



MISC 2006089233



AUG 07 2006 10:58 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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2006089233

FIRST ADDENDUM TO DEED OF TRUST

THIS FIRST ADDENDUM TO DEED OF TRUST (the "Addendum"), dated as of this 1st day of August, 2006, is made and executed between Bremcon NE, LLC., a Minnesota limited liability company having an address of 1038 Centerville Cir, Vadnaïs Heights, MN 55127, (hereinafter the "Bremcon NE"), and Great Western Bank, a banking corporation chartered under the laws of the State of South Dakota and having the address of 200 East 10th Street, Sioux Falls, South Dakota 57104 (hereinafter "Lender").

RECITALS

WHEREAS, Bremcon Inc, a Minnesota corporation ("Bremcon"), and Lender are parties to those certain Business Loan Agreements, dated as of November 1, 2005 (designated as Loan Numbers 4304626601/02, respectively, L) (collectively, the "Loan Agreements") pursuant to which Lender has agreed to extend credit and other financial accommodations to Bremcon in a maximum principal amount of Four Million Six Hundred Five Thousand Dollars and 00/100*** (\$4,605,000.00) as evidenced by those certain Promissory Notes, of even date therewith, executed by Bremcon in a total original principal amount of Four Million Six Hundred Five Thousand Dollars and 00/100*** Dollars (\$4,605,000.00) and designated as Promissory Notes 4304626601/02, respectively (collectively, the "Promissory Notes");

WHEREAS, in order to partially secure the repayment of all amounts owed and the full performance of all of the obligations required of Bremcon pursuant to the Business Loan Agreements and Promissory Notes, Bremcon granted Lender a mortgage security interest in the following described parcel of real property:

Lot One (1) Maple Creek Subdivision, Douglas County, Nebraska;
which real property has since been replatted and is now known as:

LOTS ONE (1) AND TWO (2), MAPLE CREEK REPLAT, A
SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

(the "Property") pursuant to a Deed of Trust agreement, dated as of November 1, 2005 (the "Deed of Trust"), executed by Bremcon in favor of Lender, which Deed of Trust was duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska at 14:19:16.92 on November 3, 2005 on Page 2005139374 of Mortgages;

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WHEREAS, Bremcon has transferred ownership of the Property to Bremcon NE, LLC subject to the security interests of Lender as evidenced by the Deed of Trust, and Bremcon NE has taken ownership of the Property subject to the security interests of Lender as evidenced by the Deed of Trust;

WHEREAS, in order to induce Lender to consent to the transfer of ownership of the Property by Bremcon to Bremcon NE, Bremcon NE has executed and delivered those certain Assignment and Assumption Agreements of even date herewith, wherein, among other things, Bremcon NE agreed to accept, assume, satisfy when due, and fully perform all of the duties and obligations of Bremcon owed to Lender pursuant to the Loan Agreements, the Promissory Notes, the Deed of Trust, and certain other ancillary and related documents identified therein (the "Assignments");

WHEREAS, in order to further induce Lender to consent to the transfer of ownership of the Property by Bremcon to Bremcon NE and to provide security for the performance of the obligations owed under the Loan Agreements, Promissory Notes, Deed of Trust and Assignments, Bremcon NE desires to execute this Addendum evidencing its acknowledgement that the Property is subject to the security interests evidenced by the Deed of Trust and the assent of Bremcon NE to the terms and conditions of the Deed of Trust.

NOW THEREFORE, in consideration of the mutual representations, warranties, and covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Bremcon NE acknowledges and agrees that it has taken ownership of the Property subject to the security interests of Lender, as evidenced by the Deed of Trust and other related security documents. Bremcon NE further acknowledges and agrees that the performance of its duties and obligations owed under the Loan Agreements and Promissory Notes assumed pursuant to the Assignments are secured by the Deed of Trust and that as the successor in interest to the real property encumbered by the Deed of Trust, Bremcon NE shall be fully bound by each and every provision set forth in the Deed of Trust. In the event of a breach or condition of default under the Loan Agreements, Promissory Notes, Deed of Trust, or Assignments attributable to Bremcon NE, Lender shall be entitled to all of the rights and remedies set forth in the Deed of Trust and which are otherwise available in law or in equity to a secured party under a Deed of trust or creditors, generally.

2. The terms and conditions of the Deed of Trust shall be amended such that the definition of "Grantor" included in the Deed of Trust reads as follows:

Grantor. The word "Grantor" means Bremcon NE LLC, a Minnesota limited liability company.

3. All other terms and conditions of the Deed of Trust shall remain in full force and effect, except as specifically amended herein.

BKG ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS FIRST
ADDENDUM TO DEED OF TRUST, AND BREMCON NE AGREES TO ITS TERMS.

GRANTOR:

Bremcon NE, LLC

David Ficek
David Ficek, Chief Manager

Bryan S Breems
Bryan S Breems, Secretary

STATE OF ^{MN.} SOUTH DAKOTA)
COUNTY OF ^{Ramsey} ~~MINNEHAHA~~ : SS)

On this, the 1st day of August, 2006, before me, the undersigned officer, personally
appeared David Ficek and Bryan S Breems, who acknowledged themselves to be a Officers of
Bremcon NE, LLC, a Minnesota limited liability company, and that they, as Officers of the
Company, being so authorized to do, did execute the foregoing instrument on behalf of Bremcon
NE, LLC by signing the name of the Company themselves as a Officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Larry Neilson
Notary Public, ~~South Dakota~~ ^{MN.}
My Commission Expires: _____

(SEAL)

