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CONTEX ENERGY CO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$47.00

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RPTT:

Recorded By: LLH

Book- 0463 Page- 0181

APN# \_\_\_\_\_

Recording Requested by:

Name Contex Energy Corp

Address 621 17th St. Suite 1020

City/State/Zip Denver, CO 80293-2501



0210663

Oil and Gas Lease

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

# OIL AND GAS LEASE

(9-1-2001/Cheyenne PAID-UP)

THIS LEASE AND AGREEMENT, made and entered into this the 17<sup>th</sup> day of July, 2007, by and between Wells Fargo Bank, N.A., formerly Bank of America NT&SA, Libbie R. Mahan, and Robert Anthoine, as remaining co-trustees of the Testamentary Trust created under the Will of Oscar Rudnick, deceased, whose Post Office address is PO Box 5383, Denver, CO 80217, hereinafter called "Lessor" (whether one or more), and Contex Energy Company, whose Post Office address is 621 17<sup>th</sup> St, Ste 1020, Denver, CO 80293, hereinafter called "Lessee,"

WITNESSETH;

1. That Lessor, in consideration of the cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the sole and only purpose of exploring, drilling and operating for and producing oil and gas and of laying pipelines, storing oil and building tanks, telephone lines, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder, hereinafter called the "leased premises" situated in Eureka County, State of Nevada more particularly described, to-wit:

TOWNSHIP 21 NORTH, RANGE 50 EAST, M.D.M.

Section 35: SENE, NESE  
Section 36: SWNW, NWSW

TOWNSHIP 23 NORTH, RANGE 51 EAST, M.D.M.

Section 2: W2 of Lot 11  
Section 13: N2SW  
Section 14: N2S2  
Section 24: SWNE, N2SW, SWSW  
Section 26: NWNE  
Section 27: NESE

TOWNSHIP 22 NORTH, RANGE 51 EAST, M.D.M.

Section 8: NWSE  
Section 19: Lot 3 (39.20), 4 (39.20), SESW  
Section 30: Lot 1 (39.16), 2 (39.09), 3 (39.01), 4 (38.94), NENW

TOWNSHIP 24 NORTH, RANGE 51 EAST, M.D.M.

Section 1: SWSW  
Section 2: E/2SE  
Section 11: NENE  
Section 12: W/2NW, SENW, E/2SW  
Section 13: W/2NW

and containing 1514.60 acres, more or less.

2. Subject to the other provisions hereof this lease shall be for a term of three (3) years from this date hereinafter called "Primary Term" and as long thereafter as oil and gas, or either of them is produced in paying quantities from said lands or lands with which said land is pooled hereunder and the royalties are paid as provided.

3. Lessee shall pay the following royalties subject to the following provisions:

- a) Lessee shall pay the Lessor 13% of the market value at the well of all oil and other liquid hydrocarbons recovered or separated and produced and saved from the leased premises.
- b) Lessee shall pay the Lessor 13% of the market value at the well for all gas (including all substances contained in such gas produced) from the leased premises and sold by Lessee or used off the leased premises including sulfur produced in conjunction therewith.
- c) Lessee shall pay royalty on all gas produced from a well on the leased premises or on lands pooled with the leased premises and sold or used off the leased premises regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding upon Lessee. Should gas be sold under a sales contract not binding on Lessor, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.
- d) While there is a well on the leased premises capable of producing gas in paying quantities but the production thereof is shut-in or suspended for any reason Lessee may pay as royalty on or before 90 days after the date on which (1) production from any such well is shut-in or suspended or (2) this lease is no longer maintained by compliance with other provisions hereof, whichever is the later date and thereafter at



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annual intervals a sum in the amount of \$5.00 per acre or a minimum of Fifty Dollars (\$50.00) whichever is the greater for each and every shut-in gas well, and if such payment is made or tendered in accordance with the terms hereof this lease shall not terminate but shall continue in full force, subject to the provisions of paragraph 15 and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease it being understood and agreed that such payment shall be in lieu of and excuse payment or tender of the annual delay rentals which will have otherwise accrued and become payable under the terms and provisions hereof and in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding five (5) year(s). Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should the shut-in period extend beyond the expiration of the primary term such shut-in provision will pertain only to the producing unit of such gas well as provided for in paragraph 15. Should such shut-in royalty payments not be made in a timely manner as provided in this paragraph, it will be considered for all purposes there is no production or no excuse for delayed production of gas from any such well or wells and unless there is then in effect other preservation provisions of this lease, this lease shall terminate at midnight on the last day provided for the payment of such shut-in royalties and Lessee shall thereupon furnish to Lessor a release of all its interest in and to this oil and gas lease insofar as that portion of the leased premises included in the producing unit assigned to such shut-in well.

- e) Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run free of cost to the Lessor through an adequate oil and gas separator of a conventional type or equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease.
- f) Lessee agrees that it will not enter into any contract of sale of production from this lease which shall extend more than two years from the effective date of such sales contract unless such contract has adequate provisions for re-determination of price at intervals of not less frequently than each year to assure that production from this lease is not being sold for less than the then current fair market value. Lessee its successor or assigns shall advise Lessor of the price and other pertinent terms under which gas from the leased premises shall be sold and Lessor shall within thirty (30) days of receiving such notice notify Lessee as to whether Lessee may sell Lessor's royalty share of gas under Lessee's sales contract or whether Lessor shall take and separately dispose of its royalty share of gas. In the event Lessor elects to take and separately dispose of its royalty share of gas, an appropriate gas balancing agreement shall be entered into between the parties.
- g) Within 60 days following the first sale of oil or gas produced from the leased premises, settlement shall be made by Lessee or by its agent for royalties due hereunder with respect to such oil or gas sold off the premises, and such royalties shall be paid monthly thereafter without the necessity of Lessor executing a division or transfer order. If said initial royalty payment is not so made under the terms hereof within thirty (30) days written notification of said default, this lease shall terminate as of 7 A.M. the first day of the month following the expiration of said thirty (30) day period. After said initial royalty payment with respect to oil or gas produced during any month if royalty is not paid hereunder and Lessee fails to tender said royalty payment upon thirty (30) days written notification, this lease shall terminate at midnight of such last day.
- h) Royalty payable hereunder shall be computed without any deduction or charge on account of any cost or expense of exploration, development, production, cleaning, dehydration, treatment, processing, extraction, compression, transportation or delivery, or any other deduction or charge whether of the same or a different character except that Lessor consents to the payment of taxes and assessments.

4. If actual drilling is not commenced on said leased premises, or on land pooled therewith, on or before thirty-six (36) months from the date of this lease, this lease shall then terminate. Lessee may at any time execute and deliver to Lessor, a release or releases covering any portion or portions of said land and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rental and shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee agrees that if at any time the aforesaid delay rental is not paid on or before the date on which same is required to be paid under the terms of this lease or if this lease terminates for any other reason, then in said event, Lessee shall promptly prepare, execute and record a release instrument covering the land leased hereunder and shall forward same to Lessor.

5. Lessee is hereby granted the right to pool or combine the leased premises, or any part or parts thereof, as to all strata or any stratum with any other land as to all strata or any stratum for the production of oil or gas. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion thereof into other or different units. Units pooled for oil hereunder shall not exceed forty (40) acres each, and units pooled for gas shall not exceed six hundred forty (640) acres each, provided that if any federal or state law, executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a

producing allowable based in whole or in part on acreage per well, then any such unit may consist of that minimum number of additional acres which will permit the allocation to such unit and the well thereon of the maximum producing allowable. To effect a unit or units Lessee shall file a written unit designation and surveyor's plat outlining any such unit and describing the participating tracts in the county conveyance records in which the premises are located. A copy of the unit designation must be furnished to Lessor within thirty (30) days after it is filed in the appropriate county records. Drilling or reworking operations and production on any part of the pooled acreage shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. For purpose of computing the royalties and other payments out of production to which the owners of such interest shall be entitled on production of oil and gas, or either of them, from any such pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this unit covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis, thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the pro rata portion of the oil and gas, or either of them produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production whether it be oil and gas, or either of them so allocated to the land covered by this lease and included in this unit just as though such production were from such land. In the event only a part of the land covered by this lease instrument is pooled or unitized with other lands, so as to form a pooled unit, or unit operations on or production from such unit will maintain this lease in force only as to the land included in such unit, this lease may be maintained in force as to any land covered hereby and not included in such unit in any manner provided for herein provided that if it be by rental payments, rental payments shall be reduced in proportion to the number of acres covered hereby and included in such unit.

6. If prior to discovery of oil or gas on said leased premises or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause this lease shall not terminate if Lessee commences reworking or actual drilling within ninety (90) days thereafter, or if it be within the primary term, commences or resumes the payment or tender of rentals or commences actual drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term oil or gas is not being produced on the leased premises or land pooled therewith and Lessee is then engaged in actual drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking is prosecuted with no cessation of more than ninety (90) consecutive days, and if such operations result in production, so long thereafter as oil or gas is produced in paying quantities from the leased premises or land pooled therewith. In the event a well or wells producing oil or gas should be drilled on adjacent land within six hundred (600) feet of the leased premises for an oil well or within twelve hundred (1,200) feet of the leased premises for a gas well, Lessee agrees to commence the drilling of an offset well within 120 days or release that portion of the leased premises that would be allocated to such well unit if oil or gas is discovered on the land covered by this lease, or on land pooled therewith. Lessee agrees to further develop said land covered by this lease as a reasonable prudent operator would under the same or similar circumstances.

7. Lessee shall have the use of oil, gas and water from said land except water from Lessor's wells, tanks, creeks, rivers, streams and springs for all operations hereunder provided that no surface water or underground fresh water will be used for waterflood or pressure maintenance purposes. Lessee must at any time within 180 days after the expiration of this lease, remove all property and fixtures placed by Lessee on said land including the right to draw and remove all casing, except as to water wells, in which Lessee shall have the right to remove all property and fixtures except casing and shall do nothing that will in any way damage said water well or prevent its future use by Lessor. Lessee will at Lessor's request remove the casing from and plug and abandon such water well at Lessee's sole expense. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth and no well shall be drilled within four hundred (400) feet of any residence or barn now on said land without Lessors consent.

8. In the event Lessor owns all or any part of the surface estate, Lessee will so conduct its operations hereunder as not to interfere unreasonably with Lessor or its assigns in the use of the surface of the lands covered by this lease provided that any use of the surface will require written consent of Lessor in advance, Lessor agrees that such consent will not be unreasonably withheld. Prior to any use of the surface, Lessee will present to Lessor a plat of the property showing the area proposed to be used and the type of use. Within thirty (30) days of the receipt of such notice Lessor will either deliver written consent or propose a reasonable alternative area for such use. Lessee will provide at Lessee's expense all protective measures to prevent any loss or damage to the property of Lessor on account of any operations by Lessee. Lessee will pay for all damages to the surface or crops or improvements of the leased lands or suffered by any tenant of Lessor and caused by or arising out of operations under this lease. Pits and excavations made during drilling operations or otherwise will be filled by Lessee and the surface restored as nearly



as reasonably possible to its original condition and if Lessee shall fail to do so the cost to Lessor of such filling and restoration shall be paid by Lessee.

9. No assignment of this lease or interest herein may be made without written approval of the Lessor which consent shall not be unreasonably withheld. Subject to the preceding condition the provisions hereof shall extend to the heirs, executors, administrators, successor and assigns of Lessor and Lessee but no change of division in ownership of the leased premises or royalties, however, accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments or certified copies thereof evidencing such change or division.

10. Performance of covenants and conditions imposed upon Lessee hereunder shall be excused while, and to the extent that, Lessee is hindered in or prevented from complying therewith, in whole or in part, by war, riots, strikes, lockouts, action of the elements, accidents, inability to obtain materials in the open market or to obtain transportation therefor, laws, rules, and regulations of any federal, state, municipal or other governmental agency or any other cause beyond the control of the Lessee, whether similar or dissimilar to those herein specifically enumerated and without regard to whether such cause exists at the date hereof or hereafter arises; provided, however, that Lessee shall provide written notice to Lessor of any claim of suspension or excuse of Lessee's obligations under this Paragraph 10, specifying with particularity the act, event, or condition giving rise to such claim of suspension or excuse and specifying the date on which such act, event, or condition arose. The obligations of Lessee under this Lease shall not be suspended or excused pursuant to this Paragraph 10 unless and until such written notice to Lessor is given and shall not be suspended or excused by any act, event, or condition as to which Lessor has not been so notified. Lessee shall diligently pursue the removal or lifting of such act, event, or condition in such manner as may reasonably be practicable throughout the course of its existence. Lessee's obligations hereunder shall not be suspended or excused by reason of failure to obtain a permit for the drilling of a well.

11. If Lessor owns an interest in said land less than the entire and undivided fee simple estate therein, then the royalties and shut-in herein provided shall be paid the Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate therein.

12. Lessee at its option, thirty (30) days after giving written notice to Lessor, may discharge any tax lien upon the interest herein leased and in the event Lessee does so Lessee shall have the right to apply shut-in and royalties accruing hereunder to reimburse such payment.

13. In the event this lease expires for any reason as to all or any portion of the land described in this lease, Lessee shall furnish Lessor promptly with a written, recorded release instrument covering all of the land as to which this lease has so expired.

14. Lessee shall advise Lessor in writing as to the location of each well drilled upon the premises or on land pooled therewith, on or before seven (7) days after commencement of operations and shall advise Lessor in writing as to the date of completion or abandonment of each well drilled within thirty (30) days after such completion or abandonment.

15. If at the end of the Primary Term this lease is still in force this lease shall expire as to all that part of said land (as hereinafter described) on which there is not a producing oil or gas well or on which Lessee is not then drilling or reworking a well. At the end of the Primary Term Lessee shall select and designate a producing unit around and include each producing oil or gas well or drilling or reworking well, the area of such unit to be limited to and conform with the minimum area provided or established directly or indirectly in the applicable rules and regulations of the appropriate governing body of the state in which the subject acreage is located with reference to the spacing of wells or the size of producing units. As to each producing unit so designated, this lease shall continue in force so long as oil or gas is produced in paying quantities therefrom or so long as drilling or reworking operations are prosecuted thereon as provided in paragraph 6 and shall be limited in depth from the surface down to and including fifty (50) feet below the base of the deepest producing formation and Lessee shall execute a release of this lease as to the balance of the land covered hereby as well as formations at depths below the respective producing units in the absence of field rules promulgated by the appropriate governing body of the state in which such acreage is located. The term producing unit as used herein means the following number of acres depending on the depth, absent a spacing order issued by the applicable state agency, to which the well has been drilled and whether the well is an oil or gas well: A. 40 acres for an oil well completed at any depth plus a tolerance of 10% thereof. B. (I) 80 acres for a gas well completed at a depth of less than 2000 feet subsurface plus a tolerance of 10% thereof. (II) 160 acres for a gas well completed at a depth of 2001 feet subsurface to 6000 feet subsurface plus a tolerance of 10% thereof. (III) 320 acres for a gas well completed at a depth of 6001 feet subsurface to 9000 feet subsurface plus a tolerance of 10% thereof. (IV) 640 acres for a gas well completed at a depth greater than 9001 feet subsurface plus a tolerance of 10% thereof. If a portion of Lessee's rights terminate as provided in this paragraph 15 then Lessee shall designate in writing the acreage it is allowed to retain around each oil well and each gas well and such written designation shall be filed for record in the county in which such acreage is located. The provisions of this paragraph 15 shall not have the effect of relieving Lessee of its

obligations to develop the lease with reasonable diligence after oil or gas is first discovered in paying quantities.

16. If Lessor files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceeding including reasonable attorney's fees.

17. Lessee shall conduct its operations in compliance with all applicable rules and regulations of any regulatory body having jurisdiction on such operations.

18. Lessee represents that it is not an officer, director or employee of Wells Fargo Bank, N. A. or any of its affiliates and or subsidiaries, nor is Lessee acting on behalf of any such officer, director or employee.

19. Wells Fargo Bank, N. A. which executes this Lease in its fiduciary capacity as Trustee and not in its corporate capacity makes no warranties or representations of title either express or implied, and any liability asserted against the Trustee due to its execution of this Lease shall be satisfied solely from assets held by them as Trustee at the time of such assertion.

20. Lessee shall maintain at all times a performance bond in compliance with all applicable Federal, State and local laws and regulations.

21. Notwithstanding anything contained herein to the contrary, Lessee hereby agrees to indemnify and hold harmless Lessor, its directors, officers, employees, agents, successors and assigns against and from any and all expenses, damages, losses, or claims, including attorney's fees, arising directly or indirectly out of or attributable to the operations of Lessee, its subcontractors, agents, successors or assigns on the leased premises or lands pooled or unitized therewith, including but not limited to any soil or ground water contamination on or under the leased premises or the storage, release, or disposal of wastes of any kind on the leased land, including without limitation costs of clean-up, civil penalties assessed for any such contamination, disposal or other remedial or preventative action. This obligation to indemnify and hold Lessor harmless shall survive the termination or expiration of this lease.

22. This Lease may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

EXECUTED on the date first above written.

LESSOR(S):  
Wells Fargo Bank, N.A., Libbie R.  
Mahan, Robert Anthoine, as Co-Trustees  
of the Oscar Rudnick Testamentary Trust

By: Randall D. Howard, Assistant V.P.  
Wells Fargo Bank

By: Libbie R. Mahan, Co-Trustee

By: Robert Anthoine, Co-Trustee

State of Colorado )  
City and County of Denver )

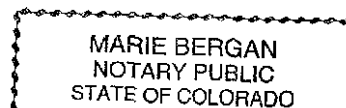
LESSEE(S):  
CONTEX ENERGY COMPANY

By: Gary Butler, President

On this the 17<sup>th</sup> day of July, 2007, before me personally appeared Randall D. Howard, Assistant Vice President, of Wells Fargo Bank, N. A., who is known to me to be the person whose name is subscribed to the foregoing instrument in the capacity stated, and acknowledged before me he executed the same for the purposes and consideration therein expressed on behalf of Wells Fargo Bank, N. A. by authority of its Board of Directors.

WITNESS my hand and seal this the 17<sup>th</sup> day of July, 2007.

My commission expires: 7-15-2009



My Commission Expires 07/15/2009

Notary Public: Marie Bergan  
Address: 1700 Lincoln St, 7th Floor  
Denver, Colorado 80203

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STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF KERN         )

On July 11, 2007 before me, Diane Ruff, the undersigned Notary Public, personally appeared Libbie R. Mahan, Co-Trustee, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Diane Ruff

Notary Public in and for said State



0210663

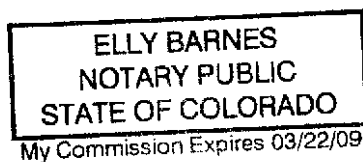
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STATE OF COLORADO  
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 19th day of September, 2007.

My Commission Expires: March 22, 2009



*Elly Barnes*  
Notary Public: Elly Barnes  
Address: 11412 W. Prentice Drive  
Littleton, CO 80127



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obligations to develop the lease with reasonable diligence after oil or gas is first discovered in paying quantities.

16. If Lessor files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceeding including reasonable attorney's fees.

17. Lessee shall conduct its operations in compliance with all applicable rules and regulations of any regulatory body having jurisdiction on such operations.

18. Lessee represents that it is not an officer, director or employee of Wells Fargo Bank, N. A. or any of its affiliates and or subsidiaries, nor is Lessee acting on behalf of any such officer, director or employee.

19. Wells Fargo Bank, N. A. which executes this Lease in its fiduciary capacity as Trustee and not in its corporate capacity makes no warranties or representations of title either express or implied, and any liability asserted against the Trustee due to its execution of this Lease shall be satisfied solely from assets held by them as Trustee at the time of such assertion.

20. Lessee shall maintain at all times a performance bond in compliance with all applicable Federal, State and local laws and regulations.

21. Notwithstanding anything contained herein to the contrary, Lessee hereby agrees to indemnify and hold harmless Lessor, its directors, officers, employees, agents, successors and assigns against and from any and all expenses, damages, losses, or claims, including attorney's fees, arising directly or indirectly out of or attributable to the operations of Lessee, its subcontractors, agents, successors or assigns on the leased premises or lands pooled or unitized therewith, including but not limited to any soil or ground water contamination on or under the leased premises or the storage, release, or disposal of wastes of any kind on the leased land, including without limitation costs of clean-up, civil penalties assessed for any such contamination, disposal or other remedial or preventative action. This obligation to indemnify and hold Lessor harmless shall survive the termination or expiration of this lease.

22. This Lease may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

EXECUTED on the date first above written:

LESSOR(S):  
Wells Fargo Bank, N.A., Libbie R.  
Mahan, Robert Anthoine, as Co-Trustees  
of the Oscar Rudnick Testamentary Trust

LESSEE(S):

By: Randall D. Howard, Assistant V.P.  
Wells Fargo Bank

By: \_\_\_\_\_

By: Libbie R. Mahan, Co-Trustee

  
By: Robert Anthoine, Co-Trustee

State of Colorado )

City and County of Denver )

On this the \_\_\_\_ day of \_\_\_\_, 2007, before me personally appeared Randall D. Howard, Assistant Vice President, of Wells Fargo Bank, N. A., who is known to me to be the person whose name is subscribed to the foregoing instrument in the capacity stated, and acknowledged before me he executed the same for the purposes and consideration therein expressed on behalf of Wells Fargo Bank, N. A. by authority of its Board of Directors.

WITNESS my hand and seal this the \_\_\_\_ day of \_\_\_\_, 2007.

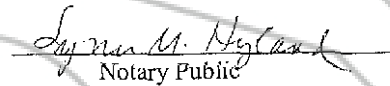
My commission expires:

Notary Public: Marie Bergan  
Address: 1700 Lincoln St, 7th Floor  
Denver, Colorado 80203

State of New York     )  
                                      )  
County of New York    )

On the 3rd day of July, 2007, before me personally appeared Robert Anthoine, who is known to me to be the person whose name is subscribed to the foregoing instrument in the capacity stated and acknowledged before me he executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal the 3rd day of July, 2007.

  
Notary Public

LYNN M. HYLAND  
Notary Public, State of New York  
No. 31-4805330  
Qualified in New York County  
Commission Expires Oct. 31, 20 10