



USE BLACK INK
OSWEGO COUNTY CLERK'S OFFICE
GEORGE J. WILLIAMS - COUNTY CLERK

LIBERO 1542 PAGE 316

Deed 1542-316-333
2000 DEC -1 PM 2 37

SUBMITTED BY: Steven Shaw Esq / Mervin / Cindy
TYPE OF DOCUMENT: Deed

25 PARTIES TO TRANSACTION

Miller Brewing Company

TO

Coolidge Fulton LLC

RECORD & RETURN TO
(Name, Address & Zip Code)

Steven Shaw Esq
Hancock + Estabrook
1500 1710 NY Plaza
Syr - NY - 13202

*RECEIPT # 331085

PLEASE TYPE OR LEGIBLY PRINT INFORMATION

*** PLEASE NOTE - ALL ASTERISKED ITEMS ARE FOR CLERK'S OFFICE ONLY**
COMPLETE ONLY INFORMATION ON THIS FORM WHICH PERTAINS TO DOCUMENT ATTACHED TO

RECORDING FEES

RECORDING FEE CHARGE \$ 5.00
OF PAGES 18 x 3.00 = \$ 54.00
OF EXTRA NAMES x .50 = \$
OF REFERENCES x .50 = \$
OF CROSS REFERENCES x .50 = \$
OF EXTRA ASST x 3.50 = \$
TOTAL \$ 59.00

* COVER SHEET IS RECORDED AS PART OF DOCUMENT
& WILL BE COUNTED AS A PAGE

DEED TRANSFER TAX

REVENUE STAMPS \$ 14,000.00
TOWN/CITY/VILLAGE Volney
(COMPLETE FOR MTGE ALSO)
*TRANSFER TAX 1754
*INSTRUMENT # 010017

*RECEIVED

\$ 14,000.00
REAL ESTATE
TRANSFER TAX
OSWEGO COUNTY

TAX MAP
NUMBER

254.00 - 06 - 03.000
254.00 - 05 - 04.000

MISCELLANEOUS FEES

X LOC GOVT \$ 5.00
X TP 584 \$ 5.00
TP 584.1 \$ 5.00
X RP 5217 \$ 25.00
255 AH-HD \$ 5.00

*AFFID #

TOTAL \$ 35.00

GRAND TOTAL FOR

THIS DOCUMENT \$ 14,094.00

PAID

OSWEGO CO. CLERKS OFFICE
GEORGE J. WILLIAMS

MORTGAGE TAX

*MORTGAGE SERIAL # MORTGAGE AMT. \$
TOTAL MTGE. TAX \$

MTGE. TYPES:

--- COMMERCIAL
--- 1-2 FAMILY
--- CREDIT UNION/INDIVIDUAL
--- EXEMPT

*CLERK'S INITIALS

* Taxes imposed on this instrument at time of recording were	BASE
	SPECIAL
	CNY
	TOTAL

BARGAIN AND SALE DEED

THIS INDENTURE, made as of October 27, 2000 between

MILLER BREWING COMPANY, a Wisconsin corporation with offices at 3939
West Highland Boulevard, Milwaukee, Wisconsin 53201,

grantor

and

COOLIDGE FULTON, LLC, a New York limited liability company, P.O. Box 27,
Little Falls, New York 13365,

grantee,

THE grantor, in consideration of ONE AND 00/100 DOLLAR (\$1.00), lawful
money of the United States, and other good and valuable consideration paid by grantee, hereby
grants and releases unto grantee, its successors and assigns of grantee forever,

ALL THOSE TRACTS OF PARCELS OF LAND, situate in the Town of Volney,
City of Fulton, Oswego County, New York more particularly described on Schedule A annexed
(the "Premises"), subject to the Reserved Easements set forth below and subject to easements,
covenants and restrictions of record.

The Premises shall include all appurtenances and all of the grantor's right, title
and interest, if any, in and to (i) any strips or gores of land adjoining the Premises; (ii) all
buildings and other improvements on the Premises (the "Improvements"); (iii) all fixtures,
including without limitation, one Turbine Generator and twenty-one (21) 2000 bbl. Horizontal
Tanks; (iv) the land, if any, lying in the bed of any street, road or avenue, opened or proposed,

Record & Return to:
Steven S. Hahn
Hahn & Associates
1500 MONY PLAZA
Syracuse, NY

adjoining any part of the Premises to the center line thereof; and (v) any easements, covenants, privileges, rights of way, development rights, air rights, water rights, and other rights appurtenant to the Premises or used in connection with the beneficial use and enjoyment of the Premises.

Notwithstanding the foregoing, the Premises shall not include the Improvement known as the "Treatment Facility" as defined herein, including all personal property and equipment contained therein as of the date of this Instrument.

TO HAVE AND TO HOLD the Premises unto the grantee, its successors and assigns forever.

The Premises do not constitute all or substantially all of the assets of grantor.

GRANTOR hereby reserves to itself and its successors and assigns the following four (4) permanent easements (the "Reserved Easements") with respect to a groundwater treatment facility and related piping (the "Treatment Facility") as shown on a "Map of Easements to be Retained by Miller Brewing Company" prepared by Phillips & Associates Surveyors, P.C., dated August 10, 1998 annexed to this Deed (the "Map").

The Reserved Easements consist of an Access Easement as a means of ingress and egress on a twenty-four (24) hour, seven (7) day a week basis between County Route 57 and the Treatment Facility over the area shown as cross-hatched on the Map, an Electric Easement labeled as such on the Map, the Telephone & Drainage Easement, labeled as such on the Map, and a Sanitary Easement labeled as such on the Map, together with access over the Premises to the Electric Easement, Telephone & Drainage Easement and Sanitary Easement to repair, replace or remove the facilities within those easement areas.

The Map shows a Truck Gate Entrance and a Main Gate Entrance, each of which is covered by the Access Easement. Upon reasonable advance telephonic notice to grantee,

grantor will be permitted to use the Truck Gate Entrance for access to the Treatment Facility by tractor trailer and grantee shall make access through the Truck Gate Entrance feasible by maintaining and plowing the Truck Gate Entrance and having personnel available to open and close the gate when needed. If access through the Truck Gate Entrance is not feasible at the times required by grantor as communicated upon reasonable advance notice to grantee, grantor may have access to the Treatment Facility through the Main Gate Entrance. With regard to grantee's regular daily access to the Treatment Facility, grantor will be permitted to use the Main Gate Entrance. Grantee shall, at grantee's sole cost and expense, maintain and plow the areas subject to the Access Easement.

With respect to the Reserved Easements and in addition to the foregoing rights, grantor reserves the following:

- (a) a permanent right of ingress and egress by grantor and its representatives and contractors over the Access Easement for the exclusive use, maintenance, security, replacement and removal of the Treatment Facility, which was constructed by the grantor as part of a remedial program to address the presence of hazardous substances in groundwater located at the Former Miller Container Site (Registry Site #738029). Grantor will notify grantee in writing when grantor no longer requires use of the Treatment Facility. Within a reasonable period of time subsequent to the discontinuance by grantor of its use of the Treatment Facility, grantor shall abandon in place the Treatment Facility whole or in part and remove its personal property and equipment. If grantor elects to remove the Treatment Facility, grantor will dismantle and remove the Treatment

Facility and leave the area on which the Treatment Facility was located at grade and seeded. Following the abandonment of the Treatment Facility, grantor shall execute a termination of its right of ingress and egress in a form that may be filed in the Oswego County Clerk's office. The remedial program is being conducted by the grantor in accordance with an Order on Consent with the New York State Department of Environmental Conservation ("DEC") (Index # A7-0322-9411 - the "DEC Order");

- (b) a right of entry onto the Premises by any duly designated employee, consultant, contractor, or agent of DEC or any Agency of the State of New York for the purposes of inspection, sampling and testing and to ensure grantor's compliance with the DEC Order;
- (c) a right of access to the Premises by grantor and its representatives and contractors to undertake any activities which may be required to comply with requirements of any applicable governmental authority related to the permits transferred to grantee by grantor or the termination of grantor's permits or other regulatory or statutory obligations arising out of grantor's operation of a brewery on the Premises prior to the date of this Instrument.
- (d) a right of access to the Premises by grantor and its representatives and contractors to undertake any activities which may be required by grantor to comply with grantor's indemnification obligations under this Instrument.

Grantor shall defend, indemnify and hold grantee harmless against all claims, damages, costs, expenses and liability of any kind, including personal injury, death or damage to

property, to the extent they are caused by or result from an act or omission by the grantor, its agents, servants, contractors and/or employees in connection with an entry onto the Premises under the Reserved Easements.

The Reserved Easements shall be binding upon grantee and its successors and assigns and shall inure to the benefit of grantor and its successors and assigns.

Grantee covenants for itself and its successors and assigns not to use the Premises, or any portion of the Premises, for the brewing of beer for a period of ten (10) years from the date of the recording of this Indenture in the Oswego County Clerk's Office.

This conveyance is subject to the trust fund provisions of Section 13 of the New York Lien Law.

The Premises do not constitute all or substantially all of the assets of Grantor.

ACKNOWLEDGMENT BY GRANTEE

Grantee acknowledges that (i) as of the date of this Instrument (A) grantee has been given a reasonable opportunity to inspect and investigate the Premises, its environmental condition and all improvements thereon, in all aspects relating thereto either independently or through agents and experts of grantee's choosing (the "Due Diligence Review"); (B) grantee's acquiring the Premises is based solely upon grantee's own investigations and inspections thereof and not upon any representation or warranty from any person whatsoever, including (without limitation), grantor or grantor's broker, contractors, consultants, engineers, attorneys, employees, or any other individual or entity engaged or retained by or related to grantor with respect to the Premises; and (C) grantee is relying solely upon its inspection of the Premises and not upon any representation or warranty from any person whatsoever, including (without limitation), grantor or grantor's broker, contractors, consultants, engineers, attorneys, employees, or any other

individual or entity engaged or retained by or related to grantor with respect to the Premises, except those representations and warranties made by the Seller in paragraph 3(b) of an Agreement of Purchase and Sale between grantor and grantee dated June 13, 2000 (the "Purchase and Sale Agreement"). Accordingly, grantor and grantee acknowledge that grantee is purchasing the Premises and accepting possession of the Premises AS IS, WHERE IS, without representation or warranty of any kind as to its condition, use, utility, operation, merchantability, fitness or compliance with law, order, rule or regulation (the "Condition of the Property"), that grantee is waiving any claim, liability, cost, cause of action, or damage arising out of the Condition of the Property, and that grantee is assuming responsibility for the Condition of the Property and any damages that may have been caused thereby as of the date of this Instrument. It is understood and agreed that the foregoing waiver does not affect grantee's right of indemnification provided under the heading **GRANTOR'S ENVIRONMENTAL INDEMNIFICATION OBLIGATION** or the scope of grantee's waiver of its right to assert an Environmental Claim as set forth under the heading **GRANTEE'S WAIVER OF ENVIRONMENTAL CLAIMS**.

GRANTOR'S ENVIRONMENTAL INDEMNIFICATION OBLIGATION

Grantor shall and hereby does agree, at its sole cost and expense, to defend, indemnify, and hold harmless grantee and each parent, affiliate, subsidiary, unit, division, director, officer and employee of grantee and successors, assigns and heirs of any of the foregoing (collectively, the "Grantee Group") from and against any and all loss and expense (including, without limitation, reasonable attorney and engineering fees, expenses and disbursements) which may be imposed upon, incurred by or asserted or awarded against any member of Grantee Group, to the extent they result from or arise out of or in connection with:

(A) any third party claim based upon an environmental condition existing on the Premises as of the date of this Instrument; and

(B) any claim arising out of the environmental conditions which are to be addressed by the Seller under the DEC Order. Grantee shall have no obligation for compliance with the DEC Order other than to provide the access to the Premises which is required under the DEC Order as specified in the Reserved Easements.

Any claim by any member of the Grantee Group for environmental indemnification under paragraph (A) above must be made no later than three (3) years after the date of this Instrument (the "claim period") or they shall be waived. The right of environmental indemnification of the Grantee Group under this Instrument shall be its exclusive remedy with respect to any claims covered under the foregoing paragraphs (A) and (B) under any applicable federal, state and local statutory or common law, including rights and remedies which may be available under the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") and the New York State Navigation Law. Grantor's Environmental Indemnification Obligation shall run with the land, bind grantor and its successors and assigns and inure to the benefit of grantee and its successors and assigns.

GRANTEE'S WAIVER OF ENVIRONMENTAL CLAIMS

Except for grantee's rights under and subject to the provisions of the paragraphs under the heading **GRANTOR'S ENVIRONMENTAL INDEMNIFICATION OBLIGATION** set forth in this Instrument, and in addition to the waiver set forth in the paragraph beneath the heading **ACKNOWLEDGMENT OF GRANTEE** in this Instrument, grantee hereby waives every claim, liability, cost, cause of action, or damage ("Environmental Claims") arising out of, or in any manner related to, the Premises' environmental condition or

condition of any improvements on the Premises, or compliance with law, order, rule or regulation and any rights which grantee may have now, or in the future, under applicable federal, state and local statutory or common law, including but not limited to, rights and remedies which may be available under CERCLA or the New York State Navigation Law related to matters:

(i) that are described in any of the following environmental documentation ("Environmental Records"):

(A) Shutdown of Operations at Fulton Brewery, Miller Brewing Company, June 1994. Prepared by O'Brien & Gere Engineers, Inc., Syracuse, New York;

(B) Phase II Environmental Assessment, Miller Brewing Company, Fulton Brewery, March 1995. Prepared by O'Brien & Gere Engineers, Inc., Syracuse, New York;

(C) DEC Spill #90-06432 documentation. This consists of the following documents which relate to the referenced DEC spill number: letter of May 12, 1995 from Miller Brewing Company to the DEC's Region 7 Office in which it sets forth an update of activities related to the presence of petroleum, Miller's follow up correspondence of October 9, 1995 to the DEC and the DEC's letter of October 18, 1995 to Miller, advising that no further action need be taken with respect to this matter;

(D) Asbestos Survey Report and Asbestos Material Management Program issued by Versar, Inc. to Miller Brewing Company in October 1996 and November 1996, respectively;

(E) Phase II - Investigation Oversight (Taylor Site) (Draft October 1989) prepared by O'Brien & Gere Engineers, Inc.;

(F) July 10, 1998 Report by O'Brien & Gere Engineers, Inc. to River View Studios, entitled "Updated Phase I Environmental Site Assessment;" or

(G) The report of the environmental portion of the Due Diligence Review which is to be conducted for grantee by a qualified independent environmental engineer under paragraph 5(a) of the Purchase and Sale Agreement;

(ii) or that grantee fails to disclose in a writing to grantor within two (2) years after the date of this Instrument.

ASSERTION OF ENVIRONMENTAL INDEMNIFICATION CLAIMS

As a condition precedent to the assertion of any environmental indemnification claim by grantee under this Instrument, grantee must notify the grantor in writing within ninety (90) days of its receipt of knowledge or notice of facts or information, which it believes may give rise to a claim for environmental indemnification under this Instrument. This notice shall specify in reasonable detail the particular facts underlying such claim as are known to grantor at the time of providing such notice.

In the event grantee fails to provide the foregoing notice within the specified ninety (90) day period, its request for environmental indemnification shall be waived.

Grantor shall have the right, at its option and expense, to assume the defense, implement the remediation or undertake other necessary action with respect to any matter for which there may be a claim of environmental indemnification against grantor under this Instrument. Grantee agrees to cooperate with grantor in connection with any such matters, including but not limited to, granting access to the Premises to grantor and its consultants to evaluate and/or address a claim made for environmental indemnification under this Instrument.

Grantor is to transfer three (3) canal permits issued by the New York State Canal Corporation to grantee. One of these permits (identified as plate number 1231) is to include the discharge for the treated effluent from the Treatment Facility following the transfer of the permit to grantee. Grantee shall maintain this permit during the period of grantor's use of the outfall for the indicated purpose and this obligation shall run with the land, bind grantee and its successors and assigns and inure to the benefit of grantor and its successors and assigns.

DEFINITIONS

The term "environmental condition" shall mean: (A) any actual or threatened

release of a hazardous substance at, onto, from, under or in the Premises for which remedial work is required under any applicable environmental law or other laws including federal or state common law; (B) any condition or activity at the Premises which is not in compliance with any applicable environmental law; (C) any condition at the Premises which forms the basis of a claim under any applicable law; or (D) any condition at, on, from, under or in the Premises or property adjacent to or nearby thereto which necessitates remedial work to satisfy any governmental authority acting under applicable environmental law.


The term "environmental law" means all federal, state and local laws, statutes, ordinances, codes, rules and regulations (and all permits, licenses, approvals, directives, orders, consent orders, settlement agreements and any other binding agreements issued by or entered into by federal, state or local governmental authorities or courts) relating to protection of the environment and/or governing the use, handling, generation, treatment, recycling, storage, manufacture, transportation or disposal of "hazardous substances" (as that term is defined under CERCLA and including "petroleum" as that term is defined under the New York State Navigation Law).

The waivers and covenants of grantee under this Instrument shall run with the land and shall bind grantee and its successors and assigns and inure to the benefit of grantor and its successors and assigns.

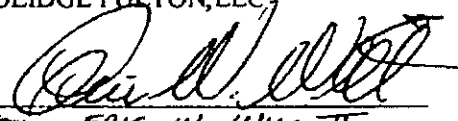
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Grantor and grantee have duly executed this deed the day and year first above
written.

MILLER BREWING COMPANY

By: 
Its: Michael T. Jones
Title: Vice President - Deputy General Counsel

COOLIDGE FULTON, LLC

By: 
ERIC W. WILL II
Title: MANAGER

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.:

On the 27 day of October in the year 2000 before me, the undersigned, personally appeared MICHAEL T JONES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) and whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Milwaukee (insert the city or other political subdivision and the state of country or other place the acknowledgment was taken).

Janell C. Cincotta
Notary Public

Commission Expires 12/31/03

STATE OF NEW YORK)
COUNTY OF Oneida) ss.:

On the 30th day of November in the year 2000 before me, the undersigned, personally appeared ERIC W. WILL II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Steven Shaw
Notary Public

STEVEN SHAW
Notary Public, State of New York
Qualified in Oneida Co. No. 4780295
My Commission Expires 12/31/00

SCHEDULE A

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Volney, County of Oswego and State of New York, being part of Subdivisions 4, 8 & 12 of Harper's Location and Lots 1, 2, 3, 4 & 6 of Charles Newkirk's Location in said Town, and being more particularly described as follows:

PARCEL NO. 1

Beginning at a point in the southerly boundary of New York State Route 481 at its intersection with the southwesterly boundary of lands formerly of the Penn Central Railroad, now CSX Transportation Company; running thence S 87° 24' 44" W along said southerly boundary of New York State Route 481, a distance of 454.40 feet to a point, said point being the northeasterly corner of lands conveyed to Oswego County Industrial Development Agency by deed recorded in Oswego County Clerk's Office in Book 1422 of Deeds at Page 283; thence along the easterly and southerly boundary of said lands, the following 7 courses and distances: 1) S 26° 47' 00" E, 422.70 feet; 2) S 18° 03' 00" W, 285.00 feet; 3) S 53° 09' 00" W, 1,096.00 feet; 4) N 83° 19' 00" W, 80.80 feet; 5) S 52° 29' 00" W, 20.30 feet; 6) N 67° 15' 00" W, 173.90 feet; 7) S 53° 09' 00" W, 783.26 feet to a point in the centerline of County Route 57; thence N 25° 56' 15" W along said highway centerline, a distance of 41.47 feet to a point; thence N 29° 09' 47" W, continuing along said highway centerline, a distance of 152.37 feet to a point; thence S 50° 19' 55" W, a distance of 49.92 feet to a point in the easterly blue line of the Oswego Canal; thence along said easterly blue line, the following 25 courses and distances: 1) S 27° 11' 35" E, 166.50 feet; 2) S 38° 34' 40" E, 14.27 feet; 3) S 25° 30' 58" E, 305.02 feet; 4) S 31° 32' 26" E, 188.32 feet; 5) S 30° 05' 59" E, 67.44 feet; 6) S 23° 28' 59" E, 67.62 feet; 7) S 20° 57' 49" E, 398.06 feet; 8) S 21° 52' 46" E, 65.80 feet; 9) S 22° 17' 32" E, 65.53 feet; 10) S 24° 47' 52" E, 65.32 feet; 11) S 26° 22' 46" E, 65.69 feet; 12) S 26° 47' 26" E, 435.34 feet; 13) S 23° 08' 32" E, 265.79 feet; 14) S 17° 13' 24" E, 101.47 feet; 15) S 11° 24' 04" E, 266.18 feet; 16) S 2° 27' 15" W, 70.32 feet; 17) S 7° 02' 49" W, 133.07 feet; 18) S 6° 30' 28" W, 63.04 feet; 19) S 0° 35' 59" E, 61.71 feet; 20) S 10° 07' 25" E, 63.85 feet; 21) S 13° 51' 00" E, 66.09 feet; 22) S 9° 19' 59" E, 67.28 feet; 23) S 8° 00' 27" E, 67.65 feet; 24) S 2° 25' 19" E, 68.37 feet; 25) S 4° 11' 02" W, 68.38 feet; thence N 87° 06' 28" E, a distance of 249.00 feet to a point in the centerline of County Route 57, said point being the southwesterly corner of lands conveyed to the City of Fulton by deed recorded in Oswego County Clerk's Office in Book 558 of Deeds at Page 80; thence N 14° 21' 55" W along said highway centerline, a distance of 171.00 feet to the northwesterly corner of said lands of the City of Fulton; thence N 87° 06' 28" E along the northerly boundary of said lands, a distance of 220.00 feet to the northeasterly corner thereof; thence S 14° 21' 55" E along the easterly boundary of said lands, a distance of 171.00 feet to the southeasterly corner thereof; thence N 87° 06' 28" E, a distance of 653.02 feet to a point, said point being the northwesterly corner of lands conveyed by Pathfinder Fish & Game Club, Inc. to Miller brewing Company by deed recorded in Oswego County Clerk's Office in Book 809 of Deeds at Page 691; thence S 26° 37" E along the westerly boundary of said lands, a distance of 821.30 feet to the southwesterly corner thereof; thence N 87° 06' 28" E along the southerly boundary of said lands, a distance of 2,862.18 feet to the southeasterly corner thereof; thence N 31° 18' 06" W along the easterly boundary of said lands, a distance of 754.93 feet to a point in the centerline of Mullen Road; thence N 50° 36' 31" W along said road centerline, a distance of

177.12 feet to a point, said point being the most easterly corner of lands conveyed to Joyce A. Mc Connell by deed recorded in Oswego County Clerk's Office in Book 1193 of Deeds at Page 233; thence S 68° 30' 06" W along the southeasterly boundary of said lands and the southeasterly boundary of lands conveyed to Lynn Hood by deed recorded in Oswego County Clerk's Office in Book 1486 of Deeds at Page 231, a distance of 382.31 feet to the most southerly corner of said lands of Hood; thence N 43° 37' 39" W along the southwesterly boundary of said lands of Hood, a distance of 375.91 feet to the most westerly corner thereof; thence N 68° 32' 42" E along the northwesterly boundary of said lands of Hood, a distance of 375.91 feet to a point in the centerline of Mullen Road; thence N 43° 56' 41" W along said road centerline, a distance of 81.32 feet to a point; thence N 85° 38' 56" E, a distance of 514.07 feet to a point; thence N 1° 07' 07" W, a distance of 387.21 feet to a point in the southwesterly boundary of lands formerly of the Penn Central Railroad, now CSX Transportation Company; thence northwesterly along said southwesterly Railroad boundary, following a curve to the right having a radius of 5,769.58 feet, an arc distance of 714.37 feet to a point of tangency; thence N 36° 48' 21" W, continuing along said Railroad boundary, a distance of 3,884.13 feet to the point of beginning.

Excepting from the above parcel No. 1 the following:

Exception No. 1

Being lands conveyed to the City of Fulton by deeds recorded in Oswego County Clerk's Office in Book 343 of Deeds at Page 84, Book 411 of Deeds at Page 573 and Book 461 of Deeds at Page 52, bounded and described as follows:

Beginning at a point in the centerline of County Route 57 at its intersection with the centerline of Owen Road; running thence S 24° 39' 25" E along said centerline of County Route 57, a distance of 214.35 feet to a point; thence S 22° 23' 10" E, continuing along said highway centerline, a distance of 159.50 feet to a point, said point being the southwesterly corner of said lands of the City of Fulton; thence N 86° 03' 25" E along the southerly boundary of said lands, a distance of 179.60 feet to the southeasterly corner thereof; thence along the easterly boundaries of said lands, the following 5 courses and distances: 1) N 24° 42' 30" W, 128.88 feet; 2) S 86° 39' 45" W, 21.85 feet; 3) N 23° 55' 15" W, 108.71 feet; 4) S 66° 04' 45" W, 47.00 feet; 5) N 23° 55' 15" W, 153.70 feet to a point in the centerline of Owen Road; thence S 86° 19' 56" W, a distance of 104.91 feet to the point of beginning.

Exception No. 2

Being lands conveyed to the City of Fulton by deed recorded in Oswego County Clerk's Office in Book 432 at Page 476, bounded and described as follows:

Beginning at a point in the centerline of County Route 57, said point being 836.90 feet distant northwesterly, measured along said highway centerline, from its intersection with the centerline of Owen Road; running thence N 24° 39' 23" W along said highway centerline, a distance of 346.00 feet to a point; thence N 72° 36' 16" E along the northwesterly boundary of said lands of the City of Fulton, a distance of 433.18 feet to the northeasterly corner thereof;

thence S 27° 05' 29" E along the northeasterly boundary of said lands, a distance of 343.15 feet to the southeasterly corner thereof; thence S 71° 58' 00" W along the southeasterly boundary of said lands, a distance of 447.27 feet to the point of beginning.

Also excepting those lands which lie within the beds of County Route 57, Owen Road and Mullen Road.

PARCEL NO. 2

Beginning at a point in the southerly boundary of New York State Route 481 at its intersection with the northeasterly boundary of lands formerly of the Penn Central Railroad, now CSX Transportation Company; running thence S 36° 48' 21" E along said northeasterly Railroad boundary, a distance of 3,583.39 feet to its intersection with the centerline of Owen Road; thence N 88° 14' 38" E along said road centerline, a distance of 160.10 feet to a point; thence N 3° 01' 19" W, a distance of 1,097.69 feet to a point; thence N 3° 36' 42" W, a distance of 1,291.83 feet to a point in the southerly boundary of New York State Route 481; thence along said highway boundary, the following 5 courses and distances: 1) N 57° 46' 22" W, 199.09 feet; 2) N 54° 03' 50" W, 301.84 feet; 3) N 69° 05' 52" W, 588.13 feet; 4) N 83° 20' 38" W, 634.81 feet; 5) S 81° 18' 04" W, 581.53 feet to the point of beginning.

Excepting those lands which lie within the bed of Owen Road.

Being all or part of the parcels of land described in the deeds identified below:

1. Warranty Deed from Elmer E. Taylor, also known as E. Ellsworth Taylor to Miller Brewing Company dated April 25, 1974 and recorded in the Oswego County Clerk's Office on May 6, 1974 in Book 777 of Deeds, page 1;
2. Warranty Deed from Elmer E. Taylor and Irvin Taylor to Miller Brewing Company dated April 25, 1974 and recorded in the Oswego County Clerk's Office on May 6, 1974 in Book 777 of Deeds, page 16;
3. Warranty Deed from Irvin Taylor a/k/a Ervin A. Taylor to Miller Brewing Company dated April 25, 1974 and recorded in the Oswego County Clerk's Office on May 6, 1974 in Book 777 of Deeds, page 19;
4. Quitclaim Deed from Elmer E. Taylor and Irvin Taylor to Miller Brewing Company dated April 25, 1974 and recorded in the Oswego County Clerk's Office on May 6, 1974 in Book 777 of Deeds, page 24;
5. Warranty Deed from Neva R. Baker and Robert E. Baker to Miller Brewing Company dated April 25, 1974 and recorded in the Oswego County Clerk's Office on May 6, 1974 in Book 777 of Deeds, page 46;
6. Quitclaim Deed from the City of Fulton to Miller Brewing Company dated June 17, 1974 and recorded in the Oswego County Clerk's Office on August 8, 1974 in Book 781 of

Deeds, page 447;

7. Warranty Deed from Victor E. Allen a/k/a Victor Allen to Miller Brewing Company dated April 21, 1975 and recorded in the Oswego County Clerk's Office on April 25, 1975 in Book 787 of Deeds, page 1025;
8. Referee's Deed to Miller Brewing Company dated July 26, 1976 and recorded in the Oswego County Clerk's Office on August 3, 1976 in Book 799 of Deeds, page 727;
9. Warranty Deed from Pathfinder Fish & Game Club, Inc. to Miller Brewing Company dated July 25, 1977 and recorded in the Oswego County Clerk's Office on July 26, 1977 in Book 809 of Deeds, page 691;
10. Warranty Deed from Michael R. Ladd and Sandra A. Ladd to Miller Brewing Company dated August 1, 1977 and recorded in the Oswego County Clerk's Office on August 1, 1977 in Book 809 of Deeds, page 956;
11. Warranty Deed from James V. LaMacchia and Jane LaMacchia to Miller Brewing Company dated October 6, 1977 and recorded in the Oswego County Clerk's Office on October 7, 1977 in Book 811 of Deeds, page 1028;
12. Warranty Deed from Jack E. Zahn and Verna M. Zahn to Miller Brewing Company dated November 18, 1977 and recorded in the Oswego County Clerk's Office on November 18, 1977 in Book 813 of Deeds, page 339;
13. Warranty Deed from John W. Tilden and Lillian E. Tilden to Miller Brewing Company dated October 5, 1978 and recorded in the Oswego County Clerk's Office on October 5, 1978 in Book 821 of Deeds, page 664;
14. Executor's Deed from Burr J. Kelly as Executor of the Estate of Clarence E. Kelly to Miller Brewing Company dated December 31, 1981 and recorded in the Oswego County Clerk's Office on January 12, 1982 in Book 857 of Deeds, page 279; and
15. Warranty Deed from Elmer E. Taylor and Marion F. Taylor to Miller Brewing Company dated June 24, 1989 and recorded in the Oswego County Clerk's Office on September 29, 1989 in Book 1098 of Deeds, page 44.

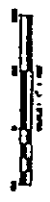
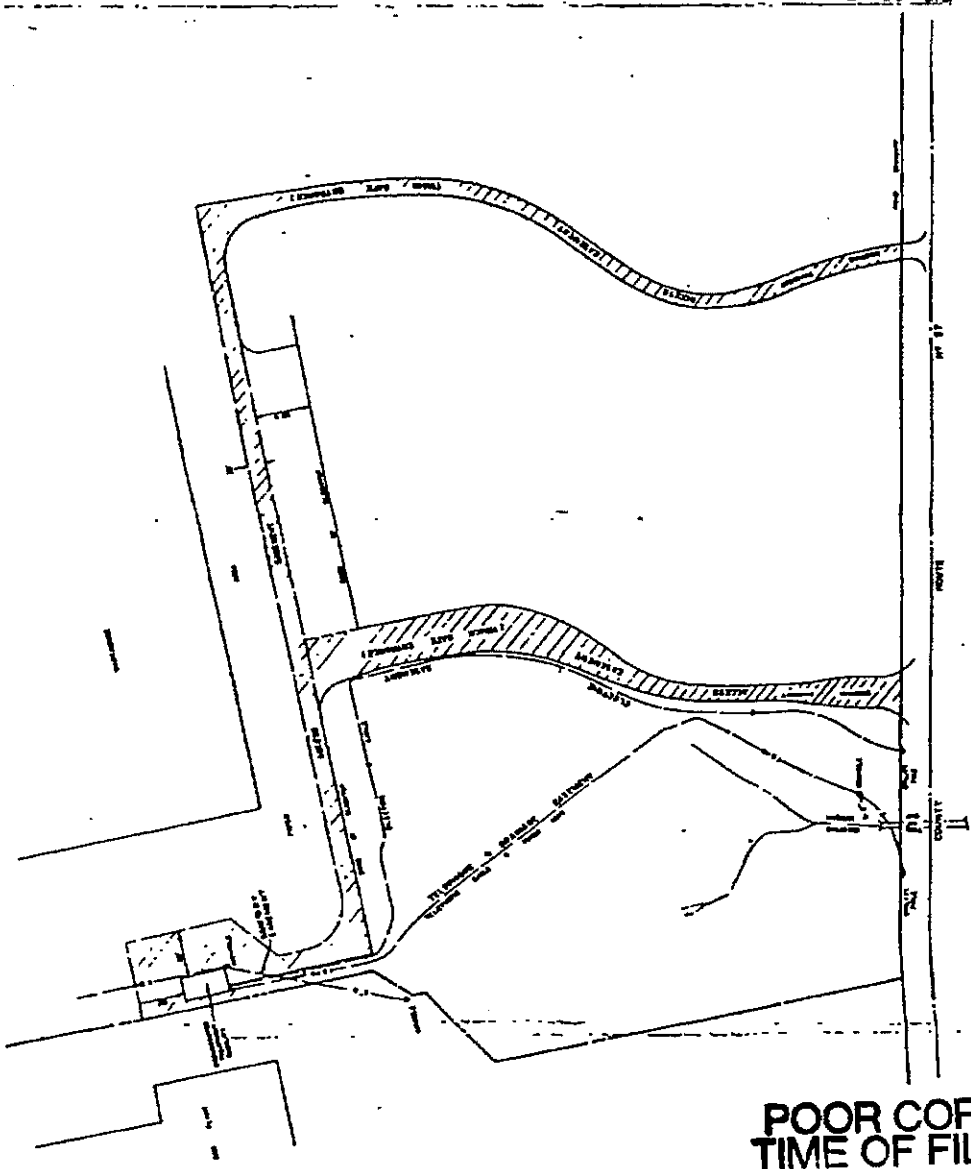


Map of Easements to be retained
by Miller Brewing Company

Phillips & Associates
August 10, 1998
File No. 1669.056

Reference is made to the Survey Map and Platbook, dated as
provided to Miller 1998, Subdivision 2, of the Miller Brewing Co.

MAP OF EASEMENTS TO BE RETAINED BY MILLER BREWING COMPANY Subdivision 2 Subdivision 2		DATE 8/10/98	BY PHILLIPS & ASSOCIATES
P. 1669.056		DATE 8/10/98	BY PHILLIPS & ASSOCIATES



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TIME OF FILMING