



TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, subject to the terms and provisions hereof.

This Special Warranty Deed is accepted and the Properties are subject to the matters set forth on Schedule "B".

THIS SPECIAL WARRANTY DEED IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY; PROVIDED, HOWEVER, GRANTOR HEREBY SPECIALLY WARRANTS AND AGREES TO DEFEND THE TITLE TO THE PROPERTIES AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS OR ENTITIES CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER GRANTOR, OR GRANTOR'S IMMEDIATE PREDECESSOR IN INTEREST, GLACIER PARK COMPANY, A DELAWARE CORPORATION, BUT NOT OTHERWISE.

THE PROPERTIES ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE GRANTEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OR REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, CONFORMITY TO SAMPLES, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR

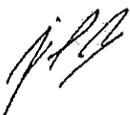
*ACU*

PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE. IT IS UNDERSTOOD AND AGREED THAT GRANTEE SHALL HAVE INSPECTED PRIOR TO CLOSING (OR SHALL BE DEEMED TO HAVE WAIVED ITS RIGHT TO INSPECT) THE PROPERTIES, AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION AND THAT GRANTEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS.

This Special Warranty Deed shall inure to the benefit of and be binding upon the parties hereto, their successors, and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed and effective the 5 day of November, 2001.

[SIGNATURE PAGE TO FOLLOW]



GRANTOR

BULL MOUNTAIN LAND COMPANY, LLC

By: [Signature]  
Its: [Signature]

GRANTEE

BANK OF AMERICA, N.A., CO-TRUSTEE of the Adolphus A. Busch, III Trust f/b/o Sallie B. Wheeler

By: \_\_\_\_\_  
Bruce Talen - Sr. Vice President

By: \_\_\_\_\_  
LOUIS B. SUSMAN, CO-TRUSTEE OF THE ADOLPHUS A. BUSCH, III TRUST f/b/o SALLIE B. WHEELER

By: \_\_\_\_\_  
PARKER CONDIE, CO-TRUSTEE OF THE ADOLPHUS A. BUSCH, III TRUST f/b/o SALLIE B. WHEELER

STATE OF TENNESSEE )  
County of KNOX ) :SS

Acknowledged before me this 26<sup>TH</sup> day of NOVEMBER, 2001, by JOHN P. BAUGUES, JR., known to me to be the MAJORITY MEMBER of BULL MOUNTAIN LAND COMPANY, LLC.

[Signature]  
Notary Public for the State of TENNESSEE  
Residing at KNOXVILLE  
My commission expires 5/31/04







STATE OF Missouri )  
County of St. Louis ) :ss

Acknowledged before me this 5<sup>th</sup> day of November, 2001, by Bruce Talen, known to me to be the Senior Vice President of Bank of America, N.A., a co-trustee of the Adolphus A. Busch, III, Trust f/b/o Sallie B. Wheeler.

**BILLY R. HALL**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Oct. 17, 2003

[Signature]  
Notary Public for the State of Missouri  
Residing at \_\_\_\_\_  
My commission expires 10-17-03

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) :ss

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by Louis Susman, known to me to be a co-trustee of the Adolphus A. Busch, III, Trust f/b/o Sallie B. Wheeler.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF Missouri )  
County of St. Louis ) :ss

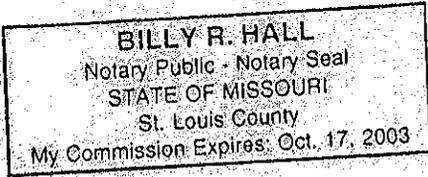
Acknowledged before me this \_\_\_\_\_ day of November, 2001, by Parker Condie, known to me to be a co-trustee of the Adolphus A. Busch, III, Trust f/b/o Sallie B. Wheeler.

[Signature]  
Notary Public for the State of Missouri  
Residing at \_\_\_\_\_  
My commission expires 10-17-03

**BILLY R. HALL**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Oct. 17, 2003

STATE OF Missouri )  
County of St. Louis ) :ss

Acknowledged before me this 5<sup>th</sup> day of November, 2001, by Bruce Talen, known to me to be the Senior Vice President of Bank of America, N.A., a co-trustee of the Adolphus A. Busch, III, Trust f/b/o Sallie B. Wheeler.



[Signature]  
Notary Public for the State of Missouri  
Residing at \_\_\_\_\_  
My commission expires 10-17-03

STATE OF ILLINOIS )  
County of COOK ) :ss

Acknowledged before me this 9<sup>th</sup> day of November, 2001, by Louis Susman, known to me to be a co-trustee of the Adolphus A. Busch, III, Trust f/b/o Sallie B. Wheeler.



April Rogers  
Notary Public for the State of ILLINOIS  
Residing at \_\_\_\_\_  
My commission expires 10-13-02

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) :ss

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by Parker Condie, known to me to be a co-trustee of the Adolphus A. Busch, III, Trust f/b/o Sallie B. Wheeler.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

SCHEDULE A

Township 7 North Range 27 East M. P. M.

<u>Section</u>	<u>Part</u>	<u>Acres</u>
§ 30	All	640
§ 29	All	640
§ 28	All	640
§ 19	SE 1/4	169.29
§ 20	S 1/2	320
§ 21	SW 1/4	160
§ 31	All	642.35
§ 33	All	<u>621.50</u>
	TOTAL	<u>3,833.14</u>

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SCHEDULE B

RESTRICTIVE COVENANTS

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, forever, all minerals of every kind and nature whatsoever, including, but not limited to, coal (including anthracite, bituminous, and sub bituminous coal, lignite, their respective constituent products, and other materials or minerals intermingled therewith or associated therewith in any bed, seam or vein of anthracite, bituminous or sub bituminous coal or lignite), industrial minerals, metallic minerals, aggregates, sand, gravel, clay scoria, uranium, iron, oil, gas and other hydrocarbons, regardless of gravity and whether produced in liquid or gaseous form (including, without limitation, all gas occurring in coal seams, beds or deposits) in, under or upon said Premises ("Minerals"), together with the right to enter upon and use or consume such part or parts of the surface of the Premises as may be necessary or convenient for the purpose of conducting Environmental Activity, Exploration, Mineral Development and Extraction Operations (as such terms are defined below), and any other purposes in connection therewith deemed necessary or desirable by Grantor, its successors and assigns. "Environmental Activity" as used in this reservation means any and every type of environmental reconnaissance, monitoring, surveying, measurements, drilling, pumping, sampling, testing or other environmental work that may be required by any regulatory agency or that may be deemed necessary or desirable by Grantor, its successors and assigns whether for the purpose of obtaining any permits or regulatory agency approvals, complying with permits from any regulatory agency, or gathering data for feasibility studies or for any other purpose. "Exploration" as used in this reservation means all activities directed toward ascertaining the existence, location, quantity, quality, or commercial value of deposits of Minerals, "Mineral Development and Extraction Operations" as used in this reservation means the following activities:

- A. The right to drill for, develop, extract, transport, store, market and to mine or otherwise produce Minerals by any underground or other methods now or hereafter available to Grantor;
- B. The right to subside, cave or fracture, and to use, consume and/or destroy the surface of the Premises as required to facilitate the mining and removal of Minerals;
- C. The right to change, increase, diminish or destroy surface and ground water, reservoirs, ditches, and streams under or upon the Premises;
- D. The right to enter the Premises at any time during or after the completion of all mining and related activities to perform any and all types of reclamation and monitoring activities that may be required by any state, federal, or local regulatory

agency or governing body or that may be required or desirable in the sole opinion of Grantor.

Grantor also excepts and reserves the right to use any and all water (both surface and ground water) on or under the Premises as may be necessary, convenient or incidental to the uses reserved to Grantor herein. Grantee's use of such water is subject to this reservation by Grantor and is further subject to any interference, disruption or impairment (of water quality and quantity) which may result from Grantor's use of the Premises or any other properties for Environmental Activity, Exploration, or Mineral Development and Extraction Operations.

As a material consideration for this conveyance, Grantee agrees to provide to and for Grantor, in a timely manner and upon Grantor's request, any consents, acknowledgments, affirmations or waivers which Grantee is capable of providing and which are required by present or future laws to enable Grantor to use the Premises for Environmental Activity, Exploration or Mineral Development and Extraction Operations or which may assist Grantor in obtaining the necessary governmental permits and approvals for such uses, including, without limitation, consents for road relocations, zoning changes or special use permits, and Grantor shall have the right to restrict or prohibit any surface utilization, use or activity which would unreasonably interfere with Grantor's use of the Premises for Environmental Activity, Exploration or Mineral Development and Extraction Operations or with Grantor's ability to obtain any necessary governmental permits and approvals therefor.

If in the exercise of the rights reserved to Grantor hereunder, Grantee is completely and permanently prevented from its use and enjoyment of the surface subject to this reservation, Grantor shall, at Grantee's election, purchase the surface and improvements thereon affected by Grantor's exercise of its rights reserved hereunder. Grantee shall have one hundred and twenty (120) days after Grantor's exercise of its rights to use or consume all or any applicable portion of the surface and improvements subject to this reservation (which exercise shall be deemed to occur when Grantee receives notice from Grantor that any future surface use by Grantee shall be prohibited on the affected land pursuant to this reservation) to elect to have Grantor purchase said surface and improvements. If Grantee shall fail to so elect within the 120-day period, then Grantor shall have no further obligation to purchase said surface and improvements. The purchase price shall be the appraised value of such used or consumed surface and improvements, which appraised value shall be based only on the then current use of such surface and improvements by Grantee, without taking into consideration the use which has been previously or will be made by Grantor of such surface and improvements after the purchase contemplated hereby. To obtain the appraised value, Grantor and Grantee shall each promptly select and pay for a qualified appraiser, who shall, within thirty (30) days of appointment of the last of such appraisers, each appraise Grantee's interest in the used or consumed surface and improvements independently and determine the fair market value thereof prior to the exercise of Grantor's rights hereunder. If the fair market values determined by the two appraisers so selected differ by less than 10% of the higher appraised value, the fair market value shall be equal to the average of the fair market values determined by the two appraisers. If, however, the fair market values determined by the two appraisers differ by more than 10% of the highest appraised value, then the two appraisers shall jointly select a