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which the Partnership is doing business. Each Limited Partner agrees upon request of the General Partner to execute such certificates or other documents and perform such acts.

13.03. Allocation between Assignor and Assignee. Where the assignment by a Limited Partner of his interest becomes effective before the end of the year, as between a Limited Partner and his assignee, the shares of income, gains, losses, deductions, credits and items of tax preference shall be apportioned on the basis of the number of days in the calendar year that each was the holder of the Partnership interest assigned, without regard to the results of the Partnership's operations during the periods before and after assignment.

13.04. Expulsion of a Limited Partner. The General Partner may expel a Limited Partner from the Partnership if such Limited Partner has materially breached this Agreement, and shall expel a Limited Partner from the Partnership if such Limited Partner has become unqualified to hold Federal oil and gas leases or interests therein, or if his continuation in the Partnership would, in the General Partner's opinion, jeopardize the status of the Partnership as a partnership for Federal income tax purposes. In the case of a Limited Partner who has materially breached this Agreement, such expulsion shall become effective immediately upon the giving of notice of expulsion by the General Partner to the expelled Limited Partner, and in any case in which the General Partner must expel a Limited Partner, such expulsion shall become effective as of the date on which the event requiring his expulsion occurred. Not later than 120 days after the end of the year in which the expulsion occurs, the expelled Limited Partner will be paid the Stated Value of his interest by the Partnership less any amounts then owed by the expelled Limited Partner to the Partnership. The Stated Value of the expelled Limited Partner's interest shall be the Stated Value of such interest at the end of the calendar year in which the expulsion occurs as determined in accordance with Section 10.04. The Partnership may elect to pay the amount owed hereunder in cash and/or in its unsecured promissory notes that provide for payment in full in equal annual installments over not more than ten years from the date of expulsion. Such notes shall bear interest on the unpaid principal amount thereof at the rate of 6% per year from the date of issuance. Following expulsion, the expelled Limited Partner shall have no interest in the capital or other assets of the Partnership, except an interest as a creditor of the Partnership in respect of any payments due under this Section.

13.05. Definitions. For purposes of this Section 13, any transfer of an interest in the Partnership, whether voluntary or by operation of law, shall be considered an assignment.

For purposes of this Section 13, the term "Limited Partner" shall include any assignee of a Limited Partner's interest in the Partnership, whether or not such assignee becomes a substituted Limited Partner.

14. TERM. The Partnership shall commence on the day a certificate of formation of a limited partnership shall have been filed for record with the clerk and recorder of Wood County, West Virginia, and shall continue until December 31, 1972, and so long thereafter as any of the Prospects is producing or the Partnership holds any property interest, unless sooner terminated by the retirement (other than a retirement in connection with a substitution of a new general partner pursuant to Section 12.01), dissolution, termination, bankruptcy or insolvency of the General Partner, which shall work an immediate dissolution of the Partnership in all cases, or by the vote of 50% in interest of the Limited Partners. The General Partner shall, if requested by Limited Partners whose Contributions collectively constitute at least 10% of the Aggregate Contributions, solicit a vote of Limited Partners pursuant to the provisions of