



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ^η 28 ΣΕΠΤΕΜΒΡΙΟΥ 1968

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
227

ΑΝΑΓΚΑΣΤΙΚΟΣ ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 512

Περὶ κυρώσεως τῆς ἀπὸ 29 Μαΐου 1968 συμβάσεως μεταξὺ ἀφ' ἐνὸς τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἐτέρου τῆς ἐν DELAWARE τῶν H.P.A. TEXACO OVERSEAS PETROLEUM Co., περὶ παραχωρήσεως εἰς τὴν Ἐταιρείαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς δὲ ληγεῖ τοῦ Θερμαϊκοῦ Κόλπου.

ΙΩΝΗΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν:

“Ἄρδρον μόνον.

Κυροῦται καὶ ἔχει πλήρη ἰσχὺν Νόμου ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου ἀφ' ἐνὸς καὶ τῆς ἐν DELAWARE τῶν Ἕνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐδρευσάσης Ἐταιρείας ὑπὸ τὴν ἐπωνυμίαν TEXACO OVERSEAS PETROLEUM Co., ὑπογραφεῖσα ἐν Ἀθήναις τῇ 29ῃ Μαΐου 1968 σύμβασις περὶ παραχωρήσεως εἰς τὴν ώς ἄνω Ἐταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς δὲ ληγεῖ τὴν θαλασσίαν περιοχὴν τοῦ Θερμαϊκοῦ Κόλπου, ὡς αὗτη λεπτομερῶς περιγράφεται καὶ ἐμφανίεται διὰ τοῦ ἀρδρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτη σχεδιαγράμματι ὡς πίνακος Α, ἐξ ἀρδρων 38 καὶ ἐτέρου πίνακος ὑπὸ τίτλου «Πίνακες Β' Κόστος—Ἐξοδα—Βάρη», ἡς τὸ κείμενον ἔν τε τῇ Ἑλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρατίθεται.

“Ἡ ἰσχὺς τοῦ παρόντος ἀρχεται ἀπὸ τῆς δημοσιεύσεώς του εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 22 Αὐγούστου 1968

Ἐν Ὀνόμαιι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ ΓΕΩΡΓΙΟΣ ΖΩΙΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΟΕΔΡΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

ΤΑ ΜΕΛΗ

N. ΜΑΚΑΡΕΖΟΣ, ΙΩΑΝ. ΡΟΔΙΝΟΣ-ΟΡΛΑΝΔΟΣ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΘΕΟΦ. ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΤ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΤΛΟΣ, ΕΠΑΜ. ΤΣΕΛΛΑΟΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΣΠ. ΛΙΖΑΡΔΟΣ, ΛΟΤΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΑΠΟΣΤ. ΒΟΓΙΑΤΖΗΣ, ΚΩΝΣΤ. ΒΟΒΟΛΙΝΗΣ, ΝΙΚ. ΣΙΩΡΗΣ, Γ. ΓΕΩΡΓΑΚΕΛΟΣ, Γ. ΤΣΙΣΤΟΠΟΤΛΟΣ.

Ἐνθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους οφραγής.

Ἐν Ἀθήναις τῇ 24 Αὐγούστου 1968

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

Η. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος Ἀναζητήσεως καὶ Ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν περιοχὴν τοῦ Θερμαϊκοῦ κόλπου.

Προστίθεται

Δεδομένου ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξὺ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς TEXACO Inc. σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δεδομένου ὅτι ὑπὸ ἡμερομηνίας 15 Ιουνίου 1967, 30 Οκτωβρίου 1967 καὶ 21 Φεβρουαρίου 1968 ἀντιστοίχως, ἀντηλλάγματαν ἐπιστολαὶ μεταξὺ τοῦ Ὑπουργείου Βιομηχανίας καὶ τῆς TEXACO Production Services Ltd., παράρτημα τῆς πλήρους κυριότητος τῆς TEXACO Inc., δι' ὧν ἐτέθησαν οἱ βασικοὶ δροὶ σχεδιαζομένης συμβάσεως βάσει τῶν διατάξεων τοῦ δικτύου 5 τοῦ Νόμου 3948/59 περὶ ἀναζητήσεως ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων κατόπιν.

Δεδομένου ὅτι συνεφωνήθη ὅτι τοιαύτη ἀπ' εὐθείας σύμβασις, κυρωθησόμενή διὰ Νόμου, θὰ κατηρτίζετο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ μιᾶς ἐξ ὀλοκλήρου Αμερικανικῆς Ἐταιρείας, θυγατρὸς τῆς TEXACO Inc., καὶ

Δεδομένου ὅτι, ἡ TEXACO Production Services Ltd., παράρτημα τῆς πλήρους κυριότητος τῆς TEXACO Inc., διὰ τῆς ἀπὸ 20 Μαΐου 1968 ἐπιστολῆς της, ἐδήλωσεν ὅτι αἱ ἀνωτέρω διαπραγματεύσεις ἐγένοντο ὑπὸ αὐτῆς διὰ λογαριασμὸν τῆς TEXACO Overseas Petroleum Co., καὶ

Δεδομένου ὅτι, ἡ TEXACO Overseas Petroleum Co., ἡ οποτελεῖ ἐπίσης παράρτημα πλήρους κυριότητος τῆς TEXACO Inc., βάσει τῶν Νόμων τῆς Πολιτείας Ντελαγούνερ τῶν Ἕνωμένων Πολιτειῶν τῆς Ἀμερικῆς μὲ δόραν τὸ Ντόμπερ Ντελαγούνερ, ὑπεδείχθη ὡς ἡ ὑποκατάστασις Ἐταιρείας διὰ νὰ καταρτίσῃ τὴν σύμβασιν μετὰ τοῦ Ἑλληνικοῦ Δημοσίου.

Διὰ ταῦτα

Μεταξύ:

1) Τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεζῆς «Τὸ Ἑλληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας κ. Κων/νου Κυπραίου, καὶ

2) Τῆς TEXACO Overseas Petroleum Co., ἀποκαλουμένης ἐν τοῖς ἐφεζῆς «ἡ Ἐταιρεία» ή «Μισθώτρια», ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου τῆς κ. R. N. Harding, ἐνεργοῦντος βάσει εἰδικοῦ πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἐταιρείας ὑπὸ ἡμερομηνίαν 9 Μαΐου 1968, ὥστε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

Κατηρτίσθη ἡ παροῦσα σύμβασις μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω ὅρους καὶ συμφωνίας :

"Αρθρον 1.

'Αρχικαὶ Ἐρευνητικαὶ Περιοχαὶ

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἔργων καὶ ἔργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἐταιρείαν: "Οἶην τὴν θαλασσίαν περιοχὴν τοῦ Θερμαϊκοῦ κόλπου ἢ δόποια καθορίζεται διὰ τῆς δριογραμμῆς αὐγιαλοῦ καὶ παραλίας καὶ κείται βορείως γραμμῆς βορειοανατολικῆς διευθύνσεως ἀπό :

Σημεῖον Α (x : + 10600 Ψ : + 27650)
(Κέντρον φύλλου χάρτου ΒΟΛΟΣ
1 : 100.000 L : 390 15' M : - 00 45')
εἰς

Σημεῖον Β (x : + 3150 Ψ : + 22800)
(Κέντρον φύλλου χάρτου ΚΑΣΣΑΝΔΡΑ
1 : 100.000 L : 390 45', M : - 00 15')

Αἱ συντεταγμέναι ἀναφέρονται εἰς τὸ Ἑλληνικὸν ἔθνικὸν τριγωνομετρικὸν δίκτυον.

Ἐμβαδὸν ἑκτάσεως : 5.000 τετρ. χιλμ. περίπου.

"Η ὡς ἄνω περιγραφομένη ἀρχικὴ πρὸς ἐρευναν περιοχὴ ἐμφαίνεται δι’ ἐρυθρᾶς γραμμῆς ἐν τῷ συνημμένῳ χάρτῃ ὑπὸ κλίμακα 1 : 200.000, δ ὁποῖος ἀποτελεῖ ἀναπόσπαστὸν μέρος τῆς παρούσης συμβάσεως καὶ συνημμένος ὡς πίναξ Α.

"Αρθρον 2.

Δικαίωμα Ἀνανεώσεως καὶ Περιορισμοῦ
τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. "Η ὡς ἄνωτέρω πρὸς ἐρευναν ἔκτασις δίδεται εἰς τὴν Ἐταιρείαν διὰ περίοδον 4 ἑτῶν ἀπὸ τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως.

2. "Ἐνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ τετάρτου ἔτους ἡ Ἐταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους, οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τετάρτου ἔτους. Οἱ ἐπιστρεφόμενοι οὗτω χώροι θὰ ἔχουν ἔκτασιν ἵσην πρὸς τὰ 25 % τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἐρευναν χώρου.

3. "Ἐφ' ὅσον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἔργασίας ὑποχρεώσεις τῆς κατὰ τὴν τετραετίαν ὡς ἐν ἀρθρῷ 3 καὶ 4 τῆς παρούσης συμβάσεως ὁρίζεται καὶ προέβη εἰς τὰς ὑπὸ στοιχεῖον 2 ἀνωτέρω ὑποχρεώσεις τῆς ἐπιστροφῆς, ὡς εἰς τὴν Ἐταιρείαν παραμένων χῶρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαίωμα δι’ ἑτέραν περίοδον 2 ἑτῶν (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 4ου μέχρι τῆς λήξεως τοῦ 6ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

4. "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ ἔκτου ἔτους ἀπὸ τῆς ἰσχύος τῆς συμβάσεως (τέλος πρώτης περίοδου ἀνανεώσεως) ἡ Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς ὡς ἀπεφάσισε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ ἔκτου ἔτους.

Αἱ περιοχαὶ αἵτινες θὰ ἐπιστρέψωνται ὡς ἄνω θὰ ἀποτελοῦν τὰ 25 % τούλαχιστον τῆς ἀρχικῆς περιοχῆς.

5. "Ἐφ' ὅσον ἡ Ἐταιρεία ἐξεπλήρωσε τὰς εἰς ποσὸν ἐπενδύσεις καὶ ἔργασιῶν ὑποχρεώσεις τῆς κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (4ον μέχρι λήξεως τοῦ 6ου ἔτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως), ὡς καθορίζονται αὗται ἐν ἀρθρῷ 3 καὶ 4 τῆς παρούσης καὶ ἐφ' ὅσον ἐπραγματωποίησεν τὰς ἐπιστροφὰς χώρων ὡς καθορίζονται αὗται ὑπὸ στοιχεῖον 4, οἱ ὑπολοιπόμενοι εἰς χεῖρας τῆς Ἐταιρείας γόροι θὰ παρακρατῶνται παρ' αὐτῆς αὐτοδικαιών δι’ ἑτέραν περίοδον ἐνὸς ἔτους (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 6ου μέχρι λήξεως τοῦ 7ου ἔτους, ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

6. "Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλιζούσας εἰς τὴν Ἐταιρείαν

οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην της, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθη ὡς ἐκ τούτου παρὰ τῆς Ἐταιρείας αἴτησις παραχωρητηρίου, συμφώνως τῷ ἀρθρῷ 5 παρ. 1 πρὸ τῆς παρούσης τοῦ ἐβδόμου ἔτους, πᾶς χῶρος κατεχόμενος παρὰ τῆς Ἐταιρείας κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης συμβάσεως θὰ ἐπιστρέψεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα συμφωνία θὰ θεωρηται λήξασα.

7. "Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὰ πρῶτα ἐπτὰ ἔτη διαρκείας τῆς παρούσης συμφωνίας ἡ Ἐταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τινὰ τῶν ἀρχικῶν ἐρευνητικῶν περιοχῶν εἰς ποσότητας ἐξασφαλιζούσας, κατὰ τὴν κρίσιν τῆς Ἐταιρείας, τὴν δυνατότητα οἰκονομικῶν συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὐτὴ ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἀρθρῷ 5 παρ. 1 καὶ 2 ὁρίζομενα, τότε (1) ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 7ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως (τέλος τῆς δευτέρας ἀνανεωθείσης περιόδου) ἡ Ἐταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὁποίας ἐπέλεξεν νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ ἐβδόμου ἔτους.

Αἱ περιοχαὶ αἱ ὁποῖαι θὰ ἐπιστραφοῦν θὰ εἰναι 25 % τούλαχιστον τῆς ἀρχικῆς περιοχῆς (2). "Η Ἐταιρεία θὰ δικαιούται μετὰ τὸ πέρας τοῦ ἐβδόμου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως νὰ διατηρῇ, καθ' ὅλην τὴν διάρκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως, πρὸς ἐκμετάλλευσιν ἀπόσας τὰς ἐρευνητέας περιοχὰς ἃς ἔχει ἡ Ἐταιρεία μετὰ τὰς ὡς ἄνω (1) ἐπιλεγέσας πρὸς ἐπιστροφὴν περιοχάς. "Ως ἐκ τούτου εἰς ἦν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπέλεγχοσαν παραχωρήσεις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου ὅρους, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης παρ. 7, θὰ ισοῦται πρὸς τὰ 25 % τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου μείον τῶν τυχὸν ἐπιστραφέντων πρὸ τῆς παραλεύσεως τῶν 7 ἑτῶν ἐκουσίων χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ μείον τῶν περιοχῶν διὰ τὰς ὁποίας ἡ Ἐταιρεία κατέχῃ κατὰ τὴν λήξιν τοῦ 7ου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. "Η ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2, 4 καὶ 7 ὡς ἄνω θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἐταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν ὅρον ὅτι ἔκαστος τῶν ἐπιστρεφομένων κεχωρισμένως χώρων δὲν θὰ είναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

"Οσάκις ἡ Ἐταιρεία ἐπιλέγει τοὺς ἐπιστρεφομένους χώρους θὰ ὑποβάλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1 : 10.000 ἐμφαίνοντα τὰς ἐπιστρεφομένας καὶ παρακρατουμένας περιοχάς.

Τὰ δρια, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου ἐπιστρεφομένων καὶ παρακρατουμένων χώρων, θὰ προσδιοίκησονται διὰ συντεταγμένων ἀναφερομένων εἰς τὸ Ἐθνικὸν τριγωνομετρικὸν δίκτυον.

"Αρθρον 3.

“Τυποχρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας

1. Κατὰ τὰ πρῶτα ἐπτὰ ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς ἐνέργειαν ἐρευνητικῶν ἔργων, καὶ κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως καὶ συμφώνων πρὸς τὸ ἀκόλουθον πρόγραμμα :

1ον ἔτος : Θαλασσία σεισμικὴ ἐρευνα ἀναγνωρίσεως (διὰ τῆς μεθόδου Digital) καὶ οἰοιδήποτε ἄλλοι τύποι ἐργασιῶν, ἀπαιτούμενοι δι' ἐκτέλεσιν γεωφυσικῶν ἀναγνωρίσεων, πρὸς καθορισμόν : πάχους στρωμάτων, ἀσυμφωνιῶν, γενικοῦ μεγέθους καὶ θέσεως τῶν κυριωτέρων τεκτονικῶν ἀνωμαλιῶν \$ 500.000

2ον έτος : Θαλασσία σεισμική έρευνα (διά της μεθόδου Digital) και έτεροι τύποι γεωφυσικών άναγνωρίσεων, οι οποίοι θα ήτο δυνατόν ν' απαιτηθούν πρὸς συμπλήρωσιν προγενεστέρων έργασιών, διὰ τὸν καθορισμὸν τῶν πλέον ἐλπιδοφόρων περιοχῶν διὰ γεωτρητικὴν έρευναν, ἐπὶ πλέον δὲ καὶ έρευνητικὰς γεωτρήσεις ὑπὸ τὸν δρόν διὰ τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ διὰ τὴν ἀποκτηθῆ ἐπαρκεῖς γεωφυσικαὶ πληροφορίαι	\$ 500.000
3ον έτος : 'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2550 μ.	\$ 1.000.000
4ον έτος : 'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2550 μ.	\$ 1.000.000
5ον έτος : 'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2550 μ.	\$ 1.333.000
6ον έτος : 'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2550 μ.	\$ 1.333.000
7ον έτος : 'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2550 μ.	\$ 1.334.000
"Ητοι ἐν συνόλῳ Δολλ. ΗΠΑ ...	\$ 7.000.000

Ἐπτὰ ἔκατον μύρια δολλάρια.

2. Ἐδών ἡ 'Εταιρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ ἐβδόμου ἔτους, ὡς ἐν ἄρθρῳ 2ῷ παρ. 7 ἐκτίθεται, θὰ ὑποχρεούται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς έργασίας εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργασίας, οὓς παρακρατεῖ μετὰ τὸ πέρας τοῦ 7ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως.

Κατὰ τετρ. χιλ/τρον

α) Καθ' δλην τὴν περίοδον τῶν τριῶν πρώτων ἔτῶν Δολλ. ΗΠΑ	900
β) Καθ' δλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν Δολλ. ΗΠΑ	1.500
γ) Καθ' δλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν Δολλ. ΗΠΑ	2.250
δ) Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν, (ῆτοι μετὰ τὸ τέλος τοῦ 16ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως Δολλ. ΗΠΑ	3.000

3. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς 'Εταιρείας κατὰ τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως δάσει τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τετραετὴ περίοδον καὶ τῶν ἐπομένων ἀνανεωμένων, ὡς ἀναφέρωνται αὐται ἐν τῷ παρόντι ἄρθρῳ παρ. 1, ἐπὶ πλέον τῶν ὑποχρεώσεων τῆς δι' ἐπενδύσην δι' ἔκαστον τῶν ἐτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας τῆς τῆς ἐπομένης ἢ τῶν ἐπομένων τριετῶν περιόδων.

Πᾶν ποσὸν ἐπενδύσμενον παρὰ τῆς 'Εταιρείας κατὰ τὰς ἐρευνητικὰς τῆς ἐργασίας δάσει τῆς παρούσης συμβάσεως καὶ καθ' οἰανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος, ὑπερβαίνον τὰς ρητῶς κατονομαζομένας ἐπενδύσεις, διὰ τὴν περίοδον ταύτην, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας τῆς τῆς ἐπομένης ἢ τῶν ἐπομένων τριετῶν περιόδων.

β) Ἐδών ἡ 'Εταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος ἐνὸς ἔτους ἢ μιᾶς τῶν περιόδων τοῦ παρόντος ἄρθρου διὰ τὰς ἐρευνητικὰς ἐργασίας τῆς, καὶ, εἰς τὴν περίπτωσιν τῶν ἐργασιῶν ἐκμεταλλεύσεως, συμφώνως πρὸς τὴν παρούσαν σύμβασιν, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, εἰς ἢ θὰ περιλαμβάνωνται καὶ ἀποσαι αἱ πιστώσεις ὡς ὑπὸ (α) ἀνωτέρω, ἡ 'Εταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἢ τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὸ ἵδιον ἔτος ἢ περίοδον ποσοῦ. Αἱ καταβολαὶ αὐται θὰ ἐνεργῶνται

τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωρῶνται διὰ τοῦ ἀποτελοῦν πλήρη συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περιοδον.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιούμενην παρὰ τῆς 'Εταιρείας, εἴτε ἐντὸς εἴτε καὶ ἔκτὸς τῆς Ἑλλάδος, οἰασθήσοτε φύσεως, καταβληθεῖσαν ἢ ὅφειλομένην παρὰ τῆς 'Εταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς, δάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶν τῶν δαπανῶν ὅργανώσεως, τῶν ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάρων καὶ τρίτων, ὥγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσει τῶν ὑπὸ στοιχείον γ κατωτέρω ἀναφερομένων) ὑπὸ τὸν δρόν ἐν τούτοις ὅτι ἐκ τῶν δαπανῶν ὅργανώσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν γενικῶν ἐξόδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10ο) τῶν ὑποχρεώσεων ἐπενδύσεως τῆς 'Εταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοίχους περιόδους.

β) Διὰ τὴν ἀφαρμογὴν τῆς παρούσης παρ. 4 ἐδ. α' μόνον.

Δαπάναι ὅργανώσεως θὰ θεωροῦνται, ἀπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς 'Εταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

"Εξόδα διοικήσεως θὰ θεωρῶνται ἀπασαι αἱ δαπάναι τῶν γραφείων, τῆς 'Εταιρείας ἐν Νέᾳ Ύόρκῃ ὡς καὶ δαπάναι χρεούμεναι ἢ ἐνεργηθεῖσαι παρὰ τῆς μητρὸς 'Εταιρείας καὶ ἢ ὑπὸ ἐλεγχομένων ἢ συγγενῶν 'Εταιρειῶν τῆς μητρὸς 'Εταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλὰς καὶ διαχειριστικὴν διοίκησιν, πρὸς τὸν σκοπὸν ἐκτέλεσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται ὅτι περιλαμβάνουν:

1. Τὸ μίσθωμα τῶν Διοικητικῶν καὶ Διαχειριστικῶν Γραφείων ἐν Ἑλλάδι ὡς καὶ ἀπάσας τὰς δαπάνας τὰς ἀναφερομένας εἰς τὴν συντήρησιν τῶν γραφείων τούτων ὡς π.χ. φωτισμός, θέρμανσις, τηλέφωνα κλπ.

2. Τὴν ὥγορὰν ἐπίπλων καὶ ἐφοδίων τῶν γραφείων τούτων καὶ πᾶσαι δαπάνην σχετιζομένην πρὸς τὴν ἐγκατάστασιν τούτων.

3. Τὴν ὥγοράν, συντήρησιν καὶ ἔξοδα λειτουργίας ἐπιβατικῶν αὐτοκινήτων ἐν Ἑλλάδι, πρὸς χρῆσιν τοῦ Γενικοῦ Διευθυντοῦ καὶ Διοικητικοῦ προσωπικοῦ.

4. Τὰς δαπάνας μετακινήσεως καὶ μετασταθμένσεως τοῦ ἀλλοδαποῦ προσωπικοῦ Διευθυντοῦ καὶ Διοικήσεως.

5. Τὰς δαπάνας τὰς ἀναφερομένας εἰς τὰξείδια ἐξωτερικοῦ δι' ἐργασίας τοῦ προσωπικοῦ Διευθυντοῦ καὶ Διοικήσεως.

6. Τὰς δαπάνας παραστάσεως ὀλοκλήρου τοῦ ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐδών ἡ 'Εταιρεία εἰς οἰανδήποτε στιγμὴν ὥγοράσῃ γεωτρήπανον (RIG) πρὸς τὸν σκοπὸν διεξαγωγῆς θαμέων γεωτρήσεων ἐρεύνης (φρεάτων) καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς δέσμος ὡς δρίζεται ἐν ἄρθρῳ 4 παράγραφος 5, ἡ 'Εταιρεία θὰ δικαιούνται νὰ πιστωθῇ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου, διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20ο) τῆς τιμῆς ὥγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα) ἐφ' δοσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιούντος τύπου γεωτρητικοῦ, δι' ἔκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἔχησιμο ποιηθῆ τὸ πρώτον ἐν Ἑλλάδι τὸ ὥγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ὥγορᾶς.

δ) Ἐδών ἀντιμέτωπας αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάρου ἢ διὰ γεωτρητικοῦ ἐκμισθωμέντος τῆς 'Εταιρείας ὑπὸ μετ' αὐτῆς συνεργαζομένου ἢ τρίτου, τότε ὀλοκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάρον ἀμοιβῆς ἢ διὰ διαφοράν τὸ μίσθωμα θὰ πιστοῦνται ἔναντι τῶν πληρότερων ποσού

ύποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, διάκις γίνονται καταβολαὶ εἰς τὸν ἔργολάθον, τοὺς συνεργαζομένους ἢ τοὺς τρίτους.

"Αρθρον 4.

"Υποχρεώσεις Ἐργασίας — Ἐρευναί.

1. Ἡ Ἐταιρεία ύποχρεοῦται νὰ ποιησται ἔναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἔργασιῶν ἐπὶ τοῦ ἔρευνητικοῦ τῆς χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ἰσχύος τῆς παρούσης συμβάσεως, ὅπας ὁ πρὸς ἔρευναν χώρος θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἔρευνητη γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρώτα τέσσαρα ἡπτα ἀπὸ τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπόν, διὰς δυνηθῆ ἡ Ἐταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἔρευνης.

2. Μία βαθεῖα ἔρευνητικὴ γεώτρησις θὰ ἀρχίσῃ ἐντὸς τῶν πρώτων 30 μηνῶν, ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τέλους τοῦ 3ου καὶ μέχρι τοῦ τέλους τοῦ 5ου ἑτούς θὰ ἐκτελεσθῶσιν τούλαχιστον ἔτεραι δύο βαθεῖαι ἔρευνητικαὶ γεωτρήσεις.

4. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ 5ου καὶ μέχρι τοῦ τέλους τοῦ 7ου ἑτούς θὰ ἐκτελεσθῶσιν εἰσέτι δύο τούλαχιστον βαθεῖαι ἔρευνητικαὶ γεωτρήσεις.

5. Αἱ προσαναφερθεῖσαι ἔρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνων δυναμένων νὰ φθάσωσι εἰς δάμος 3.300 τούλαχιστον μέτρων, ἐντὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδεῖξουν διὰ οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὄποιοι θὰ διατρηθῶν ἀπαίτουν γεωτρύπανον μεγαλυτέρας ἴκανοτητος.

6. Ἡ τοποθεσία τῶν ὡς ἄνω ἔρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἐταιρείας κατὰ τὴν κρίσιν τῆς.

7. Ήδην συμπληρωμοῦν ἔρευνητικαὶ ἔργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἐν ἕτος, θὰ πιστούνται ἔναντι τῶν ύποχρεωτικῶν ἔργασιῶν τοῦ ἐπομένου ἑτούς ἢ τῶν ἐπομένων ἐπιτῶν.

8. Ὡς βαθεῖα γεώτρησις νοεῖται γεώτρησις δάμους οὐχὶ ὀλιγώτερον τῶν 2500 μ., εἰς οιονδήποτε δάμος μετρούμενου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου, νοούμενων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἀρθρου, ὡς ἐκθέων ἔρευνητικῶν γεωτρήσεων καὶ τῶν ἀκολούθων γεωτρήσεων:

α) Οιαδήποτε γεώτρησις καθ' ἥν ἀνακαλύφθησαν ὑδρογονάνθρακες εἰς δάμος μικρότερον τῶν 2550 μ., εἰς οιονδήποτε δάμος μετεξὺ 750 καὶ 2550 μέτρων. Ἐν τούτοις ἐὰν τὸ χρυσταλλικὸν ἡ γρανιτικὸν ὑπόδειχμον συντηθῆται εἰς οιονδήποτε δάμος πρὶν ἢ τὸ φρέαρ φάσῃ τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρηθεῖ διαδεικτική γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἐταιρεία θὰ ύποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ ἀρχέτορος, εἰς δάμος 2550 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ (α) ἀνωτέρω προσβλέπεται, ἡ μέχρις τυνχνήσεως τοῦ χρυσταλλικοῦ ἡ γρανιτικοῦ τούτου ὑπόδειχμου εἰς οιονδήποτε δάμος ἢ μέχρις δάμου συντρέξουν οἱ κατωτέρω ὑπὸ στοιχείου (γ) προσβλέπομεναι προσκομέσεις, οιονδήποτε τῶν τριῶν τούτων γεγονότων ηθελε προκύψει ἐνώπιον.

γ) Οιαδήποτε γεώτρησις διὰ τὴν δύοταν τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνεῖ διὰ δὲν δικαιολογεῖται περιτέρω γεώτρησις. Ἐφ' δούν ἡ συμφωνία αὕτη ηθελε προκύψει πρὶν ἢ ἡ γεώτρησις φάσῃ τὸ δάμος τῶν 750 μέτρων, τότε ἡ γεώτρησις αὕτη δὲν θὰ θεωρηθεῖ διαδεικτική γεώτρησις καὶ ἡ Ἐταιρεία θὰ ύποχρεοῦται εἰς ἀνόρυξιν ἔτερου φρέατος εἰς δάμος 2550 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχείου (α) ὡς ἄνω

ὅρεται ἡ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἡ χρυσταλλικοῦ ὑποδέιχμου, εἰς οιονδήποτε δάμος τούτου, ἡ μέχρις δάμου τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησις δὲν δικαιολογεῖται εἰς τὸ φρέαρ τούτου, οιονδήποτε τῶν τριῶν τούτων γεγονότων ηθελε προκύψει ἐνώπιον.

Εἰς τὰς περιπτώσεις δι' ἀς τὰ στοιχεῖα (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀργικοῦ φρέστος προστιθέμενον εἰς μέτρα γεωτρήσεως τοῦ συμπληρωματικοῦ φρέστος δὲν θά είναι ἔλασσον τῶν 2550 μ. Ἐπειτάσσει μὴ συμμορφώσεως πρὸς τὴν ἡνὶ προηγουμένη φράσει προϋπόθεσιν ἐντὸς τῶν κανονισμένων χρονικῶν ὅριων, ἡ Ἐταιρεία θὰ ύποχρεοῦται νὰ καταβάλῃ εἰς τὸ Δημόσιον τὸ ποσόν τῶν Δολλ. ΗΠΑ 350, δι' ἔκαστον μέτρου, καθ' ὃ ὑπολείπεται τὸ ἀδροισμά τῶν μέτρων τοῦ ἀργικοῦ καὶ τοῦ συμπληρωματικοῦ φρέστος, τοῦ ποσοῦ τῶν 2.550 μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἀνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις, ἐν τῷ συνόλῳ τῶν λαμβανόμεναι θὰ θεωρῶνται ως μία διαδεικτικὴ γεώτρησις κατὰ τοὺς δρους τοῦ παρόντος ἀρθρου.

Πλὴν ἀντιθέτου ἀμοιβαίσας ἵκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, τὸ πρόσθετον φρέαρ δι' ὃ τὰ ὡς στοιχεῖα (β) καὶ (γ) θὰ κείται ἐντὸς τῆς αὐτῆς ἀρχικῆς ἔρευνητικῆς περιοχῆς, ἐντὸς τῆς δύοις ἔκειτο τὸ ἀντικαμιστάμενον φρέστο.

9. Ἐὰν ἡ Ἐταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οιονδήποτε ἔρευνητικοῦ φρέστος εἰς οιονδήποτε δάμος καὶ χώρις νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονανθράκας καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τούτο, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ πράξῃ τούτο κατὰ τὴν ἐλευθέρων τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως δι' ἔτερας διαδεικτικὴς γεωτρήσεως κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου. Ἐὰν ἐν τούτοις τὸ Ἐλληνικὸν Δημόσιον κέκτηται σοδαρούς τεχνικοὺς λόγους νὰ πιστεύῃ διὰ ἡ ἀνακάλυψις ὑδρογονανθράκων θὰ ήτο διατή εἰς μεγαλύτερον δάμος, τὸ Ἐλληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τὴν, παρὰ τῆς Ἐταιρείας, συνέχισιν τῆς γεωτρήσεως τοῦ φρέστος τούτου, ὑπὸ τὸν δρον διὰ τὴν γεωτρήσεως τοῦ φρέστος τούτου, διὰ τὸν δρον διὰ τὴν αἵτησις αὐτῆς θὰ ἐγένετο πρὸ τῆς μετανέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ διὰ τὴν περαιτέρω τὸ Ἐλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικανούμενην εἰς δάμος μεγαλύτερον τῆς ἵκανοτητος τοῦ γεωτρυπάνου.

Ἡ Ἐταιρεία ύποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἀντηρησιν τοῦ Ἐλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολούθους δρους:

α) Ἡ συμπληρωματικὴ γεώτρησις θὰ γίνῃ δικάναις τοῦ Ἐλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλῃ τῇ Ἐταιρείᾳ παταγάνη τῆς τοιαύτης γεωτρήσεως συμφώνως πρὸς τὰς ὑπὸ τῆς Ἐταιρείας, διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανομένων τῶν ποσοστῶν ἀποσθέσεως τῶν προβλεπομένων ἐν Πίνακι B, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεωτρήσην μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστοῦ 10ο). Αἱ τοιαύται πληρωμαὶ θὰ γίνωνται δάμοι μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποστολῆς, παρὰ τῆς Ἐταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

Ἐν περιπτώσει μὴ ἐμπροδέσμου καταβολῆς τοῦ ὡς ἀνω ποσοῦ ἡ Ἐταιρεία δικαιοῦται νὰ διακόψῃ ὑδριστικῶς τὴν γεώτρησιν καὶ νὰ ἀποσύρῃ τὸ γεωτρύπανόν της.

β) Τὸ Ἐλληνικὸν Δημόσιον θὰ ἀναλαμβάνῃ πάντα κίνδυνον συνδέομενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πλήρη εὐδύνην διὰ πάσταν ζημίαν ἢ ηθελεν ὑποστῆ ἡ Ἐταιρεία ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεωτρήσεως, ἐξαιρέσει τῶν τυχὸν περιπτώσεων διαρείας ἀμελείας ἐκ μέρους τῆς Ἐταιρείας.

γ) Ἐφ' δούν ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ηθελε προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ύποχρεώσεων ἔργασίας τῆς Ἐταιρείας συμφώνως τῷ παρόντι ἀρθρῷ, καὶ καθυστερήσεις εἰς τὸ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν διοίδητος τῶν τριῶν τούτων γεγονότων ηθελε προκύψει ἐνώπιον.

δ) Ἐν περιπτώσει καθ' ἥν ηθελε προκαλέσῃ γεώτρησις εἰς τὸ ὡς ἀνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονανθράκων, εἰς ποσότητας ἐξασφαλίζοντας

τὰ τὴν ἑλευθέριν τῆς Ἐταιρείας κρίσιν οἰκονομικῶς ἀσύνηρον διὰ τὴν Ἐταιρείαν ἐκμετάλλευσιν, ἡ Ἐταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτήσηται καὶ λάθη παραχώρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν ως ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως ὅριζεται, τῆς Ἐταιρείας ἀποχρεουμένης ως εἰκὼς ἐν τῇ περιπτώσει ταύτη γὰρ πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ τριάκοντα ἡμέρας μετὰ τὴν δήλωσιν ὑπὸ τῆς Ἐταιρείας τὸ προβλεπόμενον διὰ τῶν παρ. 1 καὶ 2 τοῦ ἄρθρου 5, ποσὸν ἐξικνούμενον εἰς τὸ διπλάσιον εποίησης ποσοῦ τοῦ ὁποίου ἐπλήρωσε τὸ Ἑλληνικὸν Δημόσιον τῇ Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν ἐνόπιον προς 100ο) ἐτησίως).

Τὰ οὕτω πληρωνόμενα ποσά, θὰ λαμβάνωνται ως δαπάναι τῆς Ἐταιρείας διὰ τὰς ἐν ἄρθρῳ 3 προβλεπομένας ὑποχρεώσις.

"Ἀρθρον 5.

Δικαίωμα τῆς Ἐταιρείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν.

Ἄριθμὸς καὶ χρόνος διαρκείας τούτων.

1. "Ἐὰν καθ' οἰονδήποτε χρόνον καθ'" δν ἡ Ἐταιρεία διατείχει ἐρευνητικὰ δικαιώματα βάσει τῆς παρούσης συμβάσεως ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς Ἐταιρείας τὴν οἰκονομικῶς σύμφορον, εἰς ἐμπορικὴν κλίμακα, ἐκμετάλλευσιν τούτων διὰ ταύτην, αὐτῇ, μετὰ τὴν ὑποδολήν τοῦ, τὸ Ἑλληνικὸν Δημόσιον ἐπαρκῶν ἀποδεῖξεων τῆς τοιμῆτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηρίζουμενην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ὧς επερχομένη» ἡ «παραχωρήσις πρὸς ἐκμετάλλευσιν», περιλαμβανούσε τὸ φρέαρ τοῦτο ὑπὸ τοὺς δρους τῶν παρ. 2, 3 καὶ 4 τοῦ πρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἄρθρου (11) τοῦ Νόμου 3948)1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποδολήν τοῦ ὁποίου.

2. Λαβὲ τῆς στιγμῆς τῆς γνωστοποίησεως, συμφώνως πρὸς τὰ ἐν ἄρθρῳ 3 τοῦ Νόμου 3948)1959 ὅριζόμενα, αἱ τὸ Υπουργείον Βιομηχανίας τῆς ἐπιλεγέσης περιοχῆς, ἡ Ἐταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπὸ αὐτῆς τοιμεγίσης περιοχῆς ἡ περιοχῶν.

3. Η μεγίστη ἔκτασις ἐκάστης παραχωρουμένης περιοχῆς, δὲ εἰναι ἐσακιώς πεντήκοντα τετραγωνικὰ χιλιόμετρα, οἰουμένος τὴν καθορίζομένου παρὰ τῆς Ἐταιρείας.

Ἐὰν ἐν τούτοις ἡ Ἐταιρεία δύναται νὰ ἀποδεῖξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, ὅτι ἡ πιθανὴ ἔκτασις τοῦ παραγωγοῦ χώρου ὑπερβαίνει τὰ κεντήκοντα τετραγωνικὰ χιλιόμετρα (50 τετρ. χιλ.) τρα) τότε ἡ Ἐταιρεία θὰ δικαιοῦται εἰς παραχωρήσιον ἔκτασεως πρὸς ἐκμετάλλευσιν μεγαλύτερας τῶν 50 τετραγ. χιλιόμετρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ (100) ἑκατὸν τετραγ. χιλιόμετρα.

4. (1) ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν δν δικαιούσει νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαιούσει τὴν Ἐταιρείαν, βάσει τῆς παρούσης συμβάσεως, εἰναι ἀπειρότερος. Εκάστη δὲ νέα γεωτρητικής τῆς Ἐταιρείας εἰς ἐρευνητικούς χώρους ἀνήκοντας εἰς τὴν Ἐταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυνατέν, νὰ παραχάγη ὑδρογονανθράκας, θὰ παρέχῃ εἰς τὴν Ἐταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν γένεις παραχωρήσεως ὑπὸ τοὺς δρους τοῦ παρόντος ἄρθρου.

5. Η διάρκεια ἐκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν δὲ εἰναι εἰκοσιοκτατής (28), ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποδολῆς δηλώσεως, δι' ἐκάστην παραχωρήσιν, πρὸς ἐκμετάλλευσιν.

Ἐξ ὅσου ἡ Ἐταιρεία συγεμορφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς κακούς ἐκάστας παραχωρήσεις ἐκμετάλλευσεως, ἡ 28ετὴς πολ. περιόδος θὰ παρατείνεται αὐτομάτως δι' ἑτερα 10 ἔτη, καὶ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς δρους τῆς παρούσης τοιμεγίσεως. ὑπὸ τὸν δρον ἐν τούτοις, δι' οἰαδήποτε προσωπικής τοῦ Νόμου 3948)1959, ἐφαρμοζόμεναι γενικῶς

ἐπὶ τῆς ἐκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμοζῶνται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων ὡν παρατείνεται ως ἄνω ἡ ισχύς, ὑπὸ τὸν δρον δι' τροποποίησις τοῦ Ν. 3948)1959 δὲν θὰ ἔχῃ ως συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

"Ἀρθρον 6.

Τοποχρεώσεις ἐκμεταλλεύσεως καὶ παραχωρήσης τῆς Ἐταιρείας.

1. "Αυτὴ τῇ, κατὰ τὸ προηγούμενον ἄρθρον 5 τοῦ παρόντος, ὑποβολῆ τῆς προβλεπομένης ἐν ἄρθρῳ 3 τοῦ Νόμου 3948)1959 δηλώσεως δι' ἐπιλεγέσαν παρὰ τῆς Ἐταιρείας περιοχὴν, αὐτὴ θὰ προθῇ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως ὡρίων (DELINATION) καὶ ἀναπτύξεως εἰς ἀπότασιν μεταξύ των τοικύτην ἡτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἐταιρείας καὶ κατὰ τὰ διεθνῆς τεχνικῶν τῆς Ἐταιρείας καὶ κατὰ τὰ διεθνῆς τεχνικῶν παραδειγμένα, νὰ ἐξασφαλίζῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατὴν διάρκειαν.

2. "Ἡ Ἐταιρεία θὰ συνεχίῃ παραγωγικὴν ἐργασίαν κατὰ τοὺς κανόνας τῆς τέχνης ὑπὸ τὰς προϋποθέσεις τῆς παρ. 3 τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῆς κανόνας καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίζῃ πάντοτε τὴν μεγίστην τελικῶν περιόδους.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ Ἐταιρεία θὰ ὑποχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νὰ προθῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἐκάστοτε ὑφισταμένων ἐγκατεστάσεων τῆς, εἰς ρυθμὸν δοτίς συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια:

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τέχνης.

β) Εἶναι ἐπιβλαβής εἰς τὸν σκοπὸν τῆς, ἐν τελευταίᾳ ἀναλύσει, μεγίστης ἀποδόσεως καὶ

γ) Δὲν είναι οἰκονομικῶς συμφέρον, ήτοι δὲν ἐξασφαλίζει εἰς τὴν Ἐταιρείαν κέρδος.

4. Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ δι' αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς Ἐταιρείας δὲν ἔντεκταις εἰς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἰκεῖόποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικάς γεωλογίας καὶ γεωτρήσεις καὶ ἐρευνητικάς γεωτρήσεις εἰς έάδος, πρὸς τὸν σκοπὸν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποίησεως ταύτης.

Εἶναι αὐτονόητον δι' ἐὰν ἡ Ἐταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ Ἑλληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἄρθρῳ 26 ὅριζόμενα, κατὰ τὴν διάρκειαν τῆς ὑποίας ἡ Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιηστῇ: ἐνχρέιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

"Ἀρθρον 7.

Ἐπιτρεπόμεναι ἐργασίαι παρὰ τῆς Ἐταιρείας — Περιορισμοί.

1. "Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογίας, γεωφυσικάς καὶ οἰαδήποτε ἐτέρων ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἰκεῖόποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικάς γεωλογίας καὶ γεωτρήσεις καὶ ἐρευνητικάς γεωτρήσεις εἰς έάδος, πρὸς τὸν σκοπὸν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς κείρας τῆς Ἐταιρείας δέσει τῆς παρούσης συμβάσεως καὶ" οἰαδήποτε στιγμήν.

2. "Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύξῃ τὰς κακούς τοῦ Νόμου 3948)1959 δηλώσεως καὶ παραχωρήσεως καὶ ἀνοίγῃ φρέατας ἐκμεταλλεύσεως καὶ νὰ ἐξορύσῃ τοὺς ἀνακαλύψεωντες ὑπὸ τὴν δηλώσεων.

3. "Ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀποδέξῃ τὸν σκοπὸν τῆς παραχωρήσεως ὑδρογονανθράκων, νὰ τοὺς ὑπὸ τὸν δρον παρατηρήσῃσιν, ἀποχωρισμὸς ὑδάτος καὶ ιερμάτων, ἀποδείξεως. ἀπογωρισμὸς τῆς φυσικῆς θενδρίνης (NATURAL GASOLINE) ἐκ τῶν φυσικῶν ἀερίων) καὶ νὰ τοὺς μεταφέρῃ.

4. "Ἡ Ἐταιρεία θὰ ἔχῃ τὴν κυριότητα ἐπὶ ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ

δικαίωμα της έλευθερας αύτων διαθέσεως, είτε διά της πωλήσεως των εἰς τὴν ἐγχώριον ἀγοράν, είτε διά της ἐξαγωγῆς των, τηρουμένων δικαιώματων ἐν ἄρδρῳ 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ὑπὸ τοῦ παρόντος ἄρδρου δικαιώμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, ἡ μισθώσια Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγέρῃ ἢ νὰ ἀναβάσῃ τὴν ἀνέγερσιν καὶ ἡ νὰ χρησιμοποιῇ καὶ ἡ νὰ μισθώσῃ παρὰ τρίτων ἀποδήματος πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς, δι’ ἄργὸν πετρέλαιον, ἡ ἀέρια, δισχωριστάς, ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγομένων ὑπὲρ τῆς ἀντῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ θενάρης, ἐγκαταστάσεις ἀφαιρέσεως θείου κλπ. δευτερεούστας σιδηροδρομικὰς γραμμάς, ἐγκαταστάσεις ἀποδημητών σταθμούς καὶ Ἐλληνικὸς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποδήματος, μηχανολογικὰ ἐργαστήρια, τηλεφωνικὰς καὶ ἀστιοφωνικὰς ἐγκαταστάσεις καὶ πᾶσαν ἐτέραν ἐγκαταστάσεις διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν καὶ ἡ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἐταιρείας μόνον ἐφ’ ὅσον αἱ ἥδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἐλληνικὸν Δημόσιον ἡ ἄλλην κρατικὴν ὑπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοπούς τῆς Ἐταιρείας ἡ ὅταν ἡ χρησιμοποιήσις των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἐταιρείαν.

6. Ἡ Ἐταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εὐόδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως νὰ ἀποκενθράνῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὅποιους κατέχει εἰς οἰανδήποτε στιγμὴν δάσεις τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ ΓΕΝ, τὴν ὅποιαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἀγενούσιον σοθαροῦ λόγου.

7. Τὸ Ἐλληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν Ἐταιρείαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας Ἀρχῆς, συμπεριλαμβανομένων τῶν Στρατιωτικῶν Ἀρχῶν, τῶν ἀναγκαιούσων πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραφούμενων σκοπῶν.

Ἐφ’ ὅσον ἡ καθυστέρησις ἡ ἔλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἡ ἐγκρίσεων καθιστᾶ ἀδύνατον ἡ καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς πᾶσα προκύπτουσα καθυστέρησις ἡ παράλειψις ἐκτελέσεως οἰωνῆστοτε τῶν, κατὰ τὴν παρούσαν, ὑποχρεώσεων τῆς Ἐταιρείας, δὲν θὰ ἀποτελῇ παράβασιν τῶν δρων τῆς παρούσης καὶ θὰ θεωρήται ὡς περίπτωσις ἀνωτέρας δίας κατὰ τὰς διατάξεις τοῦ ἄρδρου 25 τῆς παρούσης συμβάσεως.

8. Ἡ Ἐταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης ἀναλαμβάνει τὴν ὑποχρέωσιν, διπλῶς διενεργῆ ἐκρήξεις δι’ αεριοθόλου ἡ διὰ χρησιμοποιήσεως ἐτέρας ἐφαρμοζούμενης μεδόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἐξαιρετικὰς περιπτώσεις καθ’ ἀριστερά μέθοδοι δὲν εἶναι δυνατὸν γὰρ ἀποδώσουν ικανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποιήσις ἐκρήτικῶν ὑλῶν.

9. Αἱ γεωφυσικαὶ ἔρευναι, αἱ γεωτρήσεις καὶ ἡ ἐκμετάλλευσις ἀνακαλυφθησούσι πετρελαίου ἐντὸς τῆς θαλάσσης θέλουσι λάβεις χώρων καὶ ὑπὸ τὰς κάτωθι προϋποθέσεις.

α) Αἱ ἐργασίαι δὲν θὰ ἐπιφέρουν ούσιώδεις μεταμορφώσεις ἀκτῶν καὶ θυμῶν τῆς περιοχῆς.

β) Δὲν θὰ ἐπηρεάσεται δυσμενῶς ἡ Ναυσιπλοΐα εἰς τὸν Θερμαϊκὸν κόλπον ίδια δὲ εἰς τὸ στενὸν Α. Μεγάλου ἐμβόλου (Καραμπουργοῦ) νησίσις Καθούρας, (εἰσοδοι κόλπου Θεσσαλονίκης κυρίως κατὰ τὰς δύμιλαδεις ἐποχάς).

γ) Θὰ ἀπαγορευθῶσιν αἱ ἐργασίαι εἰς εὐθυγραμμίσεις ράδιοφάρων κλπ. τὰ τυχόν δὲ χρησιμοποιηθήσομενα πλωτὰ μέ-

σα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλασσῃ.

δ) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα δέον νὰ παραχγεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Δ)ντιν Υδρογεράφιας BN πρὸς ἔκδοσιν τῶν σχετικῶν Ἀγγελιῶν καὶ Προσχρετικῶν τοῖς Ναυτιλλομένοις.

ε) Αἱ ἐργασίαι θὰ διακρίπτωνται ἐκτάκτως, ἐφ’ ὅσον ἥδεις κριμῆ ἀναγκαῖον διὰ λόγους ἐδινικῆς ἀσφαλείας καὶ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ἔως διο τού ἐκλείψισιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἀνευ οὐδεμίας ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται διτι μία τοιαύτη διακοπὴ τῆς ἐργασίας θὰ θεωρηθῇ ὡς προξενηθείσα ἐξ ἀνωτέρας δίας συμφώνων πρὸς τὸ ἄρδρον 25 τῆς παρούσης συμβάσεως.

“Αρθρον 8.

Καταβολὴ στρεμματικοῦ.

Ἡ Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον στρεμματικὸν φόρον, διτις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐπὶ ἀπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμὴν, συμφώνως τῇ παρούσῃ συμβάσει.

Ἡ καταβολὴ τοῦ φόρου τούτου ἀρχεται ἀπὸ τῆς στιγμῆς καθ’ ἦν ἡ Ἐταιρεία καθίσταται μισθώτρια παραχωρήσει.

“Αρθρον 9.

Δικαιώματα.

1. Ἡ Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον δικαιώματα ἐκ 12,500ο ἐπὶ πάσης ποσότητος παραχωρήσεων καὶ μετρουμένων, κατὰ τὰ ἐν παρ. 3 τοῦ παρόντος ἄρδρου, ὑδρογονανθράκων (ἄργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ’ αὐτῆς, κατὰ τὴν διάρκειαν τῶν ἐργασιῶν (κυρίως καιόμενα ἀέρια (FLAMMED GAS) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἄργον πετρελαίου καὶ φυσικῆς ἀέριον θὰ καταβάλλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἐλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἰδος. ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκάστου ἡμερολογιακοῦ ἐξαμήνου τὸ Ἐλληνικὸν Δημόσιον θὰ γνωστοποιῇ τὴν Ἐταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ γὰρ εἰσπράξῃ τὸ σύνολον ἡ τμῆμα τῶν δικαιωμάτων του εἰς εἰδος κατὰ τὸ ἐπόμενον ἡμερολογιακοῦ ἐξαμήνου, πλὴν ἐπιτεύξεως ἀμοιβαίων ἴκανοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἐλληνικοῦ Δημοσίου καὶ Ἐταιρείας ἐπὶ τοῦ θέματος τούτου.

Τὰ δικαιώματα ἐπὶ τῆς φυσικῆς βενζίνης θὰ καταβάλλωνται πάντοτε τοῖς μετρητοῖς.

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἄργὸν πετρέλαιον, εἰς τὰς ἀποδημητικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἐταιρείας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς κεφαλαῖς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τούτον ἡ Ἐταιρεία ὑποχρεούται διπλῶς ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεις ἀποτελέσματα. Η Εταιρείας διὰ τὰς δύμιλαδεις ἐποχάς.

4. Τὸ Ἐλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἰδος δικαιώματα του ἐπὶ τοῦ ἄργον πετρελαίου εἰς τὰς ἀποδημητικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἐταιρείας ἐντὸς

40 ήμερων ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἑτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἡ δὲ Ἐταιρεία ὑποχρεοῦται νὰ ἀποδημητεῖ, τῇ εὐθύνῃ τοῦ Ἑλληνικοῦ Δημοσίου, τῆς Ἐταιρείας οὕσης ὑπευθύνου δι' οἰανδήποτε ἀπόλεινη ἡ ζημίαν προερχομένην ἐξ ἀμελείας τῆς, εἰς τοὺς ἀπόδημους τοὺς χώρους τοῦ ἔργοταξίου τῆς κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ήμερων ἀνευ οὐδεμιᾶς ἐπιβαρύσων τοῦ Δημοσίου τὸ οὐτωσεὶ εἰς τὸ Δημόσιον παραδομῆρόμενον ὃς δικαιώματα ἀργὸν πετρέλαιον. Ἐν περιπτώσει καὶ δὲ τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἰδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαμέση ἐλευθέρως τοῦτο, ὅποτε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἡ νὰ ἐξακολουθήσῃ νὰ τὸ κρατῆ ἀποδημητεύμενον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποδημεύτρων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποδημεύσεως, σὺν 100)ο.

5. Ἡ κυριότης τοῦ ἀργοῦ πετρελαίου καὶ ἡ τοῦ φυσικοῦ ἀερίου παραδιδομένων ὡς δικαιώματα εἰς τὸ Ἑλληνικὸν Δημόσιον, θὰ μεταβιβάζεται εἰς τὸ σημεῖον παραδόσεως αὐτῶν.

6. Ἔνας ἡ Ἐταιρεία εἶναι ίδιοκτήτρια καὶ ἐκμεταλλεύεται οἰνόθυπτο ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται γάρ αἰτήσηται τὴν μεταφορὰν παρὰ τῆς Ἐταιρείας τῶν ἀνηκούσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρι οἰουδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὖτη θὰ πραγματοποιηθεῖ παρὰ τῆς Ἐταιρείας ἔναντι καταβολῆς δαπανῶν πλέον 100)ο.

Ἡ περούσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας γάρ κατασκευάσῃ ἀγωγούς ἡ οἰανδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν δύον τυχὸν ἔχει ἡ ἐκμεταλλεύεται, οὐδὲ καὶ γάρ ἀνέγειρη οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἡ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς, πλὴν ἑτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τούτου.

7. Ηδὸν τοῦ χρόνου καὶ δὲ τῆς Ἐταιρείας θὰ καταστῇ ἐξαγωγεὺς ἐγκατάστασιν ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (POSTED PRICE) τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου ἡ ἑτέρων ὑπαρχόντων ἐν Ἑλλάδι: Διύλιστηρίων διὰ τὸ ἀργὸν πετρελαίου τὸ ἀγοραζόμενον ἦτο τὴν Ἐταιρείαν, ὡς τοῦτο ὅριζεται εἰς τὸ ἄρθρον 12 παρ. 9 (α).

Ἄπο τῆς στιγμῆς καὶ δὲ τῆς Ἐταιρείας θὰ καταστῇ ἐξαγωγεὺς ἐγκατάστασιν ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ παραγμένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὅριζεται εἰς τὸ ἄρθρον 12, παρ. 9 (β).

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν θεικήν (GAZOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου ὅρου τιμῶν πολήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς δύναντας ἀντιστοίχει ἡ πληρωμὴ δικαιωμάτων μείον ἐξόδων διοικητικοποιηθεών καὶ μεταφορᾶς ἀπὸ τοὺς ἀποδημητικοὺς χώρους τοῦ ἔργοταξίου εἰς τὸ σημεῖον παρατείνεται.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑπομένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' οἵσον τεσσερας, τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἐταιρείας κατὰ δὲ τὴν κατατομὴν μέτρον πωλουμένου ἀερίου, μείον ἐξόδων εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται μετὰ ἑξαμηνίαν ἐντὸς τοῦ Ἰουναρίου καὶ Ἰουλίου ἑκάστου ἔτους.

"Αρθρον 10.

Φόροι.

1. Ἡ Ἐταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος Ἀνωνύμων Ἐταιρειῶν βάσει παχύου συντελεστοῦ 50 ο)ο ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὁρίζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἄρθρου οἰανδήποτε καὶ ἀνενεψεῖται διὰ τὰς ἀλλας Ἐταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, θὰ ἀφαιρήσει τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε εἰς εἰδος δυνάμει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως καὶ ἀπὸ τὸν χρόνον ποὺ ἡ Ἐταιρεία ἔχει καθαρὸν κέρδος, τὰ στρέμματικὰ δικαιωμάτα συμφώνως τῷ ἄρθρῳ 8 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὅπως εὐρεθῆ τὸ παρὸν ποσὸν, τοῦ φόρου εἰσοδήματος, τὸ ὄποιον θὰ καταβληθῇ ὑπὸ τῆς Ἐταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν περίοδον.

Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως δέοντα νὰ καταβάλλωνται ἐπὶ οἰανδήποτε παραγωγῆς ὑδρογονανθράκων ἀσχέτως ἐὰν αἱ ἐργασίαι τῆς Ἐταιρείας ἀποφέρουν κέρδος ἡ ζημίαν.

Συμφωνεῖται περιστέρω διὰ τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ βάροη, ὡς ταῦτα ἀναφέρονται ἐν ἄρθροις 9 καὶ 10 τῆς παρούσης συμβάσεως θὰ παραμείνουν ἀμετάβλητα καὶ δὲ τὴν διάρκειαν τῆς συμβάσεως ταῦτης καὶ δὲ τὴν ἡ ἀφαιρεσίς τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος θὰ παραμείνῃ ὥστε ταῦτας ἀμετάβλητη κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ δὲ Ἐταιρεία, ἐν ὅψει τῆς τοιαύτης ἀναληφθείσης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῦ διὰ τὴν διάρκειαν τῆς συμβάσεως ἡ καὶ μεταγενεστέρως οὐδεμίαν προτίθεται νὰ προβάλῃ ἀντίρρησιν ἡ ἀμφισθήτησιν ὡς πρὸς τὸ ποσοστὸν τοῦ 50 ο)ο ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ἀνωτέρω, ἀποδεχομένη κατὰ πᾶσαν περιπτώσειν τὴν συμβατικὴν ἐνέργειαν καὶ ισχὺν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν παρ. 1 ἀναγνωρίζεται ὡς ἐκπιπτέον συμφώνως πρὸς τὸν Νόμον 1413) 1950 τὸν κυρώσαντα τὴν σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν H.P.A. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχὸν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθήσμενοι ὑπὸ τῆς Ἐταιρείας εἰς τὰς H.P.A. κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ H.P.A. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἡ μετὰ τὴν λήξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἐταιρείας, τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παραγ. 1 ὡς ἀνωτέρω.

3. Ἐξιχέρει τοῦ φόρου ἐπιφανείας μεταλλεύειν, τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (στρέμματικός), τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου εἰς τὴν παρ. I τοῦ παρόντος ἄρθρου ἡ Ἐταιρεία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰανδήποτε μηχανήματα, ἀγατλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὑλικὰ παντὸς εἰδούς τὰ εἰσαγόμενα ἐκ τοῦ ἐξωτερικοῦ καὶ προσοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἐξαιρουμένων τῶν καυσίμων παντὸς φύσεως, θὰ ἀπαλλάσσουνται παντὸς φόρου ἀμέσου ἡ ἐμμέσου παντὸς εἰδούς καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων τελῶν χρηστήματος ἡ εἰσφορῶν ἡ πάσης ἐτέρας εἰδικῆς ἐπιβαρύσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδίκους σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δη-

μοσίου ή οίασδήποτε 'Ελληνικῆς 'Αρχῆς ή νομικοῦ προσώπου και γενικώς παντὸς τρίτου πλὴν τῶν καθαρῶν ἀνταποδοτικῶν εἰσφορῶν δι' ὑπηρεσίας ή δικαιωμάτων πάσης φύσεως 'Ασφαλιστικῶν Ταμείων.

'Η παροῦσα σύμβασις καθὼς και οίασδήποτε συμφωνία ή σύμβασις δάσει ταύτης, ή ὅποια ἥμελεν ὑπογραφῇ, συκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνήσεως και ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῶν περιφερειῶν τῶν περιγραφ φομένων ἐν ἄρθρῳ 1 τῆς παρούσης ή και σχετικούμενων πρὸς τοὺς σκοποὺς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοστίμου, εἰσφορῶν, δικαιωμάτων και κρατήσεων πρὸς δικαιοίου τοῦ 'Ελληνικοῦ Δημοσίου, οίασδήποτε 'Ελληνικῆς 'Αρχῆς ή Νομικοῦ Προσώπου και γενικώς οίων δήποτε τρίτων.

Αἱ διατάξεις οίων δήποτε Νόμων τοῦ 'Ελληνικοῦ Δημοσίου ως πρὸς τὰ κατώτατα δρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὅποιοι παρέχουν ὑπηρεσίας σχετικάς πρὸς τὴν παροῦσαν σύμβασιν.

Αἱ ἔκαστοτε ισχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρτισιν οίασδήποτε συμβάσεως σχετικούμενης πρὸς τοὺς σκοποὺς τῆς παρούσης και ὑποδημοφυλάκων ἐμμίσθων η ἀμίσθων διὰ τὴν τυχὸν μεταγραφὴν τούτων, ως και τῆς παρούσης ἐπ' οὐδενὶ λόγῳ εἶναι δυνατὸν νὰ ὑπερβῶσι δι' ἔκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4' Οἱ ἀλλοδαποὶ μέτοχοι τῆς 'Εταιρείας, ὑπὸ τὴν προϋπόθεσιν διὰ κατοικοῦν η διαμένουν εἰς τὸ ἔξωτερικόν, ἀπαλλάσσονται ως πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς 'Εταιρείας παντὸς φόρου, τακτικοῦ η ἔκτάκτου η ἀπιθληθέντος δι' εἰδίκους σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν η ἀλλων ἐπιβαρύνσεων ὑπὲρ τοῦ 'Ελληνικοῦ Δημοσίου η οίασδήποτε 'Ελληνικῆς 'Αρχῆς ή Νομικοῦ Προσώπου η τρίτων, λόγῳ τῆς ἴδιότητὸς τῶν ως μετόχων τῆς 'Εταιρείας.

5. "Απασαι αἱ δαπάναι, ἔξοδα και ἐπιβαρύνσεις τῆς 'Εταιρείας, και σχετικὴ μὲ τὴν ὄργανωσίν της και τὰς ἐργασίας της κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς η ἔκτὸς 'Ελλάδος, αἵτινες θέλουσι λάβει χώρων πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τῆς 'Εταιρείας δάσει τῆς παρούσης συμβάσεως, η ἀδροίζωνται ὑπὸ τῆς 'Εταιρείας εἰς τὰ λογιστικὰ διεθλία και η ἀποσεβένονται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας η προκύψουν ἀκαθάριστα ἔσοδα ως δάνωτέρω περιγράφεται.

6. 'Ἐν περιπτώσει καθ' η 'Εταιρεία ἐμφανίσῃ καθαρὰν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους τῆς ἀπόκτησιν τῆς πρώτης της παραχωρήσεως πρὸς ἐκμεταλλευσιν, η ἐν λόγῳ ζημία η ἄγηται εἰς νέον ὑπὸ τῆς 'Εταιρείας και η δάση ἐνοτοιηται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου η περιόδων, εἴτε αὗται δεικνύουν κέρδη εἴτε ζημίας.

Τὸ οὕτω προκύπτον ἀποτέλεσμα ἐὰν ἐξακολουθῇ νὰ ἐμφανίζῃ ζημίαν η ἄγηται και πάλιν εἰς νέον ὑπὸ τῆς 'Εταιρείας και η δάση ἐνοτοιηται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης η ἐπομένων διαχειριστικῶν περιόδων. 'Η ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις δτου προκύψῃ καθαρὸν κέρδος η λίτη η παροῦσα σύμβασις. 'Η 'Εταιρεία δὲν η δικαιοῦται νὰ προσάληγε ἀπαίτησην τινὰ κατὰ τοῦ 'Ελληνικοῦ Δημοσίου διὰ ζημίας η ηθελεν ὑποστῇ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ δρου «καθαρὰ κέρδη» τῆς 'Εταιρείας, ως χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἔκαστην διαχειριστικὴν περιόδον, τὰ κέρδη ἀτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθάριστων ἐσόδων τῆς 'Εταιρείας τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς, συμφώνων πρὸς τὴν παροῦσαν σύμβασιν, δλων τῶν δαπανῶν, ἐπιβαρύνσεων και ἐξόδων ἐν γένει διὰ τῶν ὅποιων ἐπιβαρύνθη η 'Εταιρεία λόγῳ τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἀν αὗται προέκυψαν ἐντὸς η ἔκτὸς τῆς 'Ελλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις και ἔξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν και ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, η περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, και τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα (B) τῆς παροῦσης συμβάσεως και η ἐκπτωσίς των η ἐπιτρέπεται ἀνεξαρτήτως ισχύοντων η μελλόντων νὰ ισχύουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἐκπτωσίεις.

Αἱ ἔκτὸς 'Ελλάδος μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως ως ὑπὸ στοιχεία (α) και (β) κατωτέρω δαπάναι δὲν η δύνανται νὰ ὑπερβοῦν ποσοστὸν 10%) ἐπὶ τῶν ἐτηρίων δαπανῶν τῆς Εταιρείας ἐν 'Ελλάδι:

Αἱ οὕτω περιοριστικῶς ἐκπιπτώμεναι δαπάναι εἰναι: α) Αἱ ἐν παραγράφῳ 1 (β) τοῦ Πίνακος B δαπάναι εἰποτεικῶν πραγματοποιούνται ἔκτὸς Εταιρείας ἐν 'Ελλάδος.

6) Αἱ δαπάναι δι' ὑπηρεσίας ως ἐν παραγράφῳ 1(α) τοῦ Πίνακος B και αἱ δαπάναι πωλήσεως ως ἐν παρ. 1(δ) τοῦ Πίνακος B, αἱ ὅποιαι πραγματοποιοῦνται ἔκτὸς 'Ελλάδος διὰ λογαριασμὸν τῆς Εταιρείας ὑπὸ ἐτέρων Εταιρειῶν αἱ ὅποιαι εἰλέγχονται ἀπ' εὐθείας η ἐμμέσως υπὸ τῆς TEXACO INC. η ὑπὸ ἐτέρων συγγενῶν Εταιρειῶν.

Εἰς τὰς δαπάνας, ἐπιβαρύνσεις και ἔξοδα, ως δάνω, δὲν περιλαμβάνωνται οὕτως τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παροῦσῆς συμβάσεως προβλεπόμενα δικαιωμάτων ἐπὶ τῆς παραγωγῆς (μίσθωμα).

Τὰ ἀκαθάριστα ἔσοδα η περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἐξουρσομένων ὑδρογονανθράκων. 'Η τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἐξαγωγὴν η περιείνη της πράτηται χρεοψένη τιμὴ F.O.B. ἀκραίον παραχαλάσσιον ἀποδημευτικὸν χῶρον. 'Ακαθάριστα ἔσοδα δι' ἐγκυρίους πωλήσεις ἀργοῦ πετρελαίου η εἶναι τὰ πραγματικὰ ἔσοδα.

'Ο καθαρισμὸς τῶν ἀκαθαρίστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων και τῶν ἐξόδων η γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνοῦς διομηχανίας πετρελαίου λογιστικὰ συστήματα και ἀρχάς.

'Ἐν περιπτώσει καθ' η τὰ δικαιωμάτων τοῦ Δημοσίου καταβάλλονται εἰς εἰδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἄρθρῳ 9 τῆς συμβάσεως, τὸ ποσὸν τοῦτο ως καθορίζεται συμφώνως πρὸς τὸ ως δάνω ἄρθρον 9. Ιὰ προστίθηται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Εταιρείας κατὰ τὰ διολογισμὸν τῶν διαχειριστικῶν συμβάσεων περόντι αἱ ἔργα.

'Ἐν τέλει τῆς παροῦσῆς συμβάσεως παρατίθεται Πίνακας ὑπὸ στοιχείον B ἐμφαίνων τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεία τοῦ κόστους, ἐξόδων, δαρῶν και λοιπῶν δαπανῶν τῆς Εταιρείας.

8') 'Η Εταιρεία θέλει κλείει τὸν Ισολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου ητοις η δάει εἰναι: ἐνιαυσίσια.

9) 'Ο ἔλεγχος τῶν διεθλίων τῆς Εταιρείας η διενεργήται συμφώνως πρὸς τοὺς 'Ελληνικοὺς Νόμους δάσει τῆς ἐν 'Ελλάδι Νομοθεσίας.

γ) 'Ολόκληρον τὸν δάσηται τῆς δηλώσεως τῆς θεοχαίουμενον φόρον η Εταιρεία θέλει καταβάλει ἐκάστοτε ἐντὸς τριών μηνῶν ἀπὸ τῆς υποβολῆς ταύτης.

δ) Αἱ περὶ δεβακισεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διαχειριστικῆς περιόδου, ισχύουσι ἐκάστητης διατάξεις δὲν ἔχουσι ἐφαρμογὴν ἐν προκειμένῳ ἐπιφυλασσομένων οὕτως τῶν ἄρθρου 9 τῆς παροῦσας συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίων η κατὰ ἔξαμην τῶν ὑπὸ τῶν δάνω διατάξεων προβλεπομένων ποσῶν, τῆς Εταιρείας ὑποχρεούμενης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἐκάστοτε ληξάστης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δι' ἀγαριβῆ δήλωσιν διατάξεις τῆς ἐκάστοτε ισχυούσης Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐφ' δόσον αἱ προκύπτουσαι διαφοροὶ εἰς τὸ ποσὸν τοῦ διεθλούμενου φόρου δὲν προέρχονται ἐξ ἀλλοιών σεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου διεθλομένης εἰς πταίσμα τῆς Εταιρείας, ἀλλὰ ἐκ πλάνης διαφοροῦ ἐρμηνείας παρὰ τῆς Εταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

στ) Αἱ λοιπαὶ διατάξεις τῆς ἐκάστοτε ισχυόντης Νομοθεσίας περὶ φορολογίας εἰσιδήματος νομικῶν προσώπων αἱ ρυθμίζουσαι τὴν διαδικασίαν τῆς ὑποθολῆς τῶν φορολογικῶν δηλώσεων τοῦ εἰσιδήματος τῆς κοινοποίησεως τῆς προσκλήσεως πρὸς διοικητικήν ἐπίλυσιν τῆς διαφορᾶς, τῆς κοινοποίησεως τῶν φύλων ἐλέγχου τῶν ἐνστάσεων κατὰ τούτων ὡς καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεων μέσων καὶ τῆς ἑστιώσεως τοῦ φόρου, ἐφαρμόσονται καὶ ἐν προκειμένῳ.

ζ) Ἐννοεῖται διὶ αἱ διατάξεις τοῦ ἄρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰσιδήμητο παραδίσεως τῶν ἐκ τοῦ παρόντος ἄρθρου, ὑποχρεωσεων τῆς Ἐταιρείας.

*Αρθρον 11.

Εἰσαγωγὴ, ἐξαγωγὴ Μηχανημάτων Ἐξοπλισμοῦ καὶ Ὑλικῶν.

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζηται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παρούσαν σύμβασιν πάντα τὰ μηχανήματα καὶ ἐξοπλισμόν, συμπεριλαμβανομένων καὶ οἰωνήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰαδήποτε ὑλικά, οἰασδήποτε φύσεως, τὰ ὅποια κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἰναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. Η παρούσα σύμβασις ἐπέχει θέσιν οἰασδήποτε ἀναγκαῖας ἀδείας ἢ ὅποια ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμός, ἀνταλλακτικὰ καὶ ὑλικά οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὄχημάτων, σκαφῶν διαλάσσης φορέων (PLAT-FORM) εἴτε αὐτοκινούμενων εἴτε δοχὶ εἰς τὰ ὅποια ἔχουν στρεψανθῇ μηχανήματα, ἐργαλεῖα, γερανοὶ ἢ οἰαδήποτε ἀλλα διεξαγόμενα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τέλος τζίπς ἢ ἀντίστοιχα ὄχηματα παντὸς εἰδούς εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἔξι κατὰ τὴν ἔναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἔκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται, δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Η Ἐταιρεία θὰ εἰναι ἐλευθέρα νὰ ἔξαγάγῃ καθ' οἰνδήποτε χρόνον δῆλα τὰ μηχανήματα ἐξοπλισμοῦ σκάφη διαλάσσης φορεῖς (PLATFORMS) καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε σύσεως αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου, ἐκτὸς ἐάν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως, θεσπίζουσι διαφοροτρόπως καὶ αἱ τοιαῦται ἐξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰανδήποτε ἰδιαιτέρων ἔξουσιοδότησιν ἢ δδεῖσαν, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνήποτε φόρων ἐξαγωγῆς δασμῶν ἢ ἀλλων φόρων τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ἡ περιπτώσεις ἡ Ἐταιρεία πωλήσῃ ἢ ἀλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὅποια εἰσήγαγε συμφώνως πρὸς τοὺς δρους τοῦ παρόντος ἄρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἰναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφορᾶς, τέλη καὶ τέλον χαρτοσήμου, συμφώνως τῇ ἐν ἰσχύι ἐκάστοτε Νομοθεσίᾳ τῇ δυναμένῃ νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐδύνη δὲν βαρύνει τὴν Ἐταιρείαν ἐάν ἡ πώλησις ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἀλλήν τινα Ἐταιρείαν ἢ ἐργολαβόν οἱ δοποὶ θὰ ἀπελάμβανον τῶν ἴδιων προνομίων ὡς ἡ Ἐταιρεία, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

*Αρθρον 12.

Ἐγχώριος Κατανάλωσις καὶ ἐξαγωγαί.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν διτοιοτεραρχικὸς ἀντικείμενος σκοπὸς τῆς παρούσης συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἐγχώριον ἀργορᾶς δι' ἐγχώριων ὕδρογοναδράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οἰκονομίας ἐν τῆς ἀνάγκης τῆς χρησιμοποιήσεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὕδρογοναδράκων ἐν Ἑλλάδι.

2. «Κτάλληλον ἀργὸν πετρέλαιον» ὡς εἰς τὸ παρὸν ὑπάρχοντα διαδίκτυον χρησιμοποιεῖται, ἐννοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυγήμητη τεχνικὰ χαρακτηριστικά, ἢ σημαντικῶς διάφορον ὡς πρὸς τὸ εἰδικὸν αὐτοῦ δάρος ἢ ποιότητα, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων ἀπαιτουμένου ἀργοῦ, ἐξ διαλόγων αἱ δασπάναι λειτούργιας τοῦ ἐν λόγῳ Διϋλιστηρίου τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων προϊόντων, θὰ ὑφίσταντο σημαντικὴν αὐξῆσιν μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας δι' αὐτὸν ἢ αὐτά, ἢ θὰ ἀπηγῆτο ἢ προσθήτη μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ.

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἐναρξεῖν τῆς εἰς ἐμπορικὴν κλίμακα, ὡς τοῦτο ὄριζεται ἐν τῷ ἄρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, παραγωγῆς ἀργοῦ πετρελαίου ἐν Ἑλλάδι ἢ Ἐταιρεία θὰ ὑποχρεούται ὅπως ἐφοδιάζῃ μὲ ἐγχώριον ἀργὸν πετοέλαιον, μέχρι τοῦ σημείου καθ' ὃ θὰ διαθέτῃ πρὸ τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἐγγωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίον καὶ οἰαδήποτε ἀλλα Διϋλιστηρία ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι κατὰ τὸν χρόνον τῆς ὑπὸ τῆς Ἐταιρείας πρὸ τῆς ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως ἐγχώριου ἀργοῦ, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὁποίας ἔκαστον τοιούτον Διϋλιστηρίου. Θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν διομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ ὅποια ἔκαστον τοιούτον Διϋλιστηρίου ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ο ἐφοδιασμὸς τῶν τοιούτων Διϋλιστηρίων δι' ἀργοῦ πετρελαίου θὰ προγραμματίζεται εἰς ἐπαρχῶς προγενέστερον χρόνον, ἵνα ἐπιτραπῇ ἡ κατὰ κανονικὸν καὶ ἀποτελεσματικὸν τρόπον διεξαγωγὴν τῆς παραγωγῆς, τῆς παραδίσεως καὶ τῆς λειτουργίας τοῦ Διϋλιστηρίου. Η ὑπογρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας δίαις συνήθεις διατάξεις.

4. α) Η Ἐταιρεία θὰ κέρηται εἰς οἰανδήποτε στιγμὴν τὸ δικαίωμα ἐλευθέρας ἐξαγωγῆς καθ' οἰονδήποτε τρόπου καὶ μὲ οἰαδήποτε μέσα καὶ ὅφ' οἰονδήποτε δρους ἥμελεν αὐτὴ καθορίσει, δίνει ἰδιαιτέρας ἀδείας ἀλλὰ ὑπὸ τὴν συνήθη ἐμπορικὴν μεθοδολογίαν ἐκάστοτε, καὶ δίνει καταβολῆς τελῶν ἐξαγωγῆς ἢ ἐτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, πάσης παραγωγῆς πέραν τῶν ποσοτήτων τὰς ὁποίας ἡ Ἐταιρεία ὑποχρεούται νὰ προμηθεύῃ κατὰ τὴν παράγραφον 3 τοῦ παρόντος ἄρθρου καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἐξαγωγῶν προϊὸν εἰς τὸ Ἑλληνικὸν ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ἀγαφέται. Ἀσκοῦσα τὸ δικαίωμα τοῦτο ἡ Ἐταιρεία θὰ προσταθῇ νὰ ἔξαγῃ ποσότητας ἀργοῦ πετρελαίου ὑπὸ αὐτῆς παραγομένου καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγρ. 3 διατυπωθεῖσῶν, ὑπὸ τὴν προϋπόθεσιν διτοιοτεραρχικὸν ἀργορᾶς διὰ τοιαύτας ποσότητας.

Οταν ἡ Ἐταιρεία δὲν θὰ διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὅποτε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύνεται νὰ μεριμνᾷ διὰ τὴν ὑπὸ αὐτοῦ ἡ τρίτων ἀγοροῦ τοῦ πλεονάζοντος ἀργοῦ εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE), ὑπὸ τὸν δρον διτοιοτεραρχικὸν ἀργορᾶν μεταξὺ τοῦ Ἑλληνικοῦ Δημόσιου καὶ τῆς Ἐταιρείας, ἀμοιβαίως ικανοποιητικοὶ δροι καὶ συνδῆσαι περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων, ἐντὸς διαφορών, τῶν ἐν παραγρ. 3 τοῦ ἄρθρου 6 περιοριστικῶν διατάξεων.

6) Εἰς περίπτωσιν καθ' ἧν ἡ Ἐταιρεία ἐξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου περὶ διαν τὸν ἐγχώριον Διϋλιστηρίων, περὶ διαν τὸν ἐγχώριον πετρελαίου τοῦ 9 (9) τοῦ παρόντος ἄρθρου, καταβελλομένων τιμῶν, ἡ Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ διτοιοτεραρχικοῦ τριμήνου, ἵσην ποσότητας ἐγχώριον ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποχριγουμένην πρὸς τὸν μέσον δρον τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἐταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν

τοῦ ιδίου τριμήνου, ύπό τὸν δρόν (1) διὰ τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιούτον ἀργὸν πρὸς ἓν ἡ πλείονα τῶν ἐγχωρίων Διϋλιστηρίων διὰ τὴν εἰομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχωρίον ἀγοράν, καὶ (2) διὰ ὅπό τὰς παρούσας διιστάξεις χορηγησούμενη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ θὰ λογίζεται εἰς τημηματικὴν ἑκπλήρωσιν καὶ οὐχὶ εἰς ἐπαυξήσιν, τῶν ἐν παρα. 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἐταιρείας δύως προμηθεύη ἀργὸν πέτρελαιον. Τὸ Ἑλληνικὸν Δημόσιον διαθέτει τὸν ἀργὸν πρὸς ἓν ἡ πλείονα τῶν ἐγχωρίων Διϋλιστηρίων ὑπὸ δρους καὶ συνθήκης τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' ὃ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιούτου ἀργοῦ δικαιώματα αὐτοῦ εἰς ἓν ἡ πλείονα τῶν ἐγχωρίων Διϋλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διϋλιστηρίων, ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀφορὰν ἐγχωρίου ἀργοῦ, θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὗτω ύπὸ τοῦ Ἑλληνικοῦ Δημόσιου εἰς ἔκστον Διϋλιστηρίουν μεταβιβασθείσης ποσότητος ἀργοῦ.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμφρωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἐγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ ἄλλων ἐν τῇ Χώρᾳ ὑφισταμένων Διϋλιστηρίων κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἑκμεταλλευσίμου ἀνακαλύψεως ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρωσιν νὰ ἔξασφαλίσῃ εἰς τὸ ύπὸ τῆς Ἐταιρείας ἐν Ἐλλάδι παραγόμενον ἀργὸν πετρέλαιον, ύπὸ τὸν δρόν διὰ τὸ τοιούτον ἀργὸν θὰ είναι κατάλληλον, ἐν τῇ ἐννοίᾳ τῆς παραγρ. 2 τοῦ ἄρθρου 12, θὰ δοθῇ προτεραιότης ἀγορᾶς αὐτοῦ ύπὸ δλῶν τῶν ἐν λόγῳ Διϋλιστηρίων, ἔναντι τοῦ ἐξ τῶν ἔξωτερικοῦ εἰσαγόμενου ἀργοῦ. Ὡς πρὸς τὸ ἐξ τοῦ ἔξωτερικοῦ εἰσαγόμενον ἀργόν, τὸ ὁποῖον τὸ ύπὸ τῆς Ἐταιρείας παραγόμενον ἐγχωρίου ἀργὸν θὰ ἔκποτίσῃ' ἡ Ἐταιρεία ἢ αἱ ὑπὸ αὐτῆς συγγενεῖς Ἐταιρεῖαι, εἰς τὴν ὁποίαν ἡ εἰς τὰς ὁποίας, δυνάμεις οἰωνδήποτε συμβάσεων, θέλει παραχωρηθῆ δικαιώματα εἰσαγωγῆς ἀργοῦ, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ ἄλλα ἐγχώρια Διϋλιστήρια μὲ εἰσαγόμενον ἀργὸν πετρέλαιον εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸν τούλαχιστον ποσοστὸν ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἐλλάδι ποσοτήτων ἀργοῦ πετρελαίου, ὡς τὸ ἔπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἑκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἐταιρεία δὲν θὰ ὑποχρεοῦται γὰρ παράγῃ καὶ διὰθέτῃ ἐγχωρίου ἀργὸν κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου δρίζομενα, καθ' ὑπέρβασιν τῶν ποσοτήτων ἡ ἀγορὰ τῶν ὄποιων προθελέπεται ἐν αὐτῷ.

6. "Ινչ ἑκπληρωθῇ κατὰ τὸν δραχύτατον δυνατὸν χρόνον δὲ εἰς τὴν παραγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερόμενος πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρούσης συμβάσεως Τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω:

α) "Οτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ισχύος τῆς παρούσης συμβάσεως καὶ εἰς πάντα χρόνον κατὰ τὴν διάρκειαν τοῦ μετὰ τῆς MOBIL ὑφισταμένου σήμερον συμβολαίου προμηθείσας ἀργοῦ καὶ πάσης παρατάσεως διὰ ὑποκαταστάσεως τοῦ συμβολαίου τούτου θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν δρων τοῦ ἐν λόγῳ συμβολαίου η συμβολαίων, πρὸς ἔξαφάλισιν τῆς ύπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου κατὰ προτεραιότητα εἰς τὸν κατὰ τὸ δυνατὸν συντομώτερον χρόνον, ἀγορᾶς οἰωνδήποτε ύπὸ τῆς Ἐταιρείας παραγόμενου καταλλήλου ἐγχωρίου ἀργοῦ πετρελαίου, μέχρι τῆς ὀλικῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ φιλούστηρίου.

β) "Οτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ισχύος τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον θὰ ἀσκήσῃ πᾶσαν προσπάθειαν ἵνα ἔξασφαλισθῇ, εἰς ἣν ἔκτασιν αἱ ὑφισταμέναι συμβατικαὶ ὑποχρεώσεις θὰ τὸ ἐπιτρέπουν. διὰ εἰς δλας τὰς νέας συμβατικὰς ὑποχρεώσεις διὰ τὴν προμήθειαν ἀργοῦ πετρελαίου καὶ προϊόντων, καὶ πάσας τὰς πα-

ρατάσσεις, ἀνανεώσεις ἡ ὑποκαταστάσεις εἴτε τῶν σήμερον ὑποταμένων ἡ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, θὰ περιέχηται πᾶσα λογικὴ καὶ νόμιμος ἐντὸς τῶν δρίων τῆς ἔκουσίας τοῦ Ἑλληνικοῦ Δημόσιου διιστάξεις, ἵνα ἐπιτραπῇ ἡ ύπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων χορηγησούμενη πρὸς τὸν ποσοτήτων ἐγχωρίου ἀργοῦ πετρελαίου, αἱ διατάξεις τῆς παραγρ. 6(β) τοῦ παρόντος δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἵτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνδὸς ἔτους, εἴτε ὀλιγώτερον τοῦ ἐνὸς ἔτους καὶ αἵτινες ἔχουσιν ὑπογραφέν πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) Ἐὰν παρὰ τὰς καταβαλλομένας ἀρίστας προσπαθείας τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παραγρ. 5 καὶ ἐδαφ. (α) καὶ (β) τοῦ παρόντος ἄρθρου προθεφέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ είναι οὐχὶ ἡττον ὑποχρεωμένον νὰ ἔξασφαλίσῃ διὰ τὴν ύπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν ἄλλων ἐγχωρίων Διϋλιστηρίων ἀγρότων ποσότητος ύπὸ τῆς Ἐταιρείας παραγομένου κατελλήλου ἀργοῦ ἴσης πρὸς (30 o)ο τριάκοντα τοῖς ἔκατον τούλαχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

δ) Ἀνεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παρούσαν παραγρ. 6 ἀναφερομένων, ἡ Ἐταιρεία δὲν θὰ ἔχῃ οἰονδήποτε δικαιωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰονδήποτε τρόπον προκύπτοντος ἐκ τῶν δρων τῆς παρούσης Συμβάσεως, διὰ τοὺς παρεμβαῖνης, ἀντιτίθηται ἡ ζητηθῆ ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τριποποίησιν ἡ καθ' οἰονδήποτε τρόπον μεταβολὴν τῶν δρων τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου, ἡ πετρελαιοιειδῶν προϊόντων, ἡ μὲ τὴν ίδρυσιν Διϋλιστηρίων ἐν τῇ Χώρᾳ, τῶν συναφεισῶν μέχρι τῆς ήμερομηνίας τῆς παρούσης συμβάσεως, ἡ τοιούτων συμβάσεων δὲ τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ήμερομηνίας καθ' ἥν ἡ Ἐταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον διὰ τὸν ἀνεκάλυψεν κατάλληλον ἀργὸν πετρέλαιον εἰς ἐμπορευσίμους ποσότητας, ἡ μετὰ τὴν τοιαύτην ήμερομηνίαν καθ' ἑφ' δοσον τὸ Ἑλληνικὸν Δημόσιον προθεπει τὴν χρησιμοποίησιν ύπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων τῶν ποσοτήτων τοῦ τοιούτου ἀργοῦ πετρελαίου τοῦ παραχθέντος καὶ παραδομέντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου δρίου τῶν ὑποχρεώσεων τῶν δρίζομενων εἰς τὴν παρούσαν παραγραφὸν 6.

7. Ἐφ' δοσον ποσόρξουν καὶ ἔτεροι παραγωγοὶ κατελλήλου ἀργοῦ ἐν Ἐλλάδι εἰς οἰονδήποτε χρόνον κατὰ τὴν διάρκειαν τῆς ισχύος τῆς παρούσης συμβάσεως, τότε, ἡ ύποχρεώσεις τῆς Ἐταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ύποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου ἡ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τοῦ ύπὸ τῆς Ἐταιρείας ἐν Ἐλλάδι παραγομένου καταλλήλου ἀργοῦ. θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἐταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς κατελλήλου ἀργοῦ πετρελαίου ἐν Ἐλλάδι παρ' δλων τῶν παραγωγῶν.

8. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, διὰ τὸ ύπὸ τῆς Ἐταιρείας παραγομένου ἀργὸν εναι αἱ καταβληθῆ πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίον ἡ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διϋλιστηρία, τότε, ἡ ύποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ ύπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν ἀνακαλύψεως Διϋλιστηρίων, τότε, ἡ ύποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου δην ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ ύπὸ τοῦ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν παραγωγῶν της Εταιρείας, δην προμηθεύη εἰς τὰ ἐν λόγῳ Διϋλιστηρία ἐγχωρίου ἀργόν, θὰ ἀποτελέσουν τὸ ἀντικειμενονον ἀμοιβαίας ικανοποιητικῆς ρυθμίσεως διὰ τὴς ὁποίας θὰ καθίστατο δυνατὴ ἡ ἐπίτευξις τοῦ εἰς τὴν ὡς ἄνω παραγρ. 1 τεθέντος πρωταρχικοῦ ἀντικειμενικοῦ σκοποῦ. Ἐὰν δὲν καταστῇ δυνατὴ ἡ ἐπίτευξις τοιαύτης ἀμοιβαίας ικανοποιητι-

κῆς ρυθμίσεως, τότε αἱ ὡς ἕνω ἀναφερόμεναι ἀντίστοιχοι: ὑποχρεώσεις Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας θὰ τερματισθοῦν, μέχρις ὅτου τοιοῦτον ἄργὸν ἢ ἄλλον ἄργὸν παραγγελθόμενον ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι, καταστῇ κατάληλον πρὸς χρῆστν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ Διϋλιστήρια, ὑπὸ τὸν δρον δημοσίου, διτὸ τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ ἐν Ἑλλάδι: ὑπάρχοντα Διϋλιστήρια, ὅπως ἀγοράζουν τὸ τοιοῦτον ἀκατάλληλον ἄργὸν πετρέλαιον μέχρι τοῦ σημείου, κατὰ τὸ ὅποιον θὰ δύναται νὰ χρησιμοποιηθῇ τοῦτο εἰς τὰ Διϋλιστήρια μὲ τὴν προϋπόθεσιν διτοῦ τὴν προκειμένην περίπτωσιν ἢ λειτουργία τῶν εἰρημένων Διϋλιστήριων νὰ μὴ καταλήξῃ εἰς οἰανδήποτε ταλαιπωρίαν τῶν. Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του ὑπὸ μορφὴν προωθήσεως τῆς χρησιμοποιήσεως του τοιούτου ἀκαταλλήλου ἄργου πετρελαίου ώς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. α) Πρὸν ἢ ἢ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἄργον πετρελαίου, ἢ τιμὴ εἰς ὥν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ οἰονδήποτε ἔτερον ἐν Ἑλλάδι: ὑπάρχον Διϋλιστήριον, νὰ ἀγοράζῃ ἄργὸν πετρέλαιον παραγόμενον παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποδημητικοὺς χώρους τοῦ ἔργοταξίου τῆς Ἐταιρείας, ἢ δὲ τιμὴ αὐτῇ θὰ εἰναι ὡς κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστού ήμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος δρος τῆς δεδηλωμένης τιμῆς ἢ τιμῶν, ὡς αὐται παρουσιάζονται εἰς τὸ PLATTS OILGRAM ἢ ἄλλα παρόμιοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν, Λίβανον ΒΑΝΙΑΣ, Συρίαν καὶ Ἡνωμένον Βαστέλειον τῆς Λιδύης, ἀφοῦ γίνουν αἱ συνήδεις διαρθρώσεις διαδίκτου βάρος, ποιότητα καὶ γεωγραφικὴν θέσην.

6) "Οταν ἢ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθοοίστη ἐν Ἑλλάδι δεδηλωμένη (POSTED) τιμὴ εἰς τοὺς ἀποδημητικοὺς χώρους τοῦ ἔργοταξίου τῆς, ἢ τιμὴ εἰς ὥν τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διϋλιστήρια ὑπονοεῦνται νὰ ἀνοσάζουν ἄργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπὸ δψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπιχρωτοῦσαι κατὰ τὸν χρόνον ἐκεῖνον γενικαὶ συνδῆκαι, ἀφοῦ ληφθοῦν ὑπὸ δψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἔξαγομένου ἄργου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν ποσῶν διειλουμένων διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνωνται ἐντὸς ἔξηκοντα ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπὸ αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ἢ Ἐταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξηκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἢ Ἐταιρεία δύναται, ἀνευ βλάβης οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ τυμψηθῇ τοιοῦτα ἀπαίτητὰ ποσὰ πρὸς ἄλλα ποσά, τὰ ὅποια θὰ ἔχαλητο ἢ Ἐταιρεία ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἄλλως, ὅπως καταβάλῃ.

11. Εὰν ἢ Ἐταιρεία ἔχῃ εἰς τὴν ἴδιοκτησίαν τῆς καὶ ἔκμεταλλεύεται ἐν Ἑλλάδι οἰωνδήποτε σωληναγωγοὺς διὰ τὴν μεταφορὰν ἄργον πετρελαίου καὶ ἢ ἀγωγοὺς ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν Ἐταιρείαν νὰ μεταφέσῃ τὸ ὑπὸ αὐτοῦ ἀγορασθὲν ἔξι αὐτῆς ἄργὸν καὶ ἢ φυσικὸν ἀερίον, μέσω τῶν τοιούτων ἀγωγῶν ἄργον καὶ ἢ ἀγωγῶν ἀερίων, εἴτε μέγρι τοῦ ἀκραίου ἀποδημητικοῦ του χώρου, εἴτε μέχρις οἰουδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀργύστης ὁδοῦ. Ἡ μεταφορὰ θὰ ἔκτεληται ὑπὸ τῆς Ἐταιρείας εἰς τιμὴν κάστους πλέον 10 τοῖς ἑκατόν. Ἡ παροῦσα παραγγραφος 11 δὲν θὰ ἔρμηνεται ὡς ὑποχρέωσις τῆς τετρελαίου ἢ ἀγωγούς ἀερίων ἢ οἰωνδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν δσων θὰ ἔχῃ ἀνά πάσαν στιγμὴν εἰς τὴν ἴδιοκτησίαν τῆς καὶ ἢ ὑπὸ ἔκμεταλλευσιν, οὕτε νὰ ἀνεγέρῃ οἰωνδήποτε προσθέτους ἐγκαταστάσεις σχετικὰς

πρὸς τοιούτους σωληναγωγοὺς ἢ ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἔκτὸς ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἵκανον ητηκή συμφωνία πρὸς τοῦτο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου καθορισμοῦ τῆς εἰς δρ. τιμῆς τοῦ ἀργοῦ, αἱ ἐφαρμοστέαι τιμαι διεμνοῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς ἐφ' δσον διεπυθμήσαν εἰς ἔξωτερικὸν συνάλλαγμα. θὰ μετατρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἄρθρου 13 ὅριζομενα εἰς τὸ ισότιμόν των εἰς δρ. μὲ τὸν μηνιαίον μέσον δρον τῶν ημερησίων τιμῶν συναλλάγματος, εἰς τὰς ὅποιας ἢ Ἐταιρεία δικαιούται νὰ ἀγοράζῃ ἔνον συνάλλαγμα διὰ δρ. κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ημερολιακοῦ μηνός.

Άρθρον 13.

Συνάλλαγμα ἔξωτερικοῦ.

1. 'Ἐφ' δσον ἢ Ἐταιρεία δὲν θὰ πραγματοποιῇ ἔσδετα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12, αἱ ἐργασίαι, κατὰ τὴν παροῦσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς Ἐταιρείας διὰ τῶν εἰς ἔνον συνάλλαγμα κεφαλαίων τῆς καὶ κατὰ τὸν ἀκόλουθον τρόπον:

α) Διὰ τῆς μετατροπῆς εἰς δρ. (GREEK CURRENCY) μέσω Τραπεζῶν ἢ προσώπων ἐπισήμων ἔξουσιοιδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δρ. καὶ ἔνον συνάλλαγμα, δολαρίων Η.Π.Α. ἢ ἔνον συναλλάγματος ἐλευθέρων μετατρέψιμου εἰς δολλάρια Η.Π.Α., εἰς ποσότητας ἐπαρκεῖς διὰ τὰς καλύψωσι τὰς εἰς δρ. δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Διὰ τὸν ἀπὸ εὑδείας ἀγορὰς καὶ ἡ μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος καὶ τῆς ἐλευθέρων διὰ τὴν περιορίστου εἰσαγωγῆς καὶ ἢ χρησιμοποιήσεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφεδρίων ὡς καὶ τῶν οἰσθήσιας φύσεως ὑπηρεσιῶν τῶν ἀπαιτούμενων τοῦ διάρθρου.

2. Ἀμα τῇ ἐνάρκει τῆς παραγωγῆς, ἢ Ἐταιρεία δὲν δικαιούται νὰ ἀντιμετωπίῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφὴν στρεμματικοῦ φόρου. δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δρ. ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἐταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἐγγάρων ἀγορὰν πωλήσειν.

"Οταν τὰ εἰς δρ. ἔσδετα τῆς Ἐταιρείας ὑπεοθαίνουν τὰς εἰς δρ. ἀνάρκας τῶν ἐργασιῶν εἰς μετρητά, ἢ Ἐταιρεία δὲν δικαιούται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιούτα πλευράσματα τὰ προερχόμενα ἐκ τῆς παληγορίας. Αἱ μεταφοραι αὐται διὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν Δρ. εἰς δολλ. Η.Π.Α. καὶ ἢ, κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς τετρούς συνάλλαγμα μετατρέψιμου εἰς δολλ. Η.Π.Α. Ἡ Ἐταιρεία ἐν τούτοις δικαιούται ὡσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαύτα εἰς δρ. πλευράσματα τῆς ἢ καὶ γὰ ἐπενδύη ταῦτα εἰς ἐντόκους καταδέσσεις ἢ χρεωγραφα ἢ οἰωνδήποτε ἐτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαποὺς κατὰ τοὺς ἐν Ἑλλάδι γενικαὶ ισχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ισχυόσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτησεων προσώπων μονίμων ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι ὡς καὶ αἱ περὶ δεσμεύσεως ὁμολογιῶν καὶ μετοχῶν ἢ ἐτέρων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Ἐταιρείων θὰ δύναται εἰς τὴν ἐγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, ητις ἔγκρισις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἐφ' δσον ἢ ἐπένδυσις αὐτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

α) Ἡ Ἐταιρεία δὲν δικαιούται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἔξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προϊόν τὸ ἀπομένον μετὰ τὴν καλυφι τῶν εἰς δρ. ἀναγκῶν διὰ τὰς ἐργασίας τῆς Ἐταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶν τοῦ προϊόντος ἔξι ἐκδόσεως μετοχῶν (STOCK) δανείων οἰωνδήποτε μορφῆς καὶ ἄλλων προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἔξωτερικὸν πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12 ἢ ἐξ ἄλλων πηγῶν ὡς καὶ πλεονασμάτων

εἰς δρχ. μεταφερθέντων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἄρδρου.

6) Ἀντιδέτως, ἐὰν τὰ εἰς δρχ. ἔσοδα ἐκ τῆς ἑγγωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας της ἀναγκῶν εἰς δρχ., τότε ἡ Ἐταιρεία θὰ μετατρέπῃ εἰς δρχ. μέσω Τραπέζων ἢ προσώπων νομίμως ἔξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δρχ. καὶ ἔνον συνάλλαγμα προσώπων, δολλ. Η.Π.Α. ἢ ἔνον συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α. εἰς ποσότητας ἔξαρκούστας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἐργασίας τῆς εἰς δρχ. ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχείον (β) ως ἄνω τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν γὰρ μεταχέση εἰς Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α. ὑπὸ τὸν δρόν διεῖ:

1) Τοιούτον συνάλλαγμα ἀπεκτήμη ἐκ πωλήσεων ὑδρογονανθράκων ἔξαγοντων ἐξ Ἑλλάδος.

2) Ἡ Ἐταιρεία ἀδυνατεῖ γὰρ διατηρήσην ἢ γὰρ αὐξήση τὸν δρόν τῶν ἔξαγων τῆς. ἐὰν αὖτη ἀπότητη πληρωμὴν εἰς δολλ. Η.Π.Α. ἢ ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α.

3) Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, φερεῖ τὴν χρησιμοποίησιν τοιούτου συνάλλαγματος οἰκονομικῶν δυνατήν, δέσει τῶν ἴσχυοσῶν κατὰ τὸν χρόνον ἐκείνον διεθνῶν συμφωνῶν ἐμπορίου καὶ πληρωμῶν.

4) Συμφωνεῖται ὡσαύτως διτοῦ ἡ κατοχὴ ἔνον συνάλλαγματος εἰς τὸ ἔξωτερικὸν συμφώνως τῷ παρόντι ἄρδρῳ θὰ καθιστᾶται εἰς τὴν Ἐταιρείαν δυνατὴν τὴν κάλυψιν πλήρως, τῶν δέσει τῆς παρούσης συμβάσεως εἰς συνάλλαγμα δαπανῶν τῆς, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἡ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ως καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς δέσει τῆς παρούσης συμβάσεως ἐργασίας αὐτῆς.

5) Διὰ τὴν ἐφορμογὴν τῆς παρούσης συμβάσεως πλεονάσματα εἰς δρχ. τῆς Ἐταιρείας ἐκ τῶν ἀναγκῶν της εἰς μετρητὰ διὰ τὰς ἐργασίας της εἰς δρχ. καὶ πλεονάσματα κεφαλαίων εἰς δρχ.. θὰ ἐμρηνεύται ὡς στυκαίνοντα πᾶν ποσὸν δραχ. μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιποδέσμων καὶ πληρωτέων ὑποχρεώσεων τῆς Ἐταιρείας τῶν ἐπομένων τριάκοντα (30) ἡμερῶν εἰς δρχ. διὰ τὰς ἑγγωρίους ἀνάγκας τῆς ἐργασίας, στρεμματικῶν φόρων, φόρων, μισθωμάτων καὶ ὑπολοίπων εἰς δρχ. ὑποχρεώσεων.

6) Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζων ἢ ποσότητων ἔξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δρχ. καὶ ἔνον συνάλλαγμα εἰς Δολ. Η.Π.Α. ἢ ἀλλο μετατρέψιμον εἰς δολλ. Η.Π.Α. νομίσματων, τὸ ἀναγκαῖον εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δρχ. πλεονασμάτων. Τὸ τοιούτον ἔνον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀνέσσως καὶ δένει καθυστερήσεως διπόταν ζητεῖται ἐπὶ τὴν βεβαιώσει τῆς Ἐταιρείας διτοῦ ἡ αἰτουμένη μετατροπὴ ἀποτελεῖται μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δρχ. τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. Ἡ Ἐταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν γὰρ χορηγῆ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἔξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἢ ἔδωκαν διατάξεις εἰς τὴν Ἐταιρείας καταστάσεις ἀναγκαίας εἰς τὴν Τοάπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἔξαρκούστων διτοῦ ἡ μεταφορὰ κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖται μετασυνδέσδρχ. πλεονακουσῶν κατὰ τοὺς δρους τῆς παρούσης συμβάσεως.

7) Ἔὰν ἡ Ἐταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰνοδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰςαγορὴν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ δένει καθυστερήσεως εἰς τὴν διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζης ἢ μέσω ἐντεταλμένων προσκόρων ἔξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δρχ. ἢ ἔνον συνάλλαγμα, ποσὸν εἰς Δολ. Η.Π.Α. ἀντίστοιχον εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8) α. Πρὸς τὸν σκοπὸν τῆς διεκπεραϊσσεως τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παρούσαν σύμβασιν ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσω οἰσασθήτο τραπέζης ἢ Πράκτορος νομίμως ἔξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ἔνον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴ τῆς ἴσχυούσης γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πάνα «πτρίμ» συναλλάγματος, ἐπιβαρύνσεις, διαφορὰν ἐπὶ ἐλαττον (AGIOS), φόρους συναλλάγματος καὶ μεσοτείας οἰσασθήποτε φύσεως τυχὸν ἐπιτρεπομένας ἢ ἐπιβαλλομένας παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλήσεως συναλλάγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β. Συμφωνεῖται περαιτέρω διτοῦ ἡ Ἑλληνικὸν Δημόσιον ηδελεν υἱοθετήση σύστημα διαφορικῶν τιμῶν συναλλάγματος ἢ σύστημα πολλαπλῶν PRIMES ἔξαγωγῶν καὶ ἐπιβαρύσεων εἰςαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὁποίαν ἡ Ἐταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ἔνον συνάλλαγμα δὲν θὰ είναι ἐπίσης ὀλιγώτερον εὐνοϊκὴ ἀπὸ τὸν σταθμιζόμενον μέσον δρού (WEIGHTED AVERAGE) τῶν πραγματικῶν (EFFECTIVE) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἀλλων ἐπιχειρήσεων ἔξι ἔξαγωγῶν μεταλλευμάτων ἐξ Ἑλλάδος.

Τοιούτος σταθμιζόμενος μέσος δροῦ (WEIGHTED AVERAGE), θὰ ὑπολογίζεται δάνει καθυστερήσεως καὶ ἐν ἀνάγκη ἐπὶ προσωρινῆς δέσεως καὶ ἡ τιμὴ θὰ κρατήται διετού τὸ δυνατὸν τρέχουσα χρησιμοποιουμένων ως δέσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἐξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

9) Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἀτινα ἡ Ἐταιρεία τυχὸν τηρεῖ εἰς Ἑλληνικὸν νομίσμα, ἡ Ἐταιρεία διὰ τὰ λογιστικὰ βιβλία της μόνον, θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας της, ἐπιβαρύνσεις καὶ ὑποχρέωσεις της ως καὶ τὰ εἰς ἔνον συνάλλαγμα ἔσοδα τῆς τὰ προερχόμενα ἀπὸ πωλήσεως εἰς τὸ ἔξωτερικὸν καὶ ἀλλας πηγάδες, εἰς τὴν εἰς δρχ. ἀντιστοιχίαν των καὶ εἰς τιμὴν ώς καθορίζεται αὐτῆ ἐν τῇ προηγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἄρδρου, εἰς ἦν ἡ Ἐταιρεία δικαιοῦται νὰ ἀγοράζῃ δρχ. διὰ ἔνον συναλλάγματος τὴν ἡμέραν καθ' ἦν ἐκάστη πράξεις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἐταιρείας.

10) Ἔὰν καὶ δύτεται ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορίσματος διὰ δολλ. Η.Π.Α.. ως καθορίζεται ἐν παρ. 12 τοῦ ἄρδρου 12 ως καὶ ἐν τῇ ὥρᾳ ἀνω παρ. 9 τοῦ πασόντος ἀπόθεον θὰ πιστοποιούνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ἔνοης Τραπέζης τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ είναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλ. Η.Π.Α.. ως καθορίζεται εἰς τὴν παρ. 8 τοῦ πασόντος ἄρδρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέα Υόρκη κατὰ τὸ τέλος τῆς ἐογασίου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποίησεις τιμῶν συναλλάγματος δι' ἀλλας ἔνον νομίσματα καὶ γοργηγούντων κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσω Ἑλληνικοῦ ἢ ἔνον Τραπέζων ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

*Ἀρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Ἐταιρείας.

1. Ἡ Ἐταιρεία ὑποχρεούται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπασῶν τῶν ἐργασιῶν της, ἐρευνητικῶν, γεωτρήσεως, παραγωγῆς μεταφορᾶς καὶ πωλήσεων.

2. Ἡ Ἐταιρεία θὰ ὑποθέτῃ εἰς διπλοῦν εἰς τὸ ὑποχρεούσιας τριμηνιαίας καὶ ἐτηρίας ἐκδέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας της ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

*Ἐπεικηγητικὸν ὑλικὸν ως π.χ. πυρήνες γεωτρήσεων, ἀπολιθώματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ δραχμῶν κατ. θηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τοὺς

ιδίους αὐτῆς χώρους συμφωνούμενους δτι ἀρμόδιοι ἔξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἐλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἑπεξηγηματικὸν τοῦτο ὑλικόν. Εἶναι τὸ Ἐλληνικὸν Δημόσιον ἑπεξηγηματικὴν νὰ λαμβάνῃ τοιοῦτον ἑπεξηγηματικὸν ὑλικὸν δι' ιδίαν αὐτοῦ χρήσιν ἢ Ἐταιρείᾳ θὰ συμμορφοῦται πρὸς τὸ αἴτημα τοῦτο ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις τοιαύτες δαπάνας διὰ τὴν Ἐταιρείαν καὶ δὲν καθυτερεῖ ἡ ἐμποδίζει τὰς ἐργασίας της καθ' οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἑξηγητήσεως τοῦ τοπικοῦ γὰρ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν Ὑπηρεσιῶν τοῦ Ἐλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν Ἐλλάδα, ἡ Ἐταιρείας ὑποχρεοῦται νὰ ὑποδέλλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειὰν τῶν ἐργασιῶν της, περιλαμβανομένων τῶν πληροφοριῶν καὶ ἐρμηνειῶν ἀπὸ τοὺς ἐργολάβους ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις δτι ὅλαις αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὡς καὶ τῆς TEXACO INC καὶ τῶν ὑπὸ αὐτῆς ἐλεγχομένων καὶ συνεργαζομένων Ἐταιρειῶν καὶ οἰαδήποτε συμπεράσματα καὶ ἐρμηνεῖαι κτῷμεναι ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Ἐταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦνται εἰς τὸ Ἐλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἐταιρείας.

Διὰ τῶν λέξεων πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένων νοοῦνται τὰ κάτωθι:

α) Διὰ τὴν σεισμικὴν ἔρευνην.

1. Πλήρης σειρὰ σεισμικῶν τομῶν χρόνου (SEISMIC TIME SECTIONS) δι' ὅλα τὰ μετρηθέντα σεισμικὰ προφίλ (SEISMIC PROFILES).

2. Πλήρη στοιχεία τῶν μετρήσεων προσδιορισμοῦ ταχυτήτων διὰ τῆς μεθόδου διαδλάσσων (VELOCITY DETERMINATION BY REFRACTION METHOD).

3. Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ιδιαιτέρως δι' ἔκχετον συνενήδοιζοντα χαρτῶν ίσοντων καινοτυπίαν (MAP OF ISOCHRONES FOR EACH CONTINUOUS PHANTOM HORIZON).

4. Τεχνικαὶ ἑκδέσεις περὶ τῶν ἐπὶ τόπου τῶν ἐργων χρησιμοποιηθεῖσῶν μεθόδων.

5) Διὰ τὴν γεωτρήσεων μετοήσεις.

1. Ἐδομασθιαῖον δελτίον πρόδου γεωτρητικῆς ἐργασίας.

2. Στοικιατογραφικαὶ καὶ λιθολογικαὶ τοινὶ τῶν νεωτοήσεων (STRATIGRAPHICAL AND LITHOLOGICAL LOG OF DRILL-HOLES).

3. Συνεχὴς σειρὰ δειγμάτων τῶν γεωτρήσεων (CUTTINGS).

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετοήσεις.

SCHLUMBERGER (THE DIFFERENT LOGGINGS).

Τὰ ἀντίγραφα τῶν ἐγγράφων (COPIES OF RECORDINGS) διὰ τὰς ἀκολούθους μετρήσεις ἐντὸς τῶν γεωτρήσεων (δι' σας ἐξ αὐτῶν ἥμελον ἐκτελεσθῆ):

1. Ἐγγραφὴ ἡλεκτοικῆς εἰδικῆς ἀντιστάσεως. (ELECTRICAL RESISTIVITY LOGGING).

2. Ἐγγραφὴ ἡλεκτοικοῦ φυσικοῦ δυναμικοῦ (SELF-POTENTIAL LOGGING).

3. Ἐγγραφὴ ὀχτίνων γ καὶ νετρονίων (γ-RAY AND NEUTRON LOGGING).

4. Ἐγγραφὴ ταχύτητος σεισμικῶν κυμάτων (VELOCITY LOGGING).

5. Ἐγγραφὴ LATEROLOG—MICROLATEROLOG.

6. Ἐγγραφὴ κλίσεως καὶ παρατάξεως στρωμάτων (DIP STRIKE LOGGING).

4. Η Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας τὰς τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ αὐτῆς δι' οἰαδήποτε φρέστα, τὴν ἐναρξιν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἢ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς ἄνω ὑπὸ στοιχείου 2 ὑποχρεώσεως ὑποθολῆς τριμηνιαίων καὶ ἐτησίων καταστάσεων.

5. Οἰκονομικαὶ ἑκδέσεις τῆς Ἐταιρείας θὰ ὑποθολωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἑκάστης διαχειριστικῆς περιόδου.

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἔξουσιοδοτημέναι 'Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν κατὰ λογικὰ χρονικὰ διαστήματα μετὰ προηγουμένην εἰδοποίησιν τὰς ἐπιστήμους καταστάσεις καὶ θιλία τῆς Ἐταιρείας κατὰ τρόπον ὅμως μὴ παρακαλώντα τὰς ἐργασίας τῆς Ἐταιρείας, πρὸς τὸν σκοπὸν τῆς θεσμούσεως τῆς ἀκριβεῖας τῶν ἐγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικῶτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν 'Ὑπηρεσίων τοῦ Ἐλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ Τεχνικὰς ἐργασίας τῆς Ἐταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνουσι γνῶσιν τῶν λεπτομερειῶν τῆς προόδου τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώραν κατὰ τρόπον ὄντες νὰ μὴ παρακαλώνται αἱ τρέχουσαι ἐργασίαι τῆς Ἐταιρείας.

7. Ἐξαρέσει γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ συνολικὸν ἔάθισος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρέστων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχήν, τὸ Ἐλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεία, ἔκθεσιν καὶ ὑλικὸν διαβεβαίωμενα ὑπὸ τῆς Ἐταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἐταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἐλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὡς οἰσμένην ἐρευνητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἡν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἀμέσως μετά τὴν λῆξιν τῆς παρούσης συμβάσεως.

Η Ἐταιρεία δὲν θὰ ἀρνήσει ἀναιτίως εἰς τὸ Ἐλληνικὸν Δημόσιον τὴν ἔγκρισίν της διὰ τὴν δημοσίευσιν ἢ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσίευτεων. Ἡ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένη φράσει καινοτομίαν εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς Ἐταιρείας δοθεῖσῶν πληροφοριῶν ἐὰν κατὰ τὴν λῆξιν τῆς Ἐταιρείας τοῦτο δύναται: νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόντων αὐτῆς.

Αρθρον 15.

Κατάληψις ἐδάφους—Δουλεῖαι διόδου—Δικαιώματα χρησιμοποιήσεως ὑδάτων καὶ οἰκοδομικῶν ὑλικῶν.

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ πασχαλιμάνῃ καὶ χρησιμοποιῇ ἄνευ ἀποζημιώσεως τινὸς καὶ κατόπιν ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιστημονικὰ στοιχεῖα καὶ πληροφορίας παραχωρουμένας πρὸς τοῦτο τὸν Ἐταιρείας τρία (3) ἔτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐν σχέσει πρὸς ὡς οἰσμένην ἐρευνητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἡν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἀμέσως μετά τὴν λῆξιν τῆς παρούσης συμβάσεως.

Ἐὰν οἱ ἀναγκαιούντες χώροι αἱ ἀνήκουσι εἰς τὸν ἔτερον γενικὰ πρόσωπα η κατάληψις τούτων θὰ πραγματοποιήσται δάσεις τῶν κειμένων νόμων.

2. Ἐπιφυλασσόμενων τῶν ἀναγκῶν τοῦ προστατεύοντος φρέστας καὶ λατομικοῦ χώρους μὴ μεμισθωμένους, ἀτιναγκαῖα διὰ τὴν διεκπεσίαν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ Ἐλληνικὸν Δημόσιον.

Ἐὰν οἱ ἀναγκαιούντες χώροι αἱ ἀνήκουσι εἰς τὸν ἔτερον γενικὰ πρόσωπα η κατάληψις τούτων θὰ πραγματοποιήσται δάσεις τῶν κειμένων νόμων.

2. Ἐπιφυλασσόμενών τῶν ἀναγκῶν τοῦ προστατεύοντος φρέστας καὶ λατομικοῦ χώρους μεταλλεύσεων ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλεύσεων δικτάξεις τοῦ προστατεύοντος φρέστας καὶ λατομικοῦ χώρους μὴ μεμισθωμένους, ἀτιναγκαῖα διὰ τὴν διεκπεσίαν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸν Δημόσιον μερίμνη καὶ διατάξεις τῆς Ἐταιρείας. Αἱ περὶ προστασίας τῆς διδικτάξεις ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλεύσεων δικτάξεις τοῦ προστατεύοντος φρέστας καὶ λοιποὶ δικτάξεις τῶν περικλειστών ὑπόγειας μῆδατα, ἐπιφανειακὰ μῆδατα η πηγάδες. Θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ διατάξεις τῆς Ἐταιρείας. Αἱ περὶ προστασίας τῆς διδικτάξεις ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλεύσεων δικτάξεις τοῦ προστατεύοντος φρέστας καὶ λοιποὶ δικτάξεις τῶν περικλειστών Νόμων καὶ ἐέσων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν η εἰδικῶν Νόμων. ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ὑπό

της παρούσης συμβάσεως δριζόμενα και τὰς διατάξεις του Νόμου 3948) 1959 περὶ υδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κονότητες, ὡς καὶ οἱ ἴδιοκτηται ἢ κάποιοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέπωσιν τὴν διέλευσιν ὑπογείων σωληνώσεων μεταφορᾶς υδρογονανθράκων ἢ καὶ ὅπου ἢ ὑπόγειος τοποθεσίας δὲν εἶναι ἐφικτὴ ἢ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν σωληνώσεων. Προσέτι οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαῖαν ἔργασίαν, διὰ τὴν κατασκευὴν, γρῆσιν, συντήρησιν ἢ ἐπισκευὴν τῶν σωληνώσεων τούτων Ἐσ' ὅσον ἐν τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἐταιρείας διάλετεται ἢ ἴδιοκτησία ἢ τὰ δικαιώματα Δημών, Κοινοτήτων ἴδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων. ἐξαίσεται τῆς ἴδιοκτητηκαὶ καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἀποζημιώσεις καθοὐλεύεται κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἔκμετάλλευσιν μεταλλείων, ἐκστ. οὐτε ἰσχυρόντα διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτοιώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἵσχουσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς γοῆσιν τῆς Ἐταιρείας τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ Ἐταιρεία δικαιοῦνται ποσέται νὰ ποιῆται γοῆσιν τηοῦσα τὰς οἰκείας διατάξεις τοῦ Α.Ν. 1540) 1938 ἀρδροῦ 12 καὶ τοῦ Α.Ν. 2344) 1940 περὶ αἰγιαλοῦ καὶ παρολίας καὶ παντὸς ἑτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωῶν λιμένων, προσκυναῖν καὶ δομῶν ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτωτεκόστωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν συετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἔγκαταστάσεων τόσον ἐπὶ τῶν προβλητῶν, προκυναῖν καὶ δομῶν, δον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ ΓΕΝ, τὴν ὅποιαν δὲν φένται νὰ ἀρνηθῇ ἀνέν σοβαρῶν λόγων.

4. Καθυστερήσεις εἰς τὰς ἑογχαῖς τῆς Ἐταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑπογρεῶσεων της βάσει τῆς παρούσης συμβάσεως, δοεἰλύεναι εἰς ἔλλειψιν ἀπασιτήτου διὰ τὰς ἔργασίας ἐνεργείας ἢ ἀδείας οἰσασθήποτε Κοστικῆς Ἀργῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀσθῇ δι' ἐπιμελοῦς καὶ προστοκούσης ἐνεργείας ἐν μέρους τῆς Ἐταιρείας δὰ δεωρήται ἀνωτέρα δία, συνεπιφέρουσα καὶ ἀπάτας τὰς συνεπείας τῆς ἀνωτέρας δίας.

*Αρθρον 16.

Χρηματοποίησις ἐργολάθων.

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας συμφώνων πρὸς τὴν παρούσαν σύμβασιν περιλαμβανούντων καὶ τῶν γεωφυσικῶν ἔσενων καὶ βαθέων ἐξερευνητικῶν γεωτοήσεων, ἡ Ἐταιρεία δὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ ἐργολάθους καὶ ὑπεργολάθους.

2. Τὸ πλῆρες κείμενον διαλογίων τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάθων καὶ ὑπεργολάθων, ὡς ἐν προηγουμένῃ παραχράσῳ 1. δὰ ἀνακοινοῦται ὑπὸ τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἀρδροῦ 11 καὶ 17 τῆς παρούσης συμβάσεως δὰ ἐφαρμόζονται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ὡς ἄνω ἐργολάθων καὶ ὑπεργολάθων καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἀρδροῦ 13 τοῦ παρόντος δὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολάθων καὶ ὑπεργολάθων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάθους καὶ ὑπεργολάθους ὑπὸ τῆς Ἐταιρείας κατὰ τὴν διάρκειαν οἰσθήποτε διαχειριστικῆς περιόδου δὰ δεωροῦνται ὡς ἐπειδύσεις τῆς Ἐταιρείας συμφώνως πρὸς τὰ ἐν ἀρδρῷ 3 τῆς παρούσης συμβάσεως δριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάθων καὶ ὑπεργολάθων τῆς Ἐταιρείας ἑογχαῖς δὰ δεωρήται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἔννοιαν τῶν συμβάσεων 4 καὶ 5 τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία ὑπέχει οὐχ ἕτερον καὶ εἰς τὴν περίπτωσιν ταῦτην ἀπάτας τὰς ἐν τῆς παρούσης συμβάσεως εὐδύνα.

*Αρθρον 17.

΄Απασχόλησις Ἑλληνικοῦ καὶ ἔνου προσωπικοῦ.

1. Ἡ Ἐταιρεία δὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ διὰ τὰς ἐργασίας της ἐν Ἑλλάδι, διευθύνον, τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ Ἑλλήνων ὑπηκόων εἴτε περὶ ἀλλοδαπῶν, οἷον ἥθελε κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς.

2. Ἐπὶ τὴν αἰτήσει τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦνται νὰ ἔγκρινῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας, ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν δὲν ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἐταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας δὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μετὰ μόνιμον συνεχῆ διαμονὴν διημένην μηνῶν ἐν Ἑλλάδι, μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας δι' ἐργασίαν προσφερεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθὸς εἴναι καταβληθῆσείς ἐν Ἑλλάδι εἰς δρχ. εἴτε εἰς τὸ ἔπειρον τὸν συάλλαγμα δὰ εἰναι ἔκεινος ὁ ὅποιος δὲν φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἐταιρείας.

Ἐπὶ πλέον οἱ ὑπάλληλοι οὗτοι δὰ δικαιοῦνται τῶν προνομίων τοῦ Ν. 1413) 1950, κυρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φοροφορίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι δὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας.

΄Απουσίαι ἐξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε δὰ προστίθενται εἰς τὴν περίοδον τῶν ἐξ μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀσθ' ἡς ὁ ἀλλοδαπὸς ὑπαλλήλος δὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος.

Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας δὰ καταβάλῃ ἀπαντας τοὺς ἀλλούς ἐλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύονταν ἐκάστοτε νομοθεσίαν.

4. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἀποσχολῇ Ἑλληνας ὑπηκόων διὰ τὰς πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὅποιαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πεῖρα.

΄Ως πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ἡ Ἐταιρεία δὰ ἔχῃ ὡς ἀρχήν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν Ἑλλήνων τῶν ὁποίων είναι δυνατή ἢ ἐξεύρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἐταιρείας τὰ πρόσωπα ταῦτα είναι καταβληθαταὶ διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. Ἐν σχέσει πρὸς τὰ τυχὸν ἐογατικὰ ἀτυχήματα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν συμφώνως τὴν παρούση συμβάσει, ἡ Ἐταιρεία εὐδύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιοιμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰς ἀρδροῦ 26 τοῦ παρόντος. Ἐπίσης ἡ Ἐταιρεία κατὰ τὰς ἐργασίας γεωτρήσεων ὑφεῖται νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ισχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἐργασιῶν.

6. Ἡ Ἐταιρεία δὰ ὑποχρεοῦται ἀμα τῆς ἐνάρξεις τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως υδρογονανθράκων συμφώνως τῷ ἀρδρῷ 5 παρ. 1 καὶ 2, νὰ δέχεται πρὸς ἐκπλήσειν καθ' ἔκαστον ἔτος δύο ὑποψήφιους ὑποδεικνυομένους ὁ εἰς ὑπὸ τῶν γεωληγικῶν καὶ ὁ ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοομένου ὅτι:

α) "Απασι: αἱ δαπάναι τῶν μαθητευομένων δὰ καταβάλλονται ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου.

β) Τὸ πρόγραμμα ἐκπαιδεύσεως δὰ ἀναφέρηται εἰδικῶς εἰς πρακτικάς ἐργασίας αἱ δὲ λεπτομέρειαι τῶν δὰ καθορίζωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τὴν βάσει γενικῶν ὀδηγιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότητης εἰς τὸν μαθητευομένον τῆς ἀποκτήσεως πρακτικῆς πειρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως υδρογονανθράκων.

γ) Η περίοδος έκπαιδεύσεως θὰ είναι κανονικής διαρκείας έξι μηνών πλήγη ἀντιθέτου ἀμοιβαίας ικανοποιητικής συμφωνίας μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαχητευομένου θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἐταιρείας, ήτις δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἔγκρισιν ἐὰν κατὰ τὴν γνώμην τῆς διαρκείας είναι ἀκατάληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκομένου σκοποῦ. Ἡ Ἐταιρεία θὰ ἔχῃ ὠσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαχητευομένου ἡδη ἔγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφοτέρας δύμως τὰς ώς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδειξεως ἀντικαταστάτου.

Ἄρθρον 18.

Λογιστικὰ Βιβλία.

Τὰ λογιστικὰ βιβλία τῆς ἐπιχειρήσεως ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τὴν Ἑλληνικὴν καὶ ἐξὸν τὸ ἐπιδιωματοῦ Ἡ Ἐταιρεία καὶ εἰς τὴν Ἀγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰ ἀρχὰς καὶ κανόνας καὶ τοῦ ἐκάστοτε ἐν Ἑλλάδι: ἰσχύοντος Κώδικος Φορολογικῶν στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν δπως ἐκφράζει, τὸ ἐκ τοῦ Ἑλληνικοῦ εἰσαγωγησόμενα κεφάλαια καὶ τὰς δαπάνας της εἰς δολλ. Η.Π.Α. καὶ δπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζει τοὺς ισολογισμοὺς εἰς τὸ αὐτὸν οὐμάτην.

Αἱ φορολογικαὶ δηλώσεις δύμως τῆς Ἐταιρείας αἱ ὑποδειλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσωνται εἰς δρχ. διὰ τῆς χρησιμοποιητεως διὰ τὴν μετατροπὴν εἰς ἔννον συνάλλαγμα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ἔννον νομιμάτων τοῦ καθοριζομένου ἐν παρ. 8 καὶ 9 τοῦ ἀρθρ.13.

Άρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

Ἡ Ἐταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ὀλοσχερῆ ἐλευθερίαν Διοικήσεως καὶ Διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως.

Ἡ Ἐταιρεία θὰ κέντηται πλήρῃ ἐλευθερίᾳν νὰ κανονίζῃ καὶ κατεύθυνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικαὶ καὶ ἐργασιῶν, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα δπως ἀνὰ πᾶσαν στιγμὴν κατὰ τὰς δραστηριότητας διὰ τῶν ἀρμοδίων ὀργάνων ἐλέγχου του ἐπιθεωρεῖ τὰς ἐργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις ἐργασιῶν τῆς Ἐταιρείας ἐν Ἑλλάδι ἀποκλειστικῶς πρὸς τὸν τοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων διατάξην.

Άρθρον 20.

Ἐπιστροφή.

1. Ὁποτεδήποτε κατὰ τὴν διάρκειαν τῆς ισχύος, τῆς παρούσης συμβάσεως ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον δλας ἡ οἰνδήποτε τρῆμα μιᾶς ἡ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἐταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις δτι ἐὰν ἐπιστραφῇ τυῆμα μόνον ἐρευνητικῆς ἐκτάσεως τὸ τρῆμα τοῦτο δὲν θὰ εἴναι ἔλαστρον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ισχύος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἐκουσίας εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἡ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν ἡ δὲ κατέχῃ κατὰ τὴν στιγμὴν ἐκείνην.

3. Ἄπὸ τῆς ημερομηνίας καθ' ἥν θὰ πραγματοποιηθῇ οἰανδήποτε ἐκουσία ἐπιστροφή κατὰ τὰς παρ. 1 καὶ 2 ἀνωτέρω, πενταντα τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Ἐται-

ρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν ἡ τρῆμα αὐτῆς ἡ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Ἐταιρεία θὰ ἔχῃ ἐκπληρώσῃ ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν (ἡ τμῆμα αὐτῆς) ἡ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπροβλέμσους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν ἡ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ὡς αὗται: καθορίζονται ἐν ἀρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέραστος οἰασδήποτε τῶν περιόδων ἑταῖν τῶν ἀναφερομένων ἐν τῷ ἀρθρῳ 2 τούτῳ (3), καθ' ἥν λαμβάνει κχώραν ἡ τοιαύτη ἐπιστροφή.

Άρθρον 21.

Πρόστιμα καὶ Ἐκπτωσις Λύσις τῆς Συμβάσεως διὰ τῆς Λήξεως.

Πρόστιμα:

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὑποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν προβλέπεται: εἰς τὴν παρούσαν σύμβασιν κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ημερῶν νὰ ἐπιβάλῃ ὡς ποινὴν διὰ τὴν παράβασιν τῶν δρῶν αὐτῆς ἡ διὰ μὴ συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ἀυτῆς ὑποχρεώσεις τῆς. πρόστιμα εἰς τὴν Ἐταιρείαν δύναμενα νὰ ἀνέλθουν ἀπὸ δολλ. 1.000. μέχρι 5.000 δολλ. Η.Π.Α. δι' ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποίησεως τῆς Ἐταιρείας ὑπὸ τοῦ Δημοσίου, τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις (α) ἔως (στ) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλ. Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἴναι αἱ ἀκόλουθοι:

α) Μὴ συμμόρφωσις πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως ὡς δρῖζονται εἰς τὸ ἀρθρον 3.

β) Μὴ συμμόρφωσις πρὸς τὰς ὑποχρεώσεις ἐργασίας ὡς δρῖζονται εἰς τὸ ἀρθρον 4.

γ) Μὴ συμμόρφωσις πρὸς ἀπόφασιν διαιτησίας ἐκδομεῖσαν δύσει τὸ ἀρθρον 6 παρ. 4.

δ) Η μὴ πληρωμὴ τῶν κατὰ τὸ ἀρθρον 9 δικαιωμάτων.

ε) Μὴ ἵκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς δρῖζονται: ἐν ἀρθρῳ 12.

στ) Μὴ συμμόρφωσις πρὸς τοὺς ἀφορώντας μεταβιβάσεις δρῶν τὸ ἀρθρον 23.

2. Η κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιηθῇ πάραυτα ἐγγράφως εἰς τὴν Ἐταιρείαν καὶ τὸ πρόστιμον θὰ καταβάληται: ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιησεως, ἐφ' ὅσον δμως ἡ Ἐταιρεία δὲν ἔχει προδῆ εἰς ἐνεργείας πρὸς τὴν περιστερή της παραβάσεως ἡ τῆς μὴ συμμορφώσεως τῆς, ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30ητα ημερῶν καὶ δὲν συνεχίζει ταύτας ἀναμυτερήσεων καὶ διακοπῶν πρὸς τὸν σκοπὸν τῆς ἀφορώντας παραβάσεως τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως τῆς δὲν προσέφυγε εἰς τὸν προστίμον της παραγράφου 1 τοῦ παρόντος ἀρθρου. Πάσχε τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ισχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαικιασίας.

'Εφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ηθελε δικαιωθῆ ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιουται ἐντὸς τριάκοντα ημερῶν ἀπὸ τῆς κοινοποιησεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης δριτηκῆς ἀποφάσεως, γὰς συμμορφωθῆ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμορφωσίς της ἐντὸς τῆς ὡς ἄνω περιόδου, θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρωτον καὶ μὴ οὖσαν.

Ἐκπτωσις:

3. Τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιουται κατόπιν ἐγγράφου προειδοποιησεως τριάκοντα ημερῶν νὰ κηρύξῃ τὴν Ἐται-

ταιρείαν ἔκπτωτον τῶν δικαιωμάτων της ἐκ τῆς παρούσης συμβάσεως, εἰς τὰς ἀκολούθους περιπτώσεις:

α) Μὴ συμμόρφωσις πρὸς τὰς ἐκ τοῦ ἄρθρου 3 ὑποχρεώσεις ἐπενδύσεως.

β) Μὴ συμμόρφωσις πρὸς ὄριστικὰς ἀποφάσεις ἐκδομήσομέντων ὑπὸ διαιτητικοῦ δικαστηρίου προβλεπομένου ἐν ἄρθρῳ 26.

γ) Μὴ συμμόρφωσις πρὸς δρους ἀφορῶντας μεταβιβάσεις τοῦ ἄρθρου 23.

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλ. H.P.A. 300.000 ἐντὸς τριμήνου ἀφ' ἣς ἡ ἐγγύησις αὐτῇ ἥμελε καταστῆ μικροτέρᾳ τῶν δολλ. H.P.A. 300.000 ἐξ οἰστόποτε λόγου ὀφειλομένου εἰς πταῖσμα ἡ ἀμέλειαν τῆς Ἐταιρείας καὶ εἰς οἰστόποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης συμβάσεως.

4. Ἡ ἔκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρῳ, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἅπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Ἐταιρείας εἴτε μόνον εἰς εἰδικὰς ἐρευνητικὰς ἡ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἐκείνον ὑπὸ τῆς Ἐταιρείας ἀναλόγως τοῦ ἂν ἡ μὴ συμμόρφωσις ἡ παραβάσις τῆς Ἐταιρείας ἀναφέρεται εἰς ὀλόκληρον τὴν σύμβασιν ἡ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἡ παραχωρήσεις. Ἐν περιπτώσει ὀλικῆς ἔκπτωσεως ἡ σύμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἔκπτωσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημόσιου, ἡ κηρύσσουσα ὅτι ἡ Ἐταιρεία θὰ ἔκπεσῃ ἐκ τινος ἡ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων της θὰ γνωστοποιήται πάραυτα εἰς τὴν Ἐταιρείαν καὶ ἡ ἔκπτωσις θὰ ἴσχῃ μετὰ 90ντα ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν δρόν ὄμως ὅτι ἡ Ἐταιρεία δὲν ἥρξατο ἐνεργειῶν καὶ δὲν συνεχίζει ταύτας ἄνευ καθυστερήσεων καὶ ἄνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμόρφωσεως ἡ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἡ δὲν κατέψυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26 ἐντὸς τῆς εἰρημένης περιόδου, ἔξαιρουμένης τῆς περιπτώσεως μὴ συμμόρφωσεως πρὸς τὰ καθορισμένα ὑπὸ τῆς διαιτησίας χρονικὰ ὅρια τῆς προβλεπομένης ὑπὸ τοῦ ἁδαφίου (δ) τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχὺν τῆς ἔκπτωσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας διαιτησίας.

'Εφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ διαιτητικοῦ Δικαστηρίου δὲν ἥμελε δικαιωθῆ ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιοῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης ὄριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς της ἐντὸς τῆς ὡς ἀνώ περιόδου, θέλει καθιστᾷ τὴν κήρυξιν τῆς ἔκπτωσεως ἄκυρον καὶ μὴ οὖσαν.

6. Δι' ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ κ. 'Υπουργοῦ τῆς Βιομηχανίας εἰς δάρος τῆς Ἐταιρείας ἡ διὰ τὴν κήρυξιν αὐτῆς ἔκπτωτου ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας δικαιωμάτων της, ἀπαιτεῖται σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζηται εἰς τὴν Ἐταιρείαν ὄμοι μετὰ τῆς γνωστοποιήσεως περὶ ἣς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου προειδοποιήσεις δέονται νὰ πραγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παραβάσεως ἡ τῆς μὴ συμμόρφωσεως τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις της.

Λῆξις:

8. Λύσις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ χωρῇ ἅμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἰσχύος, ἀπάντων τῶν δικαιωμάτων ἐξευγήσεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἵτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας δυνάμει τῆς παρούσης συμβάσεως.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως ἡ διὰ λήξεως (παρ. 8 ἀνωτέρω) ἡ ἔκπτωσεως (παρ. 3, 4 καὶ 5 ἀνωτέρω) ἡ ἐπιστροφῆς (ἄρθρον 20) τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀποζημιώσεως ἡ οἰστόποτε ἀλλής παροχῆς, λόγῳ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως ὅλης τῆς ἔκπτωσεως, ἀπασαὶ αἱ ὑποχρεώσεις τῆς Ἐταιρείας αἱ συσταρευμέναι μέχρι τῆς ἡμερομηνίας λύσεως δέοντα νὰ ἔχουν ἐκπληρωθῆ ὑπὸ τῆς Ἐταιρείας περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

"Αρθρον 22.

Διάδεσις τῆς Ἰδιοκτησίας τῆς Ἐταιρείας

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰστόποτε ἐρευνητικῆς ἐκτάσεως ἡ τμήματος ταύτης, ἡ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' οἰστόποτε τῶν ἐν ἄρθρῳ 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἐταιρείας φρέσατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἡ τμήματος τούτων, ἡ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὅποιων ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας εἴτε παραγόντων ὑδρογονανθράκων ἡ μὴ μετὰ τῶν κεφαλῶν φρεάτων (WELL HEAD) καὶ τῶν ὑποστηρίξεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἀνευ οὐδεμίας ἀποζημιώσεως.

"Ἀπαντα τὰ μὴ παραχωρικὰ φρέατα δέοντα νὰ κλεισθοῦν (PLUGGED) καταλλήλως ὑπὸ καὶ δι' ἐξόδων τῆς Ἐταιρείας ἀπαντά δὲ τὰ στρώματα ὑδατος δέοντα νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικὰ φρέατα θὰ πάραδομοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν δρόν ὄμως ὅτι ἡ Ἐταιρεία δικαιοῦται νὰ ἀναλάθῃ ἀπάσας τὰς ἐγκαταστάσεις της, παραχωρῆς, συγκεντρώσεως, ἀποδημίες καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ὑλικά, ἐφ' ὅσον τοῦτο δὲν παραβλάπτει ἡ θέτει ἐν κινδύνῳ τὰ φρέατα.

2' Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων, ἡ Ἐταιρεία δικαιοῦται νὰ διαμέτη ἐλευθέρως καὶ κατὰ οἰστόποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ φίδηποτε ἀλλα δικαιώματα οἰστόποτε φύσεως καὶ δῆμην τὴν διάρκειαν τῆς παρούσης συμβάσεως, μετὰ τὴν κατὰ οἰστόποτε τρόπον λῆξιν ἡ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐάν τὰ κινητὰ ἡ ἀκίνητα ταῦτα ἡ ἀλλα δικαιώματα εὑρηγνηται ἐντὸς ἡ ἔκπτωτων τῶν ἐρευνητικῶν ἐκτάσεων ἡ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ὑπὸ τῆς Ἐταιρείας.

3. 'Ἐὰν ὄμως ἡ Ἐταιρεία ἐπιυδυμῇ νὰ πωλήσῃ τὴν κινητὴν ἡ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰστόποτε ἀλλα δικαιώματα πάσαν καθορισμένα ἐκ τῶν εὐρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἡ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἡ ἀληγένη τὰ δικαιώματα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἡ τμήματος τῶν τοιούτων κινητῶν ἡ ἀκίνητων εἰς τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἰσχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἀλλα κατέχῃ ἡ Ἐταιρεία ἔχοντας τῆς παρούσης συμβάσεως οὐδεμία πωλησίας ἀκινήτων ἀντηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν διὰ ἐπιτρέπηται ἀνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου.

'Ἐν περιπτώσει καθ' ἣν δὲν ἥμελε διοθῆ ἡ τοιαύτη ἔγκρισης ἡ ἀκίνητος αὐτῆς ιδιοκτησία διὰ περιέρχηται ἀνευ οἰστόποτε καταβόλησης, εἰς τὸ Ἑλληνικὸν Δημόσιον ἀμα τῇ λήξει τῆς ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. 'Ἐὰν καθ' οἰστόποτε στιγμὴν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ἀμα τῇ λήξει τοιαύτης ἡ Ἐταιρεία διαμέση διὰ πωλήσεως τὴν κινητὴν ἡ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προϊόν τῆς τοιαύτης πωλησίας ὑπερβαίνει τὴν

ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ως αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἐταιρείας κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀποστέσεως ὑπόλογισθείσης ἔσσει τοῦ ἐπισυνταγμένου πιν. Β.) ἡ τυχὸν διαφορά:

Εἴτε θὰ προστίθεται εἰς τὰ ἀκαδάριστα ἔσοδα τῆς Ἐταιρείας τὰ πρερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, δικρούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θὰ θεωρηται πρὸς τὸν σκοπὸν τῆς ἐπιειδῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως ὡς ἀκαδάριστον ἔσσοδον.

Εἴτε θὰ ἀφαιρηται ἐκ τοῦ συνόλου τῶν ἔξιδων, ἕαρῶν καὶ τῶν δαπανῶν, τῶν μηνημονευομένων ἐν ἄρθρῳ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὃσον ἡ πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοκιτεῖται πρὸς τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἡ Ἐταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαδαρίστους εἰσπράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

Ἀντιθέτως ἔὰν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορὰ εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαδαρίστων εἰσπράξεων τῆς Ἐταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἡ πώλησις, ως εἰδικώτερον καθορίζεται ἐν παρ. 1 ἐδ. (η) τοῦ συνημένου τῆς παρούσης Πίνακος Β εἰτε θὰ προστίθεται εἰς τὰς δαπάνας, ἕαρη καὶ ἔξιδος τοῦ ἄρθρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐὰν ἡ Ἐταιρεία διατηρητή περιουσιακὰ στοιχεῖα ἐν Ἑλλάδι ἡ ἀλλαχοῦ κινητὰ ἡ ἀκίνητα δύο εἰσέτι ἔτη μετὰ τὴν λήξιν τῆς συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα ὥληρευστοποιοῦνται ὑπὸ τῆς Ἐταιρείας, τὸ προῖόν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἴσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, νοούμενον δὲ τὸ ρευστοποιημένον μερίδιον τῆς Ἐταιρείας. δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων, ἐμέσων ἡ ἀμέσων οἰαστήποτε φύσεως ἡ οἰουδήποτε εἰδους, τελῶν, δασμῶν, κρατήσεων ἡ συνεισφορῶν ἡ εἰδικῶν φορολογιῶν τακτικῶν ἡ ἐκτάκτων δι' ὠρισμένον σκοπόν, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἡ οἰαστήποτε Ἑλληνικῆς ἡ Νομικοῦ Προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δρχ. ἀποκτηθὲν παρὰ τῆς Ἐταιρείας διὰ τῆς ἐλευθέρας διατάξεως τῶν ἐν Ἑλλάδι κινητῶν ἡ ἀκινήτων αὐτῆς καὶ οἰωνήδηποτε δικαιαιμάτων αὐτῆς πάσης φύσεως συμφώνως τῇ παρ. 2 τοῦ παρόντος ἄρθρου θὰ μετατρέπηται εἰς δολλ. Η.Π.Α. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς ὄρους τοῦ ἄρθρου 13.

Άρθρον 23.

Μεταβιβάσεις.

1. Η Ἐταιρεία δικαιοῦται νὰ ἐκχωρῇ τὴν παρούσαν σύμβασιν ἐν δλῷ ἡ ἐν μέρει καὶ γὰ μεταβιβάζῃ πάντα τὰ ἐκ ταύτης δικαιαιμάτα τῆς ὑπὸ ὄρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς:

α) Εἰς ἑτέραν Ἐταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας.

β) Εἰς ἑτέραν Ἐταιρείαν, ἐλεγχομένην παρὰ τῆς TEXACO INC ἡ ὑπὸ ἑτέρας Ἐταιρείας ἐλεγχομένης ὑπὸ τῆς TEXACO INC.

γ) Εἰς οἰουδήποτε ἔτερον τρίτον ἐν τοιαύτῃ ὅμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἢτις κρίσις θὰ περιορίζεται ως πρὸς τὸ πρόσωπον φυσικὸν ἡ νομικὸν τοῦ ἐκδοχέως καὶ μόνον.

2. Ο Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους Ἐθνικῆς ἀσφαλείας νὰ ἀπαγορεύῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ὑπὸ στοιχεία 1(α) καὶ (β) τοῦ παρόντος ἄρθρου.

3. Εν περιπτώσει μεταβιβάσεως κατὰ τὰ ως ἄνω ἐν παραγράφῳ 1 ἐδ. (α) καὶ (β) ἀνωτέρω καθορίζομενα ἡ Ἐταιρεία θὰ παραμένῃ ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγγύως καὶ εἰς ὄλοκηρον μετὰ τοῦ ἐκδοχέως, διὰ τὴν

ἐκπλήρωσιν τῶν ὄρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

Άρθρον 24.

Ἐφαρμοζόμενοι Νόμοι.

1. Η Ἑλληνικὴ Κυβέρνησις ἐγγυάται εἰς τὴν Ἐταιρείαν ὅτι οὐδεὶς γενικὸς ἡ εἰδικός Νόμος, οὐδὲν διοικητικὸν μέτρον θέλει λύτη ἡ καθ' οἰουδήποτε, τρόπον τροποποιήσῃ τὴν παρούσαν σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἐταιρείας.

2. Η Ἐταιρεία καὶ αἱ ἐργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἑκάστοτε ἰχυόντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν πάντων ὅμως μόνον μέχρι τοῦ σημείου κατὰ τὸ ὅποιον δέν ἔρχονται εἰς σύγκρουσιν πρὸς τοὺς ὄρους καὶ συμβούτιας τῆς παρούσης συμβάσεως.

3. Εν περιπτώσει συγκρούσεως σημερινῆς ἡ καὶ μελλοντικῆς θὰ κατισχύουν οἱ ὄροι καὶ συμβούτια τῆς παρούσης, αἱ δὲ διατάξεις τῶν ὧς ἄνω Νόμων καὶ Κανονισμῶν αἱ συγκρουόμεναι μὲ τοὺς ὄρους καὶ συμφωνίας τῆς παρούσης δέν θὰ ἔχουν ἰσχὺν ὃσον ἀφορᾶ τὴν Ἐταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

Άρθρον 25.

Ἀνωτέρα Βία.

1. Παράλειψις τῆς Ἐταιρείας ὅπως ἐκπληρώσῃ οἰκνδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεων, δὲν θὰ παρέχῃ τὸ δικαιώματα εἰς ἔγερσιν οἰαστήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρεῖται παράδεισις τῆς παρούσης συμβάσεως, ἐφ' ὃσον ἡ ὧς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν εἰαν. Ο δρος οὗτος θὰ τεριλαμβάνῃ ἀλλ' οὐχὶ περιοριστικῶς πράξεις τοῦ ἔχθρου, ἀποκλεισμοὺς θεομηνίας, ἐπιδημία, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχία γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφύλιος ταρχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰαστήποτε Κυβερνητικὴν πρᾶξιν ἡ πράξεις ἡ οἰκανδήποτε Ἑλληνικῆς Αρχῆς ἡ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόθετον περίπτωσιν ἡ ἐνέργεια διαφεύγουσαν τὸν ἔλεγχον τῆς Ἐταιρείας. Εφ' ὃσον συνεπείᾳ τοιαύτης ἀνωτέρας δίκαιες καθυστερεῖται ἡ συμβάρφωσις τῆς Ἐταιρείας, πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς ἡ ἡ ἀστηριστική τῶν ἐκ ταύτης δικαιαιμάτων τῆς, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερείσας θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἡ ἀσκησιν δικαιαιμάτων.

2. Εὰν ἡ κατάστασις αὐτῇ ἀνωτέρας εἰας ὀφειλομένη εἰς μίαν ἡ εἰς περισσοτέρας αἰτίας συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὧδε εἰσί τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιαιμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεων τῆς ἐκ τῆς παρούσης συμβάσεως, δόπτε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφω παραιτήσεις θὰ παροῦσα σύμβασις θὰ λύεται.

Ἐπὶ τῇ τοιαύτῃ παραιτήσει ἡ Ἐταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑποχρεώσεών της πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ Ἑλληνικὸν Δημόσιον ως καὶ ἡ Ἐταιρεία δὲν θὰ διατηροῦν οἰαστήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπληρώσιν οἰουδήποτε τῶν ὄρων τῆς παρούσης συμβάσεως ὑπὸ ἐκπλήρωσης τῶν συμβάλλομένων καὶ θὰ δίσουν ἀμφότεροι πιν. ηγέτη καὶ ἀνεπιφύλακτοι ἐγγράφων ἀπαλλαγήν.

Άρθρον 26.

Διειτήσια.

1. Εξαιρέσει τῶν ἐν παρόντος ἄρθρου πασῶν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας διαφωτίσασις τὴν παρούσαν σύμβασιν θὰ δίσονται τὰ ἐπί την παρούσην σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦ Νόμου 3948(1959) «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀσφίων ἀπαλλαγῆς».

2.. Προκειμένου ὅμως περὶ ἐπιειδῆς τῆς ποινῆς τῆς ἐκπτώσεως ως ἐν ἄρθρῳ 21 ὁρίζεται, ἡ ἀμφιστητήσεων ἀριθμοσῶν διαφορά, διένεσιν ἡ διαφωτίσαν ως πρὸς τὴν ἐργατικήν καὶ ἐφαρμογὴν τῶν ὄρων τῆς συμβάσεως αἰτίνες δύνανται γὰ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ως καὶ προκειμένου γε-

"Αρθρον 28.

Εύθυνη Έλληνικού Δημοσίου ἐπὶ ὑπάρξεως Δικαιωμάτων
ἐπὶ τῶν παραχωρούμένων περιοχῶν.

νικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἄρθρα 3, 4, 6,
12 καὶ 13 ἡ διαιτησία διεξάγεται κατὰ τὸν ἐπόμενον τρόπον.

Οἱ αἰτῶν τὴν διαιτησίαν δι' ἔγγραφου ἀπευθυνομένου να:
καινοποιούμενου πρὸς τὸν ἔτερον συμβαλλόμενον καθορίζει:
ἀκριβῶς τὰ δέματα τῆς διαφορᾶς διενέξεως ἢ διαφωνίας
καὶ ἕρτεις τὸν διαιτητὴν αὐτοῦ, καλῶν καὶ τὸν ἔτερον συμβαλ-
λόμενον ὅπως προδῆται εἰς τὸν ὄρισμὸν τοῦ δευτέρου διαιτητοῦ.

Οἱ πρὸς δὲν ἡ κοινοποίησις ἀντισυμβασλόμενος ὑποχρεοῦται
ἐντὸς προθεμίας εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιή-
σεως πρὸς αὐτὸν τῆς αἰτησεως διαιτησίας δι' ἔγγραφου κοι-
νοποιήσεως ὅπως ὄρτη τὸν διαιτητὴν αὐτοῦ. Παρέ-
θουσίσης ἀπράκτου τῆς προθεμίας ταύτης τὸν δευτέρον διαι-
τητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνοῦς Διαρκοῦς Δικαστη-
ρίου τῆς Χάγης τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαι-
τησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται ὅπως, ἐντὸς εἴκο-
σιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ
δευτέρου διαιτητοῦ, ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαι-
τητὴν, διτις θά εἰναι Πρόεδρος τοῦ Διαιτητικοῦ Δικαστη-
ρίου. Μὴ συμφωνούντων τῶν Διαιτητῶν εἰς τὸ Πρόσωπον τοῦ
Τρίτου διαιτητοῦ ἡ παρελθόντης ἀπράκτου τῆς πρὸς διορι-
σμὸν αὐτοῦ προθεμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διε-
θνοῦς Διαρκοῦς Δικαστηρίου τῆς Χάγης κατόπιν αἰτήσεως
τῶν διαιτητῶν ἡ τοῦ ἐνδέ τούτων.

Οἱ διαιτηταὶ ὁρείλουσι ὅπως ἐντὸς προθεμίας δύο (2)
μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν τρίτον
διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεμία αὕτη δύ-
ναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Έλληνικοῦ Δημοσίου
καὶ τῆς Έταιρείας.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσι τυπικὴν
διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Δικαιοῦνται
ὅπως ἔξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι
πραγματογνώμοσύνας καὶ λαμβάνωσιν ὑπὲρ φύιον οἰαδήποτε ἀπο-
δεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ἡ κωλύματος τινὸς τῶν διαιτη-
τῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος
κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν τοῦ διαδικασίαν. Εἰς
τὴν περίπτωσιν ταύτην ἡ προθεμία πρὸς ἔκδοσιν τῆς διαιτη-
τικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ
τῆς ἐκδηλώσεως τοῦ κωλύματος, ἡ τῆς ἀρνήσεως, βεβαιούμε-
νης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυσμένων διαι-
τητῶν μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυσμένου ἡ ἀρνου-
μένου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἀρνησίς τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαι-
τητὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὄριστική, τελεσίδικος
καὶ ἀμετάβλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἡ ἔκτακτων
ἔνδικον μέσον.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ συνήθης ἀποζημίωσις τῶν
διαιτητῶν καθορίζομενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως διά-
ρύνουσι τὸν ἥττωμενον ἐν τῇ διαδικασίᾳ διάδικον.

"Αρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ Έλληνικοῦ Δημοσίου.

'Εφ' ὅσον ἡ Έταιρεία θὰ χρησιμοποιῇ συνεχῶς Ἰδιοκτησίαν
κινητὴν ἡ ἀκίνητον τοῦ Έλληνικοῦ Δημοσίου:

α) Συνεπείᾳ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἄρθρῳ 15 ὄρι-
ζομενα.

β) Βάσει τῶν ἐτέρων διατάξεων τοῦ ἄρθρου 15 ἡ

γ) Βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Έλληνικοῦ
Δημοσίου καὶ τῆς Έταιρείας συναπτομένης κατὰ τὴν διάρ-
κειαν τῶν ἐργασιῶν τῆς Έταιρείας, ἡ Έταιρεία ἀναλαμβάνει
τὴν ὑποχρέωσιν νὰ ἐπιμελήται διὰ τὴν ἰδιοκτησίαν ταύτην ὡς
ἔαν ἡτο ἡ ἴδια ἰδιοκτήτρια καὶ γὰρ προστατεύῃ τὰ συμφέροντα
τοῦ Έλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαι-
τήσεως οἰουδήποτε τρίτου.

"Αρθρον 28.

Τὸ Έλληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν
ἔτερον νόμιμον δικαίωμα ἡ ἀπαίτησις ὑφίσταται ἀναφερόμενον
εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἔκμεταλλεύ-
σεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῶς ἐρευνητικῆς περι-
οχῆς, ὡς ὄριζεται ἐν ἄρθρῳ 1, ἐὰν δὲ ηδελεν ἀξιωμῆται τοῖου-
τον δικαίωμα, τὸ Έλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑπο-
χρέωσιν νὰ προστατεύῃ τὰ δικαίωμα τῆς παρούσης συμβάσεως
παραχωρούμενα εἰς τὴν Έταιρείαν δικαιώματα καὶ γὰρ ὑπερα-
σπίσῃ τὰ συμφέροντα τῆς Έταιρείας ἔναντι τοιούτων ἀπαιτή-
σεων. Εἰναι ἐν τούτοις ἡ Έταιρεία ἡδελεν ἔκνικηθῆ ὑπὸ τρί-
του ηδελεν ἀναγνωρισθῆ ὄριστικῶς καὶ τελεσιδίκως οἰου-
δήποτε τοιούτον δικαίωμα δι' ἀποφάσεως Έλληνικοῦ Δικαστη-
ρίου ἡ ἀλλως πως, ἡ Έταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ
καταγγείλῃ τὴν παρούσαν συμφωνίαν ἀπαλλασσομένη οἰασδή-
ποτε βάσει ταύτης ὑποχρέωσεως τῆς, τὸ δὲ Έλληνικὸν Δημό-
σιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Έταιρείαν διὰ πᾶν
ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως
μέχρι τῆς τοιούτης λύσεως.

"Αρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (MARKETING) καὶ Διύλισις.

Διάθεσις εἰς τὴν ἀγοράν.

1. Δυνάμει τῆς παρούσης συμβάσεως καὶ ἀνευ ἐτέρας δια-
τυπώσεως ἡ Έταιρεία ἀποκτᾷ αὐτοδικαίως τὸ δικαίωμα τῆς
πωλήσεως καὶ διανομῆς πετρελαϊού ὡῶν ἐν Ελλάδι. Ἡ Έται-
ρεία θὰ προμηθεύῃται ἀπαντὰ τὰ ὀκτακά προϊόντα πετρελαϊού
παρὰ τοῦ Έλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἡ ἐτέρων Διϋλι-
στηρίων ὑπαρχόντων ἐν Ελλάδι ἐκ τῶν ὑπὸ τούτων διοικη-
νοποιούμενων προϊόντων. Ἡ Έταιρεία θὰ κέντηται ὅμως τὸ
δικαίωμα τῆς εἰστραγγής ὑπὸ τοὺς αὐτοὺς πρὸς τοὺς ἀλλούς
ἔμπορους ὄρους καὶ μέχρι τοῦ ποσοῦ τῶν ἀναγκῶν τῆς ἴδιας
αὐτῆς ἀγορᾶς ἐν Ελλάδι, βενζίνην ἀεροπλάνων (AVIATION
GASOLINE) καυσίμων ἀεροστροβίλων (TURBINE FUELS)
καὶ εἰδικὰ προϊόντα, ἀτινα δὲν διοικηνοποιούμενην πετρελαϊού
τοῦ Έλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

2 Πρὸς τὸν ὡς ἀνώ σκοπὸν τὸ Έλληνικὸν Δημόσιον θὰ
χορηγήσῃ τῇ Έταιρείᾳ ἀνευ ἀδικιαίοιλογήτου καθυστερήσεως
πᾶσαν ἀδειαν ἡ ἔγκρισιν οἰασδήποτε φύσεως τυχὸν ἀναγκαίαν
διὰ τὴν ἴδρυσιν καὶ διεξαγωγὴν τῆς ἐργασίας διανομῆς προϊ-
όντων πετρελαϊού ἐν Ελλάδι. Διὰ τὴν ἔγχωριον κατανάλωσιν
καὶ διὰ ἐφοδιασμὸν τῆς διεθνοῦς ἀεροπορίας καὶ πλοίων διὰ
καυσίμων ὑπὸ ὄρους καὶ συνθήκας οὐχὶ ὀλιγώτερον εὐνοϊκὰς
τῶν παραχωρούμενων πρὸς οἰασδήποτε ἐτέρων Έταιρείαν
πωλούσαν πετρελαϊοειδῆ ἐν Ελλάδι περιλαμβανούσας οὐχὶ
ὅμως περιοριστικῶς ἔγκρισεις καὶ ἀδειας διὰ τὴν ἀπόκτησιν,
κατακευήν, ἐνοικίαν (LEASING) καὶ λειτουργίαν:

α) Τῶν ἀναγκαίων ἀποδημευτικῶν ἔγκαταστάσεων (TER-
MINAL) διὰ τὴν παραλαβὴν προϊόντων δι' ἀγωγῶν ἐκ τοῦ
Έλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἡ ἀλλων Διϋλιστηρίων
ὑφισταμένων ἐν Ελλάδι καὶ τὴν παραλαβὴν ἐκ τοῦ ἀξιωτεροῦ
τῆς ὡς ἀναφερθεῖσης βενζίνης ἀεροπλάνων, καυσί-
μων ἀεροστροβίλων καὶ εἰδικῶν προϊόντων ἐξ ὑπερποντίων πε-
τρελαϊοειδῶν.

β) Τῶν ἐν τῷ ἐσωτερικῷ ἔγκαταστάσεων ἀποδημευτικῶν
χῦμα καὶ ἀποδημηῶν.

γ) Τῶν ἔγκαταστάσεων δι' ἀποδημευσιν, χειρισμὸν καὶ
παράδοσιν ἀεροπλανῶν καυσίμων (FUEL) εἰς ἀπαντας τοὺς
ἔμποροικούς ἀερολιμένας ἐν Έλλάδι.

δ) Ἀποδημευτικῶν μέσων (BUNKER FACILITIES)
διὰ τὴν πώλησιν καὶ παράδοσιν καυσίμων καὶ λιπαντικῶν εἰς
πλοίας χρησιμοποιούμενα διὰ τὸ διεθνὲς ναυτικὸν ἔμποριον, ὑπὸ
τὸν ὄρον δια τοῖο παρόμοιαι ἔγκρισεις ἡ ἀδειας ἔχουσι παραχωρηθῆ
εἰς διανομεῖς, πετρελαϊοειδῶν ἐν Έλλάδι.

3. Ως πρὸς τὰ πρατήρια διανομῆς καυσίμων.

α) Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα ὅπως κατόπιν ἐλευθέρων διαπραγματεύσεων συμβάλληται μετὰ κατόχων ἀδείῶν πρατηρίων διανομῆς καυσίμων (ἔφεζῆς καλουμένων ἐν τῇ παρούσῃ παραγράφῳ «ἀδειῶν») διὰ διανομὴν τῶν προϊόντων τῆς μέσω τούτων καθ' ὅλην τὴν Ἑλλάδα, κατὰ τὴν κειμένην Νομοδεσίαν ως καὶ ὅπως εἰς ἀς περιφερείας δὲν ὑφίστανται περιορισμοὶ ὡς πρὸς τὸν ἀριθμὸν «ἀδειῶν», νέσαι «ἀδειαῖ» ἐκδίδωνται κατὰ τὸν γενικῶς ἐφαρμοστέους κανονισμούς, εἰς πρόστικα ἀτινα ἐπιθυμοῦσι νὰ συνάψωσι σύμβασιν μετὰ τῆς Ἐταιρείας διὰ τὴν διανομὴν τῶν προϊόντων τῆς. Αἱ κατὰ τὸ ἑδάξιον τοῦτο καὶ τὸ ἐπόμενον ἑδάφιον (β) συναπτόμενοι συμβάσεις καθίστανται ἐνεργοὶ μετὰ τὴν παρὰ τῆς Ἐταιρείας κατασκευὴν καὶ ἀποπεράτωσιν ἡ ἐνοικίασιν μέσων ἀποθηκεύσεως ἀναλόγων πρὸς τὰς ἀνάγκας τῆς καὶ συμφώνων πρὸς τοὺς ἑκάστοτε ἰσχύοντας ἐν Ἑλλάδι δι' ἀπαντας τοὺς διανομεῖς πετρελαιοειδῶν κανονισμούς.

β) Δεδομένου διτὶ τὸ πρῶτον ἡ Ἐταιρεία ἐγκαθίσταται ἐν τῇ Χώρᾳ καὶ εἰναι ἐνδεχόμενον, προκειμένου περὶ ἐνίων περιοχῶν ὅπου ὁ ἀριθμὸς τῷν «ἀδειῶν» δύναται νὰ περιορισθῇ, νὰ συναντήσῃ ἀνυπερβλήτους δυσκολίας τὰς ὅποιας δὲν δύναται νὰ ὑπερνικήσῃ ἡ Ἐταιρεία ἵνα ἐπιτύχῃ ὑπὸ δύμαλοὺς ἐμπορικοὺς ὄρους τὴν σύναψιν συμφωνιῶν μὲν ἀριθμὸν τινά κατόχων «ἀδειῶν» ὥστε, νὰ καθίσταται δυνατὴ ἡ ἀσκησις τῆς δραστηριότητος αὐτῆς, συμφωνεῖται διτὶ τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγήσῃ ἐφ' ὅσον τοῦτο ἀπαιτεῖ ἐπὶ μίαν πενταετίαν ἀπὸ τῆς συμπληρώσεως παρὰ τῆς Ἐταιρείας τῆς πρώτης θαμείας γεωτρήσεως (ώς ὅρίζεται αὐτῇ ἐν ἀριθμῷ 4 παρ. 8 τῆς παρούσης συμβάσεως) εἰς τὰ πρὸς τοῦτο κατὰ τὴν κρίσιν του κατάλληλα καὶ ἀποδεκτὰ εἰς τὴν Ἐταιρείαν πρόσωπα, ἀριθμὸν «ἀδειῶν» διαλαμβανουσῶν τὸν ὅρον διτὶ θὰ ὕστι χρησιμοποιητέαι διὰ ἀποκλειστικὴν διανομὴν τῶν προϊόντων τῆς Ἐταιρείας ἡ ἐτέρων κλέδων ἡ Ἐταιρείων συνεργαζομένων ἡ ἀδελφῶν Ἐταιρειῶν. Οἱ ἀριθμὸς τῶν οἵτινα χορηγῆμησομένων «ἀδειῶν» ἐτήσιως (καὶ δὴ εἰς τὴν ἀρχὴν ἑκάστου ἔτους ἐπομένου τῆς συμπληρώσεως τῆς πρώτης θαμείας γεωτρήσεως) θὰ εἰναι ἵσος πρὸς τὸ 100 τοῦ ἀριθμοῦ τῶν ἐν ἰσχύi «ἀδειῶν» εἰς ἑκάστην τῶν περιοχῶν τούτων ἀπαλλάσσεται πάσης περαιτέρω ἡ περιοχὴν τῶν ἐν ἰσχύi «ἀδειῶν» εἰς ἑκάστην τῶν περιοχῶν τούτων, οὕτως ὥστε δὲ ἀριθμὸς αὐτῶν κατὰ τὴν ληξίν τῆς πενταετίας νὰ μὴ ὑπερβαίνῃ ἐν συνόλῳ τὸ 500 τῶν ἐν ἰσχύi «ἀδειῶν» εἰς ἑκάστην τῶν περιοχῶν τούτων.

Κλάσμα τυχὸν μεγαλύτερον τοῦ ἡμίσεος τῆς ἀκεραίας μονάδος η ὅποια ἀπακτείται διὰ τὴν χορήγησιν μιᾶς ἀδείας θὰ διεσωστεῖται ἵσον πρὸς μίαν ἀκεραίαν μονάδα.

'Ἐὰν τὸ σύνολον τῶν συμβεβλημένων μετὰ τῆς Ἐταιρείας κατόχων «ἀδειῶν» δι' ἑκάστην τῶν περιοχῶν τούτων φθάσῃ τὸ 100 τῶν ἐν ἰσχύi «ἀδειῶν» εἰς ἑκάστην περιοχὴν, συνυπολογίζομένων διὰ τὸν σχηματισμὸν τοῦ ποσοστοῦ τούτου καὶ τῶν κατὰ τὸ παρόν ἑδάφιον (β) χορηγῆμεισῶν «ἀδειῶν», τὸ Δημόσιον, ἀμα τῇ συμπληρώσει ὀποτεδήποτε τοῦ ποσοστοῦ τούτου 100)ο ἀπαλλάσσεται πάσης περαιτέρω ὑποχρεώσεως πρὸς χορήγησιν «ἀδειῶν» κατὰ τὸ παρὸν ἑδάφιον (β).

Συμφωνεῖται ἐπίσης διτὶ αἱ διατάξεις τοῦ παρόντος ἑδαφίου δὲ τελῶσιν ὑπὸ τὴν ἀπαραίτητον προϋπόθεσιν διτὶ διὰ τὴν ἑκάστοτε ἑκδοσιν τῶν κατὰ τὸ παρὸν ἑδάφιον «ἀδειῶν» δέον ἀπαραιτήτως νὰ ἔχῃ ἀποκερατωθῆ ὑπὸ τῆς Ἐταιρείας μία θαμεία γεωτρησις ἐτησίως ὡς ὅρίζεται ἐν ἀριθμῷ 4 παρ. (8) συμφωνούμενου περαιτέρω διτὶ, οἰαδήποτε θαμεία γεωτρησις ἐνομένη ἐπὶ πλέον τῆς μιᾶς καθ' ἔκαστον ἔτος, θέλεις ὑπολογίζεται διὰ τὴν ἐφαρμογὴν τοῦ παρόντος ἑδαφίου (β) εἰς τὸ ἐπόμενον ἔτος ή ἔτη. Ἐνγοεῖται περαιτέρω διτὶ μετὰ τὴν ὑπὸ παρόντος ἑδαφίου (β), η Ἐταιρεία θὰ ἔξακολουθηθῇ τὴν διεξαγωγὴν τῶν ἐργασιῶν αὐτῆς διανομῆς, ὑπὸ τοὺς κύτους, ὡφ' οὓς οἰσθήποτε ἔτερος πωλητὴς πετρελαιοειδῶν ἐν Ἑλλάδi.

Οὐδεμία ἔχει τῶν ἀνωτέρω προϋποθέσεων συγειώδης μὲ τὴν διάθεσιν εἰς τὴν ἀγοράν, θὰ ἐποιεάτη ὑπωδήποτε τὰς ἀδείας ἐργασίας τῆς TEXACO GREEK PETROLEUM A.E. η οἰαδήποτε ἐλεγχούμενην ὑπὸ τῆς TEXACO INC. η τὰ δικαιώματα τῆς ἐν λόγῳ Ἐταιρείας η ἐτέρας ἐλεγχούμενης ὑπὸ

τῆς TEXACO INC. νὰ αἰτήται ἀδείας πρὸς ἐκτέλεσιν ἐπιχειρήσεων ἡ νὰ κατευθύνῃ τὰς ἔργασίας της. "Ολα τὰ χορηγῆμέντα δικαιώματα εἰς τὴν ἐν λόγῳ Ἐταιρείαν, θὰ ἔξακολουθησουν ἰσχύοντα, ἔστω καὶ ἔὰς ἡ Ἐταιρεία ἥθελεν ἐκχωρήσει τινὰ ἐκ τούτων πρὸς τὴν TEXACO GREEK PETROLEUM A.E. η ἀλληλ ἐλεγχούμενην ὑπὸ τῆς TEXACO INC. Τὰ δικαιώματα τῆς Ἐταιρείας ἐν τῇ συμβάσει ταύτη περιλαμβάνοντα τὰ δικαιώματα τῶν ἀδειῶν, δὲν θὰ ἐπιορίζωνται ὑπὸ δικαιωμάτων τινῶν ἡ ἀδειῶν, τῶν ὅποιων ἀπολαμβάνεις ἡ κατέχει ἡ TEXACO GREEK PETROLEUM A.E. η οἰαδήποτε Ἐταιρεία ἐγεγχούμενη ὑπὸ τῆς TEXACO INC'

Διεύλισις.

4. α) Εὰν καθ' οἰαδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ὑπὸ τῆς Ἐταιρείας παραγωγὴ ἐγχωρίου ἀργοῦ πετρελαίου φθάσῃ εἰς ἐπίπεδον ὑπεβαίνον τὰς ποσότητας τὰς ὅποιας ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἀριθμῷ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὐτῇ θὰ κέχτηται ὡσπεύτως τὸ δικαιώματα κατασκευής καὶ ἐκμεταλλευθῆ διϋλιστήριον ἵνα διϋλίζῃ ἐν αὐτῷ τὸ ὅπερ δικαιοῦται νὰ ἔχει ἀργόν πετρελαίου, καὶ γὰρ ἔχει τὰς ποσότητας τοῦ ἀργοῦ τούτου πετρελαίου λαμβανόμενα πετρελαιοειδῆ προϊόντα.

β) Εὰν καθ' οἰαδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια πετρελαίοις τοῦς προϊόντων τὸ σύνολον τῶν εἰς προϊόντα τὰς ἀναγκῶν τῆς ἐγχωρίου ἀργοῦ, δὲν καλύπτουν τὸ ὑπόλιθον τῶν εἰς προϊόντα τὰς διανομικά τοῦς προϋπόθεσιν διτὶ ἡ Ἐταιρεία δύναται νὰ προμηθεύῃ ἐπαρκεῖς πρὸς τοῦτο ἐγχώριον ἀργὸν θὰ δίῃ, καθ' ὑπέρβασιν τῶν παραγρ. 3 τοῦ ἀριθμοῦ 12 ὑποχρεώσεων αὐτῆς δικαιώματα προτεραιότητος εἰς τὴν Ἐταιρείαν ἔναντι διλων τῶν ἀλλων ἐγχωρίων διϋλιστηρίων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀναγκαῖς τῆς ἐσωτερικῆς ἀγορᾶς εἴτε 1) ἐκ τῆς παραγωγῆς παντὸς διϋλιστηρίου τὸ ὅποιον θὰ ἔχῃ προηγουμένως κατασκευάσει ἡ Ἐταιρεία διὰ τὴν ἔχαγωγὴν προϊόντων περὶ τὸ ἑδάφιον (α) τῆς παρούσης παραγρ. 4, η (2) ἐφ' δισον δὲν θὰ ἔχῃ κατασκευασθῆ τοιοῦτον διϋλιστηρίον, ἐκ τῆς παραγωγῆς νέου διϋλιστηρίου τὸ ὅποιον τὸ Ἑλληνικὸν Δημόσιον θὰ ἔπιτρέψῃ εἰς τὴν Ἐταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα τῆς ἐγχωρίου ἀργοῦ, δισον καὶ πρὸς τὸν σκοπὸν τῆς ἐχαγωγῆς πάσης παραγωγῆς τοῦ διϋλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀργοῦ.

γ) Νοεῖται, ἐν τούτοις, διτὶ τὰ κατὰ τὰς διατάξεις τῆς παραγρ. 4 (β) τοῦ ἀριθμοῦ 29 δικαιώματα τῆς Ἐταιρείας, θὰ γεννηθοῦν μόνον 1) ἐφ' δισον ἡ Ἐταιρεία θὰ εἰναι ἡ πρώτη ἀναλαύσασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν Ἑλλάδi, η 2) ἐὰν ἡ Ἐταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν Ἑλλάδi χωρὶς διμως νὰ εἰναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἐκεῖνοι οἰτινες ήσαν οἱ πρῶτοι, ἀπαρνηθοῦν η παραιτηθοῦν παντὸς τυχὸν δικαιώματός των πρὸς κατασκευὴν διϋλιστηρίου.

δ) Έν περιπτώσει καθ' δισον ἡ Ἐταιρεία ἔχει τὸ δικαιώματα νὰ κατασκευάσῃ ἡ χρησιμοποιήσῃ διϋλιστηρίου, κατὰ τὰς διατάξεις τῆς ὡς ἄνω παραγράφου 4 (β), τὸ Ἑλληνικὸν Δημόσιον ἀναλαύσαντα τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἡ χρησιμοποιήσην ὑπὸ δρους καὶ συμφωνίας ἀμοιβαίως συνομολογηθούμενους κατὰ τὴν στιγμὴν καθ' δισον θὰ γεννηθῇ τὸ δικαιώματα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, διτὶ οἱ τοιοῦτοι δροι, καὶ συμφωνίαι δὲν θὰ εἰναι διὰ τὴν Ἐταιρείαν διλιγώτερον εύοικοι ἀπὸ τοὺς παραγωγηρηθέντας εἰς ἔτερα ἐν Ἑλλάδi Διϋλιστηρία, ἐξαιρουμένου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

ε) Η Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα διμως, διφοῦ ἀρχίση γὰρ ἐφοδιάζῃ τὴν ἐσωτερικὴν κατασκευὴν δικαιώματα τοῦς προϊόντων ἐκ κατασκευασθέντος διϋλιστηρίου ἡ ἔξι ὑπάρχοντας τοιούτου χρησιμοποιουμένους κατὰ τὰς διατάξεις τῆς ὡς παραγρ. 4 (β), διδη ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν διανομικότητά του τοιούτου Διϋλιστηρίου κα-

λύπτουτα ταύτας ἐκ τῆς ιδίας αὐτῆς παραγωγῆς ἐγχωρίου ἀργοῦ (1) καθ' ὁ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διϋλιστηρίου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἐγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ Ἑλληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν δρόν ὅτι ἡ Ἐταιρεία θὰ συνεχίσῃ νὰ ἔκτελη μέχρι τοῦ ὄρος τῆς δυνατότητός της πᾶσαν κατὰ τὴν παραγρ. 3 τοῦ ἀρθρου 12 τυχὸν ὑποχρέωσήν της μετὰ τὴν ὑπὲρ τοῦ ιδίου αὐτῆς Διϋλιστηρίου παραχώρησιν τῆς τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

(στ) Οὐδὲν σημεῖον ἐν τῷ ἀρθρῳ 29, παραγρ. 4 (6), ἢ πᾶσα ἄλλη ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἔρμηνεται ὡς ὅτεσσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἐταιρείας ἢ τῶν συγγενῶν αὐτῆς Ἐταιρειῶν ἢ τῶν ὑπὸ αὐτῆς ιδρυθεισῶν Ἐταιρειῶν νὰ ζητήσουν δικαιώματα ιδρύσεως ἢ συμμετοχῆς εἰς τὴν ἴδρυσιν Διϋλιστηρίου ἐν Ἑλλάδι εἰς πάντα χρόνον.

(ε) Ὁ εἰς τὸ κείμενον τῆς παρούσης συμβάσεως ὄρος «Ἐλληνικὸν Κρατικὸν Διϋλιστηρίον» θὰ ὑπονοῇ τὸ σήμερον ὑπάρχον Κρατικῆς ή/οκτησίας Διϋλιστηρίου, ἕστω καὶ ἂν τούτῳ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

5. "Απαντα τὰ κατὰ τὸ παρὸν" Ἀρθρον δικαιώματα τῆς Ἐταιρείας θὰ ἀσκοῦνται εἴτε ὑπὸ αὐτῆς ταύτης ἢ ὑπὸ συγγενοῦς ἢ ὑπὸ αὐτῆς ιδρυομένης Ἐταιρείας ἢ Ἐταιρειῶν, ὡς δρίζεται ἐν ἀρθρῳ 23 τῆς παρούσης συμβάσεως.

"Ἀρθρον 30.

"Ἐγγύησις.

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ παραδῶσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Δ.) νσιν Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας, ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδι, διὰ ποσὸν δολλ. Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἔκτελειν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περιόδου ἐπτὰ ἑτῶν ἀπὸ τῆς ἡμέρας ισχύος τῆς συμβάσεως, ἢ δὲ Ἐταιρεία θὰ ὑποχρεοῦται, ἀνευ ἑτέρας εἰδοτοικήσεως, νὰ ἀνανεώνῃ ἀνὰ πενταετίαν τούλαχιστον αὐτὴν τὴν ἐγγύησιν κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ισχύος τῆς συμβάσεως καὶ μέχρι λήξεως ἢ λύσεως ταύτης. Ἐὰν μία νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ μιᾶς ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδι τούλαχιστον δύο μῆνας πρὸ τῆς ἔκτενοής τῆς ισχυούσης ἐγγυητικῆς ἐπιστολῆς, ἡ παρούσα συμβάσις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ισχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραγμῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὅριστικῶν πληρωτέων παρὰ τῆς Ἐταιρείας, κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἐνα μῆνα ἀφ' ἣ ταῦτα κατέστησαν δριστικῶς πληρωτέα.

'Ἐὰν δὲ' οἰονδήποτε λόγον τὸ ἀργικὸν ποσὸν τῆς ἐγγυήσεως ἥθελε καταστῆ κατώτερον τῶν δολλ. 300.000, ἡ Ἐταιρεία ὑποχρεοῦται νὰ συμπληρῷ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικροτέρα τῶν δολλ. 300.000 ἐπὶ τῇ ποιηγῇ τῇ προθλεπομένῃ, διὰ ἐδαφίου (δ) τῆς παραγρ. 3 τοῦ ἀρθρου 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἔξακολονθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καὶ ἡ ἥδελη λάζει, χώρων ἐκχωρητικῆς κατ' ἐξαρκογήν τοῦ ἀρθρου 23 παρ. 1 ἐδαφ. (α) καὶ (ε) τῆς παρούσης συμβάσεως.

2. Ἡ μὴ ἐμπρόθεμσιος παράδοσις τῆς ἐγγυήσεως τῆς παρούσης ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθιστᾶ ἀντίγρυφον τὴν παρούσαν σύμβασιν ἡτοι καὶ θὰ θεωρηθεῖ ὡς οὐδέποτε γενομένη.

"Ἀρθρον 31.

"Απελλαγὴ ἀπὸ τελῶν χαρτοσήμου.

"Ἡ παρούσα σύμβασις ὡς καὶ αἱ κατὰ τὸ ἀρθρον 23 τοῦ παρόντος μεταξιθάσεις ἀπαλλάσσονται δυνάμει τοῦ ἀρθρου 27 τοῦ Νόμου 3948) 1959 τῶν τελῶν χαρτοσήμου καὶ πάσης φύ-

σεως ὑπὲρ τοῦ Δημοσίου καὶ τρίτων εἰσφορῶν δικαιωμάτων καὶ λοιπῶν ἐπιτερύνσεων.

"Ἀρθρον 32.

"Ἀρχὴ ισχύος τῆς παρούσης.

1. Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἀρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἧν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ισχύος τοῦ κυρουμένου ταύτην Νόμου, ἀρχεται ἡ ισχὺς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παρούσα σύμβασις ἥθελε καρωθῆ μὲ τροποποιήσεις ἡ Ἐταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαιώματα νὰ ἀποστῇ ὀλοσχερῶς ἐν τῆς συμβάσεως ταύτης. Ὅποχρεοῦται διμος αὖτη νὰ δηλώσῃ ἐγγράφως ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως θηματισμένης τοῦ Νόμου τοῦ κυρουμένου τὴν σύμβασιν ὡς ἐτροποποιήθη.

Ἐν περιπτώσει, καθ' ἧν τοιαύτη ἀποδοχὴ δὲν ὑπελήφθη ἐμπροθέμσιως ἡ Ἐταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας τῶν δρῶν τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἀρθρου τριακονθημέρου προθεσμίας, ἡ ισχὺς τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

"Ἀρθρον 33.

"Κοινοποίησις.

Πᾶσα κοινοποίησις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν καὶ ἀντιστρόφως, βάσει τῆς παρούσης συμβάσεως, ἵνα ἡ ἐγκυρος δένον νὰ γίνηται ἐπὶ ἀποδείξει ἡ διὰ συστημάτου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ νὰ ἀπευθύνεται

α) Διὰ τὰς κοινοποιήσεις τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον:

Εἰς Ὑπουργείον Βιομηχανίας
Γενικὴν Διεύθυνσιν Μεταλλείων
Ἀθηναί—Ἑλλάς.

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν TEXACO OVERSEAS PETROLEUM Co φροντίδι τοῦ κ. Ιωάννου Χατζῆ, ὁδὸς "Οδωνος 4, Ἀθηναί (118) —Ἑλλάς, διστις ὁρίζεται ἀντίκλητος τῆς Ἐταιρείας ἐν Ἑλλάδι.

Ἐν ἀνακλήσει τοῦ ὡς ἀντικλήτου ἡ Ἐταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιάτην ἀνάκλησιν καὶ τὸ ὄνομα τεπώνυμον καὶ τὴν Δ.) νσιν τοῦ νέου ἀντικλήτου διστις δένον νὰ είναι κάτοικος Ἀθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντίκλητον.

"Ἀρθρον 34.

"Ἐπιστολὴ τεχνικῆς καὶ οίκονομικῆς θοηθείας.

Ἡ TEXACO OVERSEAS PETROLEUM Co, δηλοῖ διτι ὁ μόνος μέτοχος ταύτης ἡτοι ἡ TEXACO INC. κατὰ πρωτοευλίκα τῆς διοίας ὡργανώμη, ἔλαβε πλήρη γνῶσιν τῶν δρῶν τῆς παρούσης συμβάσεως.

Δι' ἡδιστέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον συμφώνων πρὸς σχέδιον ἐπιστολῆς ταύτης κατατερπισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων ἡ TEXACO INC., ἀναλαμβάνει τὴν ὑποχρέωσιν, κατὰ τὰς λεπτομερεῖς δηλώσεις της τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, διπώς ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου νὰ παρδογῇ καθ' ὅλην τὴν διάρκειαν τῆς ισχύος τῆς παρούσης συμβάσεως, εἰς τὴν TEXACO OVERSEAS PETROLEUM Co ἡ ἐν περιπτώσει μεταβιθάσεως εἰς τό τό, κατὰ τὸ ἀρθρῳ 23 παρ. 1 ἐδ. α' καὶ 6' τῆς παρούσης συμβάσεως, καθόριζόμενον πρόσωπον πρὸς δ ἡ μεταβιθάσεις, πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οίκονομικὴν θοηθείαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς παρούσης συμβάσεως, καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώ-

σεών της, κατά τὰ εἰδικώτερον, ἐν τῷ ως ἄνω σχεδίῳ τῆς ἐπιστολῆς, ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη TEXACO OVERSEAS PETROLEUM Co ἀναλαμβάνει τὴν ὑποχρέωσιν διὰς παραδόσης πρὸς τὸ Ἑλληνικὸν Δημόσιον ('Ὑπουργεῖον Βιομηχανίας, Γεν. Δ.) νειν Μεταλλείων) τὴν ἐπιστολὴν ταῦτην ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπρόκτου, ἢ παροῦσα σύμβασις θὰ θεωρήται ὡς ἄκυρος μὴ οὔσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

Αρθρον 35.

Ἐφαρμογὴ τοῦ Ν.Δ. 2687)1953.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχῃ πρὸς τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἅρθρῳ 4 τῆς παρούσης συμβάσεως προθλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687)1953 «περὶ Ἐπενδύσεως καὶ Προστασίας κεφαλαίων Ἑξατερικοῦ» προθλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξατερικοῦ εἰσαγγησόμενα πάσης φύσεως καὶ μορφῆς κεφαλαία τὰ χρήσιμα ἢ ἀναχραίνει διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως ανθοριζόμενων σκοτῶν καὶ κατὰ τὴν ὑ' αὐτοῦ ὄριζομένην διαδικασίαν.

Αρθρον 36.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ χρηματικὰς καταβολὰς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἐταιρείας κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, ἐφ' ὃσον περὶ ταύτης δὲν προθλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν.

Τυχὸν προσφυγὴ τῆς Ἐταιρείας εἰς διαιτησίαν, ἐντὸς τοῦ ὡς ἄνω μηνὸς, κατὰ τὰς διαιτάξεις τοῦ ἅρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἔνα μῆνα ἀπὸ τῆς κοινοποίησεως πρὸς τὴν Ἐταιρείαν τῆς σχετικῆς ὁριστικῆς διαιτητικῆς ἀποφάσεως.

Αρθρον 37.

Καλὴ Ἐκτέλεσις Συμβάσεως.

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν δέον διέπονται ὑπὸ τνεύματος ἀρμονικῆς συνεργασίας καὶ διάληγην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως. Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν διὰ αἱ διαιτάξεις τῆς παρούσης συμβάσεως ἢ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἔργασίας ἀναζητήσεως καὶ ἐκπεταλεύσεως ὑδρογονανθράκων εἰς τὴν περιοχὴν τοῦ Θερμαϊκοῦ κόλπου, διὰ τὴν παροῦσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ διὰ δέον ὑφίστανται ἔτεραι γνωσταὶ ἢ προφορικαὶ συμφωνίαι πέραν τῶν δρων τῆς παρούσης συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω διὰ παραμένουν ἀμετάβλητοι αἱ διαιτάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἢ κατασταθῶσιν ἐιμὴ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφθησομένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

Αρθρον 38.

Ἐγκυρότης Κειμένων.

Ἡ παροῦσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἰσχύος.

Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ τὴν Ἐταιρείαν ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν

παροῦσαν σύμβασιν καὶ ἔθεσαν ἀντιστοίχως τὴν σφραγίδα τῶν.

Ἐν Ἀθήναις τῇ 29 Μαΐου 1968

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Διὰ τὴν TEXACO OVERSEAS PETROLEUM CO.

R. N. HARDING

ΠΙΝΑΞ Β'.

Κόστος — Εξοδα — Βάρη.

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη τὸ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἅρθρου 10 τῆς συμβάσεως εἰς ἥν προσαρτάται (διὰ παρών) ἔχουν ὡς ἀκολούθως:

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν:

β) Διοικητικὰ ἔξοδα, γενικὰ ἔξοδα καὶ τὰ ἔξοδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν συνεισφορῶν τῶν τελῶν διὰ διπλώματα εὑρεσιτεχνίας δαπάνας ἀδειῶν καὶ δαπανῶν δι' ἐρεύνας.

γ) Ἀποσθέσεις πρὸς τοῖς εἰκοσι τοῦ ἑκατὸν (200)ο ἀντ' ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ὡς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσθέσεις τριάκοντα τριῶν καὶ ἐν τρίον (331)30ο ἀντ' ἔτος τῶν δαπανῶν αἵτινες δὲν κατατέληρουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ὡς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἐρευνῶν).

Ἡ ἀπόσθεσις οἰκημάτων εἰς μεγάλας πόλεις περιοδικέσται εἰς ποσοστὸν 50ο ἐτήσιως ἢ δὲ δι' ἀγωγούς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 100ο ἐτήσιως. Τυχὸν εύνοικότερα ποσοστὰ ἀποσθέσεως ἢ ἄλλα φορολογικὰ κίνητρα ἴσχυοντα ἢ εἰς τὸ μέλλον παρασχεμησόμενα δὲν θέλουσι: ἔγη ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐάν ταῦτα ἐφαρμόζονται ἐπὶ διοιδῶν ἐπιχειρήσεων.

δ) "Εξοδα πωλήσεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτειῶν καὶ δαπανῶν τῆς Υπηρεσίας πωλήσεων.

ε) Ζημίαι προερχόμεναι αἱ διατάξεις τοῖς στοιχείοις την χρηματοποιηθέντων, παραχθέντων, κατασκευασμέντων ἢ πωληθέντων καὶ αἵτινες δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἄλλως, συμπεριλαμβανομένων ζημιῶν ἐξ ἐπισφαλῶν ἀπαιτήσεων, ἀπαιτήσεων ἀποζημιώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συναλλάγματος.

Ϛ) Τόκοι εἰκαστοὶ διὰ περιορισμοῦ εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ διλῶν τῶν δανείων ἢ ἐτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἐταιρείας ἢ συγγενῶν Ἐταιρειῶν ἢ ἐκ μέρους τρίτων τὰ δὲ ἐπιτόκια νὰ είναι λογικὰ καὶ συμφώνως μὲ τοὺς τρέχοντας διεθνεῖς νομισματικοὺς δρους.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ διανοίξεως ἄλλων εἰτε:

α) Όφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς ἐνδιαφερομένους εἴτε

β) Όφειλόμεναι διὰ πληρωνόμεναι διὰ λογαριασμὸν τῶν ἐνδιαφερομένων μέσῳ ἀσφαλιστικῶν συνταξιδοτικῶν ἢ ἄλλων ταμείων.

η) Ἡ μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκατατελειφθέντων ἢ ἄλλως πως διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἐξόδων γεωτρηγήσεως φρεάτων, μὴ παραγωγικῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἐκμεταλλευσμούς.

Ϛ) Μισθώματα ἢ ἐτεραι καταβολαὶ εἰς τρίτους διὰ τὴν χρῆσιν οἰώνδηποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλισμού κλπ., (ἢ ἐν σχέσει πρὸς τὴν χρῆσιν τούτων) ἀποσθέσεις, ὡς αὐταὶ προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος Β.

Ϛ) Καθαραὶ ζημίαι ἐκ τῶν ἐργασιῶν κατὰ τὰ ἐν παρ. 6 τοῦ ἅρθρου 10 τῆς παρούσης συμβάσεως προβλεπόμενα.

κ) Καταβολαι διὰ στρεμματικοὺς φόρους ὡς αῦται προθέπονται ἐν ἄρθρῳ 8 τῆς παρούσης συμβάσεως κατὰ τὴν διάρκειαν αὐτῶν τῶν περιόδων πρὸ τῆς 1ης περιόδου κατὰ τὴν ὥποιαν καθαρὸν εἰσόδημα πραγματοποιεῖται ὑπὸ τῆς Ἐταιρείας.

λ) Δαπάναι δι' ἔρευνητικὰς ἐργασίας καὶ ἄλλαι δαπάναι γεωτρήσεως (ὡς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος πίνακος) ἐφ' ὅσον ἡ Ἐταιρεία ἀπόφασίη τὴν κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὥποιας ἐπραγματοποιήμησαν ἀπόσθετίν των κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος Πίνακος καθορίζομενα.

μ) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαῖα διὰ τὴν ἐργασίαν, ἡς ἡ ἔκπτωσις ἐπιτρέπεται ὑπὸ τῆς ἑκάστοτε Ἐλληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν Ἀνωνύμων Ἐταιρεῶν.

2. «Τὰς δαπάνας δι' ἔρευνητικὰς ἐργασίας» καὶ ἄλλους δαπάνας διὰ γεωτρήσεις ὡς αὕται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θὰ δικαιοῦται ἡ Ἐταιρεία εἴτε νὰ ἔκπτηται κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὥποιας ἐπραγματοποιήμησαν εἴτε νὰ κεφαλοποιῇ πρὸς ἀπόσθετον ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. Ἡ σχετικὴ ἀπόφασις περὶ ἔκπτωσεως τῶν δαπανῶν τούτων ἡ κεφαλαιοποιήσεως τῶν λαμβάνηται κατ' ἔτος περὶ τῆς Ἐταιρείας δι' ἑκάστην διαχειριστικὴν περίοδον καθ' ἥν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β καθορίζομένων ὁ ὅρος «Δαπάναι δι' ἔρευνητικὰς ἐργασίας» θὰ θεωρηται περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθαρισμὸν τῆς ἑκάστεως του ἡ τὰς σχετικούμενας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ ἄλλαχα χρηματοποιηθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἡ δι' ἄλλας ἐγκαταστάσεις ἡ διὰ ἐξοπλισμὸν γεωτρήσεων ἡ διὰ γραμμὰς συγκεντρώσεως καὶ παρα-

γωγῆς, σωλήνας ἐπενδύσεως (CASINGS) ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου τούτου θὰ περιλαμβάνονται δαπάναι σχετικάς εἰς προκαταρκτικὰς ἐρεύνης καὶ χωρομετρήσεις γηΐνας, ἐναερίους ἡ θαλασσίας, ἀπασα: αἱ διαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσαι ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθαρισμὸν τῆς τοποδεσίας καὶ ἑκάστεως κοιτασμάτων ὑδρογονανθράκων.

‘Ο. δρος «”Αὔλοι: δαπάναι γεωτρήσεως» θὰ ἔρμηνηται ὡς σημαίνων πάσαν δαπάνην δι' ἐργατικά, καύσμα, ἐπιδιωρθώσεις, συντήρησιν, χειρισμὸν (HANDLING) ἐφόδια καὶ ὄλικά διὰ τὰς ἡ σχετικὰ πρὸς γεωτρήσεις, καθαρισμόν, ἐκόδυσην την ἡ συμπλήρωσιν φρεάτων ἡ προπαρασκευὴ τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὄλικά χορηματοποιηθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἡ δι' ἄλλας ἐγκαταστάσεις, ἡ δι' ἐξοπλισμὸν γεωτρήσεων ἡ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἡ σωληνώσεις ἐπενδύσεως (CASINGS), ἀποθηκευτικούς χώρους, κινητῆρας, λέβητας, μηχανήματα κλπ.

‘Αντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις, ἀνατινάξεις διὰ δυναμίτιδος καὶ καθαρισμὸν φρεάτων, καθαρισμόν, ἀποστράγγισιν καὶ ἴσοπέδωσιν γαιῶν, κατασκευὴν ὁδῶν, χωρομετρησιν (γεωλογικὰς μελέτας καὶ τοπογραφικὰς καὶ γεωλογικὰς ἐπισκοπήσεις προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσην πύργων καὶ χώρων ἀποθηκεύσεως, κατασκευὴν ἡγωγῶν καὶ ἄλλων ἐγκαταστάσεων ὀπαργακίων διὰ τὴν προπαρασκευὴν ἡ γεώτρησιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

‘Εφ' ὅσον ἡ Ἐταιρεία ἀπόφασίη νὰ κεφαλαιοποιήσῃ οἰασθήποτε «δαπάνας ἔρευνητικῶν ἐργασιῶν» καὶ ἄλλους δαπάνας γεωτρήσεων κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὕτω κεφαλαιοποιώμεναι δαπάναι: θὰ ἀποσθένηται παρὰ τῆς Ἐταιρείας εἰς χρόνον οὐχὶ μηρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως ναθ' ἥν πραγματοποιοῦνται αὕται.

K. ΚΥΠΡΑΙΟΣ
R. N. HARDING

AGREEMENT

FOR

THE EXPLORATION FOR AND DEVELOPMENT
OF LIQUID AND GASEOUS HYDROCARBONS
IN THE AREA OF THERMAIKOS GULF
PREAMBLE

WHEREAS, preliminary discussions were held in Athens between representatives of the Greek State and Texaco Inc. regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

WHEREAS, on June 15, 1967, October 30, 1967, and February 21, 1968, respectively, letters were exchanged between the Ministry of Industry and Texaco Production Services Ltd., a wholly owned subsidiary of Texaco Inc., outlining the basic principles of a proposed Agreement, pursuant to the provisions of Article 5 of Law 3948/59 regarding a dire Agreement, and

WHEREAS, it was agreed that such direct Agreement to be ratified by Law, would be concluded between the Greek State and a wholly owned American subsidiary of Texaco Inc.,

WHEREAS Texaco Production Services Ltd., a wholly owned subsidiary of Texaco Inc., by its letter of May 20, 1968 has stated that the above negotiations were carried out by it on behalf of Texaco Overseas Petroleum Company, and

WHEREAS Texaco Overseas Petroleum Company, a wholly owned subsidiary of Texaco Inc., incorporated under the laws of the State of Delaware, of the United States of America, with its registered office in Dover, Delaware, U.S.A., was designated as the subsidiary company to conclude the Agreement with the Greek State.

NOW THEREFORE
BETWEEN

1. The Kingdom of Greece, hereinafter referred to as the «Greek - State», legally represented by the Minister of Industry, Mr. K. Kypraios,
and

2. Texaco Overseas Petroleum Company, hereinafter referred to as the «Corporation» or the «Lessee», represented by its attorney-in-fact R.N. Harding, acting by virtue of a Special Power of Attorney granted by the Corporation on May 9, 1968, attached hereto in the original and an official translation, the present Agreement, pursuant to the concurring opinion of the Council of Mines, has been concluded under the following terms and conditions :

Article 1.

Original exploration area

For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to the Corporation the following exploration area :

All of the water-covered area in the Gulf of Thermaikos, which is bounded by the shoreline and located north of a line extending in a north-easterly direction from

Point A X = + 10,600 (Center of Map-Volos
1: 100,000)

Y = + 27,650 (L = 39°15' M = -0° 45')

to
Point B X = + 3,150 (Center of Map-Kassandra
1: 100,000)

Y = + 22,800 (L = 39°45' M = -0°15')

The coordinates are referred to the Greek National Triangulation System.

Surface area : 5000 square kilometers approximately.

On the attached map, Scale 1 to 200,000, constituting an integral part of the present Agreement and attached hereto as Schedule A, the above-described original exploration area is marked by a red line.

Article 2.

Right to Renewal and Reductions of the Original Exploration Areas

1. The original exploration area is granted to the Corporation for a period of four years from the effective date of this Agreement.

2. At least one month before the end of the fourth year the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fourth year. The areas to be surrendered shall measure at least 25 per cent of the area of the original exploration area.

3. Provided the Corporation has carried out its investment and working obligations during the first four years, as specified in Article 3 and 4 of this Agreement and provided it has carried out the surrenders specified under item 2) above, the areas retained by the Corporation shall be held by it in full right for another period of two years (first renewal period, from the end of the fourth through the end of the sixth year from the effective date of this Agreement).

4. One month before the end of the sixth year from the effective date of this Agreement (end of the first renewal period) the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the sixth year. The areas to be so surrendered shall measure at least 25 per cent of the original area.

5. Provided the Corporation has carried out its investment and working obligations during the first renewal period (from the fourth through the end of the sixth year from the effective date of this Agreement), as specified in Articles 3 and 4 of this Agreement and provided it has carried out the surrenders specified under item 4) above, the areas retained by the Corporation shall be held by it in full right for another period of one year (second renewal period, from the end of the sixth through the end of the seventh year from the effective date of this Agreement).

6. Provided before the end of the seventh year no discovery of hydrocarbons, in quantities which in the Corporation's opinion would ensure an economic exploitation, has been made by the Corporation and provided the Corporation has therefore not applied for a development concession as stated in Article 5, item 1), any areas held by the Corporation under this Agreement at that time shall be surrendered to the Greek State and the present Agreement shall be terminated.

7. If at any time during the first seven years from the effective date of this Agreement the Corporation makes a discovery of hydrocarbons in the original exploration area in quantities which, in the Corporation's opinion, would ensure the possibility of an economic operation for the Corporation and selects a development concession as per Article 5, items 1) and 2), then; (1) One month before the end of the seventh year from the effective date of this Agreement (end of the second renewal period), the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the seventh year. The areas to be so surrendered shall measure at least 25 % of the original area. (2) The Corporation shall have the right, after the end of the seventh year from the effective date of this Agreement, to hold for the duration of the said development

concession all exploration areas still held by the Corporation after the areas selected in (1) above have been surrendered. Therefore, if discoveries of hydrocarbons are made and concessions selected in the original exploration area under the conditions foreseen at the beginning of this item, then the total of the exploration areas which the Corporation shall have the right to hold by virtue of this item 7) shall be equal to 25 per cent of the total area of the original exploration area minus the areas, if any voluntarily surrendered by the Corporation before the end of the seventh year from the effective date of this Agreement, and minus the areas of the development concessions held by the Corporation at the end of the seventh year.

8. The choice of the areas to be surrendered under the stipulation of items 2), 4) and 7) above shall be made by the Corporation solely in its own judgment and the areas surrendered may be in several non-contiguous blocks, provided, however, that each surrendered block measures not less than fifty square kilometers.

Each time that the Corporation makes its choice of the areas to be surrendered it shall submit at the same time an accurate description and maps Scale 1/10.000 showing the location of the areas surrendered and the areas retained.

The Greek National Triangulation system will be used to define the areas to be surrendered.

Article 3.

Investment Obligation of the Corporation

1. During the first seven years from the effective date of this Agreement the Corporation is obliged to invest the following amounts for the carrying out of the exploration operations under this Agreement and according to the following program :

1st Year : Digital marine seismic survey plus any other types of geophysical work required in performing reconnaissance planning to determine thickness of section, unconformities, and general size and location of principal structural anomalies \$ 500.000

2nd Year : Digital marine seismic survey and other types of geophysical surveys which might be required to complement previous work to upgrade areas for drilling, plus possible expenditures on exploratory drilling providing the Greek State considers sufficient geophysical information has been obtained \$ 500.000

3rd Year : Drill exploratory well minimum depth 2,550 m. \$ 1.000.000

4th Year : Drill exploratory well minimum depth 2,550 m. \$ 1.000.000

5th Year : Drill exploratory well minimum depth 2,550 m. \$ 1.333.000

6th Year : Drill exploratory well minimum depth 2,550 m. \$ 1.333.000

7th Year : Drill exploratory well minimum depth 2,550 m. \$ 1.334.000

Total \$ 7.000.000

2. If the Corporation retains any exploration areas after the end of the seventh year, as stipulated in Article 2, item 7), it shall be obligated to invest the following amounts in exploration work in the exploration areas retained by it after the end of the seventh year from the effective date of this Agreement.

a) for the whole period of the 1st three years per square kilometer U.S. \$ 900

b) for the whole period of the 3 following years per square kilometer	1,500
c) for the whole period of the 3 following years per square kilometer	2,250
d) every 3 years after the end of the 9th year (after the end of the 16th year from the effective date of this Agreement) per square kilometer	3,000

3. a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement during the initial year and the following renewal years, mentioned under item 1) of this Article, in excess of its investment obligations for each of these years shall be credited against the investment obligations of the following year or years. Any amounts invested by the Corporation in its exploration operations under this Agreement during any one of the periods of three years, mentioned in item 2) of this Article, in excess of the specifically mentioned investments for the same period, shall be credited against the obligatory investments for exploration of the following period or periods of three years each.

b) If by the end of any of the year or periods mentioned in this Article the Corporation has failed to invest in its exploration and, in the case of its development operations under this Agreement, the above-mentioned obligatory amounts, which shall include any credit as provided for in a) above, the Corporation shall pay in cash to the Greek State the difference between the obligatory amount for that year or period and the amount actually invested during the same year or period. These payments shall be effected not later than three months after the end of the corresponding year or period, and such payments shall be deemed to constitute complete compliance by the Corporation with its investment obligations for the corresponding year or period.

4. a) The obligatory investment amounts mentioned in this Article shall include any expenditures, whether incurred inside or outside Greece, of whatever nature, that are paid or owed by the Corporation in and for the performance of its operations under this Agreement, including but not limited to organization expenses, general administrative and overhead expenses, fees for services performed by contractors and any third parties, purchase or lease of machinery and supplies, including any spare parts therefor, and materials and supplies (except as set forth in sub-item c) below) provided however, that organisation, administrative and general expenses may not be credited against the investment obligations set forth in this Article in an amount exceeding 10 per cent of said obligations as mentioned in item 1) of the present Article for the respective periods.

b) For the purpose of item 4), sub-item a) only : Organization expenses shall be taken to be all expenses incurred in connection with the formation of the Corporation and the negotiation of this Agreement prior to the date of its ratification through Law.

Administrative expenses shall be taken to be all expenses by the New York office of the Corporation and expenses charged or incurred by the parent company and/or subsidiaries or affiliates of the parent company for technical and administrative advice and managerial assistance in order to carry out the purpose of this Agreement.

General expenses shall be taken to include:

1. Rent or managerial and administrative offices in Greece and all such expenses as are connected with the

maintenance of said offices, such as light, heating, telephone, etc.

2. Purchase of furniture and equipment for said offices and any expenses connected with the installation of said offices.

3. Purchase, maintenance and expenses for operation of passenger cars in Greece, for the use of the General Manager and of the administrative staff.

4. Moving and relocation expenses of foreign managerial and administrative personnel.

5. Expenses connected with trips abroad of managerial and administrative personnel for business.

6. Representation expenses of the entire personnel in Greece.

c) If at any time the Corporation purchases drilling rigs for the purpose of carrying out deep exploration and development wells in accordance with details agreed by this Agreement capable of reaching the depth defined in Article 4, item 5, the Corporation shall have the right to credit against the investment obligations mentioned in this Article not more than 20 per cent of the purchase price (including cost of transportation to Greece) not to exceed normal rental for this type of rig per calendar year, beginning with the calendar year when the rig is used for the first time in Greece until such time when the total purchase price is so credited.

d) If, on the contrary, drilling operations are carried out by a contractor or by a rig rented to the Corporation by one of its affiliates or by a third party then the entire fees of the contractor or the entire rent will be credited against the investment obligations mentioned in this Article whenever payments to the contractor, to the affiliate or to a third party are made.

Article 4.

Working Obligations — Exploration

1. The Corporation shall have to start geological or geophysical work on its exploration area not later than three months after the effective date of this Agreement, and all the exploration area shall be surveyed in detail by means of geological and or geophysical methods during the first four years after the effective date of this Agreement for the primary purpose of enabling the Corporation to determine the best possible locations for the drilling of exploration wells.

2. The drilling of a deep exploration well shall be started within thirty months from the effective date of this Agreement.

3. During the period from the end of the third to the end of the fifth year, at least two additional deep exploration wells shall be drilled.

4. During the period from the end of the fifth to the end of the seventh year at least two additional deep exploration wells shall be drilled.

5. The above-mentioned exploration wells shall be drilled by means of a rig capable of reaching a depth of at least 3,300 meters, unless seismic information shows the sedimentary formations to be drilled require a rig with a greater depth capability.

6. The location of the above-mentioned exploration wells shall be selected by the Corporation in its own judgment.

7. The exploration wells completed in excess of the minimum number in one year shall be credited against the working obligations of the following year or years.

8. A deep exploration well shall mean a well of a depth of not less than 2,550 meters measured from the rig's rotary table provided, however, that for the purposes of this Article the following wells shall be deemed to be deep exploration wells.

a) Any exploration well in which a discovery of hydrocarbons is made at any depth of less than 2,550 meters in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation and provided the Corporation makes the notification foreseen in Article 5, item 1) of this Agreement on the basis of this discovery.

b) Any exploration well in which the crystalline or granite basement is encountered at any depth between 750 meters and 2,550 meters. If, however, the crystalline or granite basement is encountered at any depth before the well has reached 750 meters, such exploration well shall not be deemed to be a deep exploration well, and in this case the Corporation shall have to drill one additional well, which shall have to be drilled to a depth of 2,550 meters, or until discovery of hydrocarbons, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the circumstances arise which are foreseen under c) below, whichever of those three events occurs first.

c) Any exploration well with respect to which the Greek State and the Corporation agree that further drilling is not justified. If this agreement is reached before the well has reached the depth of 750 meters, then such exploration well shall not be deemed to be a deep exploration well and the Corporation shall have to drill one additional well to a depth of 2,550 meters, or until discovery of hydrocarbons in it, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the Greek State and the Corporation agree that further drilling of this well is not justified, whichever of these three events occurs first.

In the cases foreseen under b) and c) above, the meterage drilled in the original well added to the meterage of the replacement well shall not be less than 2,550 meters. If the condition provided for in the preceding sentence is not complied with within the established time limits, the Corporation shall be obligated to pay to the Greek State an amount of U.S. dollars 350 for each meter by which the total added meterage of the original and of the replacement well falls short of 2,550 meters. Upon the payment of this amount the original and the replacement well taken together shall be deemed to be one deep exploration well under the terms of this Article.

Unless another mutually satisfactory agreement is reached between the Greek State and the Corporation the additional well mentioned under b) and c) above must be located within the same original exploration area within which the well which it replaces was located.

9. If the Corporation wishes to discontinue the drilling of any one of its exploration wells at any depth, without having discovered hydrocarbons in it, and to abandon said well, the Corporation shall have the right to do so in its own free judgment, under reservation of the replacement through another well as stipulated in this Article. However, if in this case the Greek State has serious technical reasons to believe that hydrocarbons could be discovered in this well at a greater depth, then the Greek State shall have the right to request the Corporation to continue the drilling of this well, provided this request is made to the Corporation before the rig is removed from the location and provided further that the Greek State shall not have the right to request that this well be drilled beyond the depth capability of the rig.

The Corporation shall have to comply with the above request of the Greek State, provided, however, that :

a) This additional drilling shall be carried out at the expense of the Greek State, which shall reimburse the Corporation for all the expenses incurred for such drilling, according to the same rate the Corporation had been paying, including a charge for depreciation of all the machinery and equipment used for such drilling at the rates foreseen in Schedule B and an overhead of 10 per cent. Such reimbursements shall be made on a monthly basis and not later than thirty days after the presentation by the Corporation of a monthly bill. In case of non-payment in time of such bills the Corporation may definitely stop the drilling and remove the rig.

b) The Greek State shall assume all risks connected with this additional drilling and full responsibility for all damages suffered by the Corporation or by third parties as a result of same, except in the case of gross negligence on the part of the Corporation.

c) Should this additional drilling cause any delays in the fulfillment by the Corporation of its working obligations under this Article, such delays will be added to the periods during which any of these obligations are required to be performed.

d) In case hydrocarbons are discovered in the above-mentioned well during this additional drilling in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation, then the Corporation shall have the right to apply for and receive a Development Concession with respect to this discovery as stipulated in Article 5 of this Agreement, it being understood however that in this latter case the Corporation shall have to pay to the Greek State thirty days after the Corporation notifies the declaration foreseen in items 1) and 2) of Article 5 an amount which shall be equal to the double of all the amounts charged by the Corporation to the Greek State for this additional drilling (plus interest at the rate of 10 per cent per annum), all of which amounts so paid shall be included as expenditures of the Corporation in satisfaction of its obligations under Article 3.

Article 5.

Right of the Corporation to Receive Development Concessions :

Number and Duration of Same

1. If during any time when the Corporation holds exploration areas under this Agreement a discovery of hydrocarbons in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation (commercial production), is made in an exploration well drilled in any such exploration area, the Corporation, after having submitted satisfactory proof of such discovery to the Greek State, shall have the right to select an area, referred to throughout this Agreement as «Concession» or «Development Concession» with the discovery well located within it, under the terms of items 2), 3) and 4) of this Article and in accordance with the procedure for notifying the declaration foreseen in Article 11 of Law 3948/1959.

2. From the moment of notification to the Ministry of Industry in conformity with Article 11 of Law 3948/1959, if the selected area, the Corporation becomes automatically Lessee of the so selected area or areas.

3. The maximum area of each development concession shall in principle be fifty square kilometers of any shape determined by the Corporation. However, if the Corporation can prove to the Greek State that the probable area of the producing field exceeds fifty square kilometers, then the Corporation shall have the right to a development concession measuring more than

fifty square kilometers, but in no case more than one hundred square kilometers.

4. The number of development concessions which the Corporation is entitled to select and hold in full right by virtue of this Agreement is unlimited and each new well capable of producing hydrocarbons, drilled by the Corporation on any of its exploration areas, but outside its development concessions, shall entitle the Corporation to select and hold a new development concession under the conditions set forth in this Article.

5. The duration of the lease of each development concession of the Corporation shall be twenty eight years from the date of the notification of the declaration. Provided the Corporation has complied with its obligations under this Agreement applicable to each development concession under consideration, this period of twenty eight years shall be automatically extended for another ten years under the applicable terms of this Agreement, provided however that any amendment of the Law 3948/1959 applicable to the exploitation of hydrocarbons generally shall be applicable to the so extended concession or concessions, except that no change in Law 3948/1959 shall have the effect of altering the period of the ten years extension.

Article 6.

Development and Production of the Corporation Obligations

1. As soon as, in accordance with Article 5 of this Agreement, the Corporation notifies the declaration for the area selected by it, foreseen in Article 11 of Law 3948/1959, it shall proceed diligently with the drilling of delineation and development wells, using such spacing of the wells as, in the opinion of the Corporation's technicians and in accordance with international technical standards is best suited to ensure the maximum economic ultimate recovery.

2. Under reservation of the prescriptions of item 3) below, the Corporation shall carry out continuous producing operations in a workman-like manner in accordance with the internationally recognized rules of good oil field exploitation and always with a view to ensure the maximum economic ultimate recovery.

3. However, at no time shall the Corporation be obliged by the Greek State to produce hydrocarbons from its installations existing at any given time at a rate which according to international oil field practice:

- a) is technically unsound; or
- b) is detrimental to the scope of maximum economic ultimate recovery; or
- c) is uneconomic, i. e., does not ensure a profit to the Corporation from its operations.

4. In case the Greek State finds that the development drilling and producing operations of the Corporation do not comply with the principles set forth in items 1), 2), and 3) above, the Greek State shall give notice in writing to the Corporation for initiating compliance within one month from such notification. It is, of course, understood that if the Corporation has objections to such suggestions, it may refer to Arbitration in accordance with Article 26 of this Agreement pending which the Corporation shall not be obligated to initiate compliance as above mentioned.

Article 7.

Authorized Operations of the Corporation Restrictions

1. The Corporation shall have the right to carry out geological, geophysical and any other exploration operations for the purpose of discovering hydrocarbons by

any method and to carry out reconnaissance geological drilling and deep exploration drilling for the same purpose within the exploration area and development concessions at any time held by the Corporation under this Agreement.

2. The Corporation shall have the right to develop the reserves of hydrocarbons discovered by it, to drill development wells and to produce the hydrocarbons discovered by it.

3. The Corporation shall have the right to store the hydrocarbons produced by it, to submit them to preliminary treatment (such as separation of water and bottom sediments, desulphurization, separation of natural gasoline from natural gases) and to transport them.

4. The Corporation shall be the owner of all the hydrocarbons produced by it and shall have the right freely to dispose of them either by selling on the domestic market or by exporting them, however within the limitations set forth in Articles 9 and 12 of this Agreement.

5. For the exercising of the rights enumerated in this Article, and for complying with its obligations under this Agreement the Corporation shall have the right after complying with the existing legal formalities to build or cause to be built and or operate and or rent from third parties storage tanks, field gathering lines and trunk pipelines for gas and crude oil, separators, plants for the primary treatment of the hydrocarbons produced by it, as for example, gasoline separation plants, desulphurization plants, etc., branch railway lines, storage and loading facilities at railways stations and in the Greek ports, housing facilities for its employees and workmen, warehouses, mechanical shops, telephone and radio communication facilities, and all other installations necessary for the efficient carrying out of its operations under this Agreement. Such installations may be built and or operated by the Corporation only to the extent that the existing installations owned by the Greek State or any Governmental agency are not sufficient for the Corporation's purposes or when their use is uneconomic for the Corporation.

6. The Corporation shall also have the right exclusively for the fulfillment of its operations under this Agreement to reclaim lands or create islands within the exploration areas at any time held by it under this agreement, provided permission to do so is obtained from the General Staff of the Navy, which permission shall not be unreasonably withheld.

7. The Greek State shall render all lawful assistance to the Corporation in obtaining the permits and authorizations from any and all competent authorities, including the military authorities, necessary to reach the objectives described in the preceding items. Should the lack of or delay in obtaining the said permits and authorizations render impossible or necessarily delay the carrying out of any of the Corporation's obligations under this Agreement such non-performance or any delay in the performance by the Corporation of its obligations under this agreement resulting therefrom shall not constitute a transgression of the terms of this Agreement and shall be treated as a case of «force majeure» under Article 25 of this Agreement.

8. During the performance of seismic measurements in the sea, the Corporation undertakes the obligation to cause explosions through compressed air-guns or by use of another method applied to eliminate destruction of marine life. Only in exceptional cases, when above methods do not produce satisfactory results, will the use of explosive material be allowed.

9. Geophysics research, drilling and exploitation of oil discovered under seawaters shall take place under the following conditions :

a) Operations should not cause substantial transformations of beaches and sea bottoms of the area.

b) Navigation in the Thermaikos Gulf should not be unfavorably affected, specifically in the Straits East of the Big Wedge (Karabournou), Kavoura islet (entrances to Gulf of Salonica), mainly during foggy weather

c) Operations in alignments of Radio Sea Lights etc. shall be prohibited, and any floating means to be eventually used should comply with the rule of avoiding collisions at sea.

d) For any matters of a navigation nature it is necessary to furnish in time to the Department of Hydrography of the Royal Navy the required information in order to issue the relevant announcements and instructions to seafarers.

e) Operations can be discontinued extraordinarily should such action be considered necessary for reasons of National Security, and the installations in use shall be removed from the area until such time as the reasons causing discontinuation of operations will have disappeared, without any obligation for indemnity on the part of the State, provided, however, that any such interruption or discontinuance of operations shall be considered to have been caused by force majeure under Article 25 of this Agreement.

Article 8.

Stremmatikos Payment

The Corporation is obligated to pay to the Greek State a stremmatikos of 1.000 Drachmae per annum per square kilometer of the area of all development concessions at any time held by the Corporation under this Agreement. The payment of this stremmatikos will start from the moment the Corporation becomes the Lessee of a concession.

Article 9.

Royalties

1. The Corporation shall pay to the Greek State a royalty of 12-1/2 per cent on all hydrocarbons (crude oil, natural gas and natural gasoline) produced and measured by it as per item 3) of this Article in the course of its operations under this Agreement, freed from water and foreign substances.

The quantities of produced hydrocarbons used by the Corporation for its own operations for fuel, or for the purpose of repressuring, or unavoidable losses in the course of the operations (principally gas flared) shall not be subject to the payment of royalty.

2. The royalty on crude oil and natural gas shall be paid in cash unless the Greek State elects to take these royalties in kind as hereinafter provided. Two months before the beginning of each calendar semester the Greek State shall notify the Corporation in writing whether it desires to take all or part of its royalties for crude oil and/or natural gas in kind during the ensuing semester. Once the Greek State has notified its choice to the Corporation no change in the manner of collecting the royalties shall be made up to the end of the ensuing calendar semester, unless a mutually satisfactory written agreement is arrived at between the Greek State and the Corporation on this subject.

The royalty on natural gasoline shall always be paid in cash.

3. The quantities of hydrocarbons subject to royalty shall be measured at the field storage tanks for crude

oil, at well-head for natural gas, and at the separation plants for natural gasoline. The Corporation shall be obligated to install for this purpose adequate measuring devices complying with the standards usually adopted in international oil field practice.

4. The royalty in kind on crude oil shall be taken delivery of by the Greek State at the field storage tanks of the Corporation within forty days from the end of each month to which the royalty payment applies, unless another arrangement is arrived at by mutual written agreement between the Greek State and the Corporation, and the Corporation shall be obligated to store at the sole risk of the Greek State, except that the Corporation will be responsible for any loss or damage resulting from its negligence, the royalty crude oil to be delivered to the Greek State in its field storage tanks free of charge during this period of forty days. In case the Greek State does not take delivery of its royalty crude oil within the above specified period, the Corporation shall have the choice of either freely disposing of it, in which case the royalty on crude oil shall be paid in cash, or of continuing to store it for the account of the Greek State against an appropriate storage charge, which shall amount to the actual storage cost plus 10 per cent.

5. Title to crude oil and or natural gas delivered to the Greek State as royalty shall pass at the point where the delivery therefor is effected.

6. Should the Corporation own and operate in Greece any trunk pipelines for the transportation of crude oil and natural gas the Greek State may request the Corporation to transport the quantities belonging to the State by means of these pipelines either to their terminal or to any other point located on these pipelines. This transportation shall be carried out by the Corporation at cost, plus 10 per cent. The present item shall not be interpreted as an obligation of the Corporation to build any pipelines or any transportation facilities in addition to those which it owns or operates, nor to erect any additional installations with respect to such pipelines or other transportation facilities unless another agreement is arrived at between the Greek State and the Corporation for this purpose.

7. Prior to the time when the Corporation becomes an exporter of indigenous crude oil and establishes a posted price in Greece the amount of cash to be paid to the Greek State as royalty shall be calculated applying the price paid by the Greek State Refinery or other refineries existing in Greece for crude oil purchased by them from the Corporation, as such is specified in Article 12, item 9 a).

From the time the Corporation becomes an exporter of indigenous crude oil and establishes a posted price in Greece, the amount of cash to be paid to the Greek State as royalty on crude oil by it in Greece shall be calculated applying said posted price, as such is specified in Article 12, item 9 b).

8. The value of the royalty on natural gasoline shall be calculated on the actual sales revenue realized by the Corporation during the month to which the royalty payment applies, minus manufacturing costs and transportation expenses from the field storage tanks to the point of delivery.

9. The value of the royalty on natural gas subject to royalty shall be calculated, if paid in cash, on the actual sales revenue realized by the Corporation per cubic meter of gas sold during the month to which the royalty payment applies, minus treating costs and transportation expenses from wellhead to the point of delivery.

10. All royalties in cash shall be paid every six months in January and July of each year.

Article 10.

Taxes

1. The Corporation shall be subject to the income tax for limited stock corporations at a fixed rate of 50 per cent on the net profits derived from its operations during a business period and determined as set forth in item 7) of this Article, whatever the rate in force from time to time for other corporations may be. From the amount of income tax for a business period computed in accordance with this Article there shall be subtracted the amount of the royalties paid during the business period either in cash or in kind pursuant to Article 9 of this Agreement and, from the time the Corporation has net income from the concession, the amounts of Stremmatikos payment pursuant to Article 8 of this Agreement in order to arrive at the net amount of income tax to be paid by the Corporation in respect of the business period. It is agreed that the royalties provided for by Article 9 of this Agreement are to be paid on any production of hydrocarbons whether the Corporation's operations result in a net profit or loss. It is further agreed that the royalty and tax rates set forth in Articles 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement, and that the subtraction of the royalties from the income tax will remain unchanged during this Agreement and the Corporation in the consideration of such undertakings agrees and declares that during this Agreement or any time afterwards shall not intend to raise any objection or dispute as to the rate of 50 per cent on the net profits as provided herein above, and it will accept in all cases the contractual effectiveness and validity of this clause.

2. The net amount of the income tax determined under item 1) above is entitled to credit under Law 1413/1950, ratifying the Convention of February 20, 1950 between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Taxes which may be paid in the United States by the Corporation during the currency of the above mentioned Convention between the United States of America and the Kingdom of Greece or after its termination, shall not affect the tax on the Corporation's net profits payable to the Greek State in accordance with item 1) above.

3. Excepting the mining surface fee (Stremmatikos) provided for in Article 8 of this Agreement, the royalties provided for in Article 9 of this Agreement and the tax on its net profits provided for in item 1) of this Article, the Corporation, its property, operations and rights, its income from operations under this Agreement, as well as any machinery, spare parts, accessories, tools and materials of any kind imported from abroad for the carrying out of the Corporation's operations under this Agreement (with the exception of fuel of any kind) as well as the hydrocarbons produced by the Corporation under this Agreement (with the exception of refined products of any kind), shall be exempted from all taxes, whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, fiscal stamps or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and, in general of any third party, except of contributions clearly for services or rights (retributory contributions) to social security funds of any kind.

This Agreement, as well as any other agreement or contract pursuant thereto which might be signed for the acquisition of the exploration and development rights on hydrocarbons within the areas described in Article 1 of this Agreement or related to purposes of this Agree-

ment are exempt from taxes, duties, stamp duties, contributions, fees and withholdings in favor of the Greek State, or any Greek authority or legal entity, and, in general, of any third party.

The provisions of any laws of the Greek State regarding the minimum fees that shall be paid lawyers shall not be applicable to lawyers who perform services in connection with this Agreement.

Fees of notaries, in force from time to time for the preparation of any agreement related to the purposes of this Agreement and the fees (from time to time in force) of salaried or nonsalaried recorders for possible recording of such agreements and of the present Agreement may not in each case exceed 10.000 Drachmae.

4. Foreign shareholders of the Corporation, provided they are domiciled or reside abroad, are exempted, as regards their income from the Corporation, from all taxes, regular or extraordinary or levied for special purposes, duties, withholdings, contributions or other exactions in favor of the Greek State, or any Greek authority or legal entity, or any third party, by reason of their capacity as shareholders of the Corporation.

5. All costs, expenses and charges incurred by the Corporation whether inside or outside Greece in connection with its organization and operations under this Agreement prior to the business period during which for the first time it derives gross receipts from the sale of hydrocarbons devired from its operations under this Agreement shall be totalled and amortized by it over a period of not greater than ten business periods beginning with the first business period during which it derives gross receipts as above described.

6. Should the Corporation show a net loss from its operations during a business period after it has obtained its first development concession, this loss shall be carried forward by the Corporation and consolidated with the financial results from its operations whether profit or loss of the following business period or periods. Such result, if it shows a loss, shall again be carried forward by the Corporation and consolidated with the financial results of the next business period or periods. This consolidation shall be repeated until a net profit is shown or the present Agreement is terminated. The Corporation shall not have any claims against the Greek State for losses sustained as a result of its operations under this Agreement.

7. The term «net profits» of the Corporation as used in this Article shall mean in respect of each business period the profits shown after deducting from the gross receipts of the Corporation derived from its operations under this Agreement all costs, expenses and charges incurred by it in its operations under this Agreement whether incurred inside or outside Greece. The costs, expenses and charges referred to in the preceding sentence and in item 5) of this Article shall include but not be limited to, those set forth in Schedule B of this Agreement and shall be permitted as deductions irrespective of restrictions in force or to be imposed relative to the deduction thereof. The expenses outside of Greece, after the commencement of commercial production, as set forth in a) and b) hereinbelow, are not to exceed 10 per cent of the total yearly expenditures of the Corporation inside of Greece.

a) Expenditures included in item 1 b) of Schedule B which are incurred outside of Greece.

b) Expenditures for services under item 1, a) of Schedule B and sales expenses under item 1, d) of Schedule B which are performed for the Corporation outside of Greece by other companies which are controlled directly or indirectly by Texaco Inc. or any of its affiliated companies.

The above costs, expenses and charges shall not include, however, the royalties provided for in Article 9 of this Agreement. Gross receipts shall include the actual receipts from sale of produced hydrocarbons. The price for crude oil sold for export shall be that actually charged FOB sea terminal. Gross receipts for domestic sales of crude oil shall be the actual receipts. The determination of the gross receipts and the costs, expenses and charges shall be in accordance with accounting practices and principles as generally accepted in the international petroleum industry.

In case royalties are paid in kind during the business period pursuant to Article 9 of this Agreement, the value of said royalties as determined pursuant to said Article 9 shall be added to the gross receipts of the Corporation in computing «net profits» under this Article. Schedule B is attached to this Agreement showing the items of cost, expenses, charges and other expenditures of the Corporation under this item.

8. a) The Corporation shall close its balance sheet within two months from the end of each business period, which period will be of one calendar year's duration.

b) The auditing of the books of the Corporation will be made in accordance with Greek laws.

c) The Corporation must pay the total tax amount assessed on the basis of its declaration within three months from the submission of such declaration.

d) The provisions in force from time to time regarding the assessment of tax against the tax on income of the current business period have no application in this case, the obligations deriving from Article 9 of the present Agreement for the monthly or semi-annual payments of amounts foreseen by the above provisions remaining, however, in force, and the Corporation being only obliged to pay each year the income tax on the profits of the preceding business period.

e) The provisions of legislation from time to time in force regarding additional taxes for inexact declarations have no application in this instance, provided the differences arisen as regards the tax due do not result from alterations of the business period's results due to the fault of the Corporation, but are due to a mistake or to a different interpretation by the Corporation of the provisions applicable in this instance.

f) The remaining provisions of legislation in force from time to time regarding tax on the income of legal entities, regulating the procedures for submission of tax declarations of income, for the notification of the invitation for administrative settlement of the dispute, for the notification of the audit sheets, for the opposition against such audit sheets, as well as for appeals against the relative decisions and the assessment of tax are applicable in this instance.

g) It is understood that the provisions of Article 21 of the present Agreement do not apply to any transgression of obligations of the Corporation under this Article.

Article 11

Import and Export of Machinery, Equipment and Materials

1. The Corporation shall have the right to import from abroad and to use for its operations under this Agreement all machinery and equipment, including any spare parts therof, and any materials of whatever nature, which in the judgment of the Corporation are necessary and best suited for the carrying out of its operations. The present Agreement is in lieu of any necessary license required in each instance for the importa-

tion into Greece of such machinery, equipment, spare parts and other materials.

2. The machinery, equipment, spare parts and materials of any kind whatsoever mentioned under 1) above, except fuels and lubricants, but including vehicles, marine vessels and platforms, whether self-moving or not, upon which machinery, instruments, cranes or any other kind of accessories necessary for the operations of the Corporation are fixed, as well as the relative tractors, and finally, jeeps or equivalent vehicles of whatever kind not exceeding six at the beginning of operations and then one for each calendar year, shall be exempt from import and customs duties and all other taxes, charges, fees and stamp duties.

3. The Corporation shall be free to export at any time all the machinery, equipment and materials, including spare parts, and any kind of marine vessels and platforms or vehicles imported by it into Greece in accordance with items 1) and 2) of this Article, except as otherwise provided in Article 22 of this Agreement, and such exports shall not be subject to any special authorization or licence in each instance nor to the payment of any export and customs duties or any other taxes, charges, fees and stamp duties.

4. Should the Corporation sell or otherwise dispose of the objects imported by it under the terms of this Article, without reexporting them from Greece, it shall be responsible for paying such customs duties and other taxes, charges, fees and stamp duties in accordance with the legislation then in force, which may be applicable in this case. However, this responsibility shall not apply if the sale is made to the Greek State or to another company or contractor entitled to the same exemptions as the Corporation under the provisions of this Article.

Article 12.

Domestic Consumption and Exports

1. The Greek State and the Corporation agree that the primary objective of this Agreement is to supply indigenous hydrocarbons to the domestic market so as to cover its needs and to relieve the Greek national economy from the necessity of using foreign exchange for the importation of hydrocarbons into Greece.

2. «Suitable crude oil» as used in this Article 12 shall mean crude oil which does not contain unique technical characteristics or differs substantially as regards its gravity or quality from the crude oil required by the Greek State Refinery or pre-discovery refineries, which would substantially increase the operating costs of said refinery or pre-discovery refineries in order to produce the pattern of products required by the Greek State, thereby creating an economic hardship for it or them or the addition of major installations would be required in order to process said crude oil.

3. After the Corporation has commenced the commercial production as defined in Article 5, item 1 of this Agreement of crude oil in Greece, the Corporation shall have the obligation to supply indigenous crude oil, to the extent the Corporation has sufficient suitable indigenous crude oil therefor, to the Greek State Refinery and any other refinery existing and operating in Greece at the time of the Corporation's initial commercial discovery of indigenous crude oil with the amount of crude oil which each such refinery may require, from time to time, for the manufacture of petroleum products which each such refinery has the right or obligation to supply for domestic consumption.

The supply of crude oil to such refineries shall be scheduled sufficiently in advance to permit produc-

tion, delivery and refinery operations to be in a normal and efficient manner. The obligation to supply and to accept such crude oil shall be subject to normal force majeure provisions.

4. a) The Corporation shall have the right at any time to export any production that is in excess of the amounts which the Corporation has the obligation to supply under item 3 of this Article freely in any manner and by any means and under any conditions determined by it without any special license but under normal commercial practice in each instance and without paying any export duties or other taxes, duties and charges, and to retain the proceeds of such exports abroad as stated in detail in Article 13. In exercising this right the Corporation shall endeavor to export quantities of crude oil produced by it in excess of those stipulated under item 3 above, provided that suitable markets for such quantities are available to the Corporation. The Corporation will notify the Greek State in writing when such markets are not available to it, at which time the Greek State may arrange to purchase or to be purchased the excess crude at posted price provided mutually satisfactory terms and conditions including duration of such purchase arrangements are agreed upon by the Corporation and the Greek State, however, within the limitations of Article 6, item 3.

b) In the event the Corporation exports indigenous crude oil during a calendar quarter at prices which are lower than the prices paid by the Greek State Refinery and the other domestic refineries pursuant to item 9 b) of this Article, the Corporation shall make available to the Greek State during the same calendar quarter an equal quantity of indigenous crude oil at the average of the net prices realized on such sales during such quarter by the Corporation, provided (1) that the Greek State makes such crude available to one or more of the domestic refineries for manufacture into petroleum products to be sold in the domestic market, and (2) that the quantity of crude oil furnished to the Greek State hereunder shall be in partial fulfillment of, and not in addition to, the Corporation's crude oil supply obligations set forth in item 3 of this Article. The Greek State may make such indigenous crude oil available to one or more of the domestic refineries upon terms and conditions of its choosing. To the extent that the Greek State transfers its rights to such crude oil to one or more domestic refineries, the respective obligations of the Corporation and the refineries to supply and purchase indigenous crude oil shall be reduced in each case by the amount of crude oil so transferred to each refinery by the Greek State.

5. In order that the Corporation may comply with its obligations, as set forth in item 3 of this Article, to supply indigenous crude oil to the Greek State Refinery and other domestic refineries existing at the time of initial commercial discovery, the Greek State obligates itself to ensure that the crude oil produced by the Corporation in Greece, provided such crude is suitable within the meaning of this Article 12, item 2, will be given priority of purchase by all such refineries over crude oil imported from abroad. With respect to the imported crude oil which the Corporation's indigenous crude oil will displace, the Corporation or its affiliates through any contracts which may provide it or them with the right to import crude oil, will thereafter continue to be entitled to supply the Greek State Refinery and other domestic refineries with imported crude oil in an amount equal to at least the same percentage of total quantities of crude oil imported into

Greece as it did at the time of the initial commercial discovery. The Corporation shall have no obligation to produce and supply indigenous crude oil in compliance with item 3 of this Article in excess of the quantities which will be purchased thereunder.

6. In order to fulfill at the earliest possible time the primary objective of this Agreement, as stated in item 1 of this Article, the Greek State further agrees:

a) that from and after the effective date of this Agreement and at all times during the validity of the present Mobil crude supply contract and any extensions or substitutions thereof, every possible effort shall be made within the limitations of said contract or contracts to ensure the priority of purchase at the earliest possible time by the Greek State Refinery of any suitable indigenous crude oil produced by the Corporation up to the total throughput of said refinery.

b) that from and after the effective date of this Agreement the Greek State shall exercise every effort to ensure, insofar as existing contractual obligations shall permit, that all new contractual obligations for the supply of crude oil or products and all extensions, renewals, or substitutions of either presently existing or future crude oil or product supply contracts shall contain every reasonable and lawful provision which is within the power of the Greek State to permit the utilization of the amounts of indigenous crude oil as defined in item 3 of this Article in Greek refineries at the earliest possible time after commercial crude oil production begins. However, the provisions of item 6 (b) will not apply to product supply contracts that are for periods of one year or less which are signed prior to the commencement of production of crude oil in commercial quantities.

c) If, despite exercising its best efforts, the Greek State is prevented from achieving the objective foreseen in item 5 and item 6, paragraphs a) and b) of this Article, the Greek State shall nevertheless be obligated to ensure that the Greek State Refinery and the other domestic refineries purchase an amount of suitable indigenous crude oil produced by the Corporation equal to at least thirty per cent of the throughput of the Greek State Refinery.

d) Notwithstanding what is stated above in this item 6, the Corporation shall not possess any right either legal or by anyway arising out of the terms of this Agreement to interfere, oppose, or ask the Greek State to modify or change in any manner the terms of the Agreement regarding the supply of crude oil or products or the establishment of refineries in Greece which the Greek State has concluded up to the date of this Agreement or will probably conclude in the future prior to the date when the Corporation notifies the Greek State that it has discovered suitable crude oil in commercial quantities or subsequent to such date so long as the Greek State provides for utilization in Greek refineries of the amounts of such crude oil produced and delivered to the Greek State up to maximum of the obligations defined in this item 6.

7. Should there be any other producers of suitable crude oil in Greece at any time during the validity of this Agreement, then the Corporation's obligation to supply and the Greek State's obligation to purchase the production of the Corporation bears to the total production of suitable crude oil in Greece by all producers.

8. If the Greek State notifies the Corporation with supporting data that the indigenous crude oil produced by the Corporation is unsuitable for use in the Greek State Refinery or the other pre-discovery refineries, then the obligation of the Greek State to insure that

the indigenous crude oil is given priority of purchase by the Greek State Refinery and prediscovery refineries and the obligation of the Corporation to supply said refineries with indigenous crude oil, would both be contingent upon a mutually satisfactory arrangement whereby the primary objective set out in item 1 above would be achieved. If no such mutually satisfactory arrangement can be achieved, then the respective obligations of the Greek State and the Corporation, as stated above, shall come to an end until such time as such crude oil or other crude oil produced in Greece by the Corporation becomes suitable for use in the Greek State Refinery and other refineries, provided, however, that the Greek State agrees that it will cause the Greek State Refinery and other refineries existing in Greece to purchase such unsuitable oil to the extent that it can be utilized in the refineries, provided that in this case the operation of said refineries does not result in any hardship for them. In addition, the Greek State agrees to extend its fullest cooperation in promoting the use of such unsuitable crude oil as a fuel substitute in industries in Greece.

9. a) Before the Corporation becomes an exporter of crude oil, the price at which the Greek State Refinery and any other refineries existing in Greece shall be obligated to purchase crude oil produced by the Corporation in Greece, shall be set at the field storage tanks of the Corporation, and said price shall be the arithmetic average, over the applicable calendar month, of the posted price or prices, as defined in Platt's Oilgram or other similar publications, of crude oil at Sidon and Tripoli, Lebanon; Banias, Syria; and the United Kingdom of Libya, after making the usual corrections for gravity and quality and geographical location.

b) At the time the Corporation becomes an exporter of crude oil and the Corporation establishes in Greece a posted price at its field storage tanks, the price at which the Greek State Refinery and other refineries existing in Greece are obligated to purchase crude oil shall be said posted price. Such posted price shall take into account general market conditions prevailing in the Mediterranean area at that time after considering the quality characteristics and location of crude oil being exported.

10. Payments by the Greek State to the Corporation for amounts due for hydrocarbons supplied shall be made within sixty days from the date of presentation by the Corporation of a bill therefor. If payment is not received by the Corporation within sixty days after the Greek State's receipt of the bill therefor, the Corporation may without prejudice to any rights it may have by law, offset such amounts receivable against amounts which the Corporation would otherwise be required to pay the Greek State.

11. Should the Corporation own and operate in Greece any trunk pipelines for the transportation of crude oil and/or any gas lines, the Greek State may request the Corporation to transport the crude oil and/or natural gas bought by it from the Corporation by means of these trunk crude oil and/or gas lines either to their terminal or to any other point located on their route. The transportation shall be carried out by the Corporation at cost plus 10 per cent. The present item 11 shall not be interpreted as an obligation of the Corporation to build any crude oil or gas pipelines or any transportation facilities in addition to those which it shall at any moment own and/or operate, nor to erect any additional installations with respect to such pipelines or other transportation facilities,

unless a mutually satisfactory agreement is arrived at between the Greek State and the Corporation to this effect in the future.

12. In order to determine the Drachma price of crude oil in accordance with the provisions of this Article, the applicable world market prices and transportation charges, if denominated in foreign currency, shall be converted to Drachma equivalent at any monthly average of the daily rates of exchange, as defined in item 8 of Article 13 at which the Corporation is entitled to purchase foreign currency with Drachma during the respective calendar month.

Article 13.

Foreign Exchange

1. As long as the Corporation does not derive any revenues from the sale of hydrocarbons under Article 12, operations under this Agreement shall be financed by the Corporation exclusively out of its foreign currency funds in the following manner :

a) by converting to Greek currency, through the banks and agents officially authorized to deal in Greek currency and foreign exchange, U .S. dollars or foreign currency freely convertible to U .S. dollars, in such amounts as will be sufficient to cover the Coorporation's cash operating expenses in Greek currency, including any payments to the Greek State and third parties ;

b) by directly purchasing and/or hiring abroad, with its foreign currency funds, and importing to and/or using in Greece, freely and without any restrictions, such machinery, equipment, materials and services, of any nature whatsoever, as will be required by the Corporation for its operation under this Agreement.

2. Once production commences, the Corporation shall be entitled to meet its cash operating expenses in Greece, including payments to the Greek State in the form of stremmatikos, royalties and taxes, out of the Drachmae revenues obtained by the Corporation from the sales on the domestic market under the terms of Article 12. When the Corporation's Drachmae revenues exceed its cash operating requirements in Greek currency, the Corporation shall be permitted to remit abroad such Drachmae surplus funds derived from the local sale of hydrocarbons. Such remittances shall be made by the conversion of Greek currency into U. S. dollars and/or, after agreement with the Bank of Greece, into some other currency convertible into U. S. dollars. However, the Corporation shall also and alternatively, be permitted to retain such Drachmae surplus funds in Greece and to invest such funds in interest-bearing deposits or securities or any other form of investment not barred to foreigners by the general laws of Greece. The provisions of the Greek legislation from time to time in force regarding the blocking of claims of persons permanently residing abroad and executable in Greece, and the blocking of shares, bonds and other assets, are not applicable in these cases. Investments in the stock of companies shall be subject to the approval of the Greek State, which approval, however, shall not be withheld except for reasons of undue financial risk involved in said investments.

3. a) The Corporation shall also have the right to retain abroad, and freely to dispose of, all currency proceeds that are surplus to the Corporation's cash operating requirements in Greek currency, including but not limited to the proceeds from the issuance of stock, any form of loans and other advances, foreign currency revenues obtained from export sales of hydrocarbons under the terms of Article 12 or from other

sources, as well as Drachmae surplus funds remitted from Greece under the provisions of this Article.

b) Conversely, should Drachmae revenues from the local sale of hydrocarbons be insufficient to cover the Corporation's cash operating requirements in Greek currency, then the Corporation shall exchange for Greek currency, through banks or agents officially authorized to deal in Greek currency and foreign exchange, U. S. dollars or foreign currency freely convertible into U. S. dollars in amounts sufficient to meet its cash operating requirements in Greek currency.

c) Notwithstanding the provision in the preceding sub-item b) of this item 3), the Greek State will permit the Corporation to make remittance to Greece in currencies not freely convertible to U. S. dollars provided :

1. Said currencies have been obtained through the sale of hydrocarbons exported from Greece.

2. The Corporation is unable to maintain or increase its volume of export sales, if it insists on payment in U. S. dollars or other currencies freely convertible into U. S. dollars.

3. The Greek State in its own judgment considers the use of said currencies economically feasible under its then existing international trade and payment arrangements.

4. It is also agreed that the retention of currency proceeds abroad under the provisions of this Article shall enable the Corporation to cover fully all its foreign currency expenses under this Agreement including the purchase and or hiring of such machinery, equipment materials and services, of any nature whatsoever, as will be required by the Corporation for its operations under this Agreement.

5. For the purpose of this Agreement, Drachmae revenues surplus to the Corporation's cash operating requirements in Greek currency and Drachmae surplus funds shall mean all Drachmae funds not needed to cover the Corporation's cash obligations due and payable within the ensuing 30 day period in Greek currency for local operating expenses, stremmatikos, tax and royalty payments and other local currency obligations.

6. The Bank of Greece, through banks or agents officially authorized to deal in Greek currency and foreign exchange, shall make available the amount of U. S. dollars or other currencies convertible into U. S. dollars required by the Corporation to remit Drachmae surplus funds from Greece. Such foreign exchange will be made available promptly and without any delay whenever the funds are applied for, upon the attestation by the Corporation that the proposed conversion represents a remittance of funds surplus to the Corporation's cash operating requirements for the ensuing 30 day period in Greek currency. However, the Corporation shall undertake to furnish the Bank or its authorized agents with such weekly and monthly statements as may be required by the Bank of Greece or its agents to confirm that the remittances of funds effected by the Corporation in the period under review represent remittances of Drachmae surplus funds under the terms of this Agreement.

7. In case the Corporation liquidates in Greece any of its movable or immovable assets, either imported from abroad or acquired in Greece, the Bank of Greece, through banks or agents officially authorized to deal in Greek currency and foreign exchange, will make available promptly and without delay to the Corporation an amount in U.S. dollars corresponding to the amount in Drachmae obtained by means of such liquidation.

8. a) For the purpose of carrying out its operations under this Agreement, the Corporation shall be permitted to buy and sell foreign currency through any bank or agent officially authorised to deal in Greek currency and foreign exchange and at a rate of exchange not less favorable to the Corporation than the effective rate or rates generally available to other firms on the day of the transaction. In determining such rate of exchange account shall be taken of all such exchange premiums, surcharges, discount agios, exchange taxes and brokerage fees of any kind whatsoever, as the Greek State might authorize or impose and which effectively are a part of the cost to firms, as the case may be, of buying or of selling foreign currency.

b) Provided further : in the event the Greek State should ever adopt a system of multiple rates of exchange or of multiple export premiums and import surcharges, then the rate of exchange at which the Corporation shall be permitted to buy and sell foreign currency shall also not be less favorable than the weighted average of the effective rates of exchange lawfully realized by other enterprises on the exports of minerals from Greece. Such applicable weighted average shall be calculated without any delay and, if necessary on a provisional basis, and its value shall be kept as current as possible, using as weights the latest available trade statistics or, if necessary, provisional estimates for the export value of each class of minerals.

9. For the purposes of such books and accounts as the Corporation may maintain in Greek currency, the Corporation shall, on its books of accounts only, convert all of its foreign currency expenses, charges and obligations, as well as its foreign currency revenues from export sales and other sources, to their Drachmae equivalent at the rate of exchange, as defined in the preceding item 8) of this Article, at which the Corporation is entitled to purchase Drachmae with foreign currency on the day on which each transaction is lawfully recorded on the Corporation's books.

10. If and when the Bank of Greece should abandon its policy of fixing the buying and selling rates for U.S. dollars, the rates of exchange for U.S. dollars as specified under item 12) of Article 12 and under the preceding item 9 of this Article, shall be certified by a recognized Greek or foreign bank approved by the Greek State and the Corporation. The applicable rates to be certified by that bank shall be the buying and selling rates for U.S. dollars, as defined in item 8 of this Article, which are lawfully available in either Athens or New York on the close of business of the day for which such certification is required. Certification of rates of exchange for other foreign currencies shall be arranged, at the request of either party to this Agreement, through such Greek or foreign banks as are mutually acceptable to the Greek State and the Corporation.

Article 14.

Other Obligations of the Corporation

1. The Corporation shall be obligated to keep accurate records of all its exploration, drilling, producing, transportation and sales operations.

2. The Corporation shall submit to the Ministry of Industry quarterly and annual statements covering its exploration and development operations in adequate detail in duplicate.

Supporting material, such as drilling cores, fossils, samples of the formations, samples of crude oil and water etc., shall be kept by the Corporation in its own premises, it being understood that authorized representatives of the Greek State shall have the right to inspect this supporting material. Should the Greek

State desire to obtain such supporting material for its own use, the Corporation shall comply with such requests, but only to the extent that this compliance does not create an additional unusual expense for the Corporation and does not delay or hinder its operations in any manner whatsoever.

3. In the interest of a regional and nation-wide correlation by the Scientific Service of the Greek State of data and information obtained by the various holders of exploration areas and concessions throughout Greece, the Corporation shall supply to the Greek State all scientific data collected during its operations including data and interpretations from contractors, provided, however, all proprietary information of the Corporation and Texaco Inc. and its subsidiaries and affiliates, and any conclusions and interpretations arrived at by employees of these corporations through the study of the factual data shall be communicated to the Greek State solely at the discretion of the Corporation. The words all scientific data is meant to include the following :

A) For the Seismic Research :

1. Complete series of seismic record section displays for all seismic profiles measured.
2. Complete results of velocity determinations by refraction method.
3. Complete series of all maps prepared specifically for maps of iso-chrones or iso-depths for each continuous or phantom horizon.
4. Technical report on field methods employed.

B) For the Drilling Exploration :

1. Weekly progress bulletin covering drilling operations.
2. Stratigraphical and lithological log of the drill-holes.
3. Continuous series of cuttings.

C) For the measurements within the drilled area : Schlumberger (The different loggings).

Copies of recordings for the following measurements within the drilled area :

1. Electrical resistivity logging.
2. Self-potential logging.
3. Gama Ray and neutron logging.
4. Speed of seismic waves (velocity logging).
5. Laterolog-Microlaterolog.
6. Dip strike logging.

4. The Corporation shall advise the Ministry of Industry of any location chosen by it for the drilling of any wells, of the commencement and completion of any drilling operation and of their interruption and of the discovery of any hydrocarbons. This obligation is in addition to the obligation of supplying quarterly and annual reports mentioned under item 2 above.

5. Financial reports of the Corporation shall be submitted by the Corporation to the Ministry of Industry within three months after the end of each business period. The Ministry of Industry and other authorized services shall have the right to inspect at reasonable intervals and upon reasonable notice the official records and books of the Corporation in order to ascertain the accuracy of the entries, however in such a manner that the operations of the Corporation are not hindered.

6. Authorized representatives of the Ministry of Industry and especially of the scientific and technical services of the Greek State shall have the right to visit and observe the scientific activities and technical operations of the Corporation in order to be kept informed and to know the details on the progress of same. These

visits shall be carried out in such a manner that the current operations of the Corporation are not hindered.

7. With the exception of generalized figures on the meterage drilled, the number of wells and the total production of hydrocarbons per field, all data, information, reports and material submitted by the Corporation to the Greek State shall be treated by it as confidential, unless the Corporation advises the Greek State in writing with respect to any specific information that it relieves the Greek State from its obligation. As an exception to the above rule, the Greek State shall have the right to communicate to third parties for purposes of scientific publications or other purposes, the scientific or technical data and information supplied to it by the Corporation, three years after the termination of the Corporation's rights with respect to any specific exploration area or concession to which this information applies or immediately upon termination of this Agreement. The Corporation shall not unreasonably withhold its consent concerning requests of the Greek State to publish or communicate to third parties for publication or otherwise, earlier than stipulated in the preceding sentence, specific parts of the information supplied to it by the Corporation if, in the Corporation's opinion, this may be done without harming its interests.

Article 15.

Occupation of Land, Right of Way, Right to Use Water and Building Materials

1. The Corporation shall have the right to occupy and use without any indemnity, and after approval by the Greek State, land as well as underground and surface water, and quarries if they are not leased, which are necessary for the carrying out of the operation under this Agreement as long as they belong to the Greek State. In case the necessary lands belong to private persons or other legal entities their occupancy will be effected on the basis of existing legislation.

2. Under reservation of the above, expropriations of property belonging to third parties, necessary to carry out exploration and exploitation, including also land having underground or surface water or springs, will be carried out in favor of the State at the expense and care of the Corporation.

The provisions of the Mining Code relating to the protection of property and to expropriations for the needs of the exploitation of mines, as well as the remaining provisions of laws relating to mines and the other applicable general or special laws, are also applicable in the present case by analogy, as long as they do not conflict with the provisions of the present Agreement and those of law 3948/1959 re: hydrocarbons.

3. The Greek State, municipalities and communities as well as owners or possessors of rural or urban immovable properties are obliged to grant the right of way for underground pipelines, for the transportation of hydrocarbons, or in case such underground installation is not possible or opportune, for the installation of such pipelines on the surface. Furthermore, the above mentioned are obliged to accept any necessary work for the construction, use, maintenance, or repair of the above pipelines. In case, through the exercise of the above rights by the Corporation, the property or rights of municipalities, communities, private persons, physical or legal entities, with the exception of the property or rights of the Greek State, are impaired an indemnity will be paid by the Corporation to them, which is to be determined in accordance with the provisions from time to time in force for the compulsory expropriation

for the exploitation of mines. By means of compulsory expropriation it shall be possible to create servitudes in favor of the Greek State in accordance with existing provisions, but for the use of the Corporation, the indemnity having to be paid by the Corporation.

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of Law 1540/1938, of Law 2344/1940 regarding sea and shores, and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and hydrocarbons and their storing as well as to create installations necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the General Staff of the Navy, which shall not be unreasonably withheld.

4. Any delay in the operations of the Corporation and in the fulfillment of its obligations under this Agreement which is due to the lack of any action or permit of any public authority or third party indispensable for the operations and which cannot be remedied through due diligence or appropriate action by the Corporation, will be considered as «force majeure» entailing also the consequences of «force majeure».

Article 16.

Use of Contractors

1. For the carrying out of the Corporation's operations under this Agreement, including the carrying out of geophysical surveys and deep exploration drillings, the Corporation shall have the right to engage the services of Contractors and Sub-contractors.

2. The full text of all contracts concluded with the Contractors and Sub-contractors, as per item 1) shall be communicated by the Corporation to the Greek State.

3. The provisions of Articles 11 and 17 of the present Agreement shall apply to the Corporation and to the above mentioned Contractors and Sub-contractors and their foreign personnel. The provisions of Article 13 of the present Agreement will apply only to the Corporation and to foreign Contractors and Sub-contractors.

4. The fees paid to the Contractors and Sub-contractors by the Corporation during any business period shall qualify as investment of the Corporation in the meaning of Article 3 of this Agreement.

5. The work carried out by the Contractors and Sub-contractors of the Corporation shall qualify as work carried out by the Corporation in the meaning of Articles 4 and 6 of this Agreement. Notwithstanding the above, in this case too, the Corporation shall be subject to all responsibilities arising under this agreement.

Article 17

Employment of Greek and foreign personnel

1. The Corporation shall have the right to employ for its operations in Greece such managerial, technical and specialized administrative personnel, whether Greek or foreign nationals, as it deems necessary for the conduct of its operations.

2. Upon application by the Corporation the State is obligated to approve permits for entry into Greece and permits for staying, working and travelling in Greece for the Corporation's foreign personnel mentioned under item 1) above, except if there are serious reasons to the contrary affecting public security. Such non-approval of these permits in accordance with the foregoing shall be made known in due time to the Management of the Corporation in Greece.

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax after they have resided continuously for six months in Greece, only on the salary which shall be paid to them by the Corporation for services rendered in Greece. The salary to be taxed, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that shown as an expense in the Corporation's books. In addition, these employees shall be entitled to the benefits of Law 1413/1950 ratifying the Convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Such residence of a foreign employee in Greece shall begin on the day he is granted the regular residence and working permits. Absences from Greece of more than fifteen consecutive days at a time shall be added to the six month period in establishing the date on which a foreign employee shall be liable to the payment of Greek Income Tax. The foreign employees of the Corporation shall pay all other Greek taxes in accordance with legislation from time to time in force.

4. The Corporation shall be obligated to employ Greek nationals in all jobs not requiring specialized technical or administrative skill. With respect to jobs requiring specialized skill, it shall be the policy of the Corporation to employ as many Greek nationals as may be available from time to time and as the Corporation in its discretion shall deem practicable for the carrying out of its operations under this Agreement.

5. With respect to labor accidents which may occur during the operations under this Agreement, the Corporation is liable under the provisions of the Penal and Civil Laws of Greece, without having the right of recourse to arbitration in accordance with Article 26 of this Agreement. Also the Corporation must comply with the Regulations of Mining Operations in force in Greece during drilling operations.

6. The Corporation shall be obligated beginning with the year following the year of the first discovery of hydrocarbons, as per Article 5, items 1) and 2), to accept for training each year two candidates selected one by the geological and the other by the technical services of the Greek State, it being understood that :

a) all expenses of the trainees will be paid for by the Greek State ;

b) the training program shall be concentrated on practical work, the details of which shall be established each time by the Corporation on the basis of general indications by the Greek State with the scope of giving the trainee the possibility to gain practical experience in the various phases of exploration for and development of hydrocarbons;

c) the training period for each trainee shall normally be six months, but, unless another mutually satisfactory agreement is reached between the Greek State and the Corporation, it shall in no case be more than twelve months.

d) the person of the candidate for the position of trainee selected by the Greek State shall be subject to approval by the Corporation, which may refuse such approval if in the Corporation's opinion this candidate is unsuitable for the carrying out of his assignment. The Corporation shall also have the right to request the Greek State to recall a trainee already approved by the Corporation, for the same reason as above. However in both the above mentioned cases, the Greek State shall have the right to immediately nominate a substitute.

Article 18.

Books of the Corporation

Books of account of the Corporation in Greece shall be kept by the Corporation in the Greek language and if the Corporation so desires also in the English language, and in accordance with the generally accepted principles and rules of accounting practice and in accordance with the Code of Greek Taxes.

The Corporation is permitted to show its expenditures and its investments in U. S. dollars and to keep their books of account and issue their financial statements in this same currency. The Corporation's tax returns submitted to the Greek authorities shall be denominated in Drachmae, using the rule for conversion of foreign currency amounts set forth in items 8) and 9) of Article 13.

Article 19.

Managerial and Administrative Freedom

The Corporation shall have full, unrestricted and complete managerial and administrative freedom in the conduct of its operations and activities during the duration of this Agreement. The Corporation shall have complete freedom to determine and to carry out in its own free judgment its investment policy, as well as its financial and operating programs, except as specifically otherwise provided for in this Agreement. The Greek State, however, at any time during business hours and through its competent supervisory authorities reserves the right to inspect the operation, installations, books and records of the Corporation's operations in Greece in order to ascertain the expenses related thereto.

Article 20

Surrender

1. At any time during the validity of this Agreement the Corporation shall have the right to surrender voluntarily to the Greek State all or any part of any or all exploration areas at that time held by the Corporation, provided, however, that if only a part of an exploration area is surrendered such part shall measure not less than fifty square kilometers.

2. At any time during the validity of this Agreement the Corporation shall have the right to surrender voluntarily to the Greek State any or all of the development concessions held by it at that time.

3. As from the date on which any voluntary surrender is effected under items 1) and 2) above, all the rights and obligations of the Corporation relating to a surrendered exploration area (or part thereof) or to a surrendered development concession shall terminate, provided, however, the Corporation shall have fulfilled all the obligations relating to the surrendered exploration area (or part thereof) or to the surrendered development concession, accrued up to the date of the surrender and provided also the Corporation shall have fulfilled the investment obligations relating to the surrendered development concession as stipulated under Article 3 of this Agreement to the end of any of the years mentioned in said Article 3, during which the surrender occurs

Article 21

Fines and forfeiture

Termination of agreement by expiration

Fines

1. As a penalty for the transgression of any of the terms of this Agreement and for the non-compliance with the Corporation's obligations under it, except

as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1,000 to U.S. dollars 5,000 for each transgression, provided, however, that in case of repetition of the same transgression after the Corporation has received written warning from the Greek State, the fine for such repeated transgression may go up to U.S. dollars 10,000 and provided further that in the cases specified hereinbelow a) to f) the fine may reach up to U.S. dollars 300,000; these cases are limited to the following:

- a) Non-compliance with the investment obligations as stipulated in Article 3;
- b) Non-compliance with the working obligations as stipulated in Article 4;
- c) Non-compliance with the arbitration award rendered in pursuance of the stipulations of item 4), Article 6;
- d) Failure to pay assessed royalties as stipulated in Article 9;
- e) Failure to supply the needs of the domestic market as prescribed under Article 12;
- f) Non-compliance with the prescriptions of Article 23 regarding transfers.

2. The imposition of a fine, as per item 1), shall be notified immediately in writing to the Corporation and the fine shall be payable by the Corporation within thirty days from such notification provided, however, that the Corporation has not initiated procedures for remedying the transgression or non-compliance before the expiration of said period of thirty days and has not continued same without delays and interruptions in order to eliminate the transgression or the non-compliance, or did not have recourse to arbitration under Article 26 within the said period except in the case of a transgression as per sub-item c) of item 1) of this Article. Any such recourse to arbitration shall suspend the effectiveness of the fine for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith, and compliance by the Corporation within this period shall render the imposition of this fine null and void.

Forfeiture

3. The Greek State shall have the right, thirty days after having given a written warning to the Corporation, to declare the Corporation forfeited from its rights under this Agreement in the following cases:

- a) Non-compliance with the investment obligations as stipulated in Article 3;
- b) Non-compliance with any of the final awards rendered by the Arbitration Court foreseen in item 2) of Article 26;
- c) Non-compliance with the prescriptions of Article 23 regarding transfers;
- d) Failure to re-instate the guarantee in the original amount of U. S. dollars 300,000 – three months after this guarantee becomes less than U. S. dollars 300,000 – for any reason whatsoever due to the fault or negligence of the Corporation at any time during the validity of this Agreement.

4. The forfeiture, as per item 3) above, may apply to all the rights of the Corporation under this Agreement, or only to specific exploration areas or concessions at that time held by the Corporation, depending on the fact as to whether the non-compliance or the default of the Corporation applies to the entire

Agreement or to a specific exploration area or concession. In case of total forfeiture the Agreement shall terminate as of the effective date thereof.

5. The decision of the Greek State to declare that the Corporation shall forfeit any or all of its rights under this Agreement shall be notified immediately to the Corporation, and the forfeiture shall become effective ninety days after such notification, provided, however, that the Corporation has not initiated procedures for remedying the non-compliance or the default before the expiration of said period of ninety days and has not continued these procedures without delays and interruptions, or did not have recourse to arbitration under Article 26 within the said period, except in case of non-compliance within the time limits specified by the Arbitration Court as per sub-item b) of item 3) of this Article 21. Any such recourse to arbitration shall suspend the effectiveness of the forfeiture for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith and compliance by the Corporation within this period shall render the declaration of forfeiture null and void.

6. The prior concurring opinion of the Council of Mines is required for the imposition by the Minister of Industry of any fine on the Corporation or for the declaration of any forfeiture by the Corporation of its rights under this Agreement, and a certified copy of this opinion shall be sent to the Corporation together with the notification mentioned in items 2) and 5) of this Article.

7. The notifications under items 2) and 5) of this Article must be given as soon as possible and no more than two months from the date on which the transgression or non-compliance becomes known to the Greek State.

Expiration

8. Termination of this Agreement by expiration shall take place when the periods of validity of all exploration rights and development concession at any time held by the Corporation under this Agreement and all extensions of such periods of validity have expired.

9. In case of termination of this Agreement either by expiration (item 8) above) or by forfeiture (items 3), 4) and 5) above) or by surrender (Article 20) the Greek State shall not be entitled to any claim for damages or any other indemnity by reason of such termination (it being understood, however, that except in the case of total forfeiture, all obligations of the Corporation accrued up to the date of such termination shall have to be complied with by the Corporation, including the applicable obligations mentioned under item 3) of Article 20).

Article 22.

Disposal of Corporation's Property

1. At the termination of the rights of the Corporation on any exploration area, or part thereof, or on any development concession, for any of the reasons mentioned in Article 20 and Article 21 of this Agreement, all the wells drilled by the Corporation on the exploration area, or part thereof, or on the development concession, with respect to which the Corporation's rights have terminated, whether productive of hydrocarbons or not, with the wellheads and the casing existing in these wells, shall be turned over to the Greek State by the Corporation free of charge.

All the non-productive wells must be properly plugged by and at the expense of the Corporation and any

potable water-bearing horizons must be properly shut off in the same manner. The producing wells shall be handed over to the Greek State in full working order, it being understood, however, that the Corporation shall have the right to remove all producing, gathering, storage and preliminary treatment installations and equipment, to the extent that this can be done without damaging or endangering the wells.

2. Except as provided under item 1) of this Article, the Corporation shall have the right freely to dispose in any manner whatsoever of all its movable and immovable property and of any other rights of any nature during the entire period of validity of this Agreement and upon termination or expiration of same for any reason whatsoever, whether this movable or immovable property or other right is located within or outside the exploration areas and/or development concessions of the Corporation.

3. However, should the Corporation desire to sell its movable or immovable property and any other rights of any nature located within an exploration area or development concession, with respect to which the Corporation's rights have terminated, the Greek State shall have the preferential right to acquire all or any part of such movable and/or immovable property and of such rights at their fair market value.

4. During the last five years of the validity of each of the development concessions held by the Corporation under this Agreement no sales of immovable property belonging to the Corporation and located within such development concession shall be permitted without the prior written approval of the Greek State. In case such approval is not given such immovable property shall become the property of the Greek State free of charge upon expiration of the validity of such development concession.

5. If at any time during the validity of the present Agreement or upon termination of same the Corporation disposes of its movable or immovable property by sale then, if the proceeds of such sale exceed the value of the property sold, as same is shown on the books of the Corporation on the date of sale (depreciation having been calculated at the rates fixed in Schedule B attached hereto) the difference shall be : either added to the gross receipts of the Corporation derived from the sale of hydrocarbons during the business period, in which the sale of this property was effected, and treated as a gross receipt for purposes of taxation under the provisions of Article 10 of this Agreement, or deducted from the total of costs, expenses and charges, mentioned in item 5) of Article 10 of this Agreement, if this sale of property is made prior to the business period during which the Corporation derives for the first time gross receipts from the sale of hydrocarbons.

If, on the contrary, the proceeds of such sale of property fall short of the book value of the property sold, then the difference shall either be allowed as a deduction from the gross receipts of the Corporation for the business period during which the sale took place, as specifically stated in item 1), sub-item h) of Schedule B, attached hereto, or added to the costs, expenses and charges mentioned under item 5) of Article 10 of this Agreement.

6. Should the Corporation still have any kind of assets resulting from this Agreement (whether movable or immovable) in Greece or elsewhere, two years after the termination of this Agreement, such assets shall be liquidated by the Corporation and the proceeds of such liquidation shall be divided equally between the

Greek State and the Corporation, it being understood that the Corporation's share of this liquidation shall not be subject to any taxes whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, and or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity and, in general, of any third party.

7. All amounts in Drachmae obtained by the Corporation through the free disposal of its movable and immovable property and of any rights of any nature, located in Greece, in pursuance of item 2) of this Article, shall be convertible into U. S. dollars at the rate and under the conditions stipulated in Article 13.

Article 23.

Transfers

1. The Corporation shall have the right to assign in whole or in part this Agreement and to transfer under conditions freely agreed by it any rights granted to it under this Agreement :

a) to another Corporation controlled by the assignor or

b) to another Corporation controlled by Texaco Inc., or by another Corporation controlled by Texaco Inc. or

c) to any other third party, in this case, however, only upon the written approval of the Minister of Industry, which approval, given in the Minister's free judgment shall be limited to the person, whether physical or juridical, of the assignees.

2. The Minister of Industry may, however, disallow the transfers foreseen under item 1), sub-items a) and b) of this Article for reasons of national security.

3. In case of transfers as per item 1), sub-items a) and b) above, the Corporation shall be held responsible towards the Greek State, jointly and severally with the assignee, for the fulfillment of the terms and conditions set forth in the present Agreement.

Article 24.

Applicable Laws

1. The Greek State guarantees to the Corporation that no general or special law, or any administrative measure shall terminate or in any manner amend this Agreement, unless specially agreed to by the Corporation.

2. The Corporation and its operations and property in Greece shall be subject to all Greek Laws and Regulations from time to time in force to the extent that they are not in conflict with the terms and provisions of this Agreement. Should such a conflict exist, either today or in the future, the terms and conditions of this Agreement shall prevail and the stipulations of the above mentioned Laws and Regulations which are in conflict with the terms and provisions of this Agreement shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

Article 25.

Force Majeure

1. Failure by the Corporation to carry out any of its obligations under this Agreement shall not give rise to any claim and shall not be deemed to be a transgression of this Agreement if such failure is due to force majeure. This expression shall include but not be limited to acts of God, epidemics, earthquakes, fires, explosions, floods, casual occurrences, war, revolution, civil commotions, insurrections, riots, strike, acts of the public enemy, blockades, any act of the

Greek State or of any Greek authority or of any foreign Government and any other unforeseen act or circumstance beyond the control of the Corporation. If by reason of such force majeure the compliance of the Corporation with its obligations or the enjoyment of its rights under this Agreement is delayed, the period of such delay shall be added to the periods fixed in this Agreement for such compliance or such enjoyment.

2. Should the status of force majeure due to one or more causes continue for more than one continuous year the Corporation shall have the right to surrender to the Greek State in writing all its rights and obligations under this Agreement and upon such written surrender this Agreement shall terminate. Upon such surrender the Corporation shall be relieved from all its obligations of whatever nature under this Agreement, and the Greek State as well as the Corporation shall not have any claims against each other for the nonfulfillment of any of the terms of this Agreement by either party and will deliver to each other complete and unrestricted written release.

Article 26,

Arbitration.

1. Except as stated under item 2) of this Article, any controversy arising between the Greek State and the Corporation with respect to this Agreement shall be settled by arbitration in accordance with the provisions of Article 28 of Law 3948/1959 (re : reconnaissance, exploration and exploitation of liquid and gaseous hydrocarbons).

2. However, in the case of imposition of the penalty of forfeiture as determined in Article 21, or of controversies concerning differences, disputes or disagreements as regards the interpretation and implementation of the provisions of this Agreement which entail the penalty of forfeiture, as well as generally in cases covered by Articles 3, 4, 6, 12 and 13, the arbitration is carried out in the following manner: The party desiring arbitration shall give the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the arbitrator appointed by it and shall invite the other party to appoint a second arbitrator. Within twenty days from receipt of such notice, the other party shall give the party desiring arbitration written notice naming the arbitrator appointed by it. If the second party fails to act within the above time limit, the second arbitrator is appointed by the President of the International Court of Justice at The Hague on the request of the party desiring arbitration. The arbitrators so appointed shall within twenty days from the communication of the appointment of the second arbitrator, select by common agreement a third arbitrator, who will be the Chairman of the Arbitration Court. In the event that the arbitrators do not agree on the selection of the third arbitrator or fail to select him within the above time limit the third arbitrator shall be appointed by the President of the International Court of Justice at The Hague on the request of the arbitrators or either of them. The arbitrators shall render their award within two months from the notification to the third arbitrator of his appointment. The above time limit may be extended by common agreement of the Greek State and the Corporation. The arbitrators are not bound by any rules of procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections, obtain the testimony of expert witnesses and take into consideration any evidence.

Should any of the arbitrators refuse to continue the arbitration or be prevented from it, he shall be replaced in accordance with the procedure which has been followed for his appointment. In this case the time limit for the issue of the award shall be suspended during the period from the date on which the refusal or the impediment became apparent, which date will be confirmed by deed signed by the remaining arbitrators, until the replacement of the arbitrator who refuses to continue the arbitration or is prevented from it.

Refusal of any of the arbitrators to sign the award does not cancel the arbitration.

The decision of the arbitrators is definite, final and irrevocable and is not subject to any regular or extraordinary means of appeal.

The expenses of the arbitration and the customary fees of the arbitrators as determined by the award shall be borne by the defeated party.

— Article 27.

Use of State Owned Property

1. To the extent that the Corporation shall be using in a continuous manner any property whether movable or immovable belonging to the State :

a) either as a result of the expropriation procedure foreseen in Article 15 of this Agreement, or

b) on the basis of the other stipulations of the said Article 15, or

c) in virtue of any kind of contractual arrangements between the Greek State and the Corporation to be concluded during the course of the Corporation's operations the Corporation shall be obligated to take care of this property as if it were its owner and safeguard the interests of the Greek State with regard to such property against the claims of any third parties.

Article 28.

Responsibility of the Greek State for the Existence of Rights on the Areas Conceded

The Greek State declares hereby that no other valid rights or claims exist referring to the exploration and development of hydrocarbons within the original exploration area as defined in said Article 1. Should any such claims be brought forward, the Greek State shall be obligated to safeguard the rights granted to the Corporation under this Agreement and to protect the interests of the Corporation against any such claims. If, however, a third party would successfully assert a right against the Corporation or if such right would be recognized definitely and finally by decision of a Greek Court or otherwise, the Corporation shall have the right to terminate this Agreement liberating itself from all and any of the obligations assumed under this Agreement and the Greek State shall have to reimburse to the Corporation all the amounts spent by the Corporation under this Agreement up to the date of said termination.

Article 29.

Marketing and Refining

Marketing

1. By virtue of the present Agreement and without any other formality the Corporation is by right acquiring the right to sell and distribute petroleum products in Greece. The Corporation shall offtake all basic petroleum products from the Greek State Refinery or other refineries existing in Greece out of the products manufactured by them. The Corporation shall, however, have the right to import on equal terms with o-

ther marketers and, to the extent of its marketing requirements in Greece, aviation gasoline and turbine fuel and specialty products, which are not manufactured by the Greek State Refinery.

2. For the purpose of the foregoing the Greek State will grant without undue delay to the Corporation perhaps and licenses of whatsoever kind which may be required for establishing and carrying on a business for the distribution of petroleum products in Greece both for internal consumption and for the supply to international aircraft and ship's bunkers under terms and conditions no less favorable than those granted to any other company marketing petroleum products in Greece including, but not limited to permits and licenses for the acquisition, construction or leasing and operation of:

a) necessary terminal storage facilities to receive products by pipeline from the Greek State Refinery and other refineries existing in Greece, and to receive from abroad the above mentioned aviation gasoline and turbine fuel and specialty products by ocean tanker;

b) interior bulk storage plants and warehouses;

c) facilities for storing, handling and delivering aviation fuels at all commercial airports in Greece;

d) bunker facilities for selling and delivering fuel and lubricants to vessels engaged in international maritime trade; provided similar licenses or permits have been granted to marketers of petroleum products in Greece.

3. As regards outlets for the distribution of fuel :

a) The Corporation shall have the right, on the basis of free negotiations, to enter into contractual arrangements with the possessors of licenses for outlets for the distribution of fuel (hereinafter in this item called «licenses») for the distribution through them of its products throughout Greece, in accordance with the legislation in force, and that new licenses in areas where there are no limitations as to the number of licenses, be issued in accordance with generally accepted regulations to persons willing to enter into contractual arrangements with the Corporation for the distribution of its products. The contractual arrangements under this sub - item a) and under the following sub - item b) shall become effective after the Corporation constructs and completes or leases storage facilities adequate to its needs and in accordance with the regulations from time to time in force, generally applicable to all marketers of petroleum products in Greece.

b) In view of the fact that the Corporation establishes itself for the first time in Greece and since it is possible that in certain areas the number of «licenses» could be restricted and difficulties encountered impossible for the Corporation to overcome in its attempts to enter into contractual arrangements under normal commercial conditions, to obtain a number of licenses as would make it possible for the Corporation to exercise its activity, therefore it is hereby agreed that the Greek State undertakes the obligation to grant, should this be required during a period of five years from the completion by the Corporation of the first deep exploration well, as defined in Article 4, item 8) of this Agreement, to persons adequate in its opinion and acceptable to the Corporation a hereinafter defined number of «licenses» under the condition that such «licenses» shall be used for the exclusive distribution of products under the brand names and trade marks of the Corporation or any other associated or affiliated company. The number of licenses that will be granted

in this manner annually at the beginning of each year subsequent to the completion of the first deep exploration well will be equal to 1 per cent of all the «licenses» existing in each of the restricted areas, so that at the end of the above mentioned five years period their total number shall not exceed five per cent of all the «licenses» in force in each of these areas. Should there be a fraction greater than one half of the unit required for the granting of a «license», such fraction shall be deemed to be equal to a complete unit. If the total number of the licenses in each of such areas, who have entered into contractual arrangements with the Corporation reaches 10 per cent of all the «licenses» in force in each of these areas (including therein, for the determination of this percentage, also the «licenses» granted in accordance with this sub - item b). The Greek State shall be relieved from any further obligation to grant «licenses» in accordance with this sub - item b) as soon as such percentage (10 %) shall have been reached. It is also agreed that the provisions of this sub-item b) are subject to the sine qua non condition that for the issuance each time of the «licenses» as provided for in this sub - item b) the Corporation must necessarily have completed one deep exploration well, as defined in Article 4, item 8), it being further agreed that any deep exploration wells drilled during any one year in excess of one, shall be credited, for the purposes of this sub - item b) to the following year or years.

It is further understood that also after the provisions of this sub - item b) have been complied with by the Greek State, the Corporation shall continue to conduct its distribution operations in any part of Greece under the same terms and conditions as any other marketer of petroleum products in Greece. None of the above provisions with respect to marketing shall affect in any way the licenses or operations of Texaco Greek Petroleum Co., S.A., or any other subsidiary of Texaco Inc. or the right of said company or other subsidiary of Texaco Inc. to seek licenses to do business or to conduct its operations. All rights granted to the Corporation hereunder shall continue to be effective even if the Corporation shall assign any rights hereunder to Texaco Greek Petroleum Co., S. A. or another subsidiary of Texaco Inc. The rights of the Corporation under this Agreement, including the right to licenses, shall not be limited by any rights or licenses enjoyed or held by Texaco Greek Petroleum Co., S. A., or any other subsidiary of Texaco Inc.

Refining

4. a) If at any time during the validity of this Agreement the production of indigenous crude oil by the Corporation reaches a level in excess of the amounts which the Corporation has the obligation to supply under item 3, Article 12 of this Agreement, it shall also have the right to construct and operate a refinery to refine therein the crude oil which it has the right to export and to export the petroleum products obtained from this crude.

b) If at any time during the validity of this Agreement the existing domestic refineries which are supplying products for domestic market consumption are not supplying the total product requirements of the domestic market out of their own refinery capacity, the Greek State shall, provided sufficient indigenous crude therefor can be supplied by the Corporation, in excess of its obligations under Article 12, item 3, give the Corporation a priority right over all other domestic refineries to meet any such excess domestic market requirements either (1) out of the production of any refinery which the Corporation may previously have cons-

tructed for the export of products pursuant to paragraph (a) of this item 4, or (2), if no such refinery has been constructed, out of the production of a new refinery which the Greek State shall permit the Corporation to construct both for the purpose of supplying such domestic product requirements and for the purpose of exporting any refinery production in excess of such domestic product requirements.

c) It is, however, understood that the Corporation's rights as set forth in this Article 29, item 4 b), shall only arise (1) if the Corporation shall be the first discoverer and producer of crude oil in Greece, or (2) if the Corporation discovers and produces crude oil in Greece, but is not the first to do so, and if those who have done so relinquish or waive any rights they might have to construct a refinery.

d) In the event the Corporation has the right to construct or utilize a refinery under the provisions of item 4 b) above, the Greek State undertakes to permit such construction or utilization under terms and conditions which shall be mutually agreed upon at the time the right arises, provided, however, that such terms and conditions shall not be less favorable to the Corporation than those accorded to other refineries in Greece with the exception of the Greek State Refinery.

e) The Corporation shall have the right, after it commences furnishing products for domestic consumption from a refinery constructed or an existing refinery utilized under the provisions of item 4 b) above, to give first priority to the capacity requirements of such refinery out of its indigenous crude production (1) so long as the products from such refinery are made available to supply the domestic product requirements to the Greek State, and 2) provided that the Corporation continues to carry out to the extent of its ability any obligation it may have under item 3 of Article 12 after giving such priority to the requirements of its own refinery.

f) Nothing in Article 29, item 4 b) or any other provision of this Agreement shall be construed to place any limitation upon the right of the Corporation or its parent companies or any of their affiliated companies to apply for the right to establish or participate in the establishment of a refinery in Greece at any time.

g) Throughout the present Agreement the term «Greek State Refinery» shall mean the refinery existing at present and owned by the Greek State, even if assigned in the future to a third party.

5. All rights of the Corporation under this Article shall be exercised either by the Corporation itself or by a related or affiliated company or companies, as defined in Article 23 of this Agreement.

Article 30.

Guarantee

1. The Corporation is obliged to deliver to the Greek State (Directorate of Mines of the Ministry of Industry) within fifteen days from the signature of this Agreement a letter of guarantee of a recognized Bank in Greece for an amount of U.S. dollars 300,000. This letter of guarantee shall cover the good performance of the present Agreement and all the obligations of the Corporation and all its outstanding financial obligations towards the Greek State for a period of seven years from the effective date of the Agreement and the Corporation, without any notice, shall be obligated to renew at least every five years said Guarantee during the entire period of the validity of agreement and until it shall expire or be terminated. Unless a new letter of guaran-

tee for the same amount is furnished the Greek State by a recognized bank in Greece at least two months prior to expiration of the valid letter of guarantee this Agreement will expire at the date of expiration of the valid letter of guarantee. The above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable.

In case for any reason whatsoever the original amount of the above guarantee becomes less than U.S. dollars 300,000, the Corporation shall have to re-instate the guarantee in its original amount at the latest within three months from the date on which it becomes less than U.S. dollars 300,000, under the penalty stipulated in sub - item d) item 3), Article 21. Such guarantee will remain in force under the above mentioned conditions even in case that a transfer takes place in accordance with Article 23, item 1), sub-items a) and b), of this Agreement.

2. The non - timely delivery of the initial letter of guarantee foreseen in item 1) of this Article renders the present Agreement null and void which will be considered as not having been executed

Article 31.

Exemption of Stamp Duties

The present Agreement, and transfers in accordance with Article 23 of this Agreement, are exempt by virtue of Article 27 of Law 3948/1959, from stamp duties and contributions, fees and remaining charges of whatever nature in favor of the Greek State and of any third party.

Article 32.

Effective date of Agreement

1. The present Agreement is subject to the timely deposition of the guarantee referred to in Article 30 and its ratification by the legislative authority, after which and following the effective date of the Law ratifying it, its effect and consequences commence.

2. If this Agreement is ratified with modifications the Corporation shall not be bound by it and shall have the right to completely withdraw from this Agreement. However, the Corporation is obligated to declare its non-acceptance of such modifications in writing within thirty days from the publication of the Law ratifying this Agreement, with modifications in the Government Gazette. In case such non-acceptance is not submitted in time the Corporation is considered as having accepted such modifications.

3. In case of modification by the legislative authority of the provisions of this Agreement and in case the thirty days time limit of the preceding item of this Article has lapsed without action by the Corporation, the effect of this Agreement commences after the expiration of the above thirty day time limit.

Article 33

Communications

1. Any communication of the Greek State to the Corporation and vice versa on the basis of the present Agreement shall only be valid if it is given against receipt or sent through registered letter against receipt and is addressed to :

a) for communications of the Corporation to the Greek State to :

Ministry of Industry
General Directorate of Mines
Athens, Greece

b) for communications of the Greek State to Texaco Overseas Petroleum Company :

Mr John Hadjis

Othonos 4
Athens 118, Greece

who is appointed Process Agent (Anticlitos) of the Corporation in Greece.

In case of revocation of the afore-mentioned agents, the Corporation must notify such revocation and the full name and address of the new agent for the service of notices, who must be a resident of Athens ; until such time notices are validly served on the above-mentioned agents.

Article 34.

Letter of Technical and financial Assistance

Texaco Overseas Petroleum Company declares that its sole shareholder, Texaco Inc., through the initiative of which it has been organized, has taken full cognizance of the terms of the present Agreement.

By means of a separate letter addressed to the Greek State in accordance with the draft of this letter prepared by the Greek State and the Corporation and initialled today by them, Texaco Inc in accordance with detailed statements included in such letter, undertakes the obligation, provided the present Agreement is ratified by Law, to give, for the duration of the present Agreement, Texaco Overseas Petroleum Company, or, in case of transfer, to the transferee mentioned in Article 23, item 1), sub-items a) and b) of this Agreement all necessary technical and financial assistance for the fulfillment of the purposes of the present Agreement and the keeping of its obligations deriving therefrom towards the Greek State as stated more specifically in the above draft of letter :

The party to this Agreement, Texaco Overseas Petroleum Company, undertakes the obligation to deliver this letter to the Greek State (Ministry of Industry, General Directorate of Mines) within fifteen days from the date of signature of the present Agreement. In case such limit is not observed, the present Agreement shall be null and void and shall be considered as not having been executed.

Article 35.

Protection of Investment under Legislative decree 2687/1953

The Greek State shall grant to the Corporation, in any case before the beginning of the work provided for in Article 4 of this Agreement, the protection provided for by virtue of Legislative Decree 2687/1953 re: protection and investment of foreign capital, for the capital of any nature and form that will be imported from abroad, necessary or useful for the implementation of the objectives of this Agreement, in accordance with the procedure foreseen in same.

Article 36.

Cash payments to the Greek State

Any claim for cash payments of the Greek State against the Corporation in accordance with the provisions of the present Agreement, as long as there is no provision to the contrary in the present Agreement, is payable within one month from the notice relating thereto from the Greek State to the Corporation. Possible recourse

of the Corporation to arbitration within the above month in accordance with the provisions of Article 26 of the present Agreement suspends the obligation to make the payment during the entire duration of the arbitration procedure and during one month from the notification to the Corporation of the final award relating thereto.

Article 37.

Good execution of Agreement

1. The relationship between the two parties shall be such as to foster and maintain a harmonious spirit of cooperation at all times during the term of this Agreement.

The parties expressly agree that the provisions of this Agreement shall govern the rights and obligations of the parties in carrying through the exploration and exploitation of hydrocarbon deposits in the area of the Gulf of Thermaikos and that this Agreement embodies the entire understanding of the parties hereto and that there are no further agreements or understandings written or oral, other than the conditions of this Agreement and annexes thereto.

2. The parties hereto further agree that no provisions of this Agreement shall be amended, supplemented or replaced except by mutual agreement between the parties confirmed in writing and signed by the lawful representatives of the contracting parties.

Valid Texts

The present Agreement has been executed in the Greek and English languages and both texts shall be deemed to have equal force.

In witness whereof the Greek State and the Corporation have signed this Agreement, typed on one side only of sheets and affixed their respective seals thereto.

Athens 29th May 1968

For the Greek State The Minister of Industry	For the Corporation Texaco Overseas Petroleum Company
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SCHEDULE B

Costs, Expenses and Charges

1. The items of costs, expenses and charges referred to in item 7) of Article 10 of the Agreement to which this is attached are as follows :

a) the cost of goods purchased or services rendered ;

b) administrative, overhead and establishment expenses, including contributions, patent costs, licensing fees, and research charges ;

c) an allowance for amortization of physical assets (e.g. purchase of drill) of 20 per cent per annum and allowance for amortization of 33 1/3 per cent per annum of expenditures that do not result in the acquisition or creation of physical assets (e.g. expenditures for the drilling of wells, expenditures for geophysical research). Amortization for buildings in big towns is limited to a percentage of 5 per cent per annum and that for pipelines for the transportation of hydrocarbons to 10 per cent per annum. Any more favorable amortization percentages or other taxation incentives in force, or to be imposed or granted in the future, will not be applicable in this case, except if these apply to similar enterprises ;

d) allowance for expenses on sale of hydrocarbons, including brokerage and selling services expenses ;

e) losses from damage to or destruction or loss of property used, produced, manufactured, or sold, and not

compensated for by insurance or otherwise, including losses arising from bad debts, claims for damages and differences in rates of exchange in converting currencies;

f) Interest on indebtedness to be limited to two-thirds (2/3) of all interest paid on all amounts of loans and other financing by the parent company or affiliated companies and/or any third parties, with interest rates to be reasonable and in conformity with normal international monetary standard conditions.

g) Remuneration and rewards for services by others, whether

(1) accrued or paid directly to them, or

(2) accrued or paid to others for their benefit through insurance, pension or other plans ;

h) the remaining unrecovered costs of property disposed of by sale, surrender, abandonment or otherwise, including the unrecovered costs of drilling wells non-productive of hydrocarbons in commercial quantities ;

i) rents or other payments to others for or in connection with the use of any property belonging to others, such as land, building, machinery, equipment etc. (or in connection with their use) amortizations as foreseen by item 4), of the present Schedule B.

j) net losses from operations, as permitted by item 6) of Article 10 of the Agreement ;

k) the Stremmatikos payment provided for in Article 8 of this Agreement, during those periods prior to the first period in which net income is realized by the concessionaire ;

l) Exploration expenses and intangible drilling expenses, (as defined in item 3) of this Schedule) that are elected to be deducted currently, as permitted by item 2) of this Schedule ;

m) all other ordinary and necessary business expenses that may be permitted by the Laws of the Greek State prevailing from time to time in connection with the taxation of the net profits of limited stock corporations.

2. Exploration expenses and intangible drilling expenses, both of which terms are defined in item 3) of this Schedule, that are incurred after the Corporation has

obtained its first development concession, may be deducted in the business period during which they are incurred, or they may be capitalized and amortized as provided in item 4) of this Schedule. The election to deduct or to capitalize may be made annually by the Corporation for each business period during which they have been incurred.

3. For the purpose of this Schedule B only the term «exploration expenses» shall mean all expenditures for discovering a deposit of hydrocarbons and for determining its size or expenditures related thereto. The term shall not include expenditures for materials used in buildings at well sites, or installations or buildings at well sites, or drilling equipment, gathering and production lines, casings, tankage, motors, boilers, machinery and the like. On the contrary, the term shall include expenditures incurred for preliminary investigations and surveys, whether ground, aerial or marine, all expenditures, for geological and geophysical work, and all other expenditures incurred in determining the location and extent of a deposit of hydrocarbons.

The term «intangible drilling expenses» shall mean all expenditures for labor, fuel, repairs, maintenance, handling, supplies and materials which are for or incidental to drilling, cleaning, deepening or completing wells or preparation therefor. The term shall not include such expenditures for materials used in buildings at well sites or other installations, or drilling equipment, gathering and production lines, casing, tankage, motors, boilers, machinery and the like. On the contrary, the term shall include such expenditures for drilling, dynamiting and cleaning of wells, clearing, draining and leveling of land, road building, measurements or surveys preparatory to drilling, and erection of rigs and tankage, construction of pipelines and other installations required in the preparation or drilling of wells producing hydrocarbons.

4. Should the Corporation elect to capitalize any exploration expenses or intangible drilling expenses pursuant to the provisions of item 2) of this Schedule, the expenses selected to be capitalized shall be amortized by the Corporation over a period of not less than three business periods beginning with the business period in which such expenses are incurred.

K. KYPRAIOS

R. N. HARDING

Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Από 1 Ιανουαρίου 1966 ήτησία συνδρομή της Εφημερίδος της Κυβερνήσεως, ή τιμή τῶν τμηματικῶν πωλουμένων φύλλων αὐτῆς και τὰ τέλη δημοσιεύσεως ἐν τῇ Εφημερίδι της Κυβερνήσεως, καθωρίσθησαν ὡς κάτωθι:

A.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διὸς τὸ Τεῦχος Α'	Δραχ.	400
2. » » Β'	»	350
3. » » Γ'	»	300
4. » » Δ'	»	500
5. » » Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	»	300
6. » » Παράρτημα	»	200
7. » » Δελτίον Ανωνύμων Έταιρειῶν κ.λ.π.	»	750
8. » » Δελτίον Εμπορικῆς καὶ Βιομηχανικῆς Ιδιοκτησίας	»	200
9. Δι' ἀπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	»	2.500

Οι Δῆμοι καὶ οἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἡμισυ τῶν ἀνωτέρω συνδρομῶν.

Υπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ τοῦ Εθνικού Τυπογραφείου (ΤΑΠΕΤ) διαλογούν τὰ ἔτης ποσά:

1. Διὸς τὸ Τεῦχος Α'	Δραχ.	20.—
2. » » Β'	»	17,50
3. » » Γ'	»	15.—
4. » » Δ'	»	25.—
5. » » Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	»	15.—
6. » » Παράρτημα	»	10.—
7. » » Δελτίον Ανωνύμων Έταιρειῶν	»	37,50
8. » » Δελτίον Εμπ. καὶ Βιομ. Ιδιοκτησίας	»	10.—
9. » » Δι' ἀπαντα τὰ τεύχη	»	125.—

B.' ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκαστον φύλλον, μέχρις 8 σελίδων, τιμάται δραχ. 2, ἀπὸ 9 σελίδων καὶ ἀνω, ἔκτος εἰδικῶν περιπτώσεων, δραχ. 5.

C.' ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον Ανωνύμων Έταιρειῶν καὶ Εταιρειῶν Περιωρισμένης Εὐθύνης:

A.' Δημοσιεύματα Ανωνύμων Έταιρειῶν

1. Τῶν δικαστικῶν πράξεων	Δραχ.	200
2. Τῶν καταστατικῶν Ανωνύμων Έταιρειῶν	»	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν Ανωνύμων Έταιρειῶν	»	1.000
4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰ συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ ξρθρὸν 32 τοῦ Ν. 3221/24 γνωστοποιήσεων.	»	500
5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διάλυσιν Ανωνύμων Έταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	»	100
6. Τῶν ισολογισμῶν τῶν Ανωνύμων Έταιρειῶν.	»	2.000
7. Τῶν συνοπτικῶν μηνισίων καταστάσεων τῶν Τραπεζικῶν Έταιρειῶν.	»	500
8. Τῶν διποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν Ασφαλιστικῶν Έταιρειῶν.	»	300
9. Τῶν υπουργικῶν διποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργαστῶν Ασφαλιστικῶν Έταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων.	»	2.000
10. Τῶν περὶ παροχῆς πληρεξουσότητος πρὸς ἀντιπροσώπους ἐν Ἑλλάδι διλοδοτῶν Έταιρειῶν.	»	1.000
11. Τῶν διποφάσεων περὶ συγχωνεύσεως Ανωνύμων Έταιρειῶν.	»	5.000

12. Τῶν διποφάσεων τῆς Επιπροτῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰ διατάξεις τοῦ διάρθρου 2 παρ. 3 Α.Ν. 148/67.

Δραχ. 500

13. Τῶν διποφάσεων τῆς Επιπροτῆς κεφαλαιογόρδης περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰ διατάξεις τοῦ διάρθρου 2 παρ. 4 Α.Ν. 148/67.

» 500

B.' Δημοσιεύματα Εταιρειῶν Περιωρισμένης Εὐθύνης

1. Τῶν καταστατικῶν	Δραχ.	500
2. Τῶν τροποποιήσεων τῶν καταστατικῶν	»	200
3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων	»	100
4. Τῶν ισολογισμῶν	»	500
5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων	»	500

II. Εἰς τὸ Δ' Τεῦχος καὶ Παράρτημα

1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων	»	200
2. Τῶν ἀδείων παλήσεως Ιαματικῶν ὑδάτων	»	500

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Εθνικού Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ανωνύμων Έταιρειῶν καὶ Έταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὁρίσθη εἰς 5%.

D'. ΚΑΤΑΒΟΛΗ ΣΥΝΔΡΟΜΩΝ - ΤΕΛΩΝ ΔΗΜΟΣΙΕΥΣΕΩΝ ΚΑΙ ΠΟΣΟΣΤΩΝ Τ.Α.Π.Ε.Τ.

1. Αἱ συνδρομαι τοῦ ἐστωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβόλλονται εἰς τὰ Δημόσια Ταμεῖα ἔναντι διποδεκτικοῦ εἰσπράξεως, διπερ, μεριμνη τοῦ ἐνδιαφερούμενου, διποστέλλεται εἰς τὴν Υπηρεσίαν τοῦ Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαι τοῦ ἐξωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἀνάλογου συνάλλαγμα δι' ἐπιπταγῆς ἐπ' δινόματι τοῦ Διευθυντοῦ τοῦ Εθνικοῦ Τυπογραφείου.

3. Η καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, διπερ διδοται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δριζόμενα διὰ τῶν ὑπ' ἄριθμ. 192378/3639 τοῦ ἔτους 1947 (ΡΟΝΕΟ 185) καὶ 178048/5321/31.7.65 (ΡΟΝΕΟ 139) ἄγκυλοιν διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. Επὶ συνδρομῶν ἐξωτερικοῦ ἀποστέλλομένων δι' ἐπιπταγῶν, συναποστέλλεται διὰ τῶν ἐπιπταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΔΙΕΥΘΥΝΤΗΣ

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ