




MISC 2006089998



AUG 08 2006 11:11 P 4

M

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/8/2006 11:11:43.50

2006089998

AMENDMENT NO. 2 TO DEED OF TRUST

THIS AMENDMENT NO. 2 TO DEED OF TRUST ("Amendment No. 2") is made this 26th day of July, 2006, by and between Upstream Brewing Company, L.L.C., (hereinafter called the "Trustor"), whose mailing address is 514 South 11th Street, Omaha, NE 68102, Attention: Brian K. Magee, Security National Bank of Omaha, a National Banking Association (hereinafter called the "Trustee"), whose mailing address is 3500 Farnam Street, Omaha, Nebraska 68131, Attention: Thomas J. Pritchard, and Security National Bank of Omaha, National Association, a national banking association (hereinafter called the "Beneficiary"), whose mailing address is 3500 Farnam Street, Omaha, Nebraska 68131, Attention: Thomas J. Pritchard.

WITNESSETH:

WHEREAS, the parties hereto previously entered into that certain Deed of Trust, dated November 14, 1995, which is recorded in (i) Book 4628, Page 514 of the Mortgage Records of Douglas County, Nebraska, as amended by Amendment No. 1 to Deed of Trust recorded November 1, 2002 in Book 1471, Page 178 of the Mortgage Records of Douglas County, Nebraska (the "Deed of Trust"), against the property described on Exhibit "A" attached hereto, together with such other property as described in the Deed of Trust (hereinafter, the "Trust Property");

WHEREAS, Beneficiary, Trustor and Upstream Partners, LLC, a Nebraska limited liability company ("Upstream Partners") have previously entered into a Loan Agreement dated May 20, 2002 (as amended, the "Loan Agreement"), pursuant to which Beneficiary agreed to make certain loans to Upstream Partners on the terms and conditions set forth in said Loan Agreement (collectively, the "Loans");

WHEREAS, concurrently herewith, Beneficiary, Trustor and Upstream Partners have entered into Amendment No. 1 to Loan Agreement, whereby Beneficiary, among other things, agreed to make an additional term loan to Upstream Partners;

WHEREAS, pursuant to the Loan Agreement, Trustor has previously executed and delivered to Beneficiary a Guaranty pursuant to which Trustor, as Guarantor thereunder, has guaranteed the repayment of the loans made to Upstream Partners by Beneficiary under the Loan Agreement; and

WHEREAS, as a condition to Beneficiary entering into Amendment No. 1 to Loan Agreement, and in order to induce Beneficiary to make an additional term loan to Upstream Partners, Beneficiary has required, and Trustor has agreed, to amend the Deed of Trust as provided herein.

64406, 61408
338786.1

F *MISC*
FEE 20.50 FB 03-80000
SECURITY NATIONAL BANK
OF OMAHA
P.O. Box 31400
Omaha, Nebraska 68131-0400
BKP _____ C/O _____ COMP *BN*
DEL _____ SCAN _____ FV _____
✓ 9496

NOW, THEREFORE, in consideration of the above premises and to induce Beneficiary to enter into Amendment No. 1 to Loan Agreement, Trustor agrees as follows:

1. All terms contained herein with initial capitalized letters shall have the meaning ascribed to them in the Loan Agreement unless otherwise defined herein.

2. In addition to the obligations referred to in the Deed of Trust, Trustor agrees that the Deed of Trust shall secure (i) the Loans, (ii) 2006 Term Note A in the principal amount of \$2,496,351.76, (iii) 2006 Term Note B in the principal amount of \$380,762.55 and (iv) all future indebtedness of Trustor to Beneficiary.

3. The term "Loan" or "Loans" as used in the Deed of Trust shall be defined as a reference to amounts of money lent by Beneficiary to Trustor or to Upstream Partners which remain outstanding and are evidenced by one or more of the Notes, and by any note given in exchange, substitution or renewal thereof.


4. The term "Note" or "Notes" as used in the Deed of Trust shall be defined as a reference to 2006 Term Note A, 2006 Term Note B and all future notes issued by Beneficiary to Upstream Partners, and all notes given in exchange, substitution or renewal of any of such Notes, with such reference pertaining to (i) any one of them when used in the singular or (ii) all of them when used in the plural.

5. Trustor hereby reaffirms the Deed of Trust and acknowledges that the Deed of Trust remains in full force and effect as written, as amended by this Amendment No. 2.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Amendment No. 2 to Deed of Trust has been duly executed the day and year first written above.

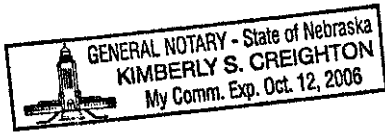
UPSTREAM BREWING COMPANY, L.L.C.,
a Nebraska corporation

By: 
Brian K. Magee, Manager

STATE OF NEBRASKA)
) ss.

COUNTY OF DOUGLAS)

This 26th day of July, 2006, before me, a notary public in and for said county, personally came Brian K. Magee, Manager of Upstream Brewing Company, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing Amendment No. 2 to Deed of Trust and acknowledged the execution thereof to be the voluntary act and deed of the company.



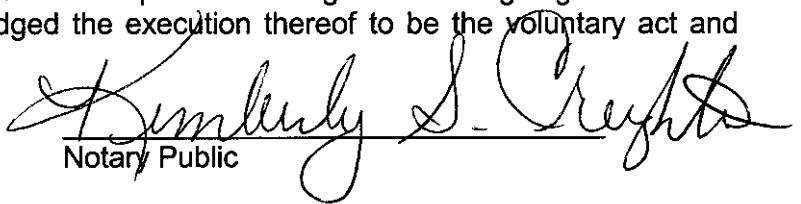

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 8, Block 165, Original City of Omaha, as surveyed and lithographed, Douglas
County, Nebraska