

**WITHERS, GOUGH, PIKE & PFAFF, LLC**  
**ATTORNEYS AT LAW**

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**To Contact Writer Directly:**  
(316) 266-5021  
sgough@withersgough.com

March 6, 2018

Mr. Rene Stucky, UIC Director  
Production Supervisor  
Kansas Corporation Commission  
266 Main Street, Suite 220  
Wichita, Kansas 67202-1513

VIA ELECTRONIC TRANSMISSION  
r.stucky@kcc.ks.gov

Re: Application of H&D Exploration, LLC for an Injection Well  
Permit D-32620  
Doonan A, Lease No. 1 - NW/4 28-18S-13W

Dear Mr. Stucky:

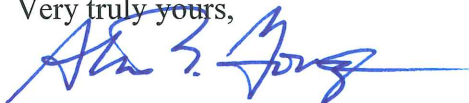
This law firm represents Warren L. Doonan, Trustee of the Warren L. Doonan Trust, ("Trust") the owner of N/2 28-18-13, Barton County, Kansas.

The Trust objects to and protests H&D Exploration LLC's ("H&D") application for permission to drill a salt water disposal well on the Doonan A, Lease No. 1 - NW/4 28-18S-13W because H&D does not have a valid oil and gas lease that would give the right to drill a such a salt water disposal well.

Attached is a copy of a letter dated February 15, 2018, to H&D Exploration LLC from the Trust requesting a Release of Lease because the terms of said lease have been broken, and the Trust elects to declare that the lease has been forfeited, is void, and has expired under its own terms for failure to produce in paying quantities. Last production based on KGS records was June 2017.

Please consider this letter as Warren L. Doonan, Trustee of the Warren L. Doonan Trust's formal protest and request for hearing in this matter.

Very truly yours,



Steven D. Gough  
WITHERS, GOUGH, PIKE & PFAFF, LLC

Rene Stucky, UIC Director

March 6, 2018

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SDG/kea

Encl.

C: Warren L. Doonan, Trustee of the Warren L. Doonan Trust

Greg L. Bauer, Attorney for H&D Exploration, Inc. (w/encl.)

P O Box 1349

1310 Kansas Avenue

Great Bend KS 67530

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February 15, 2018

VIA CERTIFIED MAIL TO:

H&D Exploration LLC  
P O Box 387  
Hoisington KS 67544

H&D Exploration LLC  
Alan J. Hoffman, Resident Agent  
1492 NW 10 Avenue  
Hoisington KS 67544

Re: Demand for Release of Oil & Gas Lease:

Lessor:	Warren L. Doonan Trust
Lessee:	H&D Exploration LLC
Date:	August 11, 2011
Description:	N/2 28-18-13 excluding 15 acres surrounding house and out building, Barton County, Kansas
Recorded:	Book 616, Page 6287, Register of Deeds, Barton County, Kansas

To Whom it May Concern:

This law firm represents Warren L. Doonan, Trustee of the Warren L. Doonan Trust who is the Lessor under the oil and gas lease dated August 11, 2011, referenced above, covering the acreage described above, filed with the Register of Deeds, Barton County, Kansas (the "Lease").

We have enclosed the Demand for Release of Oil and Gas Lease signed by Warren L. Doonan, Trustee of the Warren L. Doonan Trust. Our review of the records of the Kansas Geological Survey indicate that the last sale that has occurred from the well that you drilled on this lease occurred in July 2017 for 315.42 barrels of oil. By any measure, it appears that this lease has expired by reason of H&D's failure to produce oil or gas in paying quantities.

As set forth in the letter from Warren L. Doonan, we request that you record a Release of Oil and Gas Lease with the Register of Deeds of Barton County, Kansas. Otherwise, a lawsuit will follow and we will seek to recover attorneys' fees and costs if it is necessary to clear title by filing a lawsuit to have a court determine that the Lease has expired for the reasons set forth above.

H&D Exploration LLC  
February 15, 2018  
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Thank you for your attention to the above.

Very truly yours,

A handwritten signature in dark ink, appearing to read "S.D. Gough", written in a cursive style.

Steven D. Gough  
WITHERS, GOUGH, PIKE, PFAFF & PETERSON, LLC

SDG:ka

Enclosure

C Warren L. Doonan, Trustee  
Warren L. Doonan Trust

Warren L. Doonan Trust  
P O Box 216  
Hoisington KS 62544

February 14, 2018

VIA CERTIFIED MAIL TO:

H&D Exploration LLC  
P O Box 387  
Hoisington KS 67544

Alan J. Hoffman, Resident Agent  
H&D Exploration LLC  
1492 NW 10 Avenue  
Hoisington KS 67544

Re: Demand for Release of Oil & Gas Lease:

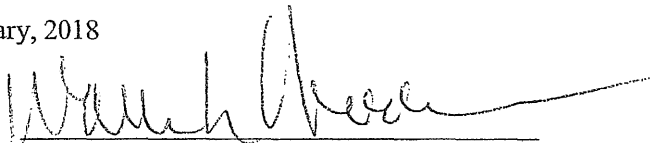
Lessor:	Warren L. Doonan Trust
Lessee:	H&D Exploration LLC
Date:	August 11, 2011
Description:	N/2 28-18-13 excluding 15 acres surrounding house and out building, Barton County, Kansas
Recorded:	Book 616, Page 6287, Register of Deeds, Barton County, Kansas

To Whom It May Concern:

I, Warren L. Doonan, Trustee of the Warren L. Doonan Trust, ("Trust"), the undersigned, is the owner of N/2 28-18-13, Barton County, Kansas. There has been a lease executed that covers this land, namely a certain lease dated namely August 11, 2011, referenced above, covering the acreage described above, filed with the Register of Deeds, Barton County, Kansas. The Trust hereby notifies you that the terms of said lease have been broken by the owner thereof, that the Trust hereby elects to declare and does declare that said lease has been forfeited, is void, and has expired under its own terms for failure to produce in paying quantities. No oil or gas has been produced since July 2017. Unless you do, within twenty (20) days from this date, notify the Register of Deeds of Barton County, Kansas, as provided by law that said lease has not been forfeited, we will file with the said Register of Deeds an Affidavit of Forfeiture as provided by law. We hereby demand that you execute or have executed a proper surrender of said lease and that you put the same of record in the office of the Register of Deeds of Barton County, Kansas within twenty (20) days from this date.

This letter will also serve as formal notice that if you fail to execute a proper surrender of said lease and file the same within twenty (20) days, we will file suit to have the Court determine that the lease is null and void and has expired under its own terms for failure to produce in paying quantities, and will ask the Court to award attorneys fees and costs incurred by the Trust in obtaining a determination that the lease is null and void as authorized by K.S.A. 55-202.

Dated this 14 day of February, 2018



By: Warren L. Doonan,  
Trustee of the Warren L. Doonan Trust