



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ 30 ΣΕΠΤΕΜΒΡΙΟΥ 1970

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
202

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 595

Περί κυρώσεως τῆς ἀπὸ 12 Ἰουνίου 1970 συμβάσεως μεταξὺ ἀφ' ἑνὸς τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἑτέρου τῆς ἐν HOUSTON TEXAS τῶν Η.Π.Α. ἐδρευούσης Ἐταιρείας C. & K. PETROLEUM INCORPORATED περὶ παραχωρήσεως εἰς τὴν Ἐταιρείαν ταύτην τοῦ δικαιώματος ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν καὶ χερσαίαν περιοχὴν τοῦ Ἰονίου Πελάγους.

ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν.

Ἄρθρον 1.

Κυροῦται καὶ ἔχει πλήρη ἰσχὺν νόμου ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν HOUSTON TEXAS τῶν Η.Π.Α. ἐδρευούσης Ἐταιρείας ὑπὸ τὴν ἐπωνυμίαν C. & K. PETROLEUM INCORPORATED, ὑπογραφεῖσα ἐν Ἀθήναις τῇ 12ῃ Ἰουνίου 1970 σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὡς ἄνω Ἐταιρείαν τοῦ δικαιώματος ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν καὶ χερσαίαν περιοχὴν τοῦ Ἰονίου Πελάγους, ὡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἀρθροῦ 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτῃ σχεδιαγράμματι ὡς «Σχέδιον Α» ἐξ ἀρθρῶν 38 καὶ πίνακος ὑπὸ τίτλον «Πίναξ Β' Κόστος-Ἐξοδα-Βάρη», ἧς τὸ κείμενον ἐν τε τῇ Ἑλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρτίθεται.

Ἄρθρον 2.

Ἡ ἰσχὺς τοῦ παρόντος ἀρχεῖται ἀπὸ τῆς δημοσιεύσεώς του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 16 Ἰουλίου 1970

Ἐν Ὄνόματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ ΓΕΩΡΓΙΟΣ ΣΤΑΥΡΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

ΤΑ ΜΕΛΗ

ΝΙΚ. ΜΑΚΑΡΕΖΟΣ, ΑΓΓΕΛ. ΤΣΟΤΚΑΛΑΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΥΛΟΣ, ΛΟΥΚ. ΠΑΤΡΑΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΓΕΩΡΓ. ΔΟΥΒΑΛΟΠΟΥΛΟΣ, ΣΠΤΡ. ΖΑΠΠΑΣ, ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΙΩΑΝ. ΠΑΠΑΒΛΑΧΟΠΟΥΛΟΣ, ΚΩΝΣΤ. ΚΤΗΡΑΙΟΣ, ΠΑΤΑ. ΜΑΝΩΛΟΠΟΥΛΟΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 18 Ἰουλίου 1970.

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ

ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως Ὑδρογονανθράκων εἰς θαλασσίαν καὶ χερσαίαν περιοχὴν τοῦ Ἰονίου Πελάγους.

Π ρ ο ο ῖ μ ο ν .

Δεδομένου ὅτι προκαταρκτικὰ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξύ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς C & K PETROLEUM INC σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὕδρογονανθράκων, καὶ

Δεδομένου ὅτι παρὰ τῆς C & K PETROLEUM INC διὰ τοῦ E. J. ATHENS εἰδικοῦ πληρεξουσίου ἐνεργοῦντος κατ' ἐντολὴν καὶ διὰ λογαριασμὸν τῆς ὑπεβλήθη εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἡ ἀπὸ 12 Φεβρουαρίου 1970 ἔγγραφος αἰτήσεις, δι' ἧς προϋτάθησαν οἱ βασικοὶ ὅροι πρὸς κατάρτισιν συμβάσεως κατ' ἐφαρμογὴν τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/59 «περὶ ἀναζητήσεως ἐρεύνης καὶ ἐκμεταλλεύσεως ὕδρογονανθράκων κλπ.», καὶ

Δεδομένου ὅτι συνεφωνήθη, ὅτι τοιαύτη ἀπ' εὐθείας σύμβασις, κυρωθησομένη διὰ Νόμου, θὰ κατηρτίζετο μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς C & K PETROLEUM INC ἑταιρείας συσταθείσης κατὰ τοὺς νόμους τῆς Πολιτείας DELAWARE τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ ἐδρευούσης εἰς HOUSTON TEXAS Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς,

Δ ι ἄ τ α ὕ τ α

Μ ε τ α ξ ὗ :

1. τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς («τὸ Ἑλληνικὸν Δημόσιον»), νομίμως ἐκπροσωπούμενου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας Κωνσταντίνου Κυπραίου καὶ

2. τῆς C & K PETROLEUM INC, ἀποκαλουμένης ἐν τοῖς ἐφεξῆς ἡ «Ἑταιρεία», ἡ ἡ «Μισθώτρια» ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου τῆς κ. E. J. ATHENS, ἐνεργοῦντος δυνάμει εἰδικοῦ πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἑταιρείας ὑπὸ ἡμερομηνίαν 27 Φεβρουαρίου 1970, ὧδε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει,

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

* Ἀρθρον 1.

Ἀρχικαὶ Ἑρευνητικαὶ Περιοχαί.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὕδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἑταιρείαν :

Θαλασσίαν καὶ χερσαίαν περιοχὴν, ἐκτάσεως 5.500 τετρ. χιλιομέτρων περίπου, προσδιοριζομένην καθ' ὅρια δι' ἐρυθρᾶς γραμμῆς ἐν τῷ ἐπισυναπτομένῳ τῇ παρούσῃ καὶ ἀποτελοῦντι ἀναπόσπαστον μέρος ταύτης, ὑπ' ἀριθ. 65 χάρτη ὑπὸ κλίνακα : 1:500.000 τῆς Ὑδρογραφικῆς Ὑπηρεσίας τοῦ Ἑλληνικοῦ Ναυτικοῦ, ἐκδοθέντος τὸν Φεβρουάριον 1952 ἀποκαλουμένου τοῦ λοιποῦ ἐν τῇ παρούσῃ Σχέδιον Α.

Ἡ ἐν λόγῳ περιοχὴ ὀρίζεται καὶ περιγράφεται ὑπὸ γραμμῶν μεταξύ τῶν κάτωθι σημείων :

Σημεῖον	Γεωγραφικὸν πλάτος	Γεωγραφικὸν μῆκος
A	39° 00' 30" B	20° 30' 00" A
B	39° 07' 45" B	20° 26' 00" A
Γ	39° 02' 30" B	20° 17' 00" A
Δ	39° 48' 00" B	19° 21' 00" A
E	39° 52' 00" B	19° 21' 00" A
Z	39° 57' 00" B	19° 28' 00" A
H	39° 54' 00" B	19° 46' 00" A
Θ	39° 49' 00" B	19° 57' 00" A
I	39° 44' 00" B	19° 56' 00" A
K	39° 40' 00" B	19° 56' 00" A
Λ	39° 38' 00" B	19° 59' 00" A
M	39° 37' 15" B	20° 11' 00" A

Ἐκ τοῦ σημείου M εἰς σημεῖον N εὐρισκόμενον ἐπὶ τοῦ ἐσωτερικοῦ τῆς Χώρας ἔχον Γεωγραφικὸν Πλάτος 39° 48' 00" B Γεωγραφικὸν Μῆκος 20° 32' 00" A καὶ ἐκεῖθεν εἰς σημεῖον Ξ εὐρισκόμενον ἐπὶ τοῦ ἐσωτερικοῦ τῆς Χώρας ἔχον Γεωγραφικὸν Πλάτος 39° 36' 00" B Γεωγραφικὸν Μῆκος 20° 42' 00" A ἐκεῖθεν εἰς σημεῖον O ἔχον Γεωγραφικὸν Πλάτος 39° 23' 00" B Γεωγραφικὸν Μῆκος 20° 16' 00" A καὶ ἐκεῖθεν ἀκολουθοῦντες τὴν ὀριογραμμὴν αἰγιαλοῦ καὶ παραλίας τοῦ Ἰονίου πελάγους εἰς σημεῖον Π ἔχον Γεωγραφικὸν Πλάτος 39° 10' 00" B Γεωγραφικὸν Μῆκος 20° 32' 30" A ἐκεῖθεν εἰς σημεῖον P εὐρισκόμενον ἐπὶ τῷ ἐσωτερικοῦ τῆς Χώρας ἔχον Γεωγραφικὸν Πλάτος 39° 16' 00" B Γεωγραφικὸν Μῆκος 20° 46' 30" A ἐκεῖθεν εἰς σημεῖον Σ ἔχον Γεωγραφικὸν Πλάτος 39° 03' 00" B Γεωγραφικὸν Μῆκος 20° 46' 30" A ἐκεῖθεν ἀκολουθοῦντες τὴν ὀριογραμμὴν αἰγιαλοῦ καὶ παραλίας τοῦ Ἀμβρακικοῦ Κόλπου εἰς σημεῖον Τ ἔχον Γεωγραφικὸν Πλάτος 39° 00' 30" B Γεωγραφικὸν Μῆκος 20° 44' 10" A καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον Α ἔχον Γεωγραφικὸν Πλάτος 39° 00' 30" B Γεωγραφικὸν Μῆκος 20° 30' 00" A.

Ἐντὸς τῆς ὡς ἄνω περιοχῆς περιλαμβάνεται ἡ νῆσος Κέρκυρα-Παξοὶ καὶ τινες ἄλλαι νησίδες ὡς καὶ δύο τμήματα τῆς Ἠπείρου εὐρισκόμενα ἐντὸς τῆς ὡς ἄνω περιμέτρου.

* Ἀρθρον 2.

Δικαίωμα Ἀνανεώσεως καὶ Περιορισμοῦ τῆς Ἀρχικῆς Ἑρευνητικῆς Περιοχῆς.

1. Ἡ ὡς ἄνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν Ἑταιρείαν διὰ περίοδον 2 ἐτῶν ἀπὸ τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως.

2. Ἐνα τοῦλάχιστον μῆνα πρὸ τοῦ τέλους τοῦ δευτέρου ἔτους ἡ Ἑταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους, οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ δευτέρου ἔτους. Οἱ ἐπιστρεφόμενοι οὕτω χώροι θὰ ἔχουν ἔκτασιν ἴσην πρὸς τὰ 25 % τοῦλάχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.

3. Ἐφ' ὅσον ἡ Ἑταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν διετίαν ὡς ἐν ἄρθρῳ 3 καὶ 4 τῆς παρούσης συμβάσεως ὀρίζεται καὶ προέβη εἰς τὰς ὑπὸ στοιχεῖον 2 ἄνωτέρω ὑποχρεώσεις τῆς ἐπιστροφῆς, ὁ εἰς τὴν Ἑταιρείαν παραμένων χώρος κρατεῖται παρ' αὐτῆς κατὰ πλήρες δικαίωμα δι' ἑτέραν περίοδον 2 ἐτῶν (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 2ου μέχρι τῆς λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

4. Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ τετάρτου ἔτους ἀπὸ τῆς ἰσχύος τῆς συμβάσεως (τέλος πρώτης περιόδου ἀνανεώσεως) ἡ Ἑταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς ἃς ἀπεφάσισε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τετάρτου ἔτους.

Αἱ περιοχαὶ αἵτινες θὰ ἐπιστρέφονται ὡς ἄνω θὰ ἀποτελοῦν τὰ 25 % τοῦλάχιστον τῆς ἀρχικῆς περιοχῆς.

5. Ἐφ' ὅσον ἡ Ἑταιρεία ἐξεπλήρωσε τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (2ον μέχρι λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως), ὡς καθορίζονται αὐταὶ ἐν ἄρθρῳ 3 καὶ 4 τῆς παρούσης καὶ ἐφ' ὅσον ἐπαρκοποίησεν τὰς ἐπιστροφὰς χώρων ὡς καθορίζονται αὐταὶ ὑπὸ στοιχεῖον 4, οἱ ὑπολειπόμενοι εἰς χεῖρας τῆς Ἑταιρείας χώροι θὰ παρακρατῶνται παρ' αὐτῆς αὐτοδικαίως δι' ἑτέραν περίοδον ἑνὸς ἔτους (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 4ου μέχρι λήξεως τοῦ 5ου ἔτους, ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

6. Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἑταιρείας ὕδρογονάνθρακες εἰς ποσότητας ἐξασφαλιζούσας εἰς τὴν Ἑταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθη, ὡς ἐκ τούτου παρὰ τῆς Ἑταιρείας αἰτήσεις παραχωρητηρίου, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους, πᾶς χώρος κατεχόμενος παρὰ τῆς Ἑταιρείας κατὰ τὸν χρόνον ἐκείνον βάσει τῆς παρούσης συμβάσεως θὰ ἐπιστρέφεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα σύμβασις θὰ θεωρῆται λήξασα.

7. 'Εάν καθ' οίανδήποτε στιγμήν κατά τὰ πρῶτα πέντε ἔτη διαρκείας τῆς παρούσης συμβάσεως ἡ 'Εταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τινὰ τῶν ἀρχικῶν ἐρευνητικῶν περιοχῶν εἰς ποσότητας ἐξασφαλίζουσας, κατὰ τὴν κρίσιν τῆς 'Εταιρείας, τὴν δυνατότητα οἰκονομικῶς συμπεφοῦσιν εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχωρήσιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παρ. 1 καὶ 2 ὀριζόμενα, τότε : (1) ἓνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως (τέλος τῆς δευτέρας ἀνανεωθείσης περιόδου) ἡ 'Εταιρεία θὰ ἀνακοινώσῃ εἰς τὸ 'Ελληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὁποίας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους. Αἱ περιοχαὶ αἱ ὁποῖαι θὰ ἐπιστραφεῖν θὰ εἶναι 25 % τοῦλάχιστον τῆς ἀρχικῆς περιοχῆς. (2) 'Η 'Εταιρεία θὰ δικαιούται μετὰ τὸ πέρασ τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως, πρὸς ἐκμετάλλευσιν ἀπάσας τὰς ἐρευνητέας περιοχὰς ὅς ἔχει ἡ 'Εταιρεία μετὰ τὰς ὡς ἄνω (1) ἐπιλεγείσας πρὸς ἐπιστροφήν περιοχὰς. Ὡς ἐκ τούτου εἰς ἡν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν παραχωρήσεις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου ὅρους, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὐδὲν δύναται νὰ κατέχῃ ἡ 'Εταιρεία βάσει τῆς παρούσης παραγρ. 7, θὰ ἰσοῦται πρὸς τὰ 25 % τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου μείον τῶν τυχόν ἐπιστραφέντων πρὸ τῆς παρελεύσεως τῶν 5 ἐτῶν ἐκουσίως χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ μείον τῶν περιοχῶν διὰ τὰς ὁποίας ἡ 'Εταιρεία θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ 5ου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. 'Η ἐπιλογή τῶν ἐπιστρεφόμενων χώρων κατὰ τὰς παρ. 2, 4 καὶ 7 ὡς ἄνω θὰ γίνεταί κατὰ τὴν ἀπόλυτον κρίσιν τῆς 'Εταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις δύναται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν ὅρον ὅτι ἕκαστος τῶν ἐπιστρεφόμενων κεχωρισμένως χώρων δὲν θὰ εἶναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

'Οσάκις ἡ 'Εταιρεία ἐπιλέγει τοὺς ἐπιστρεφόμενους χώρους θὰ ὑποβάλλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1:10.000 ἐμφαίνοντα τὰς ἐπιστρεφόμενας καὶ παρακρατούμενας περιοχὰς.

Τὰ ὅρια, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου ἐπιστρεφόμενων καὶ παρακρατούμενων χώρων, ὡς ἐπίσης καὶ τῶν παραχωρουμένων πρὸς ἐρευναν ἐκτάσεων θὰ προσδιορίζωνται διὰ γεωγραφικῶν συντεταγμένων εἰς τὸν ἄνω μνησθέντα χάρτην Νο 65 τῆς 'Ελληνικῆς 'Υδρογραφικῆς 'Υπηρεσίας.

Ἄρθρον 3.

'Υποχρεώσεις 'Επενδύσεως τῆς 'Εταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ 'Εταιρεία ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς ἐκτέλεσιν ἐρευνητικῶν ἐργασιῶν κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα :

1ον ἔτος	Θαλασσία σεισμικὴ ἔρευνα, προσθέτως δὲ πᾶσα ἑτέρα γεωλογικὴ καὶ γεωφυσικὴ ἐργασία πρὸς διαπίστωσιν τεκτονικῶν ἀνωμαλιῶν.....	\$ 150.000
2ον ἔτος*	Θαλασσία σεισμικὴ ἔρευνα προσθέτως δὲ πᾶς ἕτερος τύπος γεωλογικῆς,	

	γεωφυσικῆς, μηχανικῆς καὶ πᾶσα ἄλλη συναφὴς ἐργασία, πρὸς καθορισμὸν θέσεως γεωτρήσεως καὶ περαιτέρω ἐνδεχομένη ἀρχὴ ἐργασιῶν γεωτρήσεως	\$ 250.000
3ον ἔτος	Διερευνητικὴ γεωτρήσις ἐλάχιστου βάθους 2.650 μέτρων διὰ γεωτρυπάνου γεωτρητικῆς ἱκανότητος 3.300μ.	\$ 1.250.000
4ον ἔτος	Μία διερευνητικὴ γεωτρήσις ἐλάχιστου βάθους 2.650 μέτρων διὰ γεωτρυπάνου γεωτρητικῆς ἱκανότητος 3.300 μ.	\$ 1.250.000
5ον ἔτος	Δύο διερευνητικαὶ γεωτρήσεις ἐλάχιστου βάθους 2.650 μέτρων ἐκάστης διὰ γεωτρυπάνου γεωτρητικῆς ἱκανότητος 3.300 μ.	\$ 2.500.000
Σύνολον ἐλάχιστης ἐπενδύσεως		\$ 5.400.000

2. Ὑπὸ τὴν προϋπόθεσιν τῆς καταθέσεως τῆς ὑπὸ τοῦ ἄρθρου 30 τῆς παρούσης συμβάσεως ὀριζομένης ἐγγυήσεως ἡ 'Εταιρεία δύναται ἀπὸ τῆς ὑπογραφῆς ταύτης καὶ πρὸ τῆς κυρώσεώς της διὰ Νόμου νὰ ποιήσῃται ἑναρξιν τῶν ἐρευνητικῶν ἐργασιῶν, τῶν ὀριζομένων ὑπὸ τῆς προηγουμένης παραγράφου καὶ ἀναφερομένων εἰς τὰς ὑποχρεώσεις αὐτῆς τοῦ πρώτου ἔτους. 'Εν τῇ περιπτώσει ταύτῃ τὰ ἐπενδύμενα ποσὰ φέρονται εἰς πίστωσιν τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ πρώτου ἔτους.

'Εὰν ἐξ οἰουδήποτε λόγου δὲν ἤθελε κυρωθῇ ὑπὸ τῆς Νομοθετικῆς 'Εξουσίας ἡ παρούσα σύμβασις ἢ δὲν ἤθελε δημοσιευθῇ διὰ τῆς 'Εφημερίδος τῆς Κυβερνήσεως ἢ, κατὰ τὴν κύρωσιν ταύτης, ἤθελον ἐπέλθῃ τροποποιήσεις ὧν ἕνεκα τῶν ὁποίων ἡ 'Εταιρεία θὰ ἐδικαιούτο ν' ἀποστῇ ὀλοσχερῶς ἐκ τῆς ἐν λόγω συμβάσεως, κατὰ τὸ ἄρθρον 32 αὐτῆς, τὸ 'Ελληνικὸν Δημόσιον οὐδεμίαν ὑποχρέωσιν ἀναλαμβάνει καὶ οὐδεμίαν εὐθύνην φέρει πρὸς ἀπόδοσιν τῶν, κατ' ἐφαρμογὴν τῆς παρούσης παραγράφου, ἐπενδυθησομένων ποσῶν.

3. Καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ 'Εταιρεία, ὅποτεδήποτε, ἔχει τὸ δικαίωμα νὰ καταγγεῖλῃ τὴν παρούσαν ἀζημίως ἄνευ ἑτέρας ὑποχρεώσεως πλὴν τῆς ἐκπληρώσεως τῶν ὑποχρεώσεων τῆς τῶν ἀναφερομένων εἰς τὸ ἔτος ἐντὸς τοῦ ὁποίου πραγματοποιεῖται ἡ καταγγελία αὕτη.

4. 'Εὰν ἡ 'Εταιρεία διατηρήσῃ ἐρευνητικὸν χώρον μετὰ τὸ πέρασ τοῦ πέμπτου ἔτους, ὡς ἐν ἄρθρῳ 2ῳ παρ. 7 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς ἐρευνητικούς χώρους, οὓς παρακρατεῖ μετὰ τὸ πέρασ τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως τὰ κάτωθι ποσὰ.

Κατὰ
τετρ. χιλ/τρον

α. Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἐτῶν .	\$ 900
β. Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἐτῶν .	\$ 1.500
γ. Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἐτῶν .	\$ 2.250
δ. Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν (ἦτοι μετὰ τὸ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως)	\$ 3.000

5. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς 'Εταιρείας κατὰ τὰς ἐργασίας τῆς ἐρένης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν διετὴ περίοδον

* Εἰδικώτερον :

α) Εἰς περίπτωσιν καθ' ἣν αἱ ἐρευναι κατὰ τὸ διάστημα τοῦ δευτέρου ἔτους ἤθελον ὁδηγήσῃ εἰς τὴν διαμόρφωσιν γνώμης ὑπὸ τῆς ἐταιρείας, ὅτι εἶναι ἐπιθυμητὴ ἡ διενέργεια γεωτρήσεως ἐρευνητικῆς εἰς ἐλάχιστον βάθος 2.650 μέτρων, αὕτη (ἡ ἐταιρεία) θὰ ἔχῃ τὸ δικαίωμα τῆς ἐνάρξεως τῆς τοιαύτης γεωτρήσεως, καθ' οἷονδ' ἂν

ποτε χρόνον μετὰ τὸν 13ον μῆνα ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

β) 'Εν περιπτώσει καθ' ἣν ἡ 'Εταιρεία ἤθελον θεωρήσῃ ὅτι συνέλεξεν ἱκανὰς γεωφυσικὰς πληροφορίες, τότε τὸ ὑποχρεωτικῶς διατεθησόμενον κατὰ τὸ δεύτερον ἔτος κατὰ τὰ ἄνω ποσὸν τῶν \$ 250.000 δύναται νὰ διατεθῇ καὶ διὰ διερευνητικὰς γεωτρήσεις.

και των επομένων ανανεούμενων, ως αναφέρονται αυτοί εν τῷ παρόντι άρθρῳ παρ. 1 ἐπὶ πλέον των υποχρεώσεων της δι' ἐπένδυσιν δι' ἕκαστον των ἐτῶν τούτων, θὰ πιστοῦται ἔναντι των υποχρεώσεων ἐπενδύσεως τοῦ επομένου ἀνανεωτικοῦ ἔτους ἢ ἐτῶν. Πᾶν ποσὸν ἐπενδύμενον παρὰ τῆς Ἑταιρείας κατὰ τὰς ἐρευνητικὰς της ἐργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἰανδήποτε τῶν τριετῶν περιόδων των ἀναφερομένων εἰς τὴν παρ. 4 τοῦ παρόντος, ὑπερβαῖνον τὰς ρητῶς κατονομαζόμενας ἐπενδύσεις, διὰ τὴν περίοδον αὐτήν, θὰ πιστοῦται ἔναντι των υποχρεώσεων ἐπενδύσεως δι' ἐρεύνας της τῆς επομένης ἢ των επομένων τριετῶν περιόδων.

β) Ἐὰν ἡ Ἑταιρεία δὲν ἔχη ἐπενδύσει κατὰ τὸ τέλος ἐνὸς ἔτους ἢ μιᾶς των περιόδων τοῦ παρόντος άρθρου διὰ τὰς ἐρευνητικὰς ἐργασίας της, καί, εἰς τὴν περίπτωσιν των ἐργασιῶν ἐκμεταλλεύσεως, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, εἰς α' θὰ περιλαμβάνονται καὶ ἅπασαι αἱ πιστώσεις ὡς ὑπὸ (α) ἀνωτέρω, ἢ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφοράν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἢ τὴν περίοδον αὐτήν καὶ τοῦ πράγματι ἐπενδυσθέντος κατὰ τὸ ἴδιον ἔτος ἢ περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωρῶνται ὅτι ἀποτελοῦν πλήρη συμμόρφωσιν τῆς Ἑταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

6. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἑταιρείας, εἴτε ἐντός, εἴτε καὶ ἐκτὸς τῆς Ἑλλάδος, οἰασδήποτε φύσεως, καταβληθεῖσαν ἢ ὀφειλομένην παρὰ τῆς Ἑταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν των ἐργασιῶν της, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς των δαπανῶν ὀργανώσεως, των ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ των ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσει των ὑπὸ στοιχείων γ κατωτέρω ἀναφερομένων) ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι ἐκ των δαπανῶν ὀργανώσεως καὶ των ἐξόδων διοικήσεως καὶ των ἐν τῷ ἐξωτερικῷ καὶ ἐν Ἑλλάδι γενικῶν ἐξόδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθῶν ἔναντι των ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος άρθρου, ποσὰ ὑπερβαίνοντα τὸ 10 % των ὑποχρεώσεων ἐπενδύσεως τῆς Ἑταιρείας των ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος άρθρου, διὰ τὰς ἀντιστοιχοῦς περιόδους.

β) Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παρ. 6 ἐδ. α' μόνον.

Δαπάναι ὀργανώσεως θὰ θεωροῦνται καὶ ἅπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς Ἑταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἐξόδα διοικήσεως θὰ θεωρῶνται ἅπασαι αἱ δαπάναι των γραφείων, τῆς Ἑταιρείας ἐν HOUSTON, TEXAS ὡς καὶ δαπάναι χρεοῦμεναι ἢ ἐνεργηθεῖσαι παρὰ τῆς μητρὸς τῆς Ἑταιρείας καὶ ἢ ὑπὸ ἐλεγχόμενων ἢ συγγενῶν Ἑταιρειῶν τῆς μητρὸς Ἑταιρείας, διὰ παρεχομένων τεχνικῶν καὶ διοικητικῶν συμβουλῶν καὶ διαχειριστικὴν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἐξόδα θὰ θεωρῶνται ὅτι περιλαμβάνουν :

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

2. Τὴν ἀγορὰν ἐπίπλων καὶ ἐφοδίων των γραφείων τούτων καὶ πᾶσαν δαπάνην σχετιζομένην πρὸς τὴν ἐγκατάστασιν τούτων.

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

4. Τὰς δαπάνας μετακινήσεως καὶ μετασταθμεύσεως τοῦ ἀλλοδαποῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

5. Τὰς δαπάνας τὰς ἀναφερομένας εἰς ταξίδια ἐξωτερικῶν δι' ἐργασίας τοῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

6. Τὰς δαπάνας παραστάσεως ὁλοκλήρου τοῦ ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐὰν ἡ Ἑταιρεία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (RIGS) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης (φρεάτων) καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυνάμενων νὰ φθάσουν εἰς βάθος ὡς ὀρίζεται ἐν άρθρῳ 4 παράγραφος 5, ἡ Ἑταιρεία θὰ δικαιούται νὰ πιστώνῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος άρθρου, διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20% τῆς τιμῆς ἀγορᾶς (περιλαμβανομένης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα) ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιούτος τύπου γεωτρυπάνου, δι' ἕκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐχρησιμοποιήθη τὸ πρῶτον ἐν Ἑλλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Ἐὰν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάβου ἢ διὰ γεωτρυπάνου ἐκμισθωθέντος τῇ Ἑταιρείᾳ ὑπὸ μετ' αὐτῆς συνεργαζομένου ἢ τρίτου, τότε ὁλόκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἢ ὁλόκληρον τὸ μίσθωμα θὰ πιστοῦται ἔναντι των ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, ὡσάκως γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἢ τοὺς τρίτους.

Ἄρθρον 4.

Ὑποχρεώσεις ἐργασίας—Ἐρευναι.

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ποιήσῃται ἐναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν ἐπὶ τοῦ ἐρευνητικοῦ της χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ἰσχύος τῆς παρούσης συμβάσεως, ἅπας ὁ πρὸς ἔρευναν χώρος θὰ πρέπει νὰ ἔχη λεπτομερῶς ἐρευνηθῇ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης, πρὸς τὸ πρωταρχικὸν σκοπὸν, ὅπως δυνήθῃ ἡ Ἑταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἐρεύνης.

2. Μία βαθεῖα ἐρευνητικὴ γεώτρησις θ' ἀρχίσῃ ἐντὸς των πρώτων 25 μηνῶν, ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως.

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

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

5. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυθῶσι διὰ γεωτρυπάνων δυνάμενων νὰ φθάσωσιν εἰς βάθος 3.300 τοὐλάχιστον μέτρων (ἐκτὸς ἐὰν τὰ δεδομένα των σεισμικῶν μετρήσεων ἀποδείξουν ὅτι οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὅποιοι θὰ διατηρηθῶν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἱκανότητος).

6. Ἡ τοποθεσία των ὡς ἄνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἑταιρείας κατὰ τὴν κρίσιν της.

7. Ἐὰν συμπληρωθῶν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἓν ἔτος, θὰ πιστοῦνται ἔναντι των ὑποχρεωτικῶν ἐργασιῶν τοῦ επομένου ἔτους ἢ των επομένων ἐτῶν.

8. Ὡς βαθεῖα γεώτρησις νοεῖται γεώτρησις βάθους οὐχὶ ὀλιγώτερον των 2.650 μέτρων μετρομένου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου νοουμένων ἐν

τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἄρθρου, ὡς βαθέων ἐρευνητικῶν γεωτρήσεων καὶ τῶν ἀκολουθῶν γεωτρήσεων :

α) Οἰαδήποτε γεώτρησης καθ' ἣν ἀνεκαλύφθησαν ὑδρογονάνθρακες εἰς βάθος μικρότερον τῶν 2.650 μ. εἰς ποσότητος αἱ ὁποῖαι κατὰ τὴν κρίσιν τῆς Ἑταιρείας ἐξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἑταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένης γνωστοποιήσεις βάσει τῆς ὥς ἄνω ἀνακαλύψεως.

β) Οἰαδήποτε γεώτρησης καθ' ἣν τὸ γρανιτικὸν ἢ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰονδήποτε βάθος μεταξύ 750 καὶ 2.650 μέτρων. Ἐνιούτοις ἐὰν τὸ κρυσταλλικὸν ἢ γρανιτικὸν ὑπόβαθρον συνηντήθη εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησης δὲν θὰ θεωρῇται βαθεῖα γεώτρησης καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 2.650 μ. ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ (α) ἀνωτέρω προβλέπεται ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου ὑποβάθρου εἰς οἰονδήποτε βάθος ἢ μέχρις ὅτου συντρέξουν αἱ κατωτέρω ὑπὸ στοιχείον (γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψει ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησης διὰ τὴν ὁποῖαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνεῖ ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησης. Ἐφ' ὅσον ἡ συμφωνία αὕτη ἤθελεν προκύψει πρὶν ἢ ἡ γεώτρησης φθάσῃ τὸ βάθος τῶν 750 μέτρων τότε ἡ γεώτρησης αὕτη δὲν θὰ θεωρῇται βαθεῖα γεώτρησης καὶ ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 2.650 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχείον (α) ὡς ἄνω ὀρίζεται ἢ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ ὑποβάθρου, εἰς οἰονδήποτε βάθος τούτου, ἢ μέχρις ὅτου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησης δὲν δικαιολογῇται εἰς τὸ φρέαρ τοῦτο, οἰονδήποτε τῶν τριῶν γεγονότων ἤθελε προκύψει ἐνωρίτερον.

Εἰς τὰς περιπτώσεις ὑπὸ στοιχεῖα (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὰ μέτρα γεωτρήσεων τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ εἶναι ἕλασσον τῶν 2.650 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν ἐντὸς τῶν καθωρισμένων χρονικῶν ὁρίων, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν Δολλαρίων Η.Π.Α. 350, δι' ἑκάστον μέτρον, καθ' ὃ ὑπολείπεται τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 2.650 μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησης ἐν τῷ συνόλῳ τῶν λαμβανόμεναι θὰ θεωροῦνται ὡς μία βαθεῖα γεώτρησης κατὰ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

9. Ἐὰν ἡ Ἑταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰονδήποτε ἐρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονανθράκους καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἑταιρεία θὰ δικαιούται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως δι' ἐτέρας βαθείας γεωτρήσεως κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου. Ἐὰν ἐν τούτοις τὸ Ἑλληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεύῃ ὅτι ἡ ἀνακάλυψις ὑδρογονανθράκων θὰ ἦτο δυνατόν εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιούται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἑταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὅρον ὅτι ἡ αἰτήσις αὕτη θὰ ἐγένετο πρὸ τῆς μεταθέσεως τοῦ γεωτρουπάνου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῆς ἱκανότητος τοῦ γεωτρουπάνου.

Ἡ Ἑταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἄνω αἰτήσιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολουθοῦς ὅρους :

α) Ἡ συμπληρωματικὴ γεώτρησης θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλῃ τῇ Ἑταιρείᾳ πᾶσαν

δαπάνην τῆς τοιαύτης γεωτρήσεως συμφώνως πρὸς τὰς ὑπὸ τῆς Ἑταιρείας, διενεργουμένης μέχρι τότε πληρωμᾶς, περιλαμβανομένων τῶν ποσοτῶν ἀποσβέσεως τῶν προβλεπομένων ἐν Πίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστοῦ 10 %. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς Ἑταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

β) Τὸ Ἑλληνικὸν Δημόσιον θὰ ἀναλαμβάνῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν ζημίαν ἣν ἤθελον ὑποστῇ ἡ Ἑταιρεία ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεωτρήσεως, ἐξαιρέσει τῶν τυχόν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς Ἑταιρείας.

γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησης ἤθελε προκαλέσει καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἑταιρείας συμφώνως τῷ παρόντι ἄρθρῳ, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὁποίων οἰαδήποτε τῶν ὑποχρεώσεων τούτων δέον νὰ ἐκπληρωθῶσι.

δ) Ἐν περιπτώσει καθ' ἣν ἤθελον ἀνακαλυφθῇ εἰς τὸ ὡς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονανθράκους, εἰς ποσότητος ἐξασφαλίζουσας κατὰ τὴν ἐλευθέραν τῆς Ἑταιρείας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν Ἑταιρείαν ἐκμετάλλευσιν, ἡ Ἑταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτήσῃται νὰ λάβῃ παραχώρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν ὡς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως ὀρίζεται, τῆς Ἑταιρείας ὑποχρεουμένης ὡς εἰκὸς ἐν τῇ περιπτώσει ταύτῃ νὰ πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ τριάκοντα ἡμέρας μετὰ τὴν δῆλωσιν ὑπὸ τῆς Ἑταιρείας τὸ προβλεπόμενον διὰ τῶν παρ. 1 καὶ 2 τοῦ ἄρθρου 5, ποσὸν ἐξικνουμένον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ ὁποῖον ἐπλήρωσεν τὸ Ἑλληνικὸν Δημόσιον τῇ Ἑταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10 % ἐτησίως).

Τὰ οὗτα πληρωνόμενα ποσά, θὰ λαμβάνωνται ὡς δαπάναις τῆς Ἑταιρείας διὰ τὰς ἐν ἄρθρῳ 3 προβλεπομένης ὑποχρεώσεις.

Ἄρθρον 5.

Δικαίωμα τῆς Ἑταιρείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν.

Ἀριθμὸς καὶ χρόνος διαρκείας τούτων.

1. Ἐὰν καθ' οἰονδήποτε χρόνον καθ' ὃν ἡ Ἑταιρεία διατηρεῖ ἐρευνητικὰ δικαιώματα βάσει τῆς παρούσης συμβάσεως ἀνευρεθῇ εἰς ἐρευνητικὸν φρέαρ ἀνοιχθὲν παρὰ ταύτης ποσότης ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς Ἑταιρείας τὴν οἰκονομικῶς σύμφορον, εἰς ἐμπορικὴν κλίμακα, ἐκμετάλλευσιν τούτων διὰ ταύτην, αὕτη, μετὰ τὴν ὑποβολὴν πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιούται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ὡς παραχώρησις» ἢ «παραχώρησις πρὸς ἐκμετάλλευσιν», περιλαμβάνουσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὅρους τῶν παρ. 2,3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἄρθρου (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. Ἀπὸ τῆς στιγμῆς τῆς γνωστοποιήσεως συμφώνως πρὸς τὰ ἐν ἄρθρῳ ἐνδεκα (11) τοῦ Ν. 3948/1959 ὀριζόμενα, εἰς τὸ Ὑπουργεῖον Βιομηχανίας τῆς ἐπιτελείσεως περιοχῆς, ἡ Ἑταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ' αὐτῆς ἐπιτελείσεως περιοχῆς ἢ περιοχῶν.

3. Ἡ μεγίστη ἑκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πενήτηκοντα τετραγωνικά χιλιόμετρα, οἰονδήποτε σχήματος, καθοριζομένου παρὰ τῆς Ἑταιρείας. Ἐὰν ἐν τούτοις ἡ Ἑταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, ὅτι ἡ πιθανὴ ἑκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πενήτηκοντα τετραγωνικά χιλιόμετρα (50 τετρ. χιλιόμετρα) τότε ἡ Ἑταιρεία θὰ δικαιούται εἰς

παραχωρητήριοι εκτάσεως προς εκμετάλλευσιν μεγαλυτέρας τῶν 50 τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ (100) ἑκατὸν τετραγωνικά χιλιάμετρα.

Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς εκμετάλλευσιν ὅν δικαιούται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλήρες δικαίωμα ἡ Ἑταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριόριστος. Ἐκάστη δὲ νέα γεωτρήσις τῆς Ἑταιρείας εἰς ἐρευνητικούς χώρους ἀνήκοντας εἰς τὴν Ἑταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς εκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακος θὰ παρέχῃ εἰς τὴν Ἑταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

5. Ἡ διάρκεια ἐκάστης παραχωρήσεως πρὸς εκμετάλλευσιν θὰ εἶναι εἰκοσιοεταετής (28), ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι' ἐκάστην παραχώρησιν, πρὸς εκμετάλλευσιν.

Ἐφ' ὅσον ἡ Ἑταιρεία συνεμορφώθῃ πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ' ἐκάστης παραχωρήσεις εκμεταλλεύσεως, ἡ 28ετής αὕτη περίοδος θὰ παρατείνεται αὐτομάτως δι' ἕτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς ὅρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν ὅρον ἐν τούτοις, ὅτι οἰαδήποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς εκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμόζονται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων ὧν παρατείνεται ὡς ἄνω ἡ ἰσχὺς ὑπὸ τὸν ὅρον ὅτι τροποποιήσεις τοῦ Ν. 3948/1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦς παρατάσεως.

Ἄρθρον 6.

Ὑποχρεώσεις εκμεταλλεύσεως καὶ παραγωγῆς τῆς Ἑταιρείας.

1. Ἀμα τῇ, κατὰ τὸ προηγούμενον ἄρθρον 5 τοῦ παρόντος, ὑποβολῇ τῆς προβλεπομένης ἐν ἄρθρῳ ἑνδεκα (11) τοῦ Νόμου 3948/1959 δηλώσεως δι' ἐπιλεγείσαν παρὰ τῇ Ἑταιρείᾳ περιοχὴν, αὕτη θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως ὁρίων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀποστασιν μετὰ τῶν τοιαύτην ἦτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἑταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδεμένα, νὰ ἐξασφαλίσῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατὴν ἀπόδοσιν.

2. Ἡ Ἑταιρεία θὰ συνεχίξῃ παραγωγικὴν ἐργασίαν κατὰ τοὺς κανόνες τῆς τέχνης ὑπὸ τὰς προϋποθέσεις τῆς παρ. 3 τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῶς κανόνες καλῆς εκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίσῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμήν ἡ Ἑταιρεία θὰ ὑποχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νὰ προβῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἐκάστοτε ὑφισταμένων ἐγκαταστάσεων τῆς, εἰς ρυθμὸν ὅστις συμφώνως πρὸς τὴν διεθνή πρακτικὴν διὰ τὰ πετρέλαια :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνες τῆς τεχνικῆς.

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

γ) Δὲν εἶναι οἰκονομικῶς συμφέρον, ἥτοι δὲν ἐξασφαλίζει εἰς τὴν Ἑταιρείαν κέρδος.

4. Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ ὅτι αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς Ἑταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν τοῖς ὑπ' ἀριθ. 1, 2 καὶ 3 παραγράφους διατάξεις, τότε τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τοῦτο ἐγγράφως εἰς τὴν Ἑταιρείαν πρὸς ἑναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης.

Εἶναι αὐτονόητον ὅτι ἐὰν ἡ Ἑταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ Ἑλληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἄρθρῳ 26 ὁριζόμενα, κατὰ τὴν διάρκειαν τῆς ὁποίας ἡ Ἑταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιήσῃται ἑναρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

Ἄρθρον 7.

Ἐπιτρεπόμεναι ἐργασίαι παρὰ τῆς Ἑταιρείας-Περιορισμοί.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικὰς, γεωφυσικὰς καὶ οἰανδήποτε ἑτέραν ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἵαδήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικὰς γεωλογικὰς γεωτρήσεις καὶ ἐρευνητικὰς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπὸν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς εκμετάλλευσιν εἰς χεῖρας τῆς Ἑταιρείας βάσει τῆς παρούσης συμβάσεως καθ' οἵανδήποτε στιγμήν.

2. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων νὰ ἀνοίγῃ φρέατα εκμεταλλεύσεως καὶ νὰ ἐξορύσῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονανθράκους.

3. Ἡ Ἑταιρεία θὰ δικαιούται νὰ ἀποθηκεύῃ τοὺς ὑπ' αὐτῆς παραχθέντας ὑδρογονανθράκους, νὰ τοὺς ὑποβάλλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν (ὡς π.χ. ἀποχωρισμὸς ὕδατος καὶ ἰζημάτων, ἀποθελίσεις, ἀποχωρισμὸς τῆς φυσικῆς βενζίνης-NATURAL GASOLINE-ἐκ τῶν φυσικῶν ἀερίων) καὶ νὰ τοὺς μεταφέρῃ.

4. Ἡ Ἑταιρεία θὰ ἔχῃ τὴν κυριότητα ἐπὶ ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθέρως αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλῆσεως τῶν εἰς τὴν ἐγχώριον ἀγοράν, εἴτε διὰ τῆς ἐξαγωγῆς τῶν, τηρουμένων ὁμως τῶν ἐν ἄρθρῳ 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκήσιν τῶν ὑπὸ τοῦ παρόντος ἄρθρου δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεώς τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, ἡ μισθώτρια Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγείρῃ ἢ νὰ ἀναθέσῃ τὴν ἀνέγερσιν καὶ ἢ νὰ χρησιμοποιοῇ καὶ ἢ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως, ἐργοταξίου, ἀγωγούς μεταφορᾶς, δι' ἀργὸν πετρέλαιον ἢ ἀέρια, διαχωριστάς, ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγομένων ὑπ' αὐτῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἐγκαταστάσεις ἀφαιρέσεως θείου κ.λ.π. δευτερευούσας σιδηροδρομικὰς γραμμάς, ἐγκαταστάσεις ἀποθηκεύσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικοὺς σταθμούς καὶ Ἑλληνικοὺς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικὰ καὶ ραδιοφωνικὰ ἐγκαταστάσεις καὶ πᾶσαν ἑτέραν ἐγκατάστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύναται νὰ ἀνοικοδομηθοῦν καὶ ἢ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἑταιρείας μόνον ἐφ' ὅσον αἱ ἤδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην κρατικὴν Ὑπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἑταιρείας ἢ ὅταν ἡ χρησιμοποίησις τῶν δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἑταιρείαν κατὰ τὴν κρίσιν ταύτης.

6. Ἡ Ἑταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εὐδόωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὁποίους κατέχει εἰς οἰανδήποτε στιγμήν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἄνευ σοβαροῦ λόγου.

7. Τὸ Ἑλληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν Ἑταιρείαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας Ἀρχῆς συμπεριλαμβανομένων τῶν Στρατιωτικῶν Ἀρχῶν, τῶν ἀναγκαιουσῶν πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγούμεναις παραγράφους περιγραφομένων σκοπῶν.

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων καθιστᾷ ἀδύνατον ἢ καθυστερεῖ ἀναγκαιῶς τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς πᾶσα προκύπτουσα καθυ-

στέρησις ἢ παράλειψις ἐκτελέσεως οἰωνδήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρέωσιν τῆς Ἑταιρείας δὲν θὰ ἀποτελῇ παράβασις τῶν ὅρων τῆς παρούσης καὶ θὰ θεωρῇται ὡς περίπτωσις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἄρθρου 25 τῆς παρούσης συμβάσεως.

8. Ἡ Ἑταιρεία κατὰ τὴν ἐκτέλεσιν τῶν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως διενεργῇ ἐκρήξεις δι' ἀεριοβόλου ἢ διὰ χρησιμοποίησεως ἐτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλάσσης πανίδος. Μόνον εἰς ἐξαιρετικὰς περιπτώσεις καθ' ἃς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατόν νὰ ἀποδώσουν ἱκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησις ἐκρηκτικῶν ὑλῶν.

9. Αἱ γεωφυσικαὶ ἐρευναι, αἱ γεωτρήσεις καὶ ἡ ἐκμετάλλευσις ἀνακαλυφθησομένου πετρελαίου ἐντὸς τῆς θαλάσσης θέλουσι λάβει χώραν καὶ ὑπὸ τὰς κάτωθι προϋποθέσεις.

α) Τὰς σχετικὰς ἐρευνας θὰ δύναται νὰ παρακολουθήσῃ τὸ Ἀρχηγεῖον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούμενον πρὸς τοῦτο ἐγκαίρως ὑπὸ τῆς Ἑταιρείας.

β) Αἱ ἐργασίαι δὲν θὰ ἐπιφέρουν οὐσιώδεις μεταμορφώσεις ἁπλῶν καὶ βυθῶν τῆς περιοχῆς.

γ) Δὲν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυσιπλοΐα εἰς τὴν ἐν ἄρθρ. 1 προσδιοριζομένην περιφέρειαν καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα, πρὸς πρόληψιν οἰασθήποτε βλάβης ὕφισταμένων Υ/Β καλωδίων ἐν τῇ περιφερείᾳ ταύτῃ.

δ) Θὰ ἀπαγορευθῶσιν αἱ ἐργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κλπ. τὰ τυχόν δὲ χρησιμοποιηθῶμενα πλωτὰ μέσα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσῃ, καὶ θὰ φωτοσημαίνωνται τὰ ἐντὸς τῆς θαλάσσης χρησιμοποιηθῶμενα μέσα, συμφώνως τοῖς κανονισμοῖς.

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα δέον νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Δ/σιν Ὑδρογραφίας Ε.Ν. πρὸς ἐκδοσὶν τῶν σχετικῶν Ἀγγελιῶν καὶ Προαγγελιῶν τοῖς Ναυτιλλομένοις.

στ) Ἡ Ἑταιρεία ὑποχρεοῦται ὅπως εἰς περίπτωσιν ἀνευρέσεως κατὰ τὴν διενέργειαν τῶν ἐρευνῶν οἰωνδήποτε ἀντικειμένου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, νὰ ἀναστελῇ πᾶσαν ἐργασίαν καὶ νὰ εἰδοποιήσῃ ἐπείγοντως τὴν ἀρμοδίαν ὑπηρεσίαν Ἀρχαιοτήτων διὰ τὴν λήψιν ὑπ' αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιοτήτων ἐνδεικνυμένων μέτρων.

ζ) Αἱ ἐργασίαι θὰ ἀπαγορεύωνται ἢ θὰ διακόπτονται ἐκτάκτως, ἐφ' ὅσον ἤθελε κριθῇ ἀναγκαῖον διὰ λόγους ἐθνικῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ἕως ὅτου ἐκλείψωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἄνευ οὐδεμιᾶς ὑποχρέωσιν τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται ὅτι μία τοιαύτη διακοπὴ τῆς ἐργασίας θὰ θεωρηθῇ ὡς προξενηθεῖσα ἐξ ἀνωτέρας βίας συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

Ἄρθρον 8.

Καταβολὴ στρεμματικοῦ.

Ἡ Ἑταιρεία θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον, ὅστις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐπὶ ἀπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἑταιρείας εἰς οἰωνδήποτε στιγμὴν, συμφώνως τῇ παρούσῃ συμβάσει.

Ἡ καταβολὴ τοῦ φόρου τούτου ἄρχεται ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ Ἑταιρεία καθίσταται μισθώτρια παραχωρήσεων.

Ἄρθρον 9.

Δικαιώματα.

1. Ἡ Ἑταιρεία θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ 12,50 % ἐπὶ πάσης φύσεως ποσότητος παραγομένων καὶ μετρούμενων, κατὰ τὰ ἐν παρ. 3 τοῦ παρόντος ἄρθρου, ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς, κατὰ τὴν

διάρκειαν τῶν ἐργασιῶν τῆς, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὕδατος καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς Ἑταιρείας χρησιμοποιούμεναι διὰ τὰς ἰδίας τῆς ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (Repressuring) ἢ ἀναποφεύκτους ἀπώλειαις κατὰ τὴν διάρκειαν τῶν ἐργασιῶν κυρίως καίόμενα ἀέρια (Flared Gas) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ αερίου θὰ καταβάλλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμῇ νὰ εἰσπράξῃ ταῦτα εἰς εἶδος, ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκάστου ἡμερολογιακοῦ ἐξαμήνου τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἑταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἢ τμῆμα τῶν δικαιωμάτων του εἰς εἶδος κατὰ τὸ ἐπόμενο ἡμερολογιακὸν ἐξάμηνον διὰ τὸ ἀργὸν πετρέλαιον καὶ ἢ τὸ φυσικὸν ἀέριον. Ἀφ' ἧς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποίησεν τὴν ἐπιλογὴν του εἰς τὴν Ἑταιρείαν οὐδεμία μεταβολὴ θὰ εἶναι ἐπιτρεπτή ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἐξαμήνου, πλην ἐπιτεύξεως ἀμοιβαίως ἱκανοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἀργὸν πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρείας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνη εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τοῦτον ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνθῆκας παραδεγμένα εἰς τὴν διεθνή πρακτικὴν τῶν πετρελαίων συστήματα.

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἶδος δικαιώματά του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρείας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, ἢ δὲ Ἑταιρεία ὑποχρεοῦται νὰ ἀποθηκεύσῃ, τῇ εὐθύνῃ τοῦ Ἑλληνικοῦ Δημοσίου, τῆς Ἑταιρείας οὐσης ὑπευθύνου δι' οἰωνδήποτε ἀπώλειαν ἢ ζημίαν προερχομένην ἐξ ἀμελείας τῆς, εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἄνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου τὸ οὕτως εἰς τὸ Δημόσιον παραδοθῆσομενον ὡς δικαίωμα ἀργὸν πετρέλαιον. Ἐν περιπτώσει καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἶδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα εἴτε νὰ διαθέσῃ ἐλευθέρως τοῦτο, ὅποτε θὰ πληρώσῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἢ νὰ ἐξακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἐναντι λογικῶν ἀποθηκευτῶν ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σὺν 10 %.

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

6. Ἐὰν ἡ Ἑταιρεία εἶναι ἰδιοκτῆτρια καὶ ἐκμεταλλεύεται οἰωνδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ αερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἑταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρι οἰωνδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιεῖται παρὰ τῆς Ἑταιρείας ἐναντι καταβολῆς δαπανῶν πλέον τῶν 10 %.

Ἡ παρούσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἑταιρείας νὰ κατασκευάσῃ ἀγωγούς ἢ οἰανδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὧσων τυχὸν ἔχει ἢ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας πρὸς τὸν σκοπὸν τούτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ Ἑταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγγυρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (POSTED PRICE) τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα, θὰ ὑπολογίζεται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι Διυλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἑταιρείαν, ὡς τοῦτο ὀρίζεται εἰς τὸ ἄρθρον 12, παρ. 9 (α).

Ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ Ἑταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγγυρίου 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 ὑπολογίζεται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὀρίζεται εἰς τὸ ἄρθρον 12 παρ. 9 (β).

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (GASOLINE) θὰ ὑπολογίζεται ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἑταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ πληρωμὴ δικαιωμάτων μείον ἐξόδων βιομηχανοποιήσεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὅσον καταβάλλεται εἰς μετρητὰ, ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως, τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἑταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ καταβολὴ τῶν δικαιωμάτων δι' ἕκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μείον ἐξόδων ἐπεξεργασίας καὶ μεταφορᾶς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (WELLHEAD) εἰς τὸ σημεῖον παραδόσεως.

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

Ἄρθρον 10.

Φόροι.

1. Ἡ Ἑταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος ὡς Ἀνώνυμος Ἑταιρεία βάσει παγίου συντελεστοῦ 50 % ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὀριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἁρθροῦ οἰοσδήποτε καὶ ἂν εἶναι ὁ συντελεστὴς ὁ ἐκάστοτε ἰσχύων διὰ τὰς ἄλλας Ἑταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, ἀφαιρῆται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος δυνάμει τοῦ ἁρθροῦ 9 τῆς παρούσης συμβάσεως καὶ ἀπὸ τὸν χρόνον ποῦ ἡ Ἑταιρεία ἔχει καθαρὸν κέρδος, τὰ στρεμματικὰ δικαιώματα συμφώνως τῷ ἁρθρῷ 8 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὅπως εὑρεθῇ τὸ καθαρὸν ποσόν, τοῦ φόρου εἰσοδήματος, τὸ ὁποῖον θὰ καταβληθῇ ὑπὸ τῆς Ἑταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν περίοδον.

Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἁρθροῦ 9 τῆς παρούσης συμβάσεως δεόν νὰ καταβάλλωνται ἐπὶ οἰασδήποτε παραγωγῆς ὑδρογονανθράκων ἀσχετῶς ἐὰν αἱ ἐργασίαι τῆς Ἑταιρείας ἀποφέρουν κέρδος ἢ ζημίαν.

Συμφωνεῖται περαιτέρω ὅτι τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ βάρη, ὡς ταῦτα ἀνα-

φέρονται ἐν ἁρθροῖς 9 καὶ 10 τῆς παρούσης συμβάσεως θὰ παραμείνουν ἀμετάβλητα καθ' ὅλην τὴν διάρκειαν τῆς συμβάσεως ταύτης καὶ ὅτι ἡ ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος θὰ παραμείνῃ ὡσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως ἢ δὲ Ἑταιρεία, ἐν ὅψει τῆς τοιαύτης ἀναληφθείσης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῖ ὅτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἢ καὶ μεταγενεστέρως οὐδεμίαν προτίθεται νὰ προβάλῃ ἀντίρρησην ἢ ἀμφισβήτησιν ὡς πρὸς τὸ ποσοστὸν τοῦ 50 % ἐπὶ τοῦ καθαρῷ κέρδους, ὡς προβλέπεται ἀνωτέρω, ἀποδεχομένη κατὰ πάσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ἰσχὺν τῆς ρήτηρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν παραγράφῳ 1 ἀναγνωρίζεται ὡς ἐκπιπτόν συμφώνως πρὸς τὸν Νόμον 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. Οἱ τυχὸν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθσόμενοι ὑπὸ τῆς Ἑταιρείας εἰς τὰς Η.Π.Α. κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἢ μετὰ τὴν λήξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἑταιρείας, τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παραγρ. 1 ὡς ἀνωτέρω.

3. Ἐξαίρεσις τοῦ φόρου ἐπιφανείας μεταλλείων, τοῦ προβλεπόμενου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (στρεμματικός), τῶν δικαιωμάτων τῶν προβλεπόμενων ὑπὸ τοῦ ἁρθροῦ 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπόμενου εἰς τὴν παρ. 1 τοῦ παρόντος ἁρθροῦ, ἡ Ἑταιρεία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά τῆς καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰαδήποτε μηχανήματα, ἀνταλλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὕλικά παντὸς εἶδους τὰ εἰσαγόμενα ἐκ τοῦ ἐξωτερικοῦ καὶ προσριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἶδους) ὡς καὶ τῶν ὑπὸ τῆς Ἑταιρείας παραγομένων ὑδρογονανθράκων, ἐξαιρουμένων τῶν διυλισμένων προϊόντων οἰοσδήποτε φύσεως, θὰ ἀπαλλάσσονται παντὸς φόρου ἀμέσου ἢ ἐμμέσου παντὸς εἶδους καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων, τελῶν χαρτοσήμου ἢ εἰσφορῶν ἢ πάσης ἐτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοποὺς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰοσδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν καθαρῶς ἀνταποδοτικῶν τελῶν δι' ὑπηρεσίας ἢ δικαιώματα πάσης φύσεως καὶ τῶν ὑπὲρ τῶν ἀσφαλιστικῶν ταμείων καὶ ὀργανισμῶν Ἑργοδοτικῶν Ἀσφαλιστικῶν Εἰσφορῶν.

Ἡ παρούσα σύμβασις καθὼς καὶ οἰαδήποτε συμφωνία ἢ σύμβασις βάσει ταύτης, ἡ ὁποία ἤθελεν ὑπογραφῇ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερυνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῶν περιφερειῶν τῶν περιγραφομένων ἐν ἁρθρῷ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοποὺς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου, οἰοσδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ Ἑλληνικοῦ Δημοσίου ὡς πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὁποῖοι παρέχουν ὑπηρεσίας σχετικὰς πρὸς τὴν παρούσαν σύμβασιν.

Αἱ ἐκάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρτισιν οἰοσδήποτε συμβάσεως σχετιζομένης πρὸς τοὺς σκοποὺς τῆς παρούσης καὶ ὑποθηκοφυλάκων ἐμπίσθων ἢ ἀμίσθων διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης ἐπ' οὐδενὶ λόγῳ εἶναι δυνατόν νὰ ὑπερβῶσι δι' ἕκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ ἄλλοδαποὶ μέτοχοι ἢ συνεταιροὶ τῆς Ἑταιρείας ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἢ διαμένουν εἰς τὸ ἐξωτερικόν, ἀπαλλάσσονται ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἑταιρείας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθέντος δι' εἰδικούς σκοπούς, τελῶν, κρατήσεων, εισφορῶν ἢ ἄλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἢ τρίτων, λόγῳ τῆς ιδιότητός των ὡς μετόχων ἢ συνεταιρῶν τῆς Ἑταιρείας.

5. Ἀπασαὶ αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἑταιρείας, αἱ σχετικαὶ μὲ τὴν ὀργάνωσίν της καὶ τὰς ἐργασίας της κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς ἢ ἐκτὸς Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοdon ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἑταιρείας βάσει τῆς παρούσης συμβάσεως, θὰ ἀθροίζονται ὑπὸ τῆς Ἑταιρείας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

6. Ἐν περιπτώσει καθ' ἣν ἡ Ἑταιρεία ἐμφανίσῃ καθαρὰν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους της ἀπόκτησιν τῆς πρώτης της παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἢ ἐν λόγῳ ζημίας θὰ ἀγῆται εἰς νέον ὑπὸ τῆς Ἑταιρείας καὶ θὰ ἐνοποιῆται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἢ περιόδων, εἴτε αὗται δεικνύουν κέρδη εἴτε ζημίας.

Τὸ οὕτω προκύπτον ἀποτέλεσμα ἐὰν ἐξακολουθῇ νὰ ἐμφανίζῃ ζημίαν θὰ ἀγῆται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἑταιρείας καὶ θὰ ἐνοποιῆται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. Ἡ ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξῃ ἡ παροῦσα σύμβασις ἢ Ἑταιρεία δὲν θὰ δικαιούται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ὅς ἤθελεν ὑποστῇ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ ὅρου «καθαρὰ κέρδη» τῆς Ἑταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἐκάστην διαχειριστικὴν περίοdon, τὰ κέρδη ἅτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθάριστων ἐσόδων τῆς Ἑταιρείας τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ὧν τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐν γένει διὰ τῶν ὁποίων ἐπιβαρύνθη ἡ Ἑταιρεία λόγῳ τῶν ἐργασιῶν της συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἀν αὗται προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἔξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἁρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα (B) τῆς παρούσης συμβάσεως καὶ ἡ ἐκπτώσις των θὰ ἐπιτρέπηται ἀνεξαρτήτως ἰσχυόντων ἢ μελλόντων νὰ ἰσχύσουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἐκπτώσεις.

Αἱ ἐκτὸς Ἑλλάδος μετὰ τὴν ἐναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως ὡς ὑπὸ στοιχεῖα (α) καὶ (β) κατωτέρω δαπάναι δὲν θὰ δύνανται νὰ ὑπερβοῦν ποσοστὸν 10 % ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἑταιρείας ἐν Ἑλλάδι :

Αἱ οὕτω περιοριστικῶς ἐκπιπώμεναι δαπάναι εἶναι :

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

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραγράφῳ 1 (α) τοῦ Πίνακος B καὶ αἱ δαπάναι πωλήσεως ὡς ἐν παραγρ. 1 (δ) τοῦ Πίνακος B', αἱ ὁποιαὶ πραγματοποιοῦνται ἐκτὸς Ἑλλάδος διὰ λογαριασμὸν τῆς Ἑταιρείας ὑπὸ ἐτέρων Ἑταιρειῶν αἱ ὁποιαὶ ἐλέγχονται ἀπ' εὐθείας ἢ ἐμμέσως ὑπὸ τῆς C & K PETROLEUM INC ἢ ὑπὸ ἐτέρων συγγενῶν Ἑταιρειῶν.

Εἰς τὰς δαπάνας, ἐπιβαρύνσεις καὶ ἔξοδα, ὡς ἄνω, δὲν θὰ περιλαμβάνονται ὅμως τὰ ὑπὸ τοῦ ἁρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα).

Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἐξορυσσομένων ὑδρογονανθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἐξαγωγὴν θὰ εἶναι ἐκείνη ἡ πράγματι χρεουμένη τιμὴ FOB ἀκραῖον παραθαλάσσιον ἀποθηκευτικὸν χώρον. Ἀκαθάριστα ἔσοδα δι' ἐγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἶναι τὰ πραγματικὰ ἔσοδα.

Ὁ καθορισμὸς τῶν ἀκαθάριστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἐξόδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνοῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἶδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἁρθρῳ 9 τῆς συμβάσεως, τὸ ποσὸν τοῦτο ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἄνω ἄρθρον 9 θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἁρθρῳ.

Ἐν τέλει τῆς παρούσης συμβάσεως παρατίθεται Πίναξ ὑπὸ στοιχείων B' ἐμφαίνων τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεῖα τοῦ κόστους, ἐξόδων, βαρῶν καὶ λοιπῶν δαπανῶν τῆς Ἑταιρείας.

8. α) Ἡ Ἑταιρεία θέλει κλείει τὸν ἰσολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου ἣτις θὰ εἶναι ἐνιαυσία.

β) Ὁ ἑλεγχος τῶν βιβλίων τῆς Ἑταιρείας θὰ διενεργῆται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς ἐν Ἑλλάδι Νομοθεσίας.

γ) Ὀλόκληρον τὸν βάσει τῆς δηλώσεώς της βεβαιούμενον φόρον ἢ Ἑταιρεία θέλει καταβάλλει ἐκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποβολῆς ταύτης.

δ) Αἱ περὶ βεβαιώσεως φόρου ἑναντι τοῦ φόρου εἰσοδήματος τῆς διανουμένης διαχειριστικῆς περιόδου, ἰσχύουσαι ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐπιφυλασσομένων ὅμως τῶν ἐκ τοῦ ἁρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἢ κατὰ ἐξαμηνία τῶν ὑπὸ τῶν ἄνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἑταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἐκάστοτε ληξάσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δι' ἀνακριβῆ δήλωσιν διατάξεις τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐφ' ὅσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ ὀφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὀφειλομένης εἰς πταῖσμα τῆς Ἑταιρείας ἀλλὰ ἐκ πλάνης διαφόρου ἐρμηνείας παρὰ τῆς Ἑταιρείας τῶν ἐφαρμοστῶν ἐν προκειμένῳ διατάξεων.

στ) Αἱ λοιπαὶ διατάξεις τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας περὶ φορολογίας εἰσοδήματος νομικῶν προσώπων αἱ ρυθμίζουσιν τὴν διαδικασίαν τῆς ὑποβολῆς τῶν φορολογικῶν δηλώσεων τοῦ εἰσοδήματος τῆς κοινοποιήσεως τῆς προσκλήσεως πρὸς διοικητικὴν ἐπίλυσιν τῆς διαφορᾶς, τῆς κοινοποιήσεως τῶν φύλλων ἐλέγχου τῶν ἐνστάσεων κατὰ τοῦτο ὡς καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεων μέσων καὶ τῆς βεβαιώσεως τοῦ φόρου ἐφαρμόζονται καὶ ἐν προκειμένῳ.

ζ) Ἐννοεῖται ὅτι αἱ διατάξεις τοῦ ἁρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἁρθρου, ὑποχρεώσεων τῆς Ἑταιρείας.

Ἄρθρον 11.

Εἰσαγωγὴ, ἐξαγωγὴ Μηχανημάτων, Ἐξοπλισμοῦ καὶ ὕλικῶν.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζηται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν πάντα τὰ μηχανήματα καὶ ἐξοπλισμὸν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀν-

ταλλακτικῶν αὐτῶν καὶ οἰαδήποτε ὑλικά, οἰαδήποτε φύσεως, τὰ ὁποῖα κατὰ τὴν κρίσιν τῆς Ἑταιρείας εἶναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς. Ἡ παρούσα σύμβασις ἐπέχει θέσιν οἰαδήποτε ἀναγκαίας ἀδείας ἢ ὁποῖα ἀπαιτεῖται εἰς κάθε περίπτωσιν δὲ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμός, ἀνταλλακτικά καὶ ὑλικά οἰαδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, σκαφῶν θαλάσσης φορέων (Platform) εἴτε αὐτοκινουμένων εἴτε ὄχι εἰς τὰ ὁποῖα ἔχουν στερεωθῇ μηχανήματα, ἐργαλεῖα, γερανοὶ ἢ οἰαδήποτε ἄλλα ἐξαρτήματα οἰαδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἑταιρείας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τέλος τζίπς ἢ ἀντίστοιχα ὀχήματα παντὸς εἶδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἑξ κατὰ τὴν ἑναρξίν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἕκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Ἡ Ἑταιρεία θὰ εἶναι ἐλευθέρη νὰ ἐξαγάγῃ καθ' οἷονδήποτε χρόνον ὅλα τὰ μηχανήματα, ἐξοπλισμὸν καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν, καὶ τὰ οἰαδήποτε φύσεως σκάφη θαλάσσης καὶ φορεῖς (Platforms) ἢ αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου, ἐκτὸς ἐὰν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως, θεσπίζουσι διαφοροτρόπως καὶ αἱ τοιαῦται ἐξαγαγαὶ δὲν θὰ ὑπόκεινται εἰς οἰανδήποτε ἰδιαιτέραν ἐξουσιοδότησιν ἢ ἀδειαν, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς κακαταβολὴν οἰωνδήποτε φόρων ἐξαγωγῆς δασμῶν ἢ ἄλλων φόρων τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ἡ περιπτώσει ἡ Ἑταιρεία πώλησιν ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὁποῖα εἰσήγαγε συμφώνως πρὸς τοὺς ὅρους τοῦ παρόντος ἄρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφορὰς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἰσχύϊ ἐκάστοτε Νομοθεσίᾳ τῇ δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἑταιρείαν ἐὰν ἡ πώλησις ἔχῃ γίνῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην τινὰ Ἑταιρείαν ἢ ἐργολάβον οἱ ὁποῖοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ὡς ἡ Ἑταιρεία, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

Ἄρθρον 12.

Ἐγχώριος Κατανάλωσις καὶ Ἐξαγωγή.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συνομολογοῦν ὅτι ὁ πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρούσης συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἐγχωρίου ἀγορᾶς δι' ἐγχωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἑθνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. «Κατάλληλον ἀργὸν πετρέλαιον» ὡς εἰς τὸ παρὸν ὑπ' ἀριθ. 12 ἄρθρον χρησιμοποιεῖται, ἐννοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικά, ἢ σημαντικῶς διάφορον ὡς πρὸς τὸ εἰδικὸν αὐτοῦ βάρος ἢ ποιότητα, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως Διυλιστηρίων ἀπαιτουμένου ἀργοῦ, ἐξ ὧν λόγων αἱ δαπάναι λειτουργίας τοῦ ἐν λόγῳ Διυλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως Διυλιστηρίων, πρὸς παραγωγὴν τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀπαιτουμένων τύπων προϊόντων, θὰ ὑφίσταντο σημαντικὴν αὐξησιν μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας δι' αὐτὸ ἢ αὐτά, ἢ θὰ ἀπητήτο ἢ προσθήκη μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ.

3. Μετὰ τὴν ὑπὸ τῆς Ἑταιρείας ἑναρξίν τῆς εἰς ἐμπορικὴν κλίμακα, ὡς τοῦτο ὀρίζεται ἐν τῷ ἄρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, παραγωγῆς ἀργοῦ πετρελαίου

ἐν Ἑλλάδι ἡ Ἑταιρεία θὰ ὑποχρεοῦται ὅπως ἐφοδιάξῃ μὲ ἐγχώριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' ὃ θὰ διαθέτῃ πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἐγχωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριο καὶ οἰαδήποτε ἄλλα Διυλιστήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰωνδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ὑπὸ τῆς Ἑταιρείας ἀνακαλύψεως ἐμπορικῆς ἐκμεταλλευσίμου ἐγχωρίου ἀργοῦ πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὁποίας ἕκαστον τοιοῦτον Διυλιστήριο θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρὸν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ ὁποῖα ἕκαστον τοιοῦτον Διυλιστήριο ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ὁ ἐφοδιασμὸς τῶν τοιούτων Διυλιστηρίων δι' ἀργοῦ πετρελαίου θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα ἐπιτραπῇ ἡ κατὰ κανονικὸν καὶ ἀποτελεσματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ Διυλιστηρίου. Ἡ ὑποχρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιοῦτου ἀργοῦ θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνθήκας διατάξεις.

4. α) Ἡ Ἑταιρεία θὰ κέκτηται εἰς οἰανδήποτε στιγμήν τὸ δικαίωμα ἐλευθέρως ἐξαγωγῆς καθ' οἷονδήποτε τρόπον καὶ μὲ οἰαδήποτε μέσα καὶ ὑφ' οἰωνδήποτε ὁρους ἡθελεν αὕτη καθορίσει, ἀνευ ἰδιαιτέρας ἀδείας ἀλλ' ὑπὸ τὴν συνήθη ἐμπορικὴν μεθοδολογίαν ἐκάστοτε, καὶ ἀνευ καταβολῆς τελῶν ἐξαγωγῆς ἢ ἐτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, πάσης παραγωγῆς πέραν τῶν ποσοτήτων τὰς ὁποίας ἡ Ἑταιρεία ὑποχρεοῦται νὰ προμηθεύῃ κατὰ τὴν παράγραφον 3 τοῦ παρόντος ἄρθρου καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἐξαγωγῶν προϊόν εἰς τὸ ἐξωτερικὸν ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ἀναφέρεται.

Ἀσχοῦσα τὸ δικαίωμα τοῦτο ἡ Ἑταιρεία θὰ προσπαθῇ νὰ ἐξάγῃ ποσότητας ἀργοῦ πετρελαίου ὑπ' αὐτῆς παραγομένου καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παραγρ. 3 διατυπωθεισῶν, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία θὰ διαθέτῃ καταλλήλους ἀγορὰς διὰ τοιαύτας ποσότητας.

Ὅταν ἡ Ἑταιρεία δὲν θὰ διαθέτῃ τοιαύτας ἀγορὰς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὅποτε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπ' αὐτοῦ ἢ τρίτων ἀγορὰν τοῦ πλεονάζοντος ἀργοῦ εἰς τὴν δεδλωμένην τιμὴν (POSTED PRICE), ὑπὸ τὸν ὅρον ὅτι θὰ συμφωνηθοῦν μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας ἀμοιβαίως ἱκανοποιητικοὶ ὅροι καὶ συνθήκαι περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων, ἐντὸς ὧμων, τῶν ἐν παραγρ. 3 τοῦ ἄρθρου 6 περιοριστικῶν διατάξεων.

β) Εἰς περίπτωσιν καθ' ἣν ἡ Ἑταιρεία ἐξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν λοιπῶν ἐγχωρίων Διυλιστηρίων, περὶ ὧν ἡ παράγραφος 9 (β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν, ἡ Ἑταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ἴσην ποσότητα ἐγχωρίου ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον ὅρον τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἑταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ὑπὸ τὸν ὅρον (1) ὅτι τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πρὸς ἐν ἡ πλείονα τῶν ἐγχωρίων Διυλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχώριον ἀγορὰν, καὶ (2) ὅτι ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγούμενη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ διὰ λογίζεται εἰς τμηματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἑταιρείας ὅπως προμηθεύῃ ἀργὸν πετρέλαιον. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἐγχώριον ἀργὸν πρὸς ἐν ἡ πλείονα τῶν ἐγχωρίων Διυλιστηρίων ὑπὸ ὁρους καὶ συνθήκας τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' ὃ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάζ-

ση τὰ ἐπὶ τοῦ τοιούτου ἀργοῦ δικαιώματα αὐτοῦ εἰς ἓν ἢ πλείονα τῶν ἐγχωρίων Διυλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἑταιρείας καὶ τῶν Διυλιστηρίων, ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγορὰν ἐγχωρίου ἀργοῦ θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἕκαστον Διυλιστήριο μεταβιβασθείσης ποσότητος ἀργοῦ.

5. Διὰ νὰ δυνηθῇ ἡ Ἑταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἀρθροῦ καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἐγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ ἄλλων ἐν τῇ Χώρα ὑφισταμένων Διυλιστηρίων κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῆς ἐκμεταλλεύσεως ἀνακαλύψεως ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐξασφαλίσῃ ὅτι εἰς τὸ ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι παραγόμενον ἀργὸν πετρελαίον, ὑπὸ τὸν ὅρον ὅτι τὸ τοιοῦτον ἀργὸν θὰ εἶναι κατάλληλον, ἐν τῇ ἐννοίᾳ τῆς παραγρ. 2 τοῦ ἀρθροῦ 12, θὰ δοθῇ προτεραιότητος ἀγορᾶς αὐτοῦ ὑπὸ ὅλων τῶν ἐν λόγῳ Διυλιστηρίων ἐναντι τοῦ ἐκ τοῦ ἐξωτερικοῦ εἰσαγομένου ἀργοῦ. Ὡς πρὸς τὸ ἐκ τοῦ ἐξωτερικοῦ εἰσαγόμενον ἀργὸν τὸ ὁποῖον τὸ ὑπὸ τῆς Ἑταιρείας παραγόμενον ἐγχώριον ἀργὸν θὰ ἐκτοπίσῃ ἡ Ἑταιρεία ἢ αἱ ὑπ' αὐτῆς συγγενεῖς Ἑταιρεῖαι, εἰς τὴν ὁποίαν ἢ εἰς τὰς ὁποίας, δυνάμει οἰωνδήποτε συμβάσεων, θέλει παραχωρηθῇ δικαίωμα εἰσαγωγῆς ἀργοῦ, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζον τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ ἄλλα ἐγχώρια Διυλιστήρια μὲ εἰσαγόμενον ἀργὸν πετρελαίον εἰς ποσότητα ἴσην πρὸς τὸ αὐτὸ τοῦλάχιστον ποσοστὸν ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἑλλάδι ποσοτήτων ἀργοῦ πετρελαίου, ὡς τὸ ἔπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῆς ἐκμεταλλεύσεως ἀνακαλύψεως. Ἡ Ἑταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἐγχώριον ἀργὸν κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἀρθροῦ ὀριζόμενα, καθ' ὑπερβασιν τῶν ποσοτήτων ἢ ἀγορὰ τῶν ὁποίων προβλέπεται ἐν αὐτῷ.

6. Ἵνα ἐκπληρωθῇ κατὰ τὸν βραχύτατον δυνατὸν χρόνον ὁ εἰς τὴν παράγρ. 1 τοῦ παρόντος ἀρθροῦ ἀναφερόμενος πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω :

α) Ὅτι, 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 ἢ ὑποκαταστάσεως τῶν συμβολαίων τούτων θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν ὁρῶν τῶν ἐν λόγῳ συμβολαίων, πρὸς ἐξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου κατὰ προτεραιότητα εἰς τὸν κατὰ τὸ δυνατὸν συντομώτερον χρόνον, ἀγορᾶς οἰωνδήποτε ὑπὸ τῆς Ἑταιρείας παραγομένου καταλλήλου ἐγχωρίου ἀργοῦ πετρελαίου, μέχρι τῆς ὁλικῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ διυλιστηρίου.

β) Ὅτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον θὰ ἀσκήσῃ πᾶσαν προσπάθειαν ἵνα ἐξασφαλισθῇ εἰς ἡν ἕκτασιν αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις θὰ τὸ ἐπιτρέπουν ὅτι εἰς ὅλας τὰς νέας συμβατικὰς ὑποχρεώσεις διὰ τὴν προμήθειαν ἀργοῦ πετρελαίου καὶ προϊόντων, καὶ πάσας τὰς παρατάσεις, ἀνανεώσεις ἢ ὑποκαταστάσεις εἴτε τῶν σήμερον ὑφισταμένων ἢ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, θὰ περιέχεται πᾶσα λογικὴ καὶ νόμιμος ἐντὸς τῶν ὁρίων τῆς ἐξουσίας τοῦ Ἑλληνικοῦ Δημοσίου διάταξις, ἵνα ἐπιτραπῇ ἢ ὑπὸ τῶν Ἑλληνικῶν Διυλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχωρίου ἀργοῦ πετρελαίου, αἱ ὁποῖαι καθορίζονται εἰς τὴν παράγρ. 3 τοῦ παρόντος ἀρθροῦ 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 ἐφαρμόζονται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἵτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνὸς ἔτους, εἴτε ὀλιγώτερον τοῦ ἐνὸς ἔτους καὶ αἵτινες ἔχουσιν ὑπογραφήν πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) Ἐὰν παρὰ τὰς καταβαλλομένας ἀρίστας προσπάθειας τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παραγρ. 5 καὶ 6 ἐδάφ. (α) καὶ (β) τοῦ παρόντος ἀρθροῦ προβλεπόμενον ἀντικειμενικὸν σκοπὸν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἶναι οὐχ ἥττον ὑποχρεωμένον νὰ ἐξασφαλίσῃ διὰ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν ἄλλων ἐγχωρίων Διυλιστηρίων ἀγορὰν ποσότητος ὑπὸ τῆς Ἑταιρείας παραγομένου καταλλήλου ἀργοῦ ἴσης πρὸς (30 %) τριάκοντα τοῖς ἑκατὸν τοῦλάχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου.

δ) Ἀνεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παρούσαν παράγρ. 6 ἀναφερομένων, ἡ Ἑταιρεία δὲν θὰ ἔχῃ οἰωνδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰωνδήποτε τρόπον προκύπτει ἐκ τῶν ὁρῶν τῆς παρούσης Συμβάσεως, ὅπως παρεμβαίη, ἀντιτιθῆται ἢ ζητῇ ἀπὸ τοῦ Ἑλληνικοῦ Δημοσίου τροποποιήσιν ἢ καθ' οἰωνδήποτε τρόπον μεταβολὴν τῶν ὁρῶν τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου, ἢ πετρελαιοειδῶν προϊόντων, ἢ μὲ τὴν ἰδρυσιν Διυλιστηρίων ἐν τῇ χώρᾳ, τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἢ τοιούτων συμβάσεων ἅς τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἣν ἡ Ἑταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ὅτι ἀνεκάλυψε κατάλληλον ἀργὸν πετρελαίον εἰς ἐμπορευσίμους, ποσότητας, ἢ μετὰ τὴν τοιαύτην ἡμερομηνίαν καὶ ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον προβλέπει τὴν χρησιμοποίησιν ὑπὸ τῶν Ἑλληνικῶν Διυλιστηρίων τῶν ποσοτήτων τοῦ τοιούτου ἀργοῦ πετρελαίου τοῦ παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου ὁρίου τῶν ὑποχρεώσεων τῶν ὀριζομένων εἰς τὴν παρούσαν παράγραφον 6.

7. Ἐφ' ὅσον ὑπάρξουν καὶ ἕτεροι παραγωγοὶ καταλλήλου ἀργοῦ ἐν Ἑλλάδι εἰς οἰωνδήποτε χρόνον κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς Ἑταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου ἢ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τοῦ ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι παραγομένου καταλλήλου ἀργοῦ, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἑταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' ὅλων τῶν παραγωγῶν.

8. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἑταιρείαν μετ' ἀποδεικτικῶν στοιχείων, ὅτι τὸ ὑπὸ τῆς Ἑταιρείας παραγόμενον ἀργὸν εἶναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον ἢ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διυλιστήρια, τότε, ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἐξασφαλίσῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διυλιστηρίων καὶ ἡ ὑποχρέωσις τῆς Ἑταιρείας, ὅπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διυλιστήρια ἐγχώριον ἀργὸν, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἱκανοποιητικῆς ρυθμίσεως διὰ τῆς ὁποίας 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 Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας θὰ τερματισθοῦν, μέχρις ὅτου τοιοῦτον ἀργὸν ἢ ἄλλον ἀργὸν παραχθῇ σόμενον ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι, καταστῇ κατάλληλον πρὸς χρῆσιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ λοιπὰ Διυλιστήρια, ὑπὸ τὸν ὅρον ὅμως, ὅτι τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διυλιστήρια, ὅπως ἀγοράζον τὸ τοιοῦτον ἀκατάλληλον ἀργὸν πετρελαίον μέχρι τοῦ σημείου, κατὰ τὸ ὁποῖον θὰ δύναται νὰ χρησιμοποιηθῇ τοῦτο εἰς τὰ Διυλιστήρια μὲ τὴν προϋπόθεσιν ὅτι τὴν προκειμένην περίπτωσιν ἢ λειτουργία τῶν εἰρημένων Διυλιστηρίων νὰ μὴ καταλήξῃ εἰς οἰωνδήποτε ταλαιπωρίαν τῶν. Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν τοῦ ὑπὸ μορφὴν προωθήσεως τῆς χρησιμοποίησεως τοῦ τοιούτου ἀκατάλλήλου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. α) Πρὶν ἢ ἡ Ἑταιρεία καταστή ἐξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον ἐν Ἑλλάδι ὑπάρχον Διυλιστήριον, νὰ ἀγοράζῃ ἀργὸν πετρελαῖον παραγόμενον παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς Ἑταιρείας, ἡ δὲ τιμὴ αὕτη θὰ εἶναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δεδηλωμένης τιμῆς ἢ τιμῶν, ὡς αὗται παρουσιάζονται εἰς τὸ Platts Oilgram ἢ ἄλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν, Λίβανον, Βανίαν, Συρίαν καὶ Λιβύην, ἀφοῦ γίνωνται αἱ συνήθειαι διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) Ὅταν ἡ Ἑταιρεία καταστή ἐξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (Posted) τιμὴν εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς, ἡ τιμὴ εἰς ἣν τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διυλιστήρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρελαῖον, θὰ ἀποκαλῆται δεδηλωμένη (Posted) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπ' ὄψιν αἱ εἰς τὴν περιόχην τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἐκεῖνον γενικαὶ συνθήκαι, ἀφοῦ ληφθῶν ὑπ' ὄψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἐξαγομένου ἀργοῦ.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν ποσῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογονανθράκας θὰ γίνωνται ἐντὸς ἐξήκοντα ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπ' αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ἡ Ἑταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἐξήκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἡ Ἑταιρεία δύνανται, ἄνευ βλάβης οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ συμφηφίξῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἄλλα ποσὰ, τὰ ὅποια θὰ ἐκαλεῖτο ἡ Ἑταιρεία ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἄλλως, ὅπως καταβάλλῃ.

11. Ἐὰν ἡ Ἑταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἐκμεταλλεύεται ἐν Ἑλλάδι οἰουδήποτε σωληναγωγὸς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ ἢ ἀγωγούς ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύνανται νὰ ζητήσῃ ἀπὸ τῆς Ἑταιρείας νὰ μεταφέρῃ τὸ ὑπ' αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν καὶ ἢ φυσικὸν ἀέριον, μέσῳ τῶν τοιούτων ἀγωγῶν ἀργοῦ καὶ ἢ ἀγωγῶν ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ τοῦ χώρου, εἴτε μέχρις οἰουδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγούσης ὁδοῦ. Ἡ μεταφορὰ θὰ ἐκτελῇται ὑπὸ τῆς Ἑταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἑκατόν. Ἡ παρῶσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται ὡς ὑποχρέωσις τῆς Ἑταιρείας νὰ κατασκευάσῃ οἰουδήποτε σωληναγωγὸς ἀργοῦ πετρελαίου ἢ ἀγωγούς ἀερίων ἢ οἰασδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν ὧν θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἢ ὑπὸ ἐκμετάλλευσιν, οὔτε νὰ ἀνεγείρῃ οἰαδήποτε προσθέτους ἐγκαταστάσεις σχετικὰς πρὸς τοιούτους σωληναγωγούς ἢ ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἐκτὸς ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἱκανοποιητικὴ συμφωνία πρὸς τοῦτο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθροῦ καθορισμοῦ τῆς εἰς δρχ. τιμῆς τοῦ ἀργοῦ, αἱ ἐφαρμοστέαι τιμαὶ διεθνούς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς ἐφ' ὅσον διευτυπώθησαν εἰς ἐξωτερικὸν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἀρθροῦ 13 ὀριζόμενα εἰς τὸ ἰσότημόν των εἰς δρχ. μετὰ τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συνάλλαγματος, εἰς τὰς ὁποίας ἡ Ἑταιρεία δικαιούται νὰ ἀγοράζῃ ξένον συνάλλαγμα μετὰ δραχμὰς κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

Ἄρθρον 13.

Συνάλλαγμα Ἐξωτερικοῦ.

1. Ἐφ' ὅσον ἡ Ἑταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἀρθρον 12, αἱ ἐργασίαι κατὰ τὴν παρούσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς Ἑταιρείας διὰ τῶν εἰς ξένον συνάλλαγμα κεφαλαίων τῆς καὶ κατὰ τὸν ἀκόλουθον τρόπον :

α) Διὰ τῆς μετατροπῆς εἰς δρχ. (Greek Currency) μέσῳ Τραπεζῶν ἢ προσώπων ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργούν πράξεις εἰς Ἑλληνικὰς δρχ. καὶ ξένον συνάλλαγμα, δολλαρίων Η.Π.Α. ἢ ξένου συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολάρια Η.Π.Α., εἰς ποσότητες ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δρχ. δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητὰ, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς καὶ ἢ μισθώσεως εἰς τὸ ἐξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος καὶ τῆς ἐλευθέρως καὶ ἀπεριορίστου εἰσαγωγῆς καὶ ἢ χρησιμοποίησεως εἰς Ἑλλάδα μηχανημάτων, ὀλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἰασδήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτούμενων ὑπὸ τῆς Ἑταιρείας καὶ διὰ τὰς ἐργασίας περὶ ὧν ἡ παρούσα σύμβασις.

2. Ἀνα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἑταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δρχ. ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἑταιρείας ἐκ τῶν κατὰ τὸ ἀρθρον 12 εἰς τὴν ἐγχώριον ἀγορὰν πωλήσεων.

Ὅταν τὰ εἰς δρχ. ἔσοδα τῆς Ἑταιρείας ὑπερβαίνουν τὰς εἰς δρχ. ἀνάγκας τῶν ἐργασιῶν εἰς μετρητὰ, ἡ Ἑταιρεία θὰ δικαιούται νὰ μεταφέρῃ εἰς τὸ ἐξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δρχ. εἰς δολλ. Η.Π.Α. καὶ ἢ, κατόπιν συμφωνίας γνῶμης τῆς Τραπεζῆς τῆς Ἑλλάδος, εἰς ἕτερον συνάλλαγμα μετατρέψιμον εἰς δολλ. Η.Π.Α. Ἡ Ἑταιρεία ἐν τούτοις δικαιούται ὡσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δρχ. πλεονάσματά τῆς ἢ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἢ χρεώγραφα ἢ οἰανδήποτε ἑτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἄλλοδαπούς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἰσχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μόνιμους ἐγκατεστημένους ἐν τῇ ἄλλοδαπῇ, ἐκτελεστέων ἐν Ἑλλάδι ὡς καὶ αἱ περὶ δεσμεύσεως ὁμόλογιῶν καὶ μετοχῶν ἢ ἐτέρων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Ἑταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἐγκρίσιν τοῦ Ἑλληνικοῦ Δημοσίου, ἥτις ἐγκρίσις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

α) Ἡ Ἑταιρεία θὰ δικαιούται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἐξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προῖον τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δρχ. ἀναγκῶν διὰ τὰς ἐργασίας τῆς Ἑταιρείας εἰς μετρητὰ, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϋόντος ἐξ ἐκδόσεως μετοχῶν (Stock) δανείων οἰασδήποτε μορφῆς καὶ ἄλλων προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἐξωτερικὸν πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἀρθρον 12 ἢ ἐξ ἄλλων πηγῶν ὡς καὶ πλεονασμάτων εἰς δρχ. μεταφερθέντων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθροῦ.

β) Ἀντιθέτως, ἐὰν τὰ εἰς δρχ. ἔσοδα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκούν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας τῆς ἀναγκῶν εἰς δρχ. τότε ἡ Ἑταιρεία θὰ μετατρέπῃ εἰς δρχ. μέσῳ Τραπεζῶν ἢ προσώπων νομίμως ἐξουσιοδοτημένων ὅπως ἐνεργούν πράξεις εἰς δρχ. καὶ ξένον συνάλλαγμα προσώπων, δολλ. Η.Π.Α. ἢ ξένον συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α. εἰς ποσότητες ἐξαρκούσας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἐργασίας τῆς εἰς δρχ. ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχείων (β) ὡς ἄνω τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α. ὑπὸ τὸν ὅρον ὅτι :

1. Τοιοῦτον συνάλλαγμα ἀπεκτῆθῃ ἐκ πωλήσεων ὑδρογονανθράκων ἐξαχθέντων ἐξ Ἑλλάδος.

2. Ἡ Ἑταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἢ νὰ αὐξήσῃ τὸν ὄγκον τῶν ἐξαγωγῶν της ἐὰν αὕτη ἀπῆται πληρωμὴν εἰς δολλ. Η.Π.Α. ἢ ἄλλο συναλλάγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α.

3. Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ τὴν χρησιμοποίησιν τοιοῦτου συναλλάγματος οἰκονομικῶς δυνατὴν, βάσει τῶν ἰσχυουσῶν κατὰ τὸν χρόνον ἐκεῖνον διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὡσαύτως ὅτι ἡ κατοχὴ ξένου συναλλάγματος εἰς τὸ ἐξωτερικὸν συμφώνως τῷ παρόντι ἄρθρῳ θὰ καθιστᾷ εἰς τὴν ἑταιρείαν δυνατὴν τὴν κάλυψιν πλήρως, τῶν βάσει τῆς παρουσίας συμβάσεως εἰς συναλλάγμα δαπανῶν της, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἡ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἑταιρείαν διὰ τὰς βάσει τῆς παρουσίας συμβάσεως ἐργασίας αὐτῆς.

5. Διὰ τὴν ἐφαρμογὴν τῆς παρουσίας συμβάσεως πλεονάσματα εἰς δρχ. τῆς Ἑταιρείας 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 ληξιπροθέσμων καὶ πληρωτέων ὑποχρεώσεων τῆς Ἑταιρείας τῶν ἐπομένων τριάκοντα (30) ἡμερῶν εἰς δρχ. διὰ τὰς ἐγγωρίους ἀνάγκας τῆς ἐργασίας, στρεμματικῶν φόρων, φόρων, μισθωμάτων καὶ ὑπολοίπων εἰς δρχ. ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἑταιρείας μέσῳ Τραπεζῶν ἢ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δρχ. καὶ ξένον συναλλάγμα εἰς δολλ. Η.Π.Α. ἢ ἄλλων μετατρεψίμων εἰς δολλ. Η.Π.Α. νομισμάτων, τὸ ἀναγκαῖον εἰς τὴν Ἑταιρείαν ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δρχ. πλεονασμάτων. Τὸ τοιοῦτον ξένον συναλλάγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἑταιρείας ἀμέσως καὶ ἄνευ καθυστέρησεως ὅποταν ζητεῖται ἐπὶ τῇ βεβαίωσει τῆς Ἑταιρείας ὅτι ἡ αἰτούμενη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δρχ. τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. Ἡ Ἑταιρεία πρὸς τοῦτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (Agents) ἐβδομαδιαίως καὶ μηνιαίως καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπρόσωπους αὐτῆς (Agents) πρὸς ἐξακρίβωσιν ὅτι ἡ μεταφορὰ κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τῆς Ἑταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰς δρχ. πλεοναζουσῶν κατὰ τοὺς ὁρους τῆς παρουσίας συμβάσεως.

7. Ἐὰν ἡ Ἑταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἄνευ καθυστέρησεως εἰς τὴν διάθεσιν τῆς Ἑταιρείας μέσῳ Τραπεζῆς ἢ μέσῳ ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δρχ. ἢ ξένον συναλλάγμα, ποσὸν εἰς δολλ. Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α. Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν της συμφώνως πρὸς τὴν παροῦσαν σύμβασιν ἡ Ἑταιρεία θὰ δικαιούται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συναλλάγμα μέσῳ οἰασδήποτε Τραπεζῆς ἢ Πράκτορος νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συναλλάγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχύουσης γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβανῇ πᾶν «πρίμ» συναλλάγματος, ἐπιβαρύνσεις διαφορὰν ἐπὶ ἑλαττον (Agiος) φόρους συναλλάγματος καὶ μεσιτείας οἰασδήποτε φύσεως τυχόν ἐπιτρεπομένης ἢ ἐπιβαλλομένης παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλῆσεως συναλλάγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β. Συμφωνεῖται περαιτέρω ὅτι ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἤθελεν υἱοθετῆσαι σύστημα διαφορικῶν τιμῶν συναλ-

λάγματος ἢ σύστημα πολλαπλῶν Primes ἐξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὁποίαν ἡ Ἑταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συναλλάγμα δὲν θὰ εἶναι ἐπίσης ὀλιγώτερον εὐνοϊκὴ ἀπὸ τὸν σταθμιζόμενον μέσον ὅρον (Weighted Average) τῶν πραγματικῶν (Effective) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἐξαγωγῶν μεταλλευμάτων ἐξ Ἑλλάδος.

Τοιοῦτος σταθμιζόμενος μέσος ὅρος (Weighted Average) θὰ ὑπολογίζεται ἄνευ καθυστέρησεως καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως καὶ ἡ τιμὴ θὰ κρατῆται ὅσον τὸ δυνατόν τρέχουσα χρησιμοποιουμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἐξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἄτινα ἡ Ἑταιρεία τυχὸν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ἡ Ἑταιρεία διὰ τὰ λογιστικὰ βιβλία της μόνον θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας της, ἐπιβαρύνσεις καὶ ὑποχρεώσεις της ὡς καὶ τὰ εἰς ξένον συναλλάγμα ἔσοδά της τὰ προερχόμενα ἀπὸ πωλήσεις εἰς τὸ ἐξωτερικὸν καὶ ἄλλας πηγὰς, εἰς τὴν εἰς δρχ. ἀντιστοιχίαν των καὶ εἰς τιμὴν ὡς καθορίζεται αὕτη ἐν τῇ προηγουμένη παραγράφῳ 8 τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ Ἑταιρεία δικαιούται νὰ ἀγοράζῃ δρχ. διὰ ξένου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἐκάστη πράξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἑταιρείας.

10. Ἐὰν καὶ ὁπόταν ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμὸς τιμῶν ἀγορᾶς καὶ πωλῆσεως δολλ. Η.Π.Α. αἱ τιμαὶ συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται ἐν παρ. 12 τοῦ ἄρθρου 12 ὡς καὶ ἐν τῇ ὡς ἄνω παρ. 9 τοῦ παρόντος ἄρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ξένης Τραπεζῆς τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπεζῆς ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλῆσεως συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παρ. 8 τοῦ παρόντος ἄρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέῃ Ὑόρκῃ κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ξένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσῳ Ἑλληνικῶν ἢ ξένων Τραπεζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου παρὰ τῆς Ἑταιρείας.

Ἄρθρον 14.

Λοιπαὶ Ὑποχρεώσεις τῆς Ἑταιρείας.

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

2. Ἡ Ἑταιρεία θὰ ὑποβάλλῃ εἰς τριπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας της ἐρέυνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

Ἐπεξηγηματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὕδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Ἑταιρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνουμένου ὅτι ἀρμόδιοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὑλικὸν δι' ἰδίαν αὐτοῦ χρῆσιν, ἡ Ἑταιρεία θὰ συμμορφοῦται πρὸς τὸ αἶτημα τοῦτο ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις τοιαύτας δαπάνας διὰ τὴν Ἑταιρείαν καὶ δὲν καθυστερεῖ ἢ ἐμποδίζει τὰς ἐργασίας της καθ' οἷονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἐξυπηρητήσεως τοῦ τοπικοῦ καὶ γενικοτέρου ἐν τῇ Χώρας συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων

έρευννητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν Ἑλλάδα, ἡ Ἑταιρεία ὑποχρεοῦται νὰ υποβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς τριπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων τῶν πληροφοριῶν καὶ ἐρμηνειῶν ἀπὸ τὴν Ἑταιρείαν καὶ τοὺς ἐργολάβους ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις ὅτι ὅλαι αἱ ἀτομικαὶ πληροφορίες τῆς Ἑταιρείας ὡς καὶ τῶν ὑπ' αὐτῆς ἐλεγχόμενων καὶ συνεργαζομένων Ἑταιρειῶν καὶ οἰαδήποτε συμπεράσματα κτῶμενα ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Ἑταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακινούνται εἰς τὸ Ἑλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἑταιρείας.

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 διαθλάσεως (Velocity Determination by Refraction Method).

3. Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ἰδιαίτερος δι' ἕκαστον συνεχῆ ὀρίζοντα χαρτῶν ἰσοχρόνων καμπυλῶν (Maps of Isochrones for Each Continuous or Phantom Horizon).

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

β) Διὰ τὴν γεωτρητικὴν ἔρευναν :

1. Ἑβδομαδιαῖον δελτίον προόδου γεωτρητικῆς ἐργασίας.

2. Στρωματογραφικαὶ καὶ λιθολογικαὶ τομαὶ τῶν γεωτρήσεων (Stratigraphical and Lithological Log of Drill-Holes).

3. Συνεχῆς σειρὰ δειγμάτων τῶν γεωτρήσεων (Cuttings).

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις. Schlumberger (The Different Loggings).

Τὰ ἀντίγραφα τῶν ἐγγράφων (Copies of Recordings) διὰ τὰς ἀκολουθούσας μετρήσεις ἐντὸς τῶν γεωτρήσεων (δι' ὅσας ἐξ αὐτῶν ἤθελον ἐκτελεσθῇ) :

1. Ἑγγραφή ἡλεκτρικῆς εἰδικῆς ἀντιστάσεως, (Electrical Resistivity Logging).

2. Ἑγγραφή ἡλεκτρικοῦ φυσικοῦ δυναμικοῦ (Self-Potential Logging).

3. Ἑγγραφή ἀκτίνων γ καὶ νετρονίων (γ-Ray and Neutron Logging).

4. Ἑγγραφή ταχύτητος σεισμικῶν κυμάτων (Velocity Logging).

5. Ἑγγραφή Laterolog-Microlaterolog.

6. Ἑγγραφή κλίσεως καὶ πᾶρατάξεως στρωμάτων (Dip-strike Logging).

4. Ἡ Ἑταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγείσαν ὑπ' αὐτῆς δι' οἰαδήποτε φρέατα, τὴν ἐναρξίν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἢ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς ἄνω ὑπὸ στοιχείων 2 ὑποχρέωσεως ὑποβολῆς τριμηνιαίων καὶ ἐτησίων καταστάσεων.

5. Οἰκονομικαὶ ἐκθέσεις τῆς Ἑταιρείας θὰ υποβάλλωνται ὑπὸ τῆς Ἑταιρείας εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περιόδου.

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημέναι Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν κατὰ λογικὰ χρονικὰ διαστήματα μετὰ προηγουμένην εἰδοποίησιν τὰς ἐπισημοὺς καταστάσεις καὶ βιβλία τῆς Ἑταιρείας κατὰ τρόπον

ὅμως μὴ παρακωλύοντα τὰς ἐργασίας τῆς Ἑταιρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἐγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτονται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς Ἑταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσι γνῶσιν τῶν λεπτομερειῶν τῆς προόδου τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώραν κατὰ τρόπον ὥστε νὰ μὴ παρακωλύωνται αἱ τρέχουσαι ἐργασίαι τῆς Ἑταιρείας.

7. Ἐξαίρεσει γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ συνολικὸν βάθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχὴν τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθεσὶν καὶ ὕλικὸν διαβιβαζόμενα ὑπὸ τῆς Ἑταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἑταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὀρισμένην τινὰ πληροφορίαν ὅτι ἀπαλλάσσει τοῦτο τῆς ὑποχρέωσεως ταύτης.

8. Κατ' ἐξαιρέσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τῶν ἢ ἐτέρους σκοποῦς, τὰ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίας παραχωρουμένας πρὸς τοῦτο ὑπὸ τῆς Ἑταιρείας τρία (3) ἔτη μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρείας ἐν σχέσει πρὸς ὀρισμένην ἔρευννητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἀμέσως μετὰ τὴν λήξιν τῆς παρούσης συμβάσεως.

Ἡ Ἑταιρεία δὲν θὰ ἀρνήται ἀνακτιῶς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισίν τῆς διὰ τὴν δημοσίευσιν ἢ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσιεύσεως ἢ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένη φράσει καθοριζομένων εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς Ἑταιρείας δοθεισῶν πληροφοριῶν ἐὰν κατὰ τὴν κρίσιν τῆς Ἑταιρείας τοῦτο δύναται νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόντων αὐτῆς.

* Ἀρθρον 15.

Κατάληψις ἐδάφους-Δουλεῖα διόδου-Δικαιώματα χρησιμοποίησεως ὑδάτων καὶ οἰκοδομικῶν ὕλικῶν.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιοῇ ἄνευ ἀποζημιώσεως τινὸς καὶ κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακά ὕδατα καὶ λατομικοὺς χώρους μὴ μεμισθωμένους, ἅτινα εἶναι ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐὰν οἱ ἀναγκαιοῦντες χώροι ἀνήκωσιν εἰς ιδιώτας ἢ ἕτερα νομικά πρόσωπα ἢ κατάληψις τούτων θὰ πραγματοποιῇται βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχόν ἀναγκαιοῦσαι διὰ τὰς ἐρέυνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ιδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περιλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακά ὕδατα ἢ πηγὰς, θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἑταιρείας.

Αἱ περὶ προστασίας τῆς ιδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεων ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλείων διατάξεις τοῦ μεταλλευτικοῦ Κώδικος ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν ἢ εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὀριζόμενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ιδιοκτῆται ἢ κάτοχοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων μεταφορᾶς ὑδρογονανθράκων ἢ καὶ ὅπου ἡ ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἢ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν σωληνώσεων.

Προσέτι οι αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαίαν ἐργασίαν, διὰ τὴν κατασκευὴν, χρῆσιν, συντήρησιν ἢ ἐπισκευὴν τῶν σωληνώσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἑταιρείας βλάπτεται ἡ ἰδιοκτησία ἢ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἰδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων ἐξαιρέσει τῆς ἰδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἑταιρείας ἀποζημιώσεις καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἐκάστοτε ἰσχυοῦσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἰσχυοῦσας διατάξεις δουλείαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἑταιρείας τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ Ἑταιρεία δικαιούται προσέτι νὰ ποιῇται χρῆσιν τηρουσά τὰς οἰκείας διατάξεις τοῦ Α.Ν. 1540/1938 ἄρθρον 12 καὶ τοῦ Α.Ν. 2344/1940 περὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἐτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωνῶν λιμένων, προκυμαιῶν καὶ ὁρμῶν ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαιῶν πρὸς τοῦτο ἐγκαταστάσεων τόσον ἐπὶ τῶν προβλητῶν, προκυμαιῶν καὶ ὁρμῶν ὅσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἄνευ σοβαρῶν λόγων.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς Ἑταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων τῆς βάσει τῆς παρούσης συμβάσεως, ὀφειλόμεναι εἰς ἔλλειψιν ἀπαρατήτου διὰ τὰς ἐργασίας ἐνεργείας ἢ ἀδείας οἰασδήποτε Κρατικῆς Ἀρχῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς Ἑταιρείας θὰ θεωρῇται ἄνωτέρα βία, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἄνωτέρας βίας.

Ἄρθρον 16.

Χρησιμοποίησις ἐργολάβων.

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρείας συμφώνως πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἐρευνῶν καὶ πᾶσῶν ἐν γένει γεωτρήσεων, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιοῇ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τῶν συνολογούμενων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, ὡς ἐν προηγουμένη παραγράφῳ 1, θὰ ἀνακοινοῦται ὑπὸ τῆς Ἑταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἁρθρῶν 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζονται ἐπὶ τῆς Ἑταιρείας καὶ ἐπὶ τῶν ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἄλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἁρθροῦ 13 τοῦ παρόντος θὰ ἐφαρμόζονται μόνον ἐπὶ τῆς Ἑταιρείας καὶ ἐπὶ ἄλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους ὑπὸ τῆς Ἑταιρείας κατὰ τὴν διάρκειαν οἰασδήποτε διαχειριστικῆς περιόδου θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἑταιρείας συμφώνως πρὸς τὰ ἐν ἁρθρῳ 3 τῆς παρούσης συμβάσεως ὀριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς Ἑταιρείας ἐργασία θὰ θεωρῇται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἑταιρείας κατὰ τὴν ἔννοιαν τῶν ἁρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. Ἡ Ἑταιρεία ὑπέχει οὐχ ἥττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνas.

Ἄρθρον 17.

Ἀπασχόλησις Ἑλληνικοῦ καὶ ξένου προσωπικοῦ.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιοῇ διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, διευθύνον τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ

Ἑλλήνων ὑπηκόων εἴτε περὶ ἄλλοδαπῶν, οἷον ἤθελεν κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς.

2. Ἐπὶ τῇ αἰτήσῃ τῆς Ἑταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἐκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1 ἄλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἣτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθησέμενου προσωπικοῦ. Ἡ μὴ ἐγκρισὶς τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαιρῶς εἰς τὴν ἐν Ἑλλάδι διευθύνσιν τῆς Ἑταιρείας.

3. Τὸ ἄλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας θὰ 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 Ἑταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθὸς εἴτε καταβληθεὶς ἐν Ἑλλάδι εἰς δρχ. εἴτε εἰς τὸ ἐξωτερικὸν εἰς ξένον συνάλλαγμα θὰ εἶναι ἐκεῖνος ὁ ὁποῖος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἑταιρείας.

Ἐπὶ πλεόν οἱ ὑπάλληλοι οὗτοι θὰ δικαιῶνται τῶν προνομίων τοῦ Ν. 1413/1950 κυρώσαντος τὴν σύμβασιν μετὰξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἄλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι θὰ ἀρχεῖται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας.

Ἀπουσίαι ἐξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε θὰ προστιθενται εἰς τὴν περίοδον τῶν ἐξ μηνῶν κατὰ τὸν ὑπολογισμόν τῆς ἡμερομηνίας ἀφ' ἧς ὁ ἄλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος.

Τὸ ἄλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας θὰ καταβάλλῃ ἅπαντας τοὺς ἄλλους Ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκάστοτε νομοθεσίαν.

4. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλλήνας ὑπηκόους διὰ πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πείρα.

Ὡς πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ἢ Ἑταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον ἀριθμὸν Ἑλλήνων τῶν ὁποίων εἶναι δυνατὴ ἢ ἐξέυρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἑταιρείας τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. Ἐν σχέσει πρὸς τὰ τυχόν ἐργατικά ἀτυχήματα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν συμφώνως τῇ παρούσῃ συμβάσει, ἡ Ἑταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τοῦ παρόντος. Ἐπίσης ἡ Ἑταιρεία κατὰ τὰς ἐργασίας γεωτρήσεως ὀφείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἰσχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἑργασιῶν.

6. Ἡ Ἑταιρεία θὰ ὑποχρεοῦται ἅμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἁρθρῳ 5 παρ. 1 καὶ 2, νὰ δέχεται πρὸς ἐκπαίδευσιν καθ' ἕκαστον ἔτος δύο ὑποψηφίους ὁ εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἕτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοουμένου ὅτι :

α) Ἀπασαί αἱ δαπάναι τῶν μαθητευομένων θὰ καταβάλλονται ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου.

β) Τὸ πρόγραμμα ἐκπαιδεύσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἐργασίας αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζονται ἐκάστοτε ὑπὸ τῆς Ἑταιρείας ἐπὶ τῇ βάσει γενικῶν ὁδηγιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Ἡ περίοδος ἐκπαιδεύσεως θὰ εἶναι κανονικῆς διάρκειας ἑξ. μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας ἱκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνει τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψηφίου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἐγκρίσιν τῆς Ἑταιρείας, ἥτις δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἐγκρίσιν ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδικωμένου σκοποῦ. Ἡ Ἑταιρεία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου ἤδη ἐγκριθέντος παρὰ τῆς Ἑταιρείας διὰ τῶν αὐτῶν ὡς ἄνω λόγους. Εἰς ἀμφοτέραις ὁμοῦς τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

* Ἀρθρον 18.

Λογιστικά Βιβλία.

Τὰ λογιστικά βιβλία καὶ τὰ σχετικὰ πρὸς ταῦτα στοιχεῖα τῆς ἐπιχειρήσεως ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἑταιρείας εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ἡ Ἑταιρεία καὶ εἰς τὴν Ἀγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἐκάστοτε ἐν Ἑλλάδι ἰσχύοντος Κώδικος Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἑταιρείαν ὅπως ἐκφράξῃ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθῆσόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς δολλ. Η.Π.Α. καὶ ὅπως τηρῇ τὰ λογιστικά βιβλία αὐτῆς καὶ καταρτίζει τοὺς ἰσολογισμοὺς εἰς τὸ αὐτὸ νόμισμα.

Αἱ φορολογικαὶ δηλώσεις ὁμοῦς τῆς Ἑταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσονται εἰς δρχ. διὰ τῆς χρησιμοποίησεως διὰ τὴν μετατροπὴν εἰς ξένον συνάλλαγμα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ξένων νομισμάτων τοῦ καθοριζομένου ἐν παρ. 8 καὶ 9 τοῦ ἀρθρου 13.

* Ἀρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

Ἡ Ἑταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ὁλοσχερῇ ἐλευθερίαν Διοικήσεως καὶ Διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρουσίας συμβάσεως.

Ἡ Ἑταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματα τῆς, οἰκονομικὰ καὶ ἐργασιῶν, πλὴν τυχόν ρητῆς ἀντιθέτου διατάξεως τῆς παρουσίας συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα ὅπως ἀνὰ πᾶσαν στιγμὴν κατὰ τὰς ὥρας ἐργασίας διὰ τῶν ἀρμοδίων ὀργάνων ἐλέγχου τοῦ ἐπιθεωρεῖ τὰς ἐργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις ἐργασιῶν τῆς Ἑταιρείας ἐν Ἑλλάδι ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δαπανῶν.

* Ἀρθρον 20.

Ἐπιστροφή.

1. Ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρουσίας συμβάσεως ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκιοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον ὅλας ἢ οἰονδήποτε τμῆμα μῖα ἢ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἑταιρείας μετὰ τὸν περιορισμὸν ἐν τούτοις ὅτι ἐὰν ἐπιστραφῇ τμῆμα μόνον ἐρευνητικῆς ἐκτάσεως τὸ τμῆμα τοῦτο δὲν θὰ εἶναι ἑλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρουσίας συμβάσεως ἡ Ἑταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἐκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἢ ἀπᾶσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν ἃς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἐκείνην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιηθῇ οἰαδήποτε ἐκουσία ἐπιστροφή κατὰ τὰς παρ. 1 καὶ 2 ἄνωτέρω, ἀπᾶντα τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Ἑταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν ἢ τμῆμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Ἑταιρεία θὰ ἔχῃ ἐκπληρώσει ἀπᾶσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν (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 ἐκτασιν ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ὡς αὐταὶ καθορίζονται ἐν ἀρθρῳ 3 τῆς παρουσίας συμβάσεως, μέχρι πέρατος οἰασδήποτε τῶν περιόδων ἐτῶν τῶν ἀναφερομένων ἐν τῷ ἀρθρῳ τούτῳ (3) καθ' ἣν λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

* Ἀρθρον 21.

Πρόστιμα καὶ Ἐκπτώσεις.

Λύσις τῆς Συμβάσεως διὰ τῆς Λήξεως.

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρουσίας συμβάσεως, ἐκτὸς ἐὰν ἄλλως προβλέπεται εἰς τὴν παρούσαν σύμβασιν, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν νὰ ἐπιβάλλῃ ὡς ποινὴν διὰ τὴν παράβασιν τῶν ὅρων αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς Ἑταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν Ἑταιρείαν δυνάμενα νὰ ἀνέλθουν ἀπὸ δολλ. 1.000 μέχρι 5.000 δολλ. Η.Π.Α. δι' ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περιπτώσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποιήσεως τῆς Ἑταιρείας ὑπὸ τοῦ Δημοσίου, τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις (α) ἕως (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 ὀρίζονται εἰς τὸ ἀρθρον 3.

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

γ) Μὴ συμμόρφωσις πρὸς ἀπόφασιν διαιτησίας ἐκδοθεῖσαν βάσει τοῦ ἀρθρου 6 παράγραφος 4.

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

ε) Μὴ ἱκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς ὀρίζονται ἐν ἀρθρῳ 12.

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

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιῇται πάραυτα ἐγγράφως εἰς τὴν Ἑταιρείαν καὶ τὸ πρόστιμον θὰ καταβάλληται ὑπ' αὐτῆς ἐντὸς 30 ἡμέρων ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον ἡ Ἑταιρεία δὲν ἔχει προβῇ εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμόρφώσεώς τῆς, ἐντὸς τῆς ἐν λόγω προθεσμίας τῶν 30 ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ διακοπῶν πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς παραβάσεως ἢ τῆς μὴ συμμόρφώσεως ἢ δὲν προσέφυγεν ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν βάσει τοῦ ἀρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἧς τὸ ἐδάφιον (γ) τῆς παραγράφου 1 τοῦ παρόντος ἀρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχύν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἤθελε δικαιωθῇ ἡ Ἑταιρεία, ἡ Ἑταιρεία θὰ δικαιούται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς τὴν Ἑταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσις τῆς ἐντὸς τῆς ὡς ἄνω περιόδου θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἄκυρον καὶ μὴ οὖσαν.

Ἐκπτώσις :

3. Τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιούται κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν νὰ κηρύξῃ τὴν Ἐταιρείαν ἐκπτώσιον τῶν δικαιωμάτων της ἐκ τῆς παρούσης συμβάσεως, εἰς τὰς ἀκολουθοῦσας περιπτώσεις :

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

β) Μὴ συμμόρφωσις πρὸς ὁριστικὰς ἀποφάσεις ἐκδοθησομένης ὑπὸ διαιτητικοῦ δικαστηρίου προβλεπομένου ἐν ἄρθρῳ 26.

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

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλ. Η.Π.Α. 300.000 ἐντὸς τριμήνου ἀφ' ἧς ἡ ἐγγυήσις αὕτη ἤθελε καταστῇ μικροτέρα τῶν δολλ. Η.Π.Α. 300.000 ἐξ οἰοῦντοτε λόγου ὀφειλομένου εἰς πταῖσμα ἢ ἀμέλειαν τῆς Ἐταιρείας καὶ εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης συμβάσεως.

4. Ἡ ἐκπτώσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρω, δυνατόν νὰ ἀφορᾷ εἴτε εἰς ἅπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Ἐταιρείας εἴτε μόνον εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις κατεχομένης κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Ἐταιρείας ἀναλόγως τοῦ ἂν ἢ μὴ συμμόρφωσις ἢ παράβασις τῆς Ἐταιρείας ἀναφέρεται εἰς ὁλόκληρον τὴν σύμβασιν ἢ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις. Ἐν περιπτώσει ὁλικῆς ἐκπτώσεως ἢ σύμβασιν θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἐκπτώσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα ὅτι ἡ Ἐταιρεία θὰ ἐκπέσῃ ἐκ τινος ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων της θὰ γνωστοποιῇται πάραυτα εἰς τὴν Ἐταιρείαν καὶ ἡ ἐκπτώσις θὰ ἰσχύῃ μετὰ 90οῦντα ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἐταιρεία δὲν ἤρξατο ἐνεργεῖν καὶ δὲν συνεχίζει ταύτας ἄνευ καθυστερήσεων καὶ ἄνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἡ δὲν κατέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26 ἐντὸς τῆς εἰρημένης περιόδου, ἐξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθορισθέντα ὑπὸ τῆς διαιτησίας χρονικὰ ὅρια τῆς προβλεπομένης ὑπὸ τοῦ ἐδαφίου (β) τῆς παραγρ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχύν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαδικασίας διαιτησίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ διαιτητικοῦ Δικαστηρίου δὲν ἤθελε δικαιοῦν ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιούται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις της ἐντὸς τῆς ὡς ἄνω περιόδου, θέλει καθιστᾶ τὴν κήρυξιν τῆς ἐκπτώσεως ἄκυρον καὶ μὴ οὔσαν.

6. Δι' ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ τῆς Βιομηχανίας εἰς βάρος τῆς Ἐταιρείας ἢ διὰ τὴν κήρυξιν αὐτῆς ἐκπτώτου ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας δικαιωμάτων της, ἀπαιτεῖται σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἐταιρείαν ὁμοῦ μετὰ τῆς γνωστοποιήσεως περὶ ἧς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου προειδοποιήσεις δέον νὰ πραγματοποιιοῦνται τὸ ταχύτερον δυνατόν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνώσιν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις της.

Λήξις :

8. Λύσις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ χωρῇ ἅμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἰσχύος, ἀπάντων τῶν δικαιωμάτων ἐξερυνήσεως καὶ τῶν παραχωρήσεων ἐκμετάλλεως αἰτινες 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 Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιούται ἀποζημιώσεως ἢ οἰασδήποτε ἄλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως ὁλικῆς ἐκπτώσεως, ἅπαντα αἱ ὑποχρεώσεις τῆς Ἐταιρείας αἱ συσσωρευθεῖσαι μέχρι τῆς ἡμερομηνίας λύσεως δέον νὰ ἔχουν ἐκπληρωθῇ ὑπὸ τῆς Ἐταιρείας περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

Ἄρθρον 22.

Διάθεσις τῆς Ἰδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰασδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἡ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' οἰονδήποτε τῶν ἐν ἄρθρῳ 20 καὶ 21 τῆς παρούσης ἀναφερομένων λόγων, ἅπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἐταιρείας φρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἢ τμήματος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἐπὶ τῶν ὁποίων ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας εἴτε παραγόντων ὕδρονανθράκων ἢ μὴ μετὰ τῶν κεφαλῶν φρεάτων (Well Head) καὶ τῶν ὑποστηρίξεων (Casing) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἄνευ οὐδεμιᾶς ἀποζημιώσεως.

Ἄπαντα τὰ μὴ παραγωγικὰ φρέατα δέον νὰ κλεισθοῦν (Plugged), καταλλήλως ὑπὸ καὶ δι' ἐξόδων τῆς Ἐταιρείας ἅπαντα δὲ τὰ στρώματα ὕδατος δέον νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικὰ φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἐταιρεία, δικαιούται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις της, παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας, καὶ ὑλικά, ἐφ' ὅσον τοῦτο δὲν παραβλάπτει ἢ θέτει ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων, ἡ Ἐταιρεία δικαιούται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἰονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰαδήποτε ἄλλα δικαιώματα, οἰασδήποτε φύσεως καθ' ὅλην τὴν διάρκειαν τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἰονδήποτε τρόπον λήξιν ἢ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαιώματα εὑρηνηται ἐντὸς ἢ ἐκτὸς τῶν ἐρευνητικῶν ἐκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ὑπὸ τῆς Ἐταιρείας.

3. Ἐὰν ὅμως ἡ Ἐταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰαδήποτε ἄλλα δικαιώματα οἰασδήποτε φύσεως, ἐκ τῶν εὐρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἧς ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων εἰς τρέχουσας ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἰσχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἧς θὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης συμβάσεως οὐδεμία πώλησις ἀκινήτων ἀνηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται ἄνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου.

Ἐν περιπτώσει καθ' ἣν δὲν ἤθελε δοθῇ ἡ τοιαύτη ἐγκρίσις ἢ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχεται ἄνευ οἰασδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἅμα τῇ λήξει τῆς ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐὰν καθ' οἰανδήποτε στιγμὴν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ ἅμα τῇ λήξει ταύτης ἡ Ἐταιρεία διαθέσῃ διὰ πώλησεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προῖον τῆς τοιαύτης πώλησεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἐταιρείας κατὰ τὴν ἡμέραν τῆς πώλησεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπι- συναπτομένου πιν. Β) ἡ τυχὸν διαφορὰ :

— Εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρείας τὰ προερχόμενα ἐκ τῆς πώλησεως ὑδρογονανθράκων, διαρκούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θὰ θεωρῆται πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως ὡς ἀκαθάριστον ἔσοdon.

— Εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἐξόδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευομένων ἐν ἄρθρῳ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὐτῆς περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἡ Ἑταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθαρίστους εἰσπράξεις ἐκ τῆς πώλησεως ὑδρογονανθράκων.

Ἀντιθέτως ἐὰν οἱ πρόσδοι ἐκ τῆς τοιαύτης πώλησεως περιουσιακοῦ στοιχείου, ὑπολείπονται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορά εἴτε θὰ ἐκπίπτῃ ἐκ τῶν ἀκαθαρίστων εἰσπράξεων τῆς Ἑταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικώτερον καθορίζεται ἐν παρ. 1 ἑδαφ. (η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔσοδα τοῦ ἄρθρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐὰν ἡ Ἑταιρεία διατηρῇ περιουσιακὰ στοιχεῖα ἐν Ἑλλάδι ἢ ἀλλοῦ κινήτῃ ἢ ἀκίνητῃ δύο εἰσέτι ἔτη μετὰ τὴν λήξιν τῆς συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἑταιρείας, τὸ προῖον δὲ τῆς τοιαύτης ρευστοποίησεως θὰ διανέμεται ἐξ ἴσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, νοουμένου ὅτι τὸ ρευστοποιημένον μερίδιον τῆς Ἑταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων, ἐμμέσων ἢ ἀμέσων οἰασδήποτε φύσεως ἢ οἰουδήποτε εἶδους, τελῶν, δασμῶν κρατήσεων ἢ συνεισφορῶν ἢ εἰδικῶν φορολογιῶν τακτικῶν ἢ ἐκτάκτων δι' ὧρις-μένον σκοπὸν ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ οἰασδήποτε Ἑλληνικῆς ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δρχ. ἀποκτηθὲν παρὰ τῆς Ἑταιρείας διὰ τῆς ἐλευθέρως διαθέσεως τῶν ἐν Ἑλλάδι κινήτων ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως συμφώνως τῇ παρ. 2 τοῦ παρόντος ἄρθρου θὰ μετατρέπῃται εἰς δολ. Η.Π.Α. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς ὅρους τοῦ ἄρθρου 13.

Ἄρθρον 23.

Μεταβιβάσεις.

1. Ἡ Ἑταιρεία δικαιούται νὰ ἐκχωρῇ τὴν παρούσαν σύμβασιν ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάσῃ πάντα τὰ ἐκ ταύτης δικαιώματά της ὑπὸ ὅρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς :

α) Εἰς ἑτέραν Ἑταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας, ἢ

β) Εἰς ἑτέραν Ἑταιρείαν ἐλεγχομένην παρὰ τῆς C & K PETROLEUM INC. ἢ ὑπὸ ἑτέρας Ἑταιρείας ἐλεγχομένης ὑπὸ τῆς C & K PETROLEUM INC. ἢ

γ) Εἰς μίαν ἢ πλείονας ἑταιρείας (PARTNERSHIP) συσταθησομένης κατὰ τὸ δίκαιον μιᾶς τῶν πολιτειῶν τῶν Η.Π.Α. εἰς ἃς θέλει συμμετέχει ὡς ὁμόρρυθμος ἑταῖρος ἢ C & K PETROLEUM INC. Ἡ ἐν λόγῳ Ἑταιρεία θὰ ὑπόκειται ὡς αὐτοτελὲς νομικὸν πρόσωπον εἰς φορολόγησιν ἀποκλειστικῶς κατὰ τὸ ἄρθρον 10 τῆς παρούσης καὶ ὑπὸ τὴν ἐκεῖ κλίμακα τῶν κατ' ἰδίαν συνεταίρων της τυγχανόντων ἀπασῶν τῶν κατὰ τὴν παράγρ. 4 τοῦ αὐτοῦ ἄρθρου ἀπαλλαγῶν καὶ μὴ δυναμένων νὰ θεωρηθοῦν ὅτι κέκτηνται ἐγκατάστασιν ἐν Ἑλλάδι ἐκ τῆς ἐν αὐτῇ δραστηριότητος τῆς Ἑταιρείας.

δ) Εἰς οἰονδήποτε ἕτερον τρίτον ἐν τοιαύτῃ ὁμῶς περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν ἢ τις κρίσις διὰ περιορίζεται ὡς πρὸς τὸ πρόσωπον φυσικὸν ἢ νομικὸν τοῦ ἐκδοχέως καὶ μόνον.

2. Ὁ Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους Ἑθνικῆς ἀσφαλείας νὰ ἀπαγορεύῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ὑπὸ στοιχεῖα 1(α), (β) καὶ (γ) τοῦ παρόντος ἄρθρου.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν παρ. 1 ἑδ. (α), (β) καὶ (γ) ἀνωτέρω καθοριζόμενα ἡ Ἑταιρεία θὰ παραμένῃ ὑπεύθυνος ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ἀλληλεγγύως καὶ εἰς ὁλόκληρον μετὰ τοῦ ἐκδοχέως διὰ τὴν ἐκπλήρωσιν τῶν ὁρῶν καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

Ἄρθρον 24.

Ἐφαρμοζόμενοι Νόμοι.

1. Ἡ Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἑταιρείαν ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, οὐδὲν διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἷονδήποτε τρόπον τροποποιήσῃ τὴν παρούσαν σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἑταιρείας.

2. Ἡ Ἑταιρεία καὶ αἱ ἐργασίαι της καὶ ἡ περιουσία της ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκαστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν πάντως ὁμῶς μόνον μέχρι τοῦ σημείου κατὰ τὸ ὁποῖον δὲν ἔρχονται εἰς σύγκρουσιν πρὸς τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης συμβάσεως.

3. Ἐν περιπτώσει συγκρούσεως σημερινῆς ἢ καὶ μελλοντικῆς θὰ κατισχύουν οἱ ὅροι καὶ αἱ συμφωνίαι τῆς παρούσης, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ κανονισμῶν αἱ συγκρουόμεναι με τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης δὲν θὰ ἔχουν ἰσχὺν ὅσον ἀφορᾷ τὴν Ἑταιρείαν, τὰς ἐργασίας της καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

Ἄρθρον 25.

Ἀνωτέρα βία.

1. Παράλειψις τῆς Ἑταιρείας ὅπως ἐκπλήρωσιν οἰωνδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεων, δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν βίαν.

Ὁ ὅρος οὗτος θὰ περιλαμβάνῃ ἀλλ' οὐχὶ περιοριστικῶς πράξεις τοῦ ἔχθρου, ἀποκλεισμοὺς θεομηνίας, ἐπιδημίας σεισμοῦ, πυρκαϊᾶς, ἐκρήξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰωνδήποτε Κυβερνητικὴν πρᾶξιν ἢ πράξεις ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἔλεγχον τῆς Ἑταιρείας. Ἐφ' ὅσον συνεπεία τοιαύτης ἀνωτέρας βίας καθυστερεῖται ἢ συμμόρφωσις τῆς Ἑταιρείας, πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της ἢ ἡ ἄσκησις τῶν ἐκ ταύτης δικαιωμάτων της, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστέρησεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ ἄσκησιν δικαιωμάτων.

2. Ἐὰν ἡ κατάσταση αὐτῇ ἀνωτέρας βίας ὀφειλομένη εἰς μίαν ἢ εἰς περισσότερας αἰτίας συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἑταιρεία θὰ δικαιούται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων της καὶ ἀπασῶν τῶν ὑποχρεώσεων της ἐκ τῆς παρούσης συμβάσεως, ὅποτε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφῳ παραιτήσῃ ἢ παροῦσα σύμβασις θὰ λύεται.

Ἐπὶ τῇ τοιαύτῃ παραιτήσῃ ἡ Ἑταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑποχρεώσεων της πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ Ἑλληνικὸν Δημόσιον ὡς καὶ ἡ Ἑταιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἐναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰωνδήποτε τῶν ὁρῶν τῆς παρούσης συμβάσεως ὑπὸ ἑκατέρου τῶν συμβαλλομένων καὶ θὰ δώσουν ἀμφοτέροι πληρὴ καὶ ἀνεπιφύλακτον ἐγγραφοὺς ἀπαλλαγῇ.

*Άρθρον 26.

Διαιτησία.

1. Ήξαιρέσει τῶν ἐν παραγ. 2 τοῦ παρόντος ἄρθρου ἀναφερομένων πᾶσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας διαφωνία ἡφορώσα τὴν παροῦσαν σύμβασιν θὰ λύεται ἀποκλειστικῶς διὰ διαιτησίας κατὰ τὰ ἐν ἄρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων».

2. Προκειμένου ὁμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἄρθρῳ 21 ὀρίζεται, ἡ ἀμφισβητήσεων ἀφορώσων διαφοράν, διένεξιν ἢ διαφωνίαν ὡς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς συμβάσεως αἰτίνες δύνανται νὰ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἄρθρα 3, 4, 6, 12 καὶ 13 ἡ διαιτησία διεξάγεται κατὰ τὸν ἐπόμενον τρόπον.

Ὁ αἰτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνόμενον καὶ κοινοποιούμενον πρὸς τὸν ἕτερον συμβαλλόμενον καθορίζει ἀκριβῶς τὰ θέματα διενέξεως ἢ διαφωνίας καὶ ὀρίζει τὸν διαιτητὴν αὐτοῦ, καλῶν καὶ τὸν ἕτερον συμβαλλόμενον ὅπως προβῇ εἰς τὸν ὀρισμὸν τοῦ δευτέρου διαιτητοῦ.

Ὁ πρὸς δὲ ἡ κοινοποίησις ἀντισυμβαλλόμενος ὑποχρεοῦται ἐντὸς προθεσμίας εἴκοσι (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως πρὸς αὐτὸν τῆς αἰτήσεως διαιτησίας δι' ἐγγράφου κοινοποιήσεως ὅπως ὀρίσῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης τὸν δεύτερον διαιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνoῦς Διαρκoῦς Δικαστηρίου τῆς Χάγης τῇ αἰτήσῃ τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται ὅπως, ἐντὸς εἴκοσι (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ἐκλέξωσι κοινὴν συμφωνίαν τὸν τρίτον διαιτητὴν, ὅστις θὰ εἶναι Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν Διαιτητῶν εἰς τὸ Πρόσωπον τοῦ Τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνoῦς Διαρκoῦς Δικαστηρίου τῆς Χάγης κατόπιν αἰτήσεως τῶν διαιτητῶν ἢ τοῦ ἐνὸς τούτων.

Οἱ διαιτηταὶ ὀφείλουσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν τρίτον διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη δύνανται νὰ παραταθῇ κοινὴ συμφωνία τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσι τυπικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Δικαιοῦνται ὅπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὄψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν διαιτητῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν του διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἐκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ κωλύματος, ἢ τῆς ἀρνήσεως, βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἀρνήσις τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὀριστική, τελεσίδικος καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἑκτακτον ἐνδίκον μέσον.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ συνήθης ἀποζημίωσις τῶν διαιτητῶν καθορίζόμενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως βαρύνουσι τὸν ἡττώμενον ἐν τῇ διαδικασίᾳ διάδικον.

*Άρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου.

Ἐφ' ὅσον ἡ Ἑταιρεία θὰ χρησιμοποίῃ συνεχῶς ἰδιοκτησίαν κινήτην ἢ ἀκίνητον τοῦ Ἑλληνικοῦ Δημοσίου :

α) Συνεπεῖα ἀπαλλοτριώσεως κατὰ τὰ ἐν ἄρθρῳ 15 ὀριζόμενα.

β) Βάσει τῶν ἐτέρων διατάξεων τοῦ ἄρθρου 15 ἢ

γ) Βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἑταιρείας, ἡ Ἑταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελήται διὰ τὴν ἰδιοκτησίαν ταύτην ὡς ἐὰν ἦτο ἡ ἰδία ἰδιοκτῆτρια καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰουδήποτε τρίτου.

*Άρθρον 28.

Εὐθύνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως Δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν ἕτερον νόμιμον δικαίωμα ἢ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῶς ἐρευνητικῆς περιοχῆς ὡς ὀρίζεται ἐν ἄρθρῳ 1, ἐὰν δὲ ἤθελεν ἀξιώθῃ τοιοῦτον δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Ἑταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἑταιρείας, ἔναντι τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τούτοις οἰοσδήποτε τρίτος ἤθελεν ἐπιτυχῶς διεκδικῆσαι δικαίωμα τι κατὰ τῆς Ἑταιρείας ἢ ἤθελεν ἀναγνωρισθῇ ὀριστικῶς καὶ τελεσίδικως οἰονδήποτε τοιοῦτον δικαίωμα δι' ἀποφάσεων Ἑλληνικοῦ Δικαστηρίου, ἢ Ἑταιρείας θὰ ἔχῃ τὸ δικαίωμα νὰ καταγγείλῃ τὴν παρούσαν συμφωνίαν ἀπαλλασσομένη οἰασδήποτε βάσει ταύτης ὑποχρεώσεώς της τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἑταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

*Άρθρον 29.

Διάθεσις εἰς τὴν ἀγοράν (MARKETING) καὶ Διύλυσις
Διάθεσις εἰς τὴν ἀγοράν.

1. Ἐὰν ὀφέποτε, διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἡ Ἑταιρεία ἐπιθυμῇ νὰ ἀποκτήσῃ δικαίωμα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι, παραγομένων παρ' αὐτῆς ἐν Ἑλλάδι τὸ Ἑλληνικὸν Δημόσιον ἐπὶ τῇ σχετικῇ αἰτήσῃ τῆς Ἑταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὕτῃ τὸ ρηθὲν δικαίωμα ὑπὸ ὅρους οὐχὶ ὀλιγώτερον εὐνοϊκοῦς τῶν χορηγηθέντων ἢ χορηγηθησομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ἡμερομηνίας τῆς ἀνω αἰτήσεως εἰς οἰονδήποτε τρίτον, φυσικὸν ἢ νομικὸν πρόσωπον, κεκτημένον τὸ δικαίωμα ἐρεῦνης ἢ καὶ παραγωγῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Διύλυσις.

2. α) Ἐὰν καθ' οἰανδήποτε στιγμήν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ ὑπὸ τῆς Ἑταιρείας παραγωγῇ ἐγχωρίου ἀργοῦ πετρελαίου φθάσῃ εἰς ἐπίπεδον ὑπερβαῖνον τὰς ποσότητας τὰς ὁποίας ἡ Ἑταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἄρθρῳ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὕτη θὰ κέκτῃται ὡσαύτως τὸ δικαίωμα νὰ κατασκευάσῃ καὶ ἐκμεταλλευθῇ διύλιστήριον ἵνα διυλίσῃ ἐν αὐτῷ τὸ ὕπερ δικαιούται νὰ ἐξάγῃ ἀργὸν πετρέλαιον, καὶ νὰ ἐξάγῃ τὰ ἐκ τοῦ ἀργοῦ τούτου πετρελαίου λαμβανόμενα πετρελαιοειδῆ προϊόντα.

β) Ἐὰν ὀποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια διύλιστήρια, τὰ ἐφοδιάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἐγχώρια διύλιστήρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε ἄλλου Ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῆς ἐκμεταλλεύσεως ἀνακαλύψεως παρὰ τῆς Ἑταιρείας ἐγχωρίου ἀργοῦ πετρελαίου, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία δύνανται νὰ προμη-

θείση έπαρκές πρὸς τοῦτο ἐγχώριον ἀργὸν πετρέλαιον θὰ διδῇ, καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἄρθρου 12 ὑποχρεώσεων αὐτῆς δικαίωμα προτεραιότητος εἰς τὴν Ἑταιρείαν ἐναντι ὅλων τῶν ἄλλων ἐγχωρίων διυλιστηρίων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἴτε : 1) ἐκ τῆς παραγωγῆς παντὸς διυλιστηρίου τὸ ὁποῖον θὰ ἔχῃ προηγουμένως κατασκευάσει ἢ Ἑταιρεία διὰ τὴν ἐξαγωγὴν προϊόντων περὶ ὧν τὸ ἐδάφιον (α) τῆς παρούσης παραγράφου 2 ἢ 2) ἐφ' ὅσον δὲν θὰ ἔχῃ κατασκευασθῇ τοιοῦτον διυλιστήριο, ἐκ τῆς παραγωγῆς νέου διυλιστηρίου τὸ ὁποῖον τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν Ἑταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, ὅσον καὶ πρὸς τὸν σκοπὸν τῆς ἐξαγωγῆς πάσης παραγωγῆς τοῦ διυλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τούτοις, ὅτι τὰ κατὰ τὰς διατάξεις τοῦ ἐδαφίου (β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 δικαιώματα τῆς Ἑταιρείας, θὰ γεννηθοῦν μόνον : 1) ἐφ' ὅσον ἡ Ἑταιρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν Ἑλλάδι, ἢ 2) ἐὰν ἡ Ἑταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν Ἑλλάδι χωρὶς ὅμως νὰ εἶναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἐκεῖνοι οἵτινες ἦσαν οἱ πρώτοι, ἀπαρνηθοῦν ἢ παραιτηθοῦν παντὸς τυχόν δικαιώματός των πρὸς κατασκευὴν διυλιστηρίου.

δ) Ἐν περιπτώσει καθ' ἣν ἡ Ἑταιρεία ἔχει τὸ δικαίωμα νὰ κατασκευάσῃ ἢ χρησιμοποιοῦσιν διυλιστήριο, κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου (β) τῆς παραγράφου 2, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἢ χρησιμοποίησιν ὑπὸ ὅρους καὶ συμφωνίας ἀμοιβαίας συνολογηθησομένου κατὰ τὴν στιγμὴν καθ' ἣν θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, ὅτι οἱ τοιοῦτοι ὅροι καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν Ἑταιρείαν ὀλιγώτερον εὐνοϊκοὶ ἀπὸ τοὺς παραχωρηθέντας εἰς ἕτερα ἐν Ἑλλάδι Διυλιστήρια, ἐξαίρουμένου τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου.

ε) Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα ὅπως, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἐσωτερικὴν κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέντος διυλιστηρίου ἢ ἐξ ὑπάρχοντος τοιούτου χρησιμοποιομένου κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου (β) τῆς παραγράφου 2 διδῇ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀνάγκας τοῦ τοιούτου Διυλιστηρίου καλύπτουσα ταύτας ἐκ τῆς ἰδίας αὐτῆς παραγωγῆς ἐγχωρίου ἀργοῦ πετρελαίου : (1) καθ' ὃ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διυλιστηρίου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἐγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ Ἑλληνικοῦ Κράτους καὶ : (2) ὑπὸ τὸν ὅρον ὅτι ἡ Ἑταιρεία θὰ συνεχίσῃ νὰ ἐκτελῇ μέχρι τοῦ ὁρίου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παράγραφον 3 τοῦ ἄρθρου 12 τυχὸν ὑποχρέωσίν της μετὰ τὴν ὑπὲρ τοῦ ἰδίου αὐτῆς Διυλιστηρίου παραχώρησιν τῆς τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Οὐδὲν τῶν ἐν ἐδαφίῳ (β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 ὀριζομένων, ἢ πᾶσα ἄλλη ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἐρμηνεύεται ὡς θέτουσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἑταιρείας, ἢ τῶν ὑπ' αὐτῆς ἰδρυθεισῶν Ἑταιρειῶν νὰ ζητήσουν δικαίωμα ἰδρύσεως ἢ συμμετοχῆς εἰς τὴν ἰδρυσιν Διυλιστηρίου ἐν Ἑλλάδι εἰς πάντα χρόνον.

ζ) Ὁ εἰς τὸ κείμενον τῆς παρούσης συμβάσεως ὅρος «Ἑλληνικὸν Κρατικὸν Διυλιστήριο» θὰ ὑπονοῇ τὸ σήμερον ὑπάρχον Κρατικὴς ἰδιοκτησίας Διυλιστήριο, ἔστω καὶ ἂν τοῦτο ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. Ἀπαντα τὰ κατὰ τὸ παρὸν ἄρθρον δικαιώματα τῆς Ἑταιρείας θὰ ἀσχοῦνται εἴτε ὑπ' αὐτῆς ἢ ὑπὸ συγγενοῦς ἢ ὑπ' αὐτῆς ἰδρυομένης Ἑταιρείας ἢ Ἑταιρειῶν, ὡς ὀρίζεται ἐν ἄρθρῳ 23 τῆς παρούσης συμβάσεως.

Ἄρθρον 30.

Ἐγγύησις.

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Δ/σιν Μεταλλείων τοῦ Ὑπουρ-

γείου Βιομηχανίας) ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπεζῆς ἐν Ἑλλάδι, διὰ ποσὸν Δολλ. Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Ἑταιρείας, τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περίοδον πέντε ἐτῶν ἀπὸ τῆς ἡμέρας ἰσχύος τῆς συμβάσεως, ἢ δὲ Ἑταιρεία θὰ ὑποχρεοῦται ἀνεῦ ἐτέρας εἰδοποιήσεως νὰ ἀνανεώσῃ ἀνὰ πενταετίαν τοῦλάχιστον αὐτὴν τὴν ἐγγύησιν κατὰ τὴν διάρκειαν ὁλοκλήρου τῆς περιόδου ἰσχύος τῆς συμβάσεως καὶ μέχρι λήξεως ταύτης. Ἐὰν μία νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ μιᾶς ἀνεγνωρισμένης Τραπεζῆς ἐν Ἑλλάδι τοῦλάχιστον τέσσαρας μῆνας πρὸ τῆς ἐκπνοῆς τῆς ἰσχυοῦσης ἐγγυητικῆς ἐπιστολῆς, ἢ παροῦσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἰσχυοῦσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὀριστικῶς πληρωτέα παρὰ τῆς Ἑταιρείας, κατὰ τοὺς ὁρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἓνα μῆνα ἀφ' ἧς ταῦτα κατέστησαν ὀριστικῶς πληρωτέα.

Ἐὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῇ ὀριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγυήσεως, ταῦτα δύναται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς ὀριστικοποιήσεώς των, διὰ τῆς εἰσπράξεως τῆς ἐγγυήσεως, ἐκτὸς ἂν ἡ Μισθώτρια Ἑταιρεία παράσχῃ ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

Ἐὰν δι' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἤθελε καταστῇ κατώτερον τῶν Δολλ. 300.000, ἢ Ἑταιρεία ὑποχρεοῦται νὰ συμπληρῇ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικρότερα τῶν Δολλ. 300.000, ἐπὶ τῇ ποινῇ τῇ προβλεπομένη διὰ ἐδαφίου (δ) τῆς παραγρ. 3 τοῦ ἄρθρου 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὁρους καὶ ἐν περιπτώσει καθ' ἣν ἤθελε λάβει χώραν 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 ἀνίσχυρον τὴν παροῦσαν σύμβασιν ἥτις καὶ θὰ θεωρῇται ὡς οὐδέποτε γενομένη.

Ἄρθρον 31.

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

Ἡ παροῦσα σύμβασις ὡς καὶ αἱ κατὰ τὸ ἄρθρον 23 τοῦ παρόντος μεταβιβάσεις ἀπαλλάσσονται δυνάμει τοῦ ἄρθρου 27 τοῦ Νόμου 3948/1959 τῶν τελῶν χαρτοσήμου καὶ πάσης φύσεως ὑπὲρ τοῦ Δημοσίου καὶ τρίτων εἰσφορῶν δικαιωμάτων καὶ λοιπῶν ἐπιβαρύνσεων.

Ἄρθρον 32.

Ἀρχὴ ἰσχύος τῆς παρούσης.

1. Ἡ παροῦσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἄρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἣν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τοῦ κυροῦντος ταύτην Νόμου, ἀρχεται ἡ ἰσχὺς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παροῦσα σύμβασις ἤθελε κυρωθῇ με τροποποιήσεις ἢ Ἑταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ ὁλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὅμως αὕτη νὰ δηλώσῃ ἐγγράφως ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυροῦντος τὴν σύμβασιν ὡς ἐροποιοῦμένη.

Ἐν περιπτώσει καθ' ἣν τοιαύτη ἀποδοχὴ δὲν ὑπεβλήθη ἐμπροθέσμως ἢ Ἑταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. Είς περίπτωσιν τροποποιήσεως υπό τῆς Νομοθετικῆς ἔξουσας τῶν ὅρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας, ἡ ἰσχὺς τῆς συμβάσεως ἄρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

Ἄρθρον 33.

Κοινοποιήσεις.

Πᾶσα κοινοποίησις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν καὶ ἀντιστρόφως, βάσει τῆς παρούσης συμβάσεως, ἵνα ἢ ἐγκυρὸς δέον νὰ γίνηται ἐπὶ ἀποδείξει ἢ διὰ συστημένου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ νὰ ἀπευθύνεται :

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

Εἰς Ὑπουργεῖον Βιομηχανίας
Γενικὴν Διεύθυνσιν Μεταλλείων
Ἀθῆναι, Ἑ λ λ α ς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν C & K PETROLEUM INC. φροντίδι τοῦ Σωκράτους Βεκρή, Ὁδὸς Φιλελλήνων 19 -Soerates Vekris, Filellinon 19, Athens (118), Greece, ὅστις ὀρίζεται ἀντίκλητος τῆς Ἑταιρείας ἐν Ἑλλάδι.

Ἐν ἀνακλήσει τοῦ ὡς ἄνω ἀντικλήτου ἡ Ἑταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὀνοματεπώνυμον καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλήτου ὅστις δέον νὰ εἶναι κάτοικος Ἀθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντίκλητον.

Ἄρθρον 34.

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοήθειας.

Ἡ C & K PETROLEUM INC. δηλοῖ ὅτι ἐν περιπτώσει μεταβιβάσεως εἰς τό, κατὰ τὰ ἐν ἄρθρῳ 23 παρ. 1 ἐδάφ. α), β) καὶ γ) τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς ὃ ἡ μεταβίβασις, δι' ἰδιαιτέρας ἐπιστολῆς, ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς σχέδιον ἐπιστολῆς καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων, θὰ ἀναλαμβάνῃ τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς, τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, ὅπως ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου νὰ παράσχη καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεων τῆς κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἄνω σχεδίῳ τῆς ἐπιστολῆς ἐκτιθέμενα.

Ἄρθρον 35.

Ἐφαρμογὴ τοῦ Ν.Δ. 2687/1953.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχη πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἄρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ Ἐπενδύσεως καὶ Προστασίας κεφαλαίων Ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθόμενα πάσης φύσεως καὶ μορφῆς κεφάλαια τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπ' αὐτοῦ ὀριζομένην διαδικασίαν.

Ἄρθρον 36.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ χρηματικὰς καταβολὰς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἑταιρείας κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν.

Τυχὸν προσφυγὴ τῆς Ἑταιρείας εἰς διαιτησίαν ἐντὸς τοῦ ὡς ἄνω μηνός, κατὰ τὰς διατάξεις τοῦ ἄρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἓνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἑταιρείαν τῆς σχετικῆς ὀριστικῆς διαιτητικῆς ἀποφάσεως.

Ἄρθρον 37.

Καλὴ ἐκτέλεσις Συμβάσεως.

1. Αἱ σχέσεις μεταξύ τῶν συμβαλλομένων μερῶν δέον ὅπως διέπωνται ὑπὸ πνεύματος ἁρμονικῆς συνεργασίας καθ' ὅλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν ὅτι αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἐργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν παραχωρουμένην περιοχὴν, ὅτι ἡ παροῦσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ ὅτι δὲν ὑφίστανται ἕτεραι γραπτὰ ἢ προφορικὰ συμφωνία περὶ τῶν ὅρων τῆς παρούσης συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω ὅτι θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσι ἢ ἀντικατασταθῶσι εἰμὴ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφθισομένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

Ἄρθρον 38.

Ἐγκυρότης Κειμένων.

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

Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παροῦσαν σύμβασιν.

Ἐν Ἀθήναις τῇ 12 Ἰουνίου 1970

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργὸς Βιομηχανίας

Διὰ τὴν C & K Petroleum Inc.

E. J. ATHENS

Εἰδικὸς Ἐκπρόσωπος

Π Ι Ν Α Κ Ε Β'

Κόστος - Έξοδα - Βάρη.

1. Τα στοιχεία του κόστους, έξοδα και βάρη τα αναφερόμενα εις την παράγραφον 7 του άρθρου 10 της συμβάσεως εις την προσαρτάται (δ παρών) έχουν ως ακολούθως :

α) Κόστος αγοράς των εμπορευμάτων ή των παρεχομένων υπηρεσιών.

β) Διοικητικά έξοδα, γενικά έξοδα και τα έξοδα εγκαταστάσεως συμπεριλαμβανομένων των συνεισφορών των τελών δια διπλώματα εύρεσιτεχνίας δαπάνας αδειών και δαπανών δι' έρευνας.

γ) 'Αποσβέσεις προς είκοσι τοίς εκατόν (20 %) κατ' έτος, του έχοντος ύλικήν υπόστασιν ενεργητικού, (ως π.χ. αξία αγοράς γεωτρυπάνου) και αποσβέσεις τριάκοντα τρία και εν τρίτον τοίς εκατόν (33 1/3 %) κατ' έτος των δαπανών αιτίνας δέν καταλήγουν εις την απόκτησιν ή την παραγωγήν έχοντος ύλικήν υπόστασιν ενεργητικού (ως π.χ. έξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικών έρευνών).

Η απόσβεσις οικήμάτων εις μεγάλας πόλεις περιορίζεται εις ποσοστόν 5 % έτησίως ή δέ δι' άγωγούς μεταφοράς ύδρογονανθράκων εις ποσοστόν 10 % έτησίως. Τυχόν εύνοϊκώτερα ποσοστά άποσβέσεως ή άλλα φορολογικά κίνητρα ισχύοντα ή εις τó μέλλον παρασχεθίσόμενα δέν θέλουσιν έχειν έφαρμογήν έν προκειμένω έκτός εάν ταύτα έφαρμόζονται επί όμοειδών επιχειρήσεων.

δ) Έξοδα πώλησεως των ύδρογονανθράκων συμπεριλαμβανομένων μεσιτειών και δαπανών της Έπηρεσίας πώλησεων.

ε) Ζημίες προερχόμεναι από βλάβην ή καταστροφήν ή απώλειαν περιουσιακών στοιχείων χρησιμοποιηθέντων, παραχθέντων, κατασκευασθέντων ή πωληθέντων και αιτίνας δέν άπεζημιώθησαν υπό ασφαλείας ή άλλως, συμπεριλαμβανομένων ζημιών έξ έπισφαλών απαιτήσεων, απαιτήσεων άποζημιώσεως και διαφορών μεταξύ τιμής κατά την μετατροπήν συναλλάγματος.

στ) Τόκοι εκ χρεών οι όποιοι δέον να περιορισθούν εις τά 2/3 του συνολικού ποσού των πληρωτέων τόκων επί όλων των δανείων ή έτέρων χρηματοδοτήσεων παρά της μητρικής Έταιρείας ή συγγενών Έταιρειών ή εκ μέρους τρίτων τά δέ έπιτόκια να είναι λογικά και συμφώνως με τους τρέχοντας διεθνείς νομισματικούς όρους.

ζ) Καταβολαι και άμοιβαί δια υπηρεσίας άλλων είτε :

α) Όφειλόμεναι ή πληρωνόμεναι άπ' εύθείας εις τους ενδιαφερομένους είτε

β) Όφειλόμεναι ή πληρωνόμεναι δια λογαριασμόν των ενδιαφερομένων μέσω ασφαλιστικών συνταξιοδοτικών ή άλλων ταμείων.

η) Η μη καλυφθεΐσα αξία κτήσεως περιουσιακών στοιχείων πωληθέντων επιστραφέντων εγκαταλειφθέντων ή άλλως πως διατεθέντων περιλαμβανομένων και των μη καλυφθέντων έξόδων γεωτρήσεως φρεάτων, μη παραγωγικών ύδρογονανθράκων εις ποσότητας έμπορικώς εκμεταλλευσίμους.

θ) Μισθώματα ή έτεροι καταβολαι εις τρίτους δια την χρήσιν οίανδήποτε περιουσιακών στοιχείων ανήκόντων εις τρίτους, ως γηπέδων, κτισμάτων, μηχανημάτων έξοπλισμού κλπ. (ή έν σχέσει προς την χρήσιν τούτων) άποσβέσεις ως αύται προβλέπονται έν παρ. 4 του παρόντος Πίνακος Β.

ι) Καθαράι ζημιαί εκ των έργασιών κατά τά έν παρ. 6 του άρθρου 10 της παρούσης συμβάσεως προβλεπόμενα.

κ) Καταβολαι δια στρεμματικούς φόρους ως αύται προβλέπονται έν άρθρω 8 της παρούσης συμβάσεως κατά την διάρκεια αυτών των περιόδων προ της 1ης περιόδου κατά την όποιαν καθαρόν εισόδημα πραγματοποιείται υπό της Έταιρείας.

λ) Δαπάναι δι' έρευνητικές εργασίας και άυλοι δαπάναι γεωτρήσεως (ως αύται καθορίζονται εις την παρ. 3 του παρόντος πίνακος) έφ' όσον ή Έταιρεία άποφασίση την κατά την διαχειριστικήν περίοδον κατά την διάρκειαν της όποιας έπραγματοποιήθησαν άπόσβεσιν των κατά τά έν παρ. 2 του παρόντος Πίνακος καθοριζόμενα.

μ) Πάσα άλλη δαπάνη συνήθης και αναγκαία δια την εργασία, ής ή έκπτώσις έπιτρέπεται υπό της εκάστοτε Έλληνικής Νομοθεσίας δια την φορολογίαν των καθαρών κερδών των Άνωνύμων Έταιρειών.

2. «Τάς δαπάνας δι' έρευνητικές εργασίας» και άύλους δαπάνας δια γεωτρήσεις ως αύται καθορίζονται έν παρ. 3 του παρόντος Πίνακος πραγματοποιούμενας μετά την υπό της Έταιρείας απόκτησιν της πρώτης παραχωρήσεως της προς εκμετάλλευσιν, θά δικαιούται ή Έταιρεία είτε να εκπίπτη κατά την διαχειριστικήν περίοδον κατά την διάρκεια της όποιας έπραγματοποιήθησαν είτε να κεφαλαιοποιή προς άπόσβεσιν ως έν παρ. 4 του παρόντος προβλέπεται. Η σχετική άπόφασις περί έκπτώσεως των δαπανών τούτων ή κεφαλαιοποιήσεως των, θά λαμβάνηται κατ' έτος παρά της Έταιρείας δι' εκάστην διαχειριστικήν περίοδον καθ' ήν πραγματοποιούνται.

3. Δια την έφαρμογήν και μόνον των έν τῷ παρόντι Πίνακι Β καθοριζομένων ό όρος «Δαπάναι δι' έρευνητικές εργασίας» θά θεωρηται περιλαμβάνων άπάσας τας δαπάνας τας γενομένας δια την ανακάλυψιν κοιτάσματος ύδρογονανθράκων και τόν καθορισμόν της εκτάσεως του ή τας σχετιζόμενας προς τους σκοπούς τούτους δαπάνας.

Έν τῇ έννοιά του όρου δέν θεωρούνται περιλαμβανόμεναι δαπάναι δια ύλικά χρησιμοποιηθέντα δια κτίσματα εις τόν χῶρον των φρεάτων ή δι' άλλας εγκαταστάσεις ή δια έξοπλισμόν γεωτρήσεων ή δια γραμμάς συγκεντρώσεως και παραγωγής, σωλήνας έπενδύσεως (Casings) άποθηκευτικούς χώρους, κινητήρας, λέβητας, μηχανήματα και λοιπά παρόμοια. Αντιθέτως έν τῇ έννοιά του όρου τούτου θά περιλαμβανώνται δαπάναι σχετιζόμεναι προς προκαταρκτικές έρευνας και χωρομετρήσεις γῆρας, έναέριους ή θαλασσίας, άπασαι αι δαπάναι δια γεωλογικά και γεωφυσικάς εργασίας και πάσα άλλη δαπάνη πραγματοποιηθεΐσα δια τόν καθορισμόν της τοποθέσίας και εκτάσεως κοιτασμάτων ύδρογονανθράκων.

Ό όρος «Άυλοι δαπάναι γεωτρήσεως» θά έρμηνεύηται ως σημαίνων πάσαν δαπάνην δι' εργατικά καύσιμα, έπιδι-ορθώσεις, συντήρησιν, χειρισμόν (Handling) έφόδια και ύλικά δια τας ή σχετικά προς γεωτρήσεις, καθαρισμόν, εκβάθυσιν ή συμπλήρωσιν φρεάτων ή προπαρασκευήν τούτων.

Έν τῇ έννοιά του όρου δέν περιλαμβάνονται αι δαπάναι δια ύλικά χρησιμοποιηθέντα δια κτίσματα εις τόν χῶρον των φρεάτων ή δι' άλλας εγκαταστάσεις, ή δι' έξοπλισμόν γεωτρήσεων ή δια γραμμάς συγκεντρώσεως και παραγωγής ή σωληνώσεις έπενδύσεως (Casings), άποθηκευτικούς χώρους, κινητήρας, λέβητας, μηχανήματα κλπ.

Αντιθέτως έν τῇ έννοιά του όρου περιλαμβάνονται αι δαπάναι αι αναφερόμεναι εις γεωτρήσεις, ανατινάξεις δια δυναμίτιδος και καθαρισμόν φρεάτων, καθαρισμόν άποστράγγισιν και ίσοπέδωσιν γαιών, κατασκευήν όδών χωρομέτρησιν, γεωλογικάς μελέτας και τοπογραφικάς και γεωλογικάς έπισκοπήσεις προπαρασκευαστικήν των γεωτρήσεων και άνέγερσιν πύργων και χώρων άποθηκεύσεως, κατασκευήν άγωγών και άλλων εγκαταστάσεων αναγκαίων δια την προπαρασκευήν ή γεώτρησιν φρεάτων παραγωγής ύδρογονανθράκων.

Έφ' όσον ή Έταιρεία άποφασίση να κεφαλαιοποιήσῃ οίανδήποτε «δαπάνας έρευνητικών έργασιών» και άύλους δαπάνας γεωτρήσεων κατ' έφαρμογήν των διατάξεων της παρ. 2 του παρόντος Πίνακος αι ούτω κεφαλαιοποιούμεναι δαπάναι θά άποσβέννυνται παρά της Έταιρείας εις χρόνον ούχι μι-

κρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ' ἣν πραγμα-
τοποιοῦνται αὐταί.

Ἐν Ἀθῆναις τῇ 12 Ἰουνίου 1970

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργὸς Βιομηχανίας

Διὰ τὴν C & K Petroleum Inc.

E. J. ATHENS

Εἰδικὸς Ἐκπρόσωπος

AGREEMENT

FOR

THE EXPLORATION FOR AND DEVELOPMENT OF LIQUID AND GASEOUS HYDROCARBONS IN AN AREA OF MAINLAND GREECE AND OF THE IONIAN SEA

PREAMBLE

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

WHEREAS, on February 12, 1970, a letter of application was submitted to the Ministry of Industry by E.J. Athens, special attorney on behalf of C & K Petroleum Inc. proposing the basic terms for the drawing up of an 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 C & K Petroleum Inc. 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. C & K Petroleum Inc. 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 February 27, 1970, attached hereto in the original and an official translation, the present Agreement, pursuant to the concurring opinion of the Council of Ministers, 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 and land area of about 5,500 square kilometers, the boundaries of which are delineated in red on Chart No 65, scale 1 : 500,000, published in February 1952 by the Hydrographic Service of the Hellenic Navy, hereinafter referred to as Schedule A, attached to the present Agreement of which it constitutes an integral part.

This area is defined and described by lines joining the following points :

POINT	LATITUDE N	LONGITUDE E
A	39°00'30"	20°30'00"
B	39°07'45"	20°26'00"
Γ	39°02'30"	20°17'00"
Δ	39°48'00"	19°21'00"
E	39°52'00"	19°21'00"
Z	39°57'00"	19°28'00"
H	39°54'00"	19°46'00"
Θ	39°49'00"	19°57'00"
I	39°44'00"	19°56'00"
K	39°40'00"	19°56'00"
Λ	39°38'00"	19°59'00"
M	39°37'15"	20°11'00"

From point M to point N situated inland at latitude 39°48'00" N longitude 20°32'00" E and thence to point Ξ situated inland at latitude 39°36'00" N longitude 20°42'00" E, thence to point O at latitude 39°23'00" N longitude 20°16'00" E and thence following the shoreline of the Ionian Sea to point Π at latitude 39°10'00" N longitude 20°32'30" E, thence to point P situated inland at latitude 39°10'00" N longitude 20°46'30" E, thence to point Σ at latitude 39°03'00" N longitude 20°46'30" E, thence following the shoreline of the Amvrakikos Gulf to point T at latitude 39°00'30" N longitude 20°44'10" E, and thence to the starting point at A at latitude 39°00'30" N longitude 20°30'00" E.

Included within the above area are the islands of Kerkyra (Corfu) and Paxoi and such other islands as well as two sectors of the mainland as are situated within the above perimeter.

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-continuous 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 geographic coordinates on the above-mentioned Chart No. 65 of the Greek Hydrographic Service.

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	150,000.00
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 commencement of drilling operations	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.	1,250,000.00
4th Year: Drill one exploratory well to a minimum depth of 2,650 metres, with a rig capable of drilling to 3,300 m.	1,250,000.00
5th Year: Drill two exploratory wells to a minimum depth of 2,650 m. each, with a rig capable of drilling 3,300 m.	2,500,000.00
Minimum Total Investment	U.S. \$ 5,400,000.00

2. On condition that the guarantee required by Article 30 herein be duly deposited, the Corporation may upon signature and prior to the ratification by law hereof commence the exploration operation referred to in the preceding paragraph and relevant to its obligations in the first year. In such event sums invested may be placed to the credit of the investment obligations of the first year.

If for any reason whatsoever this Agreement is not ratified by the legislative authority or is not published in the Government Gazette or in the course of ratification its terms undergo modifications on account of which the Corporation shall be entitled in accordance with Article 32 herein to withdraw entirely from the Agreement in question, the Greek State shall undertake no obligation or bear any responsibility in respect of the consequences of the expenditure of sums invested by virtue of this paragraph.

3. Throughout the validity of this Agreement the Corporation shall have the right to terminate it at any time without penalty or any other obligation excepting the fulfilment of its obligations relevant to the year in which such termination occurs.

4. 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:

* More particularly:

a) 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.

b) If the Corporation considers that sufficient geophysical information has been obtained, the obligatory sum of \$ 250,000.00 during the second year may be disposed also for exploratory drilling:

	U.S. \$ per sq. km
a) for the whole period of the first three years	900
b) for the whole period of the three following years	1,500
c) for the whole period of the three following years	2,250
d) every three years after the end of the ninth year (after the end of the fourteenth year from the effective date hereof)	3,000

5. 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 item 1 of this Article, in excess of its investment obligations for each of these years shall be credited against the investment obligations of the following year or years. Any amounts invested by the Corporation in its exploration operations under this Agreement during any one of the periods of three years, mentioned in item 4 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 work and in eventual 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.

6. 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 6, sub-item a) only: Organization expenses shall be taken to be also 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 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 abandon said well, the Corporation shall have the right to do so in its own free judgment, under reservation of the replacement through another well as stipulated in this Article. However, if in this case the Greek State has serious technical reasons to believe that hydrocarbons could be discovered in this well at a greater depth, then the Greek State shall have the right to request the Corporation to continue the drilling of this well, provided this request is made to the Corporation before the rig is removed from the location and provided further that the Greek State shall not have the right to request that this well be drilled beyond the depth capability of the rig.

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

a) This additional drilling shall be carried out at the expense of the Greek State, which shall reimburse the Corporation for all the expenses incurred for such

drilling, according to the same rate the Corporation had been paying, including a charge for depreciation of all the machinery and equipment used for such drilling at the rates foreseen in Schedule B and an overhead of 10 per cent. Such reimbursements shall be made on a monthly basis and not later than thirty days after the presentation by the Corporation of a monthly bill.

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 Obligations of the Corporation

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

2. Under reservation of the prescriptions of item 3 below, the Corporation shall carry out continuous producing operations in a workmanlike 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 judgement 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) An Admiralty representative shall be permitted to follow all such research, the Corporation giving him adequate advance notice for this purpose.

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

c) Navigation in the area defined in Article 1 should not be unfavorably affected, and special care shall be taken to avoid any damage to undersea cables in the area.

d) 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 and all installations and other such objects in the sea shall be illuminated as regulations require.

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

f) In the event that any object of archaeological value and of antiquities in general shall be discovered in the course of research, the Corporation shall be obliged to suspend all its operations in the area concerned and to notify urgently the appropriate Antiquities service so that the latter may take all necessary measures for the protection of such antiquities.

g) Operations can be prohibited or 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 $12\frac{1}{2}$ (twelve and one half) % 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 9a).

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 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 Articles 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement, and that the subtraction of the royalties from the income tax will remain unchanged during this Agreement and the Corporation in the consideration of such undertakings agrees and declares that during this Agreement or any time afterwards 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, whe-

ther 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 for ordinary dues paid in respect of services or rights of all kinds and for employers' insurance contributions to insurance funds and organizations.

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 of not greater than ten business periods beginning with the first business period during which it derives gross receipts as above described.

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

posed 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 C. & K Petroleum Inc. or any of its affiliated companies.

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

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

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

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

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

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

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

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

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

Article 11.

Import and Export of Machinery, Equipment and Materials

1. The Corporation shall have the right to import from abroad and to use for its operations under this Agreement all machinery and equipment, including any spare parts 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 license 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 or this Article, except as otherwise provided in Article 22 of this Agreement and such exports shall not be subject to any special authorization or licence in each instance nor to the payment of any export and customs duties or any other taxes, charges, fees and stamp duties.

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

Article 12.

Domestic Consumption and Exports

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

2. «Suitable crude oil» as used in this Article 12 shall mean crude oil which does not contain unusual technical characteristics or differ substantially as regards 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 as well as to such other refineries as shall come into operation in consequence of agreements between the Greek State and any other contractor that shall be signed before the discovery by the Corporation of commercially exploitable 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 license but under normal commercial practice in each instance and without paying any export duties or other taxes, duties and charges, and to retain the proceeds of such exports abroad as stated in detail in Article 13. In exercising this right the Corporation shall endeavor to export quantities of crude oil produced by it in excess of those stipulated under item 3 above, provided that suitable markets for such quantities are available to the Corporation. The Corporation will notify the Greek State in writing when such markets are not available to it, at which time the Greek State may arrange to purchase or to be purchased the excess crude at posted price provided mutually satisfactory terms and conditions including duration of such purchase arrangements are agreed upon by the Corporation and the Greek State, however, within the limitations of Article 6, item 3.

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

5. In order that the Corporation may comply with its obligations, as set forth in item 3 of this Article, to supply indigenous crude oil to the Greek State Refinery and other domestic refineries existing at the time of initial commercial discovery, the Greek State obligates itself to ensure that the crude oil produced by the Corpora-

tion 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 of 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 predisccovery 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 predisccovery 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 Drachma during the respective calendar month.

Article 13.

Foreign Exchange

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

a) by converting to Greek currency, through the banks and agents officially authorized to deal in Greek currency and foreign exchange, U.S. dollars or foreign currency freely convertible to U.S. dollars, in such amounts as will be sufficient to cover the 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 operations under this Agreement.

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

Greek State, which approval, however, shall not be withheld except for reasons of undue financial risk involved in said investments.

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

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

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

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

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

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

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

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

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

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

8. a) For the purpose of carrying out its operations under this Agreement, the Corporation shall be permitted to buy and sell foreign currency through any bank or agent officially 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 or rates generally available to other firms on the day of the transaction. In determining such rate of exchange account shall be taken of all such exchange premiums, surcharges, 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 shall also not be less favorable than the weighted average of the effective rates of exchange lawfully realized by other enterprises on the exports of minerals from Greece. Such applicable weighted average shall be calculated without any delay and, if necessary on a provisional basis, and its value shall be kept as current as possible, using as weights the latest available trade statistics or, if necessary, provisional estimates for the export value of each class of minerals.

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

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

Article 14.

Other Obligations of the Corporation

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

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

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 triplicate 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 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 phrase 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. Gamma 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 accu-

racy 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 muni-

cialities, 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, a circumstance which also applies to employed persons of Greek nationality. Such non-approval of these permits in accordance with the foregoing shall be made known in due time to the Management of the Corporation in Greece.

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

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

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

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

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

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

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

d) the person of the candidate for the position of trainee selected by the Greek State shall be subject to approval by the Corporation, which may refuse such approval if in the Corporation's opinion this candidate is unsuitable for the carrying out of his assignment. The

Corporation shall also have the right to request the Greek State to recall a trainee already approved by the Corporation, for the same reason, as above. However in both the above mentioned cases, the Greek State shall have the right to immediately nominate a substitute.

Article 18.

Books of the Corporation

The Corporation's books of account and associated records 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 its books of account and issue its 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 through its competent supervisory authorities reserves the right to inspect the operation, installations, books and records of the Corporation's operations in Greece in order to ascertain the expenses related thereto.

Article 20.

Surrender

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

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

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

Article 21.

Fines and Forfeiture

Termination of Agreement by Expiration

Fines

1. As a penalty for the transgression of any of the terms of this Agreement and for the non-compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1,000 to U.S. dollars 5,000 for each transgression, provided, however, that in case of repetition of the same transgression after the Corporation has received written warning from the Greek State, the fine for such repeated transgression may go up to U.S. dollars 10,000 and provided further that in the cases specified 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 noncompliance before the expiration of said period of thirty days and has not continued same without delays and interruptions in order to eliminate the transgression or the non-compliance, or did not have recourse to arbitration under Article 26 within the said period except in the case of a transgression as per sub-item c) of item 1 of this Article. Any such recourse to arbitration shall suspend the effectiveness of the fine for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith, and compliance by the Corporation within this period shall render the imposition of this fine null and void.

Forfeiture

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

- a) Non-compliance with the investment obligations as stipulated in Article 3.
- b) Non-compliance with any of the final awards rendered by the Arbitration Court foreseen in 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 the notification mentioned in items 2 and 5 of this Article.

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

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 casing existing in these wells, shall be turned over to the Greek State by the Corporation free of charge.

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

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

3. However, should the Corporation desire to sell its movable or immovable property and any other rights of any nature located within an exploration area or development concession, with respect to which the Corporation's rights have terminated, the Greek State shall have the preferential right to acquire all or any 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 C & K Petroleum Inc. or by another Corporation controlled by C & K Petroleum Inc., or

c) to one or more limited partnerships formed under the laws of a State in the United States designating C & K Petroleum Inc. 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 of any Greek authority or of any foreign Government and any other unforeseen act or circumstance beyond the control of the Corporation. If by reason of such force majeure the compliance of the Corporation with its obligations or the enjoyment of its rights under this Agreement is delayed, the period of such delay shall be added to the periods fixed in this Agreement for such compliance or such enjoyment.

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

Article 26.

Arbitration

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

2. However, in the case of imposition of the penalty of forfeiture as determined in Article 21, or of controversies concerning differences, disputes or disagreements as regards the interpretation and implementation of the provisions of this Agreement which entail the penalty of forfeiture, as well as generally in cases covered by Articles 3,4,6,12 and 13, the arbitration is carried out in the following manner : The party desiring arbitration shall give the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the arbitrator appointed by it and shall invite the other party to appoint a second arbitrator. Within twenty days from receipt of such notice, the other party shall give the party desiring arbitration written notice naming the arbitrator appointed by it. If the second party fails to act within the above time limit, the second arbitrator is appointed by the President of the International Court of Justice at the Hague on the request of the party desiring arbitration. The 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) 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.

Marketing and Refining

Marketing

1. If at any time throughout the validity of the present Agreement the Corporation desires to acquire the right to sell and distribute in Greece petroleum products produced by it in Greece, the Greek State upon the Corporation's relevant application, shall be obliged to grant to it such right under terms and conditions not less favorable than those granted or to be granted by the Greek State, until the date of application, to any individual or legal entity engaged in petroleum exploration and/or production in Greece.

Refining

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

b) If at any time during the validity of this Agreement the existing domestic refineries as well as domestic refineries that shall come into operation in consequence of agreements between the Greek State and any other Contractor that shall be signed before the discovery by the Corporation of commercially exploitable crude oil, which are supplying products for domestic market consumption are not supplying the total product requirements of the domestic market out of their own refinery capacity, the Greek State shall, provided sufficient indigenous crude therefor can be supplied by the Corporation, in excess of its obligations under Article 12, item 3, give the Corporation a priority right over all other domestic refineries to meet any such excess domestic market requirements either: (1) out of the production of any refinery which the Corporation may previously have constructed for the export of products pursuant to paragraph a) of this item 2, or (2) if no such refinery has been constructed, out of the production of a new refinery which the Greek State shall permit the Corporation to construct both for the purpose of supplying such domestic product requirements and for the purpose of exporting any refinery production in excess of such domestic product requirements.

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

d) In the event the Corporation has the right to construct or utilize a refinery under the provisions of item 2 b) above, the Greek State undertakes to permit such construction or utilization under terms and conditions which shall be mutually agreed upon at the time the right arises, provided, however, that such terms and conditions shall not be less favorable to the Corporation than those accorded to other refineries in Greece with the exception of the Greek State Refinery.

e) The Corporation shall have the right, after it commences furnishing products for domestic consumption from a refinery constructed or an existing refinery utilized under the provisions of item 2 b) above, to give first priority to the capacity requirements of such

refinery out of its indigenous crude production: (1) so long as the products from such refinery are made available to supply the domestic product requirements of the Greek State, and (2) provided that the Corporation continues to carry out to the extent of its ability any obligation it may have under item 3 of Article 12 after giving such priority to the requirements of its own refinery.

f) Nothing in Article 29, item 2 b) or any other provision of this Agreement shall be construed to place any limitation upon the right of the Corporation or its parent companies or any of their affiliated companies to apply for the right to establish or participate in the establishment of a refinery in Greece at any time.

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

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

Article 30.

Guarantee

1. The Corporation is obliged to deliver to the Greek State (Directorate of Mines of the Ministry of Industry) within fifteen days from the signature of this Agreement a letter of guarantee of a recognized Bank in Greece for an amount of U.S. dollars 300,000.- (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 four 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.

If these amounts have not become finally payable two months before the expiration of the Guarantee they may be collected before their finalization by encashment of the Guarantee, unless the concessionaire corporation furnishes a letter of guarantee covering the amount sought.

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 31.

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 32.

Effective Date of Agreement

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

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

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

Article 33.

Communications

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

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

Ministry of Industry
General Directorate of Mines
Athens, Greece

b) for communications of the Greek State to C & K Petroleum Inc. to:

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 34.

Letter of Technical and Financial Assistance

C & K Petroleum Inc. declares that in the event of transfer in accordance with Article 23, item 1, sub-items a), b) and c) herein to a specified entity it shall by means of a separate Letter addressed to the Greek State in accordance with the draft made by the Greek State and the Corporation and initialled by them today, undertake

the obligation, detailed herein, to render in the event that this Agreement be ratified by Law and throughout the period of validity of said Agreement all technical and financial assistance necessary to the attainment of the objectives of the Agreement and to the fulfillment of its obligations arising therefrom towards the Greek State and especially of such as are set out in the above draft Letter.

Article 35.

Protection of Investment Under Legislative Decree 2687/1953

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

Article 36.

Cash Payments to the Greek State

Any claim for cash payments of the Greek State against the Corporation in accordance with the provisions of the present Agreement, as long as there is no provision to the contrary in the present Agreement, is payable within one month from the notice relating thereto from the Greek State to the Corporation. Possible recourse of the Corporation to arbitration within the above month in accordance with the provisions of Article 26 of the present Agreement suspends the obligation to make the payment during the entire duration of the arbitration procedure and during one month from the notification to the Corporation of the final award relating thereto.

Article 37.

Good Execution of Agreement

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

The parties expressly agree that the provisions of this Agreement shall govern the rights and obligations of the parties in carrying through the exploration and exploitation of hydrocarbon deposits in the area of the concession granted hereby 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 38.

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 12 June 1970

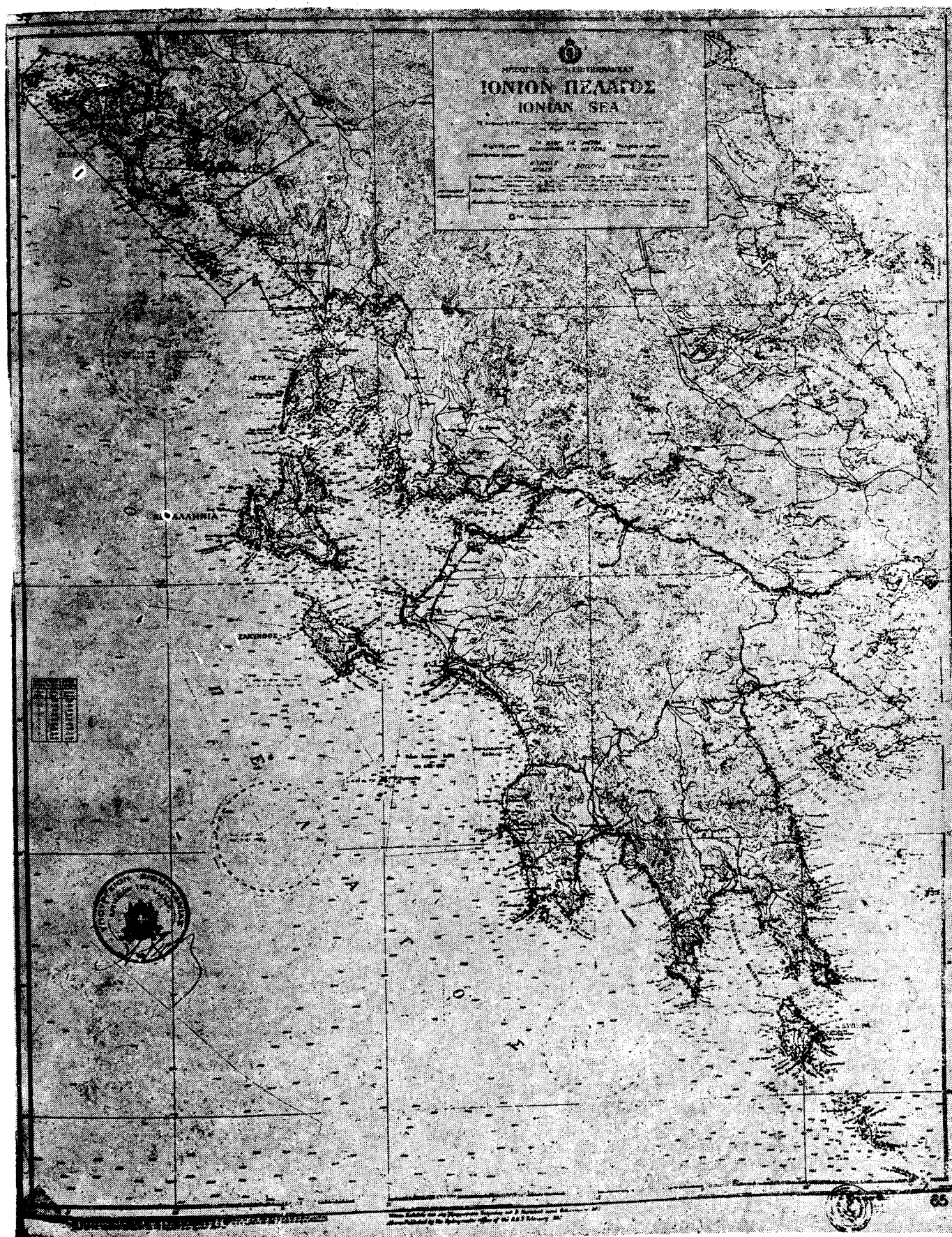
The Contracting Parties

For the Greek State

C. Kypraios
Minister of Industry

For the Corporation

C & K Petroleum Inc.
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 follows:

- a) The cost of goods purchased or services rendered.
- b) Administrative, overhead and establishment expenses, including contributions, patent costs, licensing fees, and research charges.
- c) An allowance for amortization of physical assets (e.g. purchase of drill) of 20 per cent per annum and allowance for amortization of 33 1/3 per cent per annum of expenditures that do not result in the acquisition or creation of physical assets (e.g. expenditures for the drilling of wells, expenditures for geophysical research). Amortization for buildings in big towns is limited to a percentage of 5 per cent per annum and that for pipelines for the transportation of hydrocarbons to 10 per cent per annum. Any more favorable amortization percentages or other taxation incentives in force, or to be imposed or granted in the future, will not be applicable in this case, except if these apply to similar enterprises.
- d) Allowance for expenses on sale of hydrocarbons, including brokerage and selling services expenses.
- e) Losses from damage to or destruction or loss of property used, produced, manufactured, or sold, and not compensated for by insurance or otherwise, including losses arising from bad debts, claims for damages and differences in rates of exchange in converting currencies.
- f) Interest on indebtedness to be limited to two-thirds (2/3) of all interest paid on all amounts of loans and other financing by the parent company or affiliated companies and/or any third parties, with interest rates to be reasonable and in conformity with normal international monetary standard conditions.
- g) Remuneration and rewards for services by others, whether
 1. accrued or paid directly to them, or
 2. accrued or paid to others for their benefit through insurance, pension or other plans.
- h) The remaining unrecovered costs of property disposed of by sale, surrender, abandonment or otherwise, including the unrecovered costs of drilling wells non-productive of hydrocarbons in commercial quantities.
- i) Rents or other payments to others for or in connection with the use of any property belonging to others, such as land, building, machinery, equipment etc. (or in connection with their use) amortizations as foreseen by item 4, of the present Schedule B.
- j) Net losses from operations, as permitted by item 6 of Article 10 of the Agreement.
- k) The Stremmatikos payment provided for in Article 8 of this Agreement, during those periods prior to the first period in which net income is realized by the concessionaire.
- l) Exploration expenses and intangible drilling expenses, (as defined in item 3 of this Schedule) that are elected to be deducted currently, as permitted by item 2 of this Schedule.

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

2. Exploration expenses and intangible drilling expenses both of which terms are defined in item 3 of this Schedule, that are incurred after the Corporation has obtained its first development concession, may be deducted in the business period during which they are incurred, or they may be capitalized and amortized as provided in item 4 of this Schedule. The election to deduct or to capitalize may be made annually by the Corporation for each business period during which they have been incurred.

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

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

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

Athens 12 June 1970

The Contracting Parties

For the Greek State

C. KYPRAIOS
Minister of Industry

For the Corporation

C & K Petroleum Inc.

E. J. ATHENS
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