



**Wexpro Company**

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April 17, 2007

Mr. David Evans  
Evans Consulting Company  
2002 Cimarron Court  
Mission, Texas 78572-7432

Re: Wexpro Acquisition of Non-Consent Interest in Trail Unit 03C-10J Well

In accordance with the August 9, 2004 Wexpro Agreement Guideline Letter "regarding assignment of marginal intervals to Wexpro to facilitate Development Gas Drilling under terms of the Wexpro Agreement," Wexpro requests the Hydrocarbon Monitor's approval to acquire a proportionate share of a relinquished, or "non-consent" interest in the captioned well. Paragraph 6 of the August 9, 2004 Guideline Letter states as follows:

Likewise, when third parties relinquish their interests by electing not to participate in a drilling proposal, Wexpro shall have the right to acquire such non-consent interests for development gas drilling under the terms of the Wexpro Agreement, subject to the pre-approval of the Hydrocarbon Monitor.

The availability of the relinquished interest arose as a result of the proposal to drill the Trail 03C-10J well. Patrick A. Doheny Company, LLC, a Committed Working Interest owner in the Trail Unit ("PADCO"), failed to elect to participate in a timely manner and therefore was deemed to relinquish its interest under terms of the Trail Unit Operating Agreement. All other parties agreed to the drilling of this well and thereby retained their right to acquire their proportionate share of PADCO's non-consent interest.

Wexpro's proportionate share of increased costs and net revenue as a result of PADCO's non-consent are as follows: Wexpro originally approved its participation in this \$2,121,373 well based on a 46.121% working interest and 39.8836% net revenue interest, resulting in an allocated cost of \$978,398. This well is a joint well for which the deep owners pay all costs to drill, test and complete the deep zones (Frontier Fm. and Baxter Fm.) until such time as the shallow owners can complete their zones (Mesaverde Fm.). In this case, Wexpro only owns an interest in the shallow zone. If Wexpro acquires its proportionate share of PADCO's non-consent interest, Wexpro will still only own an interest in the shallow zones, but its working interest will increase to 50.2863% and its net revenue interest will increase to 43.3404% while its allocated share of the costs will increase to \$1,066,760.

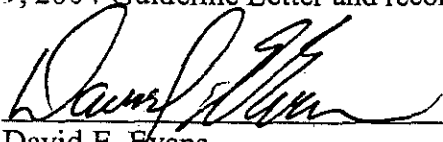
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Under the Trail Unit Operating Agreement, this increase in ownership is retained until 200% of the costs of drilling, deepening, plugging back or completing the well are recovered in addition to 100% of the operating costs, at which time ownership will revert back to PADCO.

This letter applies to only the Trail 03C-10J well. Any similar farmouts of non-consent interests will require separate Hydrocarbon Monitor approval after appropriate review.

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I agree with the request of Wexpro to elect to take its proportionate share of the PADCO relinquished non-consent interest in the Trail 03C-10J well in accordance with the August 9, 2004 Guideline Letter and recommend approval of this request.



David E. Evans  
President Evans Consulting Co.

April 28, 2007  
Date