

1 committed hereto and there shall be such readjustment of future costs 1  
2 and benefits as may be required on account of the loss of such title. 2  
3 In the event of a dispute as to title as to any royalty, working 3  
4 interest, or other interests subject thereto, payment or delivery on 4  
5 account thereof may be withheld without liability for interest until 5  
6 the dispute is finally settled; provided, that, as to Federal land or 6  
7 leases, no payments of funds due the United States should be withheld, 7  
8 but such funds shall be deposited as directed by the Supervisor to be 8  
9 held as unearned money pending final settlement of the title dispute, 9  
10 and then applied as earned or returned in accordance with such final 10  
11 settlement. 11

12       Unit Operator as such is relieved from any responsibility for any 12  
13 defect or failure of any title hereunder. 13

14       28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any 14  
15 substantial interest in a tract within the unit area fails or refuses 15  
16 to subscribe or consent to this agreement, the owner of the working 16  
17 interest in that tract may withdraw said tract from this agreement by 17  
18 written notice to the Director and the Unit Operator prior to the 18  
19 approval of this agreement by the Director. Any oil or gas interests 19  
20 in lands within the unit area not committed hereto prior to submission 20  
21 of this agreement for final approval may thereafter be committed hereto 21  
22 by the owner or owners thereof subscribing or consenting to this 22  
23 agreement, and, if the interest is a working interest, by the owner of 23  
24 such interest also subscribing to the unit operating agreement. After 24  
25 operations are commenced hereunder, the right of subsequent joinder, 25  
26 as provided in this section, by a working interest owner is subject 26  
27 to such requirements or approvals, if any, pertaining to such joinder, 27  
28 as may be provided for in the unit operating agreement. After final 28  
29 approval hereof joinder by a non-working interest owner must be con- 29  
30 sented to in writing by the working interest owner committed hereto 30  
31 and responsible for the payment of any benefits that may accrue here- 31  
32 under in behalf of such non-working interest. Joinder by any owner of 32