
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): September 1, 2006

NATURAL GAS SERVICES GROUP, INC.

(Exact Name of Registrant as Specified in Its Charter)

Colorado
(State or other jurisdiction
of Incorporation or organization)

1-31398
(Commission File
Number)

75-2811855
(IRS Employer
Identification No.)

2911 South County Road 1260 Midland, Texas
(Address of Principal Executive Offices)

79706
(Zip Code)

432-563-3974
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On September 1, 2006, Natural Gas Services Group, Inc., as borrower, and Western National Bank, as lender, entered into modification agreements (collectively, the "Modification Agreements"), modifying the following promissory notes (collectively, the "Notes"), each of which evidence a loan facility made available to Natural Gas under the previously reported Sixth Amended and Restated Loan Agreement dated January 3, 2006 (the "Loan Agreement"), between Natural Gas and Western National Bank:

(1) Revolving Line of Credit Promissory Note dated January 3, 2006, in the original principal amount of \$10,000,000.00, as modified by a Modification Agreement dated effective as of March 24, 2006, executed by Natural Gas in favor of Western National Bank (the "Revolving Line of Credit Promissory Note");

(2) Term Promissory Note dated January 3, 2005, in the original principal amount of \$8,000,000.00, as modified by a Modification Agreement dated May 1, 2005, and as further modified by a Second Modification Agreement dated effective as of March 24, 2006, executed by Natural Gas in favor of Western National Bank (as so modified, the "\$8,000,000.00 Term Promissory Note");

(3) Multiple Advance Term Promissory Note dated March 14, 2005, in the original principal amount of \$10,000,000.00, as modified by a Modification Agreement dated May 1, 2005, and as further modified by a Second Modification Agreement dated effective as of March 24, 2006, executed by Natural Gas in favor of Western National Bank (as so modified, the "10,000,000.00 Multiple Advance Term Promissory Note"); and

(4) Advancing Line of Credit Promissory Note dated November 3, 2003, in the original principal amount of \$10,000,000.00, as modified by a Modification Agreement dated December 15, 2004, a Second Modification Agreement dated May 1, 2005, and as further modified by a Third Modification Agreement dated effective as of March 24, 2006, executed by Natural Gas in favor of Western National Bank (as so modified, the "\$10,000,000.00 Advancing Line of Credit Promissory Note").

The Modification Agreements entered into by Natural Gas and Western National Bank included the following:

(1) Second Modification Agreement dated effective as of August 28, 2006, modifying the Revolving Line of Credit Promissory Note;

(2) Third Modification Agreement dated effective as of August 28, 2006, modifying the \$8,000,000.00 Term Promissory Note;

(3) Third Modification Agreement dated effective as of August 28, 2006, modifying the \$10,000,000.00 Multiple Advance Term Promissory Note; and

(4) Fourth Modification Agreement dated effective as of August 28, 2006, modifying the \$10,000,000.00 Advancing Line of Credit Promissory Note.

Under the Modification Agreements, the annual rate at which each Note bears interest was reduced from a variable rate equal to the "prime rate" as published in the Money Rates section of The Wall Street Journal, to a fixed rate of seven and one-half percent (7.50%).

The remaining terms and provisions of the Loan Agreement and the Notes remain in full force and effect.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

| Exhibit No. | Description |
|-------------|---|
| *10.1 | Second Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |
| *10.2 | Third Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |
| *10.3 | Third Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |
| *10.4 | Fourth Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NATURAL GAS SERVICES GROUP, INC.

By: /s/ Stephen C. Taylor

Stephen C. Taylor, President and CEO

Dated: September 8, 2006

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| *10.1 | Second Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |
| *10.2 | Third Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |
| *10.3 | Third Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |
| *10.4 | Fourth Modification Agreement dated effective as of August 28, 2006, by and between Natural Gas Services Group, Inc. and Western National Bank. |

* Filed herewith

SECOND MODIFICATION AGREEMENT

This Second Modification Agreement ("Second Modification Agreement") is effective as of August 28, 2006. The parties to the Second Modification Agreement are Natural Gas Services Group, Inc. ("Borrower") and Western National Bank ("Lender").

RECITALS

On January 3, 2006, Borrower executed and delivered to Lender that certain Revolving Line of Credit Promissory Note in the original principal sum of \$10,000,000.00, bearing interest at the rate stated therein, with a stated final maturity date of December 1, 2006, as modified in Modification Agreement dated March 24, 2006 (the "Note"). The Note was made pursuant to that certain Sixth Amended and Restated Loan Agreement dated January 3, 2006 (the "Loan Agreement"). All liens, security interests and assignments securing the Note are collectively called the "Liens". Terms defined in the Note or the Loan Agreement and not otherwise defined herein shall have the same meanings here as in those documents.

At Borrower's request, Borrower and Lender have agreed to enter into this Second Modification Agreement to modify the interest provisions of the Note and to ratify the Liens.

AGREEMENT

1. Modification of Interest Provisions of the Note. In lieu of the following provisions which were contained in the first paragraph of the Note:

"...at a rate per annum which shall from day to day be equal to the lesser of (a) a rate per annum (the "Established Rate") equal to the Prime Rate in effect from day to day, or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

such provisions of the Note are changed to read in their entirety as follows:

"...at a rate per annum which shall be equal to the lesser of (a) seven and one-half percent (7.50%) (the "Established Rate"), or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

2. Ratification of Liens. Borrower and Lender further agree that all Liens securing the Note shall continue and carry forward until the Note and all indebtedness evidenced thereby is paid in full. Borrower further agrees that such liens are hereby ratified and affirmed as valid and subsisting against the collateral described therein, and that this Second Modification Agreement shall in no manner vitiate, affect or impair the Note or the Liens (except as expressly modified in this Second Modification Agreement) and that such Liens shall not in any manner be waived, released, altered or modified.

3. Miscellaneous.

- (a) As modified hereby, the provisions of the Note and the Liens shall continue in full force and effect, and Borrower acknowledges and affirms its liability to Lender thereunder. In the event of an inconsistency between this Second Modification Agreement and the terms of the Note or of the Liens, this Second Modification Agreement shall govern.
- (b) Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Second Modification Agreement.
- (c) Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and the Liens and shall allow Lender to exercise any or all of its remedies set forth in such Note and Liens or at law or in equity.
- (d) Lender does not, by its execution of this Second Modification Agreement, waive any rights it may have against any person not a party hereto.
- (e) All terms, provisions, covenants, agreements, and conditions of the Note and the Liens are unchanged, except as provided herein. Borrower agrees that this Second Modification Agreement and all of the covenants and agreements contained herein shall be binding upon Borrower and shall inure to the benefit of Lender and each of their respective heirs, executors, legal representatives, successors, and permitted assigns.

THIS SECOND MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Borrower:

Natural Gas Services Group, Inc.

By: /s/ Stephen C. Taylor
Stephen C. Taylor, President

Lender:

Western National Bank

By: /s/ Scott A. Lovett
Scott A. Lovett, Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 1, 2006, by Stephen C. Taylor, President of Natural Gas Services Group, Inc., a Colorado corporation, on behalf of said corporation.

/s/ Lisa D. Taylor
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 1, 2006, by Scott A. Lovett, Executive Vice President of Western National Bank, a national banking association, on behalf of said association.

/s/ Lisa D. Taylor
Notary Public, State of Texas

THIRD MODIFICATION AGREEMENT

This Third Modification Agreement ("Third Modification Agreement") is effective as of August 28, 2006. The parties to the Third Modification Agreement are Natural Gas Services Group, Inc. ("Borrower") and Western National Bank ("Lender").

RECITALS

On January 3, 2005, Borrower executed and delivered to Lender that certain Term Promissory Note in the original principal sum of \$8,000,000.00, bearing interest at the rate stated therein, with a stated final maturity date of January 1, 2012, as modified in Modification Agreement dated May 1, 2005, and further modified in Second Modification Agreement dated March 24, 2006 (the "Note"). The Note was made pursuant to that certain Third Amended and Restated Loan Agreement dated January 3, 2005, as amended and restated in that certain Fourth Amended and Restated Loan Agreement dated March 14, 2005, as modified in First Modification to Fourth Amended and Restated Loan Agreement dated May 1, 2005, and further amended and restated in Fifth Amended and Restated Loan Agreement dated September 26, 2005, and further amended and restated in Sixth Amended and Restated Loan Agreement dated January 3, 2006 (the "Loan Agreement"). All liens, security interests and assignments securing the Note are collectively called the "Liens". Terms defined in the Note or the Loan Agreement and not otherwise defined herein shall have the same meanings here as in those documents.

At Borrower's request, Borrower and Lender have agreed to enter into this Third Modification Agreement to modify the interest provisions of the Note and to ratify the Liens.

AGREEMENT

1. **Modification of Interest Provisions of the Note.** In lieu of the following provisions which were contained in the first paragraph of the Note:

"...at a rate per annum which shall from day to day be equal to the lesser of (a) a rate per annum (the "Established Rate") equal to the Prime Rate in effect from day to day, or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

such provisions of the Note are changed to read in their entirety as follows:

"...at a rate per annum which shall be equal to the lesser of (a) seven and one-half percent (7.50%) (the "Established Rate"), or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

2. **Ratification of Liens.** Borrower and Lender further agree that all Liens securing the Note shall continue and carry forward until the Note and all indebtedness evidenced thereby is paid in full. Borrower further agrees that such liens are hereby ratified and affirmed as valid and subsisting against the collateral described therein, and that this

Third Modification Agreement shall in no manner vitiate, affect or impair the Note or the Liens (except as expressly modified in this Third Modification Agreement) and that such Liens shall not in any manner be waived, released, altered or modified.

3. Miscellaneous.

- (a) As modified hereby, the provisions of the Note and the Liens shall continue in full force and effect, and Borrower acknowledges and affirms its liability to Lender thereunder. In the event of an inconsistency between this Third Modification Agreement and the terms of the Note or of the Liens, this Third Modification Agreement shall govern.
- (b) Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Third Modification Agreement.
- (c) Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and the Liens and shall allow Lender to exercise any or all of its remedies set forth in such Note and Liens or at law or in equity.
- (d) Lender does not, by its execution of this Third Modification Agreement, waive any rights it may have against any person not a party hereto.
- (e) All terms, provisions, covenants, agreements, and conditions of the Note and the Liens are unchanged, except as provided herein. Borrower agrees that this Third Modification Agreement and all of the covenants and agreements contained herein shall be binding upon Borrower and shall inure to the benefit of Lender and each of their respective heirs, executors, legal representatives, successors, and permitted assigns.

THIS THIRD MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Borrower:

Natural Gas Services Group, Inc.

By: /s/ Stephen C. Taylor
Stephen C. Taylor, President

Lender:

Western National Bank

By: /s/ Scott A. Lovett
Scott A. Lovett, Executive Vice President

STATE OF TEXAS §
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COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 1, 2006, by Stephen C. Taylor, President of Natural Gas Services Group, Inc., a Colorado corporation, on behalf of said corporation.

/s/ Lisa D. Taylor
Notary Public, State of Texas

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This instrument was acknowledged before me on September 1, 2006, by Scott A. Lovett, Executive Vice President of Western National Bank, a national banking association, on behalf of said association.

/s/ Lisa D. Taylor
Notary Public, State of Texas

THIRD MODIFICATION AGREEMENT

This Third Modification Agreement ("Third Modification Agreement") is effective as of August 28, 2006. The parties to the Third Modification Agreement are Natural Gas Services Group, Inc. ("Borrower") and Western National Bank ("Lender").

RECITALS

On March 14, 2005, Borrower executed and delivered to Lender that certain Multiple Advance Term Promissory Note in the original principal sum of \$10,000,000.00, bearing interest at the rate stated therein, with a stated final maturity date of April 1, 2011, as modified in Modification Agreement dated May 1, 2005, and further modified in Second Modification Agreement dated March 24, 2006 (the "Note"). The Note was made pursuant to that certain Fourth Amended and Restated Loan Agreement dated March 14, 2005, as modified in that certain First Modification to Fourth Amended and Restated Loan Agreement dated May 1, 2005; and further amended and restated in that certain Fifth Amended and Restated Loan Agreement dated September 26, 2005; and further amended and restated in that certain Sixth amended and Restated Loan Agreement dated January 3, 2006 (the "Loan Agreement"). All liens, security interests and assignments securing the Note are collectively called the "Liens". Terms defined in the Note or the Loan Agreement and not otherwise defined herein shall have the same meanings here as in those documents.

At Borrower's request, Borrower and Lender have agreed to enter into this Third Modification Agreement to modify the interest provisions of the Note and to ratify the Liens.

AGREEMENT

1. Modification of Interest Provisions of the Note. In lieu of the following provisions which were contained in the first paragraph of the Note:

"...at a rate per annum which shall from day to day be equal to the lesser of (a) a rate per annum (the "Established Rate") equal to the Prime Rate in effect from day to day, or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

such provisions of the Note are changed to read in their entirety as follows:

"...at a rate per annum which shall be equal to the lesser of (a) seven and one-half percent (7.50%) (the "Established Rate"), or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

2. Ratification of Liens. Borrower and Lender further agree that all Liens securing the Note shall continue and carry forward until the Note and all indebtedness evidenced thereby is paid in full. Borrower further agrees that such liens are hereby ratified and affirmed as valid and subsisting against the collateral described therein, and that this Third Modification Agreement shall in no manner vitiate, affect or impair the Note or the Liens

(except as expressly modified in this Third Modification Agreement) and that such Liens shall not in any manner be waived, released, altered or modified.

3. **Miscellaneous.**

- (a) As modified hereby, the provisions of the Note and the Liens shall continue in full force and effect, and Borrower acknowledges and affirms its liability to Lender thereunder. In the event of an inconsistency between this Third Modification Agreement and the terms of the Note or of the Liens, this Third Modification Agreement shall govern.
- (b) Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Third Modification Agreement.
- (c) Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and the Liens and shall allow Lender to exercise any or all of its remedies set forth in such Note and Liens or at law or in equity.
- (d) Lender does not, by its execution of this Third Modification Agreement, waive any rights it may have against any person not a party hereto.
- (e) All terms, provisions, covenants, agreements, and conditions of the Note and the Liens are unchanged, except as provided herein. Borrower agrees that this Third Modification Agreement and all of the covenants and agreements contained herein shall be binding upon Borrower and shall inure to the benefit of Lender and each of their respective heirs, executors, legal representatives, successors, and permitted assigns.

THIS THIRD MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Borrower:

Natural Gas Services Group, Inc.

By: /s/ Stephen C. Taylor
Stephen C. Taylor, President

Lender:

Western National Bank

By: /s/ Scott A. Lovett
Scott A. Lovett, Executive Vice President

STATE OF TEXAS §
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This instrument was acknowledged before me on September 1, 2006, by Stephen C. Taylor, President of Natural Gas Services Group, Inc., a Colorado corporation, on behalf of said corporation.

 /s/ Lisa D. Taylor
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 1, 2006, by Scott A. Lovett, Executive Vice President of Western National Bank, a national banking association, on behalf of said association.

 /s/ Lisa D. Taylor
Notary Public, State of Texas

FOURTH MODIFICATION AGREEMENT

This Fourth Modification Agreement ("Fourth Modification Agreement") is effective as of August 28, 2006. The parties to the Fourth Modification Agreement are Natural Gas Services Group, Inc. ("Borrower") and Western National Bank ("Lender").

RECITALS

On November 3, 2003, Borrower executed and delivered to Lender that certain Advancing Line of Credit Promissory Note in the original principal sum of \$10,000,000.00, bearing interest at the rate stated therein, with a stated final maturity date of November 15, 2009, as modified in Modification Agreement dated December 15, 2004, and further modified in Second Modification Agreement dated May 1, 2005, and further modified in Third Modification Agreement dated March 24, 2006 (the "Note"). The Note was made pursuant to that certain Second Amended and Restated Loan Agreement dated November 3, 2003, as amended and restated in that certain Third Amended and Restated Loan Agreement dated January 3, 2005, and further amended and restated in that certain Fourth Amended and Restated Loan Agreement dated March 14, 2005, as modified in that certain First Modification to Fourth Amended and Restated Loan Agreement dated May 1, 2005; and further amended and restated in that certain Fifth Amended and Restated Loan Agreement dated September 26, 2005; and further amended and restated in that certain Sixth Amended and Restated Loan Agreement dated January 3, 2006 (the "Loan Agreement"). All liens, security interests and assignments securing the Note are collectively called the "Liens". Terms defined in the Note or the Loan Agreement and not otherwise defined herein shall have the same meanings here as in those documents.

At Borrower's request, Borrower and Lender have now agreed to enter into this Fourth Modification Agreement to modify the interest provisions of the Note and to ratify the Liens.

AGREEMENT

1. Modification of Interest Provision of the Note. In lieu of the following provision which was contained in the Note:

"...at a rate per annum which shall from day to day be equal to the lesser of (a) a rate per annum (the "Established Rate") equal to the Prime Rate in effect from day to day, or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

such provision of the Note is changed to read in its entirety as follows:

"...at a rate per annum equal to the lesser of (a) seven and one-half percent (7.50%) (the "Established Rate"), or (b) the Highest Lawful Rate, in each case calculated on the basis of actual days elapsed, but computed as if each calendar year consisted of 360 days."

2. Ratification of Liens. Borrower and Lender further agree that all Liens securing the Note shall continue and carry forward until the Note and all indebtedness

evidenced thereby is paid in full. Borrower further agrees that such Liens are hereby ratified and affirmed as valid and subsisting against the collateral described therein, and that this Fourth Modification Agreement shall in no manner vitiate, affect or impair the Note or the Liens (except as expressly modified in this Fourth Modification Agreement) and that such Liens shall not in any manner be waived, released, altered or modified.

3. **Miscellaneous.**

- (a) As modified hereby, the provisions of the Note and the Liens shall continue in full force and effect, and Borrower acknowledges and affirms its liability to Lender thereunder. In the event of an inconsistency between this Fourth Modification Agreement and the terms of the Note or of the Liens, this Fourth Modification Agreement shall govern.
- (b) Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Fourth Modification Agreement.
- (c) Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and the Liens and shall allow Lender to exercise any or all of its remedies set forth in such Note and Liens or at law or in equity.
- (d) Lender does not, by its execution of this Fourth Modification Agreement, waive any rights it may have against any person not a party hereto.
- (e) All terms, provisions, covenants, agreements, and conditions of the Note and the Liens are unchanged, except as provided herein. Borrower agrees that this Fourth Modification Agreement and all of the covenants and agreements contained herein shall be binding upon Borrower and shall inure to the benefit of Lender and each of their respective heirs, executors, legal representatives, successors, and permitted assigns.

THIS FOURTH MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Borrower:

Natural Gas Services Group, Inc.

By: /s/ Stephen C. Taylor
Stephen C. Taylor, President

Lender:

Western National Bank

By: /s/ Scott A. Lovett
Scott A. Lovett, Executive Vice President

STATE OF TEXAS §
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COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 1, 2006, by Stephen C. Taylor, President of Natural Gas Services Group, Inc., a Colorado corporation, on behalf of said corporation.

/s/ Lisa D. Taylor
Notary Public, State of Texas

STATE OF TEXAS §
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This instrument was acknowledged before me on September 1, 2006, by Scott A. Lovett, Executive Vice President of Western National Bank, a national banking association, on behalf of said association.

/s/ Lisa D. Taylor
Notary Public, State of Texas