

1 22. APPEARANCES. Unit Operator shall, after notice to other 1
2 parties affected, have the right to appear for and on behalf of any 2
3 and all interests affected hereby before the Department of the Interior 3
4 and to appeal from orders issued under the regulations of said Depart- 4
5 ment or to apply for relief from any of said regulations or in any pro- 5
6 ceedings relative to operations before the Department of the Interior 6
7 or any other legally constituted authority; provided, however, that any 7
8 other interested party shall also have the right at his own expense to 8
9 be heard in any such proceeding. 9

10 23. NOTICES. All notices, demands or statements required here- 10
11 under to be given or rendered to the parties hereto shall be deemed 11
12 fully given if given in writing and personally delivered to the party 12
13 or sent by postpaid registered mail, addressed to such party or parties 13
14 at their respective addresses set forth in connection with the signa- 14
15 tures hereto or to the ratification or consent hereof or to such other 15
16 address as any such party may have furnished in writing to party send- 16
17 ing the notice, demand or statement. 17

18 24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement con- 18
19 tained shall be construed as a waiver by any party hereto of the right 19
20 to assert any legal or constitutional right or defense as to the validity 20
21 or invalidity of any law of the State wherein said unitized lands are 21
22 located, or of the United States, or regulations issued thereunder in 22
23 any way affecting such party, or as a waiver by any such party of any 23
24 right beyond his or its authority to waive. 24

25 25. UNAVOIDABLE DELAY. All obligations under this agreement re- 25
26 quiring the Unit Operator to commence or continue drilling or to operate 26
27 on or produce unitized substances from any of the lands covered by this 27
28 agreement shall be suspended while, but only so long as, the Unit Operator 28
29 despite the exercise of due care and diligence is prevented from complying 29
30 with such obligations, in whole or in part, by strikes, acts of God, 30
31 Federal, State, or municipal law or agencies, unavoidable accidents, un- 31
32 controllable delays in transportation, inability to obtain necessary materi- 32
33 als in open market, or other matters beyond the reasonable control of the 33
34 Unit Operator whether similar to matters herein enumerated or not. 34

35 26. FAIR EMPLOYMENT. In connection with the performance of work 35
36 under this agreement, the operator agrees not to discriminate against any 36
37 employee or applicant for employment because of race, religion, color, or 37
38 national origin. The aforesaid provision shall include, but not be limited 38
39 to, the following: employment, upgrading, demotion, or transfer; recruit- 39
40 ment or recruitment advertising, layoff or termination; rates of pay or 40
41 other forms of compensation; and selection for training, including appren- 41
42 ticeship. The operator agrees to post hereafter in conspicuous places, 42
43 available for employees and applicants for employment, notices to be 43
44 provided by the contracting officer setting forth the provisions of the 44
45 nondiscrimination clause. 45

46 The operator agrees to insert the foregoing provision in all sub- 46
47 contracts hereunder, except subcontracts for standard commercial supplies 47
48 or raw materials. 48

49 27. LOSS OF TITLE. In the event title to any tract of unitized 49
50 land shall fail and the true owner cannot be induced to join in this unit 50
51 agreement, such tract shall be automatically regarded as not committed 51
52 hereto and there shall be such readjustment of future costs and benefits 52
53 as may be required on account of the loss of such title. In the event 53
54 of a dispute as to title as to any royalty, working interest, or other 54
55 interests subject thereto, payment or delivery on account thereof may be 55
56 withheld without liability for interest until the dispute is finally set- 56
57 tled; provided, that, as to Federal land or leases, no payments of funds 57
58 due the United States should be withheld, but such funds shall be deposited 58
59 as directed by the Supervisor to be held as unearned money pending final 59
60 settlement of the title dispute, and then applied as earned or returned in 60
61 accordance with such final settlement. 61

62 Unit Operator as such is relieved from any responsibility for any 62
63 defect or failure of any title hereunder. 63