

mission line serving the lands subject to this contract, such ratable take to be computed on a calendar year basis and to be based upon the accepted estimated recoverable proven reserves of gas dedicated to Buyer in all fields in which Buyer is purchasing and/or producing gas. It is understood that the estimates of such gas reserves shall be revised each year by Buyer, and Seller may inspect and check Buyer's reserve estimates, and the data and material used by Buyer to arrive at such estimates, at all reasonable times. Should the parties be unable to agree as to the amount of such recoverable proven reserves of gas in all fields in which Buyer is producing or purchasing gas, such reserves shall be determined in the manner set forth in Article II, Section 1 of this agreement.

(b) Notwithstanding the foregoing, Buyer agrees to take a minimum quantity of gas, annually, averaging at least one million cubic feet of gas per day for each ten billion cubic feet of Seller's established recoverable reserves available to Buyer hereunder.

2. Should the wells on the leases covered by this contract be incapable, under normal methods of operation, of producing the quantities of gas contemplated by Section 1 of this Article, Buyer's obligation to purchase and receive, and Seller's obligation to sell and deliver, shall be limited to the volumes of gas that Seller's wells may legally produce under good engineering practices.