

1 34. SUBSEQUENT JOINDER. After the effective date of this agreement, 1
2 the commitment of any interest in any Tract within the Unit Area shall be 2
3 upon such equitable terms as may be negotiated by Working Interest Owners 3
4 and the owner of such interest. After the effective date hereof, joinder 4
5 by a non-Working Interest Owner must be consented to in writing by the 5
6 Working Interest Owner committed hereto and responsible for the payment of 6
7 any benefits that may accrue hereunder in behalf of such non-working interest. 7
8 Joinder by any non-Working Interest Owner at any time must be accompanied 8
9 or preceded by appropriate joinder by the owner of the corresponding working 9
10 interest in order for the interest to be regarded as effectively committed. 10
11 Joinder to the Unit Agreement by a Working Interest Owner at any time must be 11
12 accompanied by appropriate joinder to the Unit Operating Agreement in order 12
13 for the interest to be regarded as committed to this Unit Agreement. Except 13
14 as may otherwise herein be provided, subsequent joinders to this agreement 14
15 shall be effective as of the first day of the month following the filing with 15
16 the Supervisor of duly executed counterparts of all or any papers necessary 16
17 to establish commitment of any Tract to this agreement unless objection to 17
18 such joinder is made within sixty (60) days by the Director. 18

19 35. COUNTERPARTS. This agreement may be executed in any number of 19
20 counterparts no one of which needs to be executed by all parties, or may 20
21 be ratified or consented to by separate instrument in writing specifically 21
22 referring hereto and shall be binding upon all those parties who have executed 22
23 such a counterpart, ratification, or consent hereto with the same force and 23
24 effect as if all such parties had signed the same document and regardless of 24
25 whether or not it is executed by all other parties owning or claiming an 25
26 interest in the lands within the above described Unit Area. 26

27 36. ROYALTY OWNERS' TAXES. Unless otherwise specifically provided 27
28 by law, each Royalty Owner shall render and pay all ad valorem taxes, in- 28
29 cluding ad valorem taxes measured by production levied against its royalty 29
30 or mineral interest. Unit Operator shall pay, as an agent for the Working 30
31 Interest Owners, each Royalty Owner's share of all taxes other than ad valorem 31
32 taxes levied on or measured by the Unitized Substances in and under, or that 32
33 may be produced, gathered, and sold from the lands subject hereto, or upon 33
34 the proceeds or net proceeds derived therefrom, and shall pay ad valorem 34