

1 assignments, then the removal of the Operator requires approval by
2 Vote.

3 **4.4.2 Removal for Cause by Vote**

4 Under the following circumstances, the removal of the Operator shall
5 be approved by Vote, excluding the Vote of the Operator:

- 6 (a) the Operator is found liable by a final judicial decision or a final
7 decision under binding arbitration for an act of gross negligence or
8 willful misconduct regarding the Contract Area;
- 9 (b) the Operator commits a substantial breach of a material provision
10 of this Agreement and fails to cure the breach within thirty (30)
11 days after receipt of written notice of the breach from a Non-
12 Operating Party. If the breach specified in the notice reasonably
13 cannot be corrected within the thirty (30) day period, but the
14 Operator within said period begins action to correct the breach
15 and thereafter diligently carries the corrective action to
16 completion, the Operator shall not be removed. The Operator
17 shall not be removed under this Article 4.4.2 if the Operator is
18 able to prove the non-existence of the alleged breach within thirty
19 (30) days after receipt of written notice of the alleged breach;
- 20 (c) the Operator becomes insolvent or unable to pay its debts as they
21 mature, makes an assignment for the benefit of its creditors,
22 commits an act of bankruptcy, or seeks relief under laws providing
23 for the relief of debtors;
- 24 (d) a receiver is appointed for the Operator or for substantially all of
25 its property or affairs; or
- 26 (e) the Operator fails to timely commence the fabrication or
27 acquisition of the Development System in accordance with Article
28 12.7.9 (*Timely Operations for Development Systems*).

29 **4.4.3 Timing of Vote to Remove Operator**

30 A Vote to remove the Operator for cause as provided in this Article 4.4
31 shall be taken within ninety (90) days after the Non-Operating Party's
32 actual knowledge of the cause.

