration of the Intellectual Property Rights. To the Knowledge of Seller, there are no suits pending or threatened by any of the Companies claiming a conflict by such Company with any intellectual property rights of third parties or a conflict by any third party claiming a conflict by such third party with any of the Intellectual Property Rights.

5.16. Environmental Matters. For the purpose of this Section 5.16 only, and expressly not for the purpose of Section 11.3 hereof, "Predecessors" shall mean the companies that operated Seller's talc business immediately prior to the creation of Newco. Except as set forth on Schedule 5.16:

(a) Each of the Companies has obtained all material permits, licenses and other such authorizations required to be obtained by it for the operation of its business under all applicable Environmental Laws.

(b) Each of the Companies is, and each of the Companies and its Predecessors has been, in material compliance with all applicable Environmental Laws.

(c) None of Seller, any Company or any of their respective Predecessors have received any written notice during the last six years of any material violation of any Environmental Law by the Companies or their respective Predecessors, and there are no civil, criminal or administrative actions, suits, hearings, proceedings, written notices of violations, claims or demands pending or, to the Knowledge of Seller, threatened against any Company or with respect to any property owned or previously owned by any Company or its Predecessor under any Environmental Law. None of the Companies has received any written notice of any actual or threatened Release of any Hazardous Substance in violation of any Environmental Law.

(d) None of the Companies or any of its Predecessors have generated, transported, or disposed, and none of the Companies is generating, transporting or disposing, of any Hazardous Substances to, in, upon, about, or under any property wherever situated, which have resulted in a Release giving rise to any material claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines, or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

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(e) None of the Companies and no other party has been involved in any activity in, upon, about, or under the Real Property or any parcel or portion thereof, and none of the Companies or any of its Predecessors have been involved in any activity in, upon, about, or under any property previously owned by any Company or its Predecessors, in connection with the generation, use, handling, treatment, removal, storage, clean up, transport, or disposal of any Hazardous Substances which have resulted in a Release giving rise to any claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

(f) To the Knowledge of Seller, there are not now any underground storage tanks (as such term is defined in 40 CFR § 280.12) in, upon, about or under any of the Real Property or any parcel or portion thereof.

(g) Seller has made available in writing to Buyer which equipment of the Companies contain PCB and Seller has made available to Buyer all reports relating thereto.

(h) There are not now, nor has there ever to the Knowledge of Seller been, any areas in, upon, about, or under the Real Property or any parcel or portion thereof which should have been permitted as treatment, storage, or disposal facilities under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.

5.17 Improper Payments. To the Knowledge of Seller, no improper payment has been made by or on behalf of any of the Companies which is in violation of any applicable federal, state, local or foreign law.

5.18 Insurance. Full and complete copies of all property and casualty insurance policies which currently insure each of the Companies have been made available to Buyer.

5.19 Talc Reserves. Seller has made available its talc reserve written data to Buyer. To the Knowledge of Seller, Seller's reporting of talc reserves is consistent with the reserve reporting requirements of the U.S. Securities and Exchange Commission.

5.20 Entire Business. The Companies and the European Companies conduct all of the talc business of Seller and its Affiliates and own (without any right, title or encumbrance in favor of Seller or any of its Affiliates other than the Companies) all of the assets, rights or interests relating to such business, other than Cyprus logos

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and the Hamm Underground Mine Property, that are owned by Seller or any of its Affiliates. The assets of the Companies as of the Closing Date will be sufficient to enable the Companies to carry out the talc business of Seller and its Affiliates as presently conducted by Seller and its Affiliates.

5.21 Mining and Technical Matters. (a) For the purposes of this representation and warranty, "Mineral Rights" means all rights, leases, concessions, licenses and other entitlements to explore for, mine and extract all and any minerals.

(b) To the Knowledge of Seller, except as set forth on Schedule 5.8, each Company is duly authorized to carry on production of minerals in each jurisdiction where it presently carries on such activities, has good and valid title to all Mineral Rights required in connection with its current operations and possesses all rights of access, easements, rights to water, power and other services necessary for the said operations.

(c) To the Knowledge of Seller, each Company is duly authorized to carry on exploration for minerals (where such exploration is currently in progress) in each jurisdiction where it carries on such activities.

(d) To the Knowledge of Seller, all Mineral Rights held by a Company are in full force and effect and, free from cancellation, forfeiture or any accrued right of termination and there has been no material adverse change in the condition of or rights under the same except depletion of ore reserves due to operations in the ordinary course of business; provided, however, that with respect to cancellation of possessory interests, Seller only represents and warrants that it has not received any written notice of cancellation.

(e) To the Knowledge of Seller, no Company has received any notice of default or claim of default or of any current or threatened expropriation, withdrawal or cancellation of any Mineral Rights nor are there any suits or proceedings in progress or pending or threatened against or affecting any Mineral Rights or the minerals produced therefrom which, if decided adversely, would materially prejudice the Mineral Rights or the rights enjoyed thereunder.

(f) To the Knowledge of Seller, except as set forth on Schedule 5.8, none of the Mineral Rights nor the production of minerals thereunder is subject to any royalty, production payment, lien, charge, security interest or other

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encumbrance, and no Company is obliged by virtue of any prepayment under any contract providing for the sale of any such minerals or under any similar arrangement to deliver any of such minerals at any future date without then or in due course thereafter receiving full payment therefor.

(g) To the Knowledge of Seller, the records supplied to Buyer relating to:

(i) geological, geophysical, geochemical, drilling and other engineering data;

(ii) maps and drawings showing mining operations carried out;

(iii) ore reserve estimates and production data; and

(iv) metallurgical test work,

are true and accurate, within the standards of the industry, in all material respects.

5.22 Disclosure. To the Knowledge of Seller, all written information which has been given by Seller or any representative of Seller to Buyer or any representative of Buyer, is true, complete and accurate in all material respects and there are no facts, matters or circumstances which render any such information inaccurate or misleading in any material respect.

5.23 Inventory. All inventories of the Companies are of a quality and specification conforming to the usual standards used by the Companies, and except as set forth on Schedule 5.23, all inventories are reflected on the Reference Balance Sheet in accordance with the Accounting Principles to realizable value on a going-concern basis. There are no talc ores included in the inventories of the Companies that can not produce products in conformity with the Companies existing product specifications and existing production methods.

5.24 Condition of the Assets of the Companies. To the Knowledge of Seller, all of the physical assets of the Companies, including machinery and equipment, are in reasonable operating condition required for the current conduct of the business of the Companies, normal wear and tear excepted.

5.25 Accounts Receivable. To the Knowledge of Seller, all accounts receivable of the Companies and the European Companies shown on the Reference Balance Sheet, and

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all accounts receivable arising thereafter and prior to the Closing shown in the books of the Companies, arose and will arise in the ordinary course of business and are fully collectible, except to the extent a bad debt reserve has been established for such accounts receivable in accordance with the Accounting Principles.

5.26 Formation of Newco. Newco was incorporated on April 1, 1992 in the State of Delaware. Since its date of incorporation, Newco has not engaged in any activity other than activities contemplated and disclosed to Buyer in connection with the restructuring of the talc business of Seller and its Affiliates.

5.27 Working Capital of the Companies. To the Knowledge of Seller, no individual working capital item set forth on the Reference Balance Sheet has changed by more than [redacted] since the date of the Reference Balance Sheet, except for changes in the ordinary course of business of the Companies.

5.28 Disclaimer. No representations or warranties have been made to Buyer by Seller other than those expressly set forth in this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

6.1 Organization and Authority of Buyer. Buyer is a Delaware corporation, with the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, constitutes the valid, binding and enforceable obligation of Buyer.

6.2 Ability to Carry Out the Agreement. Buyer is not subject to or bound by any provision of

(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

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(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship, other restriction, or

(iv) any judgment, order, writ injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement which has not been obtained required for, the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby.

6.3. Brokers and Intermediaries. Buyer has not employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's, or similar fee or commission in connection therewith or upon the consummation thereof.

6.4. Investment. Buyer is acquiring the Shares for its own account for investment, without a view to, or for resale in connection with, the distribution thereof in violation of federal or state securities laws and with no present intention of distributing or reselling any part thereof. Buyer will not so distribute or resell any Shares in violation of any such law.

ARTICLE 7

CERTAIN COVENANTS AND AGREEMENTS OF SELLER, CYPRUS AND BUYER

7.1. Access and Information; Testing of Reserves; Notice of Breaches. (a) Seller shall permit Buyer and its representatives (including, without limitation, its public accountants, counsel and other advisors) after the date of this Agreement to have access during normal business hours, upon reasonable advance notice to Seller to the officers and directors of the Companies and/or the Seller (as appropriate), the auditors of the Companies and any and all of the premises, properties, contracts, books, records and data of or relating to each of the Companies. Without limiting the foregoing, Buyer, its public accountants, counsel and other advisors shall have the right at any time and from time to time prior to Closing to enter the Real

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Property, or any portion or parcel thereof, for the purpose of obtaining a survey, either boundary or as-built, of such Real Property, conducting Phase I environmental audits and property audits of Real Property, surveying and otherwise examining the physical, hydrological and topographical nature of the Real Property. "Phase I environmental audits" shall be understood to consist of walk-throughs of any of the Real Property or facilities thereon, review of documents relating to environmental issues, interviews of personnel with knowledge relating to environmental issues, and review of public records. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company. All information provided to Buyer pursuant hereto shall be subject to that certain confidentiality agreement executed by an affiliate of Buyer and dated April 24, 1991 (the "Confidentiality Agreement").

(b) From the date hereof through and including the Closing Date, Seller shall cause the Companies to give full access to Buyer and its representatives for the purpose of testing Seller's talc reserves, using standard industry testing techniques. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company.

7.2 Regulatory Filings. Each party hereto will furnish to the other party hereto such necessary information and reasonable assistance as such other party may reasonably request in connection with its preparation of necessary filings or submissions to any government agency related to this transaction.

7.3 Conduct of Business; Intercompany Accounts.

(a) Prior to the Closing, and except as set forth in Schedule 7.3 or otherwise contemplated by this Agreement or consented to or approved by Buyer in writing, Seller covenants and agrees that:

(i) it will cause the businesses conducted by the Companies to be operated only in the ordinary and usual course and use all reasonable efforts to preserve the properties and relationships with suppliers and customers of such businesses;

(ii) it will cause each Company not to issue or sell any shares of capital stock of such Company, or issue or sell any options, warrants or other rights of any kind to acquire any such shares or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to

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acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing;

(iii) except for the contemplated transfer of assets from Seller to Newco, it will not, other than in the ordinary course of business, cause the transfer of any material assets or contracts, or hire, fire or transfer any key employees to or from any subsidiary, division or other business unit within or among the Companies;

(iv) it will cause each of the Companies not to change or amend its charter, by-laws or other organization agreements;

(v) it will cause the Companies not to acquire or to dispose of any property, right or other asset employed in the business of the Companies, other than in the ordinary course of business (it being understood that the purchase or sale of talc reserves shall not be considered in the ordinary course of business for purposes of this paragraph (v));

(vi) it will cause the Companies to or will itself keep in full force and effect insurance on assets and Real Property and other property of the Companies or for the benefit of employees of the Companies, liability and other casualty insurance related to the Companies, and bonds on personnel of the Companies in accordance with the past practices of the Companies, and it will ensure that all proceeds received under such insurances will remain assets of the Companies at the Closing or will be transferred to the Companies prior to the Closing;

(vii) it will cause the Companies not to enter into or to amend any employment, bonus, severance or retirement contract or arrangement or any employee benefit plan with regard to the Companies;

(viii) it will cause the Companies not to increase any salary or other form of compensation payable or to become payable to any of the executives or employees of the Companies, or to pay any bonuses to any of such executives or employees, except for payments made in the ordinary course and for such payments to be made pursuant to the bonus or profit sharing provisions of the employment agreements listed on Schedule 5.14 hereto;

(ix) it will cause the Companies not to enter into, make, agree upon or to agree to enter into

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(A) other than in the ordinary course, any contract, purchase or sale order, or other commitment, or (B) any real property lease requiring an expenditure or payment in excess of [redacted] per annum or which cannot be terminated by the relevant Company within a period not exceeding 12 months;

(x) it will cause the Companies not to incur any debt or obligation for borrowed funds and not to extend credit in the sale of products, collection of receivables or otherwise, other than in the ordinary and regular course of business;

(xi) it will cause the Companies not to take any action and not to cause any action to be taken by any party, which action would materially and adversely affect the businesses of any of the Companies, including, without limitation, the state of title of any of the Companies in and to any material portion of the Real Property. It will not permit any Company to fail to exercise any option to extend or exercise any option to terminate any Lease between the date hereof and the Closing without Buyer's prior written consent as to each such non-extension or termination of any Lease, or amend or modify any such Lease except in the ordinary course;

(xii) it will not permit any of the Companies to wind up, liquidate or dissolve or to enter into any transaction of merger or consolidation; and

(xiii) it will not, and it will not permit any of the Companies to, agree to take any of the foregoing actions.

(b) Seller and Buyer agree that all intercompany accounts between Seller or any Affiliate of Seller (other than a Company) and any Company shall be settled with payment effective prior to the Closing and to the extent such settlement is not feasible at or prior to the Closing, shall be settled as soon as practicable after Closing, and such settlement shall be effective as of prior to Closing.

7.4. Employee Matters. (a) Ongoing Employment. Buyer shall ensure that all persons who were employed by any Company immediately preceding the Closing Date, including those on vacation, leave of absence or disability (whether short-term or long-term disability or workers's compensation) and those subject to or on lay-off (but only, in the case of employees subject to or on lay-off, to the extent a collective bargaining agreement providing for

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recall rights is applicable to such employees) ("Active Employees", which term shall be defined as those individuals identified above), will be employed by Buyer or any Affiliate of Buyer (including but not limited to the Companies) on the Closing Date, on substantially the same terms (regarding salary, job responsibility and location but excluding retirement and welfare benefits) as those provided to such Active Employees immediately prior to the Closing Date. The employment of any Active Employee by Buyer on the Closing Date does not create a right to ongoing employment with Buyer other than may exist under a collective bargaining agreement or an individual agreement.

(b) Welfare Benefit Plans.

(i) Seller shall retain the responsibility for providing for payment of all (A) claims of Employees under any medical, dental, hospital or health plans for previously documented physical or mental conditions in existence on the Closing Date, and provided that a claim for such condition is made within one year of the Closing Date, and (B) claims incurred under any life insurance plans for death occurring prior to the Closing Date.

(ii) Seller shall retain the responsibility for providing for payments of all long-term disability claims (including long-term disability claims that result from continuous short-term disability claims in existence on the Closing Date) arising from disabilities of Employees that occurred prior to the Closing Date and up until such time as the Employee returns to work with the relevant Company on a full-time, unrestricted basis for at least 30 days. Buyer shall assume the responsibility for providing for payments of all short-term disability claims arising from such disabilities.

(iii) Seller shall retain the responsibility for providing for payments of all worker's compensation claims made on or before the Closing Date, provided, however, that Seller shall only be liable under this paragraph (iii) for payments in excess of the amount accrued with respect thereto on the Final Closing Statement. Buyer shall assume the responsibility for providing for payments of all worker's compensation claims made after the Closing Date.

(iv) Seller shall retain the responsibility for providing Non-Represented Employees who retired (or if applicable who terminated with vested benefits) prior to the Closing Date with retiree health and life

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benefit under the Benefit Plan(s) which covered such Employees prior to the Closing Date. As of the Closing Date, Buyer assumes all liabilities for vested and non-vested post-retirement medical and life insurance benefits with respect to Non-Represented Employees who are Active Employees.

(v) Seller shall retain the responsibility for providing Employees who terminated employment with the relevant Company prior to the Closing Date (and their "qualified beneficiaries" within the meaning of Section 4980B of the Code) with the continuation of group health coverage required by Section 4980B of the Code.

(vi) Buyer shall assume Seller's obligations and responsibilities under all collective bargaining agreements covering Employees.

(c) Pension Plans.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate pension plan to be designated by Buyer (the "Buyer Pension Plan") to provide that (A) upon the transfer of assets referred to below, the service of Active Employees who participated in the Retirement Plan for Salaried Employees of Cyprus Minerals Company or the Cyprus Industrial Minerals Company Division Pension Plan for Yellowstone Mine Hourly Employees (the "Seller Pension Plans") shall be recognized for all purposes thereunder (including benefit accrual) to the extent such service was recognized under the relevant Seller Pension Plan and (B) upon such transfer, the accrued benefits under the Buyer Pension Plan of Active Employees who participated in either of the Seller Pension Plans shall in no event be less than their accrued benefits under such Seller Pension Plan as of the Closing Date.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Seller shall cause to be transferred from the trusts under the Seller Pension Plans to the trust under the Buyer Pension Plan an amount in cash equal to the actuarial present value of the "benefit liabilities" (within the meaning of Section 4001(a)(16) of ERISA) as of the Closing Date of Active Employees who participated in either of the Seller Pension Plans, together with interest at the rate of 8½% per annum from the Closing Date to the date of transfer. Determination of such actuarial present value shall be the Base Present

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Value, provided, however, that if the Alternate Present Value exceeds the Base Present Value by more than [redacted], the actuarial present value shall be the Base Present Value plus [redacted] of the difference between the Alternate Present Value and the Base Present Value. As used herein, the "Base Present Value" shall mean the actuarial present value determined on the basis of the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and [redacted] as of December 31, 1991 plus [redacted] of the actuarial present value so determined, and the "Alternate Present Value" shall mean the actuarial present value based on the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and [redacted] as of December 31, 1991, modified to (x) assume that a proportion of Employees will receive benefits upon termination or retirement under the lump sum option based upon the calculation practices currently used by Seller (including any non-qualified supplements that may be applicable) and upon deferred (or immediate, if applicable) Pension Benefit Guaranty Corporation interest rates, and (y) base the proportion of Employees assumed to take the lump sum option on the actual experience under the Seller Pension Plans over the last two years, taking into account the age and service of the Employees at termination or retirement. Such actuarial present values shall be calculated as at the Closing Date by an actuary appointed by Seller and agreed to by an actuary appointed by Buyer, and shall be reduced by the amount of any benefit payments made with respect to Active Employees after the Closing Date but prior to the date of transfer.

Pending completion of the transfers described in this paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the relevant Seller Pension Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(ii) Effective as of the Closing Date, Seller shall amend the Retirement Plan for Employees of Windsor Minerals Corporation Represented by Cement, Lime, Gypsum and Allied Workers Division of the Brotherhood of Boilermakers International, A.F.L.-C.I.O., local lodge D449 (the "Windsor Plan") and Cyprus Industrial Minerals Company Division Pension Plan for Three Forks Plant Hourly Employees (the "Three Forks Plan")to make the Buyer the "plan sponsor" (as such term is defined in Section 3(16)(B) of ERISA thereunder. Seller shall cause to be transferred, as

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soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, to a trust established by Buyer under the Windsor Plan and the Three Forks Plan, all assets attributable to such Plans held under the Cyprus Minerals Company Master Trust.

(iii) Seller shall continue to make contributions to these plans when due as required until the Closing Date. Buyer shall be responsible for making required contributions when due to these plans after the Closing Date. With respect to the Three Forks Plan and the Windsor Plan, the required contributions for 1991 and 1992 for purposes of this Agreement shall be the minimum required contribution under Section 412 of the Code as determined by an actuary appointed by Seller. Seller's share of the required contribution for 1991 will be the entire required contribution for 1991. Seller's share of the required contribution for 1992 shall be determined by multiplying the total required contribution for 1992 by the fractional portion of 1992 preceding the Closing Date. Buyer's share of the required contribution for 1992 shall be the total required contribution for 1992 minus Seller's share of the required contribution for 1992. If actual contributions to these plans by Seller exceeds Seller's share of the required contributions then Buyer shall reimburse Seller for the amount of such excess. If Seller's share of the required contributions exceeds Seller's actual contributions then Seller shall reimburse Buyer for the amount of such excess.

(iv) Buyer shall assume Seller's liability under the Grand Island, Nebraska Multiemployer Pension Plan for Members of General Drivers and Helpers Local Union #544 Affiliated with the International Brotherhood of Teamsters Afl-CIO.

(d) European Pension Liabilities. Buyer shall assume all liabilities and assets for all Benefit Plans listed on Schedule 5.14 that cover foreign employees of the Companies or the European Companies.

(e) Buyer shall assume responsibility for all liabilities, including but not limited to severance benefit liabilities and any withdrawal liabilities, arising because of Buyer's actions or omissions regarding Seller's then former Employees after the Closing Date.

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(f) Savings Plan.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate savings plan to be designated by Buyer (the "Buyer Savings Plan") to provide that (A) the service of Active Employees who participated in the Cyprus Minerals Company Savings Plan and Trust (the "Seller Savings Plan") shall be recognized for all purposes thereunder to the extent such service was recognized under the Seller Savings Plan and (B) the account balances of such Employees which are transferred from the Seller Savings Plan to the Buyer Savings Plan in accordance with this paragraph shall be fully vested at all times.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Sellers shall cause to be transferred from the Seller Savings Plan to the Buyer Savings Plan the liability for the account balances of Active Employees who participated in the Seller Savings Plan, together with assets the fair market value of which is equal to such liability.

(ii) Pending the completion of the transfer described in paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the Seller Savings Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(g) ESOP. Seller shall take all necessary actions to provide that all Active Employees are fully vested in the amounts credited to their accounts under the Cyprus Minerals Company Amended and Restated Employee Stock Ownership Plan as of the Closing Date.

(h) Indemnity. Seller agrees to defend, indemnify and hold harmless the Buyer Indemnitees against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Seller's responsibilities or obligations under this Section 6.4, and Buyer agrees to defend, indemnify and hold harmless the Seller Indemnities against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Buyer's responsibilities or obligations under this Section 6.4. The obligations of this Section 6.4 shall survive the Closing Date without limitation as to time. For purposes of this paragraph (h), the terms Buyer Indemnitees, Damages, Breach and Seller

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Indemnities have the respective meanings ascribed thereto in Section 11.1.

7.5. Tax Matters. (A) Section 338(h)(10). Neither Buyer nor Seller nor any of their respective Affiliates shall make any election pursuant to Section 338(h)(10) of the Code. Seller understands that, Buyer may make and may cause each member of its affiliated group (as defined in Section 338(h)(5) of the Code) to join in a protective carryover basis election as provided for by regulations under Section 338(e) of the Code. With regard to this election, Seller will fully cooperate and join in the election, if necessary.

(B) Liability for Taxes and Related Matters.

(i) Liability for Taxes. Seller shall be liable for and indemnify Buyer for all Taxes (including, without limitation, any obligation to contribute to the payment of a tax determined on a consolidated, combined or unitary basis with respect to a group of corporations that includes or included any of the Companies and Taxes resulting from any of the Companies ceasing to be a member of the Seller's Group) (a) imposed on Seller's Group (other than any Taxes described in the following clause (b) of the Companies for any taxable year), (b) imposed on any of the Companies or for which any of the Companies may otherwise be liable (i) for any taxable year or period that ends on or before the Closing Date and, (ii) with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year ending on and including the Closing Date. Except as set forth in (v), Seller shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(ii) Buyer shall be liable for and indemnify Seller for the Taxes of any of the Companies for any taxable year or period that begins after the Closing Date and, with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year beginning after the Closing Date. The Buyer shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(iii) Taxes for Short Taxable Year. For purposes of paragraphs (B)(i) and (B)(ii), whenever it is necessary to determine the liability for Taxes of any of the Companies for a portion of a taxable year or period that begins before and ends after the Closing

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Date, the determination of the Taxes of any Company for the portion of the year or period ending on, and the portion of the year or period beginning after, the Closing Date shall be determined by assuming that such Company had a taxable year or period which ended at the close of the Closing Date, except that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a time basis.

(iv) If, as a result of a challenge by any taxing authority to any transaction that had been treated or a tax-free transaction under Section 351 of the Code or any similar provision under state tax law, such taxing authority determines the adjusted tax basis in an asset of Newco, including the stock in any of the Other Companies, as of the Closing Date to be less than the Carryover Basis (as defined below), then Seller shall indemnify Buyer to the extent that the Carryover Basis of such asset would have produced greater tax benefits to Buyer. Payment under this paragraph shall be made at the time the adjusted tax basis in an asset of Newco is determined to be other than the Carryover Basis and shall equal the highest marginal corporate tax rate in effect on the Closing Date multiplied by the difference between the Carryover Basis and the redetermined adjusted tax basis; provided, however, that for the purposes of computing such payment, a reduction in the basis of one or more assets shall not be taken into account to the extent that the determination that resulted in a reduction in the basis of such assets also resulted in the increase in the basis in inventory, receivables or other current assets, or any asset that is amortizable, depreciable or depletable under the applicable tax law in effect on the date that such determination is made. As used herein, the term "Carryover Basis" means the adjusted tax basis in the asset as of December 31, 1991 reduced by any depreciation, depletion or other such allowance (or, in the case of stock in any of the Other Companies, by the adjustments provided for in section 1.1502-32 of the income tax regulations) properly attributable to the period between December 31, 1991 and the Closing Date.

(v) Adjustment to Purchase Price. Any payment by Buyer or Seller under this Section will be an adjustment to the Purchase Price.

(vi) Refunds from Carrybacks. If Seller becomes entitled to a refund or credit of Taxes for any period for which it is liable under paragraph (B)(i) to

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indemnify Buyer and such refund or credit is attributable solely (or in part) to the carryback of losses, credits or similar items from either a taxable year or period that begins after the Closing Date or in the case of a taxable year or period that begins before and ends after the Closing Date, that portion of the taxable year or period that begins after the Closing Date (determined under the principles of paragraph (B)(iii)), and is attributable to any of the Companies, Seller shall promptly pay to the Buyer the amount of such refund or credit (or a pro-rata share of such refund or credit if due only in part to the carryback of such losses, credits or similar items) together with any interest thereon. In the event that any refund or credit of Taxes for which a payment has been made is subsequently reduced or disallowed, the Buyer shall repay any amounts paid to it by the Seller pursuant to this paragraph and indemnify and hold harmless the Seller for any interest and penalties assessed against Seller by reason of the reduction or disallowance. Provided, however, that the preceding sentence shall not apply if the reduction or disallowance is caused by Seller's computational error.

(vii) Returns. Seller shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending on or before the Closing Date and shall pay any Taxes due in respect of such Returns, and Buyer shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending after the Closing Date and shall remit any Taxes due in respect of such Returns. Each of the Companies shall retain an officer of Seller for the sole purpose of signing the Returns that Seller is required to file pursuant to this paragraph. Seller shall pay Buyer the Taxes for which Seller is liable pursuant to paragraph (B)(i) but which are payable with Returns to be filed by Buyer pursuant to the previous sentence not less than two business days prior to the due date for the payment of such Taxes. Buyer shall provide Seller with its then best estimate of these taxes 10 business days prior to the due date for payments of such Taxes. Notwithstanding the foregoing, with regard to taxes for periods that begin before but end after the Closing Date, Seller shall be entitled to reduce its payment under this paragraph to Buyer to the extent of the amount accrued by the Company making the payment on the Company's balance sheet as of the Closing Date. With regard to taxes for periods that begin before but end

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after the Closing Date, Buyer shall pay Seller, within five (5) business days of making a payment for the applicable taxes to a tax authority, any amounts accrued on the Final Closing Statement of the Company making the payment, for the particular liability for tax, in excess of the applicable tax.

(viii) Contest Provisions. Buyer shall promptly notify Seller in writing upon receipt by Buyer, any of its Affiliates or any of the Companies of notice of any pending or threatened audit or assessment by any federal, state, local or foreign taxing authorities which may affect the tax liabilities of any of the Companies for any periods for which Seller would be required to indemnify Buyer pursuant to paragraph (B)(i), provided that failure to comply with this provision shall not affect Buyer's right to indemnification hereunder. Seller shall have the sole right to represent any Company's interests in any tax audit or administrative or court proceedings relating to taxable periods ending on or before the Closing Date, and to employ counsel of its choice at its expense. Notwithstanding the foregoing, Seller shall not be entitled to settle, either administratively or after the commencement of litigation, any claim for Taxes which would adversely affect the liability for Taxes of the Buyer or any of the Companies for any period ending after the Closing Date to any extent (including, but not limited to, the imposition of income tax deficiencies, the reduction of asset basis or cost adjustments, the lengthening of any amortization or depreciation periods, the denial of amortization or depreciation deductions, or the reduction of loss or credit carryforwards) without the prior written consent of Buyer. Such consent shall not be unreasonably withheld, and shall not be necessary to the extent that Seller has indemnified the Buyer against the effects of any such settlement. Buyer shall have the sole right to represent any Company's interest in any tax audit or administrative or court proceeding for any taxable year or period that begins before but ends after the Closing Date. Neither Buyer nor any of the Companies may agree to settle any tax claim for the portion of the year or period ending on the Closing Date which may be the subject of indemnification by Seller under paragraph (B)(i) without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(ix) Termination of Tax Allocation Agreements. Any tax allocation or sharing agreement or arrangement, whether or not written, that may have been

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entered into by Seller or any member of Seller's Group and any of the Companies shall be terminated as to each of the Companies as of the Closing Date, and no payments which are owed by or to any of the Companies pursuant thereto shall be made thereunder.

(C) Transfer Taxes. Seller and Buyer shall each be liable for one half the transfer, sales, use or other similar taxes arising under any state, local or foreign law from the sale of the Shares, including any real property transfer taxes. Buyer and Seller shall cooperate fully in making any payment, withholding any amount or filing any return or information which is required with respect to a transfer, sales, use or other similar tax described in the preceding sentence. The party responsible under state, local or foreign law for making such payment, withholding such amount or filing such return or information with respect to such transfer, sales, use or other similar taxes shall undertake to fulfill that responsibility; provided, however, that Seller must inform Buyer of any payment that must be made by Buyer, amount that must be withheld by Buyer or return or information that must be filed by Buyer with respect to such transfer, sales, use or other similar taxes.

(D) Information to be Provided by Buyer. With respect to the periods in 1992 prior to the Closing Date, Buyer shall promptly cause each of the Companies to prepare and provide to Seller a package of tax information materials (the "Tax Package"), which shall be completed in accordance with past practice including past practice as to providing the information, schedules and work papers and as to the method of computation of separate taxable income or other relevant measure of income of each of the Companies. Buyer shall cause the Tax Package described in this paragraph to be delivered to Seller by December 31, 1992.

(E) Assistance and Cooperation. After Closing Date, each of Seller and Buyer shall:

(i) assist (and cause their respective Affiliates to assist) the other party in preparing any Returns or reports with such other party is responsible for preparing and filing in accordance with this Section;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding any Returns of any of the Companies;

(iii) make available to the other and to any taxing authority as reasonably requested all

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information, records, and documents relating to Taxes of any of the Companies;

(iv) provide timely notice to the other in writing of any pending or threatened tax audits or assessments of any of the Companies for taxable periods for which the other may have a liability under this Section; and

(v) furnish the other with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any such taxable period.

(F) Record Retention. Seller will continue to store and maintain the original copies of any federal, state, local or foreign tax return or report for any year still open for audit by any taxing authority for any period up to and including the taxable years or periods ending on or before the Closing Date and any work papers prepared exclusively for purposes of filing such returns. Seller will provide Buyer with copies of all such returns and work papers that have been prepared within 10 days after the Closing Date and with copies of subsequent returns and work papers as soon as possible after such returns and work papers are prepared. Seller will notify Buyer prior to the destruction of any records mentioned in this subsection (F) and provide Buyer with the option of continuing to store and maintain such records on its own behalf.

(G) Survival of Obligations. The obligations of the parties set forth in this Section shall be unconditional and absolute and shall remain in effect without limitation as to time.

7.6. Insurance. To the extent that (i) there are third-party insurance policies maintained by Seller and its Affiliates (other than the Companies) ("Seller's Insurance Policies") insuring against any loss, liability, damage or expense relating to the assets, businesses, operations, conduct, products and employees (including former employees) of the business of any Company (all such losses, liabilities, claims, damages or expenses, regardless of the availability of insurance coverage, are herein referred to collectively as the "Business Liabilities") and relating to or arising out of occurrences prior to the Closing, and (ii) Seller's Insurance Policies continue after the Closing to permit claims ("Claims") to be made with respect to such Business Liabilities relating to or arising out of occurrences prior to the Closing, Seller agrees to cooperate and cause such Affiliates to cooperate with Buyer and the Companies in submitting Claims on behalf of Buyer or such

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Companies under Seller's Insurance Policies with respect to such Business Liabilities relating to occurrences prior to the Closing.

7.7. Books and Records. Except for tax records covered by Section 7.6(F), Buyer will, and will cause each Company to, for a period of six years after the Closing, retain all books, records and other documents pertaining to the businesses of the Companies in existence on the Closing Date and to make the same available after the Closing Date for inspection and copying by Seller or any Affiliate of Seller at Seller's expense during the normal business hours of Buyer or such Company, as applicable, upon reasonable request and upon reasonable notice. Without limiting the generality of the foregoing, Buyer will, and will cause each Company to, make available to Seller, the Affiliates of Seller and their respective representatives all information deemed necessary or desirable by Seller or such Affiliates in preparing their respective financial statements and Tax returns and conducting any audits in connection therewith.

7.8. Announcements. Prior to the Closing, neither Seller nor Buyer will issue any press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other (which consent shall not be unreasonably withheld), except as may be required by applicable law, stock exchange regulation or in connection with Buyer obtaining the approval of its shareholders.

7.9. Interim Use of Names. Except as provided in this Section 7.9, no interest in or right to use the name "Cyprus" or any derivation or logo thereof is being transferred hereunder. The parties agree that Buyer shall, as promptly as practicable but in any event within forty-five (45) days following the Closing Date, file an amendment with the appropriate authorities to eliminate the name Cyprus from the name of each Company, and within one year following the Closing Date, remove or obliterate all such trade names, trademarks and logos from all signs, purchase orders, invoices, sales orders, packaging stock, labels, letterheads, shipping documents and other materials used by it or any of its Affiliates (including but not limited to the Companies). For a period of sixty (60) days after the Closing Date, Buyer and its Affiliates (including the Companies) may continue to use any purchase orders, invoices, sales orders, letterheads or shipping documents which bear the name Cyprus, provided that after such sixty (60) days' period, Buyer and its Affiliates (including the Companies) shall cease to use (i) any purchase orders, invoices, sales orders, letterheads or shipping documents existing on the date hereof, which bear the name "Cyprus" or

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any name confusingly similar thereto, without first obliterating or covering such name, mark or logo, or (ii) any such materials not in existence on the Closing Date which bear such name, mark or logo. Except to the extent contemplated above, Buyer will not, and will cause each of its Affiliates (including but not limited to the Companies) not to, misappropriate, misrepresent or otherwise infringe, abuse or diminish the value of said names.

7.10. No Shopping. Between the date hereof and the earlier of the Closing Date and the termination of this Agreement, neither Seller nor any of its Affiliates shall, directly or indirectly, through any officer, director or agent or otherwise, in any manner solicit, initiate, encourage, or participate in any negotiation in respect of or cooperate with any person making an Acquisition Proposal (as hereinafter defined). The term "Acquisition Proposal" means any proposal for a merger with the Companies or for the acquisition of all or substantially all the assets of the Companies or the Shares.

7.11. Computer Technology and Other Interim Services. For a period not to exceed six months following the Closing, Seller will provide to the Companies such computer services of the types and of substantially the same standard of service that Seller has provided prior to the date hereof, as and to the extent Buyer shall require, at Seller's cost. Buyer shall only be billed for such services to the extent Seller's cost for such services exceeds [redacted]. Buyer shall be responsible for obtaining all required software licenses that are necessary for Seller to provide such computer services to the Companies after Closing. Buyer shall be responsible for all costs associated with obtaining the software licenses required by the Companies and for all costs associated with establishing such computer services separate from Seller's processing systems to provide for adequate security, efficient processing, and transfer of historical data as may be required by Buyer. Nothing herein shall prevent Buyer from contracting directly with Seller's computer services vendor. Buyer, Seller and the Companies, shall use reasonable efforts to minimize data processing costs including costs associated with the utilization of transitional operational systems and software packages. Other transitional support services provided to Buyer and the Companies by Seller after the Closing will be performed at Buyer's expense but at an amount equal to Seller's cost.

7.12. Barite Tolling Agreement. For as long as the Companies operate the Houston Mill lease, or for a maximum of one year from the Closing, if the operation continues after such one year period, Buyer shall provide to

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Seller reasonable barite toll grinding services at the Houston Mill on negotiated fair market value terms. Buyer shall provide Seller, and a purchaser and subsequent purchaser of Seller's facilities to the extent of using it only with respect to such facility, with a non-assignable perpetual, royalty free license to utilize the Nichols classifier technology.

7.13. Best Efforts. Subject to the terms and conditions herein provided, each of Buyer and Seller agree to cooperate and to use their respective best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, obtaining consents under all contracts and agreements, requiring consent to be assigned to Buyer.

7.14. Covenant Not to Compete. (a) Subject to Seller's right to engage in the barite business, for a period of five years after the Closing, Seller will not, and will cause each of its Affiliates not to engage in any talc business that directly, or indirectly, competes with the businesses of the Companies, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(a) shall prohibit Seller or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a talc business.

(b) For a period of five years after the Closing, Buyer will not, and will cause each of its Affiliates not to engage in any barite business that directly, or indirectly, competes with the barite business of Seller, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(b) shall prohibit Buyer or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a barite business.

(c) After the Closing, Seller will not, and will cause each of its Affiliates not to, utilize the trade secrets to be transferred to Buyer pursuant to this Agreement to engage in any business that directly, or indirectly, competes with the businesses of the Companies, or disclose to any Affiliate or any other person any such trade secrets or, within five years after the Closing, any other confidential information relating to the Companies or its properties, except that Seller may make disclosures, after consultation with Buyer, as required by law or applicable rules of a stock exchange. It is understood that confidential information does not include information which is or becomes publicly available without Seller's fault.

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(d) For a period of three years after the Closing Date, Seller will not and will cause each of its Affiliates not to, except with Buyer's prior written consent (which consent shall not be unreasonably withheld), hire or employ, or solicit the hiring or employment of, any employee of the Companies.

(e) Seller and Buyer agree that, if any provision of this Section 7.14 should be adjudicated to be invalid or unenforceable, such provision shall, to the extent permitted by law, be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent any such provision may be made valid and enforceable in such jurisdiction by limitation of the scope of the activities, geographical area or time period covered, Seller and Buyer agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the laws and public policy applied in such jurisdiction.

7.15 Nihon Mistron. Pursuant to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco, Seller has agreed to transfer to Newco, its record and beneficial ownership of [redacted] of the issued and outstanding shares of Nihon Mistron Company. If Seller is unable to transfer such shares to Newco because the other parties in the joint venture exercise their preemptive right to purchase such shares, the proceeds from such sale shall immediately be delivered to Buyer.

7.16 Hamm Underground Mine Property. The parties have agreed that Seller shall retain title to the Hamm Underground Mine Property and shall be responsible for all costs associated with any required clean up of such property. Any required clean up shall be performed as soon as reasonably practicable. At such time as such property is in material compliance with all applicable Environmental Laws, Buyer shall have the option to purchase such property for one dollar in cash.

7.17 Buyer's Insurance. For as long as Seller may be liable to indemnify Buyer pursuant to this Agreement, Buyer agrees to maintain business interruption insurance for the Companies in a manner and amount reasonable for a Company engaged in the same business as the Companies in the same area.

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ARTICLE 8

CONDITIONS PRECEDENT OF SELLER

The obligation of Seller to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

8.1. Representations and Warranties. The representations and warranties of Buyer made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date.

8.2. Agreements. Buyer shall have performed and complied in all material respects with all its undertakings and agreements required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

8.3. Buyer Certificate. Seller shall have been furnished with certificates of an authorized officer of Buyer, dated the Closing Date, certifying to the effect that the conditions contained in Sections 8.1 and 8.2 have been fulfilled.

8.4. No Injunction. No injunction, restraining order or decree of any nature of any court or governmental or regulatory authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

8.5. Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all material filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable).

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8.6. Miscellaneous Closing Deliveries. Seller shall have received such evidence as Seller may reasonably request in order to establish (i) the power and authority of Buyer to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

ARTICLE 9

CONDITIONS PRECEDENT OF BUYER

The obligation of Buyer to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

9.1. Representations and Warranties. The representations and warranties of Seller and Cyprus made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date; provided that Buyer may not invoke this Section 9.1, unless the untruthfulness of the representations and warranties in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business of the Companies as a whole.

9.2. Agreements. Seller shall have performed and complied in all material respects with all of its undertakings and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing; provided that Buyer may not invoke this Section 9.2, unless the non-compliance, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.3. Seller Certificate. Buyer shall have been furnished with a certificate of an authorized officer of Seller, dated the Closing Date, certifying to the effect that the conditions contained in Sections 9.1 and 9.2 have been fulfilled.

9.4. No Injunction. No injunction, restraining order or decree of any court or governmental or regulatory

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authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

9.5. Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable); provided that Buyer may not invoke this Section 9.5 unless the failure to obtain or effect such consents, approvals and authorizations, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.6. Miscellaneous Closing Deliveries. Buyer shall have received such evidence as Buyer may reasonably request in order to establish (i) the power and authority of Seller and Cyprus to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

9.7 Newco Closing. The Closing of the transactions contemplated in the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco shall have occurred to Buyer's reasonable satisfaction.

9.8 J&J Non-Termination. Johnson & Johnson Consumer Products, Inc. ("J&J") shall not have given notice of termination to Cyprus or its Affiliates or to Buyer pursuant to the Talc Supply Agreement by and between Windsor Minerals Inc. and J&J, dated January 6, 1989.

ARTICLE 10

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

10.1. Survival of Representations and Warranties. (a) Except as specified in Section 10.1(b) hereof, all representations and warranties of Seller

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included or provided for herein or in any schedule or in any certificate or other document delivered pursuant to this Agreement shall survive for a period of one year after the Closing Date and shall thereafter expire except with respect to breaches and violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

(b) The representations and warranties contained in Sections 5.1, 5.3. 5.4 and 5.13 of this Agreement shall survive the Closing Date until the expiration of the limitation period under the applicable statutes of limitations (or any extensions thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors. The representations and warranties contained in Section 5.16 of this Agreement shall survive for a period of thirty (30) months after the Closing and shall thereafter expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

ARTICLE 11

INDEMNIFICATION

11.1. Indemnification of Buyer and its Affiliates. Subject to Section 11.4, Seller and Cyprus, jointly and severally, agree to defend, indemnify and hold harmless Buyer, its Affiliates and its successors and assigns (individually, a "Buyer Indemnitee", and collectively, the "Buyer Indemnities") against and in respect of:

(a) any and all losses, claims, damages, liabilities, costs and expenses ("Damages") caused by, resulting or arising from or otherwise relating to (i) any failure by Cyprus or Seller to perform or otherwise fulfill or comply with any provision of this Agreement; (ii) any breach or violation ("Breach") of any representation or warranty of Cyprus or Seller hereunder, or (iii) any claim arising out of or relating to the operation of the businesses of any of the Companies or either of the European Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date;

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(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.2. Indemnification of Seller and Its Affiliates. Subject to Section 11.4, Buyer agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates, and their respective successors and assigns (individually, a "Seller Indemnitee", and collectively, the "Seller Indemnities") against and in respect of:

(a) any and all Damages caused by, resulting or arising from or otherwise relating to (i) any failure by Buyer to perform or otherwise fulfill or comply with any provision of this Agreement, or (ii) any Breach of any representation or warranty of Buyer hereunder;

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.3. (a) Environmental Indemnification. Subject to Section 11.3(c), and except to the extent disclosed in Schedule 11.3 or to the extent Dr. Graham B. Lawson, J. Stevenson, Richard Gaunt or John Paulson has actual knowledge on the date hereof of a matter that would give rise to a valid claim under (ii), (iii) or (iv) below, with respect to any written claim, specifying in reasonable detail to the extent known, made by Buyer within thirty (30) months of the Closing Date, Seller and Cyprus shall jointly and severally indemnify and hold Buyer Indemnitee harmless from and against any and all damages, losses, liabilities, actions, claims, costs and expenses (including, without limitation, removal costs, remediation costs, fines, penalties, expenses of investigation and ongoing monitoring, and reasonable attorney's fees) ("Losses") directly or indirectly based upon, arising out of, resulting from or relating to (i) any action taken by Seller with respect to the Hamm Underground Mine Property or any liability under Environmental Law relating to a present condition at the Hamm Underground Mine Property, (ii) any violation of any Environmental Law by the Companies or their predecessors or any of its employees, representatives, agents or any other person or entity acting on behalf of the Companies prior to the Closing (including, without limitation, any failure to obtain or comply with any permit, license or other approval or authorization under the provisions of any Environmental Law), (iii) any and all liabilities under any Environmental Law arising on or prior to the Closing out of or otherwise in respect of any act, omission, event, condition or

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circumstance occurring or existing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing (including, without limitation, liabilities relating to investigation, removal, remediation, containment, cleanup or abatement of the presence, Release or threatened Release of any Hazardous Substance, whether on-site or off-site) and (iv) any and all expenditures required to be incurred by the Companies (x) to enable them to operate in compliance with all applicable Environmental Laws and (y) to repair and restore all damage to any building, land or property of the Companies arising out of or relating to the removal, remediation, cleanup or abatement of the presence of any Hazardous Substance in violation of any Environmental Law existing on or prior to the Closing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing; provided, however, that Seller shall not have any liability pursuant to this Section 11.3(a) for claims brought by private individuals where there is no violation or liability under any Environmental Law. The indemnity provided in this Section 11.3 shall be without regard to any purported availability of insurance.

(b) If any governmental authority (whether federal, foreign, state or local) or if any Environmental Law shall require Buyer or any Company to effect or take any removal, remedial, corrective or similar actions ("Remedial Action"), or if any third party makes any other claim which is to be the basis for a claim for indemnification under Section 11.3 ("Other Environmental Claim"), then Buyer shall prior to taking any Remedial Action or having discussions with or reporting to the governmental authority (except in situations requiring immediate action under the applicable Environmental Law or emergency situations to preserve life or property) give prompt written notice to Seller of the required Remedial Action or the Other Environmental Claim. Seller, at its option, by notice to Buyer given within thirty (30) days of Buyer's notice to Seller of the Remedial Action or Other Environmental Claim (or such shorter periods specified in Buyer's notice if the ordering governmental agency requires that action be taken more promptly than such thirty (30) day notice period would allow, or if Buyer reasonably determines that the existing condition which is the subject of the Remedial Action or Other Environmental Claim requires that action be taken more promptly than such thirty (30) day period would allow) shall (i) assume control of and effect such Remedial Action or defend such Other Environmental Claim at its cost and expense, or (ii) permit Buyer to control and effect such Remedial Action or defend such Other Environmental Claim at Seller's cost and expense. Any and all costs and expenses incurred or paid by Seller or

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by Buyer on Seller's account hereunder shall be considered within the term Losses and be subject to the limitations set forth in Section 11.3(c). Buyer and Seller shall cooperate with each other and shall have a right to participate in discussions with applicable government authorities in effecting any Remedial Action with a view toward promptly completing any Remedial Action, minimizing the disruptive effect of any Remedial Action on the conduct of the businesses of the Companies, avoiding the incurrence of additional environmental liabilities with respect to the existing condition as to which the Remedial Action is taken and performing any Remedial Action at the lowest reasonable cost. All Remedial Action performed by Buyer shall be performed at the lowest reasonable cost, taking into consideration the matters set forth in the preceding sentence, and subject to audit by Seller. Costs in excess of such lowest reasonable cost shall be for Buyer's account. Seller may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Buyer's prior written consent (which consent may not be unreasonably withheld). Buyer may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Seller's prior written consent (which consent may not be unreasonably withheld). If Seller elects to assume control of a Remedial Action, Buyer shall provide Seller reasonable access to the relevant properties to allow Seller to complete such Remedial Action. Buyer shall, at Seller's expense, provide reasonable access to the properties of the Companies, to the extent reasonably required by Seller in order for Seller to take Remedial Action with respect to the Hamm Underground Mine Property, provided that such access shall not have any disruptive effect on the businesses of the Companies or expose the Companies to any potential material liability.

(c) With respect to the operating sites of the Companies set forth on Schedule 11.3A, Seller's liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [redacted] in which case Seller and Cyprus shall be liable for the whole amount of such claim. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller's liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [redacted], in which

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case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property.

11.4. Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i),(ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller or Buyer is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds [redacted], in which case such party shall be liable for all such amounts; provided, however, that in no event shall either Buyer or Seller be liable for more than an amount in the aggregate equal to [redacted] for all claims made against it under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller or Buyer be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [redacted] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee can reasonably, and does actually recover pursuant to an existing business interruption insurance.

11.5. Claims. Any claim for indemnity under Section 11.1 or 11.2 hereof shall be made by written notice from the Indemnitee to the Indemnifying Party specifying in reasonable detail the basis of the claim. Except as otherwise provided herein, when an Indemnitee seeking indemnification under Section 11.1 or 11.2 receives notice of any claims made by third parties ("Third Party Claims") which is to be the basis for a claim for indemnification hereunder, the Indemnitee shall give prompt written notice thereof to the Indemnifying Party reasonably indicating (to the extent known) the nature of such claims and the basis thereof. Upon notice from the Indemnitee, the Indemnifying Party may, but shall not be required to, assume the defense of any such Third Party Claims, including its compromise or settlement, and the Indemnifying Party shall pay all reasonable costs and expenses thereof and shall be fully responsible for the outcome thereof; provided, however, that in such case, the Indemnifying Party shall have no obligation to pay any further costs or expense of legal counsel of the Indemnitee in connection with such defense and, provided, further, that the Indemnifying Person may not settle or compromise any Third Party Claims without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld). The Indemnifying Party shall

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give notice to the Indemnitee as to its intention to assume the defense of any such Third Party Claims within twenty (20) business days after the date of receipt of the Indemnitee's notice in respect of such Third Party Claims. If an Indemnifying Party does not, within twenty (20) business days after the Indemnitee's notice is given, give notice to the Indemnitee of its assumption of the defense of the Third Party Claims, the Indemnifying Party shall be deemed to have waived its rights to control the defense thereof. If the Indemnitee assumes the defense of any Third Party Claims because of the failure of the Indemnifying Party to do so in accordance with this Section 11.4, the Indemnifying Party shall pay all reasonable costs and expenses of such defense and shall be fully responsible for the outcome thereof. The Indemnifying Party shall have no liability with respect to any compromise or settlement thereof effected without its prior written consent (which consent shall not be unreasonably withheld).

11.6. Survival. Notwithstanding anything in this Agreement to the contrary, this Article 11 shall survive termination of this Agreement without limitation.

ARTICLE 12

MISCELLANEOUS

12.1. Further Assurances. From time to time after the Closing, Seller will execute and deliver, or cause to be executed and delivered, such documents to Buyer as Buyer shall reasonably request in order to vest more effectively in Buyer good title to the Shares or otherwise consummate more effectively the transactions contemplated by this Agreement, and from time to time after the Closing, Buyer will execute and deliver, or cause to be executed and delivered, such documents to Seller as Seller shall reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

12.2. Expenses. Each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts and shall pay all other expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby. Seller shall pay all expenses, including, without limitation, all taxes, duties and registration fees, incurred by it or the Companies in connection with the restructuring of the talc business of Seller and its

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Affiliates, including, without limitation, those relating to the creation of Newco.

12.3. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

12.4. Notices. All notices, requests, permissions, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of any corporation the signature shall be by an officer thereof) and delivered by hand, or by United States mail (registered, return receipt requested), properly addressed and postage prepaid:

If to Seller, to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: President

with a copy to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: General Counsel

If to Buyer, to:

RTZ America, Inc.,
150 East 58th Street
New York, New York 10155

Attention: President

with copies to:

Borax Consolidated Limited
Borax House
Carlisle Place
London
SW1P 1HT

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Attention: Mr. F. Alan S. Lesser

RTZ Corporation PLC
6 St. James's Square
London SW1Y 4LD

Attention: Charles H.H. Lawton Esq.

Sullivan & Cromwell
St Olave's House
9a Ironmonger Lane
London EC2V 8EY

Attention: David M. Kies, Esq.

Such names and addresses may be changed by such notice.

12.5. Entire Agreement. This Agreement (including the Schedules attached thereto, all of which are a part hereof) and the Confidentiality Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.

12.6. Amendments. This Agreement may be amended only by a written instrument executed by the parties or their respective successors or assigns.

12.7. Headings; References. The article, section and paragraph headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references herein to "Articles", "Sections", or "Schedules" shall be deemed to be references to Articles or Sections hereof and Schedules hereto unless otherwise indicated.

12.8. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

12.9. Parties in Interest; Assignment. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. No party to this Agreement may assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this

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Agreement; provided, however, that Seller shall have the right to assign or delegate any portion of its rights, obligations or liabilities hereunder to any Affiliate of Seller, so long as Seller and Cyprus shall remain fully liable for the fulfillment of all of its obligations and liabilities hereunder; and provided, further, that Buyer shall have the right to assign or delegate any or all of its rights, obligations or liabilities hereunder to any Affiliate of Buyer, so long as Buyer shall remain fully liable for the fulfillment of all of its obligations hereunder.

12.10. Severability; Enforcement. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder it too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

12.11. Jurisdiction. Buyer, Seller and Cyprus hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, The City of New York, for any actions, suits, or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and Buyer, Seller and Cyprus agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process of any action, suit or proceeding brought against it in any such court. Buyer, Seller and Cyprus hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such state or federal courts as aforesaid and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12.12. Waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be waiver of any such provision, nor in any way to affect the validity of this Agreement or any

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part hereof or the right of such party thereafter to enforce each and every such provisions. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach of non-compliance.

12.13. Interest. If any party to this Agreement defaults in the payment when due of any sum payable under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise), the liability of such party shall be increased to include interest on such sum from the date when such payment shall be due until the date of actual payment at a rate per annum (but not in excess of the maximum lawful rate) of three percent above the rate for three-month deposits in the London interbank market in the currency of payment, as announced by Citibank N.A. as of 11:00 A.M., London time, on the date when such payment shall be due.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By _____
Name:
Title: Senior Vice President

CYPRUS MINERALS COMPANY

By _____
Name:
Title: Senior Vice President and Chief Financial Officer

RTZ AMERICA INC.

By Arthur L Glass
Name: Arthur L Glass
Title: President

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AMENDMENT TO
STOCK PURCHASE AGREEMENT
AMONG
CYPRUS MINES CORPORATION
CYPRUS MINERALS COMPANY
and
RTZ AMERICA INC.

Dated as of June 24, 1992

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AMENDMENT DATED AS OF JUNE 24, 1992, TO STOCK PURCHASE AGREEMENT DATED JUNE 5, 1992, by and among Cyprus Mines Corporation, a Delaware corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, on June 5, 1992 the parties entered into a Stock Purchase Agreement ("Agreement");

WHEREAS, the parties desire to make certain conforming changes to the Agreement to confirm the intent of the parties;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, Buyer, Seller and Cyprus hereby agree as follows:

1. The Agreement is hereby amended to insert and delete specified words and phrases as follows:

a. On page 7, Section 3.1, at the end of the section insert "The Closing shall be effective as of the close of business on the Closing Date.";

b. On page 8, Section 3.3(c), line 1, insert "or Cyprus" after "Seller";

c. On page 8, Section 3.3(c), line 9, insert "or Cyprus" after "Seller";

d. On page 26, Section 5.28, line 2, insert "or Cyprus" after "Seller";

e. On page 48, Section 10.1(a), line 2, insert "and Cyprus" after "Seller";

f. On page 49, Section 11.1(a), line 8, insert "third party" after "any";

g. On page 49, Section 11.1(a), line 12, insert "excluding, however, any such third party claim (x) for which a Buyer Indemnitee would be entitled to indemnification pursuant to Sections 11.1(a)(i), (ii) or (b), in each case disregarding the limitations set forth in Section 11.4, (y) regarding any environmental matter covered in Section 11.3, disregarding the limitations set forth in Section 11.3, or (z) for which Buyer is responsible under Section 7.4" after "Date";

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h. On page 51, Section 11.3(a), line 6 from end of paragraph, insert "neither Cyprus nor" prior to "Seller" and delete "not" prior to "have";

i. On page 54, Section 11.6, line 3, insert "as to time" after "limitation";

j. On page 55, Section 12.4, line 9, insert "or Cyprus" after "Seller"; and

k. On page 56, Section 12.9, line 3, insert ", Cyprus" after "Seller".

2. Section 11.3(c) of the Agreement is hereby amended to delete the existing Section 11.3(c) and insert in lieu thereof the following:

" 11.3. (c) With respect to the operating sites of the Companies set forth on Schedule 11.3A, Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and collectively shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3, unless and until the amount of such claim exceeds [redacted] in which case Seller and Cyprus shall be liable for the whole amount of such claim subject to the aggregate limit stated above. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [redacted], in which case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller or Cyprus to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller or Cyprus shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property."

3. Section 11.4 of the Agreement is hereby amended to delete the existing Section 11.4 and insert in lieu thereof the following:

" 11.4. Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i),

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(ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller and Cyprus, on the one hand, or Buyer, on the other hand, is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds [redacted], in which case such Indemnifying Party or Parties shall be liable for all such amounts; provided, however, that in no event shall either Buyer, on the one hand, or Seller and Cyprus collectively, on the other hand, be liable for more than an amount in the aggregate equal to [redacted] for all claims made against it or them under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller and Cyprus, on the one hand, nor Buyer, on the other hand, be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [redacted] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee can reasonably, and does actually recover pursuant to an existing business interruption insurance. Notwithstanding other provisions of this Section 11.4, the limitations set forth in this Section 11.4 do not apply to any claims by Buyer Indemnitees against Seller or Cyprus for any liabilities or obligations (including costs and expenses associated therewith) arising out of any litigation or claims listed on Schedule 5.9."

4. Typographical errors in the Agreement are hereby corrected by amendment as follows:

a. On page 7, Section 3.1, line 5, "7 and 8" is corrected to read "8 and 9";

b. On page 7, Section 3.1, line 8, "7 and 8" is corrected to read "8 and 9";

c. On page 7, Section 3.1, line 9, "Section 7.6 and 8.6" is corrected to read "Sections 8.6 and 9.6";

d. On page 9, Section 3.4, line 6, "(e)" is corrected to read "(d)";

e. On page 15, lines 4-5, "Material Adverse Effect" is corrected to read "material adverse effect";

f. On page 34, Subsection (iv), line 5, "Afl-CIO" is corrected to read "AFL-CIO";

g. On page 35, Subsection (f), line 16, "Sellers" is corrected to read "Seller";

REDACTED DOCUMENT

h. On page 35, Subsection (h), line 6, "6.4" is corrected to read "7.4";

i. On page 35, Subsection (h), line 7, "Indemnities" is corrected to read "Indemnitees";

j. On page 35, Subsection (h), line 10, "6.4" is corrected to read "7.4";

k. On page 35, Subsection (h), line 11, "6.4" is corrected to read "7.4";

l. On page 36, line 1, "Indemnities" is corrected to read "Indemnitees";

m. On page 37, Section 7.5(B)(iv), line 3, "treated or" is corrected to read "treated as";

n. On page 48, Section 9.7, line 3, "dates" is corrected to read "dated";

o. On page 49, Section 11.1, line 6, "Indemnities" is corrected to read "Indemnitees";

p. On page 50, Section 11.2, line 6, "Indemnities" is corrected to read "Indemnitees";

q. On page 54, line 12, "11.4" is corrected to read "11.5"; and

r. On page 58, line 4, "breach of" is corrected to read "breach or".

5. The parties hereby recognize, acknowledge and agree to the execution of a conforming amendment of even date to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco.

REDACTED DOCUMENT

6. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By: _____
Name: P.C. Wolf
Title: President

CYPRUS MINERALS CORPORATION

By: _____
Name: G.J. Malys
Title: Senior Vice President

RTZ AMERICA INC.

By: _____
Name:
Title:

REDACTED DOCUMENT

6. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By: _____
Name:
Title:

CYPRUS MINERALS CORPORATION

By: _____
Name:
Title:

RT2 AMERICA INC.

By: Arthur L Glass
Name: Arthur L Glass
Title: President

REDACTED DOCUMENT

REDACTED DOCUMENT

CYPRUS MINERALS COMPANY

SECRETARY'S CERTIFICATE

AND

INCUMBENCY CERTIFICATE

The undersigned hereby certifies that he is the Secretary of Cyprus Minerals Company, a Delaware corporation ("Cyprus Minerals"), and that, as such, he is authorized to execute this certificate on behalf of Cyprus Minerals, and further certifies, as of immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement dated as of June 5, 1992, as amended, (the "Purchase Agreement"), by and among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America, Inc. as follows:

(i) attached hereto as Exhibit A is a complete and correct copy of the resolutions of the Board of Directors of Cyprus Minerals authorizing the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereunder;

(ii) the following persons are duly elected, qualified and acting officers of Cyprus Minerals and the signature appearing opposite the name of such officer is his true signature:

NAME	OFFICE	SIGNATURE
Philip C. Wolf	Senior Vice President	
Gerald J. Malys	Senior Vice President	

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of Cyprus Minerals Company this 30th day of June, 1992.

CYPRUS MINERALS COMPANY

BY: _____
Kevin Loughrey
Secretary

REDACTED DOCUMENT

EXHIBIT A

RESOLVED, that this Corporation is hereby authorized to sell its talc business on the basis of the adjusted March 31, 1992 balance sheet, attached hereto as Exhibit "A", to RTZ for a purchase price of not less than [redacted] on the terms and conditions described to this Board; and further

RESOLVED, that each of the President, Chief Executive Officer, any Senior Vice President, any Vice President, the Treasurer, Secretary or any Assistant Secretary of this Corporation, and any other individual whom any of the officers referenced above shall designate, be, and each of them hereby is, authorized to take such actions as are necessary or appropriate to give effect to the foregoing resolution.

REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
BALANCE SHEET
MARCH 31, 1992

Exhibit A

Assets
======
Current Assets
Cash on Hand
Cash in Banks

Cash and Equivalents

Accounts Receivable Trade
Accounts Receivable – Trade Allowance
Accounts Receivable Miscellaneous
Accounts Receivable Miscellaneous – Allowance
Accounts Receivable –Tax Refunds
Accounts Receivable Employees/Agents
Royalties Receivable

A/R Net

Inventories – Crude @ Standard
– Finished Goods @ Standard
Overhead in Inventory

Product Inventory

Materials and Supplies Inventory
Materials and Supplies Inventory – Reserve

Materials and Supplies Inventory

Prepaid Taxes
Prepaid Insurance
Prepaid Expenses Other
Other Deferred Current Assets

Prepaid Expenses

Total Current Assets

Land Cost
Land Lease/Rights Miscellaneous
Mine Development
Depreciable Assets
Construction In Process
Excess Cost
Land Lease/Rights Accumulated Depreciation
Mine Development Accumulated Depreciation
Depr Assets Accumulated Depreciation
Excess Cost Accumulated Amortization

Net PP&E

Equity Basis Investments
Noncurrent Receivables
Noncurrent Receivables – Allowance
Acquired Value of Purchase Contract
Noncurrent Pre–Acquisition Cost
Noncurrent Patents
Noncurrent Assets – Other

Investments & Other Assets

Total Assets

[redacted]

REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
BALANCE SHEET
MARCH 31, 1992

Liabilities & Shareholder's Equity

Current Liabilities
Current Portion Long Term Debt – New Fane

Accounts Payable Trade
Accounts Payable Other
PR Deductions – Savings Plan
– Union Withholding
– Insurance Withholding
– Garnishments
– Other

Accounts Payable

Accrued Payroll
Accrued Bonuses
Accrued Vacations & Holidays
Accrued Medical Insurance
Accrued Dental Insurance
Accrued Workers' Compensation
Accrued Benefit Contributions
Accrued Royalties
Accrued Commissions
Accrued Freight
Accrued Pension
Other Accrued Liabilities

Accrued Liabilites

Sales & Use Tax Payable
Other Taxes Payable
Property Tax Payable
Payroll Taxes – Employer Contribution
Payroll Deductions – Tax Withholding
State Income Tax Payable

Taxes Payable

Total Current Liabilities

Long Term Debt – NewFane

Deferred Foreign Income Tax

Land Reclamation Reserve
Other Noncurrent Liabilities
Minority Interest

Other Long–Term Liabilities

Intercompany Shareholders' Equity
Retained Earnings
Foreign Currency Translation

Total Shareholders' Equity

Total Liabilities & Equity

[redacted]

REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
INCOME STATEMENT
FOR THE PERIOD ENDED 3/31/92

Revenues

Talc Sales

Other Revenues
Royalty Income
Gain (Loss) on Asset Sales
Interest Income
Foreign Currency Gain (Loss)
Miscellaneous

Total Other Revenues

Total Revenues

Costs and Expenses

Cost of Goods Sold and Operating Expenses

Taxes Other Than Income
Property Tax
Sales and Use Tax
Export and Import Tax
Other Taxes

Total Taxes Other Than Income

Selling and Administrative Expenses

Depreciation and Amortization
Depreciation
Amortization

Total Depreciation and Amortization

Total Costs and Expenses

Operating Income

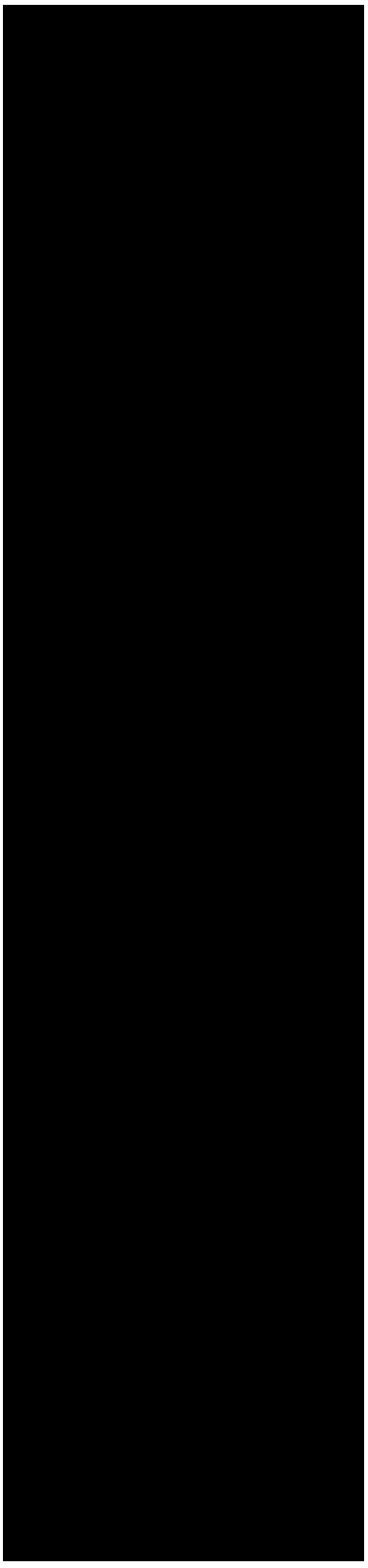
Exploration
Interest Income
Interest Expense
Gains (Losses) on Equity Investments
Minority Interests

Net Income Before Taxes

Income Taxes
State and Other
Foreign – Current

Total Income Taxes

Net Income Before Federal Income Taxes



REDACTED DOCUMENT

CYPRUS INDUSTRIAL MINERALS – TALC ONLY
STATEMENT OF CASH FLOWS
THREE MONTHS ENDED MARCH 31, 1992

Cash Flows from Operating Activities	
Net Income	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Depreciation, Depletion, and Amortization	
Gain on Sale of Assets	
Other	
Changes in Assets and Liabilities:	
(Increase) in Accounts and Notes Receivable	
Decrease in Inventories	
Decrease in Prepaid Expenses	
(Decrease) in Current Liabilities	
(Increase) in Investments and Other Assets	
(Decrease) in Other Liabilities	
Net Cash Provided by Operating Activities	
Cash Flows from Investing Activities	
Capital Expenditures	
Proceeds from Sale of Assets	
Net Cash Used for Investing Activities	
Cash Flows from Financing Activities	
Payments on Long–Term Debt	
Net Cash Used for Financing Activities	
Net Increase (Decrease) in Cash and Equivalents	
Cash and Equivalents at Beginning of Year	
Cash and Equivalents at End of Period *	

[redacted]

*Cash
Intercompany Shareholders Equity [redacted]

Cash and Equivalents

REDACTED DOCUMENT

REDACTED DOCUMENT

SOCIETE A RESPONSABILITE LIMITEE:
CYPRUS INDUSTRIAL MINERALS FRANCE EURL

With a capital of [redacted], divided into [redacted], having its corporate office a 7 bis, rue Gilloteaux Vatel, 78150 Le Chesnay. Registry of Commerce of Versailles B 342 077 559.

Transfer of Shares

Between the undersigned Cyprus Mines Corporation, a Delaware corporation, represented by P. C. Wolf, its President (the "Seller"), and Talc de Luzenac, S.A., a French corporation, represented by Graham B. Lawson, Administrator (the "Buyer").

IT HAS BEEN AGREED AS FOLLOWS:

The above mentioned corporation whose purpose is the importation, distribution, marketing, representation and the sale in France and abroad of talc, coal, metals and other minerals and generally all other operations whatsoever directly or indirectly connected with this purpose and susceptible to facilitate its development or its realization has been formed in Englewood, Colorado, U.S.A., by deed dated July 17, 1987 and has been registered at Versailles-Nord, folio 79, case 46612 on August 12, 1987.

Origin of Ownership

The Seller acquired [redacted] each in the corporation in remuneration of a contribution in kind of [redacted]

Transfer

The Seller hereby transfers to the Buyer under normal guarantees [redacted] of said corporation with all rights and obligations that go with it.

The Buyer acknowledges having read the Charter of the corporation and all resolutions and minutes adopted so far by the shareholders and accepts them. The present transfer is agreed upon for a price of _____francs, which the Seller acknowledges having received from the Buyers.

Notification

The present transfer will be notified to the corporation in accordance with Article 1690 of the Civil Code. This notification can be replaced by the handing over of a copy of the present deed at the office of the corporation against receipt.

OMFRANC

REDACTED DOCUMENT

Ownership

The present transfer which does not cause the dissolution of the corporation will be effective on June 30, 1992. As of this date the Buyer will have full ownership of the shares and will be entitled to the dividend and to all rights attached to the shares. All costs, taxes and fees of the present or caused thereby will be paid by the Buyer. Power is hereby given to accomplish all legal formalities. For the purpose of the registration, it is confirmed that the shares hereby transferred to not create ownership in real estate.

Done in six originals, one for registration, two to be deposited with the Registry of Commerce and two for the contracting parties.

Dated: June 30, 1992

CYPRUS MINES CORPORATION

BY: _____
P. C. Wolf
President

TALC DE LUZENAC, S.A.

BY: _____
George B. Lawson
Administrator

DMFRANC

REDACTED DOCUMENT

SOCIETE A RESPONSABILITE LIMITEE:
CYPRUS INDUSTRIAL MINERALS FRANCE EURL

Au capital de cinquante mille francs.

Divisé en cinq cents parts de cent francs chacune.

Siége social: 7 bis rue Guilloteaux Vatel,

78150 Le Chesnay.

Registre de commerce et des sociétés de Versailles

B 342 077 559.

CESSION DE PARTS SOCIALES

Entre les soussignés:

- Cyprus Mines Corporation, une société du droit de l'Etat du Delaware
  9100 East Mineral Circle, Englewood, Colorado 80112
  représentée par son President, Philip C. Wolf,
  "CEDANT", d'une part;

et

- Talc de Luzenac, S.A., une société du droit de francais
  représentée par Graham B. Lawson, Administrateur,
  "CESSIONNAIRE", d'autre part.

IL A ETE EXPOSE ET CONVENU CE QUI SUIT:

La société à responsabilité limitée dénommée en tête des présentes, ayant pour objet l'importation, la distribution, la commercialisation, la représentation et la vente du talc, du charbon, des métaux et autres minéraux en France et à l'étranger, et généralement toutes opérations de quelque nature qu'elles soient se rattachant directement ou indirectement à cet objet et susceptibles d'en faciliter le développement ou la réalisation, a été constitutée par acte sous seing privé en date du 17 juillet 1987, à Englewood, Colorado, U.S.A., enregistré à Versailles-Nord folio 79, case 46612, le 12 août 1987.

ORIGINE DE PROPRIETE

Le Cédant posséde dans cette société cinq cents parts de cent francs chacune, qui lui ont été attribuées en représentation d'un apport en espéces de cinquante mille francs.

CESSION

Par ces présentes, le Cédant céde et transporte, sous les garanties ordinaires et de droit, au Cessionnaire qui accepte cinq cent parts sociales de ladite société, avec tous

FRANC

REDACTED DOCUMENT

les droits et obligations qui y sont attachés.

Le Cessionnaire reconnaît avoir pris connaissance des statuts sociaux, de toutes résolutions prises et de tous procés verbaux dressés à ce jour par les assemblées des associés et les accepte.

PRIX

La présente cession est consentie et acceptée moyennat le prix de _____ francs que CYPRUS MINES CORPORATION reconnaît avoir reçu du Cessionnaire et dont il lui donne ici quittance.

SIGNIFICATION

La présente cession sera signifiée à la Société conformément aux dispositions de l'article 1690 du Code civil. Toutefois, cette signification pourra être remplacée par le dépôt d'un original du présent acte au siège social contre remise par la Gérance d'une attestation de ce dépôt.

PROPRIETE - JOUISSANCE

Ladite cession, qui n'entraîne pas la dissolution de la société, prendra effet à compter du juin30, 1992, date à compter de laquelle le Cessionnaire sera propriétaire desdites parts, en touchera les revenus et bénéficiera de tous les droits qui y sont attachés.

Tous les frais, droits et honoraires des présentes, et ceux qui en seront la conséquence, seront supportés par le Cessionnaire qui s'y oblige.

Tous pouvoirs sont donnés au porteur d'un original des présentes pour l'accomplissement de toutes les formalités légales.

Pour l'Enregistrement, il est précisé que les parts cédées ne conférent pas la jouissance de droits immobiliers.

Fait en six originaux, dont un pour l'Enregistrement, deux pour être déposés en annexe au Registre du commerce et deux pour les contractants.

A , le 30 juin 1992

CYPRUS MINES CORPORATION

BY: _____
P. C. Wolf
President

TALC DE LUZINAC, S.A.

BY: _____
Graham B. Lawson
Administrator

CM/FRANC

REDACTED DOCUMENT

REDACTED DOCUMENT

I hereby resign from my position as President and Director of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation
Nihon Mistron Company, Ltd.

Philip C. Wolf

REDACTED DOCUMENT

I hereby resign from my position as Senior Vice President and Director of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

G. J. Malys

REDACTED DOCUMENT

I hereby resign from my position as Vice President, General Counsel, Assistant Secretary and Director of the following companies effective immediately following the closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

Deborah J. Friedman

REDACTED DOCUMENT

I hereby resign from my position as Director of DIMTA, S.A. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

Kevin Loughrey

REDACTED DOCUMENT

I hereby resign from my position as Director of Nihon Mistron Company Ltd. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

G. P. Pearson

REDACTED DOCUMENT

I hereby resign from my position as Director of Tax of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

J. D. Flemming

REDACTED DOCUMENT

I hereby resign from my position as Senior Vice President and Secretary of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

Kevin Loughrey

REDACTED DOCUMENT

I hereby resign from my position as Vice President and Treasurer of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
DIMTA, S.A.
Green Mountain Talc Corporation

D.C. Haugh

REDACTED DOCUMENT

I hereby resign from my position as Assistant Secretary of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

D. E. Huffman

REDACTED DOCUMENT

I hereby resign from my position as Assistant Secretary of DIMTA, S.A. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

B. C. Kirchhoff

REDACTED DOCUMENT

I hereby resign from my position as Assistant Treasurer, Tax of DIMTA, S.A. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

J. D. Flemming

REDACTED DOCUMENT

I hereby resign from my position as Vice President, General Counsel and Assistant Secretary of DIMTA, S.A. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

Deborah J. Friedman

REDACTED DOCUMENT

I hereby resign from my position as President of DIMTA, S. A. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

Philip C. Wolf

REDACTED DOCUMENT

I hereby resign from my position as Vice President and Controller of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

L. A. Shonk

REDACTED DOCUMENT

I hereby resign from my position as Director of Nihon Mistron Company Ltd. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

G. P. Pearson

REDACTED DOCUMENT

I hereby resign from my position as Assistant Treasurer of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
DIMTA, S.A.
Green Mountain Talc Corporation

F. S. Hakimi

REDACTED DOCUMENT

I hereby resign from my position as Vice President and Controller of DIMTA, S.A. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

G. J. Malys

REDACTED DOCUMENT

I hereby resign from my position as Director of Nihon Mistron Company Ltd. effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992.

G. P. Pearson

REDACTED DOCUMENT

I hereby resign from my position as Assistant Secretary of the following companies effective immediately following the Closing of the Cyprus Industrial Minerals Corporation sale on June 30, 1992:

Cyprus Industrial Minerals Corporation
Cyprus Western Source Corporation
Cyprus Windsor Minerals Corporation
Green Mountain Talc Corporation

Kathleen J. Gormley

REDACTED DOCUMENT

REDACTED DOCUMENT

OFFICER'S CERTIFICATE
CYPRUS MINES CORPORATION

I, P. C. Wolf, President of Cyprus Mines Corporation, a Delaware corporation (herein called "Mines"), do hereby certify, pursuant to Section 9.3 of the Stock Purchase Agreement (the "Agreement"), dated June 5, 1992 among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America, Inc., as amended, as follows:

1 The representations and warranties of Mines referred to in Section 9.1 of the Agreement are true in all material respects except for changes permitted or contemplated by the Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty is true in all material respects as of such date, and except to the extent the untruthfulness of the representations and warranties in the aggregate would not constitute a material adverse change or unanticipated and undisclosed material liability previously unknown to RTZ America, Inc. which would have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.

2. Mines has performed and complied in all material respects with all of its undertakings and agreements required by the Agreement to have been complied with by it except to the extent non-compliance in the aggregate would not have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name and affixed the seal of Cyprus Mines Corporation this 30th day of June, 1992.

ATTEST:

(CORPORATE SEAL)

P. C. Wolf, President
Cyprus Mines Corporation

REDACTED DOCUMENT

REDACTED DOCUMENT

OFFICER'S CERTIFICATE
CYPRUS MINERALS COMPANY

I, G. J. Malys, Senior Vice President of Cyprus Minerals Company, a Delaware corporation (herein called "Minerals"), do hereby certify, pursuant to Section 9.3 of the Stock Purchase Agreement (the "Agreement") dated June 5, 1992 among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America, Inc., as amended, as follows:

> The representations and warranties of Minerals referred to in Section 9.1 of the Agreement are true in all material respects except for changes permitted or contemplated by the Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty is true in all material respects as of such date, and except to the extent the untruthfulness of the representations and warranties in the aggregate would not constitute a material adverse change or unanticipated and undisclosed material liability previously unknown to RTZ America, Inc. which would have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name and affixed the seal of Cyprus Minerals Company this 30th day of June, 1992.

ATTEST:

(CORPORATE SEAL)

G. J. Malys, Senior Vice President
Cyprus Minerals Company

REDACTED DOCUMENT

REDACTED DOCUMENT

State of Delaware

Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE CERTIFICATE OF INCORPORATION OF "CYPRUS TALC CORPORATION", WAS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF APRIL, A.D. 1992, AT 1 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES

DEPARTMENT OF STATE · OFFICE OF THE SECRETARY OF STATE · 1793 · 1835 · 1970 · DELAWARE

Michael Ratchford, Secretary of State

732175104

AUTHENTICATION: *3494020

DATE: 06/23/1992

CONTINUED ON PAGE 2

REDACTED DOCUMENT

State of Delaware

Office of Secretary of State

HAVE NOT BEEN ASSESSED TO DATE.

* * * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1933 1970 1793
DELAWARE

732175104

Michael Ratchford, Secretary of State

AUTHENTICATION: *3494020

DATE: 06/23/1992

REDACTED DOCUMENT

REDACTED DOCUMENT

State of Delaware

Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY CYPRUS MINES CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

* * * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1793
DELAWARE

732175105

Michael Ratchford, Secretary of State

AUTHENTICATION: *3494023

DATE: 06/23/1992

REDACTED DOCUMENT

REDACTED DOCUMENT

State of Delaware

Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY CYPRUS MINERALS COMPANY IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

* * * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1835 1970
1793
DELAWARE

732175106

Michael Ratchford, Secretary of State

AUTHENTICATION: *3494029

DATE: 06/23/1992

REDACTED DOCUMENT

REDACTED DOCUMENT

CERTIFICATE OF ASSISTANT SECRETARY

I, Deborah J. Friedman, Assistant Secretary of Cyprus Minerals Company, a Delaware corporation, hereby certify that the following is a true copy of the resolutions adopted by the Board of Directors of Cyprus Minerals Company on May 7, 1992, and that said resolutions are in full force and effect on the date hereof:

RESOLVED, that this Corporation is hereby authorized to sell its talc business on the basis of the adjusted March 31, 1992 balance sheet, attached hereto as Exhibit "A", to RTZ for a purchase price of not less than [redacted] on the terms and conditions described to this Board; and further

RESOLVED, that each of the President, Chief Executive Officer, any Senior Vice President, any Vice President, the Treasurer, Secretary or any Assistant Secretary of this Corporation, and any other individual whom any of the officers referenced above shall designate, be, and each of them hereby is, authorized to take such actions as are necessary or appropriate to give effect to the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has subscribed her name and affixed the seal of Cyprus Minerals Company.

Dated this 30th day of June, 1992.

Deborah J. Friedman
Assistant Secretary

REDACTED DOCUMENT

REDACTED DOCUMENT

CERTIFICATE OF ASSISTANT SECRETARY

I, Deborah J. Friedman, Assistant Secretary of Cyprus Mines Corporation, a Delaware Corporation, hereby certify that the following is a true copy of the resolutions adopted by the Board of Directors of Cyprus Mines Corporation on June 30, 1992 and that said resolutions are in full force and effect on the date hereof:

RESOLVED, that the execution of that certain Stock Purchase Agreement dated June 5, 1992 by and among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America, Inc., as amended, a copy of which is attached hereto as Exhibit A, and the performance by this Corporation of its obligations thereunder hereby are ratified, confirmed, and approved; and further

RESOLVED, that the President, any Senior Vice President, Vice President, the Controller, Treasurer, Secretary of Assistant Secretary of this Corporation, or any person designated in writing by any of the foregoing hereby are authorized to take such action as is necessary or appropriate to give effect to the foregoing resolution, including but not limited to the authority to make reasonable amendments of a non-material nature to the price and to the other terms and conditions of the Agreement and to execute and deliver all such documents as may to such officer appear necessary or appropriate to carry out the intent of the resolutions.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed her name and affixed the seal of Cyprus Mines Corporation this 30th day of June, 1992.

Deborah J. Friedman
Assistant Secretary

REDACTED DOCUMENT

REDACTED DOCUMENT

June 30, 1992

CROSS RECEIPT

Reference is made to the Stock Purchase Agreement dated as of June 5, 1992 by and among Cyprus Mines Corporation ("Seller"), Cyprus Minerals Company ("Cyprus") and RTZ America Inc. ("Buyer"), as amended (the "Purchase Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

1. Seller hereby acknowledge receipt from Buyer of [redacted] in consideration for the Shares and the European Shares.

2. Buyer hereby acknowledges receipt of [redacted] of common stock of Cyprus Talc Corporation.

CYPRUS MINES CORPORATION

By: _____
Name:
Title:

RTZ AMERICA INC.

By: _____
Name: Arthur L Glass
Title: President

REDACTED DOCUMENT

CAMC-Greco-001265

REDACTED DOCUMENT

NUMBER 1

[redacted]

[redacted] CYPRUS TALC CORPORATION

AUTHORIZED CAPITAL [redacted] SHARES [redacted] PAR VALUE

This Certifies That Cyprus Mines Corporation is the owner of [redacted] full paid and non-assessable

SHARES OF THE CAPITAL STOCK OF Cyprus Talc Corporation

transferable on the books of the Corporation in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and sealed with the Seal of the Corporation.

this 3rd day of April A.D. 1992

Assistant SECRETARY

Senior Vice PRESIDENT

THOUSANDS HUNDS TENS UNITS SHARES

No S4

REDACTED DOCUMENT

For Value Received, ___ hereby sell, assign and transfer unto _____

_____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated June 30 19 92

In presence of

_____ _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER

THIS SPACE IS NOT TO BE COVERED IN ANY WAY

REDACTED DOCUMENT

STOCK ASSIGNMENT

FOR VALUE RECEIVED, Cyprus Mines Corporation, the undersigned, hereby sells, assigns, and transfers all of its ownership of [redacted] of the issued and outstanding shares of the capital stock of Nihon Mistron Company, being [redacted] shares of common stock and [redacted] shares of preferred stock unto Cyprus Talc Corporation, which stock is standing in the name of the undersigned on the books and records of Nihon Mistron Company represented by the share certificates as follows:

Common Stock:	C-0001
	C-0010-0014
	A-0049-0072
	B-0061-0090
	C-0010-0013
Preferred Stock:	C-0001
	C-0001-0006

and does hereby irrevocably constitute and appoint _____ as attorney-in-fact to transfer the said stock on the books of the company with full power of substitution in the premises.

CYPRUS MINES CORPORATION

BY: _____
P. C. Wolf, President

In the presence of:

_____

REDACTED DOCUMENT

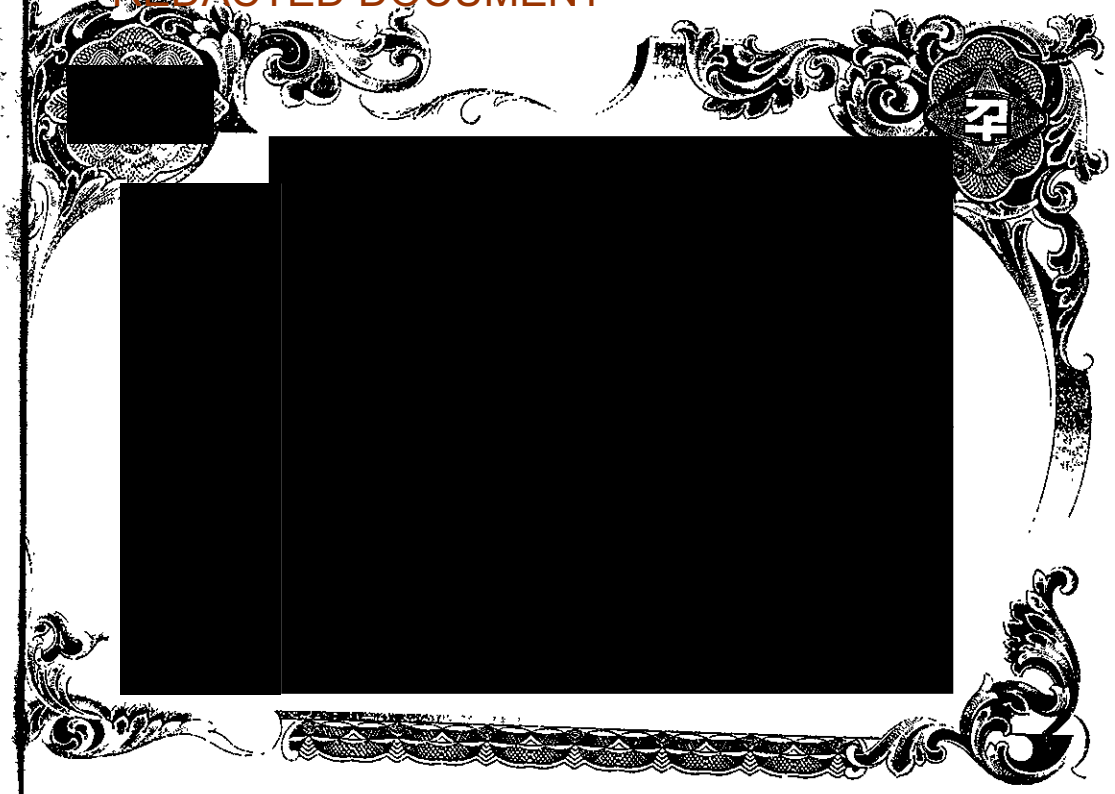
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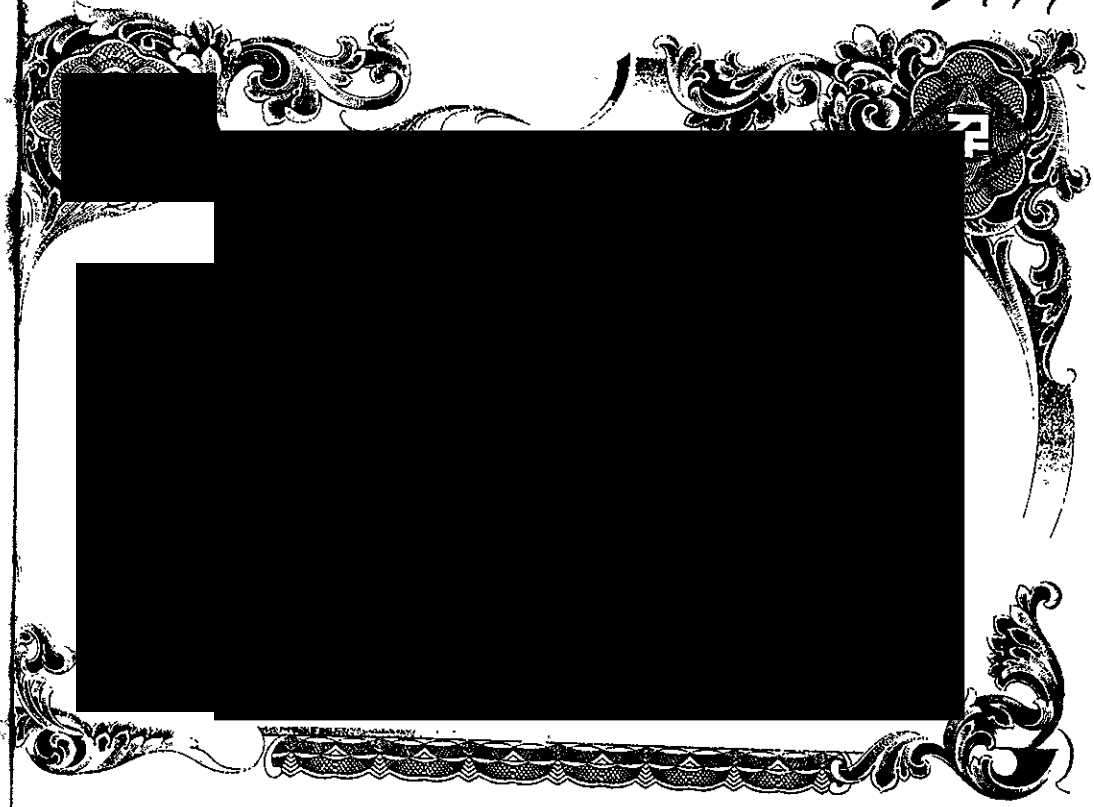
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2716

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2120

[redacted]

2721

[redacted]

[redacted]

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[redacted]

[redacted]

REDACTED DOCUMENT

[redacted]

[redacted]

REDACTED DOCUMENT

2126

[redacted]

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[redacted]

REDACTED DOCUMENT

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[redacted]

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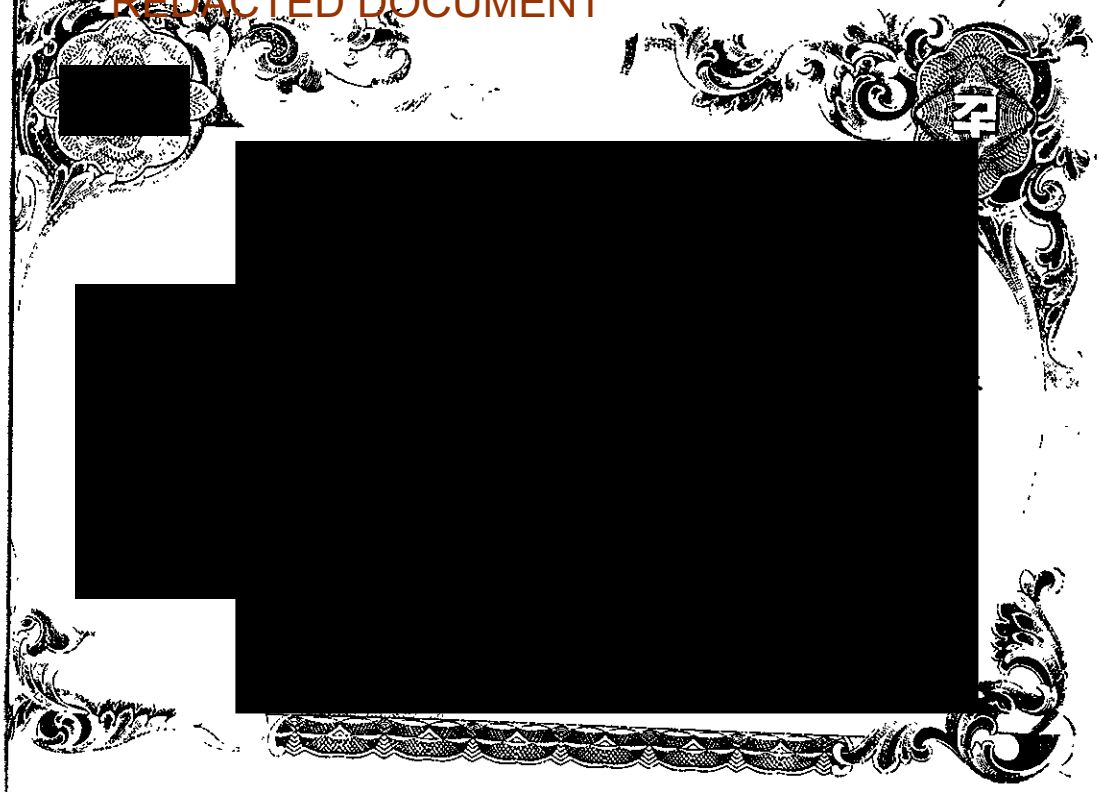
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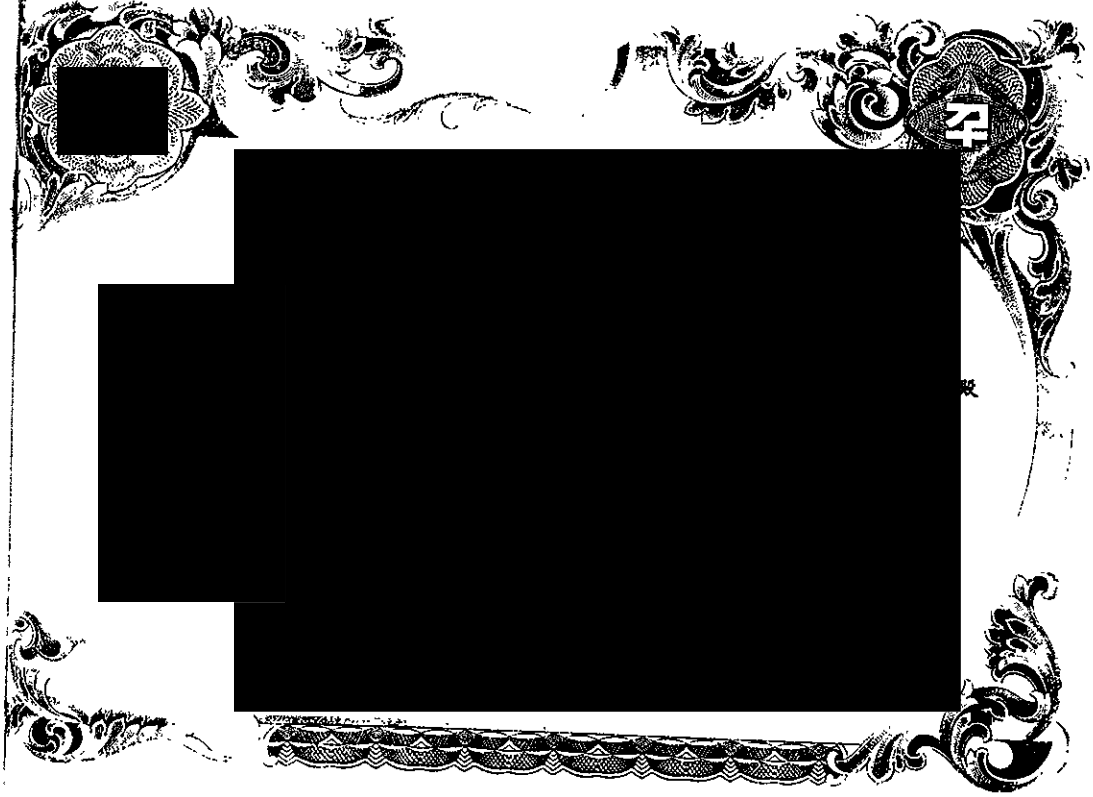
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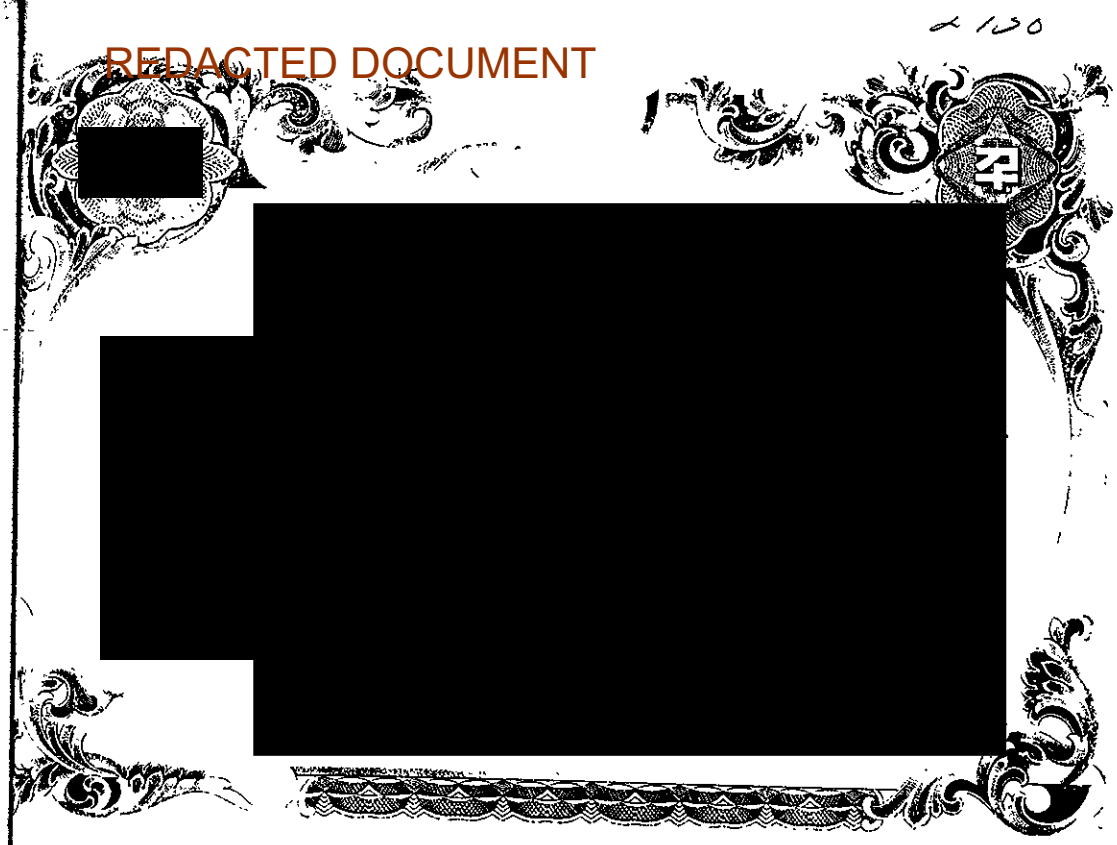
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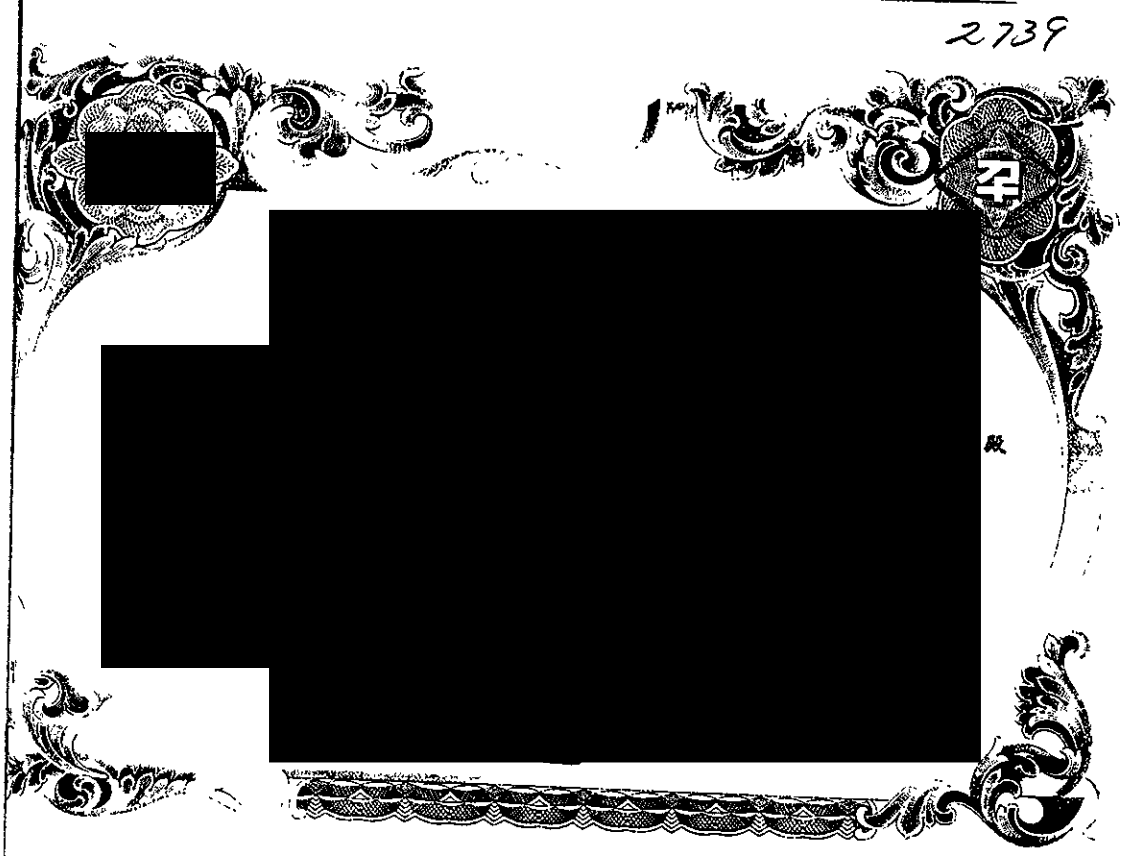
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[redacted]

[redacted]

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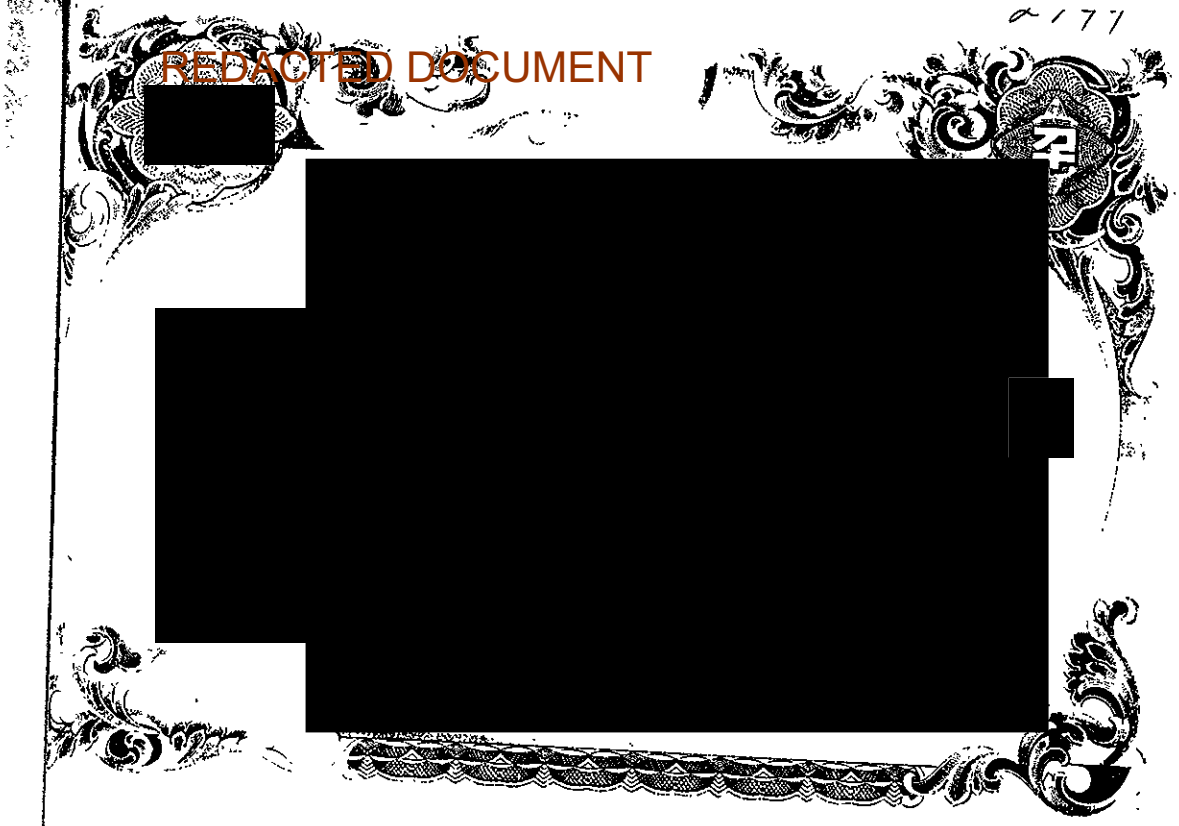
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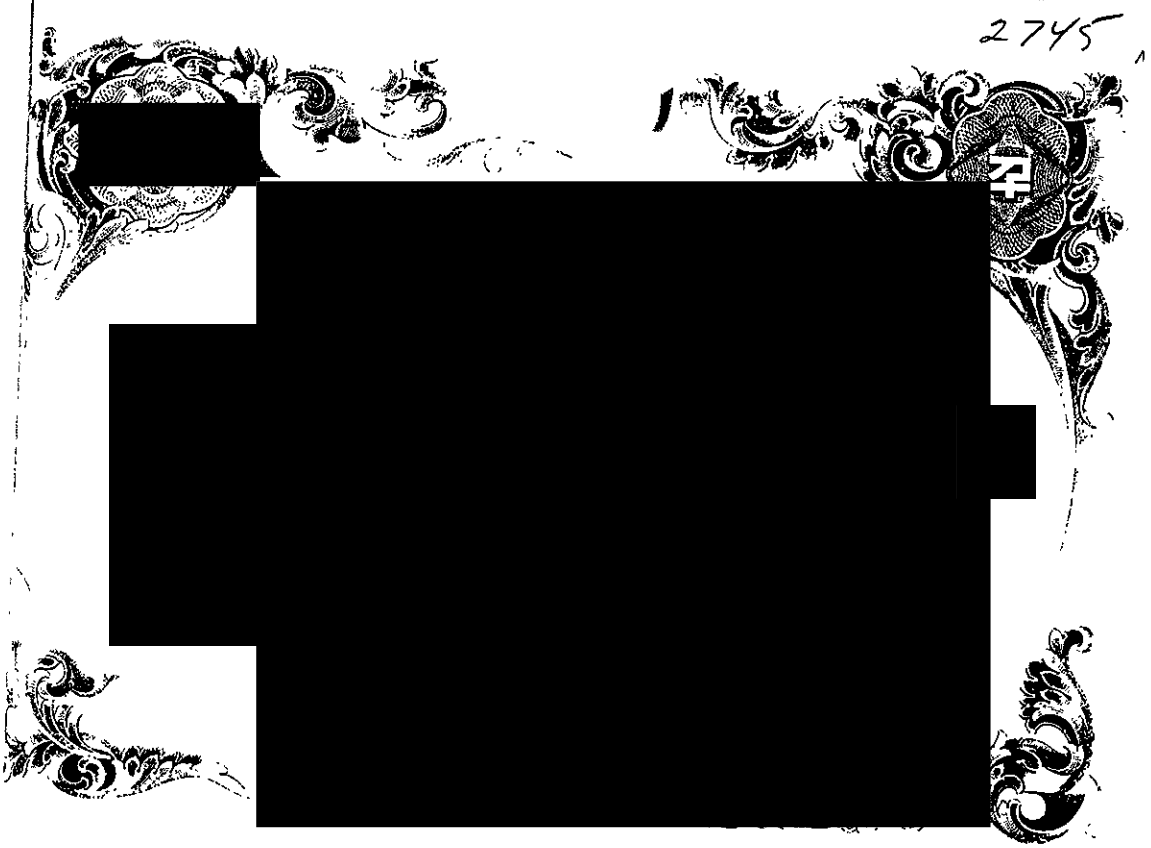
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[redacted]

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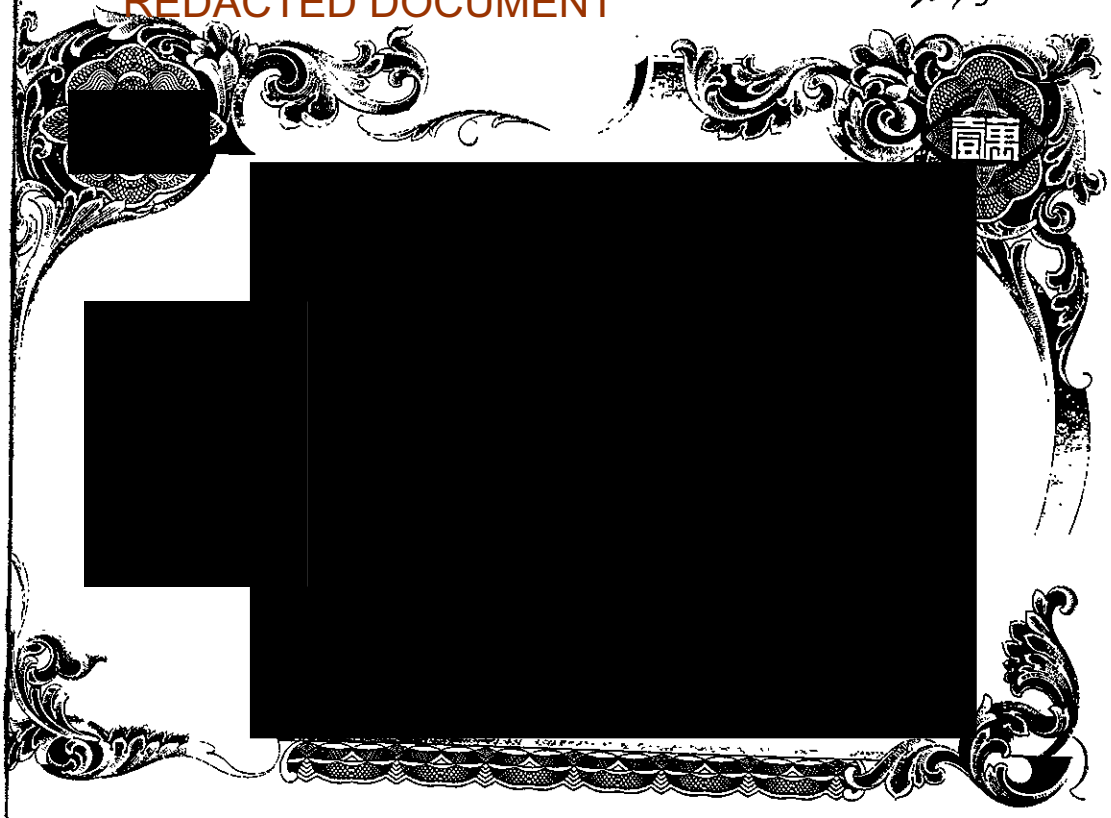
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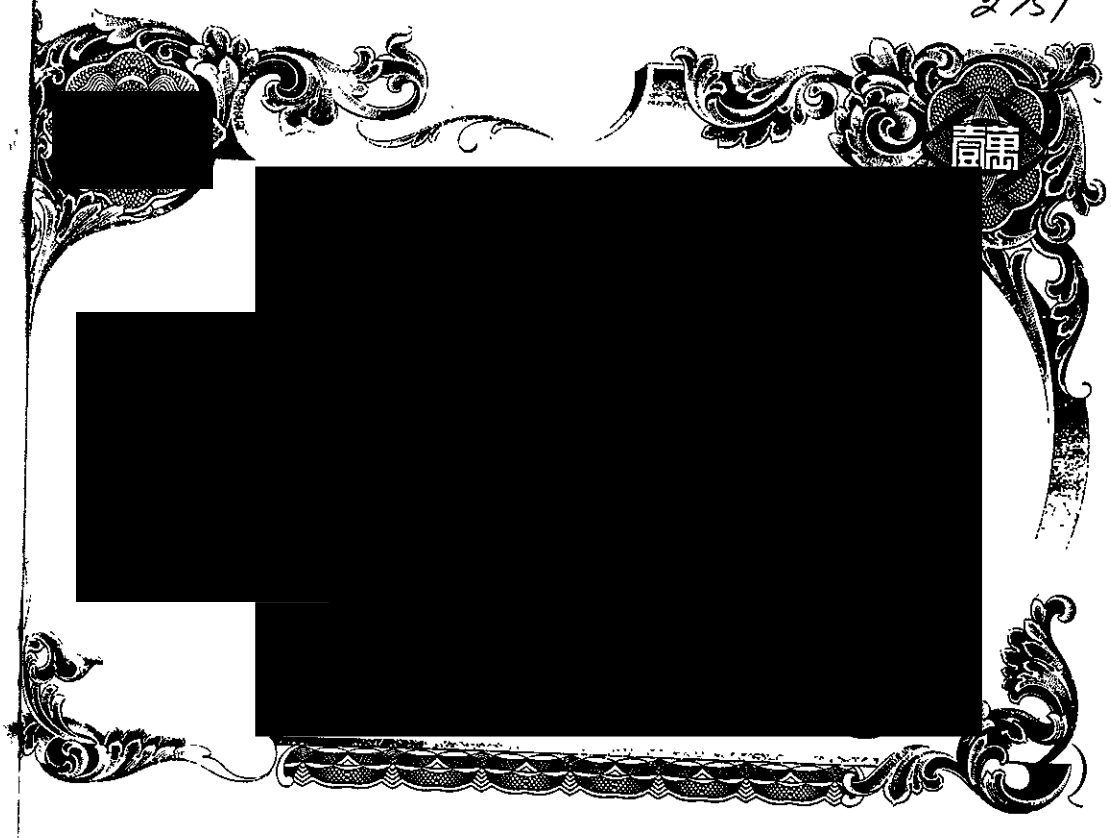
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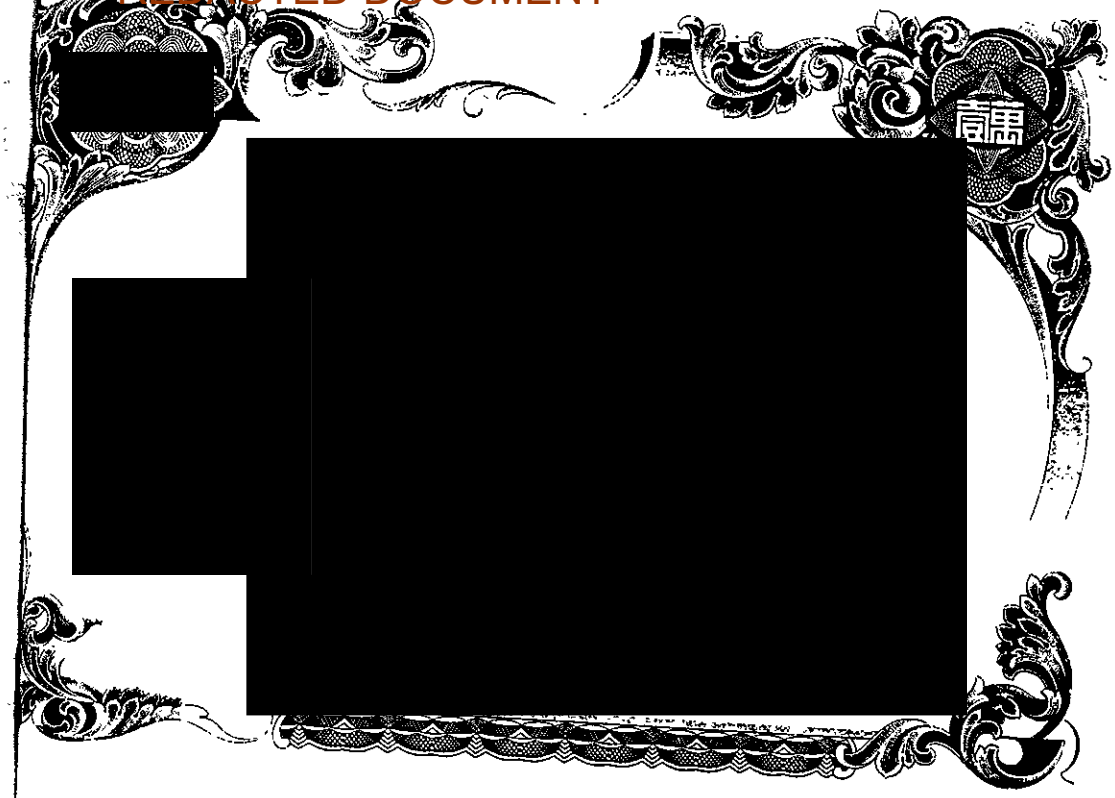
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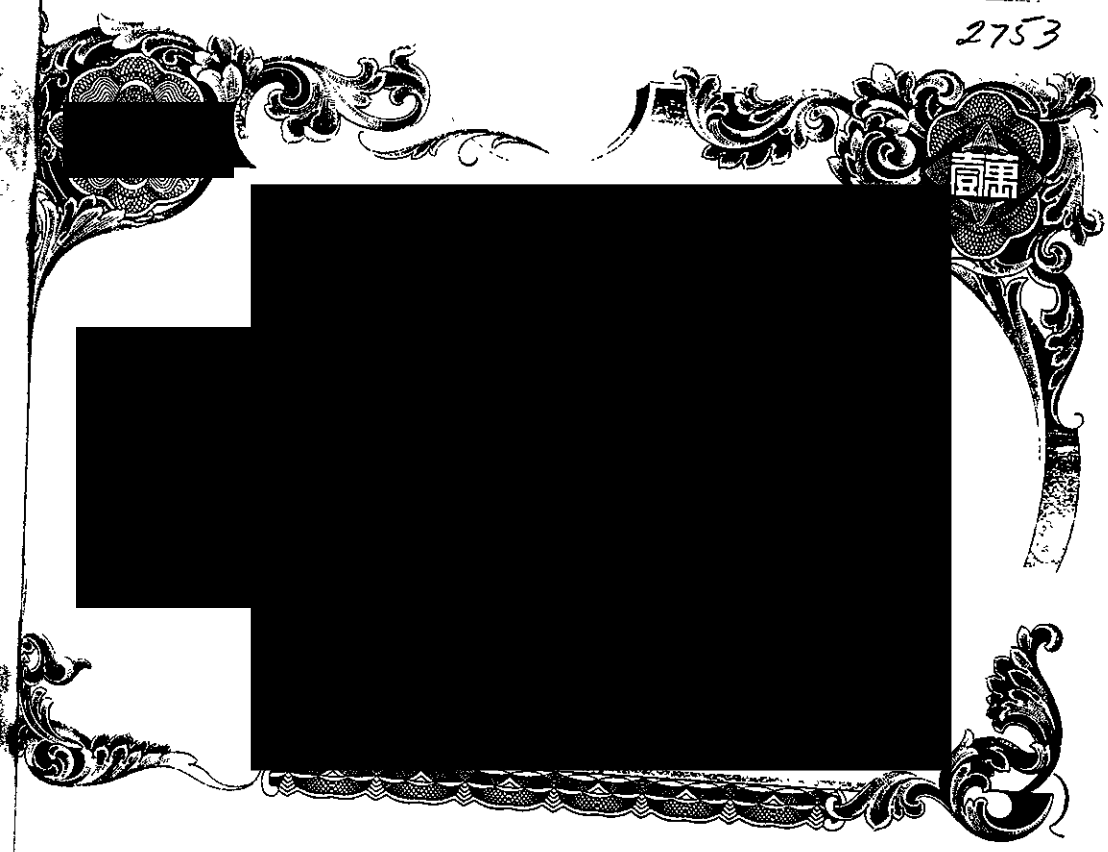


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REDACTED DOCUMENT





REDACTED DOCUMENT

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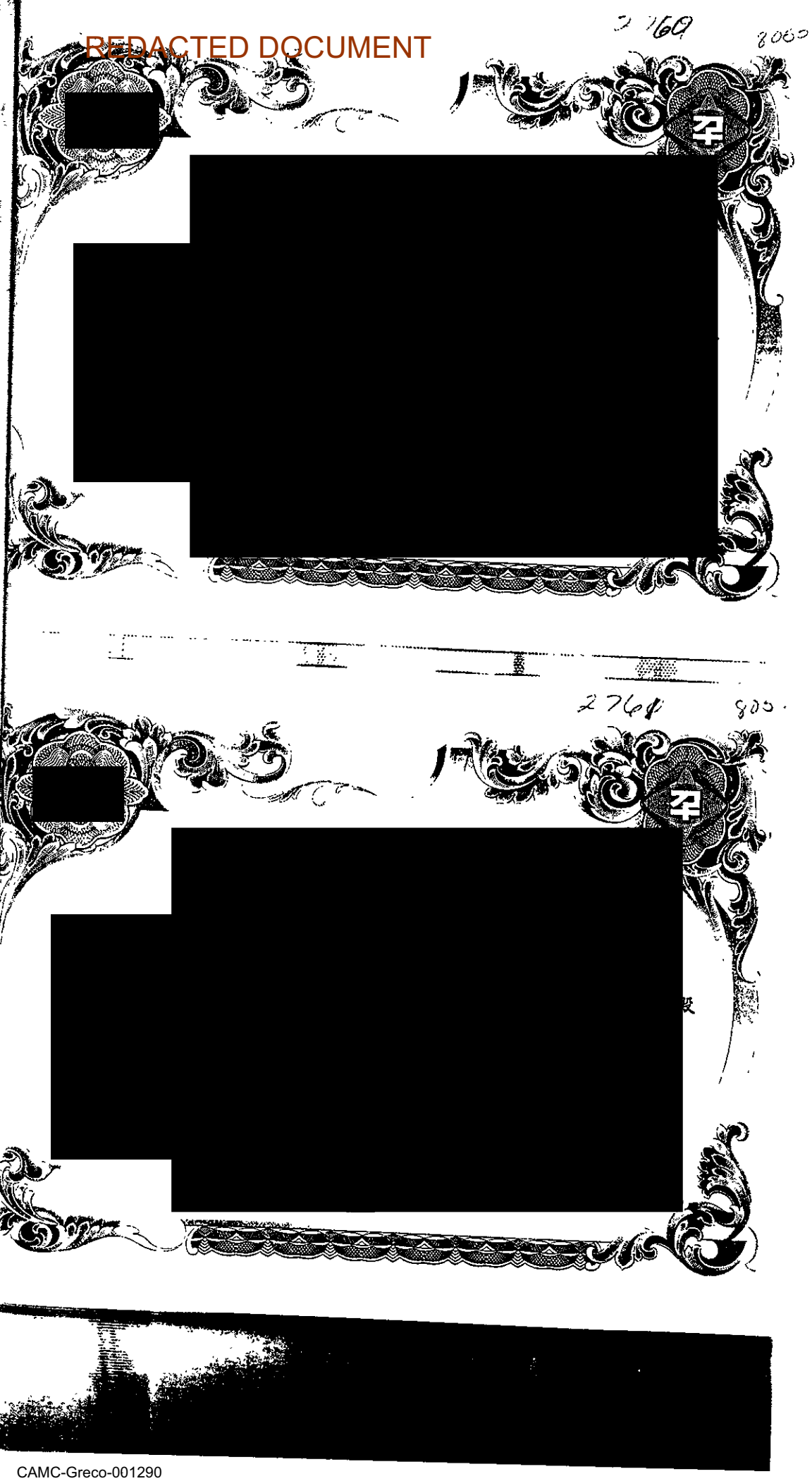
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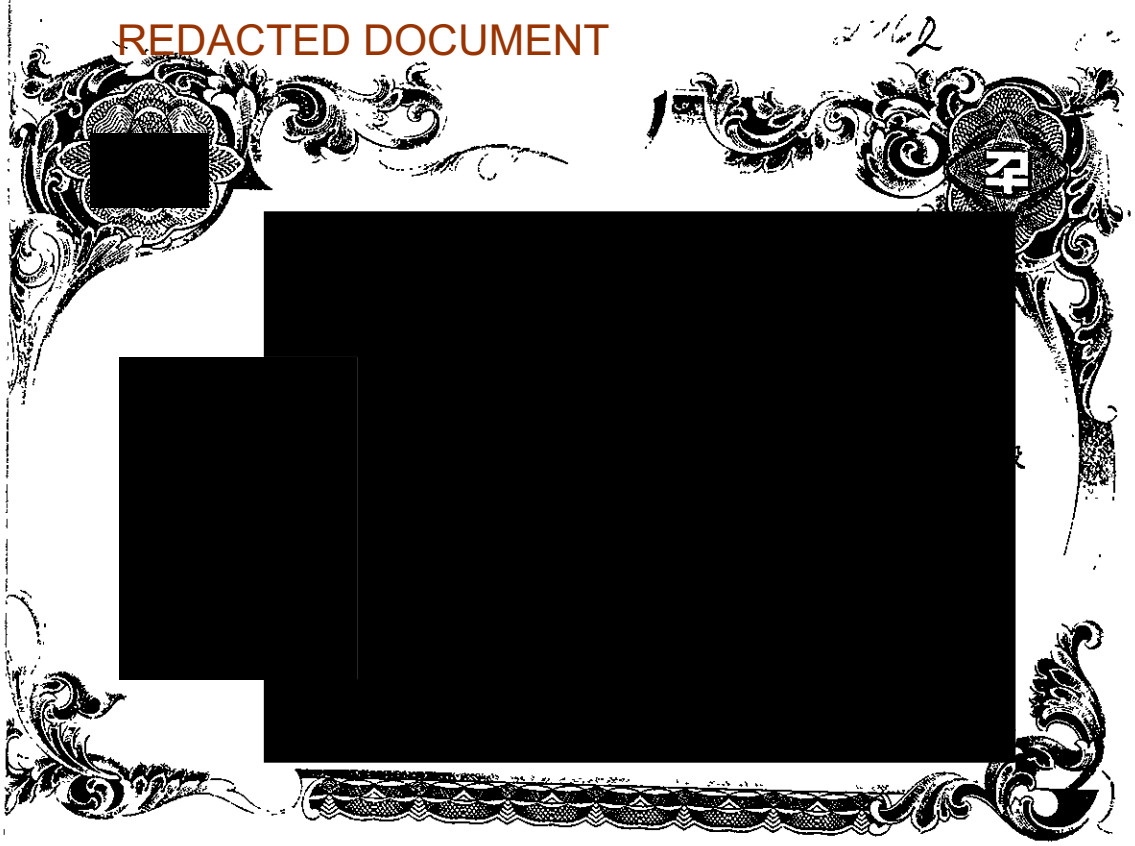
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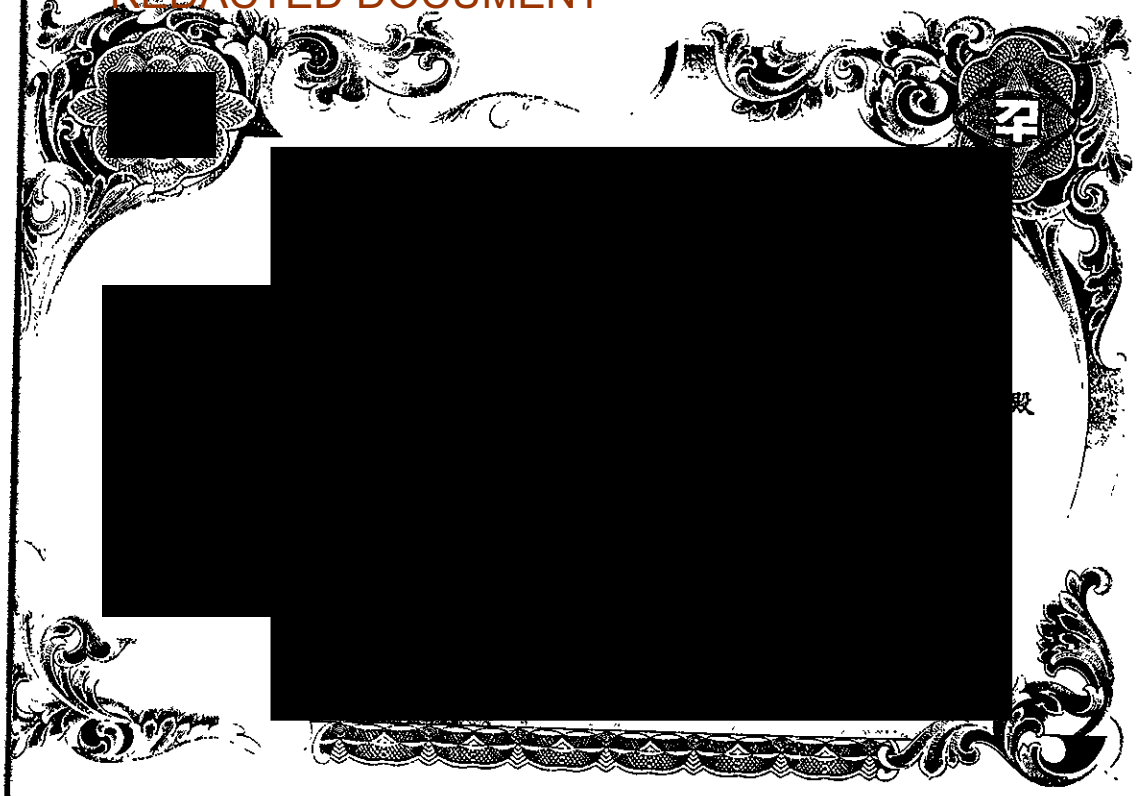
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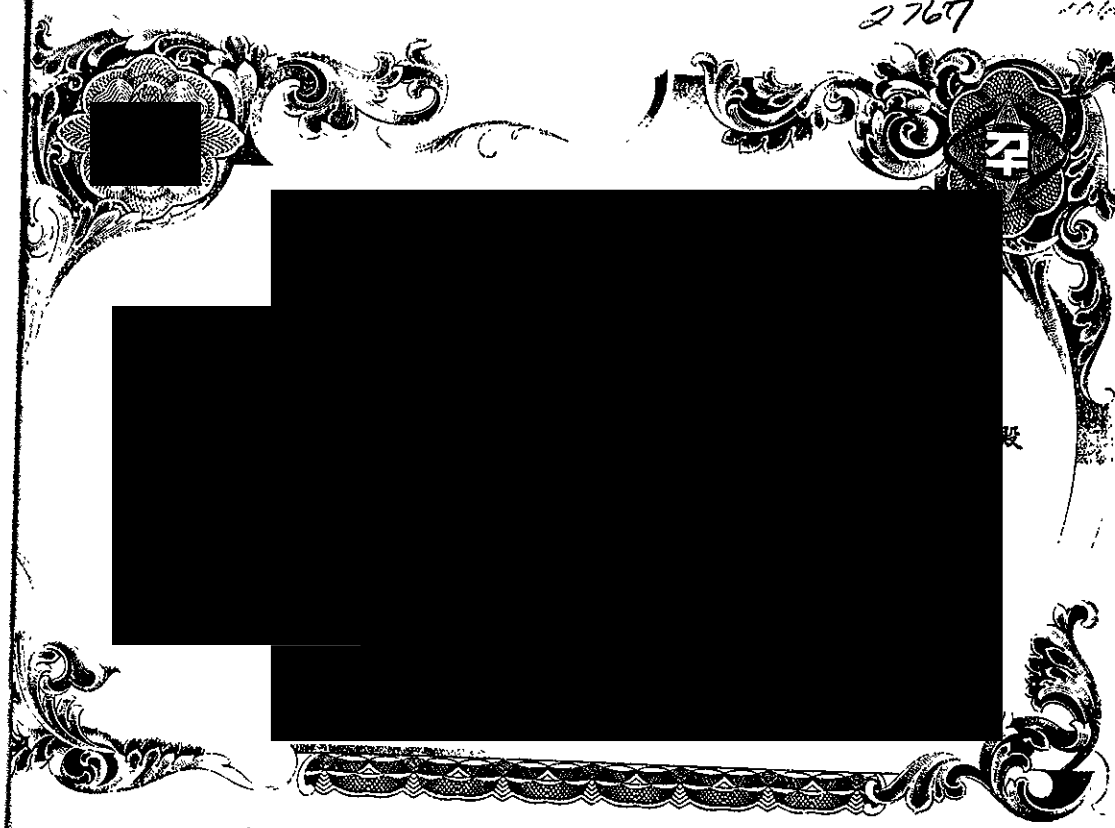
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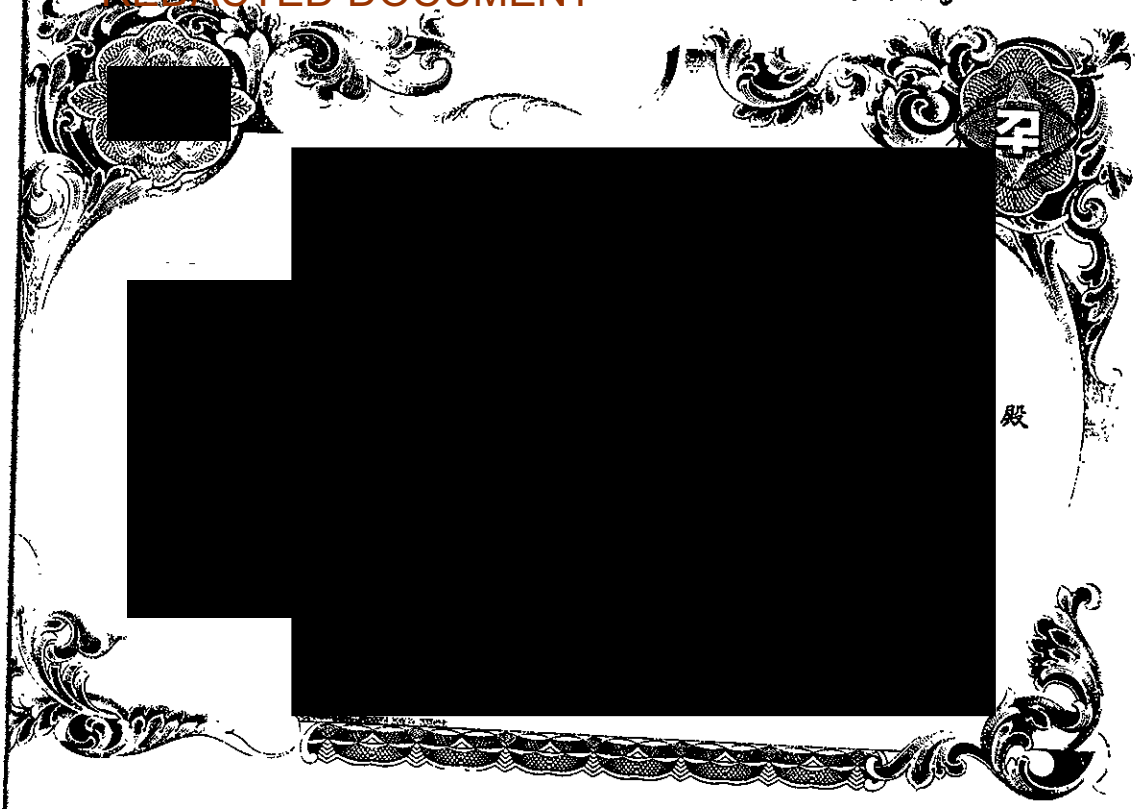


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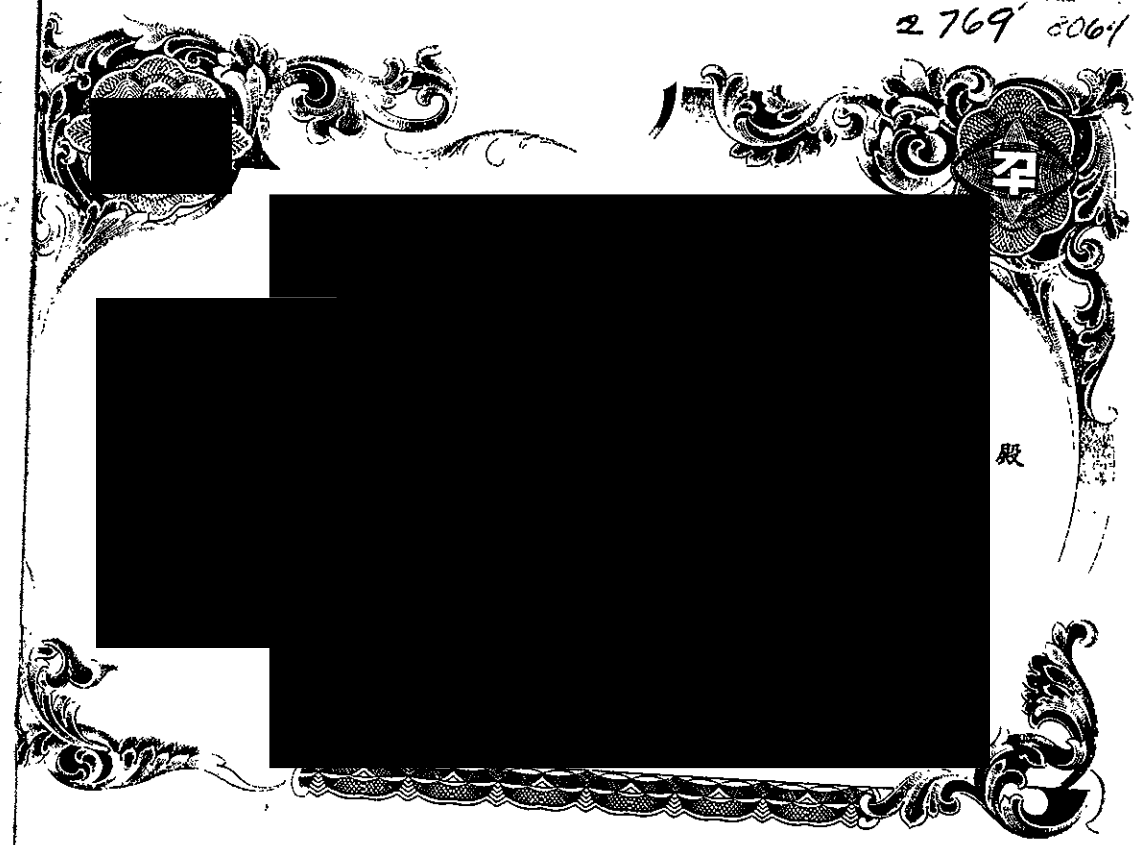


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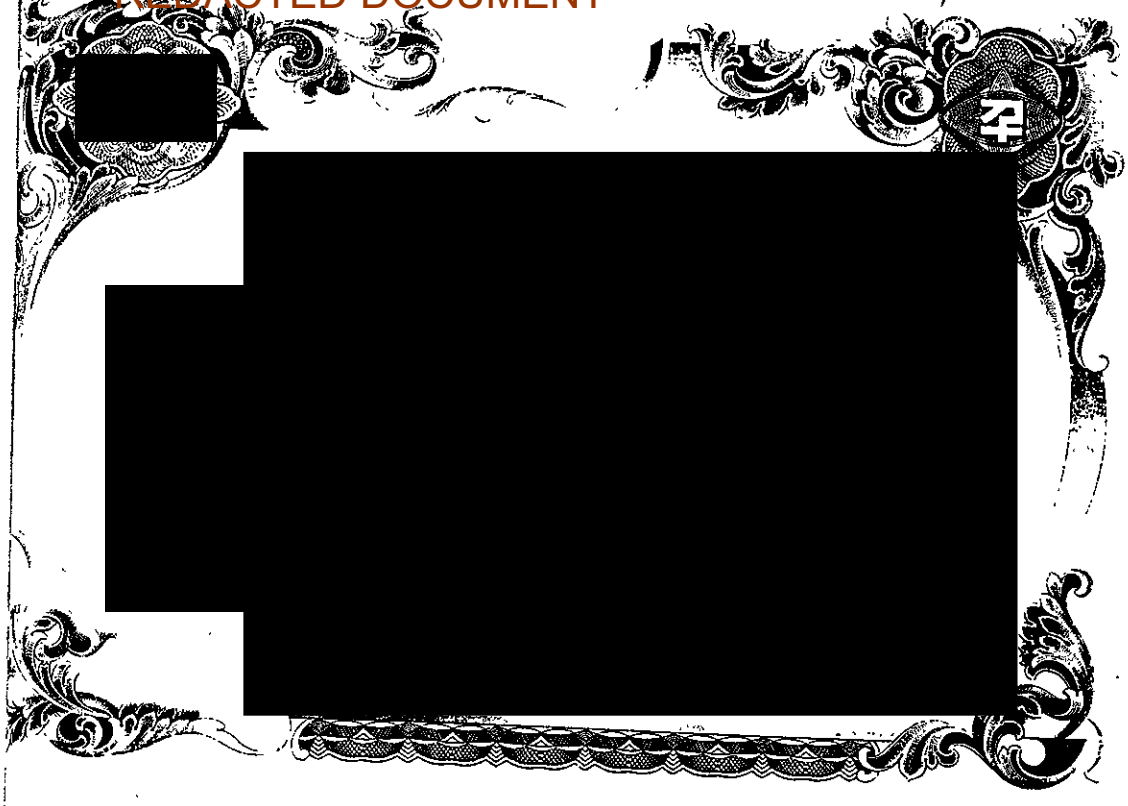
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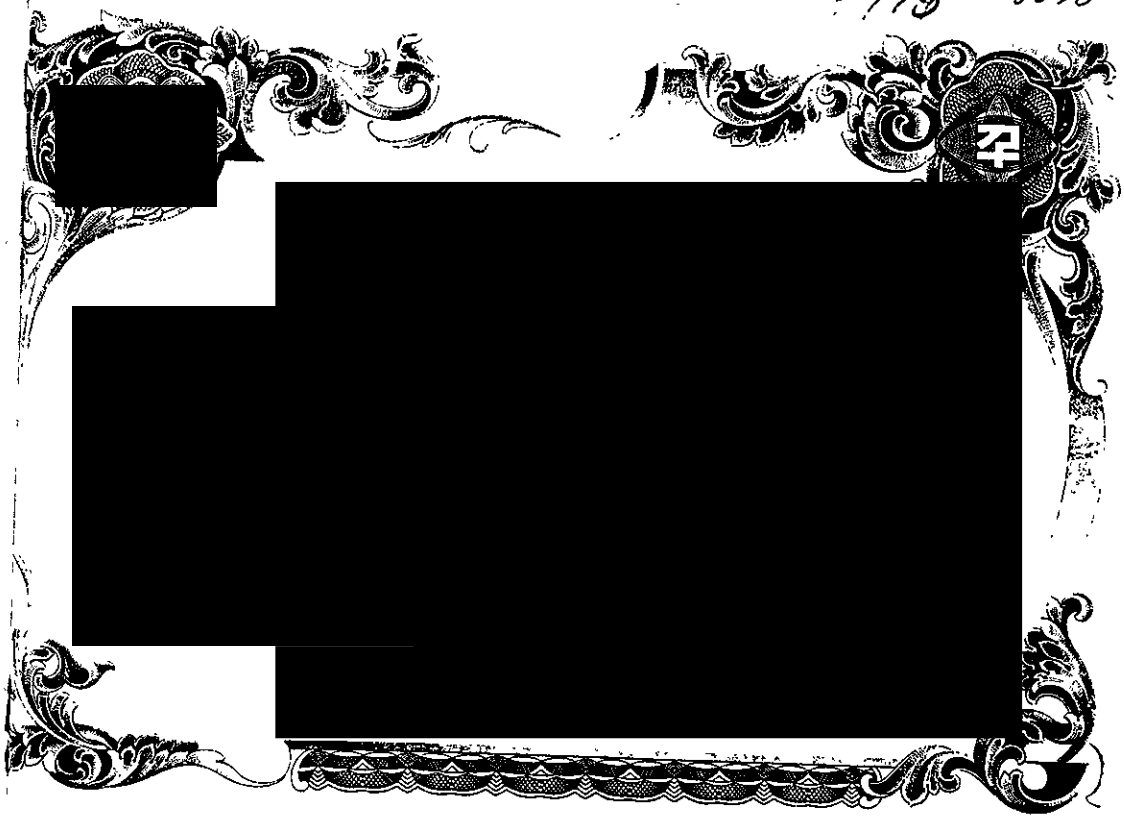
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REDACTED DOCUMENT





REDACTED DOCUMENT

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[redacted]

REDACTED DOCUMENT

[redacted]

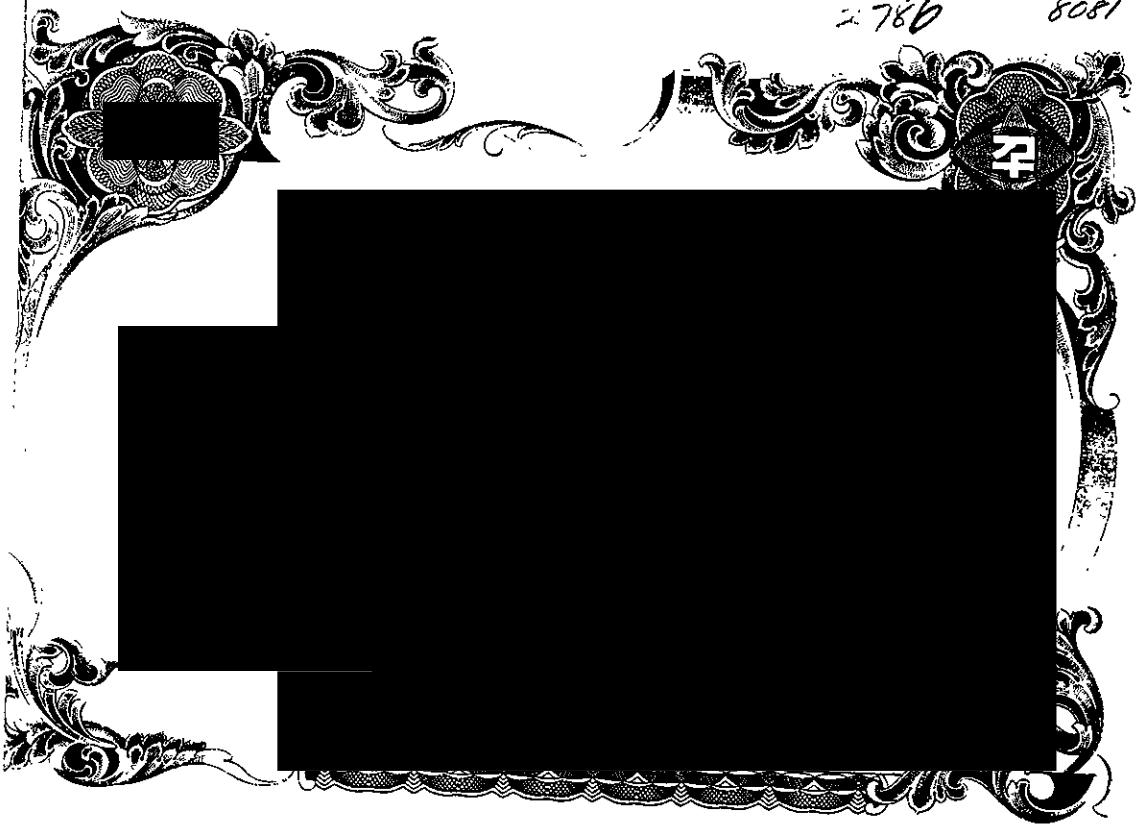
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CAMC-Greco-001304

REDACTED DOCUMENT

INCORPORATED UNDER THE LAWS OF THE STATE OF
VERMONT

NUMBER
29

[redacted]

CYPRUS WINDSOR MINERALS CORPORATION

AUTHORIZED CAPITAL [redacted] SHARES [redacted] PAR VALUE

This Certifies That CYPRUS MINES CORPORATION

[redacted] is the owner of

[redacted] full paid and non-assessable

SHARES OF THE CAPITAL STOCK OF CYPRUS WINDSOR MINERALS CORPORATION

transferable on the books of the Corporation in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and sealed with the Seal of the Corporation,

this 5th day of May A.D. 19 89

Bruce C Kiedorf
Assistant SECRETARY

Executive Vice PRESIDENT

THOUSANDS
0 1 2
3 4 5
HUNDS TENS UNITS
1 1 1
2 2 2
3 3 3
4 4 4
5 5 5
6 6 6
7 7 7
8 8 8
9 9 9
0 0 0
SHARES

No. 84

DWIGHT & M H JACKSON
205 W RANDOLPH STREET

DIV OF

CORPORATION SUPPLY CO
CHICAGO, ILLINOIS 60606

REDACTED DOCUMENT

For Value Received, hereby sell, assign and transfer unto _____

_____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____ 19__

In presence of

Pamela A. Solly

P. C. Wolf
President

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER

THIS SPACE IS NOT TO BE COVERED IN ANY WAY

REDACTED DOCUMENT

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

STOCK ASSIGNMENT

FOR VALUE RECEIVED, Cyprus Mines Corporation, the undersigned, hereby sells, assigns, and transfers all of the issued and outstanding shares of the capital stock of Cyprus Windsor Minerals Corporation, being [redacted] shares unto Cyprus Talc Corporation, which stock is standing in the name of the undersigned on the books and records of Cyprus Windsor Minerals Corporation represented by the share certificate numbered 29, and does hereby irrevocably constitute and appoint _____ as attorney-in-fact to transfer the said stock on the books of the company with full power of substitution in the premises.

CYPRUS MINES CORPORATION

BY: _____
P. C. Wolf, President

In the presence of:

_____

CAMC-Greco-001307

REDACTED DOCUMENT

INCORPORATED UNDER THE LAWS OF THE STATE OF

VERMONT

NUMBER [redacted]

[redacted]

CYPRUS WESTERN SOURCE CORPORATION

AUTHORIZED CAPITAL [redacted] SHARES [redacted] PAR VALUE

This Certifies That CYPRUS WINDSOR MINERALS CORPORATION is the owner of [redacted] full paid and non-assessable

SHARES OF THE CAPITAL STOCK OF CYPRUS WESTERN SOURCE CORPORATION

transferable on the books of the Corporation in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and sealed with the Seal of the Corporation,

this 5th day of May A.D. 19 89

Bruce C Kneller
Assistant SECRETARY

Executive Vice PRESIDENT

THOUSANDS 0 1 2 3 4 5
HUNDS TENS UNITS
1 1 1
2 2 2
3 3 3
4 4 4
5 5 5
6 6 6
7 7 7
8 8 8
9 9 9
0 0 0
SHARES

No. 84

DWIGHT & M H JACKSON
205 W RANDOLPH STREET

DIV. OF

CORPORATION SUPPLY CO
CHICAGO, ILLINOIS 60606

REDACTED DOCUMENT

For Value Received, ___ hereby sell, assign and transfer unto _____

_____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____ 19____

In presence of

_____ _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Shares Par Value Each.

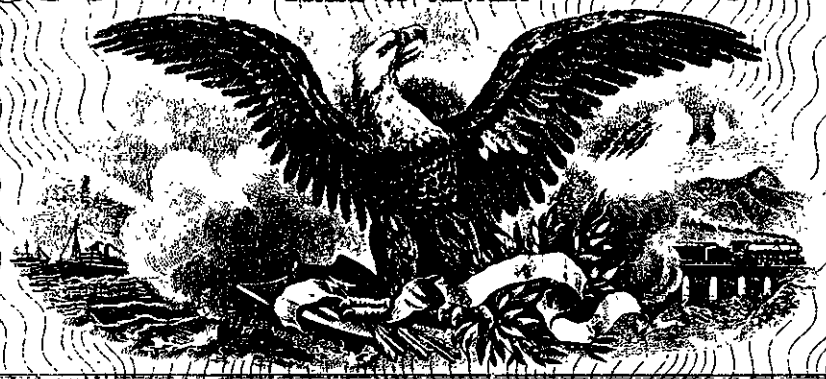
THIS SPACE IS NOT TO BE COVERED IN ANY WAY

CAMC-Greco-001309

REDACTED DOCUMENT

INCORPORATED UNDER THE LAWS OF THE

STATE OF NEVADA



NUMBER 2

[redacted] SHARES

CYPRUS INDUSTRIAL MINERALS CORPORATION

[redacted] COMMON STOCK

This Certifies that CYPRUS MINES CORPORATION is the owner of

[redacted] Shares of the Capital Stock of

CYPRUS INDUSTRIAL MINERALS CORPORATION

transferable only on the Books of the Corporation by the holder hereof in person or by duly authorized Attorney, on surrender of this Certificate properly endorsed.

In Witness Whereof the duly authorized officers of this Corporation have hereunto subscribed their names and caused the corporate Seal to be hereto affixed at Englewood, Colorado this 4th day of January A.D. 1974

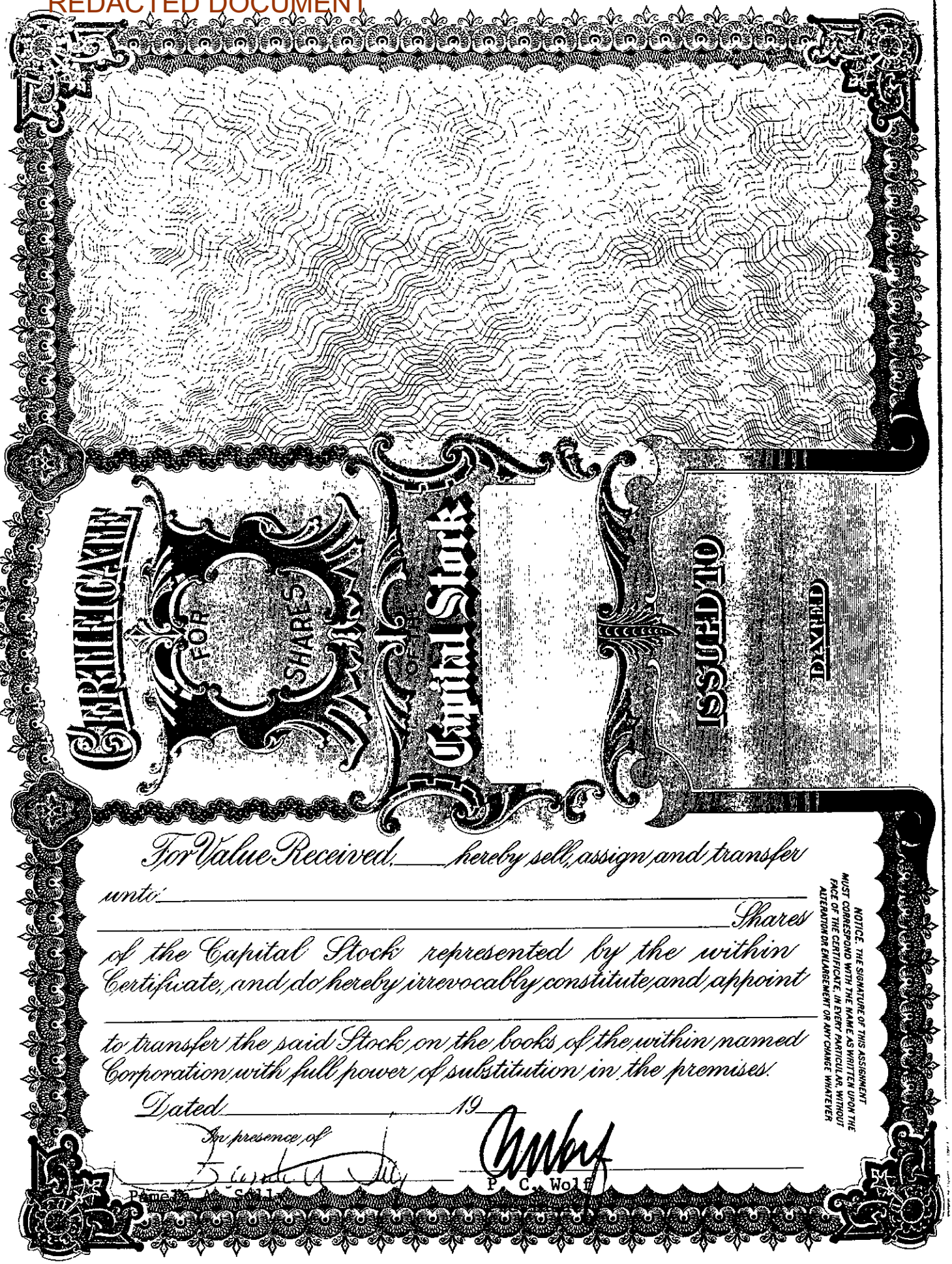
H. Pfluger
PRESIDENT

SECRETARY

[redacted] Shares $1.00 Par Each

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

REDACTED DOCUMENT



For Value Received, ____ *hereby sell, assign, and transfer*

unto _____

_____ *Shares*

of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____

to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____, 19__

In presence of

_____ _____

Pamela A. Sills P. C. Wolf

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER

REDACTED DOCUMENT

STOCK ASSIGNMENT

FOR VALUE RECEIVED, Cyprus Mines Corporation, the undersigned, hereby sells, assigns, and transfers all of the issued and outstanding shares of the capital stock of Cyprus Industrial Minerals Corporation, being [redacted] shares unto Cyprus Talc Corporation, which stock is standing in the name of the undersigned on the books and records of Cyprus Industrial Minerals Corporation represented by the share certificate numbered 2, and does hereby irrevocably constitute and appoint _____ as attorney-in-fact to transfer the said stock on the books of the company with full power of substitution in the premises.

CYPRUS MINES CORPORATION

BY: _____
P. C. Wolf, President

In the presence of:

_____

CAMC-Greco-001312

REDACTED DOCUMENT

INCORPORATED UNDER THE LAWS OF
DELAWARE



NUMBER [redacted]

[redacted]

GREEN MOUNTAIN TALC CORPORATION

This Certifies that CYPRUS MINES CORPORATION is the owner of [redacted] fully paid and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

PAR VALUE [redacted]

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation.

Dated _____

[redacted]

PRESIDENT

Deborah J. Reed
ASSISTANT SECRETARY

$1/100
PAR VALUE

REDACTED DOCUMENT

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations. Additional abbreviations may also be used though not in the list.

TEN COM	— as tenants in common	UNIF GIFT MIN ACT —	Custodian (Min
TEN ENT	— as tenants by the entireties	under Uniform Gifts to Minors Act	(St
JT TEN	— as joint tenants with right of survivorship and not as tenants in common		

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

.....

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

.....

.....

.....Shares

represented by the within Certificate, and hereby irrevocably constitutes and appoints.....

.....*Attorney to transfer the said shares on the books of the within-named Corporation with full power of substitution in the premises.*

Dated,.....

In presence of

.....

Pamela A. Solly

.....

P. C. Wolf
President

REDACTED DOCUMENT

STOCK ASSIGNMENT

FOR VALUE RECEIVED, Cyprus Mines Corporation, the undersigned, hereby sells, assigns, and transfers all of the issued and outstanding shares of the capital stock of Green Mountain Talc Corporation, being [redacted] shares unto Cyprus Talc Corporation, which stock is standing in the name of the undersigned on the books and records of Green Mountain Talc Corporation represented by the share certificate numbered 1, and does hereby irrevocably constitute and appoint _____ as attorney-in-fact to transfer the said stock on the books of the company with full power of substitution in the premises.

CYPRUS MINES CORPORATION

BY: _____
P. C. Wolf, President

In the presence of:

_____

AGREEMENT OF TRANSFER AND ASSUMPTION

AGREEMENT OF TRANSFER AND ASSUMPTION made this 5th day of June, 1992 by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS Cyprus wishes to sell and transfer to Newco, and Newco desires to acquire from Cyprus, all of the "Transferred Assets" (as defined below); and

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation, have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement").

NOW THEREFORE, in consideration of the mutual covenants herein set forth:

1. Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

2. Purchase and Sale. Cyprus, in accordance with and subject to the terms and conditions of this Agreement of Transfer and Assumption, agrees to sell, assign, transfer, convey and deliver to Newco, and Newco agrees to purchase, accept, acquire and take delivery of the Transferred Assets, all for the consideration specified in Section 8.(b)(ii), as they exist at the Newco Closing (as defined below), in each case free and clear of any Encumbrances except Permitted Exceptions. For purposes of this Agreement of Transfer and Assumption, the "Transferred Assets" shall mean all of Cyprus' right, title and interest in and to the assets, properties, rights and businesses of every type and description used primarily in or relating primarily to Cyprus' talc business (the "Talc Business"), whether real, personal or mixed, tangible or intangible, whether currently in use or idle, fixed or unfixed, accrued, absolute, contingent or otherwise, wherever located and including, without limitation, all of the right, title and interest of Cyprus in the assets listed in paragraphs (a) through (l) below (but excluding the assets described in Section 3).

(a) Cyprus' record and beneficial ownership of all of the issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation and its subsidiary Cyprus Western Source Corporation, a California

corporation; and Green Mountain Talc Corporation, a Delaware corporation; and Cyprus' record and beneficial ownership of 95% of the issued and outstanding shares of capital stock of DIMTA SA, a company organized under the laws of Spain, and Cyprus' record and beneficial ownership of 60% of the issued and outstanding shares of capital stock of Nihon Mistron Company, Ltd., a Tokyo, Japan corporation (collectively, the "Shares");

(b) the real property and mineral rights of the Talc Business and the records thereof;

(c) All current assets, including without limitation, all cash and, to the extent that the same may exist, all certificates of deposit, accounts receivable, claims, prepaid expenses, deferred charges, advances and deposits;

(d) All talc inventories of finished products, work-in-progress and raw materials of the Talc Business;

(e) All talc facilities and equipment of the Talc Business;

(f) All business machines, furniture and fixtures, supplies, office equipment, vehicles and other tangible personal property used primarily in or relating primarily to the Talc Business;

(g) All trademarks and other marks and, to the extent that the same may exist, all inventions, patents and any copyrights, and registrations thereof, all applications for any of the foregoing and all trade names;

(h) All right, title and interest in, to and under all contracts, agreements, leases, licenses, permits, orders, commitments of understandings to which Cyprus is a party or entitled to any right or interest;

(i) All trade secrets, processes, specifications, designs, drawings and technology which relate primarily to the Talc Business;

(j) All contracts, books, records and other data relating primarily to the Talc Business;

(k) All causes of action and claims of any kind of Cyprus against any other party related primarily to the Talc Business; and

(l) All other assets and rights of the Talc Business as a going concern.

3. Excluded Assets. Notwithstanding any provision of this Agreement of Transfer and Assumption to the contrary, the properties and assets (the "Excluded Assets") described in the attached Exhibit A, which by this reference is incorporated herein, shall be excepted herefrom and reserved to and retained by Cyprus.

4. Assumed Liabilities. Subject to the terms and conditions of this Agreement, in connection with its purchase of the Transferred Assets at the Newco Closing, Newco shall assume and shall perform, pay and discharge all of the liabilities or obligations, whether known, unknown, contingent or otherwise primarily relating to the Transferred Assets, including, without limitations, liabilities and obligations, whether known, unknown, contingent or otherwise arising out of transactions or events occurring on or prior to the Closing and relating primarily to the Transferred Assets (the "Assumed Liabilities").

5. Excluded Liabilities. Notwithstanding any provision of this Agreement of Transfer and Assumption to the contrary, Newco shall not be responsible for and shall not assume any of the following liabilities or obligations, whether known, unknown, contingent or otherwise (the "Excluded Liabilities") which are hereby expressly excluded from the definition of Assumed Liabilities: (i) any liabilities or obligations arising out of or relating to the Excluded Assets, (ii) any liabilities or obligations arising out of the Montana net proceeds tax liability, (iii) any liabilities arising out of or relating to properties disposed of by the Talc Business prior to the Newco Closing, and (iv) any liabilities or obligations (including costs and expenses associated therewith) arising from any litigation arising out of or relating to the operation of the businesses of the Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date.

6. Non-Assignable Contracts. Nothing herein shall be deemed to constitute an assignment or an attempt to assign any contract, agreement, lease, license, permit, order, or commitment or understanding to which Cyprus is a party if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or affect in any way the rights of Cyprus thereunder and such consent has not been given; but Cyprus will cooperate with Newco in any reasonable arrangement designed

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to provide for Newco the benefits under any such contract or agreement including, without limitation, the enforcement, for the benefit of Newco, of any and all rights of Cyprus against such other party or parties thereto arising out of any breach or cancellation thereof by such other party or parties or otherwise.

7. Closing. The closing of the transactions provided for herein (the "Newco Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York, immediately prior to the Closing provided for in the Stock Purchase Agreement.

8. Transactions at the Newco Closing. (a) At the Newco Closing, Cyprus will deliver to Newco the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Newco or its assigns, free and clear of any Encumbrances;

(ii) such deeds, bills of sale, endorsements, certificates, instruments of assignment and such other instruments of conveyance and transfer reasonably satisfactory in form and substance to vest in Newco good and marketable title to the Transferred Assets, in each case, free and clear of any Encumbrances other than Permitted Exceptions;

(iii) such instrument of retention reasonably satisfactory in form and substance as shall be necessary for Cyprus to retain the Excluded Liabilities.

(b) At the Newco Closing, Newco will deliver to Cyprus the following:

(i) such instruments of assumption reasonably satisfactory in form and substance to Cyprus as shall be necessary for Newco to assume all of the Assumed Liabilities;

(ii) Stock certificates evidencing all shares of Common Stock of Newco.

9. Representations and Warranties of Cyprus. Cyprus hereby represents and warrants to Newco that it has good and marketable title or possessory rights to all of the Transferred Assets and that at the Newco Closing, good and

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marketable title or possessory rights to all of the Transferred Assets, free and clear of any Encumbrances other than Permitted Exceptions, will be transferred to Newco.

10. Attorney-in-Fact. Cyprus hereby makes, constitutes and appoints Newco the true and lawful attorney-in-fact of Cyprus, with full power of substitution, in the name and stead of Cyprus, but on behalf and for the benefit of Newco, to demand and receive any and all of the Transferred Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time institute, prosecute, appear in, defend and appeal in the name of Cyprus, or otherwise, at the expense and for the benefit of Newco, any and all actions, suits and proceedings at law, in equity or otherwise, which Newco may deem proper in order to collect or reduce to possession any of the Transferred Assets, or enforce any claim or right of any kind hereby conveyed or assigned and transferred, or to resist or defend against any claim, or assertion relating to an Assumed Liability and to do all acts and things in relation to the Transferred Assets or the Assumed Liabilities which Newco shall deem desirable.

11. Mail. Cyprus further authorizes Newco, its successors and assigns, to receive and open all mail, telegrams and other communications, and all express and other packages addressed to Cyprus under the name of "Cyprus Industrial Minerals Company" and to retain such of the same as relate to the Transferred Assets and Newco hereby agrees to forward to Cyprus with reasonable dispatch all other mail, telegrams, communications, express and other packages addressed to Cyprus. The foregoing shall constitute a full authorization to the postal authorities, all telegraph and express companies, and all other persons to make delivery of such items to Newco, its successors and assigns.

12. Further Assurance. Upon written request of Newco, Cyprus shall from time to time execute and deliver to Newco, without further consideration, such other and further instruments of conveyance, assignment and transfer as Newco may reasonably request for the more effective conveyance, assignment and transfer to Newco of any of the Transferred Assets.

13. Indemnification. (a) Cyprus shall indemnify and hold Newco harmless from and against all Damages caused by, resulting or arising from (i) any Breach of the representations or warranties of Cyprus set forth in Section 9 hereof, or (ii) the Excluded Liabilities.

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(b) Newco shall indemnify and hold Cyprus harmless from and against all expenses, including reasonable legal expenses, incurred by Cyprus in any litigation against Newco in which Newco is found to have breached any of its obligations under this Agreement.

14. Miscellaneous. This Agreement of Transfer and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance. This Agreement of Transfer and Assumption contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondences, undertakings and communications of the parties, oral or written, respecting such subject matter. This Agreement may be amended only by a written instrument executed by the parties. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement of Transfer and Assumption on the day and year first above written.

CYPRUS TALC CORPORATION

By: _____

CYPRUS MINES CORPORATION

By: _____

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EXHIBIT A

Excluded Assets

1. The Hamm Underground Mine Property

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AMENDMENT TO AGREEMENT OF TRANSFER AND ASSUMPTION

AMENDMENT DATED AS OF JUNE 24, 1992, TO AGREEMENT OF TRANSFER AND ASSUMPTION DATED JUNE 5, 1992, by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS, on June 5, 1992, the parties entered into an Agreement of Transfer and Assumption (the "Transfer Agreement");

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation ("RTZ"), have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement");

WHEREAS, with the recognition and acknowledgement of RTZ, the parties desire to make certain conforming changes to the Transfer Agreement to confirm the intent of the parties;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Transfer Agreement:

1. The Transfer Agreement is hereby amended on page 3, Section 5, line 14, by deleting "litigation" after "any" and by inserting "third party claims (other than employee claims for which RTZ, referred to as "Buyer" in the Stock Purchase Agreement, is responsible under Section 7.4 of the Stock Purchase Agreement)" after "any".

2. The Transfer Agreement is hereby amended on page 4, Section 7, line 5, by inserting "and shall be effective immediately prior to the close of business on the Closing Date" after "Agreement".

3. The Transfer Agreement is hereby amended on page 4, Section 8(a)(ii), by deleting the last three lines of the section and inserting in lieu thereof "all right, title and interest of Cyprus in the Transferred Assets;" after "Newco".

4. Section 9 of the Transfer Agreement is hereby amended by deleting the existing Section 9 and inserting in lieu thereof the following:

" 9. Representations and Warranties of Cyprus.

(a) Cyprus hereby represents and warrants to Newco that it has good and marketable title to the Shares and that at the Newco Closing, good and marketable title to the

Shares, free and clear of any Encumbrances will be transferred to Newco.

(b) Cyprus hereby represents and warrants to Newco that, to the "Knowledge of Cyprus" (as such term is defined with respect to Seller in the Stock Purchase Agreement), it has good and marketable title or possessory rights to all of the Transferred Assets (other than the Shares covered in (a) above) and that at the Newco Closing, good and marketable title or possessory rights to all such Transferred Assets, free and clear of any Encumbrances other than those described in Section 5.8 or in Schedule 5.8 of the Stock Purchase Agreement, will be transferred to Newco.

(c) The representations and warranties contained in Section 9(a) hereof shall survive the Newco Closing until the expiration of the limitation period under the applicable statutes of limitations (or any extension thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified in writing to Cyprus by Newco, RTZ or their successors. The representations and warranties contained in Section 9(b) hereof shall survive for a period of one year after the Newco Closing and shall thereafter expire except with respect to breaches and violations theretofore specified in writing to Cyprus by Newco, RTZ or their successors."

5. The Transfer Agreement is hereby amended on page 5, Section 13(a), line 5, by inserting ", provided, however, that with respect to claims made pursuant to (i) of this Section 13(a), the limitations set forth in Section 11.4 of the Stock Purchase Agreement shall apply to all such claims and, in applying such limitations, such claims shall be added to all other claims made against Cyprus (referred to as "Seller" in the Stock Purchase Agreement) or Cyprus Minerals Company pursuant to Section 11.4 of the Stock Purchase Agreement" after "Liabilities".

6. The Transfer Agreement is hereby amended on page 6 by renumbering Section 14 to become Section 15 and inserting a new Section 14 as follows:

" 14. Taxes. Cyprus shall be liable for all transfer, sales, use or other similar taxes arising under any state, local or foreign law from the sale and transfer of the Transferred Assets to Newco."

7. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement of Transfer and Assumption on the day and year first above written.

CYPRUS TALC CORPORATION

By: _____
G.J. Malys, Senior Vice President

CYPRUS MINES CORPORATION

By: _____
P.C. Wohl, President

SECOND AMENDMENT TO AGREEMENT OF TRANSFER AND ASSUMPTION

SECOND AMENDMENT DATED AS OF JUNE 30, 1992, TO AGREEMENT OF TRANSFER AND ASSUMPTION DATED JUNE 5, 1992, by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS, on June 5, 1992, the parties entered into an Agreement of Transfer and Assumption (the "Transfer Agreement") and thereafter entered into an Amendment to the Transfer Agreement;

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation ("RTZ"), have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement") and thereafter entered into an Amendment to the Stock Purchase Agreement;

WHEREAS, with the recognition and acknowledgement of RTZ, the parties desire to make certain conforming changes to the Transfer Agreement to confirm the intent of the parties;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Transfer Agreement:

1. The Transfer Agreement as amended is hereby amended on page 3, Section 5, line 14, by deleting "third party claims (other than employee claims for which RTZ, referred to as "Buyer" in the Stock Purchase Agreement, is responsible under Section 7.4 of the Stock Purchase Agreement)" after "any" and by inserting "third party claims (other than third party claims for which and to the extent that Cyprus and Cyprus Minerals Company are not liable to any Buyer Indemnitee under the Stock Purchase Agreement)" after "any".

2. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment to the Agreement of Transfer and Assumption on the day and year first above written.

Approved by:

RTZ AMERICA INC.

By: _____
President

CYPRUS TALC CORPORATION

By: _____
Senior Vice President

CYPRUS MINES CORPORATION

By: _____
President

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