

**AFFIDAVIT OF DANNY PAUL GASTAL**

**STATE OF TEXAS**

**COUNTY OF MONTGOMERY**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the above parish and state, personally came and appeared **DANNY PAUL GASTAL**, and after being duly sworn, stated as follows:

1. My name is Danny Paul Gastal. I am over the age of eighteen (18) years and I am competent and qualified to make this Affidavit.
2. The statements contained in this Affidavit are true and correct, and are based on my own personal knowledge, my background, my training, and my experience.
3. I am a named plaintiff in the lawsuit captioned *Danny Paul Gastal, et al. v. Petrodome Operating, LLC, et al.*, Docket No. 2022-10495, which is currently pending in the 15th Judicial District Court, Acadia Parish, Louisiana (the "Lawsuit").
4. I am the current owner of the property at issue in the Lawsuit, which consists of approximately 83 acres of land located in Section 32 of Township 10 South, Range 1 West, Acadia Parish, Louisiana.
5. I inherited the property from my mother, Beulah Weekley Gastal, pursuant to a Judgment of Possession dated May 6, 2004. Thus, I have personally owned the property now for over twenty years.
6. My family has owned the property continuously since at least 1922.
7. My parents entered into an Oil, Gas, and Mineral Lease with Trade Exploration Corporation on or about February 18, 1984, that covers the property at issue in the Lawsuit (the

“1984 Lease”). A true and correct copy of this lease is attached as **Exhibit 1**.

8. The 1984 Lease was eventually assigned to Ichor Energy (LA), LLC.

9. At all times, the 1984 Lease governed the operations of Ichor Energy (LA), LLC and Petrodome Operating, LLC (collectively, the “Petrodome Defendants”) on the property.

10. Paragraph 8 of the 1984 Lease provides as follows: “**The Lessee shall be responsible for all damages caused by Lessee’s operations.**”

11. Because of this clear provision requiring the Petrodome Defendants to restore the property at issue in the Lawsuit to its pre-oil and gas condition, I vigorously object to having my family property restored to any other standard or regulatory requirement.

12. By way of example only, I object and do not consent to the application of the Statewide Order 29-B regulations that are now administered by the Louisiana Department of Conservation and Energy.

13. I also object and do not consent to the application of any exceptions to the Statewide Order 29-B regulations, including, but certainly not limited to, the RECAP regulations issued and administered by the Louisiana Department of Environmental Quality.

14. I further object and do not consent to the application of any other standard or regulatory requirement that does not require the Petrodome Defendants to fully restore the property to its pre-oil and gas condition.

15. Regardless of what any state agency may decide based on the regulations, I stand by the 1984 Lease between the parties and do not in any way waive the enforcement of that contract regarding the Petrodome Defendants’ responsibility for “all damages caused by [their] operations.”

16. In sum, I believe that the 1984 Lease is the law between the parties and that lease alone controls what the Petrodome Defendants are obligated to do to restore the property at issue

in the Lawsuit.

17. The property is currently used for agriculture purposes, including for rice and crawfish farming.

18. However, the potential future uses of the property at issue in the Lawsuit are limitless, but include agriculture use, commercial use, residential development or use, use as a commercial dirt pit, use as a recreational pond, and other uses that may not be currently anticipated.

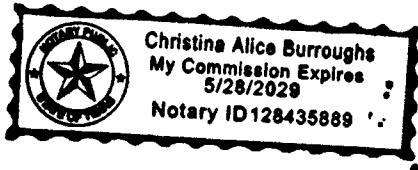
19. I believe that the only way to ensure that the property at issue in the Lawsuit can be used for any and all purposes in the future is to restore the property to its pre-oil and gas condition.

20. I certify under the penalty of perjury that the statements contained in this Affidavit are true and correct.

**[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]**

Danny Paul Gastal  
DANNY PAUL GASTAL

SWORN TO AND SUBSCRIBED before me, this 1 day of November, 2025.



[Signature]

NOTARY PUBLIC

Christina Burroughs  
Printed Name

128435889

Notary ID/Bar Roll No.

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of February 18, 1984,  
by and between BEULAH WEEKLY GASTAL, wife of Jacob C. Gastal, and the said JACOB C. GASTAL,  
who enters herein to acknowledge that the lands leased herein are the separate property of his wife,  
Beulah Weekly Gastal, whose address is 1715 N. State Street, Abbeville, LA 70510.

herein called "Lessor" (whether one or more) and TRADE EXPLORATION CORP., whose address is 1400

Continental Plaza, Fort Worth, TX 76102.  
hereinafter called "Lessee", witnesseth, that:

### Considerations

Lessor, in consideration of the sum of One Hundred Dollars and Other Good and Valuable (\$100.00 OVC),  
hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and produc-  
tion of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for  
and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right  
of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or  
canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to  
draw and remove casing from wells drilled by Lessee on said land, the land to which this lease applies and which is affected hereby being  
situated in Acadia Parish, Louisiana, and described as follows, to-wit:

### TOWNSHIP 10 SOUTH, RANGE 1 WEST

A certain tract of land situated in Section 32, containing 83.07 acres, more or less, bounded, now  
or formerly, as follows: North by Ernest Toepfer Estate; East by Sidney Thibodeaux; South by  
Sidney Thibodeaux, Horace Foreman, et al, Morse Town Lots, and/or Public Road; West by Morse  
Town Lots, Causby Hamic and/or Public Road. Said tract is more particularly described in instru-  
ments recorded in the Conveyance Records of Acadia Parish, Louisiana under Entry #'s 286460,  
410584 and 409906.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-  
sixth (1/6)" shall be substituted therefor.

0506310

1984 MAR 19 AM 8:58

ACADIA PARISH, LA  
*Laura J. Jeffers*  
DEPUTY CLERK

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all  
accretion or alluvion attaching to and forming a part of said land are included herein, whether property or specifically described or not.  
Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach  
to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or  
inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 83.07  
acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called  
"primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this  
land or on acreage pooled therewith, all as hereinafter provided for, all subject to the following conditions and agreements:

1. This lease shall terminate on February 18, 1985, unless on or before said date the Lessee either  
(1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and there-  
after continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred and no/100

Dollars (\$ 100.00 ) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall  
maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may  
continue to maintain the rights granted without drilling operations for successive twelve months periods (during the primary term) by paying

Lessor, on or before the beginning of such respective periods, One Hundred and no/100 Dollars (\$ 100.00 )  
per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to  
Lessor's credit in the BANK OF ABBEVILLE & TRUST CO. Bank of Abbeville, LA 70510  
which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

EXHIBIT 1

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assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar (\$1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

EXHIBIT 1  
BK 42 PAGE 02

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IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Jacob C. Gastal  
JACOB C. GASTAL, acknowledging that lands  
leased herein are his wife's separate property.

STATE OF Louisiana }  
PARISH (OR COUNTY) OF Vermilion }  
On this 21st day of February, 1984, before me personally appeared  
Beulah Weekly Gastal  
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the  
same as her free act and deed.

Beulah Weekly Gastal  
Notary Public.

STATE OF Louisiana }  
PARISH (OR COUNTY) OF Vermilion }  
On this 21st day of February, 1984, before me personally appeared  
Jacob C. Gastal  
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the  
same as his free act and deed.

Jacob C. Gastal  
Notary Public.

STATE OF LOUISIANA }  
PARISH (OR COUNTY) OF \_\_\_\_\_ }  
BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_  
who, being by me duly sworn, stated under oath that \_\_\_\_\_ was one of the subscribing witnesses to the foregoing instrument and  
that the same was signed by \_\_\_\_\_

(Lessor, as above mentioned) in \_\_\_\_\_ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_ Parish, Louisiana.

STATE OF LOUISIANA }  
PARISH (OR COUNTY) OF \_\_\_\_\_ }  
BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_  
who, being by me duly sworn, stated under oath that \_\_\_\_\_ was one of the subscribing witnesses to the foregoing instrument and  
that the same was signed by \_\_\_\_\_

(Lessor, as above mentioned) in \_\_\_\_\_ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_ Parish, Louisiana.

#### CORPORATION ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
PARISH (OR COUNTY) OF \_\_\_\_\_ }  
ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_  
of the \_\_\_\_\_ and that said instrument was signed in behalf of said corporation by  
authority of its Board of Directors and said \_\_\_\_\_ acknowledged said instruments to  
be the free act and deed of said corporation.

Notary Public.

No.	Oil, Gds and Mineral Lease (LOUISIANA)	FROM	TO
Dated	_____	No. of Acres	_____
Term	_____	Parish, Louisiana	_____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.			
By	_____	Deputy	_____

NOTARY PUBLIC  
STATE OF LOUISIANA  
FORM 42 CEN-NEW SOUTH  
LOUISIANA REVISED FOUR M-POOLING  
REVISED "A"

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