

Property from which gas is then being produced, enter into a contract or contracts with a producer or producers or others who own or control supplies of gas reasonably accessible to the Company's pipeline system for the purchase of gas from such owned or controlled sources of supply for delivery at points where the Company's facilities are capable of receiving and handling such deliveries, whereby such producer or producers or other contracting parties shall agree

(1) To sell and deliver annually to the Company, for a period of years ending not earlier than April 15, 1965, a volume of gas (with customary provisions for maximum and minimum deliveries during portions of each year) not less than (i) the volume of gas taken by the Company from such Gas Production Property being sold or disposed of during the twelve (12) months' period ended on the last day of the gas accounting month immediately preceding the date of sale or disposal or (ii) twelve (12) times the monthly average volume of gas taken by the Company from such Gas Production Property from April 15, 1945 to and including the last day of the gas accounting month immediately preceding the date of sale or disposal, whichever is greater; and

(2) To sell and deliver such gas at a price (which may be subject to change from time to time during the life of the contract) not more than the prevailing field price paid for gas at the well head in the field from which such gas is produced, plus reasonable gathering charges, if any, for delivering the gas to the Company's system.

Such contract shall be in the form at the time customarily used in the natural gas industry. The Company's obligation to purchase shall be subject to contingencies such as decline in its markets, requirements to purchase gas from other sources, and discoveries of gas fields closer to