

1 proportion to their respective contributions toward such payment or redemption. 1

2 28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any 2  
3 substantial interest in a tract within the Unit Area fails or refuses to sub- 3  
4 scribe or consent to this agreement, the owner of the working interest in that 4  
5 tract may withdraw said tract from this agreement by written notice to the 5  
6 Director and the Unit Operator prior to the approval of this agreement by the 6  
7 Director. Any oil or gas interests in lands within the Unit Area not committed 7  
8 hereto prior to submission of this agreement for final approval may thereafter be 8  
9 committed hereto by the owner or owners thereof subscribing or consenting to 9  
10 this agreement, and, if the interest is a working interest, by the owner of such 10  
11 interest also subscribing to the Unit Operating Agreement. After operations are 11  
12 commenced hereunder, the right of subsequent joinder, as provided in this 12  
13 section, by a Working Interest Owner is subject to such requirements or ap- 13  
14 provals, if any, pertaining to such joinder, as may be provided for in the Unit 14  
15 Operating Agreement. After final approval hereof joinder by a Non-Working 15  
16 Interest Owner must be consented to in writing by the Working Interest Owner 16  
17 committed hereto and responsible for the payment of any benefits that may 17  
18 accrue hereunder in behalf of such non-working interest. Joinder by any owner 18  
19 of a non-working interest, at any time, must be accompanied by appropriate 19  
20 joinder by the owner of the corresponding working interest in order for the 20  
21 interest to be regarded as effectively committed hereto. Joinder to the Unit 21  
22 Agreement by a Working Interest Owner, at any time, must be accompanied 22  
23 by appropriate joinder to the Unit Operating Agreement, if more than one com- 23  
24 mitted Working Interest Owner is involved, in order for the interest to be 24  
25 regarded as effectively committed to this Unit Agreement. Except as may 25  
26 otherwise herein be provided subsequent joinders to this agreement shall be 26  
27 effective as of the first day of the month following the filing with the Supervisor 27  
28 of duly executed counterparts of all or any papers necessary to establish 28  
29 effective commitment of any tract to this agreement unless objection to such 29  
30 joinder is duly made within 60 days by the Director. 30