

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. NON-DISCRIMINATION. In the performance of work under this 35
 36 agreement, the operator agrees to comply with the non-discrimination pro- 36
 37 visions of Executive Order 10925 (26 F. R. 1977). 37

38 27. LOSS OF TITLE. In the event title to any tract of unitized 38
 39 land shall fail and the true owner cannot be induced to join in this unit 39
 40 agreement, such tract shall be automatically regarded as not committed 40
 41 hereto and there shall be such readjustment of future costs and benefits 41
 42 as may be required on account of the loss of such title. In the event 42
 43 of a dispute as to title as to any royalty, working interest, or other 43
 44 interests subject thereto, payment or delivery on account thereof may be 44
 45 withheld without liability for interest until the dispute is finally set- 45
 46 tled; provided, that, as to Federal land or leases, no payments of funds 46
 47 due the United States should be withheld, but such funds shall be deposited 47
 48 as directed by the Supervisor to be held as unearned money pending final 48
 49 settlement of the title dispute, and then applied as earned or returned in 49
 50 accordance with such final settlement. 50

51 Unit Operator as such is relieved from any responsibility for any 51
 52 defect or failure of any title hereunder. 52