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01-11-2000

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- New
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Document ID #
- Correction of PTO Error
Reel # Frame #
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Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

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- General Partnership
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Name

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Composed of

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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12/01/2000 DNGUYEN 00000186 74453767

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11 FE:481 40.00 OP
12 FE:482 75.00 OP

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Correspondent Name and Address

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Name

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Address (line 2)

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

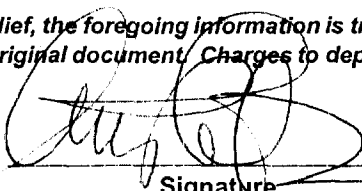
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ARNOLD P. LUTZKER, ESQ.



1/11/00

Name of Person Signing

Signature

Date Signed

**AGREEMENT REGARDING FIRST AMENDMENT
TO CREDIT AGREEMENT**

A. This Agreement Regarding First Amendment to Credit Agreement (this "**Agreement**") is entered into as of November 15, 1999, by and among the following parties concerning certain effects of, and the transactions contemplated by, that certain First Amendment to Credit Agreement (the "**First Amendment**") dated as of even date herewith, by and among the Borrower and the Bank:

1. D.G.Y. Real Estate Limited Partnership, a Pennsylvania limited partnership (the "**Borrower**");
2. Yuengling Beer Co., Inc., a Pennsylvania corporation ("**YBC**"), as a guarantor of the Borrower's obligations under the Credit Agreement;
3. D.G. Yuengling & Sons, Inc., a Pennsylvania corporation ("**DGY&S**"), as a guarantor of the Borrower's obligations under the Credit Agreement;
4. Yuengling Management Corp., a Pennsylvania corporation ("**YMC**"; YBC, DGY&S and YMC are hereafter referred to individually and collectively as the "**Borrower Affiliates**"), and general partner of the Borrower;
5. PNC Bank, National Association (the "**Bank**"), a national banking association; and
6. Keystone Financial Bank, National Association, formerly Pennsylvania National Bank (the "**Participant**"), as a risk Participant in the credit facilities made available to the Borrower under the Credit Agreement, all pursuant to the terms of the Participation Agreement.

Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Existing Credit Agreement described below, as amended by the First Amendment.

B. This Agreement pertains to the amendment, continuation or replacement, of each or any of the following documents, as the case may be:

1. Credit Agreement by and between the Borrower and the Bank, dated as of December 23, 1998, as amended prior to the date hereof (such Credit Agreement, as so amended, is herein referred to as the "**Existing Credit Agreement**"; the Existing Credit Agreement, as amended by the First Amendment and together with all other amendments and modifications thereof from time to time hereafter is herein referred to as the "**Credit Agreement**"), each by and among the Borrower and the Bank.
2. Construction Note dated as of December 23, 1998, by the Borrower in favor of the Bank in the principal amount of \$12,000,000 (hereinafter, the "**Prior Construction Note**"; the Prior Construction Note, as amended and restated on the date hereof pursuant to an Amended and Restated Construction Note and together with all other amendments and modifications thereof from time to time hereafter is herein referred to as the "**Construction Note**").

3. The other documents, agreements, certificates and instruments executed and delivered in connection with the Credit Agreement (the "**Loan Documents**").

C. (1) Upon the request of the Borrower and subject to the terms and conditions set forth in the First Amendment, the Bank has agreed to (a) increase the Construction Loan Commitment to \$16,000,000; (b) extend the availability of the Construction Loan Commitment to June 30, 2000; (c) increase the stated amount of the Project Letter of Credit Commitment to \$16,315,617; and (d) make certain other modifications to the Existing Credit Agreement, all as more fully set forth in the First Amendment.

(2) In connection with the execution and delivery of the First Amendment, the Bank has requested that, and the Borrower has undertaken to cause the Borrower and each of the Borrower Affiliates to (i) consent to the terms of the First Amendment, (ii) to affirm the Construction Note, (iii) affirm the grant of liens and security interests, the subordination of liens or debt or the guaranty of the obligations of the Borrower and/or the Borrower Affiliates, as the case may be, under the Loan Documents, previously granted or undertaken by the Borrower or any such Borrower Affiliate, as the case may be, (iv) acknowledge that all of such liens, security interests, subordinations and guaranties granted or undertaken by the Borrower or any such Borrower Affiliate extend to secure the repayment of the Construction Note, including without limitation those executed and delivered in connection with the First Amendment; and (v) agree to make additional appropriate amendments to the Existing Collateral Documents (as set forth on Schedule I attached hereto and made a part hereof) or any other Loan Documents executed by the Borrower or any such Borrower Affiliate if requested by the Bank to expressly include as one of the obligations secured (whether by liens on collateral or the subordination of payment of debt of, or the one or more liens on property of, the Borrower or any such Borrower Affiliate) or guaranteed thereby the indebtedness evidenced by the Construction Note.

D. The Borrower and each of the Borrower Affiliates hereby consent to the terms set forth above. From and after the First Amendment Effective Date, (i) any reference to the Prior Construction Note or to the term "**Notes**" shall be deemed to include the Construction Note as amended and restated in connection with the First Amendment, (ii) any reference to the terms "**Note**", "**Secured Obligations**" or any such similar term shall be deemed to include the Construction Note, as amended and restated in connection with the First Amendment.

E. The Borrower and each Borrower Affiliate which has granted a lien and/or security interest, pursuant to one or more of the Existing Collateral Documents, in property or rights to property of the Borrower or each such Borrower Affiliate, do hereby confirm and ratify in all respects for the benefit of the Bank the grant, mortgage, assignment, pledge or hypothecation of each lien and/or security interest pursuant to one or more of the Existing Collateral Documents executed by each such Borrower or Borrower Affiliate and does hereby acknowledge and agree for the benefit of the Bank that each such lien and security interest is hereby granted, mortgaged, assigned, pledged and hypothecated to secure, and does hereby secure, the repayment of the Construction Note.

- F. Each Borrower Affiliate which has undertaken to become a guarantor of and/or surety for, the repayment of the Obligations as defined in the Existing Credit Agreement, does hereby confirm and ratify in all respects for the benefit of the Bank the guarantee of, and suretyship of, such Obligations for the prompt and punctual payment thereof, and the due and punctual performance of all of the other obligations, duties and liabilities of the Borrower under the Loan Documents, and each such Borrower Affiliate does hereby acknowledge and agree that each such guaranty and suretyship is hereby undertaken to secure, and does hereby secure, the prompt and punctual payment of the Construction Note as amended and restated in connection with the First Amendment, and the due and punctual performance of all of the other obligations, duties and liabilities of the Borrower under the Loan Documents.
- G. The Borrower and each Borrower Affiliate which has subordinated any right to the payment of money from, or any lien on any property of, the Borrower or any Borrower Affiliate to the repayment of the Obligations does hereby confirm and ratify in all respects for the benefit of the Bank the subordination of any such right, and the Borrower and each Borrower Affiliate do hereby acknowledge and agree for the benefit of the Bank that each such subordination is hereby granted and made to secure, and does hereby secure, the repayment of the Obligations, including without limitation, the Construction Note as amended and restated in connection with the First Amendment.
- H. The Borrower and each Borrower Affiliate do hereby agree to execute and deliver to the Bank, as requested by the Bank, such additional amendments, in form and substance satisfactory to the Bank and its counsel, to the Existing Collateral Documents executed by the Borrower or such Borrower Affiliate to expressly include as one of the obligations secured (whether by liens on collateral or the subordination of payment of debt of, or the one or more liens on property of, the Borrower or any Borrower Affiliate) or guaranteed thereby the indebtedness evidenced by the Notes.
- I. This Agreement shall be binding on each of the parties hereto upon the execution and delivery of this Agreement to the Bank on or prior to the First Amendment Effective Date. The execution and delivery of this Agreement by any of the respective parties hereto shall constitute such party's consent to the execution and delivery by the Borrower of the First Amendment any of the documents related thereto and transactions contemplated thereby. It is not necessary to the binding effect of this Agreement on the Borrower or any Borrower Affiliate that signs this Agreement that the Borrower or all of the Borrower Affiliates shall have signed this Agreement.
- J. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by any party hereto by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement by such party.
- K. This Agreement shall be construed in connection with and as part of the Loan Documents to the extent applicable as herein set forth; and such Loan Documents are hereby modified to include this Agreement. Nothing contained in this Agreement shall be construed to release, cancel, terminate, postpone or otherwise impair the status, perfection date or priority of the liens, security interests, subordinations and guaranties

created by, or in connection with, the Existing Credit Agreement, including without limitation liens, security interests, subordinations and guaranties created by the Loan Documents in favor of the Bank to secure the payment and performance of the Obligations. All such liens, security interests, subordinations and guaranties created by the Loan Documents shall continue on and after the date hereof to exist and to secure (whether by liens on collateral or the subordination of the payment of the debt of, or one or more liens on property of, the Borrower or any Borrower Affiliate) and/or guaranty the repayment of the Obligations.

- L. This Agreement is freely and voluntarily given to the Bank by the undersigned without any duress or coercion after each of the undersigned have either consulted with counsel or been given an opportunity to do so, and each of the undersigned have carefully and completely read all of the terms and provisions of this Agreement, the First Amendment and the other documents or instruments referred to therein or herein.
- M. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement or any part of such provision shall be prohibited by or invalid under applicable law, such provision or part thereof shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- N. From and after the date first above written, all references in each Loan Document to any of the Loan Documents shall be deemed to be references to such Loan Documents, as amended or otherwise modified through and including the date hereof.
- O. This Agreement shall be construed as an amendment and supplement to each Loan Document set forth on Schedule 1 attached hereto and incorporated herein by reference.
- P. The amendments to the Loan Documents set forth herein do not either implicitly or explicitly alter, waive or amend, except as expressly provided in this Agreement, the other provisions of any such Loan Documents. The modifications and/or amendments set forth herein do not waive, now or in the future, compliance with any other covenant, term or condition to be performed or complied with nor does it impair any rights or remedies of the Bank under the Loan Documents with respect to any such violation.
- Q. The Borrower will pay all costs and expenses of the Bank (including, without limitation, the reasonable fees and the disbursements of the Bank's counsel) in connection with the preparation, negotiation, execution and delivery of this Agreement and the other documents, instruments and certificates delivered in connection herewith.
- R. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD OR GIVING EFFECT TO THE PROVISIONS THEREOF REGARDING CONFLICTS OF LAW.

S. This Agreement may be amended or provisions of it waived only by a written instrument signed by each of the parties hereto.


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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed, or have caused to be duly executed by their respective officers or representatives thereunto duly authorized, this Agreement Regarding First Amendment to Credit Agreement as of the day and year first written above.

WITNESS/ATTEST:

D.G.Y. REAL ESTATE LIMITED
PARTNERSHIP, a Pennsylvania limited
partnership

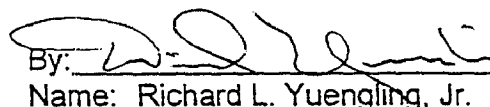
By: Yuengling Management Corp., its
General Partner

By:  (SEAL)
Name: Jennifer Yuengling
Title: Secretary

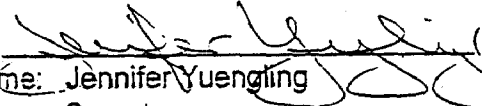
By:  (SEAL)
Name: Richard L. Yuengling, Jr.
Title: President

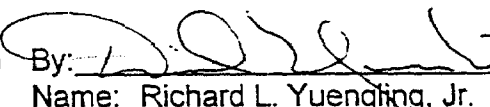
YUENGLING BEER CO., INC., a
Pennsylvania corporation

By:  (SEAL)
Name: Jennifer Yuengling
Title: Secretary

By:  (SEAL)
Name: Richard L. Yuengling, Jr.
Title: President

D.G. YUENGLING & SON, INC., a
Pennsylvania corporation

By:  (SEAL)
Name: Jennifer Yuengling
Title: Secretary

By:  (SEAL)
Name: Richard L. Yuengling, Jr.
Title: President

PNC BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)
Name: Gary Williams
Title: Vice President

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed, or have caused to be duly executed by their respective officers or representatives thereunto duly authorized, this Agreement Regarding First Amendment to Credit Agreement as of the day and year first written above.

WITNESS/ATTEST:

D.G.Y. REAL ESTATE LIMITED
PARTNERSHIP, a Pennsylvania limited
partnership

By: Yuengling Management Corp., its
General Partner

By: _____ (SEAL)

Name: Jennifer Yuengling

Title: Secretary

By: _____ (SEAL)

Name: Richard L. Yuengling, Jr.

Title: President

YUENGLING BEER CO., INC., a
Pennsylvania corporation

By: _____ (SEAL)

Name: Jennifer Yuengling

Title: Secretary

By: _____ (SEAL)

Name: Richard L. Yuengling, Jr.

Title: President

D.G. YUENGLING & SON, INC., a
Pennsylvania corporation

By: _____ (SEAL)

Name: Jennifer Yuengling

Title: Secretary

By: _____ (SEAL)

Name: Richard L. Yuengling, Jr.

Title: President

PNC BANK, NATIONAL ASSOCIATION

By: Gary Williams (SEAL)

Name: Gary Williams

Title: Vice President

**SCHEDULE 1 TO
AGREEMENT REGARDING FIRST AMENDMENT TO CREDIT AGREEMENT**

List of Existing Collateral Documents

1. Open-End Mortgage and Security Agreement dated as of December 23, 1998, by and between the Borrower and the Bank, and recorded in the Office of the Recorder of Deeds, Schuylkill County, Pennsylvania, at Book 504, Pages 78-104.
2. Open-End Mortgage and Security Agreement dated as of December 23, 1998, by and between Yuengling Beer Co., Inc. and the Bank and recorded in the Office of the Recorder of Deeds, Schuylkill County, Pennsylvania at Book 504, Pages 136-170.
3. Security Agreement dated as of December 23, 1998, by and between the Borrower and the Bank.
4. Assignment of Construction and Development Documents dated as of December 23, 1998, by and between the Borrower and the Bank.
5. Assignment of Leases and Rents dated as of December 23, 1998, by the Borrower in favor of the Bank and Recorded in the Office of the Recorder of Deeds, Schuylkill County, Pennsylvania, at Book 504, Pages 110-135.
6. Guaranty and Suretyship Agreement by Yuengling Beer Co., Inc., in favor of the Bank.
7. Guaranty and Suretyship Agreements, each dated as of December 23, 1998 and each by D.G. Yuengling & Son, Inc. in favor of the Bank.
8. Environmental Indemnity Agreement dated as of December 23, 1998, by and between the Borrower and the Bank.
9. Assignment of Security Interest in Patents, Trademarks and Copyrights dated as of December 23, 1998, and made by D.G. Yuengling & Son, Inc., in favor of the Bank.
10. Security Agreement dated as of December 23, 1998 by and between Yuengling Beer Co., Inc and the Bank.
11. Landlords Waiver, Consent, Attornment and Non-Disturbance Agreement dated as of December 23, 1998 by and among D.G.Y. Real Estate Limited Partnership, Yuengling Beer Co., Inc. and the Bank.
12. Environmental Indemnity Agreement dated as of December 23, 1998, by and between Yuengling Beer Co., Inc. and the Bank.
13. Any and all other documents, instruments and agreements of the Borrower or any Borrower Affiliate executed and delivered prior to the date hereof to the Bank for the purpose of securing, guarantying or subordinating debt in favor of the obligations of the Borrower or any Borrower Affiliate to the Bank.