

RETURN TO:

Nancy Holt
TICOR TITLE INSURANCE CO.,
69 W. Washington Street
Chicago, Illinois 60602
A-3331-28

CASS COUNTY, NE
March 15, 1985

NEBRASKA DOCUMENTARY
STAMP TAX
AUG 15 1985
Exempt BY S.P. 12

MINERAL QUITCLAIM DEED

THIS INDENTURE, made this 15th day of March, 1985, between CHICAGO PACIFIC CORPORATION, a Delaware corporation, whose principal place of business is 200 South Michigan Avenue, Chicago, Illinois, 60604, and the ROCK ISLAND IMPROVEMENT COMPANY, a New Jersey corporation, whose principal place of business is 200 South Michigan Avenue, Chicago, Illinois 60604, hereinafter collectively referred to as "Grantor" and INTERNATIONAL MINING CORPORATION, a Delaware corporation, having its principal place of business at 1271 Avenue of the Americas, 5th Floor, New York, New York 10020, hereinafter referred to as the "Grantee."

WITNESSETH: Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey unto Grantee, its successors and assigns, forever, all of Grantor's mineral rights and interests in the County of Cass, State of Nebraska ("Mineral Interests").

It is the intention of the parties hereto that this conveyance shall extend to and include without limitation, all right, title and interest, legal and equitable, including without limitation after acquired title, of the Grantor in and to all minerals of every kind, character and description, and wherever located, in the above referenced county, now owned, leased or otherwise held by Chicago Pacific Corporation, a Delaware corporation, or Rock Island Improvement Company, a New Jersey corporation, including without limitation those Mineral Interests underlying the property described in Exhibit A attached hereto and made a part hereof, together with:

(A) All of the appurtenances, tenements, hereditaments, ways, ~~water rights~~ improvements, structures, fixtures, licenses, leaseholds, easements, reversions, remainders, rents, issues, income, profits, royalties, rights, powers, franchises, privileges, immunities and other interests and items belonging to or in any way appertaining to such Mineral Interests, and all mineral estates, subsurface leasehold estates, subsurface licenses, subsurface subleases, subsurface sublicenses, farmouts, royalty interests, overriding royalty interests, working interests, production payment interests, net profit interests, unit agreements, unit operating agreements, pooling agreements, joint operating agreements, gas processing plants, gasoline plants, pipelines and division orders covering or relating to all portions of the Mineral Interests now owned by Grantor; and

COMPARED

Doc # 270
FILED FOR RECORD 8-15-85 AT 2:10 P. M. IN BOOK 137 OF Deeds
PAGE 645 -1- REGISTER OF DEEDS, CASS CO., NEBR.
Betty Gilchrist \$46.00

(B) All of the ^{KA} coal, iron, uranium, gravel, limestone, molybdenum, copper, oil, gas, casinghead gas, ^{steam, geothermal} water and all other solid, liquid and gaseous ores, minerals, salts, rare earths, hydrocarbons and other substances and associated or related substances of every kind and nature (herein called "Hydrocarbons") in, on, under or attributed to any of the Mineral Interests; and

(C) All wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other equipment, and all of the personal property and fixtures, as defined under applicable state law, now or hereafter located in, on, under, affixed or attributed to or obtained or used in connection with any of the Mineral Interests or to any of said estates, property rights or other interests referred to above, which are used or were purchased for the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons; and

(D) All of the severed and extracted Hydrocarbons produced from or attributed to any of the Mineral Interests, or to any of said estates, property rights or other interests referred to above; and

(E) The full right, privilege, and license at any and all times to explore, or drill for, or to protect, conserve, mine, take, extract, remove, and market any and all Hydrocarbons, provided that: (i) such grant or exercise does not unreasonably interfere with Grantor's then existing or reasonably anticipated use, operation, maintenance, and interest, if any, in the surface of the Mineral Interests; (ii) the plans, specifications, and methods of construction for the proposed occupation and use of those Mineral Interests as to which Grantor owns the surface, are submitted to Grantor for prior written approval, which approval will be granted by Grantor in all instances where the proposed occupation and use meet Grantor's minimum established technical specifications for an occupancy and use of the type sought; and (iii) the recipient of the easement, license, leasehold interest or the party exercising any right or reservation above agrees (a) with regard to all Mineral Interests as to which Grantor owns the surface, to bear all costs of modification, installation, maintenance, relocation, reclamation as required by law or change in railroad operation or facilities, and preparation of any necessary legal documents or agreements in regard to the above, provided in the event that the recipient does not bear such costs under the terms and conditions of its agreement with Grantee, then Grantee shall forever protect, defend, indemnify, and hold Grantor harmless from and against any such costs; and (b) to bear all liability for, and to forever protect, indemnify, defend, and hold Grantor harmless

from and against any loss, damage, destruction, injury, or death growing out of the occupation and use of those Mineral Interests as to which Grantor owns the surface; and, provided further, Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from any and all liability for any loss, damage, destruction, injury or death growing out of the occupation and use of those Mineral Interests as to which Grantor owns the surface.

In the event Grantee has the surface of the Mineral Interests surveyed (said survey to be at Grantee's sole expense) and a different legal description of the surface of the Mineral Interests is recommended by the surveyor which, in Grantor's reasonable opinion, more closely conforms to or more accurately reflects the aforesaid mutual intention, or in the event Grantee otherwise determines that a different legal description of the surface of the Mineral Interests more closely conforms to or more accurately reflects the aforesaid mutual intention and Grantor reasonably agrees, then upon Grantee's demand therefor and furnishing of any such survey and quitclaim deed, Grantor, its successors and assigns shall execute at no cost to Grantee a corrective quitclaim deed on the surface of the Mineral Interests using the description recommended by the surveyor or the description mutually agreed to by Grantor and Grantee.

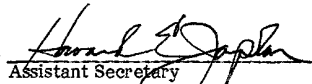
Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the Mineral Interests herein described.


This conveyance is made pursuant to the terms of a Purchase and Sale Agreement dated as of February 28, 1985 between Chicago Pacific Corporation and Grantee, and the terms thereof shall survive delivery of this Mineral Quitclaim Deed except as specified therein.

IN TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed the day and year first above written.

ATTEST:

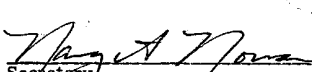
CHICAGO PACIFIC CORPORATION



Assistant Secretary


A. Steven Crown, Vice President

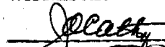

ATTEST:

ROCK ISLAND IMPROVEMENT COMPANY


Secretary


A. Steven Crown, President

WITNESSES

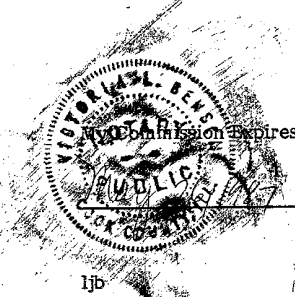
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that A. STEVEN CROWN, personally known to me to be the Vice President of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and HOWARD E. JAPLON, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal this 15th day of March, 1985.

Victoria R. Benson

Notary Public

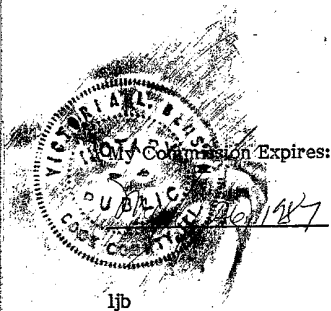


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that A. STEVEN CROWN, personally known to me to be the President of ROCK ISLAND IMPROVEMENT COMPANY, a New Jersey corporation, and NANCY A. NORMAN, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal this 15th day of March, 1985.

Victoria L. Cross
Notary Public



May 22, 1985
Alvo West

EXHIBIT A

Being a description of a strip of land of varying widths formerly constituting a line of railroad as the centerline of said strip of land is more particularly described:

Beginning at the intersection of said centerline and the East line of Section 34, Township 11 North, Range 9 East, 6th P.M.; thence Southwesterly through Sections 34, Township 11 North, Range 9 East, 6th P.M.; thence continuing Westerly through Sections 3, 4, 5 and 6 to a Termination at the West line of Cass County, State of Nebraska, Township 10 North, Range 9 East, 6th P.M.

aw

May 22, 1985
Alvo East

EXHIBIT A

Being a description of a strip of land of varying widths formerly constituting a line of railroad as the centerline of said strip of land is more particularly described:

Beginning at the intersection of said centerline and the East line of Section 24, Township 12 North, Range 10 East, 6th P.M.; thence Southwesterly through Sections 24, 25, 36 and 35, Township 12 North, Range 10 East, 6th P.M.; thence continuing Southwesterly through Sections 2, 11, 10, 14, 15, 22, 21, 20, 29, 30 and 31, Township 11 North, Range 10 East, 6th P.M.; thence continuing Southwesterly through Sections 36 and 35 to a Termination at the West line of said Section 35, Township 11 North, Range 9 East, 6th P.M.

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