AGREEMENT FOR THE SALE AND PURCHASE OF CERTAIN ASSETS OF RESOURCE PROCESSORS, INC.

This Agreement (the "Agreement") is entered into as of August 3, 1979 by and between CYPRUS GEORESEARCH COMPANY, a Nevada corporation ("Cyprus"), and RESOURCE PROCESSORS, INC., a Georgia corporation ("Resource").

W I T N E S S E T H:

WHEREAS, Resource owns certain real property (the "Alabama Real Estate") and a building situated thereon (the "Alabama Facility") in Talladega County, Alabama; and

WHEREAS, Resource owns certain furniture, fixtures, equipment, tools, machinery and other items located on the Alabama Real Estate (the "Alabama Equipment"); and

WHEREAS, Resource owns certain furniture, fixtures, equipment, tools, machinery, supplies and other items located on a mining claim leased by it in Madison County, Montana (the "Montana Equipment"); and

WHEREAS, Cyprus desires to purchase and Resource desires to sell the Alabama Real Estate, the Alabama Facility, the Alabama Equipment and the Montana Equipment.

P Y D___ Ex. No.: 26
Deponent: H. MULRYAN
Date: 1/28/16
Shirley Q. Casilan, CSR No. 12361

PLAINTIFF'S EXHIBIT
CAM-69

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

1. <u>Sale and Purchase of Assets</u>.

(a) Subject to the terms and conditions of this Agreement, Resource agrees to sell, transfer, assign and convey to Cyprus and Cyprus agrees to purchase from Resource:

(i) the Alabama Real Estate and the Alabama Facility, each as described on Schedule A attached to this Agreement, respectively (hereinafter sometimes referred to collectively as 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;

(ii) the Alabama Equipment described on Schedule B attached to this Agreement free and clear of all liens, claims, charges, restrictions, equities, pledges, security interest and other encumbrances of any kind or character; and

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

(b) Cyprus agrees to pay total consideration in the amount of $344,000 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 as provided herein. Of the Purchase Price, the sums of $24,000 shall be payable with respect to Alabama Real Estate, $96,000 shall be payable with respect to the Alabama Facility, $110,000 shall be payable with respect to the Alabama Equipment, and $114,000 shall be payable with respect to the Montana Equipment.

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

(d) Prior to or upon the execution of this Agreement, Cyprus shall pay to Resource by check a nonrefundable downpayment with respect to the Assets in the amount of $12,000 (the "Downpayment");

2. The Closing.

(a) The consummation of the purchase and sale provided for herein, and compliance with provisions of Paragraph 6(h) hereof, shall take place through an escrow (the "Escrow") on the fifth business day in New Jersey following the fulfillment of the conditions to the obligations of Cyprus set forth in Paragraphs 7(e) and 7(f) hereof and that Cyprus shall be reasonably satisfied that the other conditions set forth in Paragraph 7 are reasonably capable of fulfillment at or before the Closing Time, 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 so 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 Resource.

(c) This Agreement, together with the standard form General Provisions of the Escrow Holder shall constitute the escrow instruments. 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 Resource 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, Resource 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(h) 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 Resource, 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 Resource. Resource does hereby represent, warrant and agree as follows:

(a) Resource 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 Georgia 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 Resource and by Charles Mathieu, Inc., its sole shareholder, by all requisite corporate action and this Agreement is a valid and binding obligation of Resource in accordance with its terms.

(c) Resource 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 Properties have been delivered to Cyprus.

(d) Resource 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 of the knowledge of Resource, 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 Resource has received no notice of any such violations under either of such Acts, with the exception of the order and the citation issued by the Mine Safety and Health Administration of the U.S. Department of Labor as a result of investigations conducted on April 13, 1979 and May 4, 1979.

(e) 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.

(f) Resource 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 to which it is a party or by which it is bound and Resource 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 Resource or result in any breach of any term, condition or provision, or constitute a default under any decree, agreement or other obligation to which Resource is a party or by which it is bound or result in the imposition of any charge or encumbrance on any of the Assets.

(g) Resource 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);

(h) No representation or warranty set forth in this Agreement or in any Schedule hereto or other documents furnished or to be furnished by Resource 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 Resource.

4. Representations and Warranties of Cyprus. Cyprus hereby represents and warrants to, and covenants with, Resource 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 Resource Prior to Closing.

Resource 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;

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

(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;

(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;

(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 any other applicable provisions of either the Alabama or Montana Uniform Commercial Codes 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

(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 Resource at or before the Closing Time shall have been duly complied with and performed and Resource shall have delivered to Cyprus a certificate or certificates of the President and any Vice President of Resource (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 Resource 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 Resource 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 Resource such other Officers' Certificates and any other evidences 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) There shall have been received by the Escrow Holder a binder satisfactory to it from Pioneer National Title Insurance Company to the effect that, upon delivery and recording of a specified type of deed from Resource to Cyprus conveying the Real Property, it will issue a policy of title insurance in the amount of $480,000 (or such other amounts as Cyprus shall reasonably request) insuring title to such Real Property in Cyprus subject only to the covenants, conditions and restrictions of record described on Schedule A.

(f) Any and all actions, proceedings, permits, consents and approvals (including the approval of Charles Mathieu, Inc., sole shareholder of Resource) 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.

(g) The asset acquisitions by Cyprus contemplated by the asset purchase agreements entered into concurrently herewith between Cyprus and American Talc Company, Inc., and Metropolitan Talc Company, 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;

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

(i) Resource is a corporation duly organized and validly existing and in good standing under the laws of the State of New Jersey, 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 Resource by all requisite corporate action of Resource and this Agreement has been duly executed by Resource 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 Bylaws of Resource 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 Resource 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;

(iii) insofar as is known to such counsel, Resource 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;

(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 Resource, the Assets 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, rescissionary, 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 other applicable provisions of either the Alabama or Montana Uniform Commercial Codes or any other law, regulation or ordinance necessary or desirable to be complied with in connection with the sale and transfer of the Assets 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 Resource 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 Resource. The obligations of Resource under this Agreement are 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 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 have delivered a certificate signed by its President or any Vice President to such effect.

9. Land Reclamation at Montana Mining Operations. In the event Resource may be required, pursuant to the applicable laws of the State of Montana, to perform or pay for any land reclamation work at the site of its mining operations which are presently bonded for such purpose, Cyprus will fully perform or pay for any such work and hold Resource harmless from any liability, cost or damage in connection therewith.

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

11. Indemnification from Liabilities; Remedies. Resource and its sole shareholder 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 Resource, 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 Resource 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, Resource 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 Resource 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 Resource 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 Resource.

12. Further Assurances. Resource 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 Resource, to:

Resource Processors, 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. <u>Expenses, Taxes and Insurance Premiums</u>. Resource 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 real estate transfer taxes, all premiums for the policies of title insurance referred to in Paragraph 6(e) above 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

RESOURCE PROCESSORS, INC.

By ______________________

SCHEDULE A

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

I. DESCRIPTION OF ALABAMA REAL ESTATE AND ALABAMA FACILITY

(a) 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 interfer 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; and

(b) the steel industrial building used as a storage building and known as 4002 Alpine Road situated on the above described real estate.

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

None

SCHEDULE B

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

I. DESCRIPTION OF ALABAMA EQUIPMENT

A one-half interest in the #2 and #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.

SCHEDULE C

(Paragraph Reference: 1(a)(iii))

I. DESCRIPTION OF MONTANA EQUIPMENT

A. 1977 Chevrolet P/U S/N CKL 1472139619

B. 1977 Ford Crew Cab P/U S/N F26HCX89331

C. Sorting Plant - Includes feeder, ore conveyors, vibrating screen, grizzly, sorter house

D. Miscellaneous Tools

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