

CHARLES MATHIEU, INC.

August 3, 1979

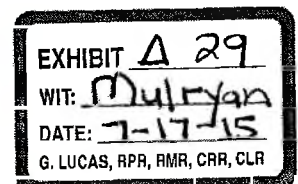
Cyprus Georesearch Company
555 South Flower Street
Los Angeles, California

Gentlemen:

We refer to the obligations of Cyprus Georesearch Company ("Cyprus") to purchase certain assets of our wholly-owned subsidiaries, Metropolitan Talc Corporation, Inc. ("Metropolitan") and Resource Processors, Inc. ("Resource"), and our majority owned subsidiary, American Talc Company, Inc. ("American") pursuant to separate agreements between Cyprus and each of Metropolitan, Resource and American dated as of August 3, 1979 (collectively the "Agreements"). The sale of its assets by Metropolitan is subject to a prior right of first refusal regarding such assets held by a third party and the obligations of Cyprus under certain of the Agreements are conditioned upon consummation of the sales pursuant to each of the other Agreements.

Subject to and upon the consummation of the asset sales referred to above, or in the event the third party

P P D Ex. No. 28
Deponent: H. MULRYAN
Date: 1/28/16
Shirley Q. Casilan, CSR No. 12361



exercises its right of first refusal by purchasing the Metropolitan assets and you nevertheless elect to consummate and perform the purchase agreements with American and Resource, subject to and upon the consummation of the asset sales by American and Metropolitan (the consummation of such sales by Cyprus is hereby referred to as the "Closing") you and we, Charles Mathieu, Inc. ("Mathieu"), hereby agree as follows:

1. At the time of the Closing, Cyprus will acquire all crude talc ore then owned by Mathieu ("Crude Talc") at cost, determined by reference to invoices to Mathieu. For the purpose of determining the amount of the purchase price payable at the time of Closing, the amount of Crude Talc used to compute the purchase price therefor shall be based upon a survey caused to be taken by the parties hereto. 80% of the value of the Crude Talc so determined to be on hand shall be paid at Closing by certified or bank cashier's check on a New Jersey bank or in immediately available funds. The parties shall settle the purchase price 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 actual amount processed by Cyprus. The actual amount processed by Cyprus shall be determined by dividing the total amount of finished product by .96.

2. For the purposes of this Agreement the following words and phrases shall have the following meanings:

(a) The term "Company" shall include Cyprus, its parents, subsidiaries, affiliates, successors and assigns.

(b) The phrase "engage in, carry on or participate in a talc importing business similar to that conducted and engaged in" shall mean engaging in, carrying on or participating in the business of buying, selling, importing, processing or otherwise dealing in talc ore having its origin in Europe, and shall also include doing, directly or indirectly, any of the following listed acts:

(i) as a principal, or on its own account, or solely or jointly with others, as an agent, employee, consultant or stockholder, owning the stock of any corporation carrying on or engaging in any such business; or

(ii) as agent or principal carrying on or engaging in any activities or negotiations with

respect to the acquisition or disposition of any such business; or

(iii) lending credit or money for the purpose of establishing or operating any such business; or

(iv) lending or allowing its name or reputation to be used in any such business; or

(v) engaging in any such business or doing any of such acts outside of the United States and its territories and possessions if it is reasonably foreseeable that such talc or talc ore will thereafter be imported into the United States or any of its territories or possessions.

(c) The term "European Suppliers" shall refer to Societa Talco e Grafite, Val Chisone and Sociedad Espanola de Talcos, S.A. and their respective parents, subsidiaries, affiliates, successors and assigns.

(d) The term "European Talc" shall mean talc ore and products purchased from the European Suppliers pursuant to this Agreement.

(e) The term "European Talc Purchase Price" shall mean the price in U.S. dollars of European Talc, F.O.B. vessel at the port of export, and shall not include any tariffs, duties or imposts of any kind, domestic or foreign, assessed against the buyer.

(f) The term "Gross Profit" shall mean an amount in U.S. dollars equal to 4% of the European Talc Purchase Price of the European Talc purchased pursuant to this Agreement and of all European Talc purchased by Cyprus pursuant to paragraph 1 hereof which was imported after the date hereof.

(g) The phrase "the term of this Agreement" shall mean the period commencing on the date of the Closing and ending on the later to occur of (i) the twentieth anniversary of the Closing, or (ii) the purchase pursuant to this Agreement of sufficient European Talc so that the aggregate Gross Profit thereon shall equal \$1,500,000.

3.(a) For the term of this Agreement, Mathieu agrees to act as, and Cyprus hereby appoints Mathieu as, the Company's exclusive importer of European Talc.

Mathieu agrees that it will use its best efforts to supply the Company with its requirements for European Talc and will not import European Talc for any other purchaser. The Company shall not be obligated to purchase any European Talc but if it does purchase any European Talc during the term of this Agreement, it agrees that all such purchases shall be pursuant to this Agreement. In the event that the Company shall either (i) fail to place an order for additional European Talc prior to the end of a sixty-day period following the exhaustion of its inventories of European Talc on hand, or (ii) notify Mathieu in writing that it no longer intends to import European Talc, then Mathieu thereafter for the remaining term of this Agreement shall have the right to import and make sales of European Talc to purchasers other than the Company; provided that while Mathieu may so act, it shall continue to sell the European Talc to the Company on a non-exclusive basis pursuant to the terms of this Agreement, and shall accord the Company preferred customer status so that, to the extent that European Talc is not available to meet all orders placed by or through Mathieu, the European Talc will be applied or routed to fill orders

of the Company rather than those of other customers of Mathieu, except to the extent that Mathieu shall be legally obligated to provide European Talc to other customers on the basis of agreements made before receiving any such orders from the Company.

(b) In the event that Cyprus and Mathieu mutually agree that an office is required for the activities of Mathieu under this Agreement, Cyprus shall pay to Mathieu as additional purchase price for the European Talc purchased hereunder, Mathieu's reasonable costs of operating such office including leasehold costs, secretarial and other clerical costs and utility charges to the extent such office is used for the talc importing business contemplated by this Agreement.

4. The European Talc shall be purchased hereunder F.O.B. port of export and the Company shall pay to, or on behalf of, Mathieu the European Talc Purchase Price at such times as Mathieu is reasonably required to make payments in connection with Mathieu's purchase of European Talc for resale hereunder to the Company. Cyprus shall pay all other costs and charges such as, but not limited to, tariffs,

duties, taxes and imposts assessed against the buyer, freight, handling, demurrage, dockage, wharfage and insurance.

Cyprus shall pay to Mathieu quarterly, within thirty (30) days after the end of each calendar quarter, an amount equal to the Gross Profit on European Talc purchased hereunder during such calendar quarter.

5.(a) Prior to expiration of the term of this Agreement, Mathieu will use its best efforts to arrange for the direct purchase by the Company of European Talc from the European Suppliers upon expiration of the term of this Agreement. For a period of ten (10) years from and after the expiration of this Agreement, Mathieu agrees that it will not, directly or indirectly, engage in, carry on or participate in a talc importing business similar to that conducted and engaged in by Mathieu either presently or pursuant to this Agreement.

(b) Upon breach of this paragraph 5, the Company shall be entitled to injunctive relief, both pendente lite and permanently, as both parties agree that any remedy at law would be inadequate and insufficient. In addition, the Company shall be entitled to such damages

as it can prove it has sustained by reason of said breach. Nothing in this Agreement shall be construed as limiting the remedies of either party in any way.

(c) Nothing contained in this paragraph 5 shall limit the right of Mathieu as an investor to hold and make investments in not more than 5% of any class of investment securities of any corporation which is listed on a national securities exchange.

(d) As a condition precedent to the institution of any action or proceeding to enforce any covenant of Mathieu contained in this paragraph 5, Cyprus shall give the other party notice of any alleged breach thereof by it in which the nature of such breach is specified in reasonable detail.

(e) The parties intend that the covenants contained in the preceding portions of this paragraph 5 shall be deemed to be a series of separate covenants, one for each relevant geographic or political subdivision of the United States and its territories and possessions. Except for geographical coverage, each such separate

covenant shall be deemed identical in terms to the covenant contained in the preceding paragraphs. If, in any judicial proceeding, a court shall refuse to enforce any or all of the separate covenants deemed included in this paragraph 5, then such unforceable covenants shall be deemed eliminated from the provisions hereof for the purpose of such proceedings to the extent necessary to permit the remaining separate covenants to be enforced in such proceedings.

(f) If, after the expiration of the term of this Agreement, the Company and those claiming through it shall cease to engage in the talc importing business described herein, Mathieu shall be free to engage in such business in any manner so long as it, or the business through which it is carrying on or participating in such importing business, shall offer to sell (and Mathieu agrees that it will, and will cause any such business to, offer to sell) to the Company any or all such imported talc ore at cost, F.O.B. vessel port of export, plus 4%.

6. Mathieu hereby agrees to do and the obligations of Cyprus under this Agreement shall be conditioned upon the

doing by Mathieu of all things, including the preparation, filing, publication and delivery of any notice or other document, required for compliance with the Bulk Transfers Chapter and any other applicable provisions of the New Jersey Uniform Commercial Code or any other law, regulation or ordinance necessary or desirable to Cyprus to be complied with in connection with the transactions contemplated by this Agreement.

7. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

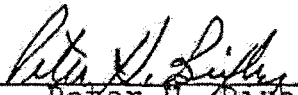
Very truly yours,
CHARLES MATHIEU, INC.

By *Charles Mathieu*

Accepted and Agreed To
CYPRUS GEORESEARCH COMPANY

By *M. F. Warner*

As an inducement to Cyprus to enter into the foregoing agreement and in consideration thereof, the undersigned agree to be bound by the terms of the paragraph 5 relating to competition in every respect as if their names were each substituted for the name of Mathieu therein and as if the term of the Agreement had ended on the date hereof; provided, however, that such restrictions shall not apply to the operation of the business of Mathieu and its successors and assigns pursuant to the Agreement.


Peter H. Bixby


Donald R. Ferry