

AGREEMENT FOR THE SALE AND PURCHASE OF CERTAIN  
ASSETS OF AMERICAN TALC COMPANY, INC.

This Agreement (the "Agreement") is entered into as of August 3, 1979 by and between CYPRUS GEORESEARCH COMPANY, a Nevada corporation ("Cyprus"), and AMERICAN TALC COMPANY, INC., an Alabama corporation ("American").

W I T N E S S E T H:

WHEREAS, American owns and operates a plant for the processing of crude talc ore situated on real property owned by Resource Processors, Inc. in Talladega County, Alabama (the "Plant"), certain furniture, fixtures, equipment, tools, machinery and other items located on said real property or associated therewith (the "Equipment") and certain supplies; and

WHEREAS, Cyprus desires to purchase and American desires to sell the Plant, the Equipment and such supplies.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Sale and Purchase of Assets.

(a) Subject to the terms and conditions of this Agreement, American agrees to sell, transfer, assign

P X D      Ex. No.: 25  
Deponent: H. MULRYAN  
Date: 1/28/76  
Shirley Q. Casilan, CSR No. 12361

PLAINTIFF'S  
EXHIBIT  
**CAM-68**

CYP-OWENS-000058

and convey to Cyprus and Cyprus agrees to purchase from American:

(i) the Plant, as described on Schedule A attached to this Agreement (the "Real Property"), free and clear of all liens, claims, mortgages, covenants, conditions, encumbrances and charges of every kind except only the lien, if any, for current taxes not yet payable and those covenants, conditions and restrictions of record, if any, regarding such Real Property as are specifically described on Schedule A; and

(ii) the Equipment listed and described on Schedule B attached to this Agreement (the "Personal Property"; together with the Real Property hereinafter sometimes referred to as the "Assets") free and clear of all liens, claims, charges, restrictions, equities, pledges, security interests and encumbrances of any kind or character.

(b) Cyprus agrees to pay total consideration in the amount of \$700,000 for the Assets (the "Purchase Price"), including the amount of the Downpayment provided for in subparagraph (d) of this Paragraph 1. In addition, the parties hereto shall pay taxes, assessments, insurance premiums and fees payable by American as provided herein. Of the Purchase Price, the sums of \$369,000 shall be payable with respect to the Real

Property and \$331,000 shall be payable with respect to the Personal Property.

(c) Cyprus shall not assume, pay, perform or discharge and hereby disclaims the assumption of any obligations of American, existing, contingent or otherwise;

(d) Prior to or upon the execution of this Agreement, Cyprus shall pay to American by check a nonrefundable downpayment with respect to the Assets in the amount of \$22,000 (the "Downpayment");

## 2. The Closing.

(a) The consummation of the purchase and sale provided for herein, and compliance with the provisions of Paragraph 6(h) hereof, shall take place through an escrow (the "Escrow") on the fifth business day in New Jersey following availability of reasonable evidence that all the conditions to the obligations of Cyprus set forth in Paragraph 7 hereof will be fulfilled on or prior to such fifth business day, or at such other time as the parties shall mutually agree upon (such time being herein referred to as the "Closing Time"). Time is of the essence of this Agreement. If the transactions provided for herein have not been consummated on or prior to March 31, 1980, either party hereto who is not then in breach hereof may thereafter terminate this Agreement by notice to the other party, and in any

event, if the transactions provided for herein have not been consummated by March 31, 1985, then this Agreement shall terminate without further act of the parties hereto, except that no such termination shall affect the right to damages for any breach hereof prior to such termination.

(b) The parties hereto shall open the Escrow with the "Escrow Holder" who shall be Pioneer National Title Insurance Company, or if it is unable or unwilling to serve, it shall be any other person or corporation agreeable to the parties hereto. The Escrow shall be opened within 30 days from and after the date hereof. The fees of the Escrow Holder shall be paid one-half by Cyprus and one-half by American.

(c) This Agreement, together with the standard form General Provisions of the Escrow Holder shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Escrow Holder hereunder are not acceptable to the Escrow Holder, or if the Escrow Holder requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Cyprus and American shall mutually approve, and which do not substantially alter this Agreement or its intent. In the event of any conflict between the provisions of the General Provisions and this Agreement, the provisions of this Agreement shall control.

(d) At the Closing Time, American will deliver to Cyprus:

(i) a warranty deed to the Real Property or any other form of deed satisfactory to Pioneer National Title Insurance Company;

(ii) such bills of sale and other assignments and conveyances as shall be necessary, or in the discretion of Cyprus required, to effect transfer and to vest title in Cyprus to the Personal Property in accordance with the terms of this Agreement;

(iii) the opinion of Messrs. Gifford, Woody, Palmer & Serles, referred to in Paragraph 7(g) hereof;

(iv) evidence satisfactory to Cyprus of the performance or fulfillment of all the conditions to the obligations of Cyprus set forth in Paragraph 7 hereof;

(v) such consents, certificates, resolutions, schedules and other documents as are required or necessary to satisfy and perform the terms and conditions of this Agreement.

(e) At or prior to the Closing Time, upon the foregoing delivery by American, and subject to the terms

and conditions hereof, Cyprus shall pay, in immediately available funds or by certified or official bank check drawn on a New Jersey bank, to the Escrow Holder the Purchase Price reduced by the Downpayment. Cyprus shall also pay amounts payable pursuant to Paragraph 14 hereof with respect to the title insurance and the transfer of the Real Property. Both parties shall pay their pro rata portions of taxes as provided in Paragraph 14.

3. Representations and Warranties of American.

American does hereby represent, warrant and agree as follows:

(a) American is and will be at the Closing Time a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama with full corporate power and authority to enter into and perform this Agreement.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by American and by its shareholders, Charles Mathieu, Inc. and Imperial Products Co., Inc., by all requisite corporate action and this Agreement is a valid and binding obligation of American in accordance with its terms.

(c) Except as set forth on Schedule A, American has good and marketable title to all the Real Property

free and clear of all liens (other than liens for current taxes not yet payable), claims, mortgages, covenants, conditions, encumbrances and charges of every kind, and the buildings and other improvements on the Real Property are in good operating condition, maintenance and repair and conform in all respects to all applicable zoning and other ordinances. Copies of all agreements, including, without limitation, mortgages, trust deeds and leases regarding such Real Property have been delivered to Cyprus.

(d) American has good and marketable title to all the Personal Property free and clear of all liens, claims, charges, restrictions, equities, pledges, security interests, and encumbrances of any kind or character and at the Closing Time the Personal Property will be free and clear of all such matters. All of the Personal Property is in good operating condition, maintenance and repair, ordinary wear and tear and current maintenance requirements excepted, and is presently fit and usable for the purposes for which such Personal Property is being used or is intended to be used and, to the best knowledge of American, none of such personal property is in violation of any federal, state or local environmental protection, labor, safety, health and other applicable codes, laws, statutes, ordinances, orders and regulations, including the Federal Occupational Safety and Health Act of 1970 and the Federal Mine Safety and Health

Act of 1977, and American has received no notice of any such violation under either of such Acts.

(e) The Crude Talc as defined in Paragraph 9 hereof is of merchantable quality.

(f) There is no litigation or proceeding of any nature, judgment, decree or any governmental investigation outstanding, pending or threatened which involves any of the Assets or the Crude Talc.

(g) American has in all material respects performed all obligations required to be performed by it to the date of this Agreement under all agreements relating to the Assets and the Crude Talc to which it is a party or by which it is bound and American is not in default under any of such agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with any of the provisions of the Articles of Incorporation or By-Laws of American or result in any breach of any term, condition or provision, or constitute a default under any decree, agreement or other obligation to which American is a party or by which it is bound or result in the imposition of any charge or encumbrance on any of the Assets or the Crude Talc.

(h) American has paid all taxes and assessments regarding the Assets and the Crude Talc due or claimed

to be due from federal, state or local taxing authorities (including all property, use, license and sales taxes).

(i) No representation or warranty set forth in this Agreement or in any Schedule hereto or other documents furnished or to be furnished by American pursuant to this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements made not misleading or necessary to provide Cyprus with complete and accurate information as to American.

#### 4. Representations and Warranties of Cyprus.

Cyprus hereby represents and warrants to, and covenants with, American as follows:

(a) Cyprus is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, with full corporate power to carry on its businesses as presently conducted; and

(b) Cyprus has full power and authority to execute, deliver and perform this Agreement and this agreement has been duly authorized by all necessary and proper corporate action on the part of Cyprus, and this Agreement is the valid and legally binding obligation of Cyprus in accordance with its terms.

5. Survival of Representations and Warranties.

The representations and warranties set forth in this Agreement shall remain in full force and effect regardless of any investigation, verification or approval by any party hereto, or by anyone on behalf of any party hereto and shall survive the Closing Time.

6. Obligations of American Prior to Closing.

American covenants and agrees that as soon as reasonably practicable after the execution and delivery of this Agreement, and in any event on or prior to the Closing Time, it will:

(a) use its best efforts to obtain any and all consents, approvals and permits (and to transfer any of the same it presently has or obtains to the name of Cyprus) necessary to satisfy and perform the terms and conditions of this Agreement or for Cyprus to own and operate the Assets;

(b) maintain existing insurance policies relating to the Assets and the Crude Talc;

(c) not mortgage, pledge or subject to lien (other than any lien for taxes not yet payable) or otherwise encumber any of the Assets or the Crude Talc;

(d) not do or omit to do any act or thing which would cause a breach of any contract which would result in the imposition of any charge or encumbrance on any of the Assets or the Crude Talc;

(e) use its best efforts to accomplish all of the conditions within its control to the obligations of Cyprus under this Agreement;

(f) use its best efforts to preserve and maintain all of the Assets in good operating condition;

(g) promptly notify Cyprus of the institution or threatened or prospective institution of any action, claim or proceeding of any nature regarding any of the Assets or the Crude Talc;

(h) do all things, including the preparation, filing, publication and delivery of any notice or other document, required for compliance with the Bulk Transfers Chapter and the other applicable provisions of the Alabama Uniform Commercial Code or any other law, regulation or ordinance necessary or desirable to Cyprus to be complied with in connection with the sale and transfer of the Assets and the Crude Talc; and

(i) perform and pay in full all of its obligations with respect to and cause to be removed, released and terminated any and all of the liens, claims, mortgages,

covenants, conditions, charges, restrictions, equities, pledges, security interests and encumbrances on the Assets, as required to deliver title in accordance with this Agreement.

7. Conditions to Obligations of Cyprus. The obligations of Cyprus under this Agreement are, at the option of Cyprus, subject to the conditions that, at or before the Closing Time:

(a) All the terms, covenants and conditions of this Agreement to be complied with and performed by American at or before the Closing Time shall have been duly complied with and performed and American shall have delivered to Cyprus a certificate or certificates of the President and any Vice President of American (an "Officers' Certificate") to such effect regarding the terms, covenants and conditions generally or, as required by Cyprus, any or all such terms, covenants or conditions individually, dated the Closing Time and signed by each of them.

(b) All of the representations and warranties made by American herein, including such representations and warranties as are contained in the Schedules hereto, shall be true as of the Closing Time with the same force and effect as though such representations and warranties had been made as of the Closing Time and American shall have delivered to Cyprus an Officers' Certificate or

Certificates to such effect regarding the representations and warranties generally or, as required by Cyprus, any or all such representations and warranties individually, dated the Closing Time and signed by each of them.

(c) There shall have been delivered to Cyprus on behalf of American such other Officers' Certificates and any other evidence of compliance with the terms of this Agreement as Cyprus (consistent with the terms of this Agreement) may reasonably request.

(d) The form and substance of the Schedules to this Agreement and all opinions, certificates, instruments of transfer and other documents required under this Agreement shall be satisfactory in all respects to Cyprus and counsel for Cyprus.

(e) Any and all actions, proceedings, permits, consents and approvals (including the approval of the shareholders of American) required or desirable to perform and satisfy the terms and conditions of this Agreement and to operate and utilize the Assets, including the transfer of any such existing permits, consents and approvals to the name of Cyprus, shall have been obtained and all other related legal matters shall have been performed to the satisfaction of Cyprus and counsel for Cyprus.

(f) The asset acquisitions by Cyprus contemplated by the asset purchase agreements entered into concurrently herewith between Cyprus and Metropolitan Talc Company, Inc., and Resource Processors, Inc., respectively, shall have been or shall concurrently be completed as contemplated, and the agreement between Cyprus and Charles Mathieu, Inc. with respect to European talc ore and products, entered into concurrently herewith shall be in full force and effect at the Closing Time;

(g) Cyprus shall have received an opinion of Messrs. Gifford, Woody, Palmer & Serles, counsel for American dated the Closing Time, in form and substance satisfactory to Cyprus and its counsel, to the effect that:

(i) American is a corporation duly organized and validly existing and in good standing under the laws of the State of Alabama, and has all necessary corporate power to execute and deliver this Agreement and to perform its obligations hereunder;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by American by all requisite corporate action of American and this Agreement has been duly executed by American and is valid and enforceable in accordance with its terms as to it. The execution and delivery

of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in a breach of, any term or provision of the Articles of Incorporation or By-Laws of American or insofar as is known to such counsel, any terms of any indenture, mortgage, deed of trust or other agreement, instrument, document or understanding to which American is a party or by which it is or may be bound, or constitute a default thereunder resulting in the creation or disposition of any lien, charge or encumbrance, or give to others any interest or right in any of the Assets or the Crude Talc;

(iii) insofar as is known to such counsel, American has good and marketable title, free and clear of all liens, claims, charges, equities, security interests, pledges or encumbrances or legal, contractual or other limitations or restrictions of any kind, with the exception of covenants, conditions and restrictions of record, to all of the Assets and the Crude Talc;

(iv) insofar as is known to such counsel there is no action, suit, claim, proceeding, including any bankruptcy proceeding, or governmental investigation pending or threatened against or relating to American, the Assets, the Crude Talc or the transactions contemplated by this Agreement; and

(v) insofar as is known to such counsel no consent, approval, authorization or order of any governmental authority or any other person or entity which has not been obtained, continuing and effective at the Closing Time, is required for the consummation of the transactions contemplated by this Agreement and, insofar as is known to such counsel, no action, suit, claim or proceeding of any nature has been instituted or threatened which would prevent, interfere with, delay or subject Cyprus to any obligation, liability, or remedy, punitive, rescissory, restitutionary or otherwise because of the consummation of the transactions contemplated by this Agreement.

(vi) that all things including the preparation, filing, publication and delivery of any notice or other document required for compliance with the Bulk Transfers Chapter and the other applicable provisions of the Alabama Uniform Commercial Code or any other law; regulation or ordinance necessary or desirable to be complied with in connection with the sale and transfer of the Assets or the Crude Talc have been complied with.

Said opinion shall include such other legal matters as Cyprus may reasonably require. Such counsel may rely as to matters of fact upon certificates of responsible officers of American if such facts fall within the area of

responsibility of the certifying officer. Said opinion may be subject to the qualification that the enforceability of any agreement or document referred to herein is subject to the effect of any applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally in the event of the bankruptcy or insolvency of any party thereto or the applicability to any such party of other laws affecting creditor's rights generally; or federal or state securities laws, or antitrust laws, from time to time in effect. No opinion need be expressed as to the availability to Cyprus of any equitable remedy involving but not limited, to specific performance.

8. Conditions to Obligations of American. The obligations of American under this Agreement are subject to the conditions that:

(a) At or before the Closing Time all the terms, covenants and conditions of this Agreement to be complied with and performed by Cyprus at or before the Closing Time shall have been duly complied with and performed.

(b) All of the representations and warranties made by Cyprus herein shall be true as of the Closing Time with the same force and effect as though such representations and warranties had been made as of the Closing Time and Cyprus shall deliver to American a certificate signed by its President or any Vice President to such effect.

9. Crude Talc, Supplies, Etc. At the closing Time, Cyprus will acquire the crude talc ore (the "Crude Talc") and other supplies of American then on hand at cost, as determined by reference to invoices to American. The approximate amount of Crude Talc then on hand shall be determined by a survey thereof and the amounts of supplies then on hand shall be determined by an inventory thereof, each caused to be taken by the parties hereto. The total amount payable for the supplies plus an amount equal to 80% of the aggregate cost of the Crude Talc shall be paid to American at the Closing Time by certified or bank cashier's check drawn on a New Jersey bank or in immediately available funds. The parties shall settle the total amount payable for the Crude Talc after the same has been processed by Cyprus. The total amount payable for the Crude Talc shall be based upon the <sup>LESSEER OF THE</sup> actual amount processed by Cyprus. ~~The actual amount processed by Cyprus shall be~~ determined by dividing the total amount of finished product by <sup>85 OR THE AMOUNT DETERMINED TO BE ON HAND BY THE SURVEY REFERRED TO ABOVE.</sup> ~~96.~~

Cyprus will supply, until November 11, 1979, American with sufficient supplies of products to enable it to fulfill any purchase orders accepted by American prior to the Closing Time (unless such order is cancelled), at a price or prices equal to those paid to American by such customer, until 30 days after Cyprus shall give American notice of price change. Nothing in this paragraph shall be deemed to mean that Cyprus has assumed or agreed to perform any such contract or purchase order. Cyprus will perform services for American so as to permit American to perform under its letter agreement executed

August 23, 1972, so long as such agreement is terminated on or before August 23, 1980 and so long as Cyprus is free to increase prices in its sole discretion.

10. No Use of American's Name, Etc. Cyprus shall have no right to use American's corporate name or any part or variant thereof, or to use any of American's trademarks, trade names, logos or other identifying symbols or signs.

11. Indemnification from Liabilities; Remedies. American and its shareholders and their successors and assigns, shall indemnify Cyprus against and hold it harmless from and against and in respect of any or all of the following:

(i) any and all loss, cost, damage or expense or liabilities therefor arising out of the assertion against Cyprus of any liability or obligation of American, whether accrued, absolute, contingent or otherwise;

(ii) any and all damages or deficiencies resulting in the event that any of the representations and warranties made by American in this Agreement or in the Schedules hereto or in any statement or certificate furnished in connection with the transactions contemplated hereby, or as of the Closing Time as required hereunder, shall be determined to be untrue, and in such event, American will pay to Cyprus an amount equal to

the amount which it would then cost to put Cyprus in the respective positions that it would have been in had such representation or warranty, statement or certificate been true and correct;

(iii) all reasonable counsel fees, court costs and other expenses incurred by Cyprus in connection with its exercise of rights hereunder and in defense of any actions or proceedings brought by third parties alleging facts which, if true, would give rise to a claim under subparagraph (i) or (ii) immediately above;

Cyprus shall give notice to American of any claim made or action brought by a third party for which indemnity might be sought under this Paragraph 11. Upon receipt of such notice American may elect to defend such claim through counsel selected by it and reasonably acceptable to Cyprus. Cyprus shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of Cyprus unless the employment of such counsel has been specifically authorized in writing by American.

12. Further Assurances. American will, at any time and from time to time after the Closing Time, upon request of Cyprus, do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to

convey and transfer to and vest in Cyprus and protect the right, title and interest in and enjoyment of all the Assets intended to be assigned, transferred and conveyed pursuant to this Agreement.

13. Notices. Any notice, request, instruction or other document to be given hereunder to any party shall be in writing delivered personally or sent by registered or certified mail, postage prepaid, as follows:

If to American, to:

American Talc Company, Inc.  
18-22 Bank  
P. O. Box AM  
Summit, New Jersey 07901  
Attention: Donald R. Ferry

If to Cyprus, to:

Cyprus Georesearch Company  
555 South Flower Street  
Los Angeles, California 90071  
Attention: Mr. H. T. Mulryan

Either party may change his or its address for purposes of this paragraph by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

14. Expenses and Taxes. American shall pay its own expenses and costs (including, without limitation, all counsel fees) and Cyprus shall pay its expenses and costs, in connection with this Agreement and the transactions contemplated hereby. All sales, use and transfer taxes shall be paid by Cyprus. Real and personal property taxes for the current year shall be prorated between the parties as of the Closing Time.

15. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

16. Severability. If any term or provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provisions shall not be affected thereby.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

18. Benefits of Agreement. The terms and provisions of this Agreement shall not be deemed to confer

any rights upon, or obligate any of the parties hereto to,  
any person or entity other than the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused  
this Agreement to be duly executed as of the day and year  
first above written.

CYPRUS GEORESEARCH COMPANY

By M. F. Warner

AMERICAN TALC COMPANY, INC.

By John N. Byler

SCHEDULE A

(Paragraph Reference: 1(a)(i))

I. DESCRIPTION OF REAL PROPERTY

The steel industrial building containing the processing equipment described in Schedule B, known as 4000 Alpine Road, and situated on the following described parcel:

All of the NW1/4 of the SE1/4 of Section 29, Township 19, Range 4, in Talladega County, Alabama, 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 pipe line 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 pipe line is laid at a depth so as not to interfere (sic) 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 pipe line and drainage ditch.

II. COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD SUBJECT TO WHICH CYPRUS WILL PURCHASE THE REAL PROPERTY

None

SCHEDULE B

(Paragraph Reference: 1(a)(ii))

I. DESCRIPTION OF PERSONAL PROPERTY

A. Ore Feeding Systems

1. Primary crusher Feed Hopper and Grizzly
2. Primary crusher - Williams "slugger" hammermill with 60 HP direct connected motor.
3. 70' - 8" x 5" Ore Elevator with 7-1/2 HP motor and drive
4. 40 cu. ft. direct feed hopper
5. 60" x 18" Primary Apron Feeder with 1/2 HP motor and drive
6. 40' - 8" x 5" Bucket Elevator with 5 HP motor and drive
7. 70T Crude ore Bin
8. 24" x 7' Apron Feeder with 3/4 HP motor and drive
9. 34' Crude ore Elevator with 5 HP motor and drive

B. Ore Prep. and Dressing System

1. 4" dia. Crude Ore Scrubber with 5 HP motor and drive
2. Hardinge 5' 22" Ball Mill with 30 HP motor and drive
3. Denver Equipment Co. 3" x 2" Rubber Lined Sand Pump with 3 HP motor and Drive
4. 4' x 4' Conditioner with 7-1/2 HP motor and drive
5. Flotation Units - DECO #18SP - x6 cell  
x6 cell  
x4 cell  
Units are powered by 7-1/2 HP motor for 2 cells
6. 30' dia. x 10' deep thickener with 2 HP - 1/4 r.p.m. drive
7. 50' dia. x 12' deep thickener with 5 HP - 1/4 r.p.m. drive

8. 3" DECO diaphragm sand pump
  9. 4" DECO diaphragm sand pump
  10. U.S. James sand concentrating table
  11. U.S. James slime concentrating table
- C. Chemical Treatment System
1. 3 - 10' x 10' wood treatment tanks with 5 HP agitator drives
  2. 1 - 14' x 14' wood treatment tank with 7-1/2 HP agitator
  3. DECO 3" x 3" Rubber lined sand pump
- D. Raymond Flash Dryer System
1. 5' x 4' FEINC type 316 Stainless Steel Rotary Vacuum filter
  2. Nash CL 402 Vacuum pump with 30 HP motor
  3. 5' x 6' FEINC type 316 Stainless Steel Rotary Vacuum filter
  4. #2 Nash CL 402 Vacuum pump with 30 HP motor
  5. Type 316 Vacuum receiver and acid neutralization feeder
  6. 20' Stainless Steel screw feeder
  7. Raymond No. 50 Stainless Steel Imp. Mill - flash dryer with 60 HP drive
  8. Industrial Heating Co. 4,000,000 BTU dual fuel air heater with F.M. burner controls
  9. 8' dia. Stainless Steel Cyclone collector with rotary discharge valve
  10. 42' Link-Belt Bucket elevator with 8" x 5" buckets
  11. National Engineering Wet Scrubber (secondary) dust collector
  12. N.Y. Blower Co. 75 HP centrifugal exhauster
  13. 6' dia. Sturtevant Air Separator
  14. 1 Set Screw Conveyors and air slide material conveyors

E. Roller Mill System

1. Mill Feed Bin - 25T - Stainless lined
2. Raymond Roller mill - 42 in. with double whizzer separator, rotary airlock feeder, and differential pressure feed control
3. Cyclone collector with double discharge valve
4. One Million B.T.U. Air heater (gas fired)
5. 25T Double product Bin
6. 2-Tube Model F. V. St. Regis Packer
7. Bag flattener and conveyer systems

F. Vertical Mill #1 System

1. Stainless lined Mill Feed Bin
2. 35" Raymond Vertical Mill with 150 HP direct connected motor & G.E. Ammeter Feeder control
3. Cyclone collector
4. 80-S-8 Mikro-pul secondary bag collector
5. 15 HP Centrifugal exhauster

G. Bulk loading transfer system

1. Fuller material lock
2. Roots Connerville positive displacement blower with 40 HP motor and drive
3. 1 lot - 4" conveyor tubing with truck/car loading fittings

H. Bulk Materials Handling System

1. Under-track screw-conveyor and drive
2. "Fuller-Kompact" dry solids pneumatic pump
3. 4" Transfer system from Rail to storage bins

I. Hopper car Unloading System

1. Under-track screw conveyor and drive
2. 10" x 6" continuous bucket elevator

J. Miscellaneous

1. 40 HP Sullaire air compressor (plant air)
2. 3,000 gal. pressure chemical storage tank
3. 1,500 gal. Glass-lined chemical storage tank
4. 7,500 gal. Fuel oil storage tank
5. 2 - Clark-lift LPG lift trucks - 4,000 lb capacity
6. Mod. 955 Caterpillar front-end loader
7. Melroe "Bobcat" box car unloader
8. Chevrolet dump truck
9. Chevrolet pick up truck
10. Maintenance shop and equipment
11. 15 HP Low pressure steam boiler

K. Microbiological Control Laboratory - Furniture, Fixtures, and Equipment

Quality Control Laboratory - Furniture, Fixtures, and Equipment

Plant Office - Furniture and Fixtures

L. All miscellaneous tools, equipment and parts and all Supplies located in and around the vicinity of the foregoing or generally used in connection therewith.

M. A one-half interest in the #2 and the #3 Vertical Mills System including:

1. #2 Mill with 200 HP direct connected motor, rotary air lock feeder, and ammeter feed control
2. #3 Mill with 200 HP direct connected motor, single screw feeder, and ammeter feed control
3. 110T Aluminum mill feed bin
4. 80 Ton Aluminum product bin
5. 80 Ton Bulk storage (feed or product) bin
6. 2-Tube St. Regis Packer
7. Combination Bag - flattener - conveyor

8. 100-S-8 Mikro-pul pulsaire dust collector
9. 20 HP Centrifugal exhauster