



MISC 2012070137



JUL 19 2012 08:26 P 2

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FEL 14.50 FB 47-38220^m
 BKP _____ C/O _____ COMP AA
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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 7/19/2012 08:26:45.11



2012070137

WHEN RECORDED MAIL TO:

First National Bank of Omaha
 Branch #001
 1620 Dodge Street SC 4250
 Omaha, NE 68197

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST



#####580807132012

THIS MODIFICATION OF DEED OF TRUST dated July 13, 2012, is made and executed between Building Energy Solutions & Technology, Inc dba Bes-Tech Inc., whose address is 4640 S. 59th Cir., Omaha, NE 68117 ("Trustor") and First National Bank of Omaha, whose address is Branch #001, 1620 Dodge Street, Omaha, NE 68197 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated October 21, 2011 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded on October 24, 2011, at Instrument No. 2011090148 with the Douglas County Register of Deeds Office.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Douglas County, State of Nebraska:

All of Lots 9, 10, 11, 12 and the South 12 feet of Lot 13, Tex 1st Addition to the City of Omaha, Douglas County, Nebraska; along with that part of vacated 59th Street adjacent on the East of said lots; and that part of Lots 5, 6 and 7, Tex 1st Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Referring to the Northwest corner of said Lot 5, Tex 1st Addition; thence Easterly along the North line of said Lot 5, a distance of 12.00 feet to the Point of Beginning; thence Easterly deflecting 00°00'00", a distance of 113.00 feet along said line to the Northeast corner of said lot; thence Southerly deflecting 90°00'00" right a distance of 231.00 feet along the East line of said Lots 5, 6 and 7; thence Northwesterly deflecting 131°11'09" right, a distance of 116.93 feet; thence Northerly deflecting 29°45'23" right, a distance of 23.28 feet; thence Northerly deflecting 11°34'49" right a distance of 32.27 feet; thence Northerly deflecting 00°02'32" left, a distance of 100.87 feet to the Point of Beginning. And that part of Lot 8, Tex 1st Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at Northeast corner of said Lot 8; thence Southerly on the East line of said Lot 8, a distance of 18.00 feet; thence Northwesterly a distance of 101.60 feet to the Northwest corner of said Lot 8; thence Easterly along the North line of said Lot 8, a distance of 100.00 feet to the Point of Beginning; along with one-half of vacated 59th Street adjacent on the East

The Real Property or its address is commonly known as 4640 S. 59th Cir., Omaha, NE 68117.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

Reduce Maximum Lien Amount from \$675,000.00 to \$375,000.00 .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Trustor hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND

FNB07

Cashier's CK 1864138

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 13, 2012.

TRUSTOR:

BUILDING ENERGY SOLUTIONS & TECHNOLOGY, INC

By: [Signature]
Mingsheng Liu, President of Building Energy Solutions & Technology, Inc

LENDER:

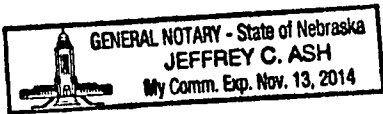
FIRST NATIONAL BANK OF OMAHA

X [Signature]
Jeffrey C. Ash, Business Banker

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of July, 2012, before me, the undersigned Notary Public, personally appeared Mingsheng Liu, President of Building Energy Solutions & Technology, Inc, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

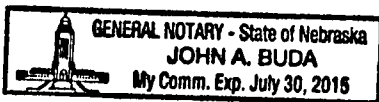


By: [Signature]
Notary Public in and for the State of Nebraska
Residing at Omaha, NE
My commission expires Nov. 13, 2014

LENDER ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF Douglas)

On this 13th day of July, 2012, before me, the undersigned Notary Public, personally appeared Jeffrey C. Ash, and known to me to be the Business Banker, authorized agent for First National Bank of Omaha that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First National Bank of Omaha, duly authorized by First National Bank of Omaha through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First National Bank of Omaha.



By: [Signature]
Notary Public in and for the State of NE
Residing at Douglas
My commission expires 7/30/2015