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1 In the event of a dispute as to title as to any royalty, working inter- 1
2 est, or other interests subject thereto, payment or delivery on account 2
3 thereof may be withheld without liability for interest until the dispute 3
4 is finally settled; provided, that, as to Federal land or leases, no pay- 4
5 ments of funds due the United States should be withheld, but such funds 5
6 shall be deposited as directed by the Supervisor to be held as unearned 6
7 money pending final settlement of the title dispute, and then applied 7
8 as earned or returned in accordance with such final settlement. 8
9 Unit Operator as such is relieved from any responsibility for any 9
10 defect or failure of any title hereunder. 10
11 28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any 11
12 substantial interest in a tract within the unit area fails or refuses 12
13 to subscribe or consent to this agreement, the owner of the working 13
14 interest in that tract may withdraw said tract from this agreement by 14
15 written notice to the Director and the Unit Operator prior to the approv- 15
16 al of this agreement by the Director. Any oil or gas interests in lands 16
17 within the unit area not committed hereto prior to submission of this 17
18 agreement for final approval may thereafter be committed hereto by the 18
19 owner or owners thereof subscribing or consenting to this agreement, 19
20 and, if the interest is a working interest, by the owner of such inter- 20
21 est also subscribing to the unit operating agreement. After operations 21
22 are commenced hereunder, the right of subsequent joinder, as provided 22
23 in this section, by a working interest owner is subject to such require- 23
24 ments or approvals, if any, pertaining to such joinder, as may be pro- 24
25 vided for in the unit operating agreement. After final approval hereof 25
26 joinder by a non-working interest owner must be consented to in writing 26
27 by the working interest owner committed hereto and responsible for the 27
28 payment of any benefits that may accrue hereunder in behalf of such 28
29 non-working interest. Joinder by any owner of a non-working interest, 29
30 at any time, must be accompanied by appropriate joinder by the owner of 30
31 the corresponding working interest in order for the interest to be 31
32 regarded as effectively committed hereto. Joinder to the unit agreement 32