

540

1 or royalty interests in said lands, and (c) improvements located on said 1
2 lands but not utilized for unit operations, shall individually be re- 2
3 sponsible for the rendition and assessment, for ad valorem tax purposes, 3
4 of all such property, and for the payment of such taxes, except as other- 4
5 wise provided in any contract or agreement between such owners and a 5
6 Working Interest Owner or owners or in the Unit Operating Agreement. 6
7 If any ad valorem taxes are not paid by such owners responsible there- 7
8 for when due, the Unit Operator may, at any time prior to tax sale, pay 8
9 the same, redeem such property, and discharge such tax liens as may 9
10 arise through non-payment. In the event the Unit Operator makes any 10
11 such payment or redeems any such property from tax sale, the Unit Operator 11
12 shall be reimbursed therefor by the Working Interest Owners in pro- 12
13 portion to their respective percentages of participation; and the Unit 13
14 Operator shall withhold from the proceeds otherwise due to said de- 14
15 linquent taxpayer or taxpayers, an amount sufficient to defray the 15
16 costs of such payment or redemption, such withholdings to be distri- 16
17 buted among the Working Interest Owners in proportion to their re- 17
18 spective contributions toward such payment or redemption. 18

19 34. SUBSEQUENT JOINDER. After the effective date of this agree- 19
20 ment, the commitment of any interest in any Tract within the Unit Area 20
21 shall be upon such terms as may be negotiated by Working Interest 21
22 Owners and the owner of such interest. After the effective date here- 22
23 of, joinder by a non-Working Interest Owner must be consented to in 23
24 writing by the Working Interest Owner committed hereto and responsible 24
25 for the payment of any benefits that may accrue hereunder in behalf of 25
26 such non-working interest. Joinder to the Unit Agreement by a Working 26
27 Interest Owner at any time must be accompanied by appropriate joinder 27
28 to the Unit Operating Agreement in order for the interest to be re- 28
29 garded as committed to this Unit Agreement. Except as may otherwise 29
30 herein be provided, subsequent joinders to this agreement shall be 30