

1 quantity and rate is not fixed pursuant to Federal or State law or does not 1  
 2 conform to any state-wide voluntary conservation or allocation program, which 2  
 3 is established, recognized, and generally adhered to by the majority of operators 3  
 4 in such State, such authority being hereby limited to alteration or modification 4  
 5 in the public interest, the purpose thereof and the public interest to be served 5  
 6 thereby to be stated in the order of alteration or modification. Without regard 6  
 7 to the foregoing, the Director is also hereby vested with authority to alter or 7  
 8 modify from time to time in his discretion the rate of prospecting and develop- 8  
 9 ment and the quantity and rate of production under this agreement when such 9  
 10 alteration or modification is in the interest of attaining the conservation 10  
 11 objectives stated in this agreement and is not in violation of any applicable 11  
 12 Federal or State law. 12

13 Powers in this section vested in the Director shall only be exercised 13  
 14 after notice to Unit Operator and opportunity for hearing to be held not less 14  
 15 than 15 days from notice. 15

16 22. APPEARANCES. Unit Operator shall, after notice to other parties 16  
 17 affected, have the right to appear for and on behalf of any and all interests 17  
 18 affected hereby before the Department of the Interior and to appeal from orders 18  
 19 issued under the regulations of said Department or to apply for relief from 19  
 20 any of said regulations or in any proceedings relative to operations before 20  
 21 the Department of the Interior or any other legally constituted authority; 21  
 22 provided, however, that any other interested party shall also have the right 22  
 23 at his own expense to be heard in any such proceeding. 23

24 23. NOTICES. All notices, demands or statements required hereunder 24  
 25 to be given or rendered to the parties hereto shall be deemed fully given if 25  
 26 given in writing and personally delivered to the party or sent by postpaid 26=

27 registered mail, addressed to such party or parties at their respective 27  
 28 addresses set forth in connection with the signatures hereto or to the ratifi- 28  
 29 cation or consent hereof or to such other address as any such party may have 29  
 30 furnished in writing to party sending the notice, demand or statement. 30

31 24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement con- 31  
 32 tained shall be construed as a waiver by any party hereto of the right to assert 32  
 33 any legal or constitutional right or defense as to the validity or invalidity of 33