

be reduced to correspond approximately with the amount of available gas actually produced, such sum to be ascertained on the basis of the then determined and current royalty. It is further agreed, however, that should it be shown to the satisfaction of the Secretary of the Interior at any time that the leased premises have been fully prospected and developed, and that the expenditures of additional sums in the drilling of wells could not reasonably be expected to result in the further development of gas, then in such event the further annual expenditures as hereinbefore provided shall not be required.

4. Lessee shall have the right to use so much of the surface of the land and such water on the premises as may be necessary for drilling and other operations, including the right to maintain pipe lines, telephones and telegraph lines, and other appliances necessary for the operation of the wells, and the transportation of gas to the consumer, also the right of ingress and egress and the rights of way to any point of mining operations, under conditions of least injury and inconvenience to the owner or occupant of the surface. Before commencing operations the lessee shall pay to the surface owner the sum of One hundred dollars for each well location on cultivated land or land suitable for cultivation, and thirty-five dollars for each location on land not susceptible cultivation. Location sites shall not exceed one and one-half acres in area. During operations the lessee shall pay all damages for the use of the surface other than included in the location sites, all damages to any growing crops or to any improvements on the lands, and all other damages as may be occasioned by reasons of operations. Such damages shall be apportioned among the parties interested in the surface, whether as owner, lessee, or otherwise as the parties may mutually agree or as their interests may appear. If the parties are unable to agree concerning damages, the same shall be determined by arbitration.

All agreement (or authenticated copies thereof) providing for the settlement of damages shall be filed in the Osage Agency if the surface owner is a restricted Indian, and all such amounts which may be due and payable to any such Indian shall be paid to the Superintendent and by him immediately remitted to the Indian entitled thereto. All sums due as royalty or damages shall be a lien on all equipment on leased premises.

5. The lessee shall carry on operations in a workmanlike manner, commit no waste and suffer none to be committed upon the land, nor permit any nuisance to be maintained on the premises under his control, nor allow any intoxicating liquor to be introduced, brought upon, sold, or given away for any purpose on such premises, also keep an accurate account of all operations, receipts and disbursements, furnishing sworn reports of such when and as required by the regulations or by an authorized representative of the Secretary of the Interior.

All buildings and permanent improvements, including casings of all producing wells drilled two years or more prior to the expiration of the lease and which have not been abandoned, shall not be removed but shall become the property of the Osage Tribe of Indians at the expiration of this lease while the tribe owns the mineral rights, otherwise same shall become the property of the surface owner, excepting tools, tanks, boiler houses, pipe lines and gathering branches, pumping and drilling outfits, compressor stations, derricks, engines, machinery, and the casings in all dry and abandoned wells, which shall remain the property of the lessee and which may be removed by him within six months after the termination of the lease. The casings of wells drilled less than two years prior to and producing gas on the termination of the lease, shall remain the property of the gas lessee; Provided, that such Casings shall not be removed from the wells but shall be purchased from the lessee by the owner of the gas rights at such price as may be mutually agreed upon and on failure to agree the price shall be fixed by arbitration.

6. The lessee accepts this lease with the understanding that the lands covered thereby