



MISC 2014013787



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/24/2014 11:35:48.00



2014013787

WHEN RECORDED MAIL TO:

First National Bank of Omaha
114th and Dodge
11404 W Dodge RD
Omaha, NE 68154

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST



#####580802122014

THIS MODIFICATION OF DEED OF TRUST dated February 12, 2014, is made and executed between Building Energy Solutions & Technology, Inc., dba Bes-Tech Inc., whose address is 4640 S. 59th St., Omaha, NE 68117 ("Trustor") and First National Bank of Omaha, whose address is 114th and Dodge, 11404 W Dodge RD, Omaha, NE 68154 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated October 20, 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 and Modification recorded July 19, 2012, at Instrument No. 2012070137 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 1 st 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 1 st Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Referring to the Northwest corner of said Lot 5, Tex 1 st 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 1 st 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 St, Omaha, NE 68117.

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

Increase Maximum Lien Amount from \$375,000.00 to \$750,000.00.

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.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 12, 2014.

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR:

BUILDING ENERGY SOLUTIONS & TECHNOLOGY, INC.

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

LENDER:

FIRST NATIONAL BANK OF OMAHA

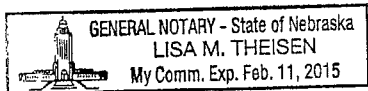
X [Signature]
Nate Johns, Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF Douglas)

On this 12th day of February, 20 14, 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]
Printed Name: LISA M. THEISEN
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires 2/11/15



LENDER ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF Douglas)

On this 12th day of February, 20 14, before me, the undersigned Notary Public, personally appeared Nate Johns, and known to me to be the Vice President, 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]
Printed Name: LISA M. THEISEN
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires 2/11/15

