

# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗ<sup>η</sup> 17 ΜΑΡΤΙΟΥ 1970

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
**63**

### ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 461

Περὶ κυρώσεως τῆς ἀπὸ 19 Δεκεμβρίου 1969 ουμβάσεως μεταξὺ ἀφ' ἐνδὸς τοῦ 'Ελληνικοῦ Δημοσίου καὶ ἀφ' ἔτεον τῆς ἐν HOUSTON TEXAS τῶν Η.Π.Α. ADA OIL EXPLORATION CORPORATION, περὶ παραχωρήσεως εἰς τὴν ἵταιρειαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν Λήμνου.

### ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ 'Ημετέρου 'Υπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν:

#### "Αρθρον 1.

Κυροῦται καὶ ἔχει πλήρη ἴσχυν Νόμου ἡ μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς ἐν HOUSTON TEXAS τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐδρευούσης 'Εταιρείας ὑπὸ τὴν ἐπωνυμίαν ADA OIL EXPLORATION CORPORATION ὑπογραφεῖσα ἐν 'Αθήναις τῇ 19ῃ Δεκεμβρίου 1969 σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὧς ἄνω 'Εταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν Λήμνου, ὡς αὐτῇ λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἄρθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτῃ σχεδιαγράμματι ὡς πίναξ Α', ἐξ ἄρθρων 37 καὶ ἐτέρου πίνακος ὑπὸ τὸν τίτλον «Πίναξ Β' Κόστος — "Εξοδα — Βάρη», ἡς τὸ κείμενον ἐν τῇ 'Ελληνικῇ καὶ τῇ 'Αγγλικῇ γλώσσῃ, παρατίθεται.

#### "Αρθρον 2.

Ἡ ἴσχυς τοῦ παρόντος ἀρχεται ἀπὸ τῆς δημοσιεύσεως του εἰς τὴν 'Εφημερίδα τῆς Κυβερνήσεως.

'Ἐν 'Αθήναις τῇ 25 Φεβρουαρίου 1970

'Ἐν 'Ονδραί τοῦ Βασιλέως  
Ο ΑΝΤΙΒΑΣΙΛΕΥΣ

### ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ  
Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

### Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'  
ΣΤΥΑ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'  
ΔΗΜ. ΠΑΤΙΑΝΗΣ

#### ΤΑ ΜΕΛΗ

ΝΙΚ. ΜΑΚΑΡΕΖΟΣ, ΗΛ. Γ. ΚΤΡΙΑΚΟΠΟΤΛΟΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΤΛΟΣ, ΔΟΤΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΑΓΑΘΟΓΕΛΟΤ, ΕΜΜΑΝ. ΦΘΕΝΑΚΗΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΙΩΑΝ. ΠΑΠΑΒΛΑΧΟΠΟΤΛΟΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΕΠΑΜ. ΤΣΕΛΛΟΣ, ΑΠΟΣΤ. ΒΟΓΙΑΤΖΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

'Ἐνθεωρήθη καὶ ἐιέδη ἡ μεγάλη τοῦ Κράτους οφραγίς.

'Ἐν 'Αθήναις τῇ 27 Φεβρουαρίου 1970

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ  
ΝΑΙΑΣ Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

### ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος 'Αναζητήσεως καὶ 'Εκμεταλλεύσεως 'Υδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν Λήμνου.

### ΠΡΟΟΙΜΙΟΝ

Δεδομένου ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξὺ ἐκπροσώπων τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς ADA OIL EXPLORATION CORPORATION σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ 'Ελληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δεδομένου ὅτι παρὰ τῆς ADA OIL EXPLORATION CORPORATION διὰ τοῦ E. J. ATHENS εἰδικοῦ πληρεξουσίου ἐνεργοῦντος κατ' ἐντολὴν καὶ διὰ λογαριασμὸν τῆς ὑπελθήσης εἰς τὸ 'Υπουργείον Βιομηχανίας ἡ ἀπὸ 9 Αὐγούστου 1969 ἔγγραφος πρότασις, ὡς αὐτῇ ἐτροποποιήθη διὰ τῆς ἀπὸ 20 Αὐγούστου 1969 τροποποιητικῆς προτάσεως ὑποθληθείσης εἰς τὸν 'Υπουργὸν Βιομηχανίας παρὰ τῆς ADA OIL EXPLORATION CORPORATION, δι' ὧν ἐτέμησαν οἱ βασικοὶ δροὶ σχεδιαζομένης συμβάσεως βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948)59 (περὶ ἀναζητήσεως ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων κλπ.).

Δεδομένου ὅτι συνεφωνήθη, ὅτι τοιαύτη ἀπ' εὐδείας σύμβασις, κυρωθησόμενη διὰ Νόμου, θὰ κατηρτίζετο μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς ADA OIL EXPLORATION CORPORATION 'Εταιρείας συσταθείσης κατὰ τοὺς Νόμους τῆς Πολιτείας DELAWARE τῶν 'Ηνωμένων Πολιτειῶν τῆς Αμερικῆς καὶ ἐδρευούσης εἰς HOUSTON TEXAS 'Ηνωμένων Πολιτειῶν τῆς Αμερικῆς.

### Διὰ ταῦτα

#### Μεταξύ:

1. Τοῦ Βασιλείου τῆς 'Ελλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς «τὸ 'Ελληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ 'Υπουργοῦ Βιομηχανίας Κωνσταντίνου Κυπραίου καὶ

2. τῆς ADA OIL EXPLORATION CORPORATION, ἀποκαλουμένης ἐν τοῖς ἐφεξῆς «ἡ 'Εταιρεία», ἡ «ἡ Μισθωτρια», ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου τῆς E. J. ATHENS, ἐνεργοῦντος βάσει εἰδικοῦ πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς 'Εταιρείας ὑπὸ ήμερομηνίαν 17 Ιουλίου 1969, ὡς ἐπισυναπτομένου ἐν πρωτοτύψῳ καὶ ἐπισήμῳ μεταφράσει.

Κατηρτίσθη ἡ παροῦσα σύμβασις μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μετάλλεων. ὑπὸ τοὺς κατωτέρω δρους καὶ συμφωνίας:

#### "Αρθρον 1.

'Αρχικαὶ 'Ερευνητικαὶ Περιοχαί.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ 'Ελληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν 'Εταιρείαν:

Τὴν θαλασσίαν περιοχὴν πέριξ τῆς νήσου Λήμνου, καθορίζομένην πρὸς τὴν ἀνατολικὴν πλευράν, ὑπὸ τῶν Ἑλληγο—τουρκικῶν συνόρων καὶ περιλαμβάνουσαν συγοικικὴν ἔκτασιν περίπου 4.000 τετραγωνικῶν χιλιομέτρων, σημειουμένην δι' ἐρυθροῦ χρώματος εἰς τὸν Χάρτην τοῦ Βρετανικοῦ Ναυαρχείου Νο 1659 ἀποκαλούμενον ἐν τῷ παρόντι Σχέδιον Α, διτις ἐπισυναπτόμενος εἰς τὴν παρούσαν συμφωνίαν ἀποτελεῖ ἀναπόσπαστον μέρος αὐτῆς.

Ἡ κλίμαξ τοῦ χάρτου εἶναι 1:150.000 (εἰς πλάτος 38°N).

Ἡ παραχωρουμένη ἀκριβὴς περιοχὴ εἶναι ἡ καθορίζομένη ὑπὸ τῶν σημείων καὶ συντεταγμένων συμφωνῶν πρὸς τὸ GREENWICH MERIDIAN ἐμφαινομένων εἰς τὸν κατωτέρῳ πίνακα.

#### Γεωγραφικὸν πλάτος

A	40° 09' 10''
B	39° 54' 24''
C	39° 34' 18''
D	39° 24' 00''
E	39° 24' 00''
F	40° 00' 00''

#### Γεωγραφικὸν μῆκος

	25° 30' 20''
	25° 40' 00''
	25° 40' 00''
	25° 07' 42''
	24° 49' 54''
	24° 55' 00''

#### Ἄρθρον 2.

Δικαίωμα Ἀνανεώσεως καὶ Περιορισμοῦ τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. Ἡ ὡς ἀνωτέρω πρὸς ἐρευναν ἔκτασις δίδεται εἰς τὴν Ἐταιρείαν διὰ περίοδον 2 ἑτῶν ἀπὸ τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως.

2. "Ἐνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ δευτέρου ἔτους ἡ Ἐταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸν χώρους, οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ δευτέρου ἔτους. Οἱ ἐπιστρέφομενοι οὗτω χῶροι θὰ ἔχουν ἔκτασιν ἴσην πρὸς τὰ 25 o) τούλαχιστον τοῦ ἀρχικοῦ πρὸς

3. 'Ἐφ' ὅσον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν διετίαν ὡς ἐν ἀρδρῷ 3 καὶ 4 τῆς παρούσης συμβάσεως ὅροῖςται καὶ προέβη εἰς τὰς ὑπὸ τοιχείον 2 ἀνωτέρω ὑποχρεώσεις τῆς ἐπιστροφῆς ὃ εἰς τὴν Ἐταιρείαν παραμένων χῶρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαίωμα δι' ἑτέρων περίοδον 2 ἑτῶν (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 2ου μέχρι τῆς λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἴσχυος τῆς παρούσης συμβάσεως).

4. "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ τετάρτου ἔτους ἀπὸ τῆς ἴσχυος τῆς συμβάσεως (τέλος πρώτης περιόδου ἀνανεώσεως) ἡ Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς ἀς ἀπεφάσισε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τετάρτου ἔτους.

Αἱ περιοχαὶ αἵτινες θὰ ἐπιστρέψονται ως ἄνω θὰ ἀποτελοῦν τὰ 25 o) τούλαχιστον τῆς ἀρχικῆς περιοχῆς.

5. 'Ἐφ' ὅσον ἡ Ἐταιρεία ἔξεπλήρωσε τὰς εἰς ποσὸν ἐπενδύσεως καὶ ἐργασιῶν ὑποχρεώσεις τῆς κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (2ον μέχρι λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἐνάρξεως ἴσχυος τῆς παρούσης συμβάσεως), ως καθορίζονται αὗται ἐν ἀρδρῷ 3 καὶ 4 τῆς παρούσης καὶ ἐφ' ὅσον ἐπραγματοποίησε τὰς ἐπιστροφὰς χῶρων ως καθορίζονται αὗται ὑπὸ τοιχείον 4, οἱ ὑπολειπόμενοι εἰς χειρας τῆς Ἐταιρείας χῶροι θὰ παραχωρῶνται παρ' αὐτῆς αὐτοδικαίως δι' ἑτέρων περίοδον ἐνὸς ἔτους (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 4ου μέχρι λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἴσχυος τῆς παρούσης συμβάσεως).

6. 'Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἔξασφαλίουσας εἰς τὴν Ἐταιρείαν οἰκονομικῶν συμφέρουσαν, κατὰ τὴν γνώμην της, ἐκμετάλλευσιν καὶ δὲν ὑπελθήσῃ, ως ἐν τούτῳ παρὰ τῆς Ἐταιρείας αἵτησις παραχωρητηρίου, συμφωνῶν τῷ ἀρδρῷ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους, πᾶς χῶρος κατεχόμενος παρὰ τῆς Ἐταιρείας κατὰ τὸν χρόνον ἐκείνον ἔσαι τῆς παρούσης συμβάσεως θὰ ἐπιστρέψεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παρούσα συμφωνία θὰ θεωρήσαι λήξασα.

7. 'Ἐὰν καθ' οἰσανδρήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε ἔτη διαρκείας τῆς παρούσης συμφωνίας ἡ Ἐταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τινα τῶν ἀρχικῶν ἐρευνητικῶν

τῆς Ἐταιρείας, τὴν δυνατότητα οἰκονομικῶν συμφέρουσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἀρδρῷ 5 παρ. 1 καὶ 2 δρίζομενα, τότε (1) ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς παρούσης συμβάσεως (τέλος τῆς δευτέρας ἀνανεώσεως περιόδου) ή Ἐταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὅποιας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους. Αἱ περιοχαὶ αἱ ὅποιαι θὰ ἐπιστραφοῦν θὰ είναι 25 o) τούλαχιστον τῆς ἀρχικῆς περιοχῆς. (2) Ἡ Ἐταιρεία θὰ δικαιοῦται μετὰ τὸ πέμπτο τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς παρούσης συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διαρκείαν ἴσχυος τῆς ως ἄνω παραχωρήσεως, πρὸς ἐκμετάλλευσιν ἀπάσας τὰς ἐρευνητές περιοχὰς ἀς ἔχει ἡ Ἐταιρεία μετὰ τὰς ὡς ἄνω (1) ἐπιλεγείσας πρὸς ἐπιστροφὴν περιοχάς. Ός ἐκ τούτου εἰς ἥν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν παραχωρήσεις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου δρους, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία θάσει τῆς παρούσης παραγρ. 7, θὰ ισοῦται πρὸς τὰ 25o) τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου μειον τῶν τυχὸν ἐπιστραφέντων πρὸ τῆς παρελεύσεως τῶν 5 ἑτῶν ἀκουσίων χώρων ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς παρούσης συμβάσεως καὶ μείον τῶν περιοχῶν διὰ τὰς ὅποιας ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. Ἡ ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2, 4 καὶ 7 ως ἄνω θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἐταιρείας, αἱ δὲ ἐπιστρεφομέναι ἐκτάσεις δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν δρον διτοις ἔτης ἐπιστρεφομένων κεχωρισμένως χώρων δὲν θὰ είναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

Ὀσάκις ἡ Ἐταιρεία ἐπιλέγει τοὺς ἐπιστρεφομένους χώρους θὰ ὑποβάλῃ συγχρόνως ἀκριβὴ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ ακίμακα 1 : 10.000 ἐμφαίνοντα τὰς ἐπιστρεφομένας καὶ παρακρατουμένας περιοχάς.

Τὰ δρία, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἀρδρου ἐπιστρεφομένων καὶ παραχωρουμένων χώρων, ως ἐπίσης καὶ τῶν παραχωρουμένων πρὸς ἐρευναν ἐκτάσεων θὰ προσδιορίζωνται διὰ συντεταγμένων ἀναφερομένων εἰς τὸν χάρτην Νο 1659 τοῦ Βρετανικοῦ Ναυαρχείου.

#### Άρθρον 3.

Ποιοχρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἔτη, ἀπὸ τῆς ἴσχυος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσά πρὸς ἐνέργειαν ἐρευνητικῶν ἐργασιῶν καὶ κατὰ τοὺς δρους τῆς παρούσης συμβάσεως καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα:

1ον ἔτος:

Δολλ. H.P.A.

Θαλασσία σεισμικὴ ἐρευνα, ἐπὶ πλέον δὲ παραχωρουμένων ἀπό τὴν γεωλογικὴν καὶ γεωφυσικὴν ἐργασίαν πρὸς διαπίστωσιν τεκτονικῶν ἀγωματιῶν 250.000.—

2ον ἔτος\*\*:

Θαλασσία σεισμικὴ ἐρευνα ἐπὶ πλέον δὲ παραχωρουμένων ἀπό τὴν γεωλογικὴν καὶ γεωφυσικὴν ἐργασίαν, πρὸς καθορισμὸν θέσεως γεωτρήσεως καὶ περαιτέρω ἐνδεχομένης γεωτρήσεως 250.000.—

\*\* Εἰς περίπτωσιν καθ' ἥν αἱ διερευνήσεις κατὰ τὸ διάστημα τοῦ δευτέρου ἔτους ημερελέτην διεργάζονται τῆς Ἐταιρείας, διτοις ἔτης παρούσης συμβάσεως, η διενέργεια γεωτρήσεως ἐρευνητικῆς εἰς ἐλάχιστον 2.650 μέτρων, αὕτη (ἡ Ἐταιρεία) θὰ ἔχῃ τὸ δικαίωμα τῆς ἐνάρξεως τῆς τοιαύτης γεωτρήσεως, καθ' οἰονδήποτε χρόνον μετὰ τὸν 13ον μῆνα ἀπὸ τῆς ὑπογραφῆς τῆς Συμβάσεως. Πάντως ἡ ὑποχρέωσις τῆς Ἐταιρείας διπλασιάς ἐρεύνης περιοχῆς κατὰ τὰς ἀνωτέρω ἐπὶ τῆς παραχωρουμένης περιοχῆς δέον νὰ ἐπιληφθῇ.

Θαν ἔτος:

Διερευνητική γεωτρήσεις ἐλαχίστου βάθμου 2.650 μέτρων μὲ γεωτρύπανον γεωτρητικῆς ικανότητος 3.300 μ.

Δολλ. Η.Π.Α.

1.300.000.—

4ον ἔτος:

Δύο διερευνητικαὶ γεωτρήσεις ἐλαχίστου βάθους 2.650 μέτρων ἑκάστης μὲ γεωτρύπανον γεωτρητικῆς ικανότητος 3.300 μ.

2.800.000.—

5ον ἔτος:

Δύο διερευνητικαὶ γεωτρήσεις ἐλαχίστου βάθους 2.650 μέτρων ἑκάστης μὲ γεωτρύπανον γεωτρητικῆς ικανότητος 3.300 μ.

2.800.000.—

Σύνολον ἐλαχίστης ἐπενδύσεως 7.200.000.—

2. Εὰν ἡ 'Εταιρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ως ἐν ἄρθρῳ 2ων παρ. 7 ἐντίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τὸν χώρους δι' ἐρευνητικὰς ἐργασίας, οὓς παραχθεῖ μετὰ τὸ πέρας τοῦ 5ου ἔτους ἀπὸ τῆς ήμερομηνίας ισχύος τῆς παρούσης Συμβάσεως.

Κατὰ τετρ. χιλ.) τρον

Δολλ. Η.Π.Α.

α) Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἔτῶν 900  
 β) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν 1.500  
 γ) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν 2.250  
 δ) Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν (ἥτοι μετὰ τὸ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς ισχύος τῆς παρούσης συμβάσεως) 3.000

3. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς 'Εταιρείας κατὰ τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης Συμβάσεως, κατὰ τὴν ἀρχικὴν διετή περίοδον καὶ τῶν ἐπομένων ἀνανεωμένων, ως ἀναφέρωνται αὗται ἐν τῷ παρόντι ἄρθρῳ παρ. 1 ἐπὶ πλέον τῶν ὑποχρεώσεών της δι' ἐπένδυσιν δι' ἑκαστὸν τῶν ἔτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπομένου ἀνανεωτικοῦ ἔτους η ἔτῶν.

Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς 'Εταιρείας κατὰ τὰς ἐρευνητικὰς τῆς ἐργασίας βάσει 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 δι' ἐπενδύσεως η τῶν ἐπομένης η τῶν ἐπομένων τριετῶν περιόδων.

β) Εὰν ἡ 'Εταιρεία δὲν ἔχῃ ἐπενδύσεις κατὰ τὸ τέλος ἐνὸς ἔτους η 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 η διὰ περιλαμβάνονται καὶ ἀπασαὶ αἱ πιστώσεις ως ὑπὸ (α) ἀνωτέρω, η 'Εταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος η τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὸ ίδιον ἔτος η περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοιχοῦ περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωρῶνται διὰ τὸ ποσὸν τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὄργανώσεως, τῶν ἔξδων διοικήσεως καὶ γενικῶν ἔξδων, ἀμοιβῶν δι' ἐπενδύσεως κατὰ τὴν ἀντιστοιχοῦντος εἰς τὸν ἔργολάθου.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς 'Εταιρείας, εἴτε ἐντὸς εἴτε καὶ ἐκτὸς τῆς Ἑλλάδος, οἰανδήποτε φύσεως, καταβληθεῖσαν η διερευνητικὴν παρὰ τῆς 'Εταιρείας κατὰ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὄργανώσεως, τῶν ἔξδων διοικήσεως καὶ γενικῶν ἔξδων, ἀμοιβῶν δι' ἐπενδύσεως κατὰ τὴν ἀντιστοιχοῦντος εἰς τὸν ἔργολάθου.

σίας ἐργολάθων καὶ τρίτων, ἀγορᾶς η μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσεις τῶν ὑπὸ τοιχίου γ' κατωτέρω ἀναφερομένων) ὑπὸ τὸν δρον ἐν τούτοις διὰ ἔκπανων δαπανῶν διοικήσεως καὶ τῶν δαπανῶν ὄργανώσεως καὶ τῶν ἔξδων διοικήσεως καὶ τῶν ἔξδων ἀναφερομένων ἐν τῷ Ἐλλάδι: γενικῶν ἔξδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10ο) τῶν ὑποχρεώσεων ἐπενδύσεως τῆς 'Εταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοιχοῦσις περιόδους.

β) Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παρ. 4 ἀδ. α' μόνον.

Δαπάναι ὄργανώσεως θὰ θεωρῶνται 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 δαπασαι αἱ δαπάναι τῶν γραφείων, τῆς 'Εταιρείας ἐν HOUSTON, TEXAS, ως καὶ δαπάναι κρεούμεναι η ἐνεργηθεῖσαι παρὰ τῆς μητρὸς τῆς 'Εταιρείας καὶ η ὑπὸ ἐλεγχομένων η συγγενών 'Εταιρείων τῆς μητρὸς 'Εταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβούλιας καὶ διαχειριστικὴν διοίθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται διὰ περιλαμβάνουν:

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

2. Τὴν ἀγορὰν ἐπίπλων καὶ ἐφοδίων τῶν γραφείων τούτων καὶ πᾶσαν δαπάνην σχετικούμενην πρὸς τὴν ἐγκατάστασιν τούτων.

3. Τὴν ἀγοράν, συντήρησιν καὶ ἔξοδα λειτουργίας ἐπιτακτικῶν αὐτοκινήτων ἐν Ἐλλάδι, πρὸς χρῆσιν τοῦ Γενικοῦ Διευθυντοῦ καὶ Διοικητικοῦ προσωπικοῦ.

4. Τὰς δαπάνας μετακινήσεως καὶ μετασταθμεύσεως τοῦ ἀλλοδαποῦ προσωπικοῦ Διευθυντοῦ συμβάσεως καὶ Διοικήσεως.

5. Τὰς δαπάνας τὰς ἀναφερομένας εἰς ταξίδια ἔξωτερησιού δι' ἐργασίας τοῦ προσωπικοῦ Διευθυντοῦ συμβάσεως καὶ Διοικήσεως.

6. Τὰς δαπάνας παραστάσεως ὀλοκλήρου τοῦ ἐν Ἐλλάδι προσωπικοῦ.

γ) 'Εὰν ἡ 'Εταιρεία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανον (RIG) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης (φρεάτων) καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ως ὅριζεται ἐν ἄρθρῳ 4 παράγραφος 5, η 'Εταιρεία θὰ δικαιοῦται νὰ πιστώῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου, διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20ο) τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἐλλάδα) ἐφ' δοσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιούντος τύπου γεωτρυπάνου, δι' ἑκαστὸν ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους, καὶ διέρχησιμον διήμητρην τὸ πρῶτον ἐν Ἐλλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) 'Εὰν ἀντιδέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάθου η διὰ γεωτρυπάνου ἐκμισθωμέντος τῆς 'Εταιρείας ὑπὸ μετ' αὐτῆς συνεργαζομένου η τρίτου, τότε ὀλόκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἔργολάθον ἀμοιβῆς η διλοκλήρον τὸ μίσθωμα θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, διάκριτος γίνονται καταβολαὶ εἰς τὸν ἔργολάθον, τοὺς συνεργαζομένους η τοὺς τρίτους τηροῦνται διαφορούμενοι.

"Αρθρον 4.

"Τυποχρεώσεις ἐργασίας — "Ερευναι.

1. 'Η 'Εταιρεία ὑποχρεοῦται νὰ ποιήσηται ἔναρξην γεωλογικῶν ἔργων στοιχειώδων γεωφυσικῶν ἐργασιῶν ἐπὶ τοῦ ἐρευνητικοῦ τῆς χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ισχύος τῆς παρούσης συμβάσεως. ἀπασ ο δ πρὸς ἔργον ἐρευνητικῶν γεωλογικῶν ἔργων θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῆ γεωλογικῶν η

καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ισχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπόν, διπλας δυνηθῆ ἡ Ἐταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἐρεύνης.

2. Μία βαθεῖα ἐρευνητικὴ γεώτρησις δ' ἀρχίσῃ ἐντὸς τῶν πρώτων 25 μηνῶν, ἀπὸ τῆς ἐνάρξεως ισχύος τῆς παρούσης συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τέλους τοῦ 2ου καὶ μέχρι τοῦ τέλους τοῦ 4ου ἔτους θὰ ἐκτελεσθῶσι τούλαχιστον ἑτεραι δύο βαθεῖαι ἐρευνητικαὶ γεωτρήσεις.

4. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ 4ου καὶ μέχρι τοῦ τέλους τοῦ 5ου ἔτους θὰ ἐκτελεσθῶσιν εἰσέτι δύο τούλαχιστον βαθεῖαι ἐρευνητικαὶ γεωτρήσεις.

5. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυγχῶσι διὰ γεωτρυπάνων δυναμένων νὰ φέρσασιν εἰς βάθος 3.300 τούλαχιστον μέτρων (ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν διὰ οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὄποιοι θὰ διατρηθῶν ἀπαιτοῦν γεωτρύπανον μεγαλύτερας ἴκανότητος).

6. Ἡ τοποθεσία τῶν ως ἄνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἐταιρείας κατὰ τὴν κρίσιν τῆς.

7. Ἐὰν συμπληρωματικῶν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἐν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους η τῶν ἐπομένων ἔτῶν.

8. Ως βαθεῖα γεώτρησις νοεῖται γεώτρησις βάθους οὐχὶ ὀλιγώτερον τῶν 2.650 μέτρων μετρουμένου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου νοούμενων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἄρδου, ως βαθέων ἐρευνητικῶν γεωτρήσεων καὶ τῶν ἀκολούθων γεωτρήσεων:

α) Οἰαδήποτε γεώτρησις καθ' ἥν ἀνεκαλύφθησαν ὑδραγονάνθρακες εἰς βάθος μικρότερον τῶν 2.650 μ. εἰς οἰονδήποτε τηγανίτας αἱ ὄποιαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἐξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν διὰ η Ἐταιρεία προέθη εἰς τὰς ἐν ἄρδρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ως ἄνω ἀνακαλύψεως.

β) Οἰαδήποτε γεώτρησις καθ' ἥν τὸ γρανιτικὸν ἡ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰονδήποτε τάδος μεταξὺ 750 καὶ 2.650 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἡ γρανιτικὸν ὑπόβαθρον συνητήθη εἰς οἰονδήποτε ἕσθιος πρὸς τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρήται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει η Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 2.650 μ., ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ως ὑπὸ (α) ἀνωτέρω προβλέπεται η μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἡ γρανιτικοῦ τούτου ὑποβάθρου εἰς οἰονδήποτε βάθος η μέχρις διου συντρέξουν αἱ κατωτέρω ὑπὸ στοιχείου (γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ηθελε προκύψει ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησις διὰ τὴν ὄποιαν τὸ Ἐλληνικὸν Δημόσιον καὶ η Ἐταιρεία συμφωνεῖ διὰ δὲν δικαιολογεῖται περαιτέρω γεώτρησις. 'Ἐφ' δοσον η συμφωνία αὕτη ηθελε προκύψει πρὸς η ἡ γεώτρησις φθάσῃ τὸ βάθος τῶν 750 μέτρων, τότε η γεώτρησις αὕτη δὲν θὰ θεωρήται βαθεῖα γεώτρησις καὶ η Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἑτέρου φρέατος εἰς βάθος 2.650 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ως ὑπὸ στοιχείου (α) ως ἄνω δρίζεται η μέχρι συναντήσεως τοῦ γρανιτικοῦ ἡ κρυσταλλικοῦ ὑποβάθρου, εἰς οἰονδήποτε βάθος τούτου, η μέχρις διου τὸ Ἐλληνικὸν Δημόσιον καὶ η Ἐταιρεία συμφωνήσουν διὰ περαιτέρω γεώτρησις δὲν δικαιολογηται εἰς τὸ φρέαρ τούτο, οἰονδήποτε τῶν τριῶν γεγονότων ηθελε προκύψει ἐνωρίτερον.

Εἰς τὰς περιπτώσεις δι' ἀς στοιχεία (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς μέτρα γεωτρήσεων τοῦ συμπληρωμα-

τικοῦ φρέατος δὲν θὰ είναι ἔλασσον τῶν 2.650 μέτρων. 'Ἐν περιπτώσεις μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένη φράσει: προϋπόθεσιν ἐντὸς τῶν καθαρισμένων χρονικῶν ὅρων, η Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον τὸ ποσὸν τῶν δολαρίων Η.Π.Α. 350, δι' ἔκαστον μέτρων, καθ' ὃ ὑπολείπεται τὸ ἀδροίσμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 2.650 μέτρων. 'Ἐπὶ τῇ καταβολῇ τοῦ ώς ποσοῦ, η ἀρχικὴ καὶ η συμπληρωματικὴ γεώτρησις ἐν τῷ συνδιφή των λαμβάνεται θὰ θεωρῶνται ως μία βαθεῖα γεώτρησις κατὰ τοὺς δρους τοῦ παρόντος ἄρδου.

9. Ἐὰν η Ἐταιρεία ἐπιθυμήῃ νὰ διαπούφη τὴν γεώτρησιν οἰουδήποτε ἐρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψη ἐν αὐτῷ ὑδρογονανθράκας καὶ νὰ ἔγκαταλείψῃ τὸ φρέαρ τούτο, η Ἐταιρεία θὰ δικαιοῦται νὰ πράξῃ τούτο κατὰ τὴν ἐλευθέρων τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως δι' ἔτερας βαθεῖας γεωτρήσεως κατὰ τὰς διατάξεις τοῦ παρόντος ἄρδου. 'Ἐὰν ἐν τούτοις τὸ Ἐλληνικὸν Δημόσιον κέκτηται τούρανος λόγους νὰ πιστεύῃ διὰ η ἀνακαλύψις ὑδρογονανθράκων θὰ ἔτο δυνατὴ εἰς πιστεύη διὰ η ἀνακαλύψις ὑδρογονανθράκων μεγαλύτερον βάθος, τὸ Ἐλληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἐταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν δρον διὰ η αἴτησις αὐτη θὰ ἔγενετο πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ διὰ περαιτέρω τὸ Ἐλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικανούμενην εἰς βάθος μεγαλύτερον τῆς ίκανότητος τοῦ γεωτρυπάνου.

'Η Ἐταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ώς ἄνω αἴτησιν τοῦ Ἐλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολούθους δρους:

α) 'Η συμπληρωματικὴ γεώτρησις θὰ γίνη διπάναις τοῦ Ἐλληνικοῦ Δημοσίου, διπερ θὰ καταβάλῃ τῇ Ἐταιρείᾳ πᾶσαν διπάνην τῆς τοιαύτης γεωτρήσεως, συμφώνως πρὸς τὰς ὑπὸ τῆς Ἐταιρείας, διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανούμενων τῶν ποσοστῶν ἀποθέσεως τῶν προβλεπομένων ἐν Πίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια, ως καὶ προσθέτως ποσοστοῦ 100). Αἱ τοιαύται πληρωμαὶ θὰ γίνωνται έάσει μηνιαίων κατατάσεων καὶ τὸ ἄργοςτερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποθέλησης, παρὰ τῆς Ἐταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

β) Τὸ Ἐλληνικὸν Δημόσιον θὰ ἀναλαμβάνῃ πάντα κίνδυνον συνδέομενον πρὸς τὴν συμπληρωματικὴν τούτην γεώτρησιν καὶ τὴν πλήρη εύδηνην διὰ πᾶσαν ζημίαν η ηθελον ὑποστῆ η Ἐταιρεία η τρίτα πρόσωπα, ως ἐκ τῆς τοιαύτης γεωτρήσεως, ἐξαιρέσει τῶν τυχὸν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς Ἐταιρείας.

γ) 'Ἐφ' δοσον η τοιαύτη συμπληρωματικὴ γεώτρησις ηθελε προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἐταιρείας, συμφώνως τῷ παρόντι ἄργος, αἱ καθυστερήσεις αὕται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὁποίων οἰαδήποτε τῶν ὑποχρεώσεων τούτων, δέον νὰ ἔκπληρησεις τῶν τυχὸν περιπτώσεων βαρείας ἀμελείας.

δ) 'Ἐν περιπτώσει, καθ' ἥν ηθελον ἀνακαλυφθῇ εἰς τὸ

ώς φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονανθράκων, εἰς ποσότητας ἐξασφαλίζουσας κατὰ τὴν ἐλευθέρων τῆς Ἐταιρείας κρίσιν οἰονδήποτε σύμφορον διὰ τὴν Ἐταιρείαν ἐκμετάλλευσιν, η Ἐταιρεία θὰ ἔχῃ τότε τὸ δικαιόωμα νὰ αἰτήσηται νὰ λάβῃ παραχωρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακαλύψιν ως ἐν ἄργος 5 τῆς παρούσης συμβάσεως ὅριζεται, τῆς Ἐταιρείας ὑποχρεούμενης ως είκος ἐν τῇ περιπτώσει τούτη νὰ πληρώσῃ τῷ Ἐλληνικῷ Δημοσίῳ τριάκοντα (30) ἡμέρας μετὰ τὴν δήλωσιν ὑπὸ τῆς Ἐταιρείας τὸ προβλεπόμενον διὰ τῶν παραγρ. 1 καὶ 2 τοῦ ἄρδου 5, ποσὸν ἐξικανούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ, τὸ ὄποιον ἐπλήρωσε τὸ Ἐλληνικὸν Δημόσιον τῇ Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν τοιαύτην γεώτρησιν (ἐντόκως πρὸς 100) ο ἔτησίως).

Τὰ οὕτω πληρωμόμενα ποσά, θὰ λαμβάνωνται ως διπάναις τῆς Ἐταιρείας διὰ τὰς ἐν ἄργος 3 προβλεπόμενας ὑποχρέσεις.

## \*Αρθρον 5.

Δικαίωμα της 'Εταιρείας δπως λαμβάνη παραχωρήσεις πρὸς ἐκμετάλλευσιν.

'Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. 'Εὰν καθ' οἰονδήποτε χρόνον, καθ' ὃν ἡ 'Εταιρεία διατηρεῖ ἑρευνητικὰ δικαιώματα βάσει τῆς παρούσης συμβάσεως ἀνευρεθῆ εἰς ἑρευνητικὸν φρέαρ ἀνοιχθὲν παρὰ ταύτης ποσότης ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς 'Εταιρείας τὴν οἰκονομικῶς σύμφορον, εἰς ἐμπορικὴν κλίμακα, ἐκμετάλλευσιν τούτων διὰ ταύτην, αὐτῇ, μετὰ τὴν ὑποδολὴν πρὸς τὸ 'Ελληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιώτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηρίζουμένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει: «ώς παραχωρητικούς» ἢ «παραχωρητικές πρὸς ἐκμετάλλευσιν», περιλαμβάνουσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς δρους τῶν παραγγ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἄρθρου 11 τοῦ Νόμου 3948) 1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποδολὴν δηλώσεως.

2. 'Απὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὰ ἐν ἄρθρῳ ἔνδεκα (11) τοῦ N. 3948) 1959 ὁρίζομενα, εἰς τὸ 'Υπουργεῖον Βιομηχανίας τῆς ἐπιλεγείσης περιοχῆς, ἡ 'Εταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπὸ αὐτῆς ἐπιλεγείσης περιοχῆς ἢ περιοχῶν.

3. 'Η μεγίστη ἐκτασίς ἐκάστης παραχωρουμένης περιοχῆς θὰ είναι βασικῶς πεντήκοντα (50) τετρ. χιλιόμετρα, οἷονδήποτε σχήματος, καθορίζομένου παρὰ τῆς 'Εταιρείας.

'Εὰν ἐν τούτοις ἡ 'Εταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ 'Ελληνικὸν Δημόσιον, διὰ τὴν πιθανὴν ἐκτασίς τοῦ παραγγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετρ. χιλιόμετρα, τότε ἡ 'Εταιρεία θὰ δικαιοῦται εἰς παραχωρητήριον ἐκτάσεως πρὸς ἐκμετάλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιόμετρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἐκατὸν τετρ. χιλιόμετρα.

4. 'Ο ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν δὲν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαιώματα ἡ 'Εταιρεία, βάσει τῆς παρούσης συμβάσεως, εἰναι ἀπειροτοτος. 'Εκαστη δὲ νέα γεωτρησίς τῆς 'Εταιρείας εἰς ἑρευνητικὸν χώρους ἀνήκοντας εἰς τὴν 'Εταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονανθράκων, θὰ παρέχῃ εἰς τὴν 'Εταιρείαν τὸ δικαιώματα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραγωρήσεως, ὑπὸ τοὺς δρους τοῦ παρόντος ἄρθρου.

5. 'Η δάρκεια ἐκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ είναι εἰκοσιοκτατής (28), ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποδολῆς δηλώσεως δι' ἐκάστην παραχωρητιν, πρὸς ἐκμετάλλευσιν.

'Εφ' ὅσον ἡ 'Εταιρεία συνεμπορφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ' ἐκάστην παραχωρήσεις ἐκμεταλλεύσεως, ἡ 28ετής αὐτῆς περίοδος θὰ παρατείνεται αὐτομάτως δι' ἕτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τὸ χουν ἐφαρμογῆς δρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν δρον ἐν τούτοις, διὰ οἰσιδήποτε τροποποιήσεις τοῦ Nόμου 3948) 1959, ἐφαρμοδόμεναι γενικῶς ἐπὶ τῆς ἐκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμόζωνται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων ὅν παρατείνεται ὡς διὰ τὴν ἰσχὺς ὑπὸ τὸν δρον δι' τροποποιήσις τοῦ N. 3948) 1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

## \*Αρθρον 6.

'Υποχρεώσεις ἐκμεταλλεύσεως καὶ παραγγῆς τῆς 'Εταιρείας.

1. 'Αμα τῇ, κατὰ τὸ προηγούμενον ἄρθρον 5 τοῦ παρόντος, ὑποδολῇ τῆς προβλεπομένης ἐν ἄρθρῳ ἔνδεκα (11) τοῦ Nόμου 3948) 1959 δηλώσεως δι' ἐπιλεγείσαν παρὰ τῇ 'Εταιρεία περιοχὴν, αὐτῇ θὰ προσῆ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως δρίων (DELINATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξὺ τῶν τοισάντην ἥτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς 'Εταιρείας καὶ κατὰ τὰ διειδνῶς τεχνικῶς πα-

ραδεδεγμένα, νὰ ἐξασφαλίσῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατὴν ἀπόδοσιν.

2. 'Η 'Εταιρεία θὰ συνεχίζῃ παραγωγικὴν ἐργασίαν κατὰ τοὺς κανόνας τῆς τέχνης ὑπὸ τὰς προϋποθέσεις τῆς παρ. 3 τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῶς κανόνας καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίζῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ 'Εταιρεία θὰ ὑποχρεωθῇ παρὰ τοῦ 'Ελληνικοῦ Δημοσίου νὰ προβῇ εἰς παραγγῆν ὑδρογονανθράκων, ἐκ τῶν ἑκάστοτε ὑφισταμένων ἐγκαταστάσεών της, εἰς ρυθμὸν διπλικόν συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια:

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τεχνικῆς.

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

γ) Δὲν είναι οἰκονομικῶς συμφέρον, ητοι δὲν ἐξασφαλίζει εἰς τὴν 'Εταιρείαν κέρδος.

4. Εἰς περίπτωσιν καθ' ἡ τὸ 'Ελληνικὸν Δημόσιον θεωρεῖ διτὶ αἱ ἐργασίαι γεωτρήσεως καὶ παραγγῆς τῆς 'Εταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς διὰ τὴν τοῖς ὑπὸ ἀριθμ. 1, 2 καὶ 3 παραγράφοις διατάξεις, τότε τὸ 'Ελληνικὸν Δημόσιον θὰ γνωστοποιήσῃ τοῦτο ἐγγράφως εἰς τὴν 'Εταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τὴν γνωστοποιήσεως τάτης.

Εἶναι αὐτονόητον διτὶ ἐὰν ἡ 'Εταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ 'Ελληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἄρθρῳ 26 ὁρίζομενα, κατὰ τὴν διάρκειαν τῆς διόπιας ἡ 'Εταιρεία δὲν θὰ ὑποχρεούται νὰ ποιήσηται ἔναρξιν συμμορφώσεως κατὰ τὰ ὡς διὰ τὴν ἀναφερόμενα.

## \*Αρθρον 7.

'Επιτρεπόμεναι ἐργασίαι παρὰ τῆς 'Εταιρείας—Περιορισμοί.

1. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικάς καὶ οἰανδήποτε ἐτέρων ἑρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἰστερήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικάς γεωλογικάς γεωτρήσεις καὶ ἑρευνητικάς γεωτρήσεις εἰς δάθος, πρὸς τὸν αὐτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν ἑρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χείρας τῆς 'Εταιρείας δάθοις τῆς παρούσης συμβάσεως καθ' οἰανδήποτε στιγμήν.

2. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ ἀναπτύσσῃ τὰ ὑπὸ αὐτῆς ἀνακαλυφθέντα ἀποδέματα ὑδρογονανθράκων, νὰ ἀνοίγῃ φρέάτα ἐκμεταλλεύσεως καὶ νὰ ἐξορύσσῃ τοὺς ἀνακαληριζόντας διόπιας.

3. 'Η 'Εταιρεία θὰ δικαιοῦται νὰ ἀποδημεύῃ τοὺς ὑπὸ αὐτῆς παραχθέντας ὑδρογονανθράκων, γὰ τοὺς ὑποτάλλης εἰς προκαταρκτικὴν ἐπεξεργασίαν (ώς π.χ. ἀποχωρισμὸς ὑδατος καὶ ίζημάτων, ἀποθείωσις, ἀποχωρισμὸς τῆς φυσικῆς θενζίνης —NATURAL GASOLINE —ἐκ τῶν φυσικῶν ἀερίων) καὶ νὰ τοὺς μεταφέρῃ.

4. 'Η 'Εταιρεία θὰ ἔχῃ τὴν κυριότητα ἐπὶ ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρὰ αὐτῆς καὶ θὰ ἔχῃ τὸ δικαιώματα τῆς ἐλευθερίας αὐτῶν διαθέσεως. εἴτε διὰ τὴν πωλήσεως τῶν εἰς τὴν ἐγχώριον ἀγοράν, εἴτε διὰ τὴν ἐξαγωγῆς τῶν, τηρουμένων ὅμως τῶν μεταβολέων.

5. Διὰ τὴν ἀσκησιν τῶν ὑπὸ τοῦ παρόντος ἄρθρου δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς κανόνας τῆς τέχνης ὑπὸ τὰς προϋποθέσεις της, ἡ μισθωτρια 'Εταιρεία θὰ ἔχῃ τὸ δικαιώματα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγέρῃ καὶ νὰ μισθώσῃ παρὰ τρίτων ἀποδήμητος εἰς τὴν ἀναθετήση τῆς ἀνέγερσην καὶ ἡ νὰ χρησιμοποιήσῃ καὶ ἡ νὰ μισθώσῃ παρὰ τρίτων ἀποδήμητος πετρελαϊου, ἀγωγοὺς συγκεντρώσεως ἐργοταξίου, ἀγωγοὺς μεταφορᾶς. δι' ἀργὸν πετρέλαιον. ἡ ἀέρια, διαχωριστάς. ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγομένων ὑπὸ αὐτῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμού

νενζίνης, έγκαταστάσεις άφαιρέσεως θείου κλπ. δευτερευούσας σιδηροδρομικάς γραμμάς, έγκαταστάσεις άποδηκεύσεως και φορτώσεως εἰς τους σιδηροδρομικούς σταθμούς και 'Ελληνικούς λιμένας, οικήματα διὰ τοὺς ὑπαλλήλους και ἐργάτας, ἀποθήκας, μηχανολογικά ἔργαστηρια, τηλεφωνικάς και ραδιοφωνικάς έγκαταστάσεις και πᾶσαν ἔτερον έγκαταστάσιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἔργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται έγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν καὶ ἡ νὰ χρησιμοποιηθοῦν παρὰ τῆς 'Εταιρείας μόνον. ἐφ' ὅσον αἱ ἥδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ 'Ελληνικὸν Δημόσιον ἢ ἄλλην κρατικὴν ἔπειταν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοπούς τῆς 'Εταιρείας ἢ ὅταν ἡ χρησιμοποίησίς τῶν δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν 'Εταιρείαν κατὰ τὴν κρίσιν ταύτης.

6. 'Η 'Εταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εὐόδωσιν τῶν ἔργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως νὰ ἀποδημήσῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἔρευνης τοὺς ὄποιους κατέχει εἰς οἰανδήποτε στιγμὴν δάσεις τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ 'Αρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύνανται νὰ ἀρνηθῇ ὅπερ σοβαροῦ λόγου.

7. Τὸ 'Ελληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν 'Εταιρείαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἔγκρίσεων παρὰ πάσης ἀρμοδίας 'Αρχῆς συμπεριλαμβανομένων τῶν Στρατιωτικῶν 'Αρχῶν, τῶν ἀναγκαιουσῶν πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραφομένων σκοπῶν.

'Εφ' ὅσον ἡ καθυστέρησις ἡ Ἑλλειψις ἀποκτήσεως ἀδειῶν ἡ ἔγκρίσεων καθιστᾷ ἀδύνατον ἡ καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς πᾶσα προκύπτουσα καθυστέρησις ἡ παραλειψις ἔκτελέσεως οἰωνῆστος τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς 'Εταιρείας δὲν θὰ ἀποτελῇ παράστασιν τῶν ὅρων τῆς παρούσης καὶ θὰ δεωρηθῇ τὰ περίπτωσις ἀνωτέρας δίας κατὰ τὰς διατάξεις τοῦ ἀρθροῦ 25 τῆς παρούσης συμβάσεως.

8. 'Η 'Εταιρεία κατὰ τὴν ἐκτέλεσιν τῶν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης ἀναλαμβάνει τὴν ὑποχρέωσιν, διπλας διενεργῆ ἔκρηξεις δι' ἀεροϊδόλου ἢ διὰ χρησιμοποιήσεως ἑτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἑξαερετικὰς περιπτώσεις καθ' ἀς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατὸν νὰ ἀποδώσουν ἴκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησίς ἐκρηκτικῶν ὑλῶν.

9. Αἱ γεωφυσικὲς ἔρευναι, αἱ γεωτρήσεις καὶ ἡ ἐξιεράλλευσις ἀνακαλυφθησομένου πετρελαίου ἐντὸς τῆς θαλάσσης θέλουσι λάβει χώραν καὶ ὑπὸ τὰς κάτωθι προϋποθέσεις.

α) Αἱ ἔργασίαι δὲν θὰ ἐπιφέρουν οὐσιώδεις μεταμορφώσεις ἀκτῶν καὶ διαθῶν τῆς περιοχῆς.

β) Δὲν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυτιλοΐα εἰς τὴν περιφέρειαν τῆς νήσου Λήμνου.

γ) Θὰ ἀπαγορευθῶσιν αἱ ἔργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κλπ. τὰ τυχὸν δὲ χρησιμοποιηθησόμενα πλωτὰ μέσα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσσῃ.

δ) Διὰ τὰντα τὰ ναυτιλιακῆς φύσεως θέματα δέοντα νὰ παραχεθῶσιν ἔγκαίρως στοιχεῖα εἰς τὴν Δ)νσιν 'Υδρογραφίας BN. πρὸς ἔκδοσιν τῶν σχετικῶν 'Αγγελιῶν καὶ Προαγγελιῶν τοῖς Ναυτιλούμενοις.

ε) Αἱ ἔργασίαι δὲν διακόπτωνται ἐκτάκτως, ἐφ' ὅσον ἥνελε κριθῆ ἀναγκαῖον διὰ λόγους ἐδυνικῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἔγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς. ἔνως διού τὸν ἐκλειψύωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ὃντες οὐδεμιᾶς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποκρίσιμων. Προθλέπεται διὰ μία τοιαύτη διακοπὴ τῆς ἔργασίας θὰ δεωρηθῇ ὡς προξενήσεις ἐξ ἀνωτέρας δίας συμφώνως πρὸς τὸ ἀρθρον 25 τῆς παρούσης συμβάσεως.

### Άρθρον 8.

#### Καταβολὴ στρεμματικοῦ.

Ἡ 'Εταιρεία θὰ καταβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον στρεμματικὸν φόρον, διτοις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐπὶ ἀπαστῶν τῶν παραγωγῆσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς 'Εταιρείας εἰς οἰανδήποτε στιγμὴν, συμφώνως τῇ παρούσῃ συμβάσει.

Ἡ καταβολὴ τοῦ φόρου τούτου ἀρχεται ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ 'Εταιρεία καθίσταται μισθωτρια παραγωρήσεων.

### Άρθρον 9.

#### Δικαιώματα.

1. Ἡ 'Εταιρεία θὰ καταβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον, δικαιώματα ἐκ 14 o) ἐπὶ πάσης ποσότητος παραγομένων καὶ μετρουμένων, κατὰ τὰ ἐν παρ. 3 τοῦ παρόντος ἀρθροῦ, ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ δενζίνη) παρ', αὐτῆς, κατὰ τὴν διάρκειαν τῶν ἔργασιῶν τῆς, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων θέσεων καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς 'Εταιρείας χρησιμοποιούμεναι διὰ τὰς ίδιας της ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἡ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (REPRESSURING) η ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἔργασιῶν κυρίως κατόμενα ἀέρια (FLARED GAS) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργὸν πετρελαίου καὶ φυσικοῦ ἀέρου θὰ καταβάλλονται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ 'Ελληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἰδος, ως κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκάστου ἡμερολογιακοῦ ἐξαμήνου τὸ 'Ελληνικὸν Δημόσιον θὰ γνωστοποιήῃ τῇ 'Εταιρείᾳ ἔγγραφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἡ τμῆμα τῶν δικαιωμάτων του εἰς εἰδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν ἐξαμήνου διὰ τὸ ἀργὸν πετρέλαιον καὶ ἡ τὸ φυσικὸν ἀέριον. 'Αφ' ἡ στιγμὴς τὸ 'Ελληνικὸν Δημόσιον ἐγνωστοποιήσει τὴν ἐπιλογὴν του εἰς τὴν 'Εταιρείαν οὐδεμία μεταβολὴ θὰ είναι ἐπιτρεπτὴ ως πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἐξαμήνου, πλὴν ἐπιτείξεως ἀμοιβαίως ικανοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ 'Ελληνικοῦ Δημοσίου καὶ 'Εταιρείας ἐπὶ τοῦ θέματος τούτου.

Τὰ δικαιώματα ἐπὶ τῆς φυσικῆς δενζίνης θὰ καταβάλλονται πάντοτε τοῖς μετρητοῖς.

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἀργὸν πετρελαίου, εἰς τὰς ἀποδημητικὰς ἔγκαταστάσεις τοῦ ἐργοταξίου τῆς 'Εταιρείας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν δενζίνην εἰς τὰς ἔγκαταστάσεις ἀποκωρισμοῦ. Πρὸς τὸν σκοπὸν τούτου τῇ 'Εταιρείᾳ ἀποκρέοῦνται διπλας ἔγκαταστήσης καταλλήλους ἔγκαταστάσεις μετρήσεως κατὰ τὰ συνήδως παραδεδεγμένα εἰς τὴν διεθνῆ πρακτικὴν τῶν πετρελαίων συστήματα.

4. Τὸ 'Ελληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰδος δικαιώματα του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποδημητικὰς ἔγκαταστάσεις τοῦ ἐργοταξίου τῆς 'Εταιρείας, ἐντὸς 40 ἡμερῶν ἀπὸ τῆς ληξίας τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἑτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας, ἡ δὲ 'Εταιρεία ὑποχρεούνται νὰ ἀποδημησῃ, τὴν εὐδήνη τοῦ 'Ελληνικοῦ Δημοσίου, τῆς 'Εταιρείας οὐσης ὑπευθύνου δι' οἰανδήποτε ἀπώλειαν ἡ ζημίαν προερχομένην ἐξ ἀμελείας τῆς, εἰς τοὺς ἀποδημητικούς χώρους τοῦ ἐργοταξίου τῆς κατὰ τὸ ως ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν δινευ οὐδεμιᾶς ἐπικιαρύνσεως τοῦ Δημοσίου τὸ οὐτωσεὶ εἰς τὸ Δημόσιον παραδομησόμενον ως δικαιώματα ἀργὸν πετρελαίου. 'Ἐν περιπτώσει καθ' ἣν τὸ 'Ελληνικὸν Δημόσιον δὲν παραλαβῇ ἐντὸς τῆς ως ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἰδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, τῇ 'Εταιρείᾳ θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαθέσῃ ἐλευθέρως

τούτο, όπότε φάσι πληρώνη τοίς μετρητοῖς τὰ δικαιώματα ταῦτα, ή νὰ ἔξασκουσιν θὴση νὰ τὸ χρατῆ ἀποδημευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποδημεύτων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποδημεύσεως, σὺν 10 ο).ο.

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

6. Ἐδώ ή 'Ἐταιρεία εἶναι ίδιοκτήτρια καὶ ἐκμεταλλεύεται οἰονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἐταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρις οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιήσῃ παρὰ τῆς Ἐταιρείας ἔναντι παταβολῆς δαπανῶν πλέον τῶν 10 ο).ο.

Ἡ παρούσα παράγραφος δὲν θὰ ἐμρηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας νὰ κατατευάσῃ ἀγωγὸν ή οἰονδήποτε ἔγκαταστασιν μεταφορᾶς ἐπὶ πλέον τῶν δισων τυχὸν ἔχει ή ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰονδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἔγκαταστασιν ή καὶ ἐτέρας ἔγκαταστασιεις μεταφορᾶς πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τούτου.

7. Πρὸ τοῦ χρόνου καθ' ὃν ή 'Ἐταιρεία θὰ καταστῇ ἔξαγωγὲς ἔγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι (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 Διϋλιστηρίου ή ἑτέρων ὑπαρχόντων ἐν Ἑλλάδι Διϋλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἐταιρείαν, ὡς τοῦτο ὅριζεται εἰς τὸ ἄρθρον 12 παρ. 9 (α).

Ἀπὸ τῆς στιγμῆς καθ' ὃν ή 'Ἐταιρεία θὰ καταστῇ ἔξαγωγὲς ἔγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ παραγομένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὅριζεται εἰς τὸ ἄρθρον 12 παρ. 9 (6).

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνη (GASOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου δρου τιμῶν πωλήσεως τῶν πραγματοποιηθείσων παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ή πληρωμὴ δικαιωμάτων μεῖον ἔξδων διομήχανοις ή μεῖον ἔξδων διομήχανοις καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου εἰς τὸ σημείον παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὃν καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου δρου τιμῶν πωλήσεως, τῶν πραγματοποιηθείσων παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ή καταβολὴ τῶν δικαιωμάτων δι' ἔκστον κυβικὸν μέτρον πωλουμένου ἀερίου, μεῖον ἔξδων ἐπεξεργασίας καὶ μεταφορᾶς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (WELLHEAD) εἰς τὸ σημείον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται κατ' ἔξαμηνον ἐντὸς τοῦ Ἰανουαρίου καὶ Ἰουλίου ἐκάστου ἔτους.

#### Ἄρθρον 10.

Φόροι.

1. Ἡ 'Ἐταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος ὡς 'Αγώνυμος Ἐταιρεία βάσει παγίου συντελεστοῦ 50 ο) ο ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὅριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἄρθρου οἰσσήποτε καὶ ἀν εἰναι ὁ συντελεστὴς ὁ ἐκάστοτε ἰσχύων διὰ τὰς ἀλλας Ἐταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογίζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, ἀφαιρήσται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχει-

ριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος δυνάμει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως καὶ ἀπὸ τὸν χρόνον ποὺ ἡ Ἐταιρεία ἔχει καθαρὸν κέρδος, τὰ στρεμματικὰ δικαιώματα συμφώνως τῷ ἄρθρῳ 8 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὅπως εὑρεδὴ τὸ καθαρὸν ποσόν, τοῦ φόρου εἰσοδήματος, τὸ ὅποιον θὰ καταβληθῇ ὑπὸ τῆς Ἐταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν περίοδον.

Συμφωνεῖται διτὶ τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως δέον νὰ καταβάλλωνται ἐπὶ οἰσσήποτε παραγωγῆς ὑδρογονανθράκων ἀσχέτως ἐὰν αἱ ἐργασίαι τῆς Ἐταιρείας ἀποφέρουν κέρδος η ζημίαν.

Συμφωνεῖται περαιτέρω διτὶ τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ δάρη, ὡς ταῦτα ἀναφέρονται ἐν ἄρθροις 9 καὶ 10 τῆς παρούσης συμβάσεως θὰ παραμένουν ἀμεταβλητα καθ' ὅλη τὴν διάρκειαν τῆς συμβάσεως τούτης καὶ διτὶ ή ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος θὰ παραμείνῃ ὡσαύτως ἀμεταβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως η δὲ Ἐταιρεία, ἐν ὅψει τοιαύτης ἀναληφθείσης ὑποχρέωσεως, συμφωνεῖ καὶ δηλοῖ διτὶ κατὰ τὴν διάρκειαν τῆς συμβάσεως η καὶ μεταγενεστέρως οὐδεμίαν προτίθεται νὰ προσθῇ ἀντίρρησιν η ἀμφισθήτησιν ὡς πρὸς τὸ ποσοστὸν τοῦ 50 ο) ο ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ἀνωτέρω ἀποδεχομένη κατὰ πάσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ἰσχὺν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν παραγράφῳ 1 ἀναγνωρίζεται ὡς ἐκπιπτέον συμφώνως πρὸς τὸΝόμον 1413)1950 τὸν κυρώσαντα τὴν σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οι τυχὸν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθημένοι ὑπὸ τῆς Ἐταιρείας εἰς τὰς Η.Π.Α. κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος η μετὰ τὴν λῆξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἐταιρείας, τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παραγράφῳ 1 ὡς ἀνωτέρω τέρτιον.

3. Ἐξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων, τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (στρεμματικὸς), τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προπλεπομένου εἰς τὴν παρ. 1 τοῦ παρόντος ἄρθρου, η Ἐταιρεία, η περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰσσήποτε μηχανήματα, ἀνταλλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὑλικὰ παντὸς εἶδους τὰ εἰσαγόμενα ἐκ τοῦ ἔξωτερου καὶ προοριζόμενα διὰ τὴν διειστηγὴν ἐργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν τῶν καυσίμων ὑλῶν παντὸς εἶδους καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραγομένων τῶν καυσίμων ὑλῶν παντὸς εἶδους) ὡς καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραγομένων ὑδρογονανθράκων, ἐξαιρουμένων τῶν διελισμένων προϊόντων οἰσσήποτε μηχανήματα, τελῶν, κρατήσεων τελῶν χαρτοσήμου η εἰσιφορῶν η πάσης ἐτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου η οἰσσήποτε 'Ἑλληνικῆς Ἀρχῆς η νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν καθαρῶν ἀνταποδοτικῶν εἰσφορῶν, δι' ὑπηρεσίας η δικαιωμάτων πάσης φύσεως Ἀσφαλιστικῶν Ταμείων.

Ἡ παρούσα σύμβασις καθὼς καὶ οἰσσήποτε συμφωνία η σύμβασις έτσι ταύτης, η ὅποια ηδελεν ὑπογραφῇ, σκοπούσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῶν περιφερειῶν τῶν περιγραφομένων ἐν ἄρθρῳ 1 τῆς παρούσης η καὶ σχετικούς πρὸς τὸν σκοπούν της παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου, οἰσσήποτε 'Ἑλληνικῆς Ἀρχῆς η Νομικοῦ Προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν καθαρῶν ἀνταποδοτικῶν εἰσφορῶν, δι' ὑπηρεσίας η δικαιωμάτων πάσης φύσεως Ἀσφαλιστικῶν Ταμείων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ Ἑλληνικοῦ Δημοσίου ὡς πρὸς τὰ κατώτατα δικαιηγορικῶν ἀμοιβῶν δὲν τυγχ-

νουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὅποιαι παρέχουν ὑπηρεσίας σχετικάς πρὸς τὴν παροῦσαν σύμβασιν.

Αἱ ἐκάστοτε ἴσχυονται ἀμοιβαῖ συμβολαιογράφου διὰ τὴν κατάρτιον οἰσασθήσοτε συμβάσεως σχετικούμενης πρὸς τοὺς οικοπούς τῆς παρούσης καὶ ὑποδημοφυλάκων ἐμμίσθων ἢ ἀμίσθων διὰ τὴν τυχὸν μεταγραφὴν τούτων, ως καὶ τῆς παρούσης ἐπ' οὐδὲν λόγῳ εἶναι δυνατὸν νὰ ὑπερβῶσι διὶ τούτων τὰς δρασμάτας δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι ἢ συνεταῖροι τῆς Ἐταιρείας ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἡ διαμένουν εἰς τὸ ἔξωτερικόν, ἀπαλλάσσονται ως πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἐταιρείας παντὸς φόρου, τακτικοῦ ἢ ἔκτάκτου ἢ ἐπιβληθέντος διὶ εἰδίκους οικοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἢ ἄλλων ἐπιθεωρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰσασθήσοτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἢ τρίτων, λόγῳ τῆς ἰδιότητός των ως μετόχων ἢ συνεταίρων τῆς Ἐταιρείας.

5. "Ἄπασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιθεωρύνσεις τῆς Ἐταιρείας, αἱ σχετικαὶ μὲ τὴν ὄργανων τῆς καὶ τὰς ἐργασίας τῆς κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς ἢ ἔκτὸς Ἑλλάδος, αἵτινες θέλουσι λάβεις χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας τὸ πρώτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἔργασιῶν τῆς Ἐταιρείας θάσει τῆς παρούσης συμβάσεως, θὰ ἀμροῖσανται ὑπὸ τῆς Ἐταιρείας εἰς τὰ λογιστικὰ διεθίλια καὶ θὰ ἀποστέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας θὰ προκύψουν ἀκαθάριστα ἔσοδα ως ἀνωτέρω περιγράφεται.

6. 'Ἐν περιπτώσει καθ' ἥν ἡ Ἐταιρεία ἐμφανίσῃ καθαρὰν ζημίαν ἐκ τῶν ἔργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους τῆς ἀπόκτησιν τῆς πρώτης της παρασχωρήσεως πρὸς ἐκμετάλλευσιν, ἢ ἐν λόγῳ ζημίας θὰ ἄγηται εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιηται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἡ περίθων, εἴτε αὕται δεικνύουν κέρδη εἴτε ζημίας.

Τὸ οὕτω προκύπτον ἀποτέλεσμα ἐὰν ἔξακολουθῇ νὰ ἐμφανίζῃ ζημίαν θὰ ἄγηται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιηται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. 'Ἡ ἀγωτέρω μεταφορά εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξη ἢ παροῦσα σύμβασις. 'Ἡ Ἐταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας διὸ θῆσειν ὑποστῆ ἐκ τῶν ἔργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ ὅρου «καθαρὰ κέρδη» τῆς Ἐταιρείας, ως χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἐκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἀτίνα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθαρίστων ἔσδων τῆς Ἐταιρείας τῶν προερχομένων ἐκ τῶν ἔργασιῶν αὐτῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, δῶλων τῶν δαπανῶν, ἐπιθεωρύνσεων καὶ ἔξδων ἐν γένει διὰ τῶν ὅποιων ἐπειθεωρύνθη ἢ Ἐταιρεία λόγῳ τῶν ἔργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἀν αὗται προέκυψαν ἐντὸς ἢ ἔκτὸς τῆς Ἑλλάδος.

Αἱ δαπάναι, ἐπιθεωρύνσεις καὶ ἔξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα (B) τῆς παρούσης συμβάσεως καὶ ἡ ἐκπτωτικὰς των θὰ ἐπιτρέπηται ἀνεξαρτήτως ισχύοντων ἢ μελλόντων νὰ ισχύουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἐκπτωτικές.

Αἱ ἐκτὸς τῆς Ἑλλάδος μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως ως ὑπὸ στοιχεῖα (α) καὶ (β) κατωτέρω δαπάναι δὲν θὰ δύνανται νὰ ὑπερβοῦν ποσοστὸν 100) ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἐταιρείας ἐν Ἑλλάδος:

Αἱ οὕτω περιοριστικῶς ἐκπιπτώμεναι δαπάναι εἰναι:

α) Αἱ ἐν παραγράφῳ 1 (β) τοῦ Πίνακος B δαπάναι αἱ ὅποιαι πραγματοποιοῦνται ἐκτὸς Ἑλλάδος.

β) Αἱ δαπάναι διὶ ὑπηρεσίας ως ἐν παραγράφῳ 1 (α) τοῦ Πίνακος B καὶ αἱ δαπάναι πωλήσεως ως ἐν παραγρ. 1 (δ) τοῦ Πίνακος B, αἱ ὅποιαι πραγματοποιοῦνται ἐκτὸς Ἑλλάδος διὰ λογαριασμὸν τῆς Ἐταιρείας ὑπὸ ἑτέρων Ἐταιρεῶν αἱ ὅποιαι ἐλέγχονται ἀπ' εὑθείας ἢ ἐμμέσως ὑπὸ τῆς ADA OIL EXPLORATION CORPORATION ὑπὸ ἑτέρων συγγενῶν Ἐταιρειῶν.

Εἰς τὰς δαπάνας, ἐπιθεωρύνσεις καὶ ἔξοδα, ως ἄνω, δὲν θὰ περιλαμβάνωνται δύως τὰ/ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα).

Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἔξορυστομένων ὑδρογονανθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος διὶ ἐξαγωγὴν θὰ εἴναι ἔκεινη ἢ πράγματι χρεούμένη τιμὴ FOB ἀκραίον παραθαλάσσιον ἀποθηκευτικὸν χῶρον. Ἀκαθάριστα ἔσοδα διὶ ἐγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ είναι τὰ πραγματικὰ ἔσοδα.

Ο καθορισμὸς τῶν ἀκαθαρίστων ἔσδων, τῶν δάπανῶν, τῶν ἐπιθεωρύνσεων καὶ τῶν ἔξδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεμνούς διοικήσεως πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἥν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἶδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνων τῷ ἄρθρῳ 9 τῆς συμβάσεως, τὸ ποσὸν τοῦτο ως καθορίζεται συμφώνως πρὸς τὸ ὅποιον δάρμαρον 9, θὰ προστίθηται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ.

Ἐν τέλει τῆς παρούσης συμβάσεως παρατίθεται Πίνακος ὑπὸ στοιχείον Β ἐμφαίνων τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεία τοῦ κόστους, ἔξδων, βαρῶν καὶ λοιπῶν δαπανῶν τῆς Ἐταιρείας.

8. α) 'Ἡ Ἐταιρεία θέλει κλείει τὸν Ισολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου, ητίς θὰ είναι ἐνιαυσία. β) 'Ο ἔλεγχος τῶν διεθίλων τῆς Ἐταιρείας θὰ διενεργηθεῖ συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους θάσει τῆς ἐν Ἑλλάδι Νομοθεσίας.

γ) 'Ολόκληρον τὸν δάσει τῆς δηλώσεώς της δεβαιούμενον φόρον ἡ Ἐταιρεία θέλει καταβάλει ἐκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποθολῆς ταύτης.

δ) Αἱ περὶ δεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διαυνομένης διαχειριστικῆς περιόδου, ισχύονται ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλασσομένων δύως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίας ἢ κατὰ ἔξαμηντας τῶν ὑπὸ τῶν διατάξεων προβλεπομένων ποσῶν, τῆς Ἐταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἐκάστοτε ληξίστης περιόδου.

ε) Αἱ περὶ προσθέτων φόρων διὶ ἀνακριθῆ δήλωσιν διατάξεις τῆς ἐκάστοτε ισχυούσης Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐφ' ὅσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ ὄφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὄφειλομένης εἰς πταῖσμα τῆς Ἐταιρείας ἀλλὰ ἐκ πλάνης διαφοραὶ ὄφειλομενίας εἰς πταῖσμα τῆς Ἐταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

στ) Αἱ λοιπαὶ διατάξεις τῆς ἐκάστοτε ισχυούσης Νομοθεσίας περὶ φορολογίας εἰσοδήματος νομικῶν προσώπων αἱ ρυθμίζουσαι τὴν διαδικασίαν τῆς οποίου δάσησεως τῆς προσκλήσεως πρὸς διοικητικὸν ἐπίλυσιν τῆς διαφορᾶς, τῆς κοινοποίησεως τῶν φύλων ἐλέγχου τῶν ἐνστάσεων κατὰ τούτων, ως καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεων μέσων καὶ τῆς δεβαιώσεως τοῦ φόρου, ἐφαρμόζονται καὶ ἐν προκειμένῳ.

ζ) 'Ἐννοεῖται, ὅτι αἱ διατάξεις τοῦ ἄρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰσασθήσοτε παραθάσεως τῶν ἐκ τοῦ παρόντος ἄρθρου, ὑποχρεώσεων τῆς Ἐταιρείας.

\*Ἀρθρον 11.

Εἰσαγωγή, ἐξαγωγὴ μηχανημάτων ἐξοπλισμοῦ καὶ υλικῶν.

1. 'Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ

·έξωτερικού και νὰ μεταχειρίζηται διὰ τὰς ἑργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν πάντα τὰ μηχανήματα και ἔξοπλισμόν, συμπεριλαμβανομένων και οἰωνδήποτε ἀνταλλακτικῶν σύτῶν και οἰσαδήποτε ὑλικά, οἰσαδήποτε φύσεως, τὰ ὅποια κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἶναι: ἀναγκαῖα και πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἑργασιῶν της. Η παροῦσα σύμβασις ἐπέχει θέσιν οἰσαδήποτε ἀναγκαῖας ἀδείας η ὅποια ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἔξοπλισμοῦ, ἀνταλλακτικῶν και λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικά και ὑλικά οἰσαδήποτε φύσεως, τὰ ἀναφερόμεντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς κάνουσιν και λιπαντικῶν) συμπεριλαμβανομένων και τῶν ὄχημάτων, σκαφῶν θαλάσσης, φορέων (PLATFORM) εἴτε αὐτοκινούμενων εἴτε ὅχι: εἰς τὰ ὅποια ἔχουν στηρεωθῆ μηχανήματα, ἑργαλεῖα, γερανοὶ η οἰσαδήποτε ἀλλα ἔξαρτήματα οἰσαδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἑργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης και ἐλκυστήρες και τέλος ταῦπες η ἀντίστοιχα ὄχηματα παντὸς εἰδούς εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἔξι κατὰ τὴν ἔναρξιν τῶν ἑργασιῶν και μετέπειτα ἐν δι' ἔκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς και πάντων τῶν λοιπῶν φόρων, τελῶν, εἰσφορῶν και τελῶν χαρτοσήμου.

3. Η Ἐταιρεία θὰ εἶναι ἐλευθέρα νὰ ἔξαγάψῃ κακὸν οἰονδήποτε χρόνον δλα τὰ μηχανήματα, ἔξοπλισμὸν και ὑλικά, συμπεριλαμβανομένων και τῶν ἀνταλλακτικῶν, και τὰ οἰσαδήποτε φύσεως σκάφη θαλάσσης και φορέων (PLATFORMS) η ἀυτοκίνητα τὰ εἰσαγόμεντα παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι: συμφώνως πρὸς τὰς παραγράφους 1 και 2 τοῦ ἄρθρου τούτου, ἐκτὸς ἐὰν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως, νεοτίκουσι διαφοροτρόπως και αἱ τοιαῦται ἔξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰσαδήποτε ἰδιαιτέρων ἔξουσιοδέσησιν η ἀδειαν, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἔξαγωγῆς δασμῶν η ἀπλῶν φόρων, τελῶν, εἰσφορῶν η τελῶν χαρτοσήμου.

4. Εν η περιπτώσει η Ἐταιρεία πωλήσῃ η ἀλλας διαέστη τὰ ἀντικείμενα τὰ ὅποια εἰσήγαγε συμφώνως πρὸς τοὺς δρους τοῦ παρόντος ἄρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἔξι Ἑλλάδες, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσχωγῆς και λοιπῶν φόρους, εἰσφοράς, τέλη και τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἴσχυι ἔκαστοτε Νομοδεσίᾳ τῇ δινομένῃ νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιάυτη, εὐδόνη, δὲν έχουνε τὴν Ἐταιρείαν ἐὰν η πωλήσῃς ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον η ἀλληγορία τινὰ Ἐταιρείαν η ἑργαλέων οἱ δροῖοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ως η Ἐταιρεία, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

#### "Ἄρθρον 12.

'Ἐγχωρίος κατανάλωσις και ἔξαγωγαί.

1. Τὸ Ἑλληνικὸν Δημόσιον και η Ἐταιρεία συνομολογοῦν ὅτι ο πρωταρχικὸς ἀντικείμενος σκοπὸς τῆς παρούσης συμβάσεως εἶναι ο ἐφοδιασμὸς τῆς ἔγχωρίου ἀγορᾶς δι' ἔγχωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς και ἀπαλλαγὴν τῆς Ἐθνικῆς Οίκονομίας ἐκ τῆς ἀνάγκης τῆς χρηματοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. «Κατάλληλον ἀργὸν πετρέλαιον» ως εἰς τὸ παρὸν ὑπὸ 12 ἄρθρον χρηματοποιεῖται, ἐνοεῖται ἀργὸν πετρέλαιον μη περέχον ἀσυνήδητη τεχνικὰ χαρακτηριστικά, η σημαντικῶς ἀλάσσον ως πρὸς τὸ εἰδικὸν αὐτοῦ έάρος η ποιότητα, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου η τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων ἀπαιτουμένου ἀργοῦ, ἔξι διὰ λόγων αἱ διατάξαις λειτουργίας τοῦ ἐν λόγῳ Διϋλιστηρίου η τῶν ὑπὸ τῆς ἀνακαλύψεως Διϋλιστηρίων, πρὸς παραγωγὴν τῶν θὰ ὑφίσταντο σημαντικὴν αὔξησην μὲ ἀπαλόλουδον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας δι' αὐτὸ η αὐτά, η θὰ διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ.

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα, ως τοῦτο δρίζεται ἐν τῷ ἄρθρῳ 5 παράγρα-

φοὶ 1 τῆς παρούσης συμβάσεως, παραγωγῆς ἀργοῦ πετρελαίου ἐν Ἑλλάδι η Ἐταιρεία θὰ ὑποχρεοῦται διποτε ἐφοδιάζη μὲ ἔγχωριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καδ' η θὰ διαθέτῃ πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἔγχωρού ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίον και οἰσαδήποτε ἀλλα Διϋλιστηρια ὑφίστανται και λειτουργοῦνται ἐν Ἑλλάδι: κατὰ τὸν χρόνον τῆς ὑπὸ τῆς Ἐταιρείας πρὸ τῆς ἐμπορικῶν ἐκμεταλλευτικῶν σκαπαλύψεως ἔγχωρού ἀργοῦ, κατὰ τὴν ποσότητα ἀργοῦ, τῆς διποτε ἐπαρκούσας λειτουργίας τοῦ Διϋλιστηρίου. Η ὑποχρέωσις περὶ ἐφοδιασμοῦ και ἀποδοχῆς τοιούτου ἀργοῦ θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ δικαιώματα η τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ο ἐφοδιασμὸς τῶν τοιούτων Διϋλιστηρίων δι' ἀργοῦ πετρελαίου θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα ἐπιτραπῇ η κατὰ κανονικὸν και ἀποτελεσματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως και τῆς λειτουργίας τοῦ Διϋλιστηρίου. Η ὑποχρέωσις περὶ ἐφοδιασμοῦ και ἀποδοχῆς τοιούτου ἀργοῦ θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας διατάξεις.

4. α) Η Ἐταιρεία θὰ κέντηται εἰς οἰσαδήποτε στιγμὴν τὸ δικαιώματα ἐλευθέρας ἔξαγωγῆς καδ' οἰσαδήποτε τρόπον και μὲ οἰσαδήποτε μέσα και ὑφ' οἰσαδήποτε δρους ἥθελεν αὐτη καθορίσει, ἀνευ διατάξεως ἀδείας ἀλλ' ὑπὸ τὴν συνήδητη ἐμπορικὴν μεθοδολογίαν ἐκάστοτε, και ἀνευ καταβολῆς τελῶν ἔξαγωγῆς η ἐτέρων φόρων, τελῶν και ἐπιβαρνύσεων, πάσης παραγωγῆς πέραν τῶν ποσοτήτων τὰς διποτες η Ἐταιρεία ὑποχρεοῦται νὰ προμηθεύῃ παράγραφον 3 τοῦ παρόντος ἄρθρου και παρακρατῇ τὸ ἐκ τῶν τοιούτων ἔξαγωγῶν προϊόντος τὸ ἔρθρον 13 λεπτομερῶς ἀναφέρεται. Ασκοῦσα τὸ δικαιώματα τοῦτο η Ἐταιρεία θὰ προσπαθήη νὰ ἔχαγῃ ποσότητας ἀργοῦ πετρελαίου ὑπὸ αὐτῆς παραγομένου καδ' ὑπέρθρασιν τῶν εἰς τὴν ἀνωτέρω παράγρ. 3 διατυπωθεισῶν, ὑπὸ τὴν προϋπόθεσιν διτι η Ἐταιρεία θὰ διαθέτη καταβολῆς ἀγορὰς διὰ τοιαύτας ποσότητας.

"Οταν η Ἐταιρεία δὲν θὰ διαθέτη τοιαύτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπότετε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπὸ αὐτοῦ η τρίτων ἀγοράν τοῦ πλεονάζοντος ἀργοῦ εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE) ὑπὸ τὸν δρον διτι θὰ συμφωνηθῶν μεταξὺ τοῦ Ἑλληνικοῦ Δημόσιου και τῆς Ἐταιρείας, ἀμοιβαίως ἱκανοποιητικοὶ δροι και συνδηκαι: περιλαμβανομένης τῆς διαφορίας τῶν τοιούτων ἀγοράστικῶν πράξεων, ἐντὸς ὅμως, τῶν ἐν παραγρ. 3 τοῦ ἄρθρου 6 περιοριστικῶν διατάξεων.

β) Εἰς περίπτωσιν καδ' ηη η Ἐταιρεία ἔξαγάγει: ἔγχωριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς καταβοτέρας τῶν ὑπὸ τοῦ Ἑλληνικού Δημόσιου τοιαύτων περὶ διποτες ἀργοῦ, καταβαθλομένων τιμῶν, η Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἔτου τριμήνου, ἵσην ποσότητα ἔγχωρού ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον δρον τῶν καθαρῶν τιμῶν εἰς τὰς διποτες ἐπραγματοποιήθησαν ὑπὸ τῆς Ἐταιρείας τοιαύται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἔτου τριμήνου, ὑπὸ τὸν δρον (1) διτι τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιούτον ἀργὸν πρὸς ἐν η πλείσην τῶν ἔγχωρίων Διϋλιστηρίων διὰ τὴν διοικητικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων εἰς τὴν διάρκειαν τοῦ ἔτου τριμήνου, διατάξεις λιπαντικῶν τεχνητῶν πετρελαιοειδῶν προϊόντων, περὶ διποτες διατάξεως της σημαντικὴν αὔξησην εἰς τημηατικὴν ἐκπλήρωσιν και ούχι εἰς ἐπαύξησην, τῶν ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθαρῶν καθαροτελεσμενῶν τῆς Ἐταιρείας προμηθεύῃ ἀργὸν πετρελαίον. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται τὸ τοιούτον ἀργοῦ πρὸς τὸν δρον τὸν διατάξεις της Ἐταιρείας τοιαύται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἔτου τριμήνου, διατάξεις λιπαντικῶν τεχνητῶν πετρελαιοειδῶν προϊόντων, περὶ διποτες διατάξεως της σημαντικὴν αὔξησην εἰς τημηατικὴν ἐκπλήρωσιν και ούχι εἰς ἐπαύξησην, τῶν ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθαρῶν καθαροτελεσμενῶν τῆς Ἐταιρείας προμηθεύῃ ἀργὸν πετρελαίον. Μέχρι τοῦ σημείου καδ' η τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰς διποτες δικαιώματα αὐτοῦ εἰς ἐγχωρίων Διϋλιστηρίων, αἱ ἀντίστοιχοι η ποσόχρεωσεις τῆς Ἐταιρείας και τῶν Διϋλιστηρίων, ως πρὸς τὴν διάθεσιν και τὴν ἀγοράν ἔγχωρού ἀργοῦ μειούνται: κατὰ περίπτω-

σιν, κατά τὴν ποσότητα τῆς οὗτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἔκαστον Διϋλιστήριον μεταβιβαθείσης ποσότητος ἀργοῦ.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμφορφωμῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἔγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστήριου καὶ ἄλλων ἐν τῇ Χώρᾳ ὑφισταμένων Διϋλιστηρίων κατά τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἔξασφαλίσῃ διὰ εἰς τὸ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγόμενον ἀργὸν πετρέλαιον, ὑπὸ τὸν ὅρον διὰ τὸ τοιούτον ἀργὸν θὰ εἰναι κατάλληλον, ἐν τῇ ἐνοίᾳ τῆς παραγρ. 2 τοῦ ἄρθρου 12, θὰ δοθῇ προτεραιότης ἀγορᾶς αὐτοῦ ὑπὸ δλῶν τῶν ἐν λόγῳ Διϋλιστηρίων ἔναντι τοῦ ἐκ τοῦ ἔξωτερικοῦ εἰσαγομένου ἀργοῦ. Ὡς πρὸς τὸ ἐκ τοῦ ἔξωτερικοῦ εἰσαγόμενον ἀργὸν τὸ ὄποιον τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἐγχώριον ἀργὸν θὰ ἔκτοπισῃ ἡ Ἐταιρεία ή αἱ ὑπὲρ αὐτῆς συγγενεῖς Ἐταιρείαι, εἰς τὴν ὄποιαν ἡ εἰς τὰς ὄποιας, δυνάμεις οἰωνόδηποτε συμβάσεων, θέλει παραχωρηθῆ δικαίωμα εἰσαγωγῆς ἀργοῦ, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάσουν 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 Ἑλλάδι ποσοτήτων ἀργοῦ πετρελαίου, ὡς τὸ ἔπραττε κατά τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Η Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἐγχώριον ἀργὸν κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου δριζόμενα, καθ' ὑπέρβασιν τῶν ποσοτήτων ἡ ἀγορὰ τῶν ὄποιων προβλέπεται ἐν αὐτῷ.

6. "Ινα ἑκπληρωθῇ κατὰ τὸν δραχύτατον δυνατὸν χρόνον ὁ εἰς τὴν παράγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερόμενος πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρόντης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω:

α) "Οτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ εἰς πάντα χρόνον κατὰ τὴν διάρκειαν τῶν ὑφισταμένων συμβολαίων προμηθείας ἀργοῦ καὶ πάσης παρατάσεως ἡ ὑποκαταστάσεως τῶν συμβολαίων τούτων θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν δρων τῶν ἐν λόγῳ συμβολαίων, πρὸς ἐξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστήριου κατὰ προτεραιότητα εἰς τὸν κατὰ τὸ δυνατὸν συντομώτερον χρόνον, ἀγορᾶς οἰουδήποτε ὑπὸ τῆς Ἐταιρείας παραγόμενου καταλλήλου ἔγχωριου ἀργοῦ πετρελαίου, μέχρι τῆς δικιῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ Διϋλιστηρίου.

β) "Οτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον θὰ ἀσκήσῃ πᾶσαν προσπάθειαν ἵνα ἔξασφαλισθῇ εἰς ἡν ἔκτασιν αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις θὰ τὸ ἐπιτρέπουν διὰ εἰς δλας τὰς νέας συμβατικὰς ὑποχρεώσεις διὰ τὴν προμηθείαν ἀργοῦ πετρελαίου καὶ προϊόντων, καὶ πάσας τὰς παρατάσεις, ἀνανεώσεις ἡ ὑποκαταστάσεις εἴτε τῶν σήμερον ὑφιστάμενων ἡ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, θὰ περιέχηται πᾶσα λογικὴ καὶ νόμιμος ἐντὸς τῶν δρίων τῆς ἔξουσίας τοῦ Ἑλληνικοῦ Δημόσιου διάταξις, ἵνα ἐπιτραπῇ ἡ ὑπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχώριου ἀργοῦ πετρελαίου, αἱ ὄποιαι καθορίζονται εἰς τὴν παράγρ. 3 τοῦ παρόντος ἄρθρου εἰς τὸν συντομώτατον δυνατὸν χρόνον μετὰ τὴν ἐναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως τῆς παραγωγῆς ἀργοῦ πετρελαίου. Ἐν τούτοις, αἱ διατάξεις τῆς παραγρ. 6 (β) τοῦ παρόντος δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἱτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνδὸς ἔτους, εἴτε διληγότερον τοῦ ἐνδὸς ἔτους καὶ αἱτινες ἔχουσιν ὑπογραφή 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 ἐδάφ. (α) καὶ (β) τοῦ παρόντος ἄρθρου προβλεφθέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἰναι οὐχ ἡττον ὑποχρεώμενον νὰ ἔξασφαλίσῃ διὰ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστήριου καὶ τῶν ἄλλων ἐγ-

χωρίων Διϋλιστηρίων ἀγορὰν ποσότητος ὑπὸ τῆς Ἐταιρείας παραγομένου καταλλήλου ἀργοῦ ἵσης πρὸς (300)ο τριάκοντα τοῖς ἔκαστον τούλαχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

δ) "Ανεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παρούσαν παράγρ. 6 ἀναφερομένων, ἡ Ἐταιρεία δὲν θὰ ἔχῃ οἰονδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰονδήποτε τρόπον προκύπτον ἐκ τῶν δρων τῆς παρούσης Συμβάσεως, διποτε παρεμβαίνη, ἀντιτίθηται ἡ ζητη ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν ἡ καθ' οἰονδήποτε τρόπον μεταβολὴν τῶν δρων τῶν συμβάσεων τοῦ Δημόσιου τῶν σχετικῶν μὲ τὴν προμηθείαν ἀργοῦ πετρελαίου, ἡ πετρελαίοις διόπτων, ἡ μὲ τὴν ἕδρυσιν Διϋλιστηρίων ἐν τῇ χώρᾳ, τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἡ τοιούτων συμβάσεων διὰ τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἥν ἡ Ἐταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δὲν ἀνεκάλυψε κατάλληλον ἀργὸν πετρελαίου εἰς τὸν προτεραιότητας, ἡ μετὰ τὴν τοιαύτην ἡμερομηνίαν καὶ ἐφ' δοσον τὸ Ἑλληνικὸν Δημόσιον προθέπει τὴν χρησιμοποίησιν ὑπὸ τῶν τῆς παρούσης Διϋλιστηρίων τῶν ποσοτήτων τοῦ τοιούτου ἀργοῦ πετρελαίου τοῦ παραχθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου δρίου τῶν ὑποχρεώσεων τῶν ὅριομένων εἰς τὴν παρούσαν παραγραφον 6.

7. "Εφ' δοσον ὑπάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ ἐν Ἑλλάδι εἰς οἰονδήποτε χρόνον κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς Ἐταιρείας νὰ ἐφοδιάσῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημόσιου ἡ ἀναφερομένη εἰς τὴν προτεραιότητα τοῦ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγόμενου καταλλήλου ἀργοῦ, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἐταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' δλῶν τῶν παραγωγῶν.

8. "Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, δὲν τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἀργὸν εἰναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον ἡ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διϋλιστηρία, τότε ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημόσιου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχώριοις ἀργοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστήριου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων καὶ ἡ ὑποχρέωσις τοῦ Δημόσιου, διποτε προμηθεύει εἰς τὰ ἐν λόγῳ Διϋλιστηρία ἐγχώριον ἀργόν, θὰ ἀποτελέσουν τὸ ἀντικείμενον διὰ τῆς ὄποιας θὰ καθίστατο δυνατὴ ἡ ἐπίτευξις τοῦ εἰς τὴν ὡς ἄνω παράγρ. 1 τεθέντος πρωταρχικοῦ ἀντικειμενικοῦ σκοποῦ. "Ἐὰν δὲν καταστῇ δυνατὴ ἡ ἐπίτευξις τοιαύτης ἀμοιβαίως ἱκανοποιητικῆς ρυθμίσεως, τότε αἱ ὡς ἄνω ἀναφερόμεναι ἀντίστοιχοι ὑποχρεώσεις Ἐλληνικοῦ Δημόσιου καὶ Ἐταιρείας θὰ τερματισθοῦν, μέχρις δοσον τὸν ἀργὸν ἡ δλλον ἀργὸν παραχθησόμενον ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι, καταστῇ καταλλήλον πρὸς χρῆσιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ Διϋλιστηρία, ὑπὸ τὸν δρον δμως, δὲν τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ ἐν λόγῳ ὑπάρχοντα Διϋλιστηρία, διποτε ἀγοράζουν τὸ τοιούτον ἀκατάλληλον πρέπει πετρελαίου πρὸ τὸν σημείου, κατὰ τὸ ὄποιον θὰ δύναται νὰ χρησιμοποιηθῇ τοῦτο εἰς τὰ Διϋλιστηρία μὲ τὴν προϋπόθεσιν δὲν τὴν προκειμένην περίπτωσιν ἡ λειτουργία τῶν εἰρημένων Διϋλιστηρίων γὰ μὴ καταλλήλη εἰς οἰονδήποτε ταλαιπωρίαν τῶν. "Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ δπως ἐπεκτείνῃ τὴν πληροεστέραν συνεργασίαν του ὑπὸ μορφὴν πρωστήσεως τῆς χρησιμοποιησεως τοῦ τοιούτου ἀκαταλλήλου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. z) Πρὶν ἡ ἡ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἥν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ οἰονδήποτε ἔτερον ἐν Ἑλλάδι ὑπάρχον Διϋλιστήριον, νὰ ἀγοράζῃ ἀργὸν πετρελαίου παραγόμενον παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποδημητικοὺς χώρους τοῦ ἔργοταξίου τῆς Ἐταιρείας, ἡ δὲ τιμὴ

αυτη θὰ είναι ο κατά την διάρκειαν του έφαρμοστέου ήμερολογιακού μηνός άριθμητικός μέσος όρος της δειηλωμένης τιμής ή τιμών, ως αὗται παρουσιάζονται εἰς τὸ PLATTS OILGRAM η ἄλλα παρόμοια δημοσιεύματα, του ἀργοῦ πετρελαίου εἰς Σιδώνα και Τρίπολιν, Λίβανον BANIAS, Συρίαν και Λιβύην, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν έάρος, ποιότητα και γεωγραφικὴν θέσιν.

6) "Οταν ή 'Εταιρεία καταστῇ ἔξτρωγχεὺς ἀργοῦ πετρελαίου και παθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (POSTED) τιμὴν εἰς τὸν ἀπόδημητικὸν χώρους τοῦ ἔργοταξίου της, ή τιμὴν εἰς ἡν τὸ Ἑλληνικὸν Κρατικὸν Διύλιστρήριον και ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διύλιστρήρια ὑποχρεούνται να ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπ' ὅψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγράς ἐπικρατουσσαὶ κατὰ τὸν χρόνον ἔκεινον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ὑπ' ὅψιν τὰ ποιοτικὰ χαρακτηριστικὰ και η τοποθεσία του ἔξτρωγμένου ἀργοῦ.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν ποσῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνωνται ἐντὸς ἔξήκοντα ἡμερῶν ἀπὸ τῆς ἡμερημηνίας τῆς ὑπ' αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. 'Εὰν η 'Εταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξήκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου λήψεως τοῦ σχετικοῦ λογαριασμοῦ, η 'Εταιρεία δύναται, ὅντες βλάβης οἰωνδήσατε νομίμων δικαιωμάτων της, νὰ συμφέρῃ τηιαύτα ἀπαίτητα ποσὰ πρὸς ἄλλα ποσά, τὰ ὅποια θὰ εκαλεῖτο η 'Εταιρεία ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἄλλως, ὅπως καταβάλῃ.

11. 'Εὰν η 'Εταιρεία ἔχῃ εἰς τὴν ἴδιοκτησίαν της και ἐκμεταλλεύεται ἐν Ἑλλάδι οἰουδήποτε σωληναγωγούς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου και η ἀγωγοὺς ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν 'Εταιρείαν νὰ μεταφέρῃ τὸ ὑπ' αὐτοῦ ἀγορασθὲν ἔξ αὐτῆς ἀργὸν και η φυσικὸν ἀερίον, μέσω τῶν τοιούτων ἀγωγῶν ἀργοῦ και η ἀγωγῶν, ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποδημητικοῦ του χώρου. εἴτε μέχρις οἰουδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς κύτον ἀγοράσης ὅδου. Η μεταφορὰ θὰ ἔκτεληται ὑπὸ τῆς 'Εταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἑκατόν. Η παρούσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται ως ὑποχρέωσις τῆς 'Εταιρείας νὰ κατασκευάσῃ οἰουδήποτε σωληναγωγούς ἀργοῦ πετρελαίου η ἀγωγοὺς ἀερίων η οἰασδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν δσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἴδιοκτησίαν της και η ὑπὸ ἔκμετάλλευσιν, οὕτε νὰ ἀνεγέρῃ οἰασδήποτε προσθέτους ἐγκαταστάσεις σχετικὰς πρὸς τοιούτους σωληναγωγούς η ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἐκτὸς ἐάν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἵκανον οιητικὴ συμφωνία πρὸς τοῦτο μεταξὺ τοῦ 'Ἑλληνικοῦ Δημοσίου και τῆς 'Εταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθροῦ καθοδισμοῦ τῆς εἰς δρχ. τιμῆς τοῦ ἀργοῦ, αἱ ἐφαρμοστέαι τιμαι διεθνοῦς ἀγορᾶς και αἱ δαπάναι μεταφορᾶς ἔφ' ὅσον διεπικόνδυσαν εἰς ἔξωτερικὸν συνάλλαγμα, θὰ μεταρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἀρθρου 13 ὅριζόμενα εἰς τὸ ισότιμόν των εἰς δρχ. μὲ τὸν μηνιαῖον μέσον όρον τῶν ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς ὅποιας η 'Εταιρεία δικαιοῦται νὰ ἀγοράζῃ ἔνον συνάλλαγμα μὲ δραχμὰς κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

### "Αρθρον 13.

#### Συνάλλαγμα ἔξωτερικοῦ.

1. 'Εφ' ὅσον η 'Εταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἀρθρον 12, αἱ ἐργασίαι κατὰ τὴν παρούσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποχήλευτικῶς ὑπὸ τῆς 'Εταιρείας διὰ τῶν εἰς ἔνον συνάλλαγμα κεφαλαίων της και κατὰ τὸν ἀκόλουθον τρόπον:

α) Διὰ τῆς μετατροπῆς εἰς δρχ. (GREEK CURRENCY) μέσω Τραπεζῶν η προσώπων ἐπισήμως ἔξουσιοι δοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δρχ. και ἔνον συνάλλαγμα δολαρίων Η.Π.Α. η ἔνον συναλλάγματος ἐλευθέρως μετατρέψιμου εἰς δολάρια Η.Π.Α., εἰς ποσότητας

ἔπαρκεις διὰ νὰ καλύψωσι τὰς εἰς δρχ. δαπάνας τῶν ἐργασιῶν της εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήτοτε πληρωμῶν της πρὸς τὸ Ἑλληνικὸν Δημόσιον και τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς και μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος και τῆς ἐλευθέρας και ἀπειροτίστου εἰσαγωγῆς και η χρηματοποίησεως εἰς Ἑλλάδα μηχανημάτων, ύλικῶν και ἐφοδίων ως και τῶν οἰσασθήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτουμένων ὑπὸ τῆς 'Εταιρείας και διὰ τὰς ἔργασίας περὶ ψηφιστικῶν κατασκευασμάτων.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, η 'Εταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίσῃ τὰς εἰς μετρητὰ ὑποχρεώσεις της διὰ τὰς ἔργασίας της ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων και φόρων ἐκ τῶν εἰς δρχ. ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς 'Εταιρείας ἐκ τῶν κατὰ τὸ ἀρθρον 12 εἰς τὴν ἔγχωριον πωλήσεων.

"Οταν τὰς εἰς δρχ. ἐσόδα τῆς 'Εταιρείας ὑπερβαίνουν τὰς εἰς δρχ. ἀνάγκας τῶν ἔργασιῶν εἰς μετρητά, η 'Εταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρονανθράκων. Αἱ μεταφοραὶ αὐται διὰ τίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δρχ. εἰς δολλ. Η.Π.Α. και η, κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς ἑτερονοματικοῦ μεταφέριμου εἰς δολλ. Η.Π.Α. 'Η 'Εταιρεία ἐν τούτοις δικαιοῦται ώστας και διαζευτικῶς νὰ κρατῇ ἐν 'Ἑλλάδι τὰ τοιαῦτα εἰς δρχ. πλεονάσματά της η και νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις η χρεώγραφα η οἰσαδήποτε ἐτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαποὺς κατὰ τους ἐν 'Ἑλλάδι γενικῶς ισχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ισχύουσης Νομοδεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν 'Ἑλλάδι ως και αἱ περὶ δεσμεύσεως ὁμολογιῶν και μετοχῶν η ἐτέρων περιουσιακῶν στοιχείων. 'Ἐπενδύσεις εἰς μετοχὰς 'Εταιρειῶν ύπὸ ὑπόκεινται εἰς τὴν ἔγχρισιν τοῦ Ἑλληνικοῦ Δημοσίου, ητίς εἶναι ἔγκρισις ἐν τούτοις δεν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἔφ' ὅσον η ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

α) 'Η 'Εταιρεία θὰ δικαιοῦται ώστας νὰ παραχρατῇ εἰς τὸ ἔξωτερικὸν και νὰ διαβέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προὶὸν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δρχ. ἀναγκῶν διὰ τὰς ἔργασίας τῆς 'Εταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐγδεικτικῶς τοῦ προϊόντος ἔξ ἐκδόσεως μετοχῶν (STOCK) δανείων οἰασδήποτε μορφῆς και ἀλλων προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἔξωτερικὸν πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἀρθρον 12 η ἔξ ἄλλων πηγῶν ως και πλεονασμάτων εἰς δρχ. μεταφερθέντων ἔξ 'Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου.

β) 'Αντιδέτως, ἐὰν τὰς εἰς δρχ. ἐσόδα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων δὲν επαρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἔργασίας τῆς ἀναγκῶν εἰς δρχ. τότε η 'Εταιρεία θὰ μετατρέπῃ εἰς δρχ. μέσω Τραπεζῶν η προσώπων νομίμως ἔξουσιοι δοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δρχ. και ἔνον συνάλλαγμα προσώπων, δολλ. Η.Π.Α. η ἔνον συνάλλαγμα ἐλευθέρως μετατρέψιμου εἰς δολλ. Η.Π.Α. εἰς ποσότητας ἔξαρκούσας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἔργασίας της εἰς δρχ. ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχείον 8' ώς ἄνω τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν 'Εταιρείαν νὰ μεταφέρῃ εἰς 'Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμου εἰς δολλ. Η.Π.Α. ὑπὸ τὸν δρον δύον ὅτι:

1. Τοιοῦτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἔξαρκούσας.

2. 'Η 'Εταιρεία ἀδυνατεῖ νὰ διατηρήσῃ η νὰ αἰξήσῃ τὸν ὅγκον τῶν ἔγχωρων της ἐάν αὐτῇ ἀπήτει πληρωμὴν εἰς δολλ. Η.Π.Α. η ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμου εἰς δολλ. Η.Π.Α. εἰς ποσότητας διότι.

3. Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ τὴν χρηματοποίησιν τοιούτου συναλλάγματος οἰκονομικῶς δυ-

νατήν, δάσεις τῶν ἴσχουσῶν κατὰ τὸν χρόνον ἔκενον διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὡσπρότερος ὅτι ἡ κατοχὴ ἔνον συναλλάγματος εἰς τὸ ἐξωτερικὸν συμφώνως τῷ παρόντι ἀρθρῳ θὰ καθιστᾶται εἰς τὴν Ἐταιρείαν δυνατήν-τὴν κάλυψιν πλήρως, τῶν δάσεων τῆς παρούσης συμβάσεως εἰς συναλλαγματάπανων της, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἡ μισθωσέων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς δάσεις τῆς παρούσης συμβάσεως ἐργασίας αὐτῆς.

5. Διὰ τὴν ἐφαρμογὴν 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 ἐρμηνεύεται ὡς σημαίνοντα πᾶν ποσὸν δρχ. μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιπροδέσμων καὶ πληρωτῶν ὑποχρεώσεων τῆς Ἐταιρείας τῶν ἐπομένων τριάκοντα (30) ἡμερῶν εἰς δρχ. διὰ τὰς ἐγχωρίους ἀνάγκας τῆς ἐργασίας, στρεμματικῶν φόρων, φόρων, μισθωμάτων καὶ ὑπολοίπων εἰς δρχ. ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἐλλάδος θὰ δέτη εἰς διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζων ἡ προσώπων ἐξουσιοδοτημένων δι’ ἐνέργειαν πράξεων εἰς δρχ. καὶ ἔνον συναλλαγματάπανων διὰ δολλ. Η.Π.Α. ἡ ἄλλων μετατρεψίμων εἰς δολλ. Η.Π.Α. νομίσματων, τὸ ἀναγκαιοῦν εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δρχ. πλεονασμάτων. Τὸ τοιοῦτον ἔνον συναλλαγματάπανων διὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀμέσως καὶ ἀνευ καθιστερήσεως ὀπόταν ζητεῖται ἐπὶ τῇ δεεδαφεῖσταις τῆς Ἐταιρείας ὅτι ἡ αίτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δρχ. τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. Ἡ Ἐταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τραπέζαν τῆς Ἐλλάδος ἡ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἀδόματιάς καὶ μηνιαίως καταστάσεις ἀναγκαίας εἰς τὴν Τραπέζαν τῆς Ἐλλάδος ἡ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐκσαρίδωσιν διὰ τὴν Ἐταιρείας κατὰ τὴν ἀντίστοιχον περιόδον, ἀποτελεῖ μεταφορὰς δρχ. πλεονασμάτων κατὰ τοὺς δρους τῆς παρούσης συμβάσεως.

7. Ἐὰν ἡ Ἐταιρεία ρευστοποιήσῃ ἐν Ἐλλάδι οἰονδήποτε κινητὸν ἡ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Ἐλλάδι, ἡ Τράπεζα τῆς Ἐλλάδος θὰ δέτη ἀμέσως καὶ ἀνευ καθιστερήσεως εἰς τὴν διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζης ἡ μέσω ἐξουσιοδοτημένων νὰ ἐνεργῇ πράξεις εἰς δρχ. ἡ ἔνον συναλλαγματάπανων διὰ δολλ. Η.Π.Α. ἀντίστοιχον εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α. Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παρούσαν σύμβασιν ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συναλλαγματάπανων οἰασθήποτε Τραπέζης ἡ Πράκτορος νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ἔνον συναλλαγματάπανων εἰς τὴν διάθεσιν τῆς συναλλάγματος οὐχὶ ὀλιγάτερον εὐνοϊκὴν τῆς ἴσχουσῆς γενικῶς δι’ ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶν «πρὶμ» συναλλάγματος, ἐπιβαρύνσεις διαφορὰν ἐπὶ ἔλαττον (AGIOS) φόρους συναλλάγματος καὶ μεσιτείας οἰασθήποτε φύσεως τυχὸν ἐπιτρεπομένας ἡ ἐπιβαλλομένας παρὰ τοῦ Ἐλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἡ πωλήσεως συναλλάγματος δι’ ἐμπορικὰς ἐπιχειρήσεις.

8. Συμφωνεῖται περαιτέρω διὰ ἑὰν τὸ Ἐλληνικὸν Δημόσιον ἡθελεν νιοδετήσῃ σύστημα διαφορικῶν τιμῶν συναλλάγματος ἡ σύστημα πολλαπλῶν PRIMES ἐξχωρίων καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν διάθεσιν τῆς Ἐταιρείας θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ἔνον συναλλαγματάπανων δὲν θὰ εἶναι ἐπίσης ὀλιγάτερον εὐνοϊκὴ ἀπὸ τὸν σταθμικόμενον μέσον δρον (WEIGHTED AVERAGE) τῶν πραγματικῶν (EFFECTIVE) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἐσχωγῶν μεταλλευμάτων ἐξ Ἐλλάδος.

Τοιοῦτος σταθμιζόμενος μέσος δρος (WEIGHTED AVERAGE) θὰ ὑπολογίζηται ἀνευ καθιστερήσεως καὶ ἐν ἀνά-

κη ἐπὶ προσωρινῆς δάσεως καὶ ἡ τιμὴ θὰ κρατηται διὸν τὸ δυνατὸν τρέχουσα χρησιμοποιουμένων ὡς δάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἡ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἐξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν διεθνῶν καὶ λογαριασμῶν ἀτινα ἡ Ἐταιρεία τυχὸν τηρεῖ εἰς Ἐλληνικὸν νόμισμα, ἡ Ἐταιρεία διὰ τὰ λογιστικὰ διεθνία της μόνον θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας της, ἐπιβαρύνσεις καὶ ὑποχρεώσεις της ὡς καὶ τὰ εἰς ἔνον συναλλαγματάπανων διὸδά της τὰ προερχόμενα ἀπὸ πωλήσεις εἰς τὸ ἐξωτερικόν καὶ ἄλλας πηγάς, εἰς τὴν εἰς δρχ. ἀντιστοιχίαν των καὶ εἰς τιμὴν ὡς καθορίζεται αὐτη ἐν τῇ προηγουμένη πάρτηράφῳ 8 τοῦ παρόντος ἀρθρου, εἰς ἥν ἡ Ἐταιρεία δικαιοῦται νὰ ἀγοράζῃ δρχ. διὰ ἔνον συναλλαγματος τὴν ἡμέραν καθ’ ἥν ἐκάστη πράξης καταχωρίται νομίμως εἰς τὰ διεθνία τῆς Ἐταιρείας.

10. Εάν καὶ ὑπόταν ἡ Τράπεζα τῆς Ἐλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολλ. Η.Π.Α. αἱ τιμαὶ συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται ἐν παρ. 12 τοῦ ἀρθρου 12 ὡς καὶ ἐν τῇ ὡς ἄνω παρ. 9 τοῦ παρόντος ἀρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἐλληνικῆς ἡ ἔνον Τραπέζης τῆς ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἶναι αἱ τὰς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παρ. 8 τοῦ παρόντος ἀρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν, Ἀθήναις ἡ Νέα Ύσρη κατὰ τὸ τέλος τῆς ἐργασίου ἡμέρας διὰ τὴν ὅποιαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι’ ἄλλα ἔνα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσω Ἐλληνικῶν ἡ ἔνον Τραπέζων ἀμοιβαίων ἀποδεκτῶν ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου παρὰ τῆς Ἐταιρείας.

#### “Ἀρθρον 14.

Λοιπαὶ Ὑποχρεώσεις τῆς Ἐταιρείας.

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

2. Ἡ Ἐταιρεία θὰ ὑποβάλῃ εἰς διπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκδέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας της ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντων λεπτομερεῖς.

Ἐπειδηγματικὸν ὑλικὸν ὡς λ.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου, καὶ ὑδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τοὺς ίδιους αὐτῆς χώρους συμφωνουμένου ὅτι ἀρμόδιοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἐλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπειδηγματικὸν τοῦτο ὑλικόν. Ἐὰν τὸ Ἐλληνικὸν Δημόσιον ἐπιθυμοῦν γὰ λαμδάνη τοιοῦτον ἐπειδηγματικὸν ὑλικὸν δι’ ιδίαν αὐτοῦ χρῆσιν, ἡ Ἐταιρεία θὰ συμμορφοῦνται πρὸς τὸ αἰτημα τοῦτο ἐφ’ διὸν ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις τοιαύτας δαπάνας διὰ τὴν Ἐταιρείαν καὶ δὲν καθιστερεῖ ἡ ἐμποδίζει τὰς ἐργασίας της καθ’ οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν τοπικοῦ καὶ γενικού τοῦ τῆς Χώρας συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν Ὑπηρεσιῶν τοῦ Ἐλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διεσδόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ’ διλητην τὴν Ἐλλάδα, ἡ Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον εἰς διπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν της, περιλαμβανομένων τῶν πληροφοριῶν καὶ ἐρμηνειῶν ἀπὸ τὴν Ἐταιρείαν καὶ τοὺς διαιρούσας ἐργολάβους ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις ὅτι διληταὶ αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὡς καὶ τῆς ADA OIL COMPANY καὶ τῶν ὑπὸ τῆς Ἐταιρείας ἐλεγχομένων καὶ συνεργαζομένων Ἐταιρειῶν καὶ οἰονδήποτε συμπεράσματα κτώμενα 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 δεδομένα νοοῦνται τὰ κάτωθι:

α) Διὰ τὴν σεισμικὴν ἔρευναν:

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

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

3. Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ιδιαιτέρως δι' ἑκαστοντὸν συνεχῆ ὁρίζοντα χαρτῶν ίσοχρόνων καμπυλῶν (MAPS OF ISOCHRONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

4. Τεχνικαὶ ἐκθέσεις περὶ τῶν ἐπὶ τόπου τῶν ἔργων χρησιμοποιηθεισῶν μεθόδων.

β) Διὰ τὴν γεωτρητικὴν ἔρευναν:

1. Εθδομαδιαῖσιν δελτίον προύδου γεωτρητικῆς ἔργασίας.

2. Στρωματογραφικαὶ καὶ λιθογραφικαὶ τομαὶ τῶν γεωτρήσεων STRATIGRAPHICAL AND LITHOLOGICAL LOG OF DRILL—HOLES).

3. Συνεχὴς σειρὰ δειγμάτων τῶν γεωτρήσεων (CUTTINGS).

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις SCHLUMBERGER (THE DIFFERENT LOGGINGS).

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

1. Ἐγγραφὴ ἡλεκτρικῆς εἰδικῆς ἀντιστάσεως, (ELECTRICAL RESISTIVITY LOGGING).

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

3. Ἐγγραφὴ ἀκτίνων γ καὶ νετρονίων ( $\gamma$ —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 'Ὕπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγέσιν ὑπὲρ αὐτῆς δι' οἰσθήποτε φρέατα τὴν ἔναρξιν καὶ συμπλήρωσιν τῶν ἔργων τῆς γεωτρήσεως, η κατὰ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογενάρχαντων.

Η ὑποχρέωσις αὗτη εἶναι πρόσθιτος τῆς ὡς ἡνῶ ὑπὲρ στοιχείον 2 ὑποχρεώσεως ὑποθετικῶν τριμηνιαίων καὶ ἐτήσιων ακταστάσεων.

5. Οἰκονομικαὶ ἐκθέσεις τῆς Ἐταιρείας θὰ ὑποθέλλονται ὑπὸ τῆς Ἐταιρείας εἰς τὸ 'Ὕπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περιόδου.

Τὸ 'Ὕπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημέναι 'Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν κατὰ λογικὰ χρονικὰ διαστήματα μετὰ προηγουμένην εἰδοποίησιν τὰς ἐπισκόμους καταστάσεις καὶ διελίξις τῆς Ἐταιρείας κατὰ τρόπον ὅμως μὴ παρακαλέοντα τὰς ἔργασίας τῆς Ἐταιρείας, πρὸς τὸν συντὸν τῆς ἑεταίωσεως τῆς ἀκριβεῖας τῶν ἔγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ 'Ὕπουργείου Βιομηχανίας καὶ εἰδικῶτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν 'Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἔργασίας τῆς Ἐταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσι γνῶσιν τῶν λεπτομερειῶν τῆς προύδου τούτων. Αἱ ἐπισκέψεις αὕται θὰ λαμβάνουν γύρων κατὰ τρόπον ὅστε νὰ μὴ παρακαλέωνται αἱ τρέχουσαι ἔργασίαι τῆς Ἐταιρείας.

7. Ἐξαιρέσει γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ συνολικὸν ἔδρος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρέατων καὶ τὴν συνολικὴν περιστροφὴν κατὰ περιοχὴν τὸ Ἑλληνικὸν Δημοσίον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ δεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθέσιν καὶ ὑλικὸν διαβιβάζομενα ὑπὸ τῆς Ἐταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν η Ἐταιρεία

εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὡρισμένην τινὰ πληροφορίαν διὰ ἀπαλλάσσεται τοῦ τῆς ὑποχρεώσεως ταῦτης.

8. Κατ' ἐξάριστιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τῶν ἡ ἐπέρους σκοπούς, τὰ ἐπιστημονικὰ καὶ πληροφορίας παραχωρούμενας πρὸς τοῦτο ὑπὸ τῆς Ἐταιρείας τρία (3) ἔτη, μετὰ τὴν ληξίν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐν σχέσει πρὸς ὡρισμένην ἔρευνητικὴν περιοχὴν η παραχωρησία εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἡ ἀμέσως μετὰ τὴν ληξίν τῆς παρούσης συμβάσεως.

Ἡ Ἐταιρεία δὲν θὰ ἀργήσῃ ἀναιτίως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισιν τῆς διὰ τὴν δημοσίευσιν ἡ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσιεύσεως ἡ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένη φράσει καθοριζούμενων εἰδικῶν δικαιωμάτων ἐκ τῶν παρὰ τῆς Ἐταιρείας διθεισῶν πληροφοριῶν ἐὰν κατὰ τὴν κρίσιν τῆς Ἐταιρείας τοῦτο δύναται νὰ γίνῃ ἀνευ ζημίας τῶν συμφερόντων κατῆ.

"Αρθρον 15.

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

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ ἄνευ ἀποζημιώσεως τινὸς καὶ κατόπιν ἔγκρισεως τοῦ Ἑλληνικοῦ Δημοσίου ἐδάφους ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ ὑδατα καὶ λατομικοὺς χώρους μὴ μεμισθωμένους, ἀτινα εἰναι ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταῦτης ἔργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσι: κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐάν οἱ ἀναγκαῖοι εἰναις χρῶι: ἀνήκωσιν εἰς ἰδιώτας ἡ ἐτερανομικὰ πρόσωπα καὶ κατάληψις τούτων θὰ πραγματοποιήσῃ τοις τοῖς τοῖς τοῖς κειμένων νόμων.

2. Επιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιούσαι διὰ τὰς ἔρευνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ἔγενων ἴδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περικλειεούσων ὑπόγειας ὑδατα, ἐπιφανειακὰ ὑδατα ἡ πηγάδες, θὰ ἐνεργούνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ διπάναι τῆς Ἐταιρείας.

Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεων ὑπὲρ τῶν ἀναγκαιούσαις ἐκμεταλλεύσεως μεταλλείων δικτάξεις τοῦ μεταλλευτικοῦ Κώδικος ὡς καὶ αἱ λοιποὶ δικτάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων διναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν η εἰδικῶν Νόμων ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὄριζόμενα καὶ τὰς διατάξεις τῆς Νόμου 3948) 1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ιδιοκτῆται η κάτοικοι ὡριστικῶν η ἀστικῶν ἀκινήτων ὑποχρεούνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων μεταφορᾶς ὑδρογονανθράκων η καὶ δύο η ὑπόγειος τοποθέτησις δὲν εἴναι ἐφικτή η σκόπιμος, τὴν ἐπὶ τῆς ἐπικρατείας τῶν σωληνώσεων. Προσέτι οἱ αὐτοὶ ὡς τῶν ὑποχρεούνται νὰ ἀνέχωνται πᾶσαν ἐφαρμογῆς διὰ τὴν κατασκευήν, χρῆσιν, συντήρησιν η ἐπιτακτή τῶν σωληνώσεων τούτων. 'Ἐφ' ὅσον ἐκ τῆς ἀστικήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἐταιρείας ελάπτεται η ιδιοκτησία η τὰ δικαιώματα Δήμων, Κοινοτήτων, ιδιωτῶν, φυσικῶν η νομικῶν προσώπων ἐξαιρέσει τῆς ιδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἀποζημιώσις καθοριζούμενη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἐνάστοτε ισχυούσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἵσχουσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἐταιρείας τῆς σχετικῆς ἀποζημιώσεως καταβάλλομένης ὑπὸ ταῦτης.

Η Ἐταιρεία δικαιούνται προσέτι νὰ ποιήσῃ χρῆσιν τηρούσσα τὰς οἰκείας διατάξεις τοῦ A.N. 1540) 1938 ἀρθρον 12 καὶ τοῦ A.N. 2344) 1940 περὶ αἰγαλίου καὶ παραλίας καὶ παντὸς ἐτέρου διναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωῶν λιμένων, προκυμαῖσιν καὶ δρμῶν ἀναγκαιούσας διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων

καὶ τὴν σχετικὴν ἀποδήμευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τούτο ἔγκαταστάσεων τόσον ἐπὶ τῶν προθητῶν, προχυμάσιῶν καὶ δρμῶν ὅσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὅποιαν δὲν δὰ δύναται νὰ ἀρνηθῇ διὰ σοθιρῶν λόγων.

4. Καθυστερήσεις εἰς τὰς ἔργασίας τῆς Ἐταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων τῆς βάσει τῆς παρούσης συμβάσεως, διειλόμεναι εἰς ἑλλεψιν ἀπαραιτήτου διὰ τὰς ἔργασίας ἐνέργειας η ἀδείας οἰσαδήποτε Κρατικῆς Ἀρχῆς η τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσκούσης ἐνέργειας ἔχ μέρους τῆς Ἐταιρείας δὰ δεωρηθῆται ἀνωτέρας δια, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας διας.

"Αρθρον 16.

Χρησιμοποίησις ἔργολάθων.

1. Διὰ τὴν διεξαγωγὴν ἔργασιῶν τῆς Ἐταιρείας συμφώνως πρὸς τὴν παρούσην σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἔρευνῶν καὶ πασῶν ἐν γένει γεωτρήσεων, η Ἐταιρεία δὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ ἔργολάθους καὶ ὑπεργολάθους.

2. Τὸ πλῆρες κείμενον διων τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἔργολάθων καὶ ὑπεργολάθων, ὡς ἐν προηγουμένη παραγράφῳ 1, δὰ ἀνακοινωθῆται ὑπὸ τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἄρθρων 11 καὶ 17 τῆς παρούσης συμβάσεως δὰ ἐφαρμόζωνται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ἔργολάθων καὶ ὑπεργολάθων καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἄρθρου 13 τοῦ παρόντος δὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἔργολάθων καὶ ὑπεργολάθων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἔργολάθους ὑπὸ τῆς Ἐταιρείας κατὰ τὴν διάρκειαν οἰσαδήποτε διαχειριστικῆς περιόδου δὰ δεωρηθῆται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνων πρὸς τὰ ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως δικύομενα.

5. Η ἔκτελεσθεῖσα ὑπὸ τῶν ἔργολάθων καὶ ὑπεργολάθων τῆς Ἐταιρείας ἔργασία δὰ δεωρηθῆται ὡς ἔργασία ἔκτελεσθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἔννοιαν τῶν ἄρθρων 4 καὶ 6 τῆς παρούσης συμβάσεως. Η Ἐταιρεία ὑπέρχεις οὐχ ἡττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐδύνας.

"Αρθρον 17.

Ἀπασχόλησις Ἑλληνικοῦ καὶ ἔνου προσωπικοῦ.

1. Η Ἐταιρεία δὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ διὰ τὰς ἔργασίας τῆς ἐν Ἑλλάδι, διευθύνον τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ Ἑλλήνων ὑπηκόδων εἴτε περὶ ἀλλοδαπῶν, οἷον ἥδελεν κρίνει ἀναγκαῖον διὰ τὴν ἔκτελεσιν τῶν ἔργασιῶν τῆς.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεούται νὰ ἔγκρινῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἔργασίας καὶ ταξιδίων ἐν Ἑλλάδι: διὰ τὸ ὡς δινω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Η μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν δὰ ἀνακοινωθῆται 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 διαμονὴν 6 μηνῶν ἐν Ἑλλάδι, μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας δι' ἔργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ο φορολογητέος μισθὸς εἴτε καταβληθεῖς ἐν Ἑλλάδι εἰς δρχ. εἴτε εἰς τὸ ἔξωτερικὸν εἰς ξένον συνάλλαγμα δὰ εἶναι ἔκεινος ὁ ὄποιος δὰ φέρεται ὡς διαπάνη εἰς τὰ διεθνία τῆς Ἐταιρείας.

Ἐπὶ πλέον οἱ ὑπάλληλοι οὓτοι δὰ δικαιοῦνται τῶν προνομίων τοῦ N. 1413)1950 χυρώσαντος τὴν σύμβασιν μεταξὺ H.P.A. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Η κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι δὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας γοργηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἔργασίας.

Ἄπουσίαι εἰς Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμέρων ἔκαστοτε δὰ προστίθενται εἰς τὴν περίοδον τῶν ἑξ μη-

νῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἣς ὁ ἀλλοδαπὸς ὑπάλληλος δὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος.

Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας δὰ καταβάλῃ ἀπαντας τοὺς ἄλλους Ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ισχύουσαν ἔκαστοτε νομοδεσίαν.

4. Η Ἐταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλληνας ὑπαρχόντας διὰ πάσαν ἔργασίαν ἢ θέσιν εἰς τὴν ὅποιαν δὲν ἀπατεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πεῖρα.

Οι πρὸς τὰς ἔργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ἢ Ἐταιρεία δὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον ἀριθμὸν Ἑλλήνων τῶν ὅποιων εἰναι δυνατὴ ἢ ἔξυπρεστος ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἐταιρείας τὰ πρόσωπα ταῦτα εἰναι κατάλληλα διὰ τὴν ἔκτελεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἔργασιῶν.

5. Εν σχέσει πρὸς τὰ τυχὸν ἔργατικὰ ἀτυχήματα κατὰ τὴν διάρκειαν τῶν ἔργασιων συμφώνως τῇ παρούσῃ συμβάσει, η Ἐταιρεία εὐδύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τοῦ παρόντος. Επίσης η Ἐταιρεία κατὰ τὰς ἔργασίας γεωτρήσεως δρεῖται νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ισχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἑργασιῶν.

6. Η Ἐταιρεία δὰ ὑποχρεοῦται ἀμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἄρθρῳ 5 παρ. 1 καὶ 2, νὰ δέχεται πρὸς ἐκπαίδευσιν καθ' ἔκαστον ἔτος δύο ὑποψήφιούς ὃ εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὃ ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοούμενον δτι:

α) "Απασαι αἱ δαπάναι τῶν μαθητευομένων δὰ καταβάλλωνται ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου.

β) Τὸ πρόγραμμα ἐκπαίδευσεως δὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἔργασίας αἱ δὲ λεπτομέρειαι των δὰ καθορίζωνται ἔκαστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τῇ βάσει γενικῶν ὅδηγῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν δπως παρέχεται η δυνατότης εἰς τὸν μαθητευομένον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἔρευνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Η περίοδος ἐκπαίδευσεως δὰ εἶναι κανονικῆς διαρκείας δὲ μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας ἰκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Εἰς οὐδεμίαν περίπτωσιν δὰ ὑπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιού διὰ τὴν θέσιν τοῦ ὑπόδειγμέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου δὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἐταιρείας, ητις δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἔγκρισιν ἐάν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἔκτελεσιν τοῦ ἐπιδιωκομένου σκοποῦ. Η Ἐταιρεία δὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου ηδη ἔγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τὸν δικαίωμα τοῦ ὁνωρικούς. Εἰς ἀμφοτέρας δύμας τὰς ὡς ἀνω περιπτώσεις τὸ ἔξωτερον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

"Αρθρον 18.

Λογιστικὰ Βιβλία.

Τὰ λογιστικὰ βιβλία τῆς ἐπιχειρήσεως ἐν Ἑλλάδι δὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιδιωκμεῖ η Ἐταιρεία καὶ εἰς τὴν Ἀγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἔκαστοτε ἐν Ἑλλάδι ισχύοντος Κώδικος Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν δπως ἐκφράζῃ τὰ ἐκ τοῦ ἔξωτερικοῦ εἰσαχθήσομενα κεφάλαια καὶ τὰς δαπάνας της εἰς δολλ. Η.Π.Α. καὶ δπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ισολογισμοὺς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δηλώσεις δύμας τῆς Ἐταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς δὰ συντάσσονται εἰς δρχ. διὰ τῆς χρησιμοποιήσεως διὰ τὴν μετατροπὴν εἰς ξένων συνάλλαγμα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ξένων νομισμάτων τοῦ καθοριζομένου ἐν παρ. 8 καὶ 9 τοῦ ἄρθρου 13.

## \*Αρθρον 19.

Έλευθερία Διοικήσεως και Διαχειρίσεως.

Η Έταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ὅλοσχερῆ ἐλευθερίαν Διοικήσεως και Διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως.

Η Έταιρεία θὰ κέντηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατεύθυνη κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἔργασιῶν, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἔαυτῷ τὸ δικαίωμα δικαίων ἀνὰ πᾶσαν στιγμὴν κατὰ τὰς ὥρας ἔργασίας διὰ τῶν ἀρμόδιων ὄργάνων ἐλέγχου του ἐπιθεωρεῖ τὰς ἔργασίας, ἔγκαταστάσεις, θιδίας, ὡς καὶ τὰς καταστάσεις ἔργασιῶν τῆς Έταιρείας ἐν Ἑλλάδι ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἑξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δαπανῶν.

## \*Αρθρον 20.

Ἐπιστροφή.

1. Όποτεδήποτε κατὰ τὴν διάρκειαν τῆς ἴσχύος τῆς παρούσης συμβάσεως ἡ Έταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοδελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον διλας ἢ οἰονδήποτε τμῆμα μιᾶς ἢ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἑκείνην παρὰ τῆς Έταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις διτέ ἐὰν ἐπιστραφῇ τμῆμα μόνον ἐρευνητικῆς ἐκτάσεως τὸ τμῆμα τοῦτο δὲν θὰ εἴναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰστρήποτε στιγμὴν κατὰ τὴν διάρκειαν ἴσχύος τῆς παρούσης συμβάσεως ἡ Έταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἑκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰστρήποτε ἢ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν δις θὰ κατέχῃ κατὰ τὴν στιγμὴν ἑκείνην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἥν θὰ πραγματοποιηθῇ οἰστρήποτε ἑκουσία ἐπιστροφὴ κατὰ τὰς παρ. 1 καὶ 2 ἀνωτέρω, ἀπαντά τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Έταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασίν ἢ τμῆμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Έταιρεία θὰ ἔχῃ ἐκπληρώσεις ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασίν (ἢ τμῆμα αὐτῆς) ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασίν ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἀρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰστρήποτε τῶν περιόδων ἐτῶν τῶν ἀναφερομένων ἐν τῷ ἀρθρῷ τούτῳ (3) καθ' ἥν λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

## \*Αρθρον 21.

Πρόστιμα καὶ Ἐκπτωσις. Λύσις τῆς Συμβάσεως  
διὰ τῆς Λήξεως.

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν προβλέπεται εἰς τὴν παρούσαν σύμβασιν κατόπιν ἐγγράφου προειδοποήσεως τριάκοντα ἡμέρων νὰ ἐπιεάλῃ ὡς ποινὴν διὰ τὴν παράβασιν τῶν διορίων αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς Έταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν Έταιρείαν δυνάμενα νὰ ἀνέλθουν ἀπὸ δολλ. 1.000 μέχρι 5.000 δολλ. Η.Π.Α. δι' ἑκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως διτέ εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποήσεως τῆς Έταιρείας ὑπὸ τοῦ Δημοσίου, τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανούμενην παράβασιν θὰ δύναται γὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, διτέ 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 εἶναι αἱ ἀκόλουθοι:

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

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

γ) Μὴ συμμόρφωσις πρὸς ἀπόφασιν διαιτησίας ἐκδοθεῖσαν δάσει τοῦ ἀρθρου 6 παραγγραφος 4.

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

ε) Μὴ ίκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς ὥριζονται ἐν ἀρθρῳ 12.

στ) Μὴ συμμόρφωσις πρὸς τοὺς ἀφορῶντας μεταβιβάσεις δρους τοῦ ἀρθρου 23.

2. Η κατὰ τὴν παραγγραφον 1 ἐπιθειλὴ προστίμου θὰ γνωστοποιήσαι πάραυτα ἐγγράφως εἰς τὴν Έταιρείαν καὶ τὸ πρόστιμον θὰ καταβάληται ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποίησεως, ἐφ' ὅσον ἡ Έταιρεία δὲν ἔχει προβῆ εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς, ἐντὸς τῆς ἐλλείψης προστίμου τοῦ ἀρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ήσ τὸ ἐδάφιον (γ) τῆς παραγγάραφου 1 τοῦ παρόντος ἀρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐφ' ὅσον δὲτὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἡθελει δικαιωμάτῃ ἡ Έταιρεία, ἡ Έταιρεία θὰ δικαιούται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὴν Έταιρείαν τῆς τοιαύτης ὥριστηκῆς ἀποφάσεως, γὰ συμμόρφωδῇ πρὸς τεύτην, ἡ δὲ τοιαύτη συμμόρφωσίς τῆς ἐντὸς τῆς ὡς ἄνω περιόδου, θέλει καθιστᾷ τὴν ἐπιθειλὴν τοῦ προστίμου ἀκυρωτὸν καὶ μὴ οὖσαν.

Ἐκπτωσις:

3. Τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιοῦται κατόπιν ἐγγράφου προειδοποίησεως τριάκοντα ἡμερῶν νὰ κηρύξῃ τὴν Έταιρείαν ἐκπτωτον τῶν δικαιωμάτων της ἐκ τῆς παρούσης συμβάσεως, εἰς τὰς ὑποχρεώσεις:

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

β) Μὴ συμμόρφωσις πρὸς ὑριστικὰς ἀποφάσεις ἐκδοθεῖσας δικαιωμάτων προθετού προβλεπομένου ἐν ἀρθρῳ 26.

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

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλ. Η.Π.Α. 300.000 ἐντὸς τριμήνου ἀφ' ἦς ἡ ἐγγύησις αῦτη ἡθελει καταστῆ μικροτέρα τῶν δολλ. Η.Π.Α. 300.000 ἐξ οἰουδήποτε λόγου ὁφειλομένου εἰς πταῖσμα ἢ ἀμέλειαν τῆς Έταιρείας καὶ εἰς οἰστρήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως.

4. Η ἐκπτωσις, ὡς προβλέπεται ἐν παραγγάρᾳ 3 ἀνωτέρω, δυνατὸν νὰ ἀφορῇ εἴτε εἰς εἰδικαῖτα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Έταιρείας εἴτε μόνον εἰς εἰδικαῖτας ἐρευνητικὰς περιοχὰς ἢ παραχώρησις κατεχομένας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Έταιρείας ἀναλόγως τοῦ ἀνὴρ ἡ μὴ συμμόρφωσις εἰδικαῖτας ἐρευνητικὰς περιοχὰς ἢ παραχώρησις. Ἐν περιπτώσεις ὅλης τῆς έκπτωσεως εἰς τὴν Έταιρείας καὶ εἰς οἰστρήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως.

5. Η ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα, διτέ εἰς ή Έταιρεία θὰ ἐκπέσῃ ἐκ τινος ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς θὰ γνωστοποιήσαι πάραυτα εἰς τὴν Έταιρείαν καὶ ἡ ἐκπτωσις θὰ ἰσχύη μετὰ 90οντα ἡμέρας ἀπὸ τῆς γνωστοποίησεως, ὑπὸ τὸν δρον δμως διτέ εἰς ή Έταιρεία δὲν ἡρξατο ἐνεργειῶν καὶ δὲν συγεχίζει ταύτας ἀνευ καθιστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἀρχεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρη-

μένης προδεσμίας τῶν 90 ήμερῶν, ἢ δὲν κατέφυγεν εἰς διαιτήσιαν δυνάμει τοῦ ἄρθρου 26 ἐντὸς τῆς εἰρημένης περιόδου, ἔξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως τρὸς τὰ καθαρισθέντα ὑπὸ τῆς διαιτησίας χρονικά ὅρια τῆς προβλεπομένης ὑπὸ τοῦ ἑδαφίου (β) τῆς παραγγ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγή εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ισχὺν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαδικασίας διαιτησίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἥρθελε δικαιωμῆ ἢ Ἐταιρεία, ἢ Ἐταιρεία θὰ δικαιοῦται ἐντὸς τριάκοντα ήμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωμῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσίς τῆς ἐντὸς τῆς ὡς ἄνω περιόδου. Θέλει καθιστῷ τὴν αὔριξιν τῆς ἐκπτώσεως ἄκυρον καὶ μὴ οὖσαν.

6. Δι' ἐπιστολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ τῆς Βιομηχανίας εἰς ἕάρος τῆς Ἐταιρείας ἢ διὰ τὴν αὔριξιν ἀντῆς ἐκπτώτου ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας δικαιωμάτων της, ἀπαιτεῖται σύμφωνος γνώμη τοῦ Συμβούλου Μεταλλείων, κευρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἐταιρείαν ὅμοι μετὰ τῆς γνωστοποίησεως περὶ ἡδού παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου προειδοποιήσεις δέον νὰ πραγματοποιούνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ήμερομηνίας, καὶ ἡ τὸ Ἐλληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παρατάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις της.

#### Λῆξις:

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

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως ἢ διὰ λήξεως (παρ. 8 ἀνωτέρω) ἢ ἐκπτώσεως (παρ. 3, 4 καὶ 5 ἀνωτέρω) ἢ ἐπιστροφῆς (ἄρθρον 20), τὸ Ἐλληνικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀπόδημιώσεως ἢ οἰστρόποτε ἄλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπόθεσιν πάντως, ὅτι, πλὴν τῆς περιπτώσεως ὀλικῆς ἐκπτώσεως, ἀπασκολεῖται ἡ παρούσης συμβάσεως τῆς Ἐταιρείας καὶ συσσωρευμέσται μέχρι τῆς ήμερομηνίας λύσεως δέον νὰ ἔχουν ἐκπληρωθῆ ὑπὸ τῆς Ἐταιρείας περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναχρεούμενων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

#### Άρθρον 22.

#### Διάθεσις τῆς ιδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰστρόποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ παραγρήσεως πρὸς ἐκετάλλευσιν δι' οἰστρόποτε τῶν ἐν ἄρθρῳ 20 καὶ 21 τῆς παρούσης ἀναχρεούμενων λόγων. Ὡπαντα τὰ ἀνορυθμέντα παρὰ τῆς Ἐταιρείας φρέστα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἢ τμήματος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἐπὶ τῶν δοπίων ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας, εἴτε παραγόντων ὑδρογονανθράκων ἢ μὴ μετὰ τῶν κεφαλῶν φρεάτων (WELL HEAD) καὶ τῶν ὑποστήσεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέστα ταῦτα θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἐλληνικὸν Δημόσιον ἄνευ οὐδεμάδες ἀποζημιώσεως.

"Απαντα τὰ μὴ παραγωγικὰ φρέστα δέον νὰ κλεισθοῦν (PLUGGED), καταλλήλως ὑπὸ καὶ δι' ἔξόδων τῆς Ἐταιρείας, ἀπαντα δὲ τὰ στρώματα ὅπου δέον νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικὰ φρέστα θὰ παραδοθοῦν εἰς τὸ Ἐλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὄρον δύμας διὰ τῆς Ἐταιρείας, δικαιοῦνται γὰρ ἀναλάβῃ ἀπάστας τὰς ἐγκαταστάσιες της, παραγωγῆς, συγκεντρώσεως, ἀπομηκύνσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας, καὶ

ὑλικά, ἐφ' ὅσον τοῦτο δὲν παραβλάπτει ἢ θέτει ἐν κινδύνῳ τὰ φρέστα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀναφερούμενων, ἡ Ἐταιρεία δικαιοῦται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἰστρόποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰστρόποτε ἄλλα δικαιώματα, οἰστρόποτε φύσεως καὶ διληγόντης τὴν διάρκειαν τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἰστρόποτε τρόπον ληξίν ἢ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαιώματα εὑρηγότατοι εἶντος τὰς ισχύης τῶν ἐρευνητικῶν ἐκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν, ὑπὸ τῆς Ἐταιρείας.

3. Εἳσται ὅμως ἡ Ἐταιρεία ἐπιμυμῆ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰστρόποτε φύσεως, ἐκ τῶν εὐρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἀς ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας, τὸ Ἐλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιόματα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμήματος τῶν τοιαύτων κινητῶν ἢ ἀκίνητων εἰς τρέχουσαν ἐμπορίκην ἀξίσιαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ισχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἀς θὰ κατέχῃ ἡ Ἐταιρεία δάσει τὴν παρούσης συμβάσεως οὐδεμία πώλησις ἀκινήτων ἀνήκοντων τὴν Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν. θὰ ἐπιτρέπηται ἄνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου.

Ἐν περιπτώσει καθ' ἦν δὲν ἥμελε διοδή ἢ τοιαύτη ἔγκρισις ἢ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχεται ἄνευ οἰστρόποτε καταβολῆς, εἰς τὸ Ἐλληνικὸν Δημόσιον ἀμά τη λήξει τῆς ισχύος τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Εὖλον καθ' οἰστρόποτε στιγμὴν τῆς ισχύος τῆς παρούσης συμβάσεως ἢ ἀμά τη λήξει ταύτης ἡ Ἐταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προϊὸν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἐταιρείας κατὰ τὴν ήμέραν τῆς πωλήσεως (τῆς ἀποσθέσεως ὑπολογισθείσης) δάσει τοῦ ἐπισυναποτομένου πίν. B) ἢ τυχὸν διαφορά:

— Εἴτε θὰ προστίθεται εἰς τὰ ἀκαδημάτων τὰ σοδα τῆς Ἐταιρείας τὰ προερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, διαρκούσης τῆς διασχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἢ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θὰ θεωρηται πρὸς τὸν σκοπὸν τῆς ἐπιθολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως ὡς ἀκαδημάτων τοῦ σοδα:

— Εἴτε θὰ ἀφαιρήσαι τὸν σοδα τοῦ περιουσιακοῦ τοῦ προερχόμενος τῆς πωλήσεως ὑδρογονανθράκων, τῶν μηνημονευμένων ἐν ἄρθρῳ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διασχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπιτρέπεται τὸ πρῶτον ἀκαδημάτων εἰσπράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

— Αντιτέλλεται, ἐὰν καὶ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου, ὑπολείπωνται τῆς προερχόμενος τῆς πωλήσεως, διαρκούσης τῆς διασχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἢ πώλησις, ὡς εἰδικώτερον καθαρίστων εἰσπράξεις εἴτε τῆς πωλήσεως ὑδρογονανθράκων.

6. Εὖλον ἡ Ἐταιρεία διατηρήσει περιουσιακὰ στοιχεῖα ἐν 'Ἐλλάδι: ἡ ἀλλαχοῦ κινητὰ ἢ ἀκίνητα δύο εἰσέτι ἔτη μετὰ τὴν λήξιν τῆς συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἐταιρείας, τὸ προϊὸν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διατίθεται ἐξ ίσου μεταξὺ τοῦ 'Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, νοούμενου διτοῦ τὸ ρευστοποιημένον μερίδιον τῆς Ἐταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων, ἐμμέσων ἢ ἀμέσων οἰστρόποτε φύσεως ἢ οἰουδήποτε εἰδούς, τελῶν, δασμῶν, κρατήσεων ἢ συγεισφορῶν ἢ εἰδικῶν φορολογιῶν τακτικῶν ἢ ἐκτάκτων δι' ὥρισμάν

αποκόπων ύπερ του Έλληνικού Δημοσίου, ή οιασδήποτε Έλληνικής άρχης ή Νομικού Προσώπου και γενικώς οιασδήποτε τρίτου.

7. Πάν ποσόν δραχμῶν ἀποκτηθὲν παρὰ τῆς Εταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Έλλάδι κινητῶν η ἀκινήτων σύντης καὶ οιωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως συμφώνως τῇ παρ. 2 τοῦ παρόντος ἄρθρου θὰ μετατρέπηται εἰς δολλ. Η.Π.Α. εἰς τὴν τιμὴν καὶ υπὸ τοὺς δρους τοῦ ἄρθρου 13.

### Άρθρον 23.

#### Μεταβιβάσεις.

1. Η Εταιρεία δικαιοῦται νὰ ἐκχωρῇ τὴν παρούσαν σύμβασιν ἐν διλφ η ἐν μέρει καὶ νὰ μεταβιβάσῃ πάντα τὰ ἐκ ταύτης δικαιωμάτων τῆς ὑπὸ δρους συμφωνούντων ἐλευθέρων παρ' αὐτῆς:

α) Εἰς ἑτέραν Εταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας, η.

β) Εἰς ἑτέραν Εταιρείαν ἐλεγχομένην παρὰ τῆς ADA OIL EXPLORATION CORPORATION η ὑπὸ ἑτέρας Εταιρείας ἐλεγχομένης ὑπὸ τῆς ADA OIL EXPLORATION CORPORATION, η.

γ) Εἰς μίαν η πλείονας Εταιρείας (PARTNERSHIP) συσταθησούμενας κατὰ τὸ δίκαιον μιᾶς τῶν πολιτειῶν τῶν Η.Π.Α. εἰς ἀς θέλει σκηματέχει, ώς ὁμόρρυθμος ἐταῖρος η ADA OIL EXPLORATION CORPORATION. Η ἐν λόγῳ Εταιρεία θὰ ὑπόκειται ως αὐτοτέλες νομικὸν πρόσωπον εἰς φυρολόγησιν ἀποκλειστικῶς κατὰ τὸ ἄρθρον 10 τῆς παρούσης καὶ ὑπὸ τὴν ἑκεὶ κλίμακα τῶν κατ' ίδιαν συνεταίρων τῆς συγχανόντων ἀπασῶν τῶν κατὰ τὴν παράγρ. 4 τοῦ αὐτοῦ ἄρθρου ἀπαλλαγῶν καὶ μὴ δυναμένων νὰ θεωρηθοῦν διτι κέκτηται ἐγκατάστασιν ἐν Έλλάδι ἐκ τῆς ἐν αὐτῇ δραστηριότητος τῆς Εταιρείας.

δ) Εἰς οιονδήποτε ἔτερον τρίτον ἐν τοιαύτῃ διμοσίᾳ περιπτώσει μόνον κατόπιν προτηρούμενης ἐγγράφου ἐγκρίσεως τοῦ Υπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ητίς κρίσις θὰ διατηροῦν οιασδήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οιονδήποτε τῶν δρων τῆς παρούσης συμβάσεως ὑπὸ ἑκατέρου τῶν δυματαλλούμενων καὶ θὰ δώσουν ἀμφότεροι πλήρη καὶ ἀνεπιφύλακτον ἐγγράφων ἀπαλλαγήν.

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

3. Εν περιπτώσει μεταβιβάσεως κατὰ τὰ ως ἀνω ἐν παρ. 1 ἑδ. (α), (β) καὶ (γ) ἀνωτέρω καθορίζομενα η Εταιρεία θὰ παραμένῃ ὑπεύθυνος ἔναντι τοῦ Έλληνικού Δημοσίου ἀλληλεγγύως καὶ εἰς διόκλητον μετὰ τοῦ ἐκδοχέως διὰ τὴν ἐκπλήρωσιν τῶν δρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

### Άρθρον 24.

#### Ἐφαρμοζόμενοι Νόμοι.

1. Η Ελληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Εταιρείαν ὅτι οὐδεὶς γενικὸς η εἰδικὸν Νόμος, οὐδὲν διοικητικὸν μέτρον θέλει λύσει η καθ' οιονδήποτε τρόπον τροποποιήσει τὴν παρούσαν συμβάσιν ἀνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Εταιρείας.

2. Η Εταιρεία καὶ αἱ ἐργασίαι της καὶ η περιουσία της ἐν Έλλάδι διέπονται ὑπὸ τῶν ἑκάστοτε ἰσχύοντων Ελληνικῶν Νόμων καὶ Κανονισμῶν πάντως διμοσίων μόνον μέχρι τοῦ σημείου κατὰ τὸ δόκιον δὲν ἔρχονται εἰς σύγκρουσιν πρὸς τοὺς δρους καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

3. Εν περιπτώσει συγκρύσεως σημειερινῆς η καὶ μελλοντικῆς θὰ κατισχύουν οἱ δροι καὶ συμφωνίαι τῆς παρούσης, αἱ δὲ διαιτάξεις τῶν ως ἀνω Νόμων καὶ Κανονισμῶν αἱ συγκρύσμεναι μὲ τοὺς δρους καὶ συμφωνιῶν τῆς παρούσης δὲν θὰ ἔχουν ἴσχυν δισον ἀφορῇ τὴν Εταιρείαν, τὰς ἐργασίας της καὶ τὴν ἐν Έλλάδι περιουσίαν αὐτῆς.

### Άρθρον 25.

#### Ἀνωτέρω Βία.

1. Περάλειψις τῆς Εταιρείας διπως ἐκπληρώση οιανδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρέωσεων, δὲν θὰ

παρέγγη τὸ δικαίωμα εἰς ἔγερσιν οιασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρηται παράδεισις τῆς παρούσης συμβάσεως, ἐφ' ὅτον η ὡς ἀνω παράλειψις ὑσείλεται εἰς ἀνωτέρων βίαν. Ο δρος ούτος θὰ περιλαμβάνῃ ἀλλ' οὐχὶ περιοριστικῶς πράξεις τοῦ ἐχθροῦ, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαία γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταρχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οιανδήποτε κυβερνητικὴν πράξιν η πράξεις η οιασδήποτε Ελληνικῆς Αρχῆς η Ἑγένης Κυβερνήσεως καὶ πᾶσαν ἑτέρων ἀπρόβλεπτον περίπτωσιν η ἐνέργειαν διαφεύγουσαν τὸν ἐλεγχον τῆς Εταιρείας. Εφ' ούσι συνεπείζ τοιαύτης ἀνωτέρων.

2. Εὰν η κατάστασις αὗτη ἀνωτέρας βίας οὐφειλομένη εἰς μίαν η εἰς περισσοτέρας αἵτιας συνεχισθῆ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, η Εταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὧφελείᾳ τοῦ Έλληνικού Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς τοιαύτης καθομοτήσεως θὰ προστίθεται εἰς τὰς προδεσμίας τὰς προβλεπομένας διὰ τὴν παρούσης συμβάσεως, διότε καὶ ἀπασῶν τῶν ὑποχρέωσεών τῆς ἐν τῆς παρούσης συμβάσεως πρὸς ἀσκησιν δικαιωμάτων.

Ἐπὶ τῇ τοιαύτη παραιτήσει η Εταιρεία θὰ ἀπαλλάσσηται πασῶν τῶν ὑποχρέωσεών της πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ Έλληνικὸν Δημόσιον, ώς καὶ η Εταιρεία δὲν θὰ διατηροῦν οιασδήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οιονδήποτε τῶν δρων τῆς παρούσης συμβάσεως ὑπὸ ἑκατέρου τῶν δυματαλλούμενων καὶ θὰ δώσουν ἀμφότεροι πλήρη καὶ ἀνεπιφύλακτον ἐγγράφων ἀπαλλαγήν.

### Άρθρον 26.

#### Διαιτησία.

1. Εξαιρέσει τῶν ἐν παραγράφῳ 2 τοῦ παρόντος ἄρθρου ἀναφερομένων πάσα μεταξὺ τοῦ Έλληνικοῦ Δημοσίου καὶ τῆς Εταιρείας διαφωνία ἀφορώσα τὴν παρούσαν συμβάσιν θὰ λύεται ἀποκλειστικῶς διὰ διαιτησίας κατὰ τὰ ἐν ἄρθρῳ 28 τοῦ Νόμου 3948) 1959 «περὶ ἀναζήτησεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων».

2. Προκειμένου διμοσίου περὶ ἐπιειδοῦς τῆς ποινῆς τῆς ἐκπτώσεως ώς ἐν ἄρθρῳ 21 διέκινεται, η ἀμφισθητήσεων ἀφορώσων διαφοράν, διένεξιν η διχωνίαν, ώς πρὸς τὴν ἐργητεῖν καὶ ἐφαρμογὴν τῶν δρων τῆς συμβάσεως, αἵτιας δύνανται νὰ συνεπάρωνται τὴν ποινὴν τῆς ἐκπτώσεως, ώς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰς ἄρθρων 3, 4, 6, 12 καὶ 13 η διαιτησία διεξάγεται κατὰ τὸν ἐπόμενον τρόπον.

Ο αἵτιας τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιούμενου πρὸς τὸν ἔτερον συμβαλλόμενον καθορίζει ἀκριβῶς τὰ δέματα διενέξεως η διαφωνίας καὶ διέκινει τὸν διαιτητὸν αὐτοῦ, καλῶν καὶ τὸν ἔτερον συμβαλλόμενον διπως προῃδεῖ τὸν διευτέρου διαιτητοῦ.

Ο πρὸς διμοσίου διμοσίου οιτοίησις ἀντισυμβαλλόμενος ὑποχρεοῦται ἐντὸς προδεσμίας εἰκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως πρὸς αὐτὸν τῆς αἵτιας διαιτησίας δι' ἐγγράφου κοινοποιήσεως διπως διρήση τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προδεσμίας ταύτης τὸν δευτέρον διαιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεμνούς Διαχρονικῆς Δικαστηρίου τῆς Χάγης τῇ αἵτησι τοῦ ἐπιπεδούντος τὴν διαιτησίαν.

Οι διαιτησίες διαιτηται ὑποχρεοῦνται διπως, ἐντὸς εἰκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διαιτησμοῦ τοῦ διαιτητοῦ, ἐκλεῖσοι κοινῆ συμφωνίᾳ τὸν τρίτον διαιτητήν, διστις θὰ είναι Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν Διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ η παρελθούσης ὑπράκτου τῆς πρὸς διαιτησμὸν αὐτοῦ προδεσμίας. διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεμνούς Διαχρονικῆς Δικαστηρίου τῆς Χάγης, κατόπιν αἵτιας τῶν διαιτητῶν η τοῦ ἐνὸς τούτων.

Οι διαιτηται διείλουσιν διπως ἐντὸς προδεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διαιτησμοῦ πρὸς τὸν τρίτον διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Η προδεσμία αὕτη

δύναται νὰ παραταθῆ κοινῇ συμφωνίᾳ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς Εταιρείας.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται δπως ἀκολουθήσωσι τυπικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Διαιτοῦνται δπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διαιτάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὅψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

'Ἐν περίπτωσι ἀρνήσεως ἡ κωλύματος τινὸς τῶν διαιτητῶν δπως συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τηρημέσιαν διὰ τὸν διορισμὸν του διαιτηκού. Εἰς τὴν περίπτωσιν ταύτην ἡ προδεσμία πρὸς ἔκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἔκδηλωσεως τοῦ κωλύματος ἡ τῆς ἀρνήσεως, θεσμούμενης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἡ ἀρνουμένου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

'Ἡ ἀρνησις τινὸς τῶν διαιτητῶν δπως ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

'Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὁριστική, τελεστίδικος καὶ ἀμετάλλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἡ ἔκτακτον ἔνδικον μέσον.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ συνήθης ἀποζημίωσις τῶν διαιτητῶν καθορίζομενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως διαρύνουσι τὸν ἡττώμενον ἐν τῇ διαιτηκασίᾳ διάδικον.

#### Άρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ 'Ελληνικοῦ Δημοσίου.

'Ἐφ' ὅσον ἡ Εταιρεία θὰ χρησιμοποιεῖ συνεχῶς Ἰδιοκτησίαν κινητὴν ἡ ἀκίνητον τοῦ 'Ελληνικοῦ Δημοσίου:

α) Συνεπείᾳ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἄρθρῳ 15 ὁρίζομενα.

β) Βάσει τῶν ἑτέρων διαιτᾶσεων τοῦ ἄρθρου 15 ἡ

γ) Βάσει οἰαδήποτε συμφωνίας μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς Εταιρείας συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Εταιρείας, ἡ Εταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελήται διὰ τὴν ίδιοκτησίαν ταύτην ὡς ἐὰν ἦτο ἡ ίδια ίδιοκτήτρια καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ 'Ελληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰουδήποτε τρίτου.

#### Άρθρον 28.

Εὔθυνη 'Ελληνικοῦ Δημοσίου ἐπὶ ὑπάρξεις Δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

Τὸ 'Ελληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος διὰ οὐδὲν ἔτερον νόμιμον δικαιώματα ἡ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῶς ἐρευνητικῆς περιοχῆς ὡς ὅριζεται ἐν ἄρθρῳ 1, ἐὰν δὲ ἥθελεν ἀξιωθῆ τοιοῦτον δικαιώματα, τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Εταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Εταιρείας ἔναντι τοιούτων ἀπαιτήσεων. 'Ἐὰν ἐν τούτοις οἰουδήποτε τρίτος ἥθελεν ἐπιτυχῶς διεκδικήσῃ δικαιώματα τι κατὰ τῆς Εταιρείας ἡ ἥθελεν ἀναγνωρισθῆ ὁριστικῶς καὶ τελεσιδίκως οἰουδήποτε τοιοῦτον δικαιώματος δι' ἀποφάσεων 'Ελληνικοῦ Δικαστηρίου, ἡ Εταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ καταγγείλῃ τὴν παρούσαν συμφωνίαν ἀπαλλασσομένη οἰουδήποτε διὰ ταύτης ὑποχρέωσεως τῆς τὸ δὲ 'Ελληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Εταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς διὰ τῆς παρούσης συμβάσεως μέχρι τῆς τοιούτης λύσεως.

#### Άρθρον 29.

Ἐγγύησις.

1. Ἡ Εταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ 'Ελληνικὸν Δημόσιον (Γενικὴν Δ) γνιν Μεταλλείων τοῦ 'Υπουργείου Βιομηχανίας) ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἀπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι, διὰ ποσὸν δολ. Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὕτη ἀπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἔκταλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑπο-

χρεώσεις τῆς Εταιρείας, τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ 'Ελληνικὸν Δημόσιον διὰ περίοδον πέντε ἑταῖρων ἀπὸ τῆς ισχύος τῆς συμβάσεως, ἡ δὲ Εταιρεία θὰ ὑποχρεοῦται ἀνεψιαίστης εἰδοποιήσεως νὰ ἀναγεννηθῇ πενταετίαν τούλαχιστον αὐτὴν τὴν ἐγγύησιν κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ισχύος τῆς συμβάσεως καὶ μέχρι λήξεως ταύτης. Θὰ μία νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ 'Ελληνικὸν Δημόσιον ὑπὸ μιᾶς ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι τούλαχιστον δύο μηνας πρὸ τῆς ἐκπνοής τῆς ισχύοντος ἐγγυητικῆς ἐπιστολῆς ἡ παρούσα συμβάσις θὰ λήγῃ κατὰ τὴν ημερομηνίαν λήξεως τῆς ισχύοντος ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν δλω ἡ ἐν μέρει διὰ ποσὰ ὅριστικῶς πληρωτέα παρὰ τῆς Εταιρείας, κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἕνα μῆνα ἀφ' ἡς ταῦτα κατέστησαν ὅριστικῶς πληρωτέα.

Ἐὰν δι' οἰουδήποτε λόγου τὸ ἀρχικὸν ποσὸν τῆς ἐγγυητικῆς σεως ἥθελε καταστῆ κατωτέρον τῶν Δολ. 300.000, ἡ Εταιρεία ὑποχρεοῦται νὰ συμπληρῷ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ημερομηνίας κατὰ τὴν ὧδον αὐτὴ κατέστη μικροτέρα τῶν δολ. 300.000, ἐπὶ τῆς ποινῆς της προβλεπομένη διὰ ἑδαφίου (δ) τῆς παραγράφου 3 τοῦ ἄρθρου 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἀνώ δρους καὶ ἐν περιπτώσει καθ' ἥν ἥθελε λάβει χώρων ἐκχώρησις κατ' ἐφαρμογὴν τοῦ ἄρθρου 23 παρ. 1 ἐδ. (α) καὶ (β) τῆς παρούσης συμβάσεως.

2. Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθιστᾷ ἀνισχυρὸν τὴν παρούσαν σύμβασιν ἥτις καὶ θὰ θεωρηται ως οὐδέποτε γενομένη.

#### Άρθρον 30.

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

Ἡ παρούσα σύμβασις ως καὶ αἱ κατὰ τὸ ἄρθρον 23 τοῦ παρόντος μεταβείσεις ἀπαλλάσσονται δυνάμει τοῦ ἄρθρου 27 τοῦ Νόμου 3948) 1959 τῶν τελῶν χαρτοσήμου καὶ πάσης φύσεως ὑπέρ τοῦ Δημοσίου καὶ τρίτων εἰσφορῶν δικαιωμάτων καὶ λοιπῶν ἐπιθερύνσεων.

#### Άρθρον 31.

Ἄρχη ἰσχύος τῆς παρούσης.

1. Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἄρθρῳ 29 ἐγγυητικῆς καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς 'Εξουσίας μεδ' ἥν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ισχύος τοῦ κυροῦντος ταύτην Νόμου, ἄρχεται ἡ λογίς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παρούσα σύμβασις ἥθελε καρωθῆ μὲ τροποποιήσεις ἡ Εταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαιώματα νὰ ἀποστῇ δλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. 'Ὑποχρεοῦται δημως αὐτὴν νὰ δηλώσῃ ἐγγράφως διὰ δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἥμερῶν ἀπὸ τῆς εἰς τὴν 'Εφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυροῦντος τὴν σύμβασιν ως ἐτροποτοιήθη.

'Ἐν περιπτώσει καθ' ἥν τοιούτη ἀποδοχὴ δὲν ὑπελήφθη ἐμπροθέσμως ἡ Εταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιούτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς ἐξουσίας τῶν δρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπρόκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας, ἡ ισχύς τῆς συμβάσεως ἄρχεται ἀπὸ τῆς λήξεως τῆς ως ἀνωτέρω τριακονθημέρου προθεσμίας.

#### Άρθρον 32.

Κοινοποίησις.

Πᾶσα κοινοποίησις τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν Εταιρείαν καὶ ἀντιστρόφως, διὰ τῆς παρούσης συμβάσεως, ἵνα ἡ ἔγκυρος δέον γά γίνηται ἐπὶ ἀποδείξει ἥ διὰ συστημένου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ νὰ ἀπευθύνεται:

α) Διὰ τὰς κοινοποίησις τῆς Εταιρείας πρὸς τὸ 'Ελληνικὸν Δημόσιον: Εἰς 'Υπουργείον Βιομηχανίας

Γενικὴν Διεύθυνσιν Μεταλλείων

Αθηναϊ, 'Ελλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν ADA OIL EXPLORATION CORPORATION φροντίδι τοῦ Σωκράτους Βεκρῆ, 'Οδὸς Φιλελλήνων ἀρ. 19 —SOCRATES VEKRIS, FILELLINON 19, ATHENS (118) GREECE, δυτικέσταται ἀντίκλητος τῆς 'Εταιρείας ἐν Ἑλλάδι.

Ἐν ἀνακλήσει τοῦ ὡς ἄνω ἀντικλήτου ἡ 'Εταιρεία ὑποχρεοῦται γὰρ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνοματεπώνυμον καὶ τὴν Δ)γσιν τοῦ νέου ἀντικλήτου, δύστις δέοντα εἶναι κάτοικος Ἀθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρῳ ἀντικλήτον.

\*Αρθρον 33.

'Επιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

Ἡ ADA OIL EXPLORATION CORPORATION, δηλοῦ διτὶ ὁ μόνος μέτοχος ταύτης ἡτοι ἡ ADA OIL COMPANY κατὰ πρωτοβουλίαν τῆς δύοις ὥργανων ἔλαβε πλήρη γνῶσιν τῶν ὅρων τῆς παρούσης συμβάσεως.

Δι' ἴδιαιτέρως ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς σχέδιον ἐπιστολῆς ταύτης καταρτισθέντες παρὰ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων, ἡ ADA OIL COMPANY ἀναλαμβάνει τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, ὅπως ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως δὰ Nόμου γὰρ παράσχῃ καθ' ὅλην τὴν διάρκειαν τῆς ίσχύος τῆς παρούσης συμβάσεως, εἰς τὴν ADA OIL EXPLORATION CORPORATION, ἡ ἐν περιπτώσει μεταβιβάσεως εἰς τό, κατὰ τὰ ἐν ἀρθρῷ 23 παρ. 1 ἐδ. (α), (β) καὶ (γ) τῆς παρούσης συμβάσεως, καθοριζόμενον πρόσωπον πρὸς ὃ ἡ μεταβίβασις. πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοηθείαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς παρούσης συμβάσεως, καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἔναντι τοῦ 'Ελληνικοῦ Δημοσίου ὑποχρεώσεων τῆς κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἄνω σχεδίῳ τῆς ἐπιστολῆς, ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη ADA OIL EXPLORATION CORPORATION ἀναλαμβάνει τὴν ὑποχρέωσιν διπλῶς παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον, ('Ὑπουργεῖον Βιομηχανίας, Γεν. Δ)νσις Μεταλλείων) τὴν ἐπιστολὴν ταύτην, ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου ἡ παρούσα σύμβασις θὰ θεωρηται: ὡς ἀκυρος μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφείσα.

\*Αρθρον 34.

'Εφαρμογὴ τοῦ N. Δ. 2687)1953.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχῃ πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἀρθρῷ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ N. Δ. 2687)1953 «περὶ Ἐπενδύσεως καὶ Προστασίας κεφαλαίων Ἐξωτερικοῦ» προελεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα πάσης φύσεως καὶ μορφῆς κεφαλαία τὰ χρήσιμα ἡ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπὸ αὐτοῦ ὁρίζομένην διαδικασίαν.

\*Αρθρον 35.

Καταθολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ χρηματικὰς καταθολὰς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς 'Εταιρείας κατὰ τὸν δρους τῆς παρούσης συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἀλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν.

Τυχὸν προσφυγὴ τῆς 'Εταιρείας εἰς διαιτησίαν ἐντὸς τοῦ ὡς ἀνω μηνός, κατὰ τὰς διαιτάξεις τοῦ ἀρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταθολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἓνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν 'Εταιρείαν τῆς σχετικῆς ὁριστικῆς διαιτητικῆς ἀποφάσεως.

\*Αρθρον 36.

Καλὴ ἐκτέλεσις Συμβάσεως.

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν, δέοντα πρωταρχίας διέπωνται ὑπὸ πνεύματος ἀρμονικῆς συνεργασίας καθ' ὅλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Τὰ συμβαλλόμενα μέρη φητῶς συμφωνοῦν διτὶ αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρέωσεις αὐτῶν κατὰ τὰς ἐργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν τῆς Νήσου Λήμου, διτὶ ἡ παρούσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ διτὶ δὲν ὑφίστανται ἔτεραι γραπταὶ ἡ προφορικαὶ συμφωνίαι πέραν τῶν ὅρων τῆς παρούσης συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω διτὶ θὰ παραμένουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυγάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἡ κατασταθῶσιν εἰμήν κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφθησομένης ἐγγράφως καὶ ὑπυγραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

\*Αρθρον 37.

'Εγκυρότης Κειμένων.

Ἡ παρούσα σύμβασις συνετάγῃ εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἵστης ίσχύος.

Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ 'Εταιρεία ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παρούσαν σύμβασιν.

\*Ἐν Ἀδήναις τῇ 19 Δεκεμβρίου 1969

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργός Βιομηχανίας

Διὰ τὴν ADA OIL EXPLORATION CORPORATION

E. J. ATHENS

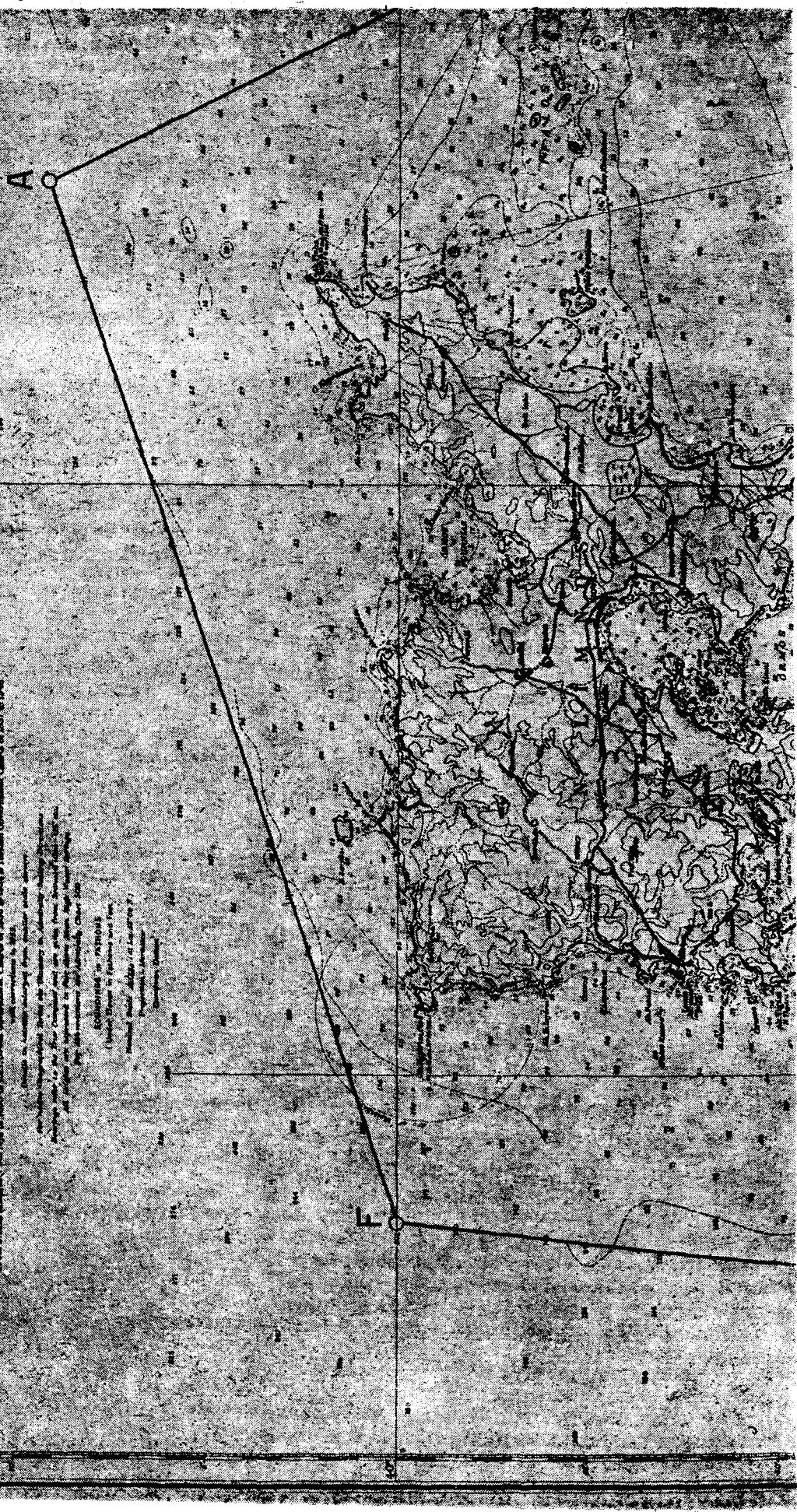
Εἰδικὸς Ἐκπρόσωπος

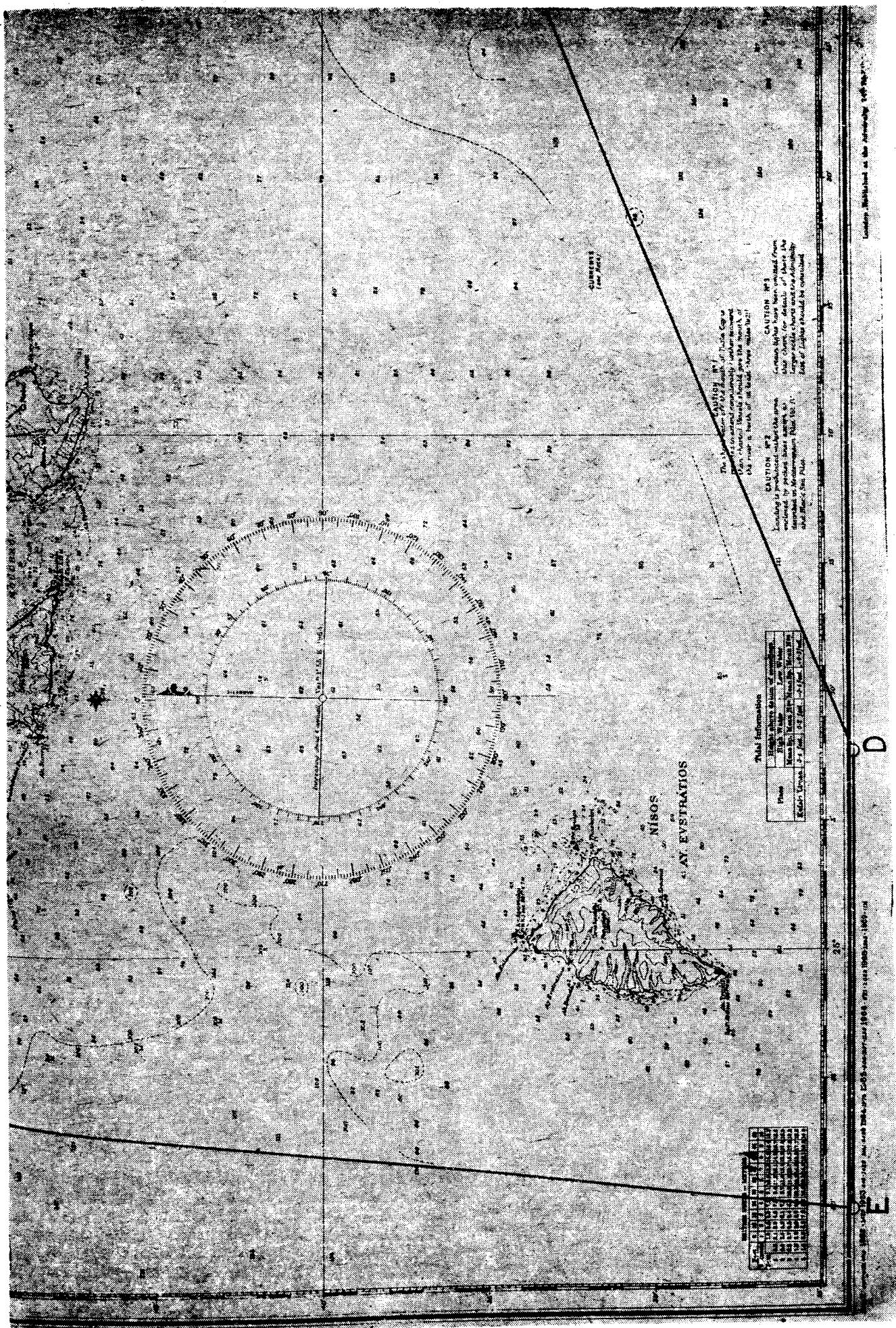
ADA-OIL EXPLORATION CORPORATION-HOUSTON TEXAS USA 1969

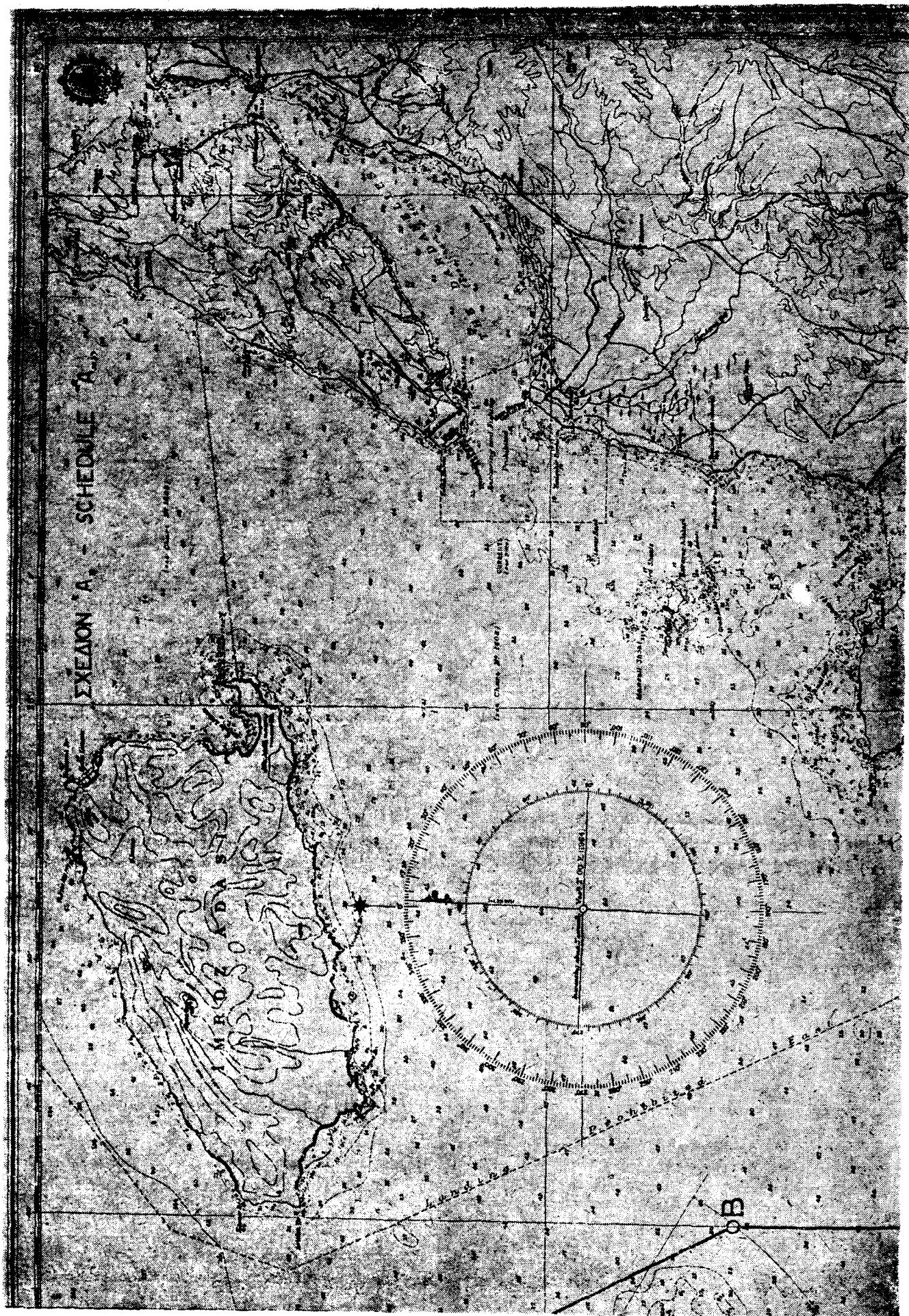
PROTON PLANET SEA AEGEAN SEA

MÍSOS LIMNOS 10  
THE BARDANELLES AND BABA BURNU

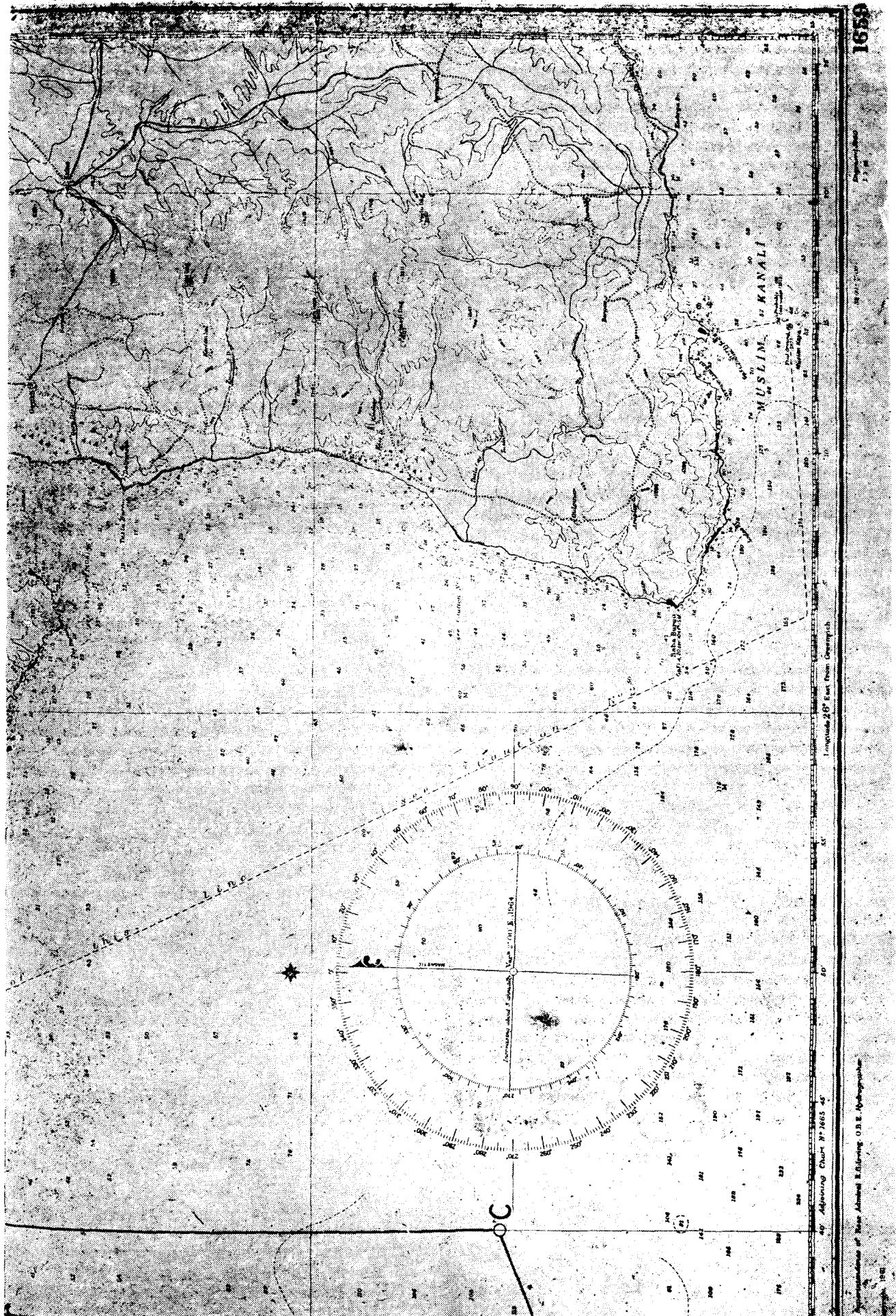
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Chart No. 10000  
Date 1969







1659



## Π Ι Ν Α Ε Β'

Κόστος — Έξοδα — Βάρη.

1. Τὰ στοιχεία τοῦ κόστους, ἔξοδα καὶ βάρη τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 10 τῆς συμβάσεως εἰς ἣν προσαρτάται (ό παρὸν) ἔχουν ως ἀκολούθως:

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

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

γ) Ἀποσθέτεις πρὸς εἶκοσι τοῖς ἑκατὸν (200)ο ἥκτος, τεῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ώς π.χ. ἀξία ἀγορᾶς γεωτρυτάνου) καὶ ἀποσθέτεις τριάκοντα τρία καὶ ἐν τρίτον τοῖς ἑκατὸν (331)30ο ἥκτος τῶν δαπανῶν, αἵτινες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν Ἐνεργητικοῦ (ώς π.χ. ἔξοδος διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἔρευνῶν).

Η ἀπόσθετεις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 50ο ἥκτος ἥ δὲ δι' ἀγωγοὺς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 100ο ἥκτος. Τυχὸν εὐνοϊκῶτερα ποσοστὰ ἀπόσθετεις η ἀλλα φορολογικὰ κίνητρα ἴσχυντα η εἰς τὸ μέλλον παρασχεθῆσμενα δὲν θέλουσιν ἔχῃ ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὅμοιειδῶν ἐπιχειρήσεων.

δ) Ἔξοδος πωλήσεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτεῶν καὶ δαπανῶν τῆς Ὑπηρεσίας πωλήσεων.

ε) Ζημίαι προερχόμεναι ἀπὸ ἐλάσην ἢ καταστροφὴν ἢ ἀπώλειαν περιουσιακῶν στοιχείων χρησιμοποιηθέντων, παραγόντων, κατασκευασθέντων η πωληθέντων καὶ αἵτινες δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἀλλαδ, συμπεριλαμβανομένων ζημιῶν ἔξ ἐπισφαλῶν ἀπαιτήσεων, ἀπαιτήσεων ἀποκημιώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συγχλήσατος.

στ) Τόχοι ἐκ χρεῶν, οἱ ὅποιοι δέον νὰ περιορισθοῦν εἰς τὰ 2)3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ δλων τῶν δανείων ἢ ἑτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἐταιρείας η συγγενῶν Ἐταιρειῶν, η ἐκ μέρους τρίτων τὰ δὲ ἐπιτόκια νὰ είναι λογαριασμὸν καὶ συμφώνως μὲ τοὺς τρέχοντας διειδενεῖς νομιμοτικοὺς δρους.

ζ) Καταβολαὶ καὶ ὁμοιοῖ διὰ ὑπηρεσίας ἀλλων εἴτε:

α) Ὁφειλόμεναι ἡ πληρωνόμεναι ἀπ' εὐδείας εἰς τοὺς ἐνδιαφερομένους, εἴτε

β) Ὁφειλόμεναι ἡ πληρωνόμεναι διὰ λογαριασμὸν τῶν ἐνδιαφερομένων μέσω ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἀλλων ταριμίων.

η) Η μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκαταλειφθέντων ἢ ἀλλας πως διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἔξδόνων γεωτρήσεως φρεάτων, μὴ παραγωγικῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἐκμεταλλευσμένους.

θ) Μισθώματα η ἑτερο καταβολαὶ εἰς τρίτους διὰ τὴν γρήσιν οἰωνδήποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ως γητέδων, κτισμάτων, μηχανημάτων ἔξοπλισμοῦ κλπ. (η ἐν σχέσει πρὸς τὴν γρήσιν τούτων) ἀποσθέτεις ως αὗται προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος B.

ι) Καθαραὶ ζημίαι ἐκ τῶν ἐργασιῶν κατὰ τὰ ἐν παρ. 6 τοῦ ἄρθρου 10 τῆς παρόντος συμβάσεως προβλεπόμενα.

κ) Καταβολαὶ διὰ στρεμματικῶν φόρους, ως αὗται προβλέπονται ἐν ἄρθρῳ 8 τῆς παρόντος συμβάσεως κατὰ τὴν διέρκειαν αὐτῶν τῶν περιόδων πρὸ τῆς 1ης περιόδου κατὰ τὴν διόπειαν καθαρὸν εἰσδόημα πραγματοποιεῖται ὑπὸ τῆς Ἐταιρείας.

λ) Δαπάναι δι' ἔρευνητικὰς ἐργασίας καὶ ἄλλοι δαπάναι γεωτρήσεως (ώς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος πίνακος) ἐφ' δοσον ἡ Ἐταιρεία ἀποφασίσῃ τὴν κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὅποιας ἐπραγματοποιήθησαν ἀπόσθετον τῶν κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος Πίνακος, καθορίζομενα.

μ) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαῖα διὰ τὴν ἐργασίαν, ης ἡ ἔκπτωσις ἐπιτρέπεται ὑπὸ τῆς ἔκστοτε Ἐλ-

ληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν Ἀνωνύμων Ἐταιρειῶν.

2. «Τὰς δαπάνας δι' ἔρευνητικὰς ἐργασίας» καὶ ἀλλοι δαπάνας διὰ γεωτρήσεις ως αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιούμενας μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θὰ δικαιοῦται ἡ Ἐταιρεία, εἴτε γὰ ἐκπίπτη κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς διόπειας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιεῖται ἡ γεωτρήση τῆς δαπάνης περίοδον περιλαμβάνονται τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀγκαλίαν φυΐ κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἔκτασεώς του ἢ τὰς σχετιζομένας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β καθορίζομένων ὁ δρός «Δαπάναι δι' ἔρευνητικὰς ἐργασίας» θὰ θεωρήται περιλαμβάνων ἀπάστας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀγκαλίαν φυΐ κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἔκτασεώς του ἢ τὰς σχετιζομένας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ δροῦ δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἀλλας ἐγκαταστάσεις ἢ διὰ ἔξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, τωληνας ἐπενδύσεως (CASINGS), ἀποδημητικοὺς χώρους, κινητῆρας, λέβητας, μηχανῆματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δροῦ τούτου θὰ περιλαμβάνωνται δαπάναι σχετιζόμεναι πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γρήνας, ἐναερίους ἢ θαλασσίας, διπάσαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ παταγούντων τῆς τοποθεσίας καὶ τοπογραφίας τούτων τοποθεσίας καὶ παταγούντων τῆς τοποθεσίας καὶ τοπογραφίας τούτων τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

Ο δρός «Ἄλιοι δαπάναι γεωτρήσεως» θὰ ἐρμηνεύηται ως σημαίνων πάσαν δαπάνην δι' ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (HANDLING) ἐφόδια καὶ ὑλικὰ διὰ τὰς ἡ σχετικὰ πρὸς γεωτρήσεις, καθαρισμόν, ἐκβάσιν της συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ δροῦ δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἀλλας ἐγκαταστάσεις, ἢ δι' ἔξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (CASINGS), ἀποδημητικοὺς χώρους, κινητῆρας, λέβητας, μηχανῆματα κλπ.

Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δροῦ περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις, ἀνατινάξεις διὰ δυναμίτεδος καὶ καθαρισμὸν φρεάτων, καθαρισμόν, ἀποστράγγισιν καὶ ισοπέδωσιν γαιῶν, κατασκευὴν ὁδῶν, χωρομετρησησιν (γεωλογικὰς μελέταις καὶ τοπογραφίας καὶ γεωλογικὰς ἐπισκοπήσεις προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ γώρων ἀποδημεύσεως, κατασκευὴν ὥτων καὶ ἀλλων ἐγκαταστάσεων ἀναγκαῖων διὰ τὴν προπαρασκευὴν τῆς γεωτρήσεων παραγωγῆς ὑδρογονανθράκων.

Ἐφ' ὅσον ἡ Ἐταιρεία ἀποφασίσῃ γὰ κεφαλαιοποιήσῃ οιασθήποτε «δαπάναις ἔρευνητικῶν ἐργασιῶν» καὶ «ἀλλοι δαπάναις τῆς γεωτρήσεων» κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παραγράφου 2 τοῦ παρόντος Πίνακος αἱ ὑπὸ τῆς Εταιρείας εἰς χρόνον οὐχι μικρότερον τῶν τριῶν (3) διαχειριστικῶν γρήσεων ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς γρήσεως, καὶ διὰ τὴν πραγματοποιούμενας δαπάναις αὗται.

Ἐν Ἀθήναις τῇ 19 Δεκεμβρίου 1969

Οι Συμβολλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Τυπουργὸς Βιομηχανίας

Διὰ τὴν ADA OIL EXPLORATION CORPORATION

E. J. ATHENS

Εἰδικὸς Ἐκπρόσωπος

## AGREEMENT

## FOR

THE EXPLORATION FOR AND DEVELOPMENT  
OF LIQUID AND GASEOUS HYDROCARBONS  
IN THE OFF-SHORE AREA OF THE ISLAND  
OF LIMNOS

## P R E A M B L E

WHEREAS, preliminary discussions were held in Athens between representatives of the Greek State and Ada Oil Exploration Corporation regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

WHEREAS, on August 9, 1969, a letter of proposal was submitted to the Ministry of Industry by E. J. Athens, special attorney on behalf of Ada Oil Exploration Corporation, and on August 20, 1969, an amended proposal was submitted to the Minister by Ada Oil Exploration Corporation, outlining the basic principles of a proposed Agreement, pursuant to the provisions of Article 5 of Law 3948/1959 regarding the exploration for and development of hydrocarbons, and

WHEREAS, it was agreed that such direct Agreement to be ratified by Law would be concluded between the Greek State and Ada Oil Exploration Corporation, incorporated under the laws of the State of Delaware, of the United States of America, with its home offices in Houston, Texas, U.S.A.

## NOW THEREFORE

## BETWEEN

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

and

2. Ada Oil Exploration Corporation, hereinafter referred to as the «Corporation» or the «lessee», represented by its special attorney, E. J. Athens acting by virtue of a Special Power of Attorney granted by the Corporation on July 17, 1969, 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 :

An off-shore area around the island of Limnos bounded on the east side by the Greco-Turkish international boundary and with a total sea surface area of approximately 4000 square kilometers, and depicted in red on the British Admiralty Chart No. 1659 marked Schedule A and attached to the present Agreement of which it constitutes an integral part.

The Scale of the Chart is 1 : 150,000 (at Latitude 38° N.).

The concession area is also precisely defined by the points and coordinates relative to the Greenwich meridian shown in the table below :

	Latitude	Longitude
A	40° 09' 10''	25° 30' 20''
B	39° 54' 24''	25° 40' 00''
C	39° 34' 18''	25° 40' 00''
D	39° 24' 00''	25° 07' 42''
E	39° 24' 00''	24° 49' 54''
F	40° 00' 00''	24° 55' 00''

## 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 two years from the effective date of this Agreement.

2. At least one month before the end of the second year the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the second year. The areas to be so 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 two 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 second through the end of the fourth year from the effective date of this Agreement).

4. One month before the end of the fourth 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 fourth 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 second through the end of the fourth 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 fourth through the end of the fifth year from the effective date of this Agreement).

6. Provided before the end of the fifth 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 five 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 fifth 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 fifth 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 fifth 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 fifth 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 fifth 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 boundaries of the areas surrendered and retained in accordance with this Article, as also of the areas conceded for exploration, shall be defined by coordinates relating to British Admiralty Chart No 1659.

### Article 3.

#### Investment Obligation of the Corporation

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

	U.S. \$
1st Year : Marine seismic survey plus any other type of geological and geophysical work to determine structural anomalies	250,000.00
**2nd Year : Marine seismic survey plus any other type of geological, geophysical, engineering, and any and all other work necessary in determining a suitable drilling site plus possible drilling	250,000.00
3rd Year : Drill an exploratory well to a minimum depth of 2,650 m. with a rig capable of drilling to 3,300 m.	1,300,000.00
4th Year : Drill two exploratory wells to a minimum depth of 2,650 m. each, with a rig capable of drilling to 3,300 m.	2,600,000.00
5th Year : Drill two exploratory wells to a minimum depth of 2,650 m. each, with a rig capable of drilling to 3,300 m.	2,800,000.00
<b>MINIMUM TOTAL INVESTMENT</b>	<b>7,200,000.00</b>

\*\*In the event that surveys to date in the course of the second year indicate, in the opinion of the Corporation, the desirability of drilling a deep test to a

minimum depth of 2,650 metres the Corporation shall have the right to commence such drilling at any time after the thirteenth month of the Agreement. Nevertheless the Corporation must fulfill its obligation to invest the sum of \$ 250,000.00 during the second year in seismic surveys etc. as above in the concession area.

2. If the Corporation retains any exploration areas after the end of the fifth 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 fifth year from the effective date of this Agreement.

U.S \$

a) for the whole period of the first three years per square kilometer .....	900
b) for the whole period of the three following years per square kilometer .....	1,500
c) for the whole period of the three following years per square kilometer .....	2,250
d) every three years after the end of the ninth year (after the end of the fourteenth 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 in the initial two-year period and the following renewal years, mentioned under 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 years 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 organization, administrative and, whether incurred abroad or in Greece, 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 Houston 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 of 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) provided this amount does not 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 two 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 twenty-five months from the effective date of this Agreement.

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

4. During the period from the end of the fourth to the end of the fifth 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 2,650 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 2,650 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 2,650 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 2,650 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 2,650 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 2,650 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 2,650 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.

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 a-

bandon 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.

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 period 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, of 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

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 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 railway 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 in the Corporation's judgment the existing installations owned by the Greek State or any Government agency either are not sufficient and proper for the Corporation's purposes or 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 limit 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 Limnos Island area should not be unfavorably affected.

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 indefinitely 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 14 (fourteen) % 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 operation (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 the Corporation's 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 average sale prices 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 average 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 as if it were a Société Anonyme 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 Article 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 it 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 Agreement 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 to 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 or partners 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 or partners 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 sales of hydrocarbons derived from its operations under this Agreement shall be totalled and amortized by it over a period 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 Ada Oil Exploration Corporation 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 alternations 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 thereof, 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 licence required in each instance for the importation 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 license 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 unusual technical characteristics or differs substantially as re-

gards its specific 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 production, 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 licence 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 any presently existing contracts for the supply of crude oil to the Greek State 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 obligation of the Corporation to supply and the obligation of the Greek State regarding priority purchase of suitable crude oil produced by the Corporation in Greece shall be limited to the percentage participation of the Corporation's production in relation to the total production by all producers of suitable crude oil in Greece.

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 ensure that the indigenous crude oil is given priority of purchase by the Greek State Refinery and pre-discovery 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 Libya, after making the usual corrections for specific 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 Drachmae 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 Corporation'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 on 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 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 purposes 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 of 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 authorized to deal in Greek currency and foreign exchange and at a rate of exchange not less favorable to the Corporation than the effective rate 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, discounts, 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 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. 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 request, 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 submit in duplicate to the Greek State all scientific data collected during its operations including data and interpretations from the Corporation and contractors, provided, however, all proprietary information of the Corporation and Ada Oil Company 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 word 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 operations 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 detail 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.

8. 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 need 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 all 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 investments 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 the approval of 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 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 vo-

luntarily 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 herebelow 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 e) 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 hundred thousand) three months after this guarantee becomes less than U.S. dollars 300,000.- (three hundred thousand) 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 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 concessions 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 casings 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 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 Ada Oil Exploration Corporation or by another Corporation controlled by Ada Oil Exploration Corporation; or

c) to one or more limited partnerships formed under the laws of a State in the United States designating Ada Oil Exploration Corporation as a general partner, the aforementioned partnership to be subject as a legal entity to taxation exclusively in accordance with Article 10 herein and at the rate stated therein and its partners to enjoy all exemptions provided by Clause 4 of the same Article and not to be deemed to be established in Greece by reason of the partnership's activity there; or

d) 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), b) and c) of this Article for reasons of national security.

3. In case of transfers as per item 1, sub-items a), b) and c) 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.

3. 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, strikes, acts of the public enemy, blockades, any act of the Greek State or 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 arbitrator 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 interest of the Corporation against any such claims. If, however, any third party would successfully assert a right against the Corporation or if any such right would be recognized definitely and finally by decision of a Greek Court, 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.****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 (three hundred thousand). 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 five 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 guarantee 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 (three hundred thousand) 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 (three hundred thousand) 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 30.****Exemption from 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 31.****Effective Date of Agreement**

1. The present Agreement is subject to the timely deposition of the guarantee referred to in Article 29 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 32.****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 :

Ministry of Industry  
General Directorate of Mines  
Athens, Greece

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

Socrates Vekris  
Filellinon 19

Athens, Greece

b) for communications of the Greek State to Ada Oil Exploration Corporation :

Socrates Vekris  
Filellinon 19  
Athens, Greece

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

In case of revocation of the afore-mentioned agent,

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 agent.

### Article 33.

#### Letter of Technical and Financial Assistance

ADA OIL EXPLORATION CORPORATION declares that its sole shareholder, ADA OIL COMPANY, 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, ADA OIL COMPANY 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 ADA OIL EXPLORATION CORPORATION or, in case of transfer, to the transferee mentioned in Article 23, item 1), sub-items a), b) and c) 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 letter.

The party to this Agreement, ADA OIL EXPLORATION CORPORATION, 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 time-limit is not observed, the present Agreement shall be null and void and shall be considered as not having been executed.

### Article 34.

#### 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 35.

#### 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 36.

#### 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 off-shore Island of Limnos 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.

### Article 37.

#### 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 each sheet.

Athens 19th December 1969

For the Greek State

For the Corporation

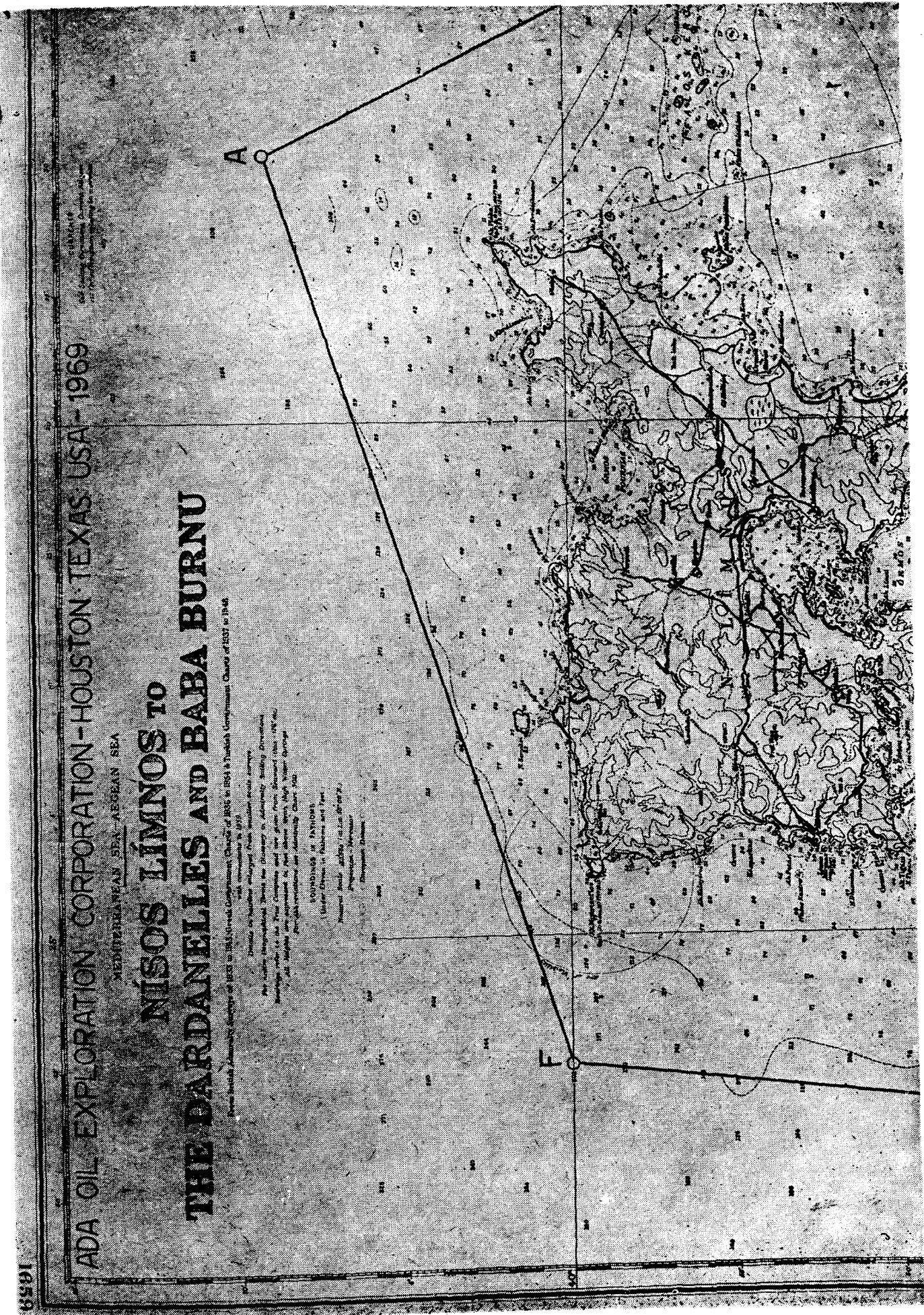
C. KYPRAIOS

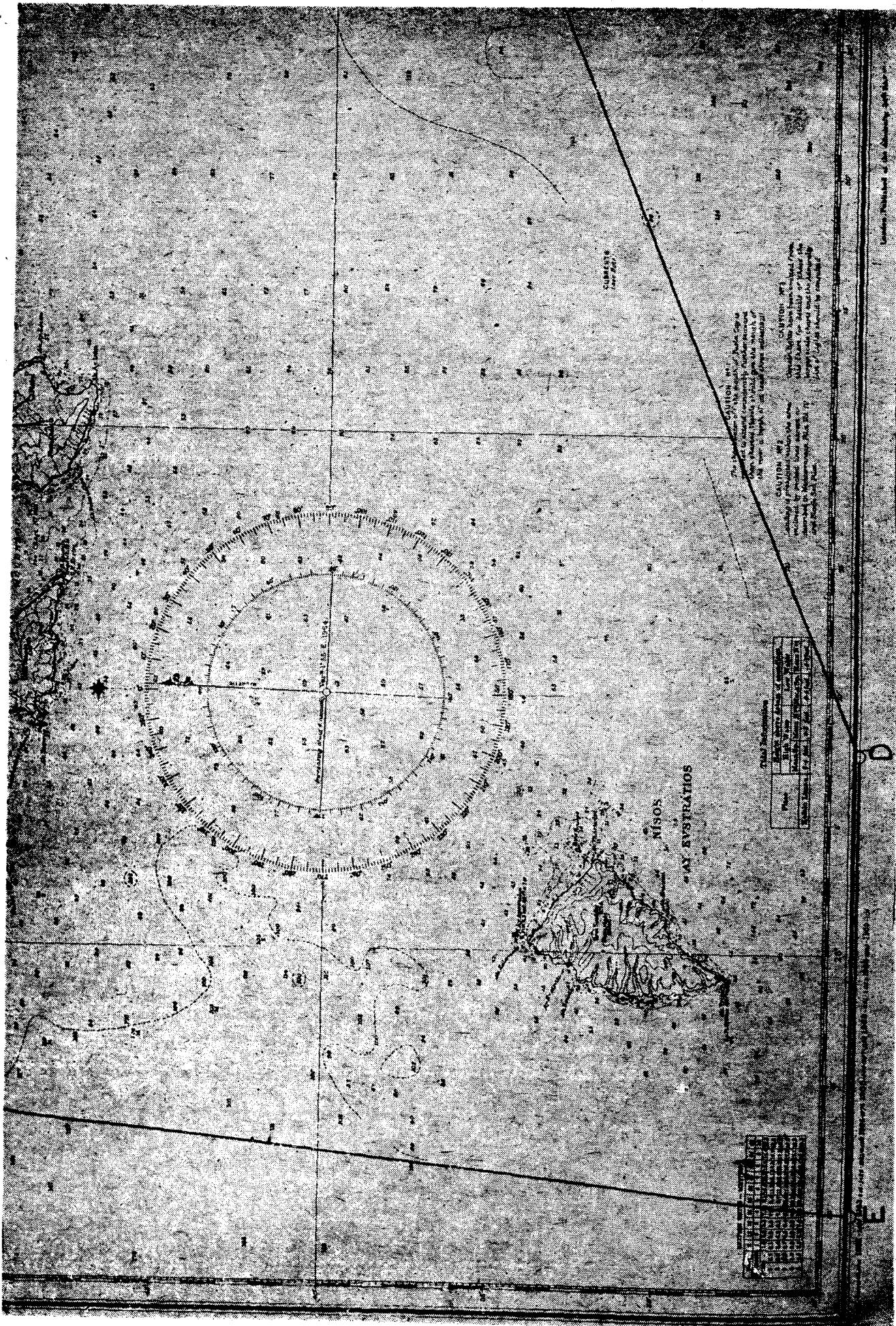
Ada Oil Exploration Corporation

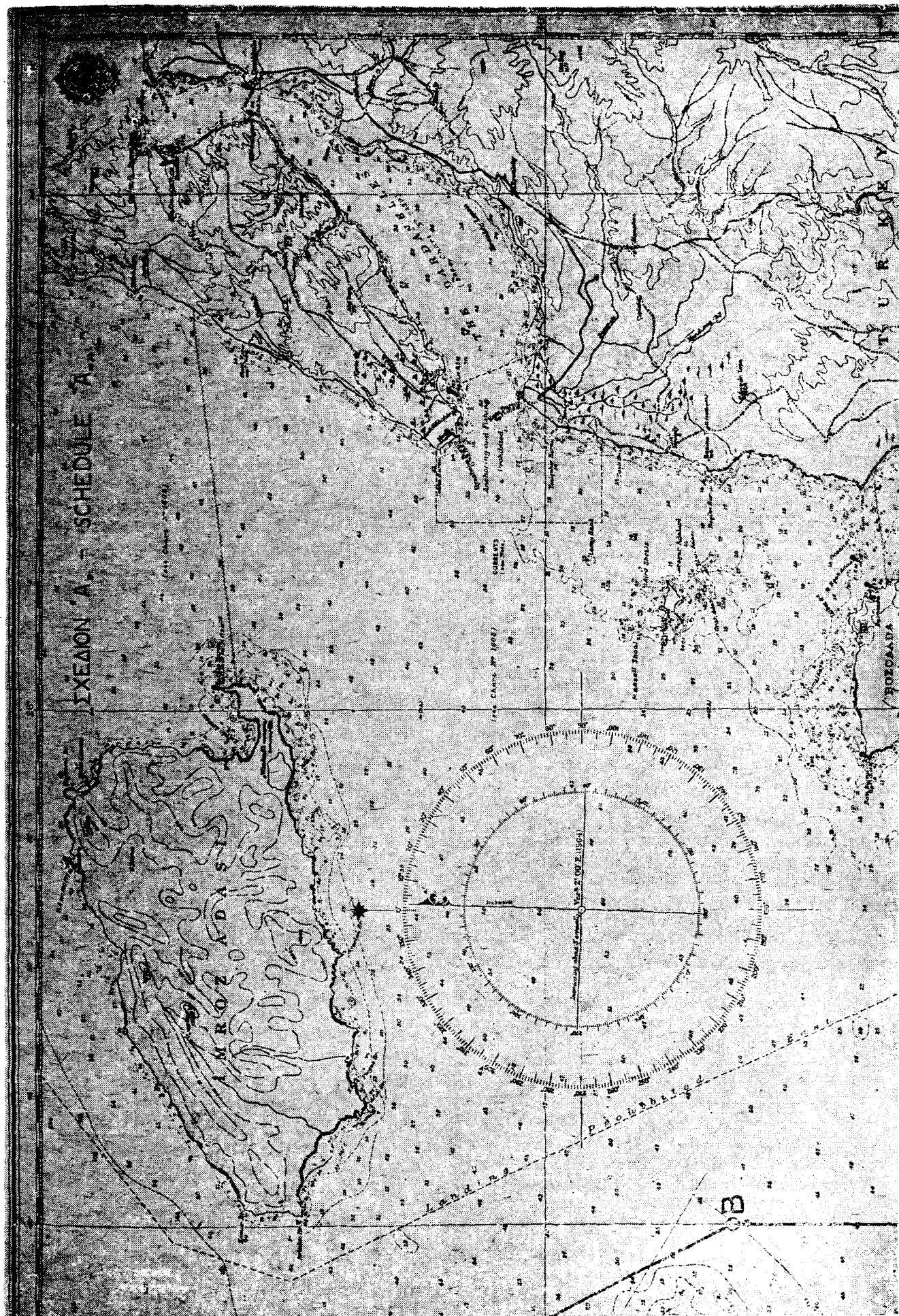
Minister of Industry

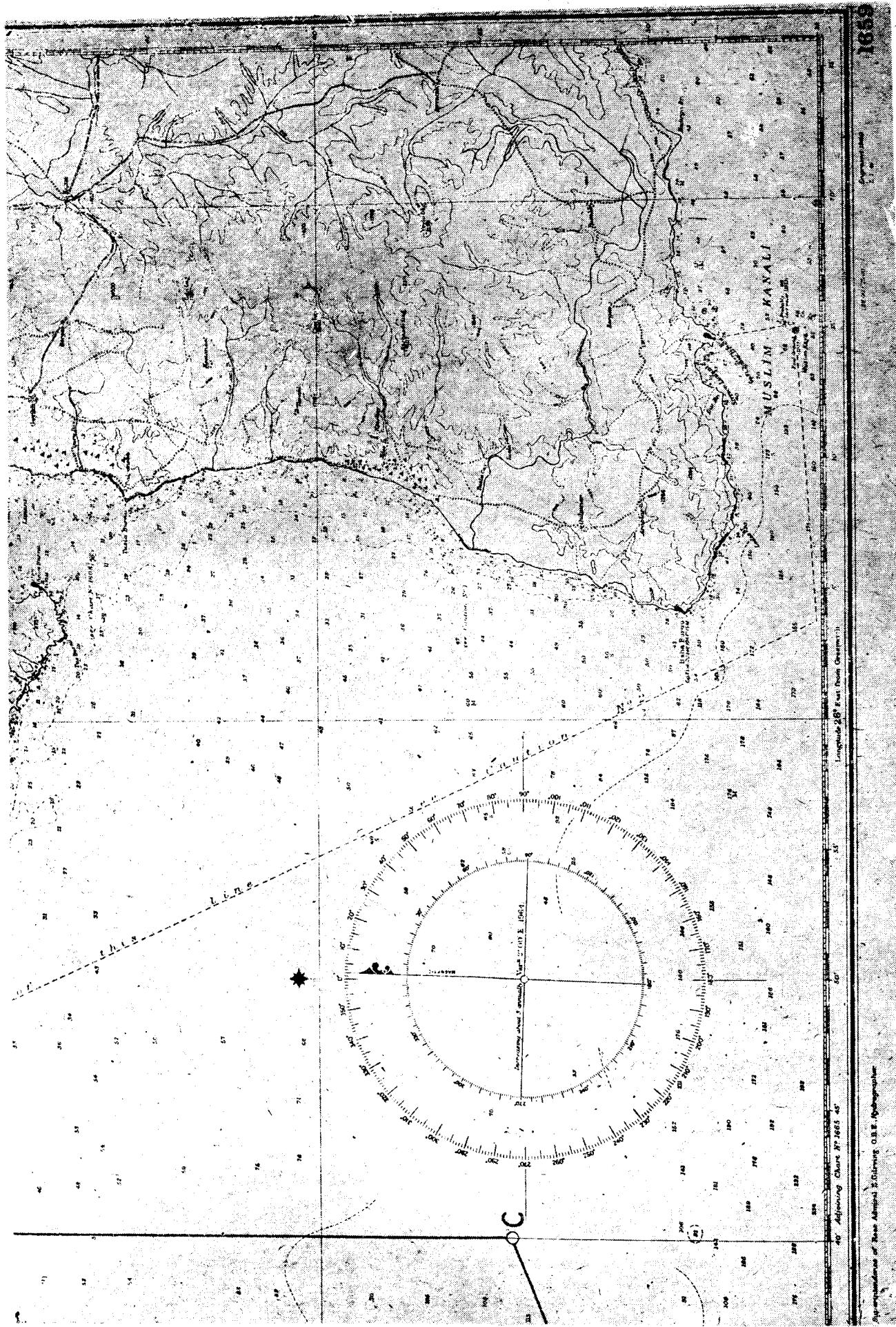
E. J. ATHENS

Special Attorney









## 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 following:

- 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 expense 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, casings, 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.

Athens, 19th December 1969

For the Greek State For the Corporation

Ada Oil Exploration Corporation

C. KYPRAIOS  
Minister of Industry

E. J. ATHENS  
Special Attorney

# Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

## ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Από 1 Ιανουαρίου 1966 ή έτησία συνδρομή της Εφημερίδος της Κυβερνήσεως, ή τιμή των τμηματικών πωλουμένων φύλλων αύτης και τὰ τέλη δημοσιεύσεως ἐν τῇ Εφημερίδι της Κυβερνήσεως, καθωρίσθησαν ως κάτωθι:

### A.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διά τὸ Τεῦχος Α'	Δραχ.	400	Υπέρ τοῦ Ταμείου Άλληλοβοτηθέας Προσωπικοῦ τοῦ Εθνικού Τυπογραφείου (ΤΑΠΕΤ) διαλογούν τὰ ἔξις ποσά:	20.—
2. > > > Β'	>	350		17,50
3. > > > Γ'	>	300		15.—
4. > > > Δ'	>	500		25.—
5. > > > Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	>	300	1. Διά τὸ Τεῦχος Α'	20.—
6. > > Παράρτημα	>	200	2. > > > Β'	17,50
7. > > Δελτίον 'Ανωνύμων 'Εταιρειῶν κ.λ.π...	>	750	3. > > > Γ'	15.—
8. > > Δελτίον 'Εμπορικῆς καὶ Βιομηχανικῆς 'Ιδιοκτησίας	>	200	4. > > > Δ'	25.—
9. Δι' ἀπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	2.500	5. > > > Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	15.—
Οι Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουν τὸ ήμισυ τῶν δινωτέρω συνδρομῶν.			6. > > Παράρτημα	10.—
			7. > > Δελτίον 'Ανωνύμων 'Εταιρειῶν	37,50
			8. > > Δελτίον 'Εμπ. καὶ Βιομ. 'Ιδιοκτησίας	10.—
			9. > > Δι' ἀπαντα τὰ τεύχη	125.—

### B.' ΤΙΜΗ ΦΥΛΛΩΝ

\* Εκαστον φύλλων, μέχρις 8. σελίδων, τιμάται δραχ. 2, διπλό 9 σελίδων καὶ διπλό, ἐκτός εἰδικῶν περιπτώσεων, δραχ. 5.

### C.' ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον 'Ανωνύμων 'Εταιρειῶν καὶ Εταιρειῶν Περιωρισμένης Εὐθύνης:				
A.' Δημοσιεύματα 'Ανωνύμων 'Εταιρειῶν				
1. Τῶν δικαστικῶν πράξεων	Δραχ.	200	12. Τῶν ἀποφάσεων τῆς Επιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστηρίου πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ δρόμου 2 παρ. 3 Α.Ν. 148/67	500
2. Τῶν καταστατικῶν 'Ανωνύμων 'Εταιρειῶν	>	5.000		
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν 'Ανωνύμων 'Εταιρειῶν	>	1.000	13. Τῶν ἀποφάσεων τῆς Επιτροπῆς κεφαλαιογόρων περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ δρόμου 2 παρ. 4 Α.Ν. 148/67	500
4. Τῶν διακοινώσεων καὶ προσκλήσεων εἰς γενικά συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ δάρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων.	>	500		
5. Τῶν διακοινώσεων τῶν ὑπὸ διάλυσιν 'Ανωνύμων 'Εταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	>	100		
6. Τῶν ισολογισμῶν τῶν 'Ανωνύμων 'Εταιρειῶν.	>	2.000		
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπέζικῶν 'Εταιρειῶν	>	500		
8. Τῶν ἀποφάσεων περὶ ἔγκρισεως τιμολογίων τῶν 'Ασφαλιστικῶν 'Εταιρειῶν	>	300		
9. Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς διδείας ἐπεκτάσεως τῶν ἐργασιῶν 'Ασφαλιστικῶν 'Εταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	>	2.000		
10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς διττηροσώπευσιν ἐν 'Ελλάδι ἀλλοδαπῶν 'Εταιρειῶν	>	1.000		
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως 'Ανωνύμων 'Εταιρειῶν	>	5.000		
B.' Δημοσιεύματα 'Εταιρειῶν Περιωρισμένης Εὐθύνης				
1. Τῶν καταστατικῶν	Δραχ.	500		
2. Τῶν τροποποιήσεων τῶν καταστατικῶν	>	200		
3. Τῶν διακοινώσεων 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 διειδίνων πωλήσεως Ιαματικῶν ὑδάτων	>	500		
Τὸ ὑπέρ τοῦ Ταμείου Άλληλοβοτηθέας Προσωπικοῦ Εθνικού Τυπογραφείου (ΤΑΠΕΤ) καταβλήτεον ποσοστόν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ 'Ανωνύμων 'Εταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὥρισθη εἰς 5 %.				

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

- Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεῖα ἐναντὶ ἀποδεικτικοῦ εἰσπράξεως, διπερ, μερίμνη τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν 'Υπηρεσίαν τοῦ Εθνικοῦ Τυπογραφείου.
- Αἱ συνδρομαὶ τοῦ ἐξωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὄντος τοῦ Εθνικοῦ Τυπογραφείου.
- Ἡ καταβολὴ τοῦ ὑπέρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν δινωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν 'Αθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα 'Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, διπερ ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δρίζμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἑτού 1947 (ΡΟΝΕΟ 185) καὶ 178048/5321/31.7.65 (ΡΟΝΕΟ 139) ἔγκυροις δισταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. 'Επι συνδρομῶν ἐξωτερικοῦ ἀποστέλλομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπέρ τοῦ ΤΑΠΕΤ ποσοστό.

Ο ΔΙΕΥΘΥΝΤΗΣ

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ