

September, 1908.

The party of the first part agrees to furnish the party of the second part with said 5,000,000 cu. ft. of gas per day, at any time within the periods hereinbefore stated and upon demand of the party of the second part,

It is understood and agreed between the parties hereto that the party of the first part will furnish and supply to the party of the second part, at its wells on the Annie Hummingbird Lease, as hereinbefore stated, upon demand or request of the party of the second part, gas to the amount of 15,000,000 cu. ft. per day, to be metered at Nowata, I.T. and paid for by the party of the second part at the meter rate of two cents per 1000 cu. ft. for all gas ^{measured} metered by meter to second party at Nowata, I.T. by first party, but it is agreed and understood that the maximum amount of 15,000,000 cu. ft. of gas per day must be used and consumed by the party of the second part on or before the first day of March, 1911 and it is agreed and understood that the maximum amount of gas to be supplied under this contract after the first day of March, 1911, shall be determined by taking the daily average of gas consumed by the party of the second part for the six months ending March 1, 1911, and the said daily average of gas consumed during the said six months ending March 1, 1911, shall be the amount of gas furnished by party of the first party to the party of the second part during the remaining life of this contract, but it is agreed and understood that at no time after September 1, 1908, shall the amount of gas consumed by the party of the second part be less than 5,000,000 cu. ft. per day, and that the maximum amount of gas consumed by the party of the second part shall not be over 15,000 cu. ft. of gas per day.

The party of the first part, for the purpose of fully protecting the party of the second part and the consumers of gas who purchase same from party of the second part, hereby agrees and binds itself, its successors and assigns to reserve at all times for the exclusive use and benefit of the party of the second part after March 1, 1911, and until the first day of September 1917, ~~five~~ (5) times the daily average amount of gas taken and paid for by the party of the second part, the daily amount of gas consumed by the party of the second part after March 1, 1911, to be determined as hereinbefore stated; and the amount set aside and reserved for the exclusive use and benefit of the party of the second part shall be five times the daily amount of gas consumed by the second party during the six months ending March 1 1911, to be determined as hereinbefore stated.

The party of the first part covenants, agrees and binds itself, its successors and assigns that during the time intervening between March 1, 1911 and September 1, 1917, that it will reserve five times the amount of gas consumed by party of the second part and purchased from the party of the first part, and the second party is given the right and privilege to have said wells reserved for it tested at any time, and if the reservation of gas at any time prior to September 1, 1917, falls below five times the amount of gas actually being consumed by the second party, then the second party shall have the right and privilege to demand from the first party the actual amount of gas being daily consumed by the second party, and the first part covenants and agreed and binds itself that it will set aside the said amount of gas for the exclusive