

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

160-1513  
SARPY COUNTY, NE  
March 15, 1985

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 Sarpy, 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

PAID FOR RECORD 6-19-85 10:58 A.M. IN SARPY COUNTY, NEB.  
1513  
Cecile Hildebrand  
REGISTER OF DEEDS, SARPY COUNTY, NEB.

*Handwritten initials*

NEBRASKA DOCUMENTARY  
JUN 19 1985  
\$ 11 BY cd

(B) All of the coal, iron, uranium, gravel, limestone, molybdenum, copper, oil, gas, casinghead gas, ~~water~~ <sup>steam, geothermal</sup> 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

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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  
*[Signature]* Assistant Secretary      *[Signature]* Steven Crown, Vice President

ATTEST: ROCK ISLAND IMPROVEMENT COMPANY  
*[Signature]* Secretary      *[Signature]* Steven Crown, President

WITNESSES  
*[Signature]*  
*[Signature]* -3-

160-1513C

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.

*[Handwritten Signature]*  
Notary Public

My Commission Expires:  
*[Handwritten Signature]* 25, 1987  
ljb

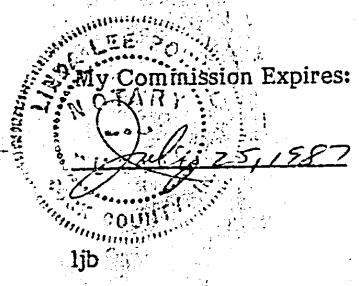
160-15130

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.

*Lee Powell*  
Notary Public





PARCEL #1

Trustee's interest in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 13, Township 10 North, Range 7 East of the Sixth Principal Meridian, in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 13, Township 10 North, Range 6 East of the Sixth Principal Meridian, in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 13, Township 10 North, Range 6 East of the Sixth Principal Meridian, in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 13, Township 10 North, Range 6 East of the Sixth Principal Meridian, in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 24, Township 10 North, Range 6 East of the Sixth Principal Meridian, all in Lincoln, Lancaster County, Nebraska; whose point of commencement/easterly boundary is the west line of 33rd Street, also being Trustee's Engineering Profile Station 29519+56.3  $\pm$  (M.P. 559.07) as evidenced, monumented or recorded in said County or State, travelling in a Southwesterly/Southerly direction to the north line of Missouri Pacific Railway right-of-way, being the south line of Lot 20, Antelope Addition to Lincoln, Nebraska, also being Grantor's Engineering Profile Station 29612+07.2  $\pm$  (M.P. 560.83) as evidenced, monumented or recorded in said County or State; being that interest conveyed to the Chicago, Rock Island and Pacific Railway Company, Trustee's predecessor in interest, by Jas. Doak and wife by deed dated September 3, 1890 and recorded September 10, 1890 in Book 55, page 597; by W. N. Cartwright by deed dated October 3, 1890 and recorded October 4, 1890 in Book 57, page 342; by George A. Hess and wife by deed dated August 18, 1891 and recorded August 31, 1891 in Book 63, page 209; by H. J. Ccsgrove by deed dated December 8, 1890 and recorded March 9, 1891 in Book 58, page 390; by A. C. Halter by deed dated September 24, 1890 and recorded September 25, 1890 in Book 58, page 31; by Susie Aulgur by deed dated August 10, 1893 and recorded October 20, 1893 in Book 73, page 346; by F. M. Woods and wife by deed dated November 4, 1909 and recorded December 13, 1909 in Book 155.

## EXHIBIT A

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page 192; by W. N. Cartwright by deed dated September 9, 1890 and recorded September 10, 1890 in Book 55, page 591; by S. Seligsohn and wife by deed dated September 9, 1890 and recorded September 10, 1890 in Book 55, page 594; by Frank Sheppard by deed dated September 18, 1890 and recorded October 4, 1890 in Book 57, page 349; by Lincoln Live Stock Co. by instrument dated March 4, 1905 and recorded March 22, 1905 in Book N, page 351, and by deed dated March 24, 1905 and recorded March 27, 1905 in Book 124, page 156; by Ernest H. Gibbs by instrument dated March 20, 1905 and recorded March 22, 1905 in Book N, page 349; by Jas. H. McMurty and wife by deed dated September 12, 1892 and recorded October 8, 1892 in Book 69, page 336; by Theresa Cahn, et al, by deed dated September 19, 1892 and recorded October 8, 1892 in Book 71, page 13; by John L. Carson and wife by deed dated March 24, 1892 and recorded March 24, 1892 in Book 65, page 613; by John D. McFarland and wife by deed dated June 20, 1892 and recorded June 21, 1892 in Book 66, page 510; by Jas. W. Boggs by deed dated February 27, 1912 and recorded April 3, 1912 in Book 171, page 283; by W. J. Marshall and wife by deed dated February 29, 1892 and recorded March 1, 1892 in Book 66, page 103; by Ada B. Teeter and husband by deed dated February 23, 1892 and recorded March 5, 1892 in Book 66, page 133; by Mrs. Catherine Crowe by deed dated February 17, 1892 and recorded March 7, 1892 in Book 65, page 494; by Rudolph Bartzel and wife by deed dated February 17, 1892 and recorded March 1, 1892 in Book 65, page 454; by Abel Construction Co. by deed dated August 6, 1930 and recorded October 24, 1930 in Book 288, page 59; by Ada B. Teeter and husband by deed dated March 3, 1892 and recorded March 5, 1892 in Book 66, page 134; J. V. Farwell Jr. and wife by deed dated August 27, 1900 and recorded September 7, 1900 in Book 99, page 412; by James Kilburn and wife by deed dated February 15, 1892 and recorded March 1, 1892 in Book 65, page 451; by John Kane and wife by deed dated February 15, 1892 and recorded March 1, 1892 in Book 65, page 453; by Tillie May and husband by deed dated January 30, 1893 and recorded February 13, 1893 in Book 71, page 443; by City of Lincoln ordinance dated October 21, 1904 and approved October 25, 1904; by City of Lincoln Ordinance No. 500

EXHIBIT A

160-15136

dated April 12, 1892 and approved April 16, 1892; by Secretary's Agreement No. 9881, being a Joint Transfer Track Agreement with the Chicago & North Western Railway Company dated December 31, 1909; by City of Lincoln Ordinance No. 194 dated March 9, 1892 and approved March 15, 1892; and by Laws of the State of Nebraska; 21.652 acres, more or less.

aw



160-1513H

EXHIBIT A

PARCEL #2

A rail corridor, as the centerline of said corridor is more particularly described:

Commencing at a point on the centerline of the Grantor's mainline track 415 feet northerly of the south line of Section 17, Township 7 North, Range 5 East, Lancaster County, Nebraska (E.P.S. 30638+59, M.P. 580.37); thence generally southwesterly along said mainline track through Sections 17, 20, 19, 30 and 31, Township 7 North, Range 5 East, Lancaster County, Nebraska; thence continuing southwesterly through Sections 6 and 7, Township 6 North, Range 6 East, Gage County, Nebraska; thence continuing southwesterly through Sections 12, 13, 14, 23, 22, 27, 28, 33, and 32, Township 6 North, Range 5 East, Gage County, Nebraska; thence continuing southwesterly through Sections 5, 8, 17, 18, and 19, Township 5 North, Range 5 East, Gage County, Nebraska; thence continuing southwesterly through Sections 25, 24, 36, and 35, Township 5 North, Range 4 East, Seline County, Nebraska; thence continuing southwesterly through Sections 2, 3, 10, 15, 16, 21, 20, 29, 32, and 31, Township 4 North, Range 4 East, Jefferson County, Nebraska; thence continuing southwesterly through Section 6, Township 3 North, Range 4 East, Jefferson County, Nebraska; thence continuing southwesterly through Sections 1, 12, 13, 14, 23, 26, 27, 34, and 33 (Excluding that part of Grantor's Jansen to Beatrice line lying easterly of the north/south centerline of said Section 34), Township 3 North, Range 3 East, Jefferson County, Nebraska; thence continuing southwesterly through Sections 4, 5, and 6, Township 2 North, Range 3 East, Jefferson County, Nebraska; thence continuing southwesterly through Sections 1, 12, 13, 14, 23, 15, 22, 27, 28, 33, and 32, (Excluding that part of said Section 15 lying westerly of the east line of "B" Street, as platted in the Town of Fairbury), Township 2 North, Range 2 East, Jefferson County, Nebraska; thence continuing southwesterly through Sections 5, 6, 2 and 7, Township 1 North, Range 2 East, Jefferson County, Nebraska; thence continuing southwesterly through Sections 12, 13, 14, 15, 22, 23, 27, 28, 33, and 32, Township 1 North, Range 1 East, Jefferson County, Nebraska (E.P.S. 33358+23.5, M.P. 163.97).