

ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗΣ 20 ΟΚΤΩΒΡΙΟΥ 1970

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
224

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 593

Περὶ πυρόσεως τῆς ἀπὸ 23 Μαΐου 1970 συμβάσεως μεταξὺ ἡδρευούσης τοῦ Έλληνικοῦ Δημοσίου καὶ ἡδρευούσης τοῦ Βοστώνη—Μασσαχουσέτης τῆς Η.Π.Α. ἐδρευούσης Έταιρείας AN—CAR OIL COMPANY περὶ παραγωγής εἰς τὴν Έταιρείαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐμπεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίας καὶ χερσαίας περιοχὰς Ζαχύνθου—Κυλλήνης καὶ Κεφαλληνίας.

**ΚΩΝΣΤΑΝΤΙΝΟΣ
ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ**

Προτάσει τοῦ Ήμετέρου Υπουργικοῦ Συμβουλίου, ἀπεριόσαμεν καὶ διατάσσομεν.

"Αρθρον 1.

Κυροῦται καὶ ἔχει πλήρη ἴσχυν νόμου ἡ μεταξὺ τοῦ Έλληνικοῦ Δημοσίου καὶ τῆς ἐν Βοστώνη—Μασσαχουσέτης τῶν Η.Π.Α. ἐδρευούσης Έταιρείας ὑπὸ τὴν ἐπωνυμίαν AN-CAR OIL COMPANY, ὑπογραφεῖσα ἐν Ἀθήναις τῇ 23ῃ Μαΐου 1970 σύμβασις, περὶ παραγωρήσεως εἰς τὴν δικαιόματος ἐρεύνης καὶ ἐμπεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίας καὶ χερσαίας περιοχὰς Ζαχύνθου, Κυλλήνης καὶ Κεφαλληνίας, ἡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἔθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτούμενῷ τοῦτη σχεδιαγράμματι ὡς «Πίναξ Α'», ἐξ ἔρθρων 38 καὶ ἐπέρου πίνχκος ὑπὸ τίτλου «Πίναξ Β' Κόστος—Ἐξοδα-Βίζη», ἡς τὸ κείμενον ἐν τε τῇ Ἑλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρατίθεται.

"Πι ισχὺς τοῦ παρόντος διχεταιρεύεται διὰ τῆς δημοσιεύσεός του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

"Ἐν Ἀθήναις τῇ 16 Νοεμβρίου 1970

"Ἐν Οὐδαὶ τοῦ Βασιλέως

**Ο ΑΝΤΙΒΑΣΙΛΕΥΣ
ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ**

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

ΤΑ ΜΕΛΗ

ΝΙΚ. ΜΑΚΑΡΕΖΟΣ, ΑΓΓΕΛ. ΤΣΟΤΚΑΛΑΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΩΝΟΤΑΣ, ΛΟΤΚ. ΠΑΤΡΑΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΓΕΩΡΓ. ΔΟΤΒΑΛΟΝΟΤΑΣ, ΣΗΤΡ. ΖΑΠΠΑΣ, ΙΩΑΝ. ΑΙΓΑΘΑΙΓΕΛΟΤ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΙΩΑΝ. ΠΑΠΑΒΑΛΑΧΟΠΟΤΑΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΠΑΤΑ. ΜΑΝΩΑΠΟΤΑΣ, ΚΩΝΣΤ. ΠΑΠΑΛΗΜΠΡΙΟΥ, ΠΑΠΑΙ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

"Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους φροντίς.

"Ἐν Ἀθήναις τῇ 18 Νοεμβρίου 1970

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΖΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ

ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος 'Αναζητήσεως καὶ 'Εκμεταλλεύσεως 'Υδρογονανθράκων εἰς θαλασσίας καὶ χερσαίας περιοχής Σακούνθου, Κυλλήνης καὶ Κεραληγίας.

Προσέτιον

Δεδομένου ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξὺ ἑκτροσθῶπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς AN-CAR OIL Co σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δεδομένου ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξὺ ἑκτροσθῶπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς AN-CAR OIL Co δι' ὃν ἐτέθησαν οἱ βασικοὶ δροὶ σχεδιαζομένης συμβάσεως βάσει τῶν διατάξεων τοῦ δροθρού 5 τοῦ Νόμου 3948/59 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων κ.λ.π.», καὶ

Δεδομένου ὅτι συνεφωνήθη ὅτι τοιωτὴ ἀπὸ εὐθείας σύμβασις, κυρωθησομένη διὰ Νόμου, θὰ κατηρτίζετο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς AN-CAR OIL Co, καὶ

Δεδομένου ὅτι ἡ AN-CAR OIL Co, διὰ τῆς ἀπὸ 29 Νοεμβρίου 1968 ἐπιστολῆς της, ἐδήλωσεν ὅτι αἱ ἀνωτέρω διαπραγματεύσεις ἐγένοντο ὑπὸ αὐτῆς καὶ διὰ λογαριασμὸν της, καὶ

Δεδομένου ὅτι ἡ AN-CAR OIL Co ἔχει ίδρυθη βάσει τῶν Νόμων τῆς Πολιτείας τοῦ Ντελαγούνερ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς μὲν ἐπίσημον ἐδραν τὴν Βοστώνην τῆς Μασσαχουσέττης τῶν Η.Π.Α.

Διὰ ταῦτα

Μεταξύ :

1) Τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεζῆς «Τὸ Ἑλληνικὸν Δημόσιον», νομίμως ἑκπροσωπούμενον ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας Κανοσταντίνου Κυπραίου, καὶ

2) Τῆς AN-CAR OIL Co, ἀποκαλουμένης ἐν τοῖς ἐφεζῆς «ἡ Ἐταιρεία» ή ἡ «Μισθώτρια», ἀντιπροσωπευομένης ὑπὸ τοῦ Προέδρου αὐτῆς JOHN C. STERGE, ἐνεργοῦντος βάσει εἰδικῆς πράξεως τοῦ Διοικητικοῦ Συμβουλίου αὐτῆς χορηγηθείσης αὐτῷ ὑπὸ τῆς Ἐταιρείας ὑπὸ ἡμερομηνίαν 24-11-1969 φέδε ἐπισυναπομένης ἐν πρωτότυπῳ καὶ ἐπισήμῳ μεταφράσει, κατηρτίσθη ἡ παροῦσα σύμβασις μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω δρους καὶ συμφωνίας :

Ἄρθρον 1.

Ἀρχικαὶ ἕρευνητικαὶ Περιοχαὶ

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἔρευνητικῶν ἔργων καὶ ἔργων ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἐταιρείαν τὴν περιοχὴν ἐκτάσεως περίπου 5.000 τετραγωνικῶν χιλιομέτρων τὴν ἐμφανιζομένην καὶ δριζομένην κατωτέρῳ ώς ἀκολούθως :

Ἡ ἐν λόγῳ περιοχὴ περιλαμβάνει διὰ πολυγωνικῆς γραμμῆς δριζομένης ὑπὸ τῶν κάτωθι σημείων ἐν τῷ χάρτῃ ὅπεριθ. 1800 τοῦ Βρεττανικοῦ Ναυαρχείου ὑπὸ κλίμακα 1 : 699.000 διστις ἀποτελεῖ τὸν πίνακα Α τῆς παρούσης συμβάσεως.

Ἀπὸ σημεῖον Α ἔχον Γεωγραφικὸν πλάτος 38° 32' 00" Β καὶ Γεωγραφικὸν Μῆκος 20° 30' 00". Α εἰς σημεῖον Β ἔχον Γεωγραφικὸν πλάτος 38° 23' 00" Β καὶ Γ Γεωγραφικὸν Μῆκος 20° 16' 00" Α, ἐκεῖθεν εἰς σημεῖον C ἔχον Γεωγραφικὸν πλάτος 38° 07' 00" Β καὶ Γεωγραφικὸν Μῆκος 20° 16' 00" Α, ἐκεῖθεν εἰς σημεῖον D ἔχον Γεωγραφικὸν πλάτος 38° 01' 00" Β καὶ Γεωγραφικὸν Μῆκος 20° 33' 00" Α, ἐκεῖθεν εἰς σημεῖον E ἔχον Γεωγραφικὸν Πλάτος 37° 37' 00" Β καὶ Γεωγραφικὸν Μῆκος 20° 35' 00" Α, ἐκεῖθεν εἰς σημεῖον F ἔχον Γεωγραφικὸν Πλάτος 37° 37' 00" Β καὶ Γεωγραφικὸν Μῆκος 21° 05' 00" Α, ἐκεῖθεν εἰς σημεῖον H ἔχον Γεωγραφικὸν Πλάτος 37° 42' 30" Β καὶ Γεωγραφικὸν Μῆκος 21° 05' 00" Α,

ἐκεῖθεν εἰς σημεῖον I ἔχον Γεωγραφικὸν Πλάτος 37° 42' 30" Β καὶ Γεωγραφικὸν Μῆκος 21° 21' 00" Α, ἐκεῖθεν εἰς σημεῖον K ἔχον Γεωγραφικὸν Πλάτος 37° 59' 30" Β καὶ Γεωγραφικὸν Μῆκος 21° 21' 00" Α, ἐκεῖθεν εἰς σημεῖον L ἔχον Γεωγραφικὸν Πλάτος 38° 31' 30" Β καὶ Γεωγραφικὸν Μῆκος 20° 44' 00" Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον A ἔχον Γεωγραφικὸν Πλάτος 38° 32' 00" Β καὶ Γεωγραφικὸν Μῆκος 20° 30' 00" Α.

Ἐντὸς τῆς ὧς ἀνω περιοχῆς ἐκτὸς τοῦ ὑποθαλασσίου χώρου περιλαμβάνονται αἱ νῆσοι Κεφαλληνία, Ζάκυνθος, Ἰθάκη τημάτα τῆς Πελοποννήσου ὧς καὶ πᾶσα ἄλλη νῆσος εὑρισκομένη ἐντὸς τῆς ὧς ἀνω περιμέτρου.

Ἐξαιροῦνται τῆς παρούσης συμβάσεως οἱ κάτωθι χῶροι Α, Β, Γ, Δ οἱ εὑρισκόμενοι ἐντὸς τῆς ὧς ἀνω περιμέτρου προσδιοριζόμενοι διὰ Γεωγραφικῶν συν/νων τῶν κορυφῶν τῆς πολυγωνικῆς γραμμῆς ὧς κάτωθι :

ΧΩΡΟΣ Α'. (παρὰ τὴν Κυλλήνην).

Ἀπὸ σημεῖον I ἔχον Γεωγραφικὸν Πλάτος 37° 55' 15" Β καὶ Γεωγραφικὸν Μῆκος 21° 09' 59" Α εἰς σημεῖον 2 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 38" Β καὶ Γεωγραφικὸν Μῆκος 21° 10' 04" Α, ἐκεῖθεν εἰς σημεῖον 3 ἔχον Γεωγραφικὸν πλάτος 37° 55' 30" Β καὶ Γεωγραφικὸν Μῆκος 21° 10' 36" Α, ἐκεῖθεν εἰς σημεῖον 4 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 08" Β καὶ Γεωγραφικὸν Μῆκος 21° 10' 27" Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον I ἔχον Γεωγραφικὸν Πλάτος 37° 55' 15" Β καὶ Γεωγραφικὸν Μῆκος 21° 10' 27" Α.

ΧΩΡΟΣ Β' (παρὰ τὴν Ἀνδραβίδαν).

Ἀπὸ σημεῖον 5 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 08" Β καὶ Γεωγραφικὸν Μῆκος 21° 16' 16" Α εἰς σημεῖον 6 ἔχον Γεωγραφικὸν Πλάτος 37° 56' 35" Β καὶ Γεωγραφικὸν Μῆκος 21° 16' 40" Α, ἐκεῖθεν εἰς σημεῖον 7 ἔχον Γεωγραφικὸν Πλάτος 37° 56' 41" Β καὶ Γεωγραφικὸν Μῆκος 21° 17' 22" Α, ἐκεῖθεν εἰς σημεῖον 8 ἔχον Γεωγραφικὸν Πλάτος 37° 56' 26" Β καὶ Γεωγραφικὸν Μῆκος 21° 18' 00" Α, ἐκεῖθεν εἰς σημεῖον 9 ἔχον Γεωγραφικὸν Πλάτος 37° 54' 55" Β καὶ Γεωγραφικὸν Μῆκος 21° 18' 30" Α. Ἐκεῖθεν εἰς σημεῖον 10 ἔχον Γεωγραφικὸν Πλάτος 37° 54' 14" Β καὶ Γεωγραφικὸν Μῆκος 21° 18' 02" Α, ἐκεῖθεν εἰς σημεῖον Π ἔχον Γεωγραφικὸν Πλάτος 37° 54' 00" καὶ Γεωγραφικὸν Μῆκος 21° 17' 25" Α ἐκεῖθεν εἰς σημεῖον 12 ἔχον Γεωγραφικὸν Πλάτος 37° 54' 36" Β καὶ Γεωγραφικὸν Μῆκος 21° 16' 43" Α, καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον 5 ἔχον Γεωγραφικὸν Πλάτος 37° 56' 08" Β καὶ Γεωγραφικὸν Μῆκος 21° 16' 16" Α.

ΧΩΡΟΣ Γ' (παρὰ τὴν Ἀνδραβίδαν).

Ἀπὸ σημεῖον 13 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 45" Β καὶ Γεωγραφικὸν Μῆκος 21° 19' 01" Α εἰς σημεῖον 14 ἔχον Γεωγραφικὸν Πλάτος 37° 56' 00" Β καὶ Γεωγραφικὸν Μῆκος 21° 19' 56" Α, ἐκεῖθεν εἰς σημεῖον 15 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 28" Β καὶ Γεωγραφικὸν Μῆκος 21° 20' 16" Α, ἐκεῖθεν εἰς σημεῖον 16 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 01" Β καὶ Γεωγραφικὸν Μῆκος 21° 19' 54" Α, ἐκεῖθεν εἰς σημεῖον 17 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 05" Β καὶ Γεωγραφικὸν Μῆκος 21° 19' 16" Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον 18 ἔχον Γεωγραφικὸν Πλάτος 37° 55' 45" Β καὶ Γεωγραφικὸν Μῆκος 21° 19' 01" Α.

ΧΩΡΟΣ Δ' (παρὰ τὰ Βαλσαμάτα Κεφαλληνίας)

Ἀπὸ σημεῖον 18 ἔχον Γεωγραφικὸν Πλάτος 38° 00' 56" Β καὶ Γεωγραφικὸν Μῆκος 20° 36' 41" Α εἰς σημεῖον 19 ἔχον Γεωγραφικὸν Πλάτος 38° 00' 26" Β καὶ Γεωγραφικὸν Μῆκος 20° 37' 06" Α ἐκεῖθεν εἰς σημεῖον 20, ἔχον Γεωγραφικὸν Πλάτος 38° 00' 18" Β καὶ Γεωγραφικὸν Μῆκος 20° 37' 28" Α ἐκεῖθεν εἰς σημεῖον 21 γραφικὸν Μῆκος 20° 37' 28" Α

έχον Γεωγραφικὸν Πλάτος $38^{\circ} 09' 43''$ καὶ Γεωγραφικὸν Μῆκος $20^{\circ} 37' 03''$ καὶ ἔκειθεν εἰς ἀρχικὸν σημεῖον 18 ἔχον Γεωγραφικὸν Πλάτος $38^{\circ} 09' 56''$ Β καὶ Γεωγραφικὸν Μῆκος $20^{\circ} 36' 41''$ Α.

Τὸ γεωγραφικὸν μῆκος νοεῖται ἀνατολικὸν μετρούμενον ἀπὸ Γκρήνουντς, τὸ δὲ γεωγραφικὸν πλάτος Βόρειον μετρούμενον ἀπὸ τοῦ Ισημερινοῦ.

‘Η δὲ ἄνω περιγραφούμενὴ ἀρχικὴ πρὸς ἔρευναν περιοχὴ, ἐμφαίνεται δι’ ἐρυθρᾶς γραμμῆς ἐν χάρτῃ τοῦ Βρεταννικοῦ Νησικοῦ Νο 1800 (εἰς πλάτος $37^{\circ} 40'$ Β) ὑπὸ κλίμακα 1 : 699.000, ἐπισυναπτομένῳ τῇ παρούσῃ συμβάσει, ὡς «Πλήξ Α», ὑπογραφούμενον παρ’ ἀμφοτέρων τῶν συμβαλλομένων μερῶν καὶ ἀποτελοῦντος ἀναπόσπαστον μέρος αὐτῆς.

“Αρθρον 2.

Δικαίωμα Ἀνανεώσεως καὶ Περιορισμοῦ τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. ‘Η ἀρχικὴ ἔκτασις δίδεται εἰς τὴν Ἐταιρείαν διὰ περίσσου τριῶν ἑτῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως.

2. ‘Ἐνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ τρίτου ἕτους, ἡ Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τρίτου ἕτους. Οἱ ἐπιστρεφόμενοι οὖτα χώροι θὰ ἔχουν ἔκτασιν ἵσην πρὸς τὰ 25 % τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.’

3. ‘Ἐφ’ ὅσον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν τριετίαν ὡς ἐν ἀρθρῷ 3 καὶ 4 τῆς παρούσης συμβάσεως δρίζεται καὶ προέβη εἰς τὰς ὑπὸ στοιχείον 2 ἀνωτέρω ὑποχρεώσεις τῆς ἐπιστροφῆς, ὁ εἰς τὴν Ἐταιρείαν παραμένων χῶρος κρατεῖται παρ’ αὐτῆς κατὰ πλῆρες δικαίωμα δι’ ἑτέραν περίοδον ἐνὸς ἕτους (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 3ου ἕτους μέχρι τῆς λήξεως τοῦ 4ου ἕτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

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

Αἱ περιοχαὶ αἵτινες θὰ ἐπιστρέφωνται διὰ ἄνω πρὸ τοῦ τέλους τῆς ἀρχικῆς περιοχῆς.

5. ‘Ἐφ’ ὅσον ἡ Ἐταιρεία ἔχει πλήρωσει τὰς εἰς ποσὸν ἐπενδύσεις καὶ ἐργασίων ὑποχρεώσεις τῆς κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (3ον μέχρι λήξεως 4ου ἕτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως), ὡς καθορίζονται μέτωπον ἐν ἀρθρῷ 3 καὶ 4 τῆς παρούσης καὶ ἐφ’ ὅσον ἐπραγματοποίησε τὰς ἐπιστροφὰς χώρων ὡς καθορίζονται αὗται ἀπὸ στοιχείον 4, οἱ ὑπολειπόμενοι εἰς χεῖρας τῆς Ἐταιρείας λόγοι θὰ παρακρατῶνται παρ’ αὐτῆς αὐτοδικαίως δι’ ἑτέραν περίοδον ἐνὸς ἕτους (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 4ου μέχρι λήξεως τοῦ 5ου ἕτους, ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

6. ‘Ἐάν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάντικες εἰς ποσότητας ἔξασφαλιζούσας εἰς τὴν Ἐταιρείαν ἀνανεώσεως συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθη διὰ ἐκ τούτου παρὰ τῆς Ἐταιρείας ἀναγκαῖης παραχωρητηρίου, συμφώνως τῷ ἀρθρῷ 5 παρ. 1 τοῦ τῆς παρόδου τοῦ πέμπτου ἕτους, πᾶς χώρος κατεχόμενος παρὰ τῆς Ἐταιρείας κατὰ τὸν χρόνον ἔκεινον βάσει τῆς ἀναγκαῖης συμβάσεως θὰ ἐπιστρέψεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παρούσα συμφωνία θὰ θεωρήται λήξασα.

7. ‘Ἐάν καθ’ οἰωνδήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε καὶ τέλος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία ἀναγκαῖην περιοχῶν εἰς ποσότητας ἔξασφαλιζούσας, κατὰ τὴν γερμανήσεις εἰς ταύτην ἐκμεταλλεύσεως καὶ αὔτη ἐπιλέξῃ ταῦτα 1 καὶ 2 δριζόμενα, τότε: (1) ἐάν μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἕτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης τῆς Ἐταιρείας (τέλος τῆς δευτέρας ἀνανεώσεις περιόδου) ἡ Ἐταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον

τὰς περιοχὰς τὰς διποίας ἐπέλεξεν νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἕτους.

Αἱ περιοχαὶ αἱ διποία θὰ ἐπιστραφοῦν θὰ εἰναι 25 % τούλαχιστον τῆς ἀρχικῆς περιοχῆς. (2) Ἡ Ἐταιρεία θὰ δικαιούται μετὰ τὸ πέρας τοῦ πέμπτου ἕτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως νὰ διατηρῇ καθ’ ὅλην τὴν διάρκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως, πρὸς ἐκμετάλλευσιν ἀπάντας τὰς ἐρευνητικὰς περιοχὰς διεσήκει ἡ Ἐταιρεία μετὰ τὰς ὡς ἄνω πρὸ τοῦ πέμπτου ἕτους περιοχῆς περιοχής. ‘Ως ἐκ τούτου εἰς ἦν περίπτωσιν ἀνευρέθησαν ὑδρογονάντικας καὶ ἐπελέγησαν παραχωρήσεις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὑπὸ τοὺς προβλεπούμενους ἐν ἀρχῇ τῆς παρούσης παραχωρήσεως δρούσι, τὸ σύγολον τῶν ἐρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης παραχωρήσεως. 7. Θὰ ισοῦται πρὸς τὰ 25 % τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου μετὸν τῶν τυχόν ἐπιστραφέντων πρὸ τῆς παρούσης συμβάσεως τῶν 5 ἑτῶν ἐκουσίων χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ μεῖν τῶν περιοχῶν διὰ τὰς διποίας ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἕτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. ‘Η ἐπιλογὴ τῶν ἐπιστρεφούμενων χώρων κατὰ τὰς παρ. 2, 4 καὶ 7 διὰ ἄνω πρὸ τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου μετὸν τῶν τυχόν ἐπιστραφέντων πρὸ τῆς παρούσης συμβάσεως τῶν 5 ἑτῶν ἐκουσίων χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ μεῖν τῶν περιοχῶν διὰ τὰς διποίας ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἕτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

‘Οσάκις ἡ Ἐταιρεία ἐπιλέγει τοὺς ἐπιστρεφούμενους χώρους θὰ ὑποβάλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1:10.000 ἐμφαίνοντα τὰς ἐπιστρεφούμενας καὶ παρακρατουμένας περιοχάς.

Τὰ δρια, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου ἐπιστρεφούμενων καὶ παρακρατουμένων χώρων, ὡς ἐπίσης καὶ τῶν παραχωρουμένων πρὸς ἔρευναν ἐκτάσεων θὰ προσδιορίζωνται διὰ γεωγραφικῶν συντεταγμένων.

“Αρθρον 3.

‘Ποχυρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία ὑποχρεούται νὰ ἐπενδύσῃ τὰς ἀκόλουθα ποσὰ πρὸς ἐνέργειαν ἐρευνητικῶν ἐργασιῶν καὶ κατὰ τοὺς δρούς τῆς παρούσης συμβάσεως καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα:

1οῦ ἕτους:

Θαλασσία ἡ χερσαία σεισμικὴ ἔρευνα ἐπὶ πλέον δὲ πᾶσαν ἐτέρων γεωλογικὴν καὶ γεωφυσικὴν ἐργασίαν πρὸς διαπίστωσιν τεκτονικῶν ἀνωμαλιῶν. Εἰς περίπτωσιν καθ’ ἣν αἱ διερευνήσεις κατὰ τὸ διάστημα τοῦ πρώτου ἕτους, ηθελον δόδηγήσει εἰς τὴν διαιμόρφωσιν γνώμης ὑπὸ τῆς Ἐταιρείας διενέργεια γεωτρήσεως ἐρευνητικῶς εἰς ἐλάχιστον βάθος μ. 2.600 αὐτη (ἡ Ἐταιρεία) Οὐδὲ ἔχῃ τὸ δικαίωμα τῆς ἐνάρξεως τῆς τοιαύτης γεωτρήσεως καὶ καθ’ οἰονδήποτε χρόνον μετὰ τὸν ἔκτον μῆνα ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ἀλλὰ ὑπωδήποτε οὐχὶ πέραν τοῦ 24ου μηνὸς, ὑπὸ τὸν δροῦν δὲ τοῦ μέγρου τὸν 24ον μηνα θὰ ἔχῃ ὑλοκλήρου τῆς ἡ σεισμικὴ ἔρευνα ὑλοκλήρου τῆς παραχωρουμένης περιοχῆς 250.000

2οῦ ἕτους:

Θαλασσία ἡ χερσαία σεισμικὴ ἔρευνα ἐπὶ πλέον δὲ πάντα ἀλλον τύπον γεωλογικῆς, γεωφυσικῆς, μηχανικῆς καὶ πάσης ἀλλης συν-

φοῦς ἐργασίας πρὸς καθορισμὸν
θέσεως γεωτρήσεως καὶ περιεπέρα
ἐνδεχομένης γεωτρήσεως \$ 250.000

3ου ἔτους :

Συμπλήρωσις τῆς πρώτης ἐρευ-
νητικῆς γεωτρήσεως ἐλαχίστου
βάθους 2.600 μ. συμφώνως τῷ
ἀρθρῷ 4 τοῦ παρόντος \$ 1.333.333

4ου ἔτους :

Ἐρευνητικὴ γεωτρήσεως ἐλαχίστου
βάθους 2.600 μ. συμφώνως τῷ
ἀρθρῷ 4 τοῦ παρόντος \$ 1.333.333

5ου ἔτους :

Ἐρευνητικὴ γεωτρήσεως ἐλαχίστου
βάθους 2.600 μ. συμφώνως τῷ
ἀρθρῷ 4 τοῦ παρόντος \$ 1.333.334

"Ἡτοι ἐν συνόλῳ Δολλ. Η.Π.Α. \$ 4.500.000

"Ἔπειτα τὴν προϋπόθεσιν τῆς καταθέσεως τῆς ὑπὸ τοῦ ἀρθρου 30 τῆς παρούσης συμβάσεως δριζομένης ἐγγυήσεως ἡ Ἐ-
ταιρεία, ἐφ' ὅσον τὸ ἐπιθυμεῖ, δύναται ἀπὸ τῆς ὑπογραφῆς
ταύτης (τῆς συμβάσεως) καὶ πρὸ τῆς κυρώσεώς της διὰ
Νόμου νὰ ποιήσῃ ταῦτα ἐναρξῖν τῶν ἐρευνητικῶν ἐργασιῶν,
τῶν δριζομένων ὑπὸ τῆς παρούσης παραγράφου καὶ ἀναφε-
ρομένων εἰς τὰς ὑποχρεώσεις αὐτῆς τοῦ πρώτου ἔτους. Ἐν
τῇ περιπτώσει ταύτη τὰ ἐπενδύμενα ποσὰ φέρονται εἰς
πίστωσιν τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ πρώτου ἔτους.

"Ἐὰν ἐξ οἰουδήποτε λόγου δὲν ἥθελε κυρωθῆναι ὑπὸ τῆς
Νομοθετικῆς Ἐξουσίας ἡ παρούσα σύμβασις ἡ δὲν ἥθελε
δημοσιευθῆ διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως ἡ, κατὰ
τὴν κύρωσιν ταύτης, ἥθελον ἐπέλθη τροποποιήσεις δρῶν
ἔνεκα τῶν δοποίων ἡ Ἐταιρεία θὰ ἐδίκαιαιοῦτο ν' ἀποστῇ
ὅλοσχερῶς ἐκ τῆς ἐν λόγῳ συμβάσεως, κατὰ τὸ ἀρθρον 32
αὐτῆς, τὸ Ἑλληνικὸν Δημόσιον οὐδεμίαν ὑποχρέωσιν ἀνα-
λαμβάνει καὶ οὐδεμίαν εὐθύνην φέρει πρὸς ἀπόδοσιν τῶν,
κατ' ἐφαρμογὴν τῆς παρούσης παραγράφου ἐπενδύθησομέ-
νων ποσῶν.

2. Ἐὰν ἡ Ἐταιρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ
τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἀρθρῷ 2ῳ παρ. 7 ἐκτί-
θεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς
ἐρευνητικὰς ἐργασίας, εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργα-
σίας οὓς παρακρατεῖ μετὰ τὸ πέρας τοῦ πέμπτου ἔτους ἀπὸ
τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως.

Κατὰ τετρ. χιλ/τρον

α) Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἔτῶν μετὰ τὸ 5ον ἔτος, Δολλ. Η.Π.Α.	900
β) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν Δολλ. Η.Π.Α.	1.500
γ) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν Δολλ. Η.Π.Α.	2.250
δ) Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν (ἥτοι μετὰ τὸ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως) Δολλ. Η.Π.Α.	3.000.

3. α) Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς Ἐταιρείας κατὰ τὰς
ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως βάσει τῆς
παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τριετή περίοδον
καὶ τῶν ἐπομένων ἀναφερομένων, ὡς ἀναφέρονται αὐταὶ
ἐν τῷ παρόντι ἀρθρῷ παρ. 1 ἐπὶ πλέον τῶν ὑποχρεώσεων τῆς
δι' ἐπενδύσιν δι' ἔκαστον τῶν ἐτῶν τούτων, θὰ πιστοῦται
ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπομένου ἀναφε-
ρομένου ἔτους ἡ ἐτῶν.

Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς Ἐταιρείας κατὰ τὰς
ἐρευνητικὰς τῆς ἐργασίας βάσει τῆς παρούσης συμβάσεως
καὶ καθ' οἰανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομέ-
νων εἰς τὴν παρ. 2 τοῦ παρόντος, ὑπερβαίνον τὰς ρητῶς
κατονομαζομένας ἐπενδύσεις, διὰ τὴν περίοδον ταύτην θὰ
πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας
τῆς ἐπομένης ἡ τῶν ἐπομένων τριετῶν περιόδων.

β) Ἐὰν ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος
ἔνδος ἔτους ἡ μᾶλις τῶν περιόδων τοῦ παρόντος ἀρθρου διὰ
τὰς ἐρευνητικὰς ἐργασίας της, καὶ, εἰς τὴν περίπτωσιν τῶν
ἐργασιῶν ἐκμεταλλεύσεως, συμφώνως πρὸς τὴν παρούσην
σύμβασιν, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, εἰς ἡ
θὰ περιλαμβάνονται καὶ ἀπασαὶ αἱ πιστώσεις ὡς ὑπὸ (α)
ἀνωτέρω, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάῃ τοὺς
μετοχῆς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε δικαιο-
φορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦ
εἰς τὸ τέλος ἡ τὴν περίοδον ταύτην καὶ τοῦ πράγματος
ἐπενδύσεως κατὰ τὸ ἕδιον ἔτος ἡ περίοδον ποσοῦ. Αἱ κατα-
βολαὶ αὗται θὰ ἔνεργονται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν
ἀπὸ τοῦ τέλους τῆς ἀντιστοιχοῦ περιόδου καὶ αἱ καταβολαὶ
αὗται θὰ θεωρῶνται διὰ ἀποτελοῦν πλήρη συμφόρωσιν
τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν
ἀντιστοιχοῦ χρονικήν περίοδον.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερό-
μενα εἰς τὸ παρόν ἀρθρον θὰ περιλαμβάνουν πᾶσαν διπλή-
νην πραγματοποιουμένην παρὰ τῆς Ἐταιρείας, εἴτε ἐντὸς
εἰτε καὶ ἔκτος τῆς Ἑλλάδος, οἰασθήποτε φύσεως, κατα-
βληθεῖσαν ἡ ὄφειλομένην παρὰ τῆς Ἐταιρείας κατὰ καὶ
διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς, βάσει τῆς παρούσης
συμβάσεως, περιλαμβανομένων ἐνδεικτικῶν τῶν διπλῶν
ἀργανήσεως, τῶν ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων,
ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἡ
μισθώσεως μηχανημάτων καὶ ἔφοδίων συμπεριλαμβανο-
μένων καὶ τῶν ἀνταλλακτικῶν των, καὶ διλικῶν καὶ πρωτη-
θειῶν (ἔξαιρεσι τῶν ὑπὸ τὸν ὄποι τὸν τούτοις διὰ τῶν ἐξ-
γανήσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν ἐν τῷ ἐν-
τερικῷ καὶ ἐν Ἑλλάδι γενικῶν ἐξόδων, δὲν θὰ ἐπιτρέπεται
νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ
παρόντος ἀρθρου, ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑπο-
χρεώσεων ἐπενδύσεως τῆς Ἐταιρείας τῶν ἀναφερομένων
ἐν παρ. 1 τοῦ παρόντος ἀρθρου διὰ τὰς ἀντιστοιχούς πε-
ριόδους.

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

Διαπάντας ὄργανωσεως θὰ θεωρῶνται, ἀπασαὶ αἱ διπλῆις
αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς Ἐ-
ταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς
παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

"Ἐξοδα διοικήσεως θὰ θεωρῶνται ἀπασαὶ αἱ διπάντα τῶν
γραφείων, τῆς Ἐταιρείας ἐν Βοστώνῃ ὡς καὶ διπάντα
χρεούμεναι ἡ ἐνεργηθεῖσαι παρὰ τῆς Ἐταιρείας καὶ ἡ ἐν-
έλεγχομένων ἡ συγγενῶν Ἐταιρειῶν τῆς μητρός Ἐταιρείας,
διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλὰς καὶ
διαχειριστικὴν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς
παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται διὰ περιλαμβάνουν:

1. Τὸ μίσθωμα τῶν Διοικητικῶν καὶ Διαχειριστικῶν Γρ-
φείων ἐν Ἑλλάδι ὡς καὶ ἀπάσας τὰς διπάντας τὰς δι-
φερομένας εἰς τὴν συντήρησιν τῶν γραφείων τούτων ὡς πρ-
φωτισμός, θέρμανσις, τηλέφωνα κλπ.

2. Τὴν ἀγορὰν ἐπίπλων καὶ ἔφοδίων τῶν γραφείων τούτων
καὶ πᾶσαν διπάνην σχετιζόμενην πρὸς τὴν ἐγκατάστασιν
τούτων.

3. Τὴν ἀγοράν, συντήρησιν καὶ ἔξοδα λειτουργίκες ἐπ-
τούτων αὐτοκινήτων ἐν Ἑλλάδι, πρὸς χρῆσιν τοῦ Γενικοῦ
Διευθυντοῦ καὶ Διοικητικοῦ προσωπικοῦ.

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

5. Τὰς διπάνας τὰς ἀναφερομένας εἰς τὰξίδια ἔχωντας
κού δι' ἐργασίας τοῦ προσωπικοῦ Διευθύνσεως καὶ Διοική-
σεως.

6. Τὰς διπάνας παραστάσεως ὀλοκλήρου τοῦ ἐν Ἑλλάδι
προσωπικοῦ.

γ) Ἐὰν ἡ Ἐταιρεία εἰς οἰανδήποτε στιγμὴν ἀναφέ-
ρεται τοῖς RIGS πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων
γεωτρήσεων ἐρεύνης (φρεάτων) καὶ ἐκμεταλλεύσεως, κατὰ
τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φύγουν
εἰς βάθος ὡς δριζέται ἐν ἀρθρῷ 4 παραγραφος 5, ἡ Ἐταιρεία
θὰ δικαιοῦται νὰ πιστώνῃ τὸν λογαριασμὸν ὑποχρεωτικῶν

έπειδη σεων του παρόντος ζεύχους, διά ποσού μή υπερβαίνοντος τα 20% της τιμής άγορας (περιλαμβανούσης και τάξις δικάνιας μεταφορᾶς εἰς 'Ελλάδα') έφ' ούσον τὸ ποσὸν τοῦτο δέν υπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιούντος τύπου γεωτρυπάνου, δι' ἔκαστον ἡμερολογιακὸν ἔτοις ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' θ ἐχρησιμοποιήθη τὸ πρῶτον ἐν 'Ελλάδι τὸ ἀγοραϊσθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Έάν ἀντιθέτως αἱ ἔργα σίκι γεωτρήσεως προχρηματοποιοῦνται δι’ ἐργολάβου ή διὰ γεωτρυπάνου ἐκμισθωθέντος τῇ Ἐπαιρείᾳ ὑπὸ μετ’ αὐτῆς συνεργαζομένου ή τρίτου, τότε ὄλοκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ή ὄλοκληρον τὸ μίσθωμα θά πιστοῦται ἔναντι τῶν πορχερώσεων ἐπενδύσεως τοῦ παρόντος ἀρθρου, δισκίαις γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ή τοὺς τρίτους.

"Αρθρον 4.

·Υποχρεώσεις ἐργασίας·" Ερευναι.

1. Ή Εταιρεία ύπουλος εονται νά ποιήσηται ἐναρξιν γεω-
λογικῶν ἢ γεωφυσικῶν ἔργασιν ἐπὶ τοῦ ἔρευνητικοῦ τῆς
χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομη-
νίαν ἰσχύος τῆς παρούσης συμβάσεως, διπάς δὲ πρὸς ἔρευναν
χώρος θά πρέπει νά ἔχῃ λεπτομερῶς ἔρευνηθῇ γεωλογικῶς
ἢ και γεωφυσικῶς κατά τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἰσχύος
τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπόν, ὅπως δυνηθῇ ἢ
Ἐταιρεία νά καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας
διὰ τὴν γεώτρησιν φρεάτων ἔρευνης.

2. Μία βαθεία ἐρευνητική γεώτροπος θα ἀρχίσῃ ἐντὸς τῶν πρώτων 24 μῆνῶν, ἀπὸ τῆς ἐνάρκειας ἵσχυος τῆς παρούσης συμβάσεως ήτις θα περαιωθῇ ἐντὸς τοῦ τρίτου ἔτους.

3. Κατά τὴν περίοδον ἀπὸ τέλους τοῦ τρίτου καὶ μέχρι τοῦ τέλους τοῦ 4ου ἔτους θὰ ἐκτελεσθῇ τούλαχιστον ἑτέρα μία βαθεῖα ἁρμονική γεώτοργος.

4. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ 4ου καὶ μέχρι,
τοῦ τέλους τοῦ 5ου ἔτους θά εἴκετελεσθῇ εἰσέτι μία τού-
λαιριστον βαθεῖα ἁρέωνυπηκή γεωτοήσις.

5. Αἱ προαναφερθεῖσαι ἔρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνων γεωτρητικῆς ἴκανότητος 4.000 τούλαχιστον μέτρων ἐκτὸς ἐάν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν δὲι οἱ γεωλογικοὶ σχηματισμοὶ οἱ δόποι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἴκανότητος.

6. Ἡ τοποθεσία τῶν ὁς ἅνω ἐρευνητικῶν φρεάτων θὰ
ἐπλεγχεῖ παρόλος τῆς Επικοινωνίας κατά τὴν κοίσιν της.

7. Έάν συμπληρωθούν ἔρευνηταικαὶ ἐργασίαι φρεάτων πέρικοι τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἓν. ἔτος, θὰ πιστούνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους ή τῶν ἐποιέντων ἔτην.

8. Ως βαθεία γεώτρησις νοεῖται γεώτρησις βάθους οὐχί
λίγων τερπονέων τῶν 2.600 μέτρων μετρουμένου ἀπὸ τοῦ σημείου
τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου νοούμενων ἐν
τούτοις πόδις τὸν σκοπὸν τῆς ἔφαρμοσηῆς τοῦ παρόντος ἄρθρου,
ἥς βαθέων ἐρευνητικῶν γεωτρήσεων καὶ τῶν ὀχιλούθων
γεωτρήσεων :

α) Οιαδήποτε γεώτρησις καθ' ήν ἀνεκαλύφθησαν υδρογείνανθικες εἰς βάθος μικρότερον τῶν 2.600 μ. εἰς πεσότητας κι ὑποαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἔξασφαλίζουν οι γεωμετρικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν διτὶ ή Ἐταιρεία προέβη εἰς τὰς ἐν ζήθρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γεωτροποιήσεις βάσει τῶν λόγων ἀνταγωνίψεως.

3) Οιαδήποτε γεωτρησίς καθ' ἥν τὸ γρανιτικὸν ἡ κρυ-
σταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰονδήποτε βάθος
μεταξὺ 750 καὶ 2.600 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλί-
κον ἡ γρανιτικὸν ὑπόβαθρον συνηγνηθῇ εἰς οἰονδήποτε βάθος
ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἡ τοιαύτῃ γεωτρησίς
δεν θά θεωρῆται βαθεῖα γεωτρησίς καὶ ἐν τοιαύτῃ περιπτώ-
σει ἡ Ἐπιχείρια θὰ ὑποχρεούται εἰς ἀνόρυξιν συμπληρωμα-
τικοῦ γράπτου, εἰς βάθος 2.600 μ. ἀλλως μέχρις ἀνακαλύ-
ψεως ὑδρογονανθράκων ὡς ὑπὸ (α) ἀνωτέρω προβλέπεται
ἢ μέτριη συγχυτήσεως τοῦ κρυσταλλικοῦ ἡ γρανιτικοῦ τούτου

ὑποβάθρου εἰς οἰονδήποτε βάθος ἢ μέχρις ὅτου συντρέξουν
αἱ κατωτέρω ὑπὸ στοιχείον (γ) προβλεπόμενη προύποθέ-
σεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἥθελε προ-
κύψει ἐνωρίτερον.

γ) Οιαδήποτε γεώτρησις διὰ τὴν ὄποιαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνεῖ ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη θίβελεν προκύψει πρὸν ἡ ἡ γεώτρησις φύλασσῃ τὸ βάθος τῶν 750 μέτρων τότε ἡ γεώτρησις αὐτὴ δὲν θὰ θεωρήται βαθεῖα γεώτρησις καὶ ἡ Ἐταιρεία θὰ ὑποχρεουται εἰς ἀνδριξὸν ἐπέρου φρεάτως εἰς βάθος 2.600 μέτρων, ἀλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχείου (α) ὡς ἔνω διέζεται ἡ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἡ κρυσταλλικοῦ ὑποβάθρου, εἰς οἰονδήποτε βάθος τούτου, ἡ μέχρις ὅτου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησις δὲν δικαιολογεῖται εἰς τὸ φρέάτῳ τοῦτο οἰονδήποτε τῶν τριῶν τούτων γεγονότων θίβελε προκύψει ἐνώριτερον.

Εἰς τὰς περιπτώσεις δί' ἁς τὰ στοιχεῖα (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέσκτος προστιθέμενον εἰς τὰ μέτρα γεωτρήσεων τοῦ συμπληρωματικοῦ φρέστος δὲν θὰ εἴναι ἔλλασσον τῶν 2.600 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἓν τῇ προσηγγραμένῃ φράσει προϋπόθεσιν ἐντὸς τῶν καθιωτισμένων χρονικῶν ὅριών, ἡ Ἐπαιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν Δολλαρίων Η.Π.Α. 350, δι' ἕκαστον μέτρου, καθ' ὃ ὑπολείπεται τὸ ἄθρισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέσκτος, τοῦ ποσοῦ τῶν 2.600 μέτρων. Ἐπὶ τῇ καταβολῇ τῶν ὡς ἔω τους, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις ἐν τῷ συνήλωτων λαμβανόμεναι θὰ θεωρῶνται ως μία βαθεῖα γεώτρησις κατὰ τοὺς δρους τοῦ παρόντος ἄθρου.

9. Ἐάν ή Ἐταιρεία ἐπιθυμῇ νὰ διακάψῃ τὴν γεωτρησιν
οἰουδήποτε ἔρευνητικοῦ φρέατος εἰς οὐνδήποτε βάθος καὶ
χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονάνθρεκκις καὶ ν
ἐγκαταλείψῃ τὸ φρέατο τοῦτο, ή Ἐταιρεία θὰ δικαιιᾶται ν
πράξῃ τοῦτο κατὰ τὴν ἐλευθέρων τῆς κοίσιν, ὅποι τὴν πρώ
ποθεσιν τῆς ἀντικαταστάσεως δί’ ἔτερους βαθείας γεωτρήσεως
κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου. Ἐάν ἐν τούτοις τῷ
Ἐλληνικὸν Δημόσιον κέντηται σοβαροὺς τεχνικοὺς λόγους
νὰ πιστεύῃ διτὶ ή ἀνακαλύψῃς ὑδρογονάνθρακων θὰ ἔται δυνα
τή εἰς μεγαλύτερον βάθος, τὸ Ἐλληνικὸν Δημόσιον θὰ δι
καιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἐταιρείας συνέγυισην
τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὅποι τὸν δρόν διτὶ ή
αἴτησις αὐτῇ θὰ ἔγενετο πρὸ τῆς μεταλλέσεως τοῦ γεωτρ
πάνου ἐκ τοῦ χώρου καὶ διτὶ περιστέρω τὸ Ἐλληνικὸν Δημό
σιον δὲν θὰ ἀπαιτήσῃ γεωτρησιν ἔξικουμαλένην εἰς βάθος με
γαλύτερον τῆς ἵκανόττητος τοῦ γεωτρυπάνου.

“Η Έπαρσεία πάνυχρεοῦται νὰ συμμιρρούθῃ πρὸς τὴν
διὰ άνω εἰπέσιν τοῦ Ἑλληνικοῦ Δημοσίου, ὅποιος τοὺς ἀνθρώ-

θους δρους :

α) Η συμπληρωματική γεώτρησης θα γίνει διπλής τού
 Ελληνικού Δραμού, όπερ θα παραβάλλεται τη Έταιρεία πάνω
 διπλάνη της τοιωτής γεωτρήσεως συμφρόνως πρές της ίδιας
 της Έταιρείας, διενεργηθείνες μέχρι της πληρωμής, περι-
 λαμβανομένων των ποσοτήτων άποσβέσεως των πορθμειών
 νων εν Πίνακι B, διὰ τὰ χρηματικούμενα δικά της τοιωτής
 γεώτρησης μηχανήματα και έργδια ώς και προσθέτως ποσο-
 τού 10 %. Αι τοιωται πληρωμή θα γίνεται βάσει μερι-
 αίων παταστάσεων και τη δργήτερον έντος 30 ημερών έπει
 της οποιοβολής, παρά της Έταιρείας, πρές πληρωμή την μη-
 μένην χρηματισμού.

β) Τὸ Ἑλληνικὸν Δημόσιον θὲ ἀνατρέψάνη πάντα κίνδυνον συγθέσμενον πρὸς τὴν σωματικὴν μεμονωμένην ταῦτη γενήτησον καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν Καρίαν ἣν ἔθελεν ὑποστῆναι ἢ Ἐπαυρεῖν ἡ τρίτη πρόσωπον ὃς εἰς τῆς τοιχίτης γεωτοργεώς, ἐξηρέσει τῶν τυρρήνων περιπτέσεων βρεσίνει μετελεῖς ἐν μέσους τῆς Ἐπαυρίας.

γ) "Εφ' θων ή τοικήτη συλλογραμματική γεωργίας ή πλέον πρωκτίστει καθινστερήσεις εἰς τὴν ἀπόπληρων τῶν πιναγρώσεων ἔργασίν της." Επιχείρεις συμφόρων τῷ περὶ θέρῳ, αἱ καθινστερήσεις ώτε οὐ προστίθενται εἰς τὰς περιόδους

έντος τῶν ὄποιων οἰασμήποτε τῶν ὑποχρεώσεων τούτων δέοντα
νά ἐκπληρωθῇ.

δ)) 'Εν περιπτώσει καθ' ήν ζήλειον ἀνακαλυφθῆ εἰς τὸ ὅς
ὅνῳ φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεω-
τρήσεων ὑδρογονάνθρακες, εἰς ποσθητας ἔξασφαλιζούσας
κατὰ τὴν ἐλεύθεραν τῆς Ἐταιρείας κρίσιν οἰκονομικῶν σύμ-
φορον διὰ τὴν Ἐταιρείαν ἐκμετάλλευσιν, ή Ἐταιρεία θάξην
τότε τὸ δικαίωμα νὰ αιτήσῃται καὶ λάβῃ παραχωρήσιν πρὸς
ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν
ὅς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως δρίζεται, τῆς Ἐται-
ρείας ὑποχρεουμένης ὡς είκος ἐν τῇ περιπτώσει ταύτη νὰ
πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ τριάκοντα ἡμέρας μετά
τὴν δήλωσιν ὑπὸ τῆς Ἐταιρείας τὸ προβλεπόμενον διὰ τῶν
παρ. 1 καὶ 2 τοῦ ἄρθρου 5, ποσὸν ἔξικονύμενον εἰς τὸ διπλά-
σιον παντὸς ποσοῦ τὸ ὅπιον ἐπιλήρωσεν τὸ Ἑλληνικὸν Δημό-
σιον τῇ Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεω-
τοησιν (ἐντόκως πρὸς 10 % ἐτησίως).

Τὰ οὕτω πληρωνόμενα ποσά, θὰ λαμβάνωνται ως δαπάναι τῆς Ἐπιτροπής διὰ τὰς ἐν ἀρθρῷ 3 προβλεπομένας ὑποχρεώσεις.

"Αρθρον 5.

Δικαιώμα τῆς Ἐπιφείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς
ἐκμετάλλευσιν

Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. Έαν καθ' οιονδήποτε χρόνον καθ' ὅ γη 'Εταιρεία διατηρεῖ έρευνητικά δικαιώματα βάσει τῆς παρούσης συμβάσεως ἀνευρεθῆ εἰς έρευνητικὸν φρέαρ ἀνοιχθὲν παρὰ ταύτης ποσδήτης ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς 'Εταιρείας τὴν οἰκονομικῶν σύμφορον, δι' αὐτῆν, ἐκμετάλλευσιν τούτων (εἰς ἐμπορικὴν κλίμακα), ἡ ἐταιρεία μετὰ τὴν ὑποβολὴν πρὸς τὸ 'Ελληνικὸν Δημόσιον ἐπαρχῶν ἀποδεῖξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηρίζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ἀς παραχωρησις» ἡ «παραχωρησις πρὸς ἐκμετάλλευσιν», περιλαμβάνουσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὄρους τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἀρθρου (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. Από της στιγμής της γνωστοποιήσεως συμφώνως πρὸς τὰ ἐν ἀρθρῷ ἔνδεκα (11) τοῦ N. 3948/1959 δρίζομενα, εἰς τὸ Ὑπουργεῖον Βιομηχανίας τῆς ἐπιλεγέσιςης περιοχῆς, ἡ Ἐπαρχία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ' αὐτῆς ἐπιλεγέσιςης περιοχῆς ἡ περιοχῶν.

3. Η μεγίστη ἔκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ είναι βασικῶς πεντήκοντα τετραγωνικά χιλιόμετρα, οίουδεποτε σχήματος, καθοριζομένου παρά της Ἐταιρείας.

Ἐὰν ἐν τούτοις ἡ Ἐταιρεία δύναται νὰ ἀποδεῖξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, διὰ τὴν πιθανὴ ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα τετραγωνικά χιλιόμετρα (50 τετρ. χιλιόμετρα) τότε ἡ Ἐταιρεία θὰ δικαιοῦται εἰς παραχώρησιν ἔκτασεως πρός ἐκμετάλλευσιν μεγαλυτέρας τῶν 50 τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ (100) ἔκατὸν τετραγωνικά γιλιόμετρα.

4. Ο ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ Ἐταιρεία, βάσει τῆς παρούσης συμβάσεως, εἰναι ἀπεριόριστος. Ἐκάστη δὲ νέα γεώτρησις τῆς Ἐταιρείας εἰς ἔρευνήτικοὺς χώρους ἀνήκοντας εἰς τὴν Ἐταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακας, θὰ παρέχῃ εἰς τὴν Ἐταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὥπερ τοὺς ὅρους τοῦ παρόντος διοίσου.

5. Ή διάρκεια ἑκάστης παραχώρησεως πρὸς ἐκμετάλλευσιν θὰ είναι εἰκοσιοκταετής ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι' ἑκάστην παραχώρησιν, πρὸς ἐκμετάλλευσιν.

Ἐφ' ἔσον ἡ Ἔταιρείς συνεμορφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑπογρεῶσεις της, τὰς ἀναφερομένας εἰς τὰς καθ' ἔκποστον παραγγορήσεις ἐκμεταλλεύσεως, ἡ 28η τῆς αὐτῆς περιόδου. Ήταν παρατείνεται αὐτομάτως δὲ ἕτερα 10 ἔτη, ὅπο τοὺς δυναμένους νὰ τύγουν ἐφαρμογῆς ὅσους τὰς

παρούσης συμβάσεως, ύπό τὸν ὄρον ἐν τούτοις, διεὶς οἰκισθήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμενη γενικῶς ἐπὶ τῆς ἔκμεταλλεύσεως ὑδρογονανθράκων, ή ἐφαρμοζόμενη καὶ ἐπὶ τῆς παραχωρήσεως ἢ τῶν παραχωρήσεων ὃν παρατείνεται ως ἀνώ ή ἴσχυς, ύπό τὸν ὄρον διεὶς τροποποίησις τοῦ N. 3948/1959 ἡν̄ θὰ ἔχῃ ως συγέπειαν τῆς μεταβολὴν τῆς περιόδου τῆς 10-ετοῦς παρατήσεως.

"Αρθρον 6.

Ἐποχεώσεις ἐκμεταλλεύσεως καὶ περιγωγῆς τῆς
Ἐπαιρετᾶς.

1. "Αμα τῇ, κατὰ τὸ προηγούμενον ἀρθρον 5 τῆς παρούσης, ὑποβολῇ τῆς προβλεπομένης ἐν ἀρθρῳ ἔνδεια (11) τοῦ Νόμου 3948/1959 δηλώσεως δἰ' ἐπιλεγεῖσαν παρὰ τῆς Ἐπαιρεῖτος περιοχήν, κατὰ θὰ προβῇ ταχέως εἰς ἀνθρώπους φρεάτων γαστρέως ὄριων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξύ των τοιωτην ἡτοι, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἐπαιρείας καὶ κατὰ τὰ διειθυνός τεχνικῶν παραδεδεγμένα, νὰ ἔξασφαλίζῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δύνατην ἀπόδοσιν.

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

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ Ἐταιρεία θὰ δημοχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νὰ προβῆ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἔκαστοτε ὑφισταμένων ἐγκαταστάσεών της, εἰς ρυθμὸν δότις συμφώνως πρὸς τὴν διοικητὴν πρακτικὴν διὰ πετρέλαια :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς καγόνας τῆς τεγμάτης.
β) Εἶναι ἐπιβλαβής εἰς τὸν σκοπόν τῆς, ἐν τελευταῖς
ἀναλύεται μεγίστης ἀποδέσμως καὶ

γ) Δέν είναι οικονομικώς σύμφωνος, ήτοι δὲν έχασηται είς τὴν Ἐπανοίσιαν κέρδος ἀπὸ τὰς ἔργασίας αὐτῆς.

4. Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ
ὅτι αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς Ἐπικράτειας
δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἀνώ ἐν ταῖς ὑπὸ ἀριθ. 1, 2
καὶ 3 παραγράφους διατάξεις; τότε τὸ Ἑλληνικὸν Δημόσιον
θὰ γνωστοποιῇ τοῦτο ἔγγραφως εἰς τὴν Ἐπικράτειαν πρέπει
ἐναρξῖν συμμιορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιί-
σεως ταύτης.

Είναι αυτονόητον ότι έλαν ή 'Εταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ 'Ελληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατά τὰ ἐν ἄρθρῳ 26 τῆς παρούσης συμβάσεως δριζόμενα; κατά τὴν διάρκειαν τῆς δροτές; 'Εταιρεία δὲν θὰ ὑποχρεούται νὰ ποιήσηται ἔναρξιν συμβολὴ σώσεως κατά τὰ ὡς ἁνω ἀναφερόμενα.

"Aegean 7.

²Если есть у меня земельный участок, то я с ³Если есть земельный участок.

1. Η Επιτροπή μενοί εργασιαί παρά της Επιτροπής —
γεωφυσικάς και οιανδήποτε έτερων έρευνητικήν έργασίαν πρέ-
τόν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δί· οικο-
δήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικάς γεωλογικῆς
γεωτρήσεις καὶ έρευνητικάς γεωτρήσεις εἰς βάθος, πρές την
αὐτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν έρευνητικῶν ἐκτάσεων καὶ
τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χεῖρας τῆς Επι-
τροπῆς βάσει τῆς παρούσης συμβάσεως ὅποτε δήποτε διχεῖται
σῆς τῆς ίσογύος ταύτης.

2. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσσῃ τὰ ὄντα
αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονάνθρωπών της
ἀνοίγη φρέστα ἐκμεταλλεύσεως καὶ νὰ ἔξορύσσῃ τοὺς ὄντα
λυσθέντας ὑπὸ αὐτῆς ὑδρογονάνθρωπας.

3. Η Εταιρεία θὰ δικαιούται νὰ ἀποθηκεύῃ, τως αὐτῆς παραχθέντας άδρογονάνθρακας, νὰ τοὺς ὑπόβαθρους εἰς προκαταρκτικήν ἐπεξεργασίαν (ώς π.χ. ἀπογωρισμὸς οὐδατος καὶ ζεζμάτων, ἀποθέσις, ἀποχωρισμὸς τῆς φυσικῆς Βενζίνης (NATURAL GASOLINE) ἐκ τῶν φυσικῶν δέρμων καὶ νὰ τοὺς μετατρέψῃ.

4. Η Εταιρεία θὰ ἔχῃ τὴν κυριότητα ἐφ' ἀπάντων τῶν περιχορέων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίομα τῆς ἐλευθερας αὐτῶν διαθέσεως, εἰτε διὰ τῆς πωλήσεώς των εἰς τὴν ἁγχώσιον ἀγοράν, εἰτε διὰ τῆς ἐξαγωγῆς των, τηρουμένων ὅμως τῶν ἐν δρύφῳ 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ἐν τῷ παρόντι ἀρθρῷ δικαιωμάτων καὶ πρὸς τὸν συντόνη τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, ἡ μισθώτικα Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγέρῃ ἢ νὰ ἀναθέσῃ τὴν ἀνέγερσιν καὶ ἡ νὰ χρησιμοποιῇ καὶ ἡ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκης πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς, δι' ἀργὸν πετρέλαιον ἢ ἀέρια, διαχώριστάς, ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγόμενων ὑπὲρ αὐτῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἐγκαταστάσεις ἀφαιρέσεως θείου κ.λ.π. διατερευούσας σιδηροδρομικάς γραμμάς, ἐγκαταστάσεις ἀποθήκευσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικούς σταθμούς καὶ Ἐλληνικούς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἔργατας, ἀποθήκας, μηχανολογικά ἐργαστήρια, τηλεφωνικάς καὶ ραδιοφωνικάς ἐγκαταστάσεις καὶ πᾶσαν ἔτεραν ἐγκατάστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργατῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν καὶ ἡ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἐταιρείας μόνον ἐφ' ὅσον οἱ ἔδη ὑπάρχουν καὶ ἀνήκουσαι εἰς τὸ Ἐλληνικὸν Δημόσιον ἢ ἄλλην κρατικὴν ὑπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοπούς τῆς Ἐταιρείας ἢ δταν ἡ χρησιμοποίησί των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἐταιρείαν.

6. Η Ἐταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῆς, διὰ τὴν εὐδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὲρ τῆς παρούσης συμβάσεως, νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νηστῖδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὅποιους κατέχει εἰς οἰανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τῶν Ἀρχηγείου Στρατοῦ καὶ Ναυτικοῦ, τὴν ὅποιαν δὲν θὰ δύνανται νὰ ἀρνηθοῦν ἀνευ σοβαροῦ λόγου.

7. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας, ἐγκαίρως ἐκάστοτε ὑποχρεώντος τὸ Ἐλληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν Ἐταιρείαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας Ἀρχῆς συμπεριλαμβανομένων τῶν Στρατιωτικῶν Ἀρχῶν, τῶν ἀναγκαιουσῶν τροφῶν τούτων τῶν ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραμμένων σκοπῶν.

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτήσεως τοιούτων ἰδεῶν ἢ ἐγκρίσεων καθιστᾷ ἀδύνατον ἡ καθυστέρησις ἀναγκαῖος τὴν διεκπεραίωσιν τῶν ὑπὲρ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς, πᾶσα προκύπτουσα καθυστέρησις ἢ παρέκτιψις ἐκτελέσεως οἰωνδήποτε τῶν, κατὰ τὴν παρούσην ὑποχρεώσεων τῆς Ἐταιρείας δὲν θὰ ἀποτελῇ παρέκτισιν τῶν ὄρων τῆς παρούσης καὶ θὰ θεωρηται ὡς περιπτώσεις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ δρύφου 25 τῆς παρούσης συμβάσεως.

8. Η Ἐταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλασσῆς ἀναλαμβάνει τὴν ὑποχρέωσιν, ἵνας διενεργῇ ἐκρήξεις δι' αεριοβόλου ἢ διὰ χρησιμοποίησεως ἑστέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσῆς πανίδιος. Μόνον εἰς ἐξαιρετικὰς περιπτώσεις καθ' ἀριστερά αἴ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατὸν οἱ ἀπόδωσιν ἴκανον ποιητικά ἀποτελέσματα θὰ ἐπιτρέπωσιν ἡ χρησιμοποίησις ἐκρηκτικῶν διλῶν.

9. Αἱ γεωφυσικαὶ ἔρευναι, αἱ γεωτρήσεις καὶ ἡ ἐκμετάλλευσις ἀνακαλυψθησομένου πετρελαίου ἐντὸς τῆς θαλασσῆς θέσεων λέξεις ἔχονται ναὶ διὰ τὰς κάτωθι προϋποθέσεις.

10) Τὰς σχετικὰς ἔρευνας, θὰ δύνανται νὰ παρακολουθήσῃ τὸ Ἀρχηγείον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούσιον πρὸς τοῦτο ἐγκαίρως ὑπὲρ τῆς Ἐταιρείας.

11) Αἱ ἐργασίαι δὲν θὰ ἐπιφέρουν οὐσιώδεις μεταμορφώσεις ἀκτῶν καὶ βυθῶν τῆς περιοχῆς.

12) Δεν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυσιπλοΐα εἰς ἀπειλή τὴν θαλασσήν ἐκτασιν περὶ ἡς ἡ παρούσα σύμβασις

καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα, πρὸς πρόληψιν οἰκοδήποτε βλάβης ὑφισταμένων ὑποβρυχίων πελασίων ἐν τῇ περιφερείᾳ ταύτης.

13) Θὰ ἀπαγορευθῶσιν αἱ ἐργασίαι εἰς εύθυγραμμίσεις ριδιοφάρων αἰπεῖ. τὸ τυχόν δὲ χρησιμοποιηθῆσθαι πλωτὸν μέσον θὰ συμμορφωθεῖται πρὸς τὸν εὐθυγράμμην περιφερείαν τῆς θαλασσῆς, καὶ θὰ φωτοσημάνωται τὸ ἐντὸς τῆς θαλασσῆς χρησιμοποιηθῆσθαι μέσον, συμφώνως τοῖς κεκανονισμένοις.

14) Διὰ πάντα τὰ γενιτικῆς φύσεως θέματα δέοντα νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Δ/σιν Ὑδρογραφίας Β.Ν. πρὸς ἔκδοσιν τῶν σχετικῶν Ἀγγελίων καὶ Παραγγελιῶν τοῖς Ναυτιλούμενοις.

15) Στὸ παρόντα τὸν διενέργειαν τῶν ἐργασιῶν οἱ οἰκοδήποτες ἀνευρέσεως κατὰ τὴν διενέργειαν τῶν ἐργασιῶν οἰκοδήποτε ἀντικειμένου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, νὰ ἀναστελῇ πᾶσαν ἐργασίαν καὶ νὰ εἰδοποιήσῃ ἐπειγόντως τὴν ἀρμοδίαν περιφερείαν τῆς παρούσης Ἀρχαιοτήτων διὰ τὴν λῆψιν ὑπὲρ αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιολογικῶν μέτρων.

16) Αἱ ἐργασίαι θὰ διακρίνονται αἱ δικαιώματα εἰς περίπτωσιν ἀνευρέσεως κατὰ τὴν διενέργειαν τῶν ἐργασιῶν οἰκοδήποτες ἀσφαλείας καὶ αἱ χρησιμοποιουμέναι εἰς ἐγκαταστάσεις θὰ διαπομπούνται τῆς περιοχῆς, ἵνας διὰ τὸν ἐκλείψων οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἵνας οὐδεμίας ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται δὲ τι μία τοιαῦτη δικαιοτητὴ τῆς ἐργασίας θὰ θεωρηθῇ ὡς πραξενθήσισι ἐξ ἀνωτέρας βίας συμφώνως πρὸς τὸ ἀρθρον 25 τῆς παρούσης συμβάσεως.

"Αρθρον 8.

Καταβολὴ στρεμματικοῦ.

17) Η Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον στρεμματικὸν φόρον, διστις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τὴν τετραγωνικὸν χιλιόμετρον ἐφ' ἀπεισθῶν τῶν παραγωγήσεων πρὸς ἐκμετάλλευσιν τῶν ποτεγμάνων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῆς παρούσης συμβάσεως.

18) Η καταβολὴ τοῦ φόρου τούτου ἀρχεται ἐπὸ τῆς στιγμῆς καθ' ἦν η Ἐταιρεία καθίσταται μαζίτερα παραγωγήσεως.

"Αρθρον 9.

Δικαιώματα.

19) Η Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον δικαιώματα ἐκ 12,50 % ἐπὶ πάσης ποσότητος των παραγωγῶν πρὸς τὴν τετραγωνικὸν χιλιόμετρον ἐφ' ἀπεισθῶν τῶν παραγωγήσεων πρὸς ἐκμετάλλευσιν τῶν ποτεγμάνων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῆς παρούσης συμβάσεως, ἐλευθερών ιδιαίτερων καὶ ξένων πτυγγίων.

20) Αἱ παρὰ τῆς Ἐταιρείας χρησιμοποιήσεις καὶ δικαιώματα τοῦ ἀνάγκαιας ποσότητος παραγωγῶν οἰανδήποτες πρὸς τὴν τετραγωνικὴν χιλιόμετρον διὰ καύσιμα, ἡ διὰ τὸν σκοπὸν τῆς ἐν νέῳ αἰδίης της τῆς πιέσεως (Repressuring) ἡ ἀναποφεύκτων ἀπολείπουσα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, συμφώνως τῆς παρούσης συμβάσεως, ἐποκεντρωμένων ιδιαίτερων δέρια (Flare Gas) δὲν θὰ ὑποκεντωται εἰς πληρωμὴν δικαιώματων.

21) Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρέλαιου καὶ φυσικοῦ αερίου θὰ καταβάλλονται τοῖς μετρητοῖς, ἐκτὸς ἐκ της Ἀλληλικὸν Δημόσιον προστιθήσῃ νὰ ἐπιπλέξῃ την εἰσπράξην τῆς θαλασσῆς ἐπάρξεως ἐκάστου ἡμερολογικοῦ ἐξαμήνου τὸ Ἐλληνικὸν Δημόσιον θὰ γνωστούνται τὴν Ἐταιρείας ἐγγράφων ἐκ της πιέσεως καὶ διάρκειας τῆς θαλασσῆς ἐπάρξεως ἐκάστου ἡμερολογικοῦ ἐξαμήνου τὸ Ἐλληνικὸν Δημόσιον θὰ είναι προτιθέσθαι την εἰσπράξην τῆς θαλασσῆς ἐπάρξεως ἐκάστου ἡμερολογικοῦ ἐξαμήνου τὸν δικαιώματα τοῦ πετρέλαιου καὶ τῆς φυσικοῦ αερίου δέριαν.

22) Τὰ δικαιώματα ἐπὶ πετρέλαιου καὶ φυσικοῦ αερίου τοῦ πετρέλαιου καὶ τῆς φυσικοῦ αερίου δέριαν. "Αρ" ήσε στιγμῆς τὸ Ἐλληνικὸν Δημόσιον ἐγνωστούσησεν τὴν ἐπιλογήν του εἰς τὴν Ἐταιρείαν οὐδεμίαν μεταβολή θὰ είναι ἐπιπρεπῆς την πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιώματων μέχρι πρὸς τὸν περιφερεϊκὸν ἐγγράφων συμφωνίας ἀμοιβαίων ἴκανον ποιητικῆς ἐγγράφων συμφωνίας μεταξύ Ἐλληνικοῦ Δημοσίου καὶ Ἐταιρείας ἐπὶ τοῦ θέματος.

Τὰ δικαιώματα ἐπὶ τῆς φυσικῆς θεού πάλιν
λανταὶ πάγκτα τοῖς μετρητοῖς.

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἀργόν πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἔργου τούτου τῆς Ἐπαιρείας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς περιφέλικας τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τούτον ἡ Ἐπαιρεία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλήλουσα ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα εἰς τὴν διεθνῆ πρακτικὴν τῶν πετρελαϊκῶν συστημάτων.

4. Τὸ Ἐλληνικὸν Δῆμοσιον θὰ παραλαμβάνῃ τὰ εἰς τὸν εἰδός δικαιώματα του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἑργοταξίου τῆς Ἐπαρχίας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς δύο ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἑτέρως ὣρης ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἐλληνικοῦ Δῆμοσιον καὶ τῆς Ἐπαρχίας, ή δὲ Ἐπαρχεία ὑποχρεούται νὰ ἀποθηκεύσῃ, τῇ εὐθύνῃ τοῦ Ἐλληνικοῦ Δῆμοσιον, τῆς Ἐπαρχίας οὖσης ὑπεύθυνον δὲ οἰανδήποτε ἀπώλειων ἢ ζημιάν προερχομένην ἐξ ἀμελείας της, εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἑργοταξίου της κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἀνεῳ γενέσεως τοῦ Δῆμοσιον τὸ οὔτωσε εἰς τὸ Δῆμοσιον παραδοθῆσθαιενον ὡς δικαιώματα ἀργὸν πετρελαίου. Ἐν περιπτώσει καθ' ἣν τὸ Ἐλληνικὸν Δῆμοσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἰδός ἐπὶ τοῦ ἀργοῦ πετρελαίου, η Ἐπαρχία θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαθέσῃ ἐλεύθερως τοῦτο, διόπτε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, η νὰ ἔχει ακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἐλληνικοῦ Δῆμοσιον ἔνωντι λογικῶν ἀποθηκεύτρων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σύν 10 %.

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

6. Έάν ή 'Εταιρεία είναι ιδιοκτήτρια καὶ ἐκμεταλλεύεται οἰουδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αιτήσηται τὴν μεταφορὰν παρὰ τῆς 'Εταιρείας τῶν ἀνηκουσῶν ἀντῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρις οἱ οἰουδήποτε σημεῖους καιμένου ἐπ' αὐτῶν. Ή μεταφορὰ αὕτη θὰ πραγματοποιηθεῖ παρὰ τῆς 'Εταιρείας ἔναντι καταβολῆς δαπανῶν πλέον 10%.

‘Παροῦσα παράγραφος δὲν θὰ ἐμπηνευθῇ ως ἀποτελουστική σε ποιορέωσιν τῆς ‘Ἐταιρείας νὰ κατασκευάσῃ, ἀγωγοὺς ή οἰανδήποτε ἔγκαττάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὅσων τυχόν ἔχει η ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἔγκαττάστασιν ή καὶ ἑτέρας ἔγκαττάστασις μεταφορᾶς, πλὴν ἑτέρας συμφωνίας μεταξὺ ‘Ἐλληνικοῦ Δημοσίου καὶ ‘Ἐταιρείας πρὸς τὸν σκοπὸν τούτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ 'Εταιρεία θὰ καταστῆ ἔχαγωγέν ἐγγάριον ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν 'Ελλάδι τιμὴν (Posted Price) τὸ καταβλητέον εἰς τὸ 'Ελληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὃς δικαιώματα, θὰ υπολογίζεται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διψλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν 'Ελλάδι Διψλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγορακόμενον ἀπὸ τὴν 'Εταιρείαν, ὡς τοῦτο δρίζεται εἰς τὸ ἄρθρον 12, παρ. 9 (α).

Από της στημάτις καθ' ἡν ἡ Ἐπαιρεία θὰ καταστῇ ἔξαγωγες ἐγγυώσιού ἀργοῦ πετρελαίου και καθορίσῃ τιμὴν ἐν Ἑλλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸ τῆς Ἐλληνικῆς Κυβέρνησιν ὡς δικαιώματος ἐπὶ τοῦ παρχομένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ πολονιγίζεται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὅρίζεται εἰς τὸ δέκατον 12, παρ. 9 (β).

8. Τό πασόν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βεζίνη (GASOLINE) οὐδὲ υπολογίζεται ἐπὶ τοῦ μέσου ὄρου τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἐπιμείνεις κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ πληρωμὴ δικαιωμάτων μεῖον ἔξδων βιομηχανοποιήσεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικούς χώρους τοῦ ἑργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Το ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὅσον καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου ὕρου τιμῶν πωλήσεως (κατὰ κυβικὸν μέτρον) τῶν πραγματοποιηθεὶς σῶν παρὸ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ καταβολὴ τῶν δικαιωμάτων δι' ἔκστατον κυβικὸν μέτρον πωλουμένου ἀερίου, μετὸν ἐξόδων μεταφορᾶς ἀπὸ τῆς κεφαλῆς τοῦ φρέατος (WELLHEAD) εἰς τὸ σημεῖον παρόδοσεως.

10. Τα δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται παθ' ἐκάστην ἔξαρχηνίαν ἐντὸς τοῦ Ἱανουαρίου καὶ Ἰουλίου ἐκάστου ἔτους.

"Appov 10.

Φέροι.

1. Ἡ Ἐταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος
Ἀνωνύμων Ἐταιρειῶν βάσει παγίου συντελεστοῦ 50%^η
ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἔργων αὐτῆς κατὰ τὴν
διαχειριστικὴν περίοδον τὴν ὄριζομένην ὑπὸ τῆς παρ. 7
τοῦ παρόντος ἀρθρου οἰοσδήποτε καὶ ἀν εἶναι δὲ συντελεστής
δὲ ἐκάστοτε ἰσχύων διὰ τὰς ἅλλας Ἐταιρείας. Ἐκ τοῦ ποσοῦ
τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον
τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἀρθρου, ήλι
ἀφαιρῆται τὸ ποσόν τῶν δικαιωμάτων τῶν καταβληθέντων
κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε
εἰς εἰδος δυνάμει τοῦ ἀρθρου 9 τῆς παρούσης συμβάσεως
καὶ ἀπὸ τὸν χρόνον που ἡ Ἐταιρεία ἔχει καθαρὸν κέρδος
τὸ στρεμματικὰ δικαιώματα συμφώνως τῷ ἀρθρῳ 8 τῆς
παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὃπως εὑρεθῇ τὸ καθε-
ρὸν ποσόν, τοῦ φόρου εἰσοδήματος, τὸ ὅποιον θὰ καταβληθῇ
ὑπὸ τῆς Ἐταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν πε-
ρίοδον.

Συμφωνεῖται δέ τι τὰ δικαιώματα τὰ προβλεπόμενα ἵνα τοῦ ἀρθρου 9 τῆς παρούσης συμβάσεως δέον να καταβάλλωνται ἐπὶ οἰασδήποτε παραγωγῆς ήδρογονανθράκων, ζήτωσις ἐδὲ αἱ ἔργασιαι τῆς Ἐταιρείας ἀποφέρουν κέρδος ἢ ζηνίαν.

Συμφωνεῖται περαιτέρω δτι, τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικά Βάρη, ὡς ταῦτα ἀντέφρονται ἐν ἄρθροις 9 καὶ 10 τῆς παρούσης συμβάσεως ήταν παραμεινούν ἀμετάβλητα καθ' ὅλην τὴν διάρκειαν τῆς συμβάσεως ταύτης καὶ δτι ἡ ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος ήταν παραμείνην ὀσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ δὲ Ἐπικρεία, ἐν δψει τῆς τοιωτῆς ἀνάκρισης τῆς ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῖ δτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ καὶ μεταγενεστέρως οὐδεμίαν περιτίθεται νὰ προβάλῃ-ἀντίρρησιν ἡ ἀμφισβήτησην ὡς πρὸς τὸ ποσοστὸν ἐκ 50 % ἐπὶ τοῦ καθαροῦ κέρδους, ὡς πρὸς τὰ πετκαὶ ἀνωτέρω, ἀποδεχομένη κατὰ πᾶσαν περίπτωσιν τὴν συμβατικὴν ἔνεργειαν καὶ ἰσχὺν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς πηρίζεται ἐν παραγράφῳ 1 ἀναγνωρίζεται ὡς ἐκπιπτὸν σῆ φώνως πρὸς τὸν Νόμον 1413/1950 τὸν κυρώσαντα τὴν σύβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φρολογίας. Οἱ τυχόν φόροι ἐν πάσῃ περιπτώσει αἱ κατεξήθησέ σύμβασει τοῦ Βασιλείου τῆς Ἑλλάδος εἰς τὰς Η.Π.Α. κατὰ τὴν δικαιειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἢ μετὰ τὴν ληξίν αὐτῆς δὲν θὰ ἐπιτελέσθουν τὸν φόρον ἐπειδὴ τῶν καθαρῶν κερδῶν, τῆς Ἐπιχείρησης τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμβόλων πρὸς τὴν παραγρ. 1 ὡς ἀνωτέρω.

3. Έξαιρέσει τοῦ φάρου ἐπιφανείας μεταλλειῶν, τοῦ
βλεπόμενου εἰς τὸ ἀρθρον 8 τῆς παρούσης συμβίσσεως:

(στρεμματικός), τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου εἰς τὴν παρ. 1 τοῦ παρόντος ἄρθρου ἡ Ἐταιρεία, ἡ περιουσία αὐτῆς, αἱ ἔργασίαι της, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἔργασιν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰασθήποτε μηχανήματα, ἀνταλλακτικά, ἔξαρτήματα, ἐργαλεῖα καὶ ύλικά παντὸς εἰδούς τὰ εἰσαγόμενα ἐκ τοῦ ἔξωτερικοῦ καὶ προσειδόμενα διὰ τὴν διεξαγωγὴν ἔργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἔξαριουμένων τῶν κυσίμων ὅλων παντὸς εἰδούς) ὡς καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραχρημάτων ὑδρογονανθράκων, ἔξαριουμένων τῶν διυλισμένων προϊόντων οἰασθήποτε φύσεως, θὰ ἀπαλλάσσωνται παντὸς φόρου ἀμέσου ἡ ἐμμέσου παντὸς εἰδούς καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων τελῶν χαρτοσήμου ἡ εἰσφορῶν ἡ πάσης ἑτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἑκτάκτου εἴτε ἐπιβαλλομένης δὲ εἰδικούς σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἡ οἰασθήποτε Ἑλληνικῆς Ἀρχῆς ἡ νομικοῦ προσώπου καὶ γενικῶν παντὸς τρίτου πλὴν τῶν καθαρῶν ἀνταποδοτικῶν εἰσφορῶν δὲ ὑπηρεσίας ἡ δικαιώματα πάσης φύσεως ἀσφαλιστικῶν Ταμείων καὶ Ὁργανισμῶν Ἐργοδοτικῶν Ἀσφαλιστικῶν Εἰσφορῶν.

Ἡ παρούσα σύμβασις καθὼς καὶ οἰασθήποτε συμφωνία ἡ σύμβασις βάσει ταύτης, ἡ ὁποία ἥθελεν ὑπογραφή, σκοποῦντα τὴν ἀπόκτησιν δικαιωμάτων ἔξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιγραφῆς τῆς παρούσης ἐν τῷ προτοτυπού τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὅφελος τοῦ Ἑλληνικοῦ Δημοσίου, οἰασθήποτε Ἑλληνικῆς Ἀρχῆς ἡ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

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

Αἱ ἑκάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρτισιν οἰασθήποτε συμβάσεως σχετικούμενης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ ὑποθηκοφυλάκων, ἐμμίσθων ἡ ἀμοιβῶν, διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης ἐπ' οὐδενὶ λόγῳ εἶναι δύνατον νὰ ὑπερβῶσι δι' ἑκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι τῆς Ἐταιρείας, ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἡ διαμένουν εἰς τὸ ἔξωτερικόν, ἀπαλλάσσονται ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἐταιρείας παντὸς φόρου, τακτικοῦ ἡ ἑκτάκτου ἡ ἐπιβληθέντος δὲ εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἡ ἄλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἡ οἰασθήποτε Ἑλληνικῆς Ἀρχῆς ἡ Νομικοῦ Προσώπου ἡ, τρίτων, λόγῳ τῆς ἱδιότητός των ὡς μετόχων τῆς Ἐταιρείας.

5. "Απασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἐταιρείας, αἱ συγετικαὶ μὲ τὴν δργάνωσίν της καὶ τὰς ἔργασίες της κατὰ τὴν παρούσαν σύμβασιν, ἐντὸς ἡ ἑκτὸς Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς παλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἔργασιῶν τῆς Ἐταιρείας βάσει τῆς παρούσης συμβάσεως, θὰ ἀθροίζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβένονται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀρχῆς γενιμένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

6. "Ἐν περιπτώσει καθ' ἣν ἡ Ἐταιρεία ἐμφανίσῃ καθαρὸν ἔμμικον ἐκ τῶν ἔργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους της ἀπόκτησιν τῆς πρώτης ποραχωρήσεως πρὸς ἐκμετάλλευσιν, ἡ ἐν λόγῳ ἔμμικον ὃ δηγγίται εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιηται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἡ περιόδων, εἴτε αὖται δεινούσιν κέρδη εἴτε ζημίας.

Τὸ οὕτω προκύπτον ἀποτέλεσμα ἐὰν ἔξακολουθῇ νὰ ἐμφανίζῃ ζημίαν θὰ δηγγίται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἐ-

ταιρείας καὶ θὰ ἐνοποιηται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἡ ἐπομένων διαχειριστικῶν περιόδων. Ἡ ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθερὸν κέρδος ἡ λήξη ἡ παρούσα σύμβασις. Ἡ Ἐταιρεία δὲν θὰ δικαιούσται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἢς ἥθελεν ὑποστῆ ἐκ τῶν ἔργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ δροῦ «καθαρὰ κέρδη» τῆς Ἐταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἑκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἀπόνα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκινήστων ἐσόδων τῆς Ἐταιρείας τῶν προερχομένων ἐκ τῶν ἔργασιῶν συμφώνων πρὸς τὴν παρούσαν σύμβασιν, ὅλων τῶν δικαιωμάτων, ἐπιβαρύνσεων καὶ ἔξόδων ἐν γένει διὰ τῶν διποίων ἐπειραρύθμη ἡ Ἐταιρεία λόγῳ τῶν ἔργασιῶν τῆς συμφώνων πρὸς τὴν παρούσαν σύμβασιν, ἀνεξαρτήτως δὲν τοῦ προστίθεται πρὸς τὴν παρούσην ἐν τῷ ἔπειρον τῆς Ἐλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἔξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγούμενην φράσιν καὶ ἐν παραχράφῳ δὲ τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερούμενας εἰς τὸν Πίνακα (B) τῆς παρούσης συμβάσεως καὶ ἡ ἐκπτωσίς των θὰ ἐπιτρέπεται ἀνεξαρτήτως ἰσχύοντων ἡ μελλόντων νὰ λεγόντουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἐκπτώσεις.

Αἱ ἑκτὸς Ἑλλάδος δαπάναι μετὰ τὴν ἔναρξην τῆς εἰς ἐμπορικὴν αἰλίμακα ἀκμεταλλεύσεως περὶ διὰ τὸν ποταμὸν (α) καὶ (β) κατωτέρω δὲν θὰ δύνανται νὰ ὑπερβοῦν ποσοστὸν 10 % ἐπὶ τῶν ἔτησίων δαπανῶν τῆς Ἐταιρείας ἐν Ἑλλάδι:

α) Αἱ ἐν παραχράφῳ 1 (β) τοῦ Πίνακος B δαπάναι αἱ ὁποῖαι πραγματοποιοῦνται ἑκτὸς Ἑλλάδος.

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραχράφῳ 1 (α) τοῦ Πίνακος B καὶ αἱ δαπάναι πωλήσεως ὡς ἐν παραγρ. 1 (δ) τοῦ Πίνακος B', αἱ ὁποῖαι πραγματοποιοῦνται ἑκτὸς Ἑλλάδος διὰ λογαριασμὸν τῆς Ἐταιρείας ὑπὸ ἑτέρων Ἐταιρείων αἱ ὁποῖαι ἐλέγχονται ἀπ' εὑθίστας ἡ ἐμμέσως ὑπὸ τῆς AN - CAR OIL Co ἡ ὑπὸ ἑτέρων συγγενῶν Ἐταιρείων.

Εἰς τὰς δαπάνας, ἐπιβαρύνσεις καὶ ἔξοδα, ὡς ἀνα, δὲν δὰ περιλαμβάνονται διμως τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προθλεπόμενα δικαιώματα ἐπὶ τῆς παρούσης (ROYALTIES).

Τὰ ἀκαδέριστα ἔσοδα διὰ περιλαμβάνονται τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἔξορυστοιν ὑδρογονανθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἔξαργων ὃ δὲ εἶναι ἐκείνη ἡ πράγματι χρεουμένη τιμὴ F.O.B. ἀκραίων περιστατικῶν ἀποδημητικὸν γῶρον. Ἄκαθάριστα ἔσοδα δὲ ἐγγονίους πωλήσεις ἀργοῦ πετρελαίου δὲ εἶναι τὰ πραγματικὰ ἔσοδα.

Ο καθορισμὸς τῶν ἀκαδέριστων ἔσοδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἔξδων δὲ γίνεται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεύθυνσις διοικητικής πετρελαίου λογιστικὰ συστήματα καὶ ἀρχές.

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἴδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἄρθρῳ 9 τῆς παρούσης συμβάσεως, τὸ ποσό τοῦ οὗτοῦ ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἔντονος ἄρθρον 9, δὲ προστίθεται εἰς τὰ ἀκαδέριστα ἔσοδα τῆς Ἐταιρείας κατὰ τὸν ὑπὸλογισμὸν τῶν «καθαρῶν κερδῶν» συμβάσεως περί παρόντι.

Εἰς τὴν παρούσαν σύμβασιν ἐπισυνάπτεται Πίναξ ὑπὸ στοιχείον B διστις δεύτερων ὑπογραφέων, παρ' ἀμφοτέρων τῶν μερῶν, ἐμφανεῖ τὰ κατὰ τὴν παρούσαν παραχρήσεων στοιχεία τοῦ κόστους ἔξδων βαρῶν καὶ λοιπῶν δαπανῶν τῆς Ἐταιρείας.

8. α) Ἡ Ἐταιρεία θέλει κλείσι τὸν ισολογισμὸν τῆς ἐπομένης διαχειριστικῆς περιόδου ἡτοις θὰ εἶναι ἐνικασία.

β) Ο ἔλεγχος τῶν βιβλίων τῆς Ἐταιρείας θὰ διενεργήται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους.

γ) Ολόκληρον τὸν βάσει τῆς δηλώσεως της βεβαιούμενον φόρον ἡ Ἐταιρεία θέλει καταχάλει ἐκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποβολῆς ταῦτης.

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσօδήματος τῆς διανυομένης διαχειριστικῆς περιόδου, ἵσχυος αὐτού ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐπιφυλασσομένων ὅμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς κατεβολὴν μηνιαίων ή κατὰ ἔξαμηνίαν τῶν ὑπὸ τῶν ἀνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἐπικρείας ὑποχρεούμενης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσօδήματος ἐπὶ τῶν κερδῶν, τῆς ἐκάστοτε ληξίσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δὶ ἀνακριβῇ δήλωσιν διατάξεις τῆς ἔκαστοτε Ἰσχουούσης Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐφ' ὅσον αἱ προκυπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ ὀφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὀφειλομένης εἰς πταῖσμα τῆς Ἐταιρείας ἀλλὰ ἐκ πλάνης διαφόρου ἐμρηνείας παρὰ τῆς Ἐταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

στ) Αἱ λοιπαὶ διατάξεις τῆς ἐκάστοτε ἰσχυρύσης Νομοθεσίας περὶ φορολογίας εἰσοδήματος νομικῶν προσώπων αἱ ρυθμίζουσαι τὴν διαδικασίαν τῆς ὑποβολῆς τῶν φορολγικῶν δηλώσεων τοῦ εἰσοδήματος τῆς κοινοποίησεως τῆς προσκλήσεως πρὸς διοικητικὴν ἐπίλυσιν τῆς διαφορᾶς, τῆς κοινοποίησεως τῶν φύλλων ἐλέγχου τῶν ἐνστάσεων κατὰ τούτων ὡς καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεων μέσων καὶ τῆς βεβαιώσεως τοῦ φόρου ἐφαρμίζονται καὶ ἐν προκειμένῳ.

ζ) Ἐνοεῖται δὲ αἱ διατάξεις τοῦ ἀρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἀρθρου ὑποχρεώσεων τῆς Ἐπαιρείας.

"Αρθρον 11.

Εισαγωγή, έξαγωγή Μηχανημάτων ‚Εξοπλισμοῦ και ὑλικῶν.

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγη ἐκ τοῦ ἔξωτερου καὶ νὰ μεταχειρίζηται διὰ τάς ἐργασίας τῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν πάντα τὰ μηχανήματα καὶ ἔξοπλισμόν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰαδήποτε ψύσεως, τὰ δποῖα κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἶναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. Η παροῦσα σύμβασις ἐπέχει θέσιν οἰασθήποτε ἀναγκαίας ἀδείας ἀπαιτουμένης εἰς ἑκάστην περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιωτῶν μηχανημάτων, ἔξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὄλικῶν.

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικά καὶ ὑλικά σίασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (έκτδς καισίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὁγημάτων, σκαφῶν θαλάσσης φορέων (Platform) εἴτε αὐτοκινουμένων εἴτε ὅχη εἰς τὰ δόποια ἔχουν στρεψθῆ μηχανήματα, ὅργανα, γερανοί ἢ οἰαδήποτε ἀλλα ἔξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἐπαρείας, καθὼς ἐπίσης καὶ ἐλκυστῆρες καὶ τέλος τζίπες ἢ ἀντίστοιχα ὁγημάτων παντὸς εἰδούς εἰς ἀριθμὸν μή ὑπερβαίνοντα τὰ ἔξι κατὰ τὴν ἐναρξίν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἔκκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν εἰσφορῶν καὶ τελῶν γενετοπήνου.

3. Η Έταιρεία θὰ είναι έλευθέρα νὰ ἔξαγάγῃ καθ' οἰονδήποτε χρόνον διὰ τὰ μηχανήματα, ἔξοπλισμοῦ σκάφη θαλάσσης, φορετίς (Platforms) καὶ ίδιως, συμπριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν, καὶ τὰ οἰασδήποτε φύσεως αὐτοκίνητα τὰ εἰσαγχέντα παρὰ τῆς Έταιρείας ἐν Ἑλλάδι, συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου ἐκτὸς ἐὰν αἱ δικτᾶς εἰς τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως, θεσπίζουσαν ἄλλως καὶ αἱ τοιαῦται ἔξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰανδήποτε ίδιαιτέρων ἔξουσιοδότησιν ἢ ἀδειαν, διὰ ἐκάστην περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἔξαγωγῆς δασμῶν ἢ ἀλλων φόρων τελῶν, εἰσφορῶν ἢ τελῶν γαρτοσήμου.

4. Ἐν ἡ περιπτώσει ἡ Ἔταιρεία πωλήσῃ ἢ ἀλλως διαθέσῃ, τὰ ἀντικείμενα τὰ δύοις εἰσήγαγε συμφώνως πρὸς τοὺς δρους τοῦ παρόντος ἀρθρου χωρὶς γὰρ ἐπανεῖσαγγέη ταῦτα ἔξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δι-
σμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφορᾶς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἴσχυί ἐκάστοτε Νομο-
θεσίᾳ τῇ δυναμένῃ νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως
τοιαύτη εὐθυνη δὲν βαρύνει τὴν Ἔταιρειαν ἐὰν ἡ πώλησις
ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ εἰς ἄλλην τινὰ
Ἐταιρείαν, ἢ ἐργολάβον οἱ δύοιοι θὰ ἀπελάμβανον τῶν
ἰδίων προνομίων ὡς ἡ Ἔταιρεία, κατὰ τὰς διατάξεις τοῦ
παρόντος ἀρθρου.

'Αρθρογ 12

Ἐγκώριος Κατανάλωσις και Ἐξαγωγαί.

1. Τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν διὰ τὸ πρωταρχικὸν ἀντικειμενικὸν σκοπὸς τῆς παρούσης συμβάσεως εἶναι δὲ ἐφοδιασμὸς τῆς ἐγχώριου ἀγορᾶς διὰ τὴν ἐγχώριων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπολλογῆ τῆς Ἐθνικῆς Οἰκονομίας ἐκ τῆς ἀνηκήσης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. «Κατάλληλον ἀργὸν πετρέλαιον» ὡς εἰς τὸ παρόν ὑπὸ ἀριθ. 12 ἔρθρον χρησιμοποιεῖται, ἐννοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικά, τὰ σημαντικῶς διάφορον ὡς πρὸς τὸ εἰδικὸν αὐτοῦ βάρος ή ποιότητα, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἡ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων ἀπαιτουμένου ἀργοῦ, πετρελαίου, ἐξ ὧν λόγων αἱ δαπάναι λειτουργίας τοῦ ἐν λόγῳ Διϋλιστηρίου ἡ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων, πρὸς παραγωγὴν τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀπαιτουμένων τύπων. προϊόντων, θὰ ὑφίσταντο σημαντικὴν αὔξησιν μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας δι' αὐτὸν ἢ αὐτά, ἢ θὰ ἀπητείτο ἡ προσθήκη μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ πετρελαίου.

3. Μετά τὴν ὑπὸ τῆς Ἐταιρείας ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα, ὡς τοῦτο δόριζεται ἐν τῷ ἀρθρῷ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, παραγωγῆς ἀργοῦ πετρελαίου ἐν Ἑλλάδi ἢ Ἐταιρείᾳ θὰ ὑποχρεοῦται ὅπως ἐφοδιάζῃ μὲν ἐγχώριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καὶ ὁ διαθέτη πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλήξῃ ἐγχώριον ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Κρατικὸν Διϋποτήριον καὶ οἰαδήποτε ἄλλα Διϋποτήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδi ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε ἄλλου ἀναδόχου, ὑπογραφεισῶν περὶ τῆς ὑπὸ τῆς ἑταῖρείας ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλεύσιμου ἐγχώριον ἀργοῦ πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὅποιας ἔκαστον τοιοῦτον Διϋποτήριον θὰ ἔγινε ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ δόποια ἔκαστον τοιοῦτον Διϋποτήριον ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν προμηθεύη δι' ἐσωτερικὴν κατανάλωσιν.

Ο ἐφοδιασμὸς τῶν τοιούτων Διῆλιστηρίων δὶς ἀργοῦ πετρελαίου θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα καθίσταται ἐφικτὴ ἡ κατά κανονικὸν χειρόποτε σματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, παραδόσεως καὶ τῆς λειτουργίας τοῦ Διῆλιστηρίου. Ή διαχρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ πετρελαίου θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθεια διατάξεις.

4. α) "Η Εταιρεία θὰ κέντηται εἰς οιαδήποτε στρατιώτη
τὸ δικαίωμα ἐλευθέρας ἔξαγωγῆς καὶ" οἰουδήποτε τρόπῳ
καὶ μὲ οἰαδήποτε μέσα καὶ ὑφ' οἰουδήποτε δρους γίγνεται
αὕτη καθηρίσει, ἀνευ ἴδιαιτέρας ἀδείας ἀλλ' ὑπὸ τὴν συνήθειαν
ἐμπορικὴν πραστικὴν ἐκάστοτε, καὶ ἀνευ καταβολῆς τελῶν
ἔξαγωγῆς ἢ ἑτέρων φύρων, τελῶν καὶ ἐπιβαρύνσεων, πάσῃ
παραγωγῆς αὐτῆς πέραν τῶν ποσοτήτων τὰς ὅποιας ἡ Εὔ-
ρεία ὑποχρεοῦται νὰ προμηθεύῃ κατά τὴν παράγραφον 3 τοῦ
περούντος ζεύθιου καὶ νὰ παρακολοῦται τὸ ἐκ τῶν τοιούτων

έξαρχων προτὸν εἰς τὸ ἔξωτερικὸν ὡς ἐν ἀρθρῷ 13 λεπτο-
μεσώδῃ δρίζεται.

⁵ Ασκοῦσσα τὸ δικαιώματα τοῦτο ἡ Ἐταιρεία θὰ προσπαθῇ νὰ ἔχῃ ποσότητας ἀγορῶν πετρελαίου ὥπ' αὐτῆς παραγομένου καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παραγρ. 3 καθορίζουμένων, ὥπλο τὴν προϋπόθεσιν δτὶ ἡ Ἐταιρεία θὰ διαλέτη υπαλλήλους ἀγοράς διὰ τοιωτας ποσότητας.

"Οταν ή 'Εταιρεία δὲν θὰ διαθέτη τοιωτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸς τὸ 'Ελληνικὸν Δημόσιον, ὅπότε, τὸ 'Ελληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνῇ διὰ τὴν ὑπὸ αὐτοῦ ἡ τρίτων ἀγοράν τοῦ πλεονάζοντος ἀριθμοῦ εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE), ὥπο τὸν ὄρον ἔτι θὰ συμφωνηθοῦν μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας ἀμοιβαίως ἵνανοποιητικοὶ ὅροι καὶ συνθῆκαι περιλαμβανομένης τῆς διαρκείας τῶν τοιωτῶν ἀγοραστικῶν πρᾶξεων, ἐντὸς ὅμως, τῶν ἐν παραγγ. 3 τοῦ ἀριθμοῦ 6 περιοριστικῶν διατάξεων.

β) Είς περίπτωσιν καθ' ἥν ἡ Ἐταιρεία ἔξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ τῷ ἡμερολογιακὸν τριμήνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἐλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν λοιπῶν ἐγχωρίων Διύλιστηρίων, περὶ ἣν ἡ παράγορφος 9 (β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν, ἡ Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἐλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἤδιου τριμήνου, ἵσην ποσότητα ἐγχωρίου ἀργοῦ πετρέλαιου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον ὅρον τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπτραγματοποιήθησαν ὑπὸ τῆς Ἐταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἤδιου τριμήνου, ὑπὸ τὸν ὄρον (1) διὰ τὸ Ἐλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πετρέλαιον πρὸς ἥν πλείονα τῶν ἐγχωρίων Διύλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχώριον ἀγοράν, καὶ (2) διὰ ἥν πὸ τὰς παρούσας διατάξεις χορηγουμένην πρὸς τὸ Ἐλληνικὸν Δημόσιον ποσότητης ἀργοῦ πετρέλαιου θὰ λογίζεται εἰς τιμηματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἐταιρείας ὅπως προμηθεύει ἀργὸν πετρέλαιον. Τὸ Ἐλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἐγχώριον ἀργὸν πρὸς ἥν πλείονα τῶν ἐγχωρίων Διύλιστηρίων ὑπὸ ὄρους καὶ συνθήκας τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' ὃ τὸ Ἐλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιούτου ἀργοῦ πετρέλαιον δικαιώματα αὐτοῦ εἰς ἥν πλείονα τῶν ἐγχωρίων Διύλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διύλιστηρίων, ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγορὰν ἐγχωρίου ἀργοῦ πετρέλαιου θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου εἰς ἔκαστον Διύλιστηρίου μεταβιβασθείσης τοιστῆτος ἀργοῦ πετρελαίου.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμμορφωθῇ πρὸς τὰς παραγρ. 3 τοῦ παρόντος ἔρθρου καθορισθείσας ὑποχρεώ-
ταις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἔγγωρίου ἀργοῦ πετρελαίου
οὐ "Ελληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ ἄλλων ἐν τῇ
λώρᾳ Διύλιστηρίων ὑφισταμένων κατὰ τὸν χρόνον τῆς πρώ-
της ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως ἀργοῦ πετρε-
λαίου, τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν
τὴς εξασφαλίσῃ διὰ εἰς τὸ ὑπὸ τῆς Ἐταιρείας ἐν 'Ελλάδι παρα-
μενον ἀργὸν πετρέλαιον, ὑπὸ τὸν δρον διὰ τὸ τοιοῦτον
ργὸν πετρέλαιον θὰ εἶναι κατάλληλον, ἐν τῇ ἐννοιᾷ τῆς
τεχνηρ. 2 τοῦ ἔρθρου 12, θὰ δοθῇ προτεραιότης ἀγορᾶς
τοῦ ὑπὸ δόλων τῶν ἐν λόγῳ Διύλιστηρίων ἔναντι τοῦ
τοῦ ἑζωτερικοῦ εἰσαγομένου ἀργοῦ πετρελαίου. Ως πρὸς τὸ
τοῦ ἑζωτερικοῦ εἰσαγόμενον ἀργὸν πετρέλαιον τὸ
τοῦν τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἐγχώριον ἀργὸν
τρέχουσον θὰ ἔκτοπτης ἡ Ἐταιρεία η αἱ συγγενεῖς αὐτῇ
Ἐταιρεῖαι, εἰς τὴν δόποιαν ἡ τὰς δόπιας, δυνάμει οἰωνδή-
τες συμβάσεων, θέλει παραχωρηθῇ δικαίωμα εἰσαγωγῆς
τοῦ πετρελαίου, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ
κακίωμα νὰ ἐφοδιάζουν τὸ 'Ελληνικὸν Κρατικὸν Διύλιστη-
ρίον καὶ ἄλλα ἐγχώρια Διύλιστηρια μὲ εἰσαγόμενον ἀργὸν
τρέχουσον εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸ τούλαχιστον
συστὸν ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν 'Ελλάδι πο-
τήτων ἀργοῦ πετρελαίου, ὡς τὸ ἔπραττε κατὰ τὸν χρό-

νον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ὀντωταλύψεως. Ἡ Ἐπαιρεία δὲν θὰ ὑποχρεούται νὰ παράγῃ και διαθέτῃ ἐγχώριον ἀργὸν πετρέλαιον κατὰ τὰ ἐν παραγγ. Ζ τοῦ παρόντος κέρμου δριζόμενα, καθ' ὑπέρθιξιν τῶν ποσοτήτων ἡ ἀγορὰ τῶν δησίων προβλέπεται ἐν αὐτῷ.

α) Ότι, από και μετά τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ εἰς πάντα χρόνον κατὰ τὴν διάρκειαν τῶν ὑφισταμένων σήμερον συμβολαίων προ-
αγθείας ἀργοῦ πετρῶσιν καὶ πάσης παρατάσεως ἢ ὑποκα-
ταστάσεως τῶν συμβολαίων τούτων Θὰ καταβληθῇ πᾶσα
δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν ὄρων τῶν ἐν
λόγῳ συμβολαίων, πρὸς ἔξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνι-
κοῦ Κρατικοῦ Διυλιστηρίου κατὰ προτεραιότητις εἰς τὸν
κατὰ τὸ δυνατὸν συντομώτερον χρόνον, ἀγορᾶς οἰουδήποτε
ὑπὸ τῆς Ἐπικρέας παραγομένου καταλλήλου ἐγχωρίου
ἀργοῦ πετρελαίου, μέχρι τῆς διεκῆς δυναμικότητος κατερ-
γασίας τοῦ ἐν λόγῳ διυλιστηρίου.

β) "Οτι, άποκαι μετά την ήμερημήναν ἐνάρξεως τῆς
Ισχύος τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον Θάλασσαν προσπάθειαν ἵνα ἔξασφαλισθῇ εἰς τὴν ἕκτασιν
αἱ διφιστάμεναι συμβατικαὶ ὑπογρεώσεις θάλασσαν τὸ ἐπιτρέπουν
ὅτι εἰς δλας τὰς νέας συμβατικὰς ὑπογρεώσεις δικ τὴν προ-
μήθειαν ἀργοῦ πετρελαίου καὶ προϊόντων, καὶ πάστας τὰς
παρατάσεις, ἀνανεώσεις ἡ ὑποκαταστάσεις εἴτε τῶν σήμερον
ὑφισταμένων ἡ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ
πετρελαίου καὶ προϊόντων, θά περιέγγραται πᾶσα λογική καὶ
νόμιμος ἐντὸς τῶν δρίων τῆς ἔξουσίας τοῦ Ἑλληνικοῦ Δη-
μοσίου διάταξις, ἵνα ἐπιτραπῇ ἡ ὑπὸ τῶν Ἑλληνικῶν Διελι-
στηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγγωρίου ἀργοῦ
πετρελαίου, αἱ ὁποῖαι καθορίζονται εἰς τὴν παραγρ. 3 τοῦ
παρόντος δάρθρου εἰς τὸν συντομώτατον δυνατὸν χρόνον μετὰ
τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακαν ἐκμεταλλεύσεως τῆς
παραγωγῆς ἀργοῦ πετρελαίου. Ἐν τούτοις, αἱ διατάξεις τῆς
παραγρ. 6 (β) τοῦ παρόντος δάρθρου δὲν θὰ ἐφαρμόσονται
προκειμένου περὶ συμβάσεων προμηθείας προϊόντων αἵτινες
συνάπτονται διὰ χρονικὰ δικτυάμενα ἔνδος ἔτους, εἴτε διηγώ-
τερον τοῦ ἔνδος ἔτους καὶ αἵτινες ἔχουσιν ὑπογραφεῖν πρὸ τῆς
ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους
ποσότητας.

γ) Έαν παρά τὰς κατινθαλλομένας δόριστας προσποθείας του 'Ελληνικού Δημόσιου ἐμποδισθή νὰ καλύψῃ τὸν εἰς τὰς παραγ. 5 καὶ 6 ἐδάφ. (α) καὶ (β) τοῦ παρόντος ἀρθρου προ-βλεψθέντων ἀντιεισμενινών σκοπών, τῷ 'Ελληνικού Δημόσιου δὲ εἶναι οὐχί ήττον ὑποχρεωμένου ὑπας ἐξηστρατεῖση τὴν ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διῆλιστηρίου καὶ τῶν ἄλλων ἐγγυο-ίων Διῆλιστηρίων ὅγειρὸν πιστήτητος ὑπὸ τῆς 'Επικρίτικης παραγομένων κατελλήλου ὀργανοῦ πετρελαίου ἵστης πρὸς (30%) πριάκοντα τοὺς ἔκπτων τούλχυστον τῆς μυαλιάτητος κα-ειροναπίας τοῦ 'Ελληνικοῦ Κρατικοῦ Διῆλιστηρίου.

8) Ἀνεξαρτήτως τῶν ὡς ἂντι εἰς τὴν παρούσιαν περάγγη,
ἢ ἀναφερομένων, ἢ Ἐπικρεία δὲ οὐκ ἔχῃ οὐνδήποτε δικαιώματος
τέτοιος ἐκ τοῦ Νόμου, εἴτε καθ' οἰονδήποτε τρόπουν προσῆπτον
ἢ τῶν ὄρων τῆς παρούσης συμβάτων, διποτε παρεξβάλην
νοτιθήτω η ζητηθεῖτο τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν
ἢ οὐδέποτε τρόπουν μεταβολῆν τῶν ὄρων τῶν
συμβάσεων τοῦ Δημοσίου τὸν συγεινόν μὲ τὴν ποικιλθειαν
οργοῦ πετρελαίου, ἢ πετρελαιωτιδίου προσδόκησην, ἢ μὲ τὴν
δρυσιν Διόλυστηρίου ἐν τῇ γράφῃ, τῶν συναρθμεισιν μέχρι¹
ἢ τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἢ τοιούτων συμ-
βάσεων ἃς τὸ Ἑλληνικὸν Δημόσιον τυγχάνει οὐκ συνάψῃ εἰς τὸ
ἔλλον πρὸ τῆς ἡμερομηνίας καθ' ἣν ή Ἐπικρεία οὐκ ἀνεγρεί-
ται εἰς τὸ Ἑλληνικὸν Δημόσιον ὅτι ἡνεκάνθιτες οικτάλληλοι
οργοὶ πετρέλαιον εἰς ἐμπορευσίμους ποισθήτησε, ἢ μετὰ τὴν
μισθίην ἡμερομηνίαν καθ' ἓντος τὸ Ἑλληνικὸν Δημόσιον
ορθόλεπε τὴν χρησιμοποίησην ἕπει τῶν Ἑλληνικῶν Διόλυ-
τηρίων τῶν ποσοτήτων τοῦ τοιούτου ἀργοῦ πετρελαίου τοῦ
αρχιθέντος καὶ παρακλιθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον

μέχρι τού ἀνωτάτου δρίου τῶν ὑποχρεώσεων τῶν ὁρίζομένων εἰς τὴν παροῦσαν παράγραφον 6.

7. 'Ἐφ' ὅσον ὑπάρχουν καὶ ἔτεροι παραγωγοὶ καταλήλου ἀργοῦ πετρελαίου ἐν 'Ἐλλάδι εἰς οἰονδήποτε χρόνον κατὰ τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς 'Ἐταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ 'Ἐλληνικοῦ Δημοσίου νὰ δέχηται κατὰ προτεραιότητα τὴν ἀγορὰν τοῦ ὑπὸ τῆς 'Ἐταιρείας ἐν 'Ἐλλάδι παραγμένου καταλήλου ἀργοῦ πετρελαίου, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς 'Ἐταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλήλου ἀργοῦ πετρελαίου ἐν 'Ἐλλάδι παρ' ὅλων τῶν παραγωγῶν.

8. 'Ἐὰν τὸ 'Ἐλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν 'Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, δτὶ τὸ ὑπὸ τῆς 'Ἐταιρείας παραγόμενον ἀργὸν πετρέλαιον εἶναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ 'Ἐλληνικὸν Κρατικὸν Διϋλιστήριον ἢ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διϋλιστήρια, τότε, ἡ ὑποχρέωσις τοῦ 'Ἐλληνικοῦ Δημοσίου νὰ ἐξασφαλίζῃ προτεραιότητα ἀγορᾶς ἔγχωριον ἀργοῦ πετρελαίου ὑπὸ τοῦ 'Ἐλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων καὶ ἡ ὑποχρέωσις τῆς 'Ἐταιρείας, δπῶς προμηθεύῃ εἰς τὰ ἐν λόγῳ Διϋλιστήρια ἔγχωριον ἀργὸν πετρέλαιον, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως διὰ τῆς δόποιας θὰ καθίστατο δυνατὴ ἡ ἐπίτευξις τοῦ εἰς τὴν ὁώς ἀνω παράγρ. 1 τεθέντος πρωταρχικοῦ σκοποῦ. 'Ἐὰν δὲν καταστῇ δυνατὴ ἡ ἐπίτευξις τοιαύτης ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως, τότε, αἱ ὁώς ἀνω ἀναφερόμεναι ἀντίστοιχοι ὑποχρέωσεις 'Ἐλληνικοῦ Δημοσίου καὶ 'Ἐταιρείας θὰ τερματισθοῦν, μέρις δτού τοιούτον ἀργὸν πετρέλαιον ἢ ἀλλον ἀργὸν πετρέλαιον παραχθησόμενον ὑπὸ τῆς 'Ἐταιρείας ἐν 'Ἐλλάδι, καταστῇ κατάλληλον πρὸς χρήσιν εἰς τὸ 'Ἐλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ Διϋλιστήρια, ὑπὸ τὸν δρὸν δύως, δτὶ τὸ 'Ἐλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ 'Ἐλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ ἐν 'Ἐλλάδι ὑπάρχοντα Διϋλιστήρια, δπῶς ἀγοράζουν τὸ τοιούτον ἀκατάλληλον ἀργὸν πετρέλαιον μέχρι τοῦ σημείου, κατὰ τὸ δόποιον θὰ δύναται νὰ χρησιμοποιήθῃ τοῦτο εἰς τὰ Διϋλιστήρια μὲ τὴν προϋπόθεσιν δτι εἰς τὴν προκειμένην περίπτωσιν ἡ λειτουργία τῶν εἰρημένων Διϋλιστηρίων νὰ μῇ καταλήξῃ εἰς οἰανδήποτε ταλαιπωρίαν τῶν. 'Ἐπιπροσθέτως, τὸ 'Ἐλληνικὸν Δημόσιον συμφωνεῖ δπῶς ἐπεκτείνῃ τὴν πληροφορίαν συνεργασίαν του ὑπὸ μορφὴν πρωθήσεως τῆς χρησιμοποιήσεως τοῦ τοιούτου ἀκατάλληλου ἀργοῦ πετρέλαιου δως ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν 'Ἐλλάδι.

9. α) Πρὸ τὴς ἡ 'Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ 'Ἐλληνικὸν Κρατικὸν Διϋλιστήριον καὶ οἰονδήποτε ἔτερον ἐν 'Ἐλλάδι ὑπάρχον Διϋλιστήριον, νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς 'Ἐταιρείας ἐν 'Ἐλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς 'Ἐταιρείας, ἡ δὲ τιμὴ αὗτη θὰ είναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος δρὸς τῆς δεδηλωμένης τιμῆς ἡ τιμῶν, ὡς αὕτη παρουσιάζονται εἰς τὸ Platts Oilgram ἢ ἄλλα παρόμιο δημοσιεύματα, τοῦ ἀργοῦ πετρέλαιου εἰς Σιδῶνα καὶ Τρίπολιν, τοῦ Λιβύου Βανιας, τῆς Συρίας καὶ τῆς Λιβύης, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) "Οταν ἡ 'Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν 'Ἐλλάδι δεδηλωμένην (Posted) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς, ἡ τιμὴ εἰς ἣν τὸ 'Ἐλληνικὸν Κρατικὸν Διϋλιστήριον καὶ ἀλλα ἐν 'Ἐλλάδι ὑπάρχοντα Διϋλιστήρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη τιμὴ (POSTED PRICE). Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπὸ δψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἐκεῖνον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ὑπὸ δψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἔξαγομένου ἀργοῦ πετρέλαιου.

10. Αἱ πληρωμαὶ τοῦ 'Ἐλληνικοῦ Δημοσίου πρὸς τὴν 'Ἐταιρείαν ποσῶν ὄφειλομένων διὰ προμηθεύσεων ὑδρογονάνθρακας θὰ γίνωνται ἐντὸς ἔξηκοντα (60) ἡμερῶν ἀπὸ τῆς

ἡμερομηνίας τῆς ὑπὸ αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογισμοῦ. 'Ἐὰν ἡ 'Ἐταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξηκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ 'Ἐλληνικοῦ Δημοσίου λήψεως τοῦ σχετικοῦ λογισμοῦ, ἡ 'Ἐταιρεία δύναται, ἀνευ βλάβης οἰωνδήποτε νομίμων δικαιωμάτων της, νὰ συμψήφιζῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἄλλα ποσά, τὰ δρόπια θὰ ἐκαλεῖτο ἡ 'Ἐταιρεία ὑπὸ τοῦ 'Ἐλληνικοῦ Δημοσίου ἄλλως, δπῶς καταβάλῃ.

11. 'Ἐὰν ἡ 'Ἐταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἐκμεταλλεύεται ἐν 'Ἐλλάδι οἰουσδήποτε σωληναγωγούς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ ἡ ἀγωγούς ἀερίων, τὸ 'Ἐλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν 'Ἐταιρείαν νὰ μεταφέρῃ τὸ ὑπὸ αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν πετρέλαιον καὶ ἡ φυσικὸν ἀερίων, μέσω τῶν τοιούτων ἀγωγῶν ἀργὸν πετρελαίου καὶ ἡ ἀγωγῶν ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ του χώρου, εἴτε μέχρι οἰουσδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγοράνησης δόου. 'Ἡ μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς 'Ἐταιρείας εἰς τιὴν κόστους πλέον 10 %. 'Ἡ παροῦσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται διὰ ὑποχρέωσις τῆς 'Ἐταιρείας νὰ καταπιεύσῃ οἰουσδήποτε σωληναγωγούς ἀργοῦ πετρελαίου ἡ ἀγωγούς ἀερίων ἡ οἰασδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν δσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἰδιοκτησίαν της ἡ καὶ ἡ ὑπὸ ἐκμετάλλευσιν, οὔτε νὰ ἀνεγέρῃ οἰασδήποτε προσθέτους ἐγκαταστάσεις σχετικάς πρὸς τοιούτους σωληναγωγούς ἡ ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἐκτὸς ἐὰν εἰς τὸ μέλλον ἐπέθῃ ἀμοιβαίας ἵκανοποιητικῆς συμφωνίας πρὸς τοῦτο μεταξύ της καὶ τῆς 'Ἐταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθροῦ καθορίσμοι τῆς εἰς δραχμὰς τιμῆς τοῦ ἀργοῦ πετρελαίου, αἱ ἐφαρμοστέαι τιμαὶ διεθνοῦς ἀγορᾶς καὶ αἱ διαπάναι μεταφορᾶς ἐφ' δσον διετυπώθησαν εἰς ἔξωτερον συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παραγ. 8 τοῦ ἀρθροῦ 13 δριζόμενα εἰς τὸ ἰσότιμόν των εἰς δραχμὰς μὲ τὸν μηνιαῖον μέσον δρον τῶν ἡμεροήσων τιμῶν συναλλάγματος, εἰς τὰς δόποιας ἡ 'Ἐταιρεία δικαιοῦται νὰ ἀγοράζῃ ἔξον συνάλλαγμα παλαιότερον τῆς καὶ κατὰ τὸν ἀκόλουθον τρόπον:

"Αρθρον 13.

Συνάλλαγμα Ἐξωτερικοῦ.

1. 'Ἐφ' δσον ἡ 'Ἐταιρεία δὲν θὰ πραγματοποιῇ ἔσοδο ἐν τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἀρθρον 12, αἱ ἐγχώσιαι κατὰ τὴν παροῦσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶν ὑπὸ τῆς 'Ἐταιρείας διὰ τῶν εἰς ξένον συναλλάγματος πεφαλαίων τῆς καὶ κατὰ τὸν ἀκόλουθον τρόπον :

α) Διὰ τῆς μετατροπῆς εἰς δρχ. (Greek Currency) μέσῳ Τραπεζῶν ἡ προσώπων ἐπισήμως ἔξουσιοι διοικητοί της τοῦ ἀργοῦ πετρελαίου πράξεις εἰς 'Ἐλληνικάς δρχ. καὶ ξένον συναλλάγματας δολλαρίων H.P.A. η ξένον συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολλάρια H.P.A. εἰς ποσότητας ἐπαρκεῖς διὰ καλύψωσι τὰς εἰς δρχ. δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν πρὸς τὸ 'Ἐλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς καὶ ἡ μισθώσεως εἰς τὸ ἔξωτερον διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος καὶ τῆς ἐλευθέρως εἰς καὶ ἀπεριορίστου εἰςαγωγῆς καὶ ἡ χρησιμοποιήσεως εἰς τὴν 'Ἐλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἰωνδήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτουμένων ὑπὸ τῆς 'Ἐταιρείας διὰ τὰς εἰς δρχ. ποσότητας εἰς τὴν ἐργασίαν περὶ δων η παροῦσα σύμβασις.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ 'Ἐταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητὰς ὑποχρεώσεις πετρελαίου τῆς διὰ τὰς ἐργασίας τῆς ἐν 'Ἐλλάδι, συμπεριλαμβανομένων τῶν μορίων πληρωμῶν πρὸς τὸ 'Ἐλληνικὸν Δημόσιον, ὑπὸ τὴν εἰς δρχ. στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐπ τῶν εἰς δρχ. ἔσόδων τῶν ἀποκτωμένων ὑπὸ τῆς 'Ἐταιρείας ἐκ τῶν κατὰ τὸ ἀρθρον 12 εἰς τὴν ἔγχωριον ἀγορὰν πωλήσεων.

"Οταν τὰ εἰς δρχ. ἔσοδα τῆς 'Ἐταιρείας ὑπερβαίνουν τὰ εἰς δρχ. ἀνάγκας τῶν ἐργασιῶν εἰς μετρητά, ἡ 'Ἐταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερον τὰ τοιαῦτα πε-

νέσματα τὰ προερχόμενα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θά γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δρχ. εἰς δολλ. Η.Π.Α. καὶ ἡ, κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς ἔτερον συνίλληγμα μετατρέψιμον εἰς δολλ. Η.Π.Α. Ἡ Ἐταιρεία ἐν τούτοις δικαιοῦται ὡσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δρχ. πλεονάσματά της ἡ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐνίσκους καταβέσεις ἢ χρεώγραφα ἢ οἰανδήπετα ἔτερον ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαποὺς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἴσχυοντας Νόμους, μὴ ἐφαρμο-ζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἑκάστοτε ἴσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων νομίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι, ὡς καὶ τῶν τοιούτων περὶ δεσμεύ-σεως ὄμοιοιγιῶν καὶ μετοχῶν ἢ ἔτερων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχάς Ἐταιρειῶν θά υπόκεινται εἰς ἣν ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, ἥτις ἔγκρισις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

3. α) Η Έταιρεία θὰ δικαιοῦται ώσαύτως νὰ παρακρατῇ εἰς τὸ ἔξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προΐόν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δραχμάς ἀναγκῶν διὰ τὰς ἐργασίας τῆς Έταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταῦτας ἐνδεικτικῶν τοῦ προϊόντος ἐξ ἐκδόσεως μετοχῶν (Stock) δανείων οἰασδήποτε μορφῆς καὶ ἄλλων προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἔξωτερικὸν πωλήσεων ὑδρογονανθράκων, κατὰ τὸ ἥμισυ 12 η ἐξ ἄλλων πηγῶν ὡς καὶ πλεονασμάτων εἰς δραχμάς μεταφερθέντων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου.

β)' Αντιθέτως, έάν τὰ εἰς δραχμὰς ἔσοδα ἐκ τῆς ἐγχωρίου παλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας της ἀναγκῶν εἰς δραχμὰς τότε ἡ Ἐπαιρεία θὰ μετατρέπῃ εἰς δραχμὰς μέσω Τραπεζών ή προσώπων νομίμως ἔξουσιοδοτημένων διπλως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα, δολλάρια Η.Π.Α. ή ξένον συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α. εἰς ποσό τητας ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἐργασίας της εἰς δραχμὰς ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ στοιχεῖον (β) ὡς ἀνω
διπτέζεων τῆς παρούσης παραγράφου 3, τὸ Ἐλληνικὸν Δημό-
σιο θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα
πιάλια γμα μὴ ἐλαυθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α.
ὑπὸ τὸν δρόν τοι.

I. Τοιούτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ύδρογονθέσκων ἔξαχθέντων ἐξ Ἑλλάδος.

II. "Η Εταιρεία δύναται νά διατηρήσῃ ή νά αυξήσῃ τον έγκρον των έξαγωγών της έστω αύτη ἀπήτε πληρωμής δόλαρ. Η.Π.Α. ή άλλο συνάλλαγμα ἐλευθέρως μετατρέψων εἰς δολλ. Η.Π.Α.

III. Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ
ἢ γρηγοριοποίησιν τοιούτου συναλλάγματος οἰκονομικῶν
διυκτήν, βάσει τῶν ἴσχυουσῶν κατὰ τὸν χρόνον ἐκεῖνον
διεθίνην συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὡς σάύτως ὅτι ἡ παρακράτησις ξένου συνίλληγματος εἰς τὸ ἔξωτερικὸν συμφώνως τῷ παρόντι ἀρθρῷ
ἢ καθιστᾷ εἰς τὴν ἐταιρείαν δυνατήν τὴν κάλυψιν πλήρως,
τῶν βάσει τῆς παρούσης συμβάσεως εἰς συνάλλαγμα διπλῶν,
ἢ τοῦ περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἡ μισθώ-
σιν μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν
πάσης φύσεως ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς βάσεις
τῆς παρούσης συμβάσεως ἐργασίας αὐτῆς.

Δια τὴν ἐφαρμογὴν τῆς παρούσης συμβάσεως πλεονεκτά εἰς δραχμὰς τῆς Ἐπαιρείας ἐκ τῶν ἀναγκῶν της εἰς περιπτώσεις διὰ τὰς ἔργασίας της εἰς δρ. καὶ πλεονάσματα πληκτίων εἰς δραχμὰς θά νοοῦνται ως σημαίνοντα πᾶν ποσὸν δραχμῶν μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιπροθέσμων δραχμῶν ὑποχρεώσεων τῆς Ἐπαιρείας ἐντὸς τῶν ἐπομένων επικουντα (30) ἡμερῶν διὰ τὰς ἐγχωρίους ἀνάγκας ἔργασίας, στρεμματικῶν φόρων, φόρων, μισθωμάτων καὶ ἔτερων εἰς δραχμὰς ὑποχρεώσεων.

6. Η Τράπεζα της Ελλάδος θὰ θέτη εἰς διάθεσιν τῆς Έταιρείας μέσω Τραπεζών ή προσώπων έξουσιοδοτημένων δι' ένέργειαν πράξεων εἰς δραχμάς καὶ ξένον συνάλλαγμα εἰς δολλ. Η.Π.Α. ή ἄλλων μετατρεψίμων εἰς δολλ. ΗΠΑ νομιμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Έταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἐξ Ελλάδος τῶν εἰς δρχ. πλεονασμάτων. Τὸ τοιοῦτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Έταιρείας ἀμέσως καὶ ἀνεύ καθιεύστερήστερων ὑπόταυ λητεῖται ἐπὶ τῇ βεβαιώσει τῆς Έταιρείας δτι, ή αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν αὐτῆς εἰς δραχμάς τῶν ἐπομένων τριάκοντα (30) ήμερῶν. Η Έταιρεία πρὸς τούτους ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ελλάδος ή τοὺς έξουσιοδοτημένους ἐκπροσώπους αὐτῆς (Agents) ἔθδομαχδιαίως καὶ μηνιαίως καταστάσεις ἀναγκαῖς εἰς τὴν Τράπεζαν τῆς Ελλάδος ή τοὺς ἐκπροσώπους αὐτῆς (Agents) πρὸς ἔξακριβωσιν δτι ή μεταφορὲ κεφαλαίων ή πραγματοποιηθεῖσα ὑπὸ τῆς Έταιρείας κατὰ τὴν ἀντίστοιχην περίοδον, ἀποτελεῖ μεταφορὰν δραχμῶν πλεονακουσῶν κατὰ τοὺς δρούς τῆς παρούσης συμβάσεως.

7. Ἐάν ή Ἐταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰνοδήποτε κινητὸν ή ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσκυθὲν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ή Τραπέζῃ τῆς Ἑλλάδος ή καθότι θέτη ἀμέσως καὶ ἀνευ καθιστερήσεως εἰς τὴν διάλιτσιν τῆς Ἐταιρείας μέσω Τραπέζης ή μέσω ἐντεταλμένων προκτηρῶν ἔξουσιοδοτημένων νὰ ἐνεργοῦν πρᾶξεις εἰς δέρη, ή ἔξοντα συνάλλαγμα, ποσὸν εἰς Δολ. Η.Π.Α. ἀντιστοιχῶν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α. Πρὸς τὸν σκοπὸν τῆς διεκπεραύσεως τῶν ἐργα-
τιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβοσιν ἡ Ἐπι-
ρεῖα θὰ διαισθίηται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα
μέσω οἰασδήποτε Τραπέζης ἢ Πράκτορος νομίμως ἔξου-
σιοδοτημένου νὸν ἐνεργῆ πράξεις εἰς δραχμὰς καὶ ξένον
συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγότερον
εὐνοϊκὴν τῆς ἴσχυούστης γενικῶς δἰ ἑτέρκαι ἐπιγειρθεῖσις
κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαῦτη τιμὴ συναλλά-
γματος θὰ περιλαμβάνῃ πᾶν *περίλιμ* συναλλάγματος ἐπιβα-
ρύνσεις, διαφορὰν ἐπὶ ἔλαττον (*Agios*) φόρους συναλλά-
γματος καὶ μεσιτείας οἰασδήποτε φύσεως τυχὸν ἐπιτρεπομέ-
νας ἢ ἐπιβάλλομένας παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ
ἀποτελούσας πραγματικὰς δικόνας ἀγορᾶς ἢ πωλήσεως
συναλλάγματος δἰ ἐμπορικὰς ἐπιγειρθεῖσις.

β. Συμφωνεῖται περαιτέρω ότι έπει το 'Ελληνικόν Δημόσιον ήθελεν σύστημα διαφορικῶν τιμῶν συνάλλαγμάτος ή σύστημα πολλαπλῶν Primes ἔχοντος καὶ ἐπιτιθεμένων εἰσαγωγῶν, τότε η τιμὴ συνάλλαγμάτος εἰς τὴν δύο λόγον ή 'Εταιρεία θὰ δύναται νὰ ἀγοράξῃ καὶ νὰ πωλήσῃ έξιν συνάλλαγμα δὲν θὰ εἶναι ἐπίσης διηγότερον εἰνοῦν, ἥπο τὸν σταθμιζόμενον μέσον ὅρου (Weighted Average) τῶν πραγματικῶν (Effective) τιμῶν συνάλλαγμάτος νομιμώς πραγματοποιούμενων ὑπὸ Κῆλων ἐπιγεινότων, εἴς ἕναν γάρ ουτανόν μεταλλευμάτων εἴς 'Ελλάδης.

Τοιούτος σταθμιζόμενος μέσος ήρως (Weighted Average) θά υπολογίζηται δίνει καθυστερήσεως, και ένα ζώνταρη προσωρινής βάσεως και η τιμή θα κρατήσει δύση τη διανομή των τρέχουσα χρησιμοποιουμένων ως βάσεων την τελευταίων άπαρχουσών έμπορικων στατιστικών η ένα ζώνταρη προσωρινών ύπολογισμών διά την άξεινη εξαγωγής έκπτωτης εκτυγχούσας μεταλλευμάτων.

9. Πρὸς τὸν σκοπὸν τῆς τηρίσεως τῶν βιβλίων καὶ λογικῶν αισθημάτων ἔτινα ἡ Ἐπαυρεῖα τυχόν τηρεῖ εἰς Ἐλληνικὸν νόμον μα τὴν Ἑπαυρεῖα διὰ τὰ λογιστικὰ βιβλία τῆς μόνον θὲται πατέρετη ἀπόδοσις τὰς διπλάνως, ἐπιβράχυνσις καὶ διπλανώσις τῆς, ὡς καὶ τὰ εἰς ζένον συναλλαγματικά ἔσοδά της ἢ προεργάμενα ἀπὸ ποικίλοις εἰς τὰ ἔξωτεροιν καὶ ἄλλαις γηγάρας, εἰς τὴν εἰς δργ. Ιστορίμιν τῶν, καὶ εἰς τηλῆν οὐ ζένον συναλλαγματος ὡς καθοδέσται κύτη ἐν τῇ προγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἁζθερου, εἰς ἣν ἡ Ἐπαυρεῖα δικαιοῦται νὰ ἀγοράζῃ δρχυμάς διὰ ζένον συναλλαγματος τὴν ἡμέραν καθ' ἣν ἑκάστη πρᾶξις καταχωρεῖται οινώς εἰς τὰ βιβλία τῆς Ἐπαυρείας.

10. Έδν καὶ δόπτον ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολ. Η.Π.Α. αἱ τιμαὶ συναλλάγματος τῶν δολ. Η.Π.Α. ὡς καθορίζεται ἐν παρ. 12 τοῦ ἀρθρου 12 ὡς καὶ ἐν τῇ διὰ ἡμέραν παρ. 9 τοῦ παρόντος ἀρθρου θὰ πιστοποιούνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ζένης Τραπέζης τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέα τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταῦτης θὰ εἰναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παρ. 8 τοῦ παρόντος ἀρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέᾳ Κύρκῃ κατὰ τὸ τέλος τῆς ἐργασίου ἡμέρας διὰ τὴν δοπιανής τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ζένα νομίσματα θὰ χορηγούνται κατόπιν αἰτήσεως ἑκάστου τῶν συμβαλλομένων μερῶν, μέσω Ἑλληνικῶν ἢ ζένων Τραπεζῶν ἀμοιβαίων ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

"Ἀρθρον 14.

Λοιπαὶ Ὑποχρεώσεις τῆς Ἐταιρείας.

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

2. Ἡ Ἐταιρεία θὰ ὑποβάλῃ εἰς διπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίς καὶ ἐτησίαις ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

Ἐπεξηγηματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀποιλιθώματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὅδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνούμενου διὰ ἀρμόδιοι ἔξουσιοι διατάξεις τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὑλικὸν δι' ἴδιαν αὐτοῦ χρῆσιν, ἡ Ἐταιρεία θὰ συμμορφούται πρὸς τὸ αἰτήμα τοῦτο ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ προσθέτους ἀσυνθετίας διαπάνας διὰ τὴν Ἐταιρείαν καὶ δὲν καθυστερεῖ ἡ ἐμποδίζει τὰς ἐργασίας τῆς καθ' οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἔξυπηρετήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἔρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν Ἑλλάδα, ἡ Ἐταιρεία ὑποχρεούται νὰ ὑποβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς τριπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα, προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων τῶν πληροφοριῶν καὶ ἐρμηνειῶν ἀπὸ τὴν Ἐταιρείαν καὶ ἡ τοὺς ἐργολάβους ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις διὰ πασαὶ αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὁντικές καὶ τῶν διὰ αὐτῆς ἐλεγχούμενων καὶ συνεργάζομένων Ἐταιρειῶν καὶ οἰαδήποτε συμπεράσματα καὶ ἐρμηνεῖαι κτώμεναι ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Ἐταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ διανοούνται εἰς τὸ Ἑλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἐταιρείας.

Διὰ τῶν λέξεων πλήρης ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα νοοῦνται τὰ κάτωθι :

α.) Διὰ τὴν σεισμικὴν ἔρευναν :

.. Πλήρης σειρὰ σεισμικῶν τομῶν χρόνου (Seismic Time Sections) δι' ὅλα τὰ μετρηθέντα σεισμικὰ προφίλ (Seismic Profils).

ii. Πλήρης στοιχεῖα τῶν μετρήσεων προσδιορισμοῦ ταχυτήτων διὰ τῆς μεθόδου διαχλάσσεως (Velocity Determination by Refraction Method).

iii. Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ίδιαιτέρως δι' ἕκαστον συνεχῆ δρίζοντα χωρτῶν ἵσοχρόνων καμπυλῶν (Map of Isochrones for Each Continuous or Phantom Horizon).

iv. Τεχνικαὶ ἐκθέσεις περὶ τῶν ἐπὶ τόπου τῶν ἐργῶν κρησμοποιηθεισῶν μεθόδων.

β.) Διὰ τὴν γεωτρητικὴν ἔρευναν :

i. Ἐβδομαδιαῖον δελτίον προόδου γεωτρητικῆς ἐργασίας.
ii. Στρωματογραφικὴ καὶ λιθολογικὴ τομαὶ τῶν γεωτρήσεων (Stratigraphical and Lithological Log of Drill-Holes).

iii. Συνεχὴς σειρὰ δειγμάτων τῶν γεωτρήσεων (Cuttings).

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

Τὰ ἀντίγραφα τῶν ἔγγραφων (Copies of Recordings) διὰ τὰς ἀκολούθους μετρήσεις ἐντὸς τῶν γεωτρήσεων (διὰ διας ἐξ αὐτῶν θήσεων ἐκτελεσθῆ)) :

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

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

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

4. Ἔγγραφὴ ταχύτητος σεισμικῶν κυμάτων (Velocity Logging).

5. Ἔγγραφὴ Lateralog-Microlaterolog.

6. Ἔγγραφὴ κλίσεως καὶ παρατάξεως στρωμάτων (Dip-strike Logging).

4. Ἡ Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ αὐτῆς διὰ σχῆματος φρέσατα, τὴν ἔναρξιν καὶ συμπλήρωσιν τῶν ἐργασῶν γεωτρήσεως ἡ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακλήσεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς ἥνῳ ἐν παραγράφῳ 2 ὑποχρεώσεως ὑποβολῆς τριμηνιαίων καὶ ἐτησίων καταστάσεων.

5. Οἰκονομικαὶ ἐκθέσεις τῆς Ἐταιρείας ὑποβάλλονται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περίοδου.

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἔξουσιοι διατάξεις τοῦ Ὑπηρεσίων θὰ δικαιούνται νὰ ἐπιθεωροῦν, κατὰ λογικὰ χρονικὰ διαστήματα μετὰ προηγουμένην εἰδοποίησιν, τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἐταιρείας, κατὰ τρόπον ὅμως μὴ παρακαλώντα τὰς ἐργασίας τῆς Ἐταιρείας, πέμπτον σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἔγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς Ἐταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσι γνῶσιν τῶν λεπτομερεῖῶν τῆς προόδου τούτων. Αἱ ἐπισκέψεις αὕται θὰ λαμβάνουν χώραν κατὰ τρόπου ὃςτις νὰ μὴ παρακαλώνται αἱ τρέχουσαι ἐργασίαι τῆς Ἐταιρείας.

7. Ἐξαιρέσει γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ συνολικὸν βάθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρέσατων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχὴν τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν της θεωρῆς πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθέσεις καὶ διαβιβάζομένων ὑπὸ τῆς Ἐταιρείας ὡς ἐμπιστευτικά, ἐπειδὴ ἡ Ἐταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἔγγραφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὡρισμένην τινὰ πληροφορίαν ὅπτι ἀπαλλάσσει τοῦτο τῆς ὑποχρεώσεως ταύτης.

Κατ' ἔξαιρέσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τούτην πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τῶν ἑτέρους σκοπούς, τὰς ἐπιστημονικὰς τεχνικὰς στοιχεῖας καὶ πληροφορίας, παρεχομένας πρὸς τοῦτο ὑπὸ τῆς Ἐταιρείας, τρία (3) ἐτη μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἐταιρείας, ἐν σχέσει πρὸς ὡρισμένην ἐρευνητικὴν περιοχὴν ἡ παραχωρήσην εἰς ἣν ἀναφέρονται τὰ στοιχεῖα τέτοια ἡ ἀμέσως μετὰ τὴν λήξιν τῆς παρούσης συμβάσεως.

Ἡ Ἐταιρεία δὲν θὰ ἀρνήσει ἀδικαιολογήτως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισιν τῆς διὰ τὴν δημοσιεύσην τὴν γνωστοποίησην εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν

δημοσιεύσεως ή δόλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθοριζομένων χρονικῶν δρίων, εἰδίκων τμημάτων ἐκ τῶν παρὰ τῆς Ἐταιρείας δοθεισῶν πληροφοριῶν ἐκεῖ κατὰ τὴν κρίσιν τῆς Ἐταιρείας τοῦτο δύναται νὰ γίνῃ ἀνεύ ζημίας τῶν συμφερόντων αὐτῆς.

”Αρθρον 15.

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

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ ἀνεύ ἀποζημιώσεως τινὸς καὶ κατόπιν ἐπιφρίσεως τοῦ Ἑλληνικοῦ Δημοσίου, ἐδάφῃ ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ ὑδάτα καὶ λατομικοὺς χώρους μὴ μεμισθωμένους, ἄτινα εἴναι ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν, ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐάν οἱ ἀναγκαιούντες χῶροι ἀνήκωσιν εἰς ἴδιωτας ἢ ἔτερα νομικὰ πρόσωπα ἢ κατάληψις τούτων θὰ πραγματοποῆται βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιούσαι διὰ τὰς ἔρευνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ἰδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περικλειουσῶν ὑπόγεια ὑδάτα, ἐπιφανειακὰ ὑδάτα ἢ πηγάς, θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἐταιρείας.

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

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ἰδιοκτῆται ἢ κατοχοὶ ἀγροτικῶν ἢ ἀστικῶν ἀκίνητων ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογέιων σωληνῶσεων μεταφορᾶς ὑδρογονανθράκων ἢ καὶ ὅπου ἡ ὑπόγειος τοποθέτησις δὲν εἴναι ἐφικτὴ ἢ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν σωληνῶσεων. Προσέτι οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαῖαν ἐργασίαν, διὰ τὴν κατασκευὴν, χρῆσιν, συγτήρησιν ἢ ἐπισκευὴν τῶν σωληνῶσεων τούτων. Ἐφ' ὅσον ἐπὶ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἐταιρείας βλάπτεται ἢ ἰδιοκτησία ἢ τὸ δικαίωματα Δήμων, Κοινοτήτων, ἰδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων ἔξαιρέσει τῆς ἰδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἀποζημιώσις καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἐκάστοτε ἵσχουσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συντίνηται κατὰ τὰς ἰσχυούσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἐταιρείας τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Τῇ Ἐταιρείᾳ δικαιοῦται προσέτι νὰ ποιῆται χρῆσιν τῆς τοῦ τὰς οἰκείας διατάξεις τοῦ A.N. 1540/1938 ἀρθρον 12 καὶ τοῦ A.N. 2344/1940 περὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἑτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωῶν λιμένων, προκυμαιῶν καὶ δρόμων ἀναγκαιούντων δὲ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων τόσου ἐπὶ τῶν προβλητῶν, προκυμαιῶν καὶ δρόμων, ὃσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τῶν Ἀρχηγείων Στρατοῦ καὶ Ναυτικοῦ τὴν δόπιαν δὲν θὰ δύνανται νὰ φρησθοῦν ἀνεύ σοβαρῶν λόγων.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς Ἐταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων τῆς βάσει τῆς παρούσης συμβάσεως, ὁφειλόμενοι εἰς ἔλλειψιν ἀπαρατήτου διὰ τὰς ἐργασίας ἐνεργείας ἢ ἀδείας οἰαστήποτε Κρατικῆς Ἀρχῆς ή τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προστησῆς ἐνεργείας ἐκ μέρους τῆς Ἐταιρείας θὰ θεωρῆται

ἀνωτέρα βίᾳ, συνεπιφέρουσα καὶ ἀπάσχει τὰς συνεπείας τῆς ἀνωτέρας βίᾳς.

”Αρθρον 16.

Χρησιμοποίησις ἐργολάβων.

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας συμφώνως πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωλογικῶν καὶ γεωφυσικῶν ἔρευνῶν καὶ τῶν ἐν γένει γεωτρήσεων, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλήρες κείμενον ὃλων τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, ὃς ἐν προηγουμένῃ παραγράφῳ 1, θὰ ἀνακοινωθεῖ ὑπὸ τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἀρθρῶν 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ὡς ἄνω ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἀρθρου 13 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ὅλοδαπαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβάλλομεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς Ἐταιρείας, κατὰ τὴν διάρκειαν οἰασδήποτε διαγειριστικῆς περιόδου, θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνων πρὸς τὰ ἐν ἀρθρῷ 3 τῆς παρούσης συμβάσεως ὥριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς Ἐταιρείας ἐργασία θὰ θεωρῆται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἔννοιαν τῶν ἀρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία ὑπέχει οὐγ. ἥττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσχει τὰς ἐν τῆς παρούσης συμβάσεως εὐθύνας.

”Αρθρον 17.

”Απασχόλησις Ἑλληνικοῦ καὶ ξένου προσωπικοῦ.

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, διευθύνον, τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ Ἑλλήνων ὑπηρόων εἴτε περὶ ἀλλοδαπῶν, οἷον ἡθελει καταβάλλομεναι διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἕκδοσιν ὀδειδόν, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω ἐν παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας, ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἥτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀποσχοληθησομένου προσωπικοῦ. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ὀδειδόν θὰ ἀνακοινωθεῖ τῇ Ἐταιρείᾳ.

3. Τὸ ἀλλοδαπὸν προσωπικόν τῆς Ἐταιρείας θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φέρου εἰσοδήματος μετὰ μόνιμον συνεχῆ διαμονῆς ἐξ (6) μηνῶν ἐν Ἑλλάδι, μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ο φορολογητέος μισθός, εἴτε καταβλήθεις ἐν Ἑλλάδι εἰς δρχ. εἴτε εἰς τὸ ἔξωτερικὸν εἰς ξένον συνάλλαγμα θὰ είναι ἐκεῖνος δ ὅποιος θὰ φέρεται εἰς τὰ βιβλία τῆς Ἐταιρείας.

Ἐπὶ πλέον οἱ ὑπόλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ N. 1413/1950, κωρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἐλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω δικαιονή τοῦ ἀλλοδαποῦ ὑπολλήλου ἐν Ἑλλάδι θὰ κρετεῖται ἀπό τῆς ἡμερομηνίας χορηγήσεως ἀδείας διαμονῆς καὶ ἐργασίας.

”Απουσίαι ἐξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε θὰ προστίθενται εἰς τὴν περίοδον τῶν ἐξ (6) μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἣς δ ἀλλοδαπὸς ὑπόλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φέρου εἰσοδήματος.

Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας θὰ καταβάλη ἀπαντας τοὺς λοιποὺς Ἑλληνικοὺς φέρους συμφώνων πρὸς τὴν ισχύουσαν ἐκάστοτε νομοθεσίαν.

4. Η Εταιρεία υποχρεούται νά απασχολή "Ελληνας νηπικός διά πάσαν έργασίαν ή θέσιν εἰς τὴν δόπιαν δὲν ἀπαιτεῖται εἰδική τεχνική ή διοικητική γνῶσις η πεῖσα.

Ός πρὸς τὰς έργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ή Εταιρεία θὰ ἔχῃ ὡς ἀρχὴν νά απασχολή τὸν μεγαλύτερον δυνατὸν ἀριθμὸν 'Ελλήνων τῶν δόπιων εἶναι δυνατὴ η ἔξευρεσις ἐν 'Ελλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Εταιρείας τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐπέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἔργασιῶν.

5. Έν σχέσει πρὸς τὰ τυχόν έργατικά ἀτυχήματα κατὰ τὴν διάρκειαν τῶν έργασιῶν συμφώνως τῇ παρούσῃ συμβάσει, ή Εταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν 'Ελληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μηδ δικαιουμένη νά προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἀρθρὸν 26 τῆς παρούσης συμβάσεως. Επίσης ή Εταιρεία κατὰ τὰς έργασίας γεωτήσεων ὁφέλει νά συμμορφούται πρὸς τὰς διατάξεις τοῦ 'Ελλάδι Ισχύοντος Κανονισμοῦ Μεταλλευτικῶν 'Εργασιῶν.

6. Η Εταιρεία θὰ υποχρεούται ἀμμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἀρθρῷ 5 παρ. 1 καὶ 2, νά δέχεται πρὸς ἐκπαίδευσιν καθ' ἔκαστον ἔτος δύο ὑποψήφιους ὑποδεικνυμένους ὡς εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὡς ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ 'Ελληνικοῦ Δημοσίου νοούμενου ὅτι :

α) "Απασαι αἱ δαπάναι τῶν μαθητευομένων θὰ καταβάλλωνται ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου.

β) Τὸ πρόγραμμα ἐκπαίδευσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς έργασίας αἱ δὲ λεπτομέρειαὶ τῶν θὰ καθορίζωνται ἐκάστοτε ὑπὸ τῆς Εταιρείας ἐπὶ τῇ βάσει γενικῶν δῆμηγιῶν τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Η περίοδος ἐκπαίδευσεως θὰ εἶναι κανονικῆς διαρκείας ἔξ μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας, ἵνανοποιητικῆς συμφωνίας μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς Εταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ υπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου μαθητευομένου θὰ διάρκειται εἰς τὴν ἔγκρισιν τῆς Εταιρείας, ἥτις δύναται νά δρηγῇ τὴν τοιαύτην ἔγκρισιν ἐδὲ κατὰ τὴν γνώμην τῆς διαφύφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκμένου σκοποῦ. Η Εταιρεία θὰ ἔχῃ ὀσταύτως τὸ δικαίωμα νά ζητῇ τὴν παρὰ τοῦ 'Ελληνικοῦ Δημοσίου ἀνάληγσιν μαθητευομένου ἥδη ἔγκριθέντος παρὰ τῆς Εταιρείας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ὅμοιοτέρας ὅμως τὰς ὡς ἄνω περιπτώσεις τὸ 'Ελληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

*Αρθρον 18.

Λογιστικὰ Βιβλία

Τὰ λογιστικὰ βιβλία καὶ τὰ σχετικὰ πρὸς ταῦτα στοιχεῖα τῆς Εταιρείας ἐν 'Ελλάδι θὰ τηροῦνται ὑπὸ τῆς Εταιρείας εἰς τὴν 'Ελληνικὴν ἐφ' ὅσον τὸ ἐπιθυμεῖ η Εταιρεία καὶ εἰς τὴν Αγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδειγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἐκάστοτε ἐν 'Ελλάδι Ισχύοντος Κώδικος Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Εταιρείαν ὅπως ἐκφράζῃ τὰ ἐκ τοῦ ἔξωτερον εἰσαχθησόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς δόλ. Η.Π.Α. καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ισολογισμοὺς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δηλώσεις ὅμως τῆς Εταιρείας αἱ υποβαλλόμεναι εἰς τὰς 'Ελληνικὰς Ἀρχὰς θὰ συντάσσωνται εἰς δραχ. διὰ τῆς χρησιμοποιήσεως διὰ τὴν μετατροπὴν εἰς ξένον συγάλλημα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ξένων νομίσμάτων τοῦ καθοριζομένου ἐν παρ. 8 καὶ 9 τοῦ ἀρθρου 13.

*Αρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

Η Εταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ἀπόλυτον ἐλευθερίαν Διοικήσεως καὶ Διαχειρίσεως τῶν ἔργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως.

Η Εταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νά κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἔργασιῶν, πλὴν τυχόν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ 'Ελληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα ὅπως ἀπόσταν στιγμήν, κατὰ τὰς ὥρας έργασίας, διὰ τῶν ἀρμοδίων δργάνων ἐλέγχου του ἐπιθεωρῆ τὰς έργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις έργασιῶν τῆς Εταιρείας ἐν 'Ελλάδι ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἔξωτερης ὑπερβολῆς τῶν εἰς ταῦτα ἀναφερομένων δαπανῶν.

*Αρθρον 20.

Ἐπιστροφή.

1. Οποτεδήποτε κατὰ τὴν διάρκειαν τῆς ισχύος, τῆς παρούσης συμβάσεως ή Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νά ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ 'Ελληνικὸν Δημόσιον δλας ή οἰονδήποτε τμῆμα μιᾶς ή ἀπάσῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἔκεινην παρὰ τῆς Εταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι ἐδὲ ἐπιστραφῆ τμῆμα μόνον ἐρευνητικῆς ἐκτάσεως τὸ τμῆμα τοῦτο δὲν θὰ εἶναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ισχύος τῆς παρούσης συμβάσεως ή Εταιρεία διατηρεῖ τὸ δικαίωμα νά ἐπιστρέψῃ ἔκουσίων εἰς τὸ 'Ελληνικὸν Δημόσιον οἰανδήποτε ή ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν, ἃς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἔκεινην.

3. Απὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιῆται οἰανδήποτε ἔκουσίας ἐπιστροφὴ κατὰ τὰς παρ. 1 καὶ 2 ἀνωτέρω, ἀπαντα τὰ δικαίωματα καὶ αἱ υποχρεώσεις τῆς Εταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασίν ή τμῆμα αὐτῆς ή εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, τὰς ληγειπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασίν ή εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ως αὗται καθορίζονται ἐν ἀρθρῷ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰανδήποτε ἐκ τῶν ἐτῶν τῶν ἀναφερομένων ἐν τῷ ἀρθρῷ 3, διαρκοῦντος τοῦ δποίου λαμβάνει χώραν ή τοιανή ἐπιστροφή.

*Αρθρον 21.

Πρόστιμα καὶ Ἐκπτωσις. Λύσις τῆς Συμβάσεως διὰ τῆς Λήξεως.

Πρόστιμα :

1. Τὸ 'Ελληνικὸν Δημόσιον δύναται, ὀποτεδήποτε κατὰ τὴν διάρκειαν τῆς ισχύος τῆς παρούσης συμβάσεως, ἐκτὸς ἐν ἀλλως προβλέπεται εἰς τὴν παρούσαν σύμβασιν, κατόπιν ἐγράφου προειδοποιήσεως τριάκοντα ημερῶν νά ἐπιβάλῃ ως γράφου προειδοποιήσεως τριάκοντα ημερῶν νά μὴ σημειωθῇ διὰ τὴν παραβάσιν τῶν δρων αὐτῆς ή διὰ μὴ σημειωθῆσην τῆς Εταιρείας πρὸς τὰς ἔξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμο εἰς τὴν Εταιρείαν δυνάμενα νά ἀνέλθων ἀπὸ δολλάρια Η.Π.Α. 1.000 μέχρι 5.000 δολ. Η.Π.Α. δι' ἐκάστην παραβάσιν, ὑπὸ τὴν ἐπιφύλαξην πάντων ἐπιστραφῆσεως τῆς Εταιρείας εἰς τὴν παρούσην συμβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παραβάσιν θὰ δύναται νά ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξην,

ότι είς τάς ρητώς κατωτέρω ἀναφερομένας περιπτώσεις (α) ἔως (στ) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολ. H.P.A. 250.000. διὰ τὰ δύο πρώτα ἔτη καὶ δολ. H.P.A. 300.000 μετά τὴν πάροδον τῶν δύο πρώτων ἔτῶν.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθοι :

α) Μή συμμόρφωσις πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως ὡς ὅριζονται εἰς τὸ ἄρθρον 3.

β) Μή συμμόρφωσις πρὸς τὰς ὑποχρεώσεις ἐργασίας ὡς ὅριζονται εἰς τὸ ἄρθρον 4.

γ) Μή συμμόρφωσις πρὸς ἀπόφασιν διαιτησίας ἐκδοθεῖσαν βάσει τοῦ ἄρθρου 6 παράγραφος 4.

δ) Μή πληρωμὴ τῶν-κατὰ τὸ ἄρθρον 9 δικαιωμάτων.

ε) Μή ἵκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς αὕται ὅριζονται ἐν ἄρθρῳ 12.

στ) Μή συμμόρφωσις πρὸς τοὺς ἀφορῶντας μεταβιβάσεις δρουσὶ τοῦ ἄρθρου 23.

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιήται πάραντα ἐγγράφως εἰς τὴν Ἐταιρείαν καὶ τὸ πρόστιμον θὰ καταβάληται ὑπὲρ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποίησεως, ἐφ' ὅσον δύως ἡ Ἐταιρεία δὲν ἔχει προβῆτη εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως της, ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30αντα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθιστερήσεων καὶ διαιτοτῶν πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως ἢ δὲν προσέφυγε ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν βάσει τοῦ ἄρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἣς τὸ ἔδαφον (γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς τὴν διαιτησίαν θὰ ἀναστέλῃ τὴν ἴσχυν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἥθελε δικαιωθῆ ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιῶται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς αὐτὴν τῆς τοιαύτης ὀριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς της ἐντὸς τῆς ὡς ἀνω προθεσμίας θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρωταῖς μὴ οὖσαν.

Ἐκπτωσις :

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

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

β) Μή συμμόρφωσις πρὸς ὄριστικὰς ἀποφάσεις ἐκδοθησομένας ὑπὸ διαιτητικοῦ δικαστηρίου προβλεπομένου ἐν ἄρθρῳ 26.

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

δ) Μή ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολ. H.P.A. 250.000 ἢ 300.000 ἐντὸς τριμήνου ἀφ' ἣς ἡ ἐγγύησις αὐτῇ ἥθελε καταστῆ μικροτέρα τῶν δολαρίων H.P.A. 250.000 ἢ 300.000 ἐξ οίουδήποτε λόγου διευλογένου εἰς πταῖσμα ἢ ἀμέλειαν τῆς Ἐταιρείας ὀποτεδήποτε διακρούστη τῆς ἴσχυος τῆς παρούσης συμβάσεως.

4. Ἡ ἐκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρω, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἀπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Ἐταιρείας εἴτε μόνον εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις κατεχόμενας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Ἐταιρείας ἀναλόγων τοῦ ἀν ἡ μὴ συμμόρφωσις ἢ παραβάσις τῆς Ἐταιρείας ἀναφέρεται εἰς δλόκηρον τὴν σύμβασιν ἢ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις. Ἐν περιπτώσει διλογῆς ἐκπτώσεως ἢ σύμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς τοιαύτης ἐκπτώσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἐκπτωσιν τῆς Ἐταιρείας ἔκ τινος ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων της, θὰ γνωστοποιήται πάραντα εἰς τὴν Ἐταιρείαν καὶ ἡ ἐκπτωσις θὰ ἴσχυῃ μετὰ 90οντα ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν δύως ὅτι ἡ Ἐται-

ρεία δὲν ἥρξατο ἐνεργειῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθιστερήσεων καὶ ἀνευ δικαιοπῆτης πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἢ δὲν προσέφυγε εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26 ἐντὸς τῆς εἰρημένης προθεσμίας, ἐξαιρούμενης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθιστερήσεων ὑπὸ τῆς διαιτησίας χρονικὰ ὅρια τῆς προβλεπομένης ὑπὸ τοῦ ἔδαφοι (β) τῆς παραγρ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἴσχυν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας.

'Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ διαιτητικοῦ Δικαστηρίου δὲν ἥθελε δικαιωθῆ ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιοῦται ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης ὀριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς τῆς ἐντὸς τῆς ὡς ἀνω προθεσμίας, θέλει καθιστᾶ τὴν κήρουξιν τῆς ἐκπτώσεως ἀκυρωταῖς μὴ οὖσαν.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ 'Ὑπουργοῦ τῆς Βιομηχανίας εἰς βάρος τῆς Ἐταιρείας ἢ διὰ τὴν κήρυξιν αὐτῆς ἐκπτώτου ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων της, ἀπαιτεῖται ἡ προηγουμένη συμφωνίας γνώμη τοῦ Συμβούλου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διατίθεται εἰς τὴν Ἐταιρείαν διοικού μετὰ τῆς γνωστοποιήσεως περὶ ἣς αἱ παραγράφαι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου γνωστοποιήσεις δέοντα νὰ πραγματοποιηθοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἐταιρείας πρὸς τὰς διαιτησίας.

8. Λύσεις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ γωρῇ ἄμα τῇ λήξει τῶν περιόδων καὶ ἀπασθνῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἴσχυος, διάποντων τῶν δικαιωμάτων ἐξερευνήσεως καὶ τῶν παραγωρήσεων ἐκμεταλλεύσεως αἴτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως διλογῆς ἐκπτώσεως, ἐπασθνοῖς οἱ πάντας τῆς ἡμερομηνίας λύσεως δέοντα νὰ ἔχουν ἐκπληρωθῆ ὑπὸ τῆς Ἐταιρείας περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

Ούτω, εἰς οὐδὲμιάν περίπτωσιν θὰ διέσταται ὑποχρέωσις τῆς Ἐταιρείας διὰ τὴν καταβολὴν πρὸς τὸ Ἑλληνικὸν Δημόσιον πέραν τῆς κατατεθείσης ἐγγυήσεως εἰς περίπτωσιν διλογῆς ἐκπτώσεως κατὰ τὰ ἀνωτέρω.

"Ἄρθρον 22.

Διάθεσις τῆς Ἰδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰασθήποτε ἐρευνητικῆς ἐκτάσεως ἢ τημήκατος ταύτης, ἢ παραχωρήσεως πρὸς ἐκμεταλλεύσιν δι' οἰανδήποτε τῶν ἐν ἄρθροις 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἀπαντα τὸ διλογυρθεῖσα τὸ παρό τῆς Ἐταιρείας φρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἢ τημήκατος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμεταλλεύσιν ἐπὶ τῶν ὄποιων ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας εἰς παραγράφους 20 τοῦ της παρούσης συμβάσεως κατὰ τὰ φρέατα τῶν διλογυρθεῖσαν (Well Head) καὶ τῶν ὄποιστην (Casing) τῶν ὄφροστην εἰς τὰ φρέατα ταῦτα θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἀνευ ἀποζημιώσεως τινός.

"Ἀπαντα τὰ μὴ παραγωγικὰ φρέατα δέοντα νὰ κλεισθοῦν (Plugged), καταλήκως ὑπὸ τῆς Ἐταιρείας καὶ δι' ἐξόδων

αύτης άπαντα δὲ τὰ στρώματα ὑδατος δέον ωσαύτως νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικά φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὄρον ὅμως ὅτι ἡ Ἐταιρεία δικαιοῦται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις τῆς, παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ἔξοπλισμῶν, καθ' ἣν ἔκτασιν τοῦτο δύναται νὰ γίνῃ χωρὶς νὰ παραβλάπτῃ ἡ θέτη ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἀρθρου ἀναφερομένων, ἡ Ἐταιρεία δικαιοῦται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἰνοδήποτε τρόπου πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἄλλα δικαιώματα, οἰασδήποτε φύσεως καθ' ὅλην τὴν διάρκειαν ἵσχυος τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἰνοδήποτε τρόπου λήξιν ἢ λύσιν αὐτῆς, ἀσχέτω τοῦ ἐάν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαιώματα εὑρηνται ἐντὸς ἢ ἔκτος τῶν ἐρευνητικῶν ἐκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῆς Ἐταιρείας.

3. Ἐάν ὅμως ἡ Ἐταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἄλλα δικαιώματα οἰασδήποτε φύσεως, ἐκ τῶν εὑρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἀς ἐλλέξαν τὰ δικαιώματα τῆς Ἐταιρείας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιώματα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμῆματος τῶν τοιούτων κινητῶν ἢ ἀκίνητων εἰς τὴν τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἕτη ἵσχυος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἀς θὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης συμβάσεως οὐδεμίᾳ πώλησις ἀκινήτων ἀνηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται ἀνευ τῆς προηγούμενης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου.

Ἐν περιπτώσει καθ' ἥν δὲν ἔθελε δοθῆ ἡ τοιαύτη ἐγκρίσις ἢ ἀκίνητος αὐτῆς ἰδιοκτησία θὰ περιέχεται ἀνευ οἰασδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἀμα τῇ λήξει τῆς ἵσχυος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐάν καθ' οἰασδήποτε στιγμὴν τῆς ἵσχυος τῆς παρούσης συμβάσεως ἢ ἀμα τῇ λήσει ταύτης ἡ Ἐταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προϊόν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ὡς αὐτῇ ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἐταιρείας κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀπόσβεσεως ὑπολογισθείσης βάσει τοῦ ἐπισυναπτομένου πιν. B) ἡ τυχὸν διαφορά :

— Εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας τὰ προερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, διακρούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἢ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου, καὶ θὰ θεωρήσου, πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἀρθρου 10 τῆς παρούσης συμβάσεως, ὡς ἀκαθάριστον ἔσοδον.

— Εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἔξόδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευομένων ἐν ἀρθρῷ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὐτῆς περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἡ Ἐταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθάριστος εἰσπράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

Ἀντιθέτως ἐάν αἱ πρόσδοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου, ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορὰ εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαθάριστων εἰσπράξεων τῆς Ἐταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἢ πώλησις, ὡς εἰδικώτερον καθορίζεται ἐν παρ. 1 ἐδαφ. (η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος. Β εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρῃ καὶ ἔξοδον τοῦ ἀρθρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐάν ἡ Ἐταιρεία ἔχακολουθῇ νὰ ἔχῃ περιουσιακὰ στοιχεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἢ ἀκίνητα) ἐν Ἑλλάδι ἢ ἀλλαχοῦ δύο εἰσέτι ἕτη μετὰ τὴν λύσιν τῆς παρούσης συμβάσεως, τὰ περιουσιακὰ ταῦτα

στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἐταιρείας, τὸ προϊόν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἵσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, νοούμενον ὅτι τὸ ρευστοποιημένον μερίδιον τῆς Ἐταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν οἰωνδήποτε φόρων, ἐμμέσων ἢ ἀμέσων ἢ οἰασδήποτε φύσεως ἢ οἰουδήποτε εἰδίους, τελῶν, δασμῶν, ιρατήσεων ἢ καὶ εἰσφορῶν ἢ οἰωνδήποτε ἐπέρειων εἰδικῶν φορολογιῶν, εἴτε ἐπιβαλλομένων τακτικῶς, εἴτε δυναμένων νὰ ἐπιβληθοῦν ἐκτάκτως δι' ὀρισμένους σκοπούς, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ οἰασδήποτε Ἑλληνικῆς ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰουδήποτε τριτού.

7. Πλὴν ποσὸν δραχμῶν κτηθὲν παρὰ τῆς Ἐταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιώματων αὐτῆς πάσης φύσεως συμφώνως τῆς παρ. 2 τοῦ παρόντος ἀρθρου θὰ μετατρέπηται εἰς δολ. H.P.A. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς δρους τοῦ ἀρθρου 13.

”Αρθρον 23.

Μεταβιβάσεις.

1. Ἡ Ἐταιρεία δικαιοῦται νὰ ἐκχωρῇ τὴν παρούσην σύμβασιν ἐν δλῷ ἢ ἐν μέρει καὶ νὰ μεταβιβάζῃ πάντα τὰ ἐκ ταύτης δικαιώματά της ὑπὸ δρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς :

α) Εἰς ἑτέραν Ἐταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας, ὑφισταμένην ἢ ἰδρυθησομένην παρ' αὐτῆς.

β) Εἰς ἑτέραν Ἐταιρείαν ἐλεγχομένην παρὰ τῆς AN CAR OIL CO ἢ ὑπὸ ἑτέρας Ἐταιρείας ἐλεγχομένης ὑπὸ τῆς AN CAR OIL CO.

γ) Εἰς οἰονδήποτε ἑτέρον τρίτον ἐν τοιαύτη ὅμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν ἡτις κρίσις θὰ περιορίζεται μόνον ὡς πρὸς τὸ πρόσωπον φυσικὸν ἢ νομικὸν τοῦ ἐκδοχέως.

2. Ο Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους Εθνικῆς ἀσφαλείας νὰ ἀπαγορεύῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ἐν παραγγ. 1 ἐδάφια (α) καὶ (β) τοῦ παρόντος ἀρθρου.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἀνω ἐν παρ. 1 ἐδ. (α), καὶ (β) ἀνωτέρω δριζόμενα ἡ Ἐταιρεία θὰ παραμένῃ ὑπερθυνούς ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ἀλληλεγγύως καὶ εἰς δλόκληρον μετὰ τοῦ ἐκδοχέως διὰ τὴν ἐκπλήρωσιν τῶν δρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

4. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἀνω ἐν παραγράφῳ 1 ἐδ. (α) (β) καὶ (γ) καθοριζόμενα, ἀπακοινωνία πραγματοποιηθεῖσαι σύμφωνως τῇ παρούσῃ συμβάσει ἐπενδύσεις, δαπάναι καὶ ἔξοδα τῆς Ἐταιρείας καθὼς καὶ τὰ πραγματοποιηθόμενα ἔσοδα, θὰ θεωροῦνται ὡς τοιαύτα τοῦ ἐκδοχέως, συμφώνως τῇ παρούσῃ συμβάσει, συμπεριλαμβανομένων τῶν δρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

”Αρθρον 24.

Ἐφαρμοζόμενοι Νόμοι.

1. Ἡ Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἐταιρείαν ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, ἢ οἰονδήποτε διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἰονδήποτε τρόπον τροποποιήσει τὴν παρούσαν σύμβασιν ἀνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἐταιρείας.

2. Ἡ Ἐταιρεία καὶ αἱ ἐργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκάστοτε ἵσχυοντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν πάντως ὅμως μόνον μέχρι τοῦ σημείου κατὰ τὸ δροῦον δὲν ἔρχονται εἰς σύγκρουσιν πρὸς τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως.

Ἐν περιπτώσει τοιαύτης συγκρούσεως παρούσης τῆς παρούσης συμβάσεως, μελλοντικῆς θὰ κατισχύουν οἱ δροῦοι καὶ αἱ συμφωνίαι τῆς παρούσης συμβάσεως, ὡς καὶ τῆς τυχὸν συναφθησομένης της παρούσης συμβάσεως τῆς Ἀρχῆς ή Νομικοῦ Προσώπου. 3 σχετικῶς ὁρίζομενα, αἱ δὲ διατάξεις τῶν ὡς ἀνω Νόμων καὶ κανονισμῶν αἱ συγ-

κρουόμεναι μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως καὶ τῆς τυχὸν κατὰ τὰ ἄνω συμπληρωματικῆς ή τροποποιητικῆς τοιωτῆς δὲν θὰ ἔχουν ίσχυν δόσον ἀφορᾶ τὴν Ἐταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι πειρουσίαν αὐτῆς.

"Aρθρον 25.

Ανωτέρα βλ.

1. Παράλειψις τῆς Ἐταιρείας ὅπως ἐκπληρώσῃ οἰανδή-
ποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεών της, δὲν
θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασθήποτε ἀπαιτήσεως
καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμβάσεως
ἐφ' ὅσον ἡ ὁντινῶν παράλειψις διφείλεται εἰς ἀνωτέραν βίαν.

Ο δρός οὗτος θὰ περιλαμβάνῃ ἀλλ' οὐχὶ περιοριστικῶς πρᾶξεις τοῦ ἔχθρου, ἀποκλεισμοὺς θεομηγίας, ἐπιδημίας σεισμούς, πυρκαϊάς, ἐκρήζεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαγαστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἔξεγέρσεις, στάσεις, ἀπεργίας, οἰκαδήποτε Κυβερνητικὴν πρᾶξιν ἢ πράξεις οἰκαδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἔλεγχον τῆς Ἐπαιρέας. Ἐφ' ὅσον συνεπείᾳ τοιαύτης ἀνωτέρας βίᾳς καθυστερεῖται ἡ συμμόρφωσις τῆς Ἐπαιρέας, πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς ἢ ἀσκησὶς τῶν ἐκ ταύτης δικαιωμάτων τῆς, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ ἀσκησὶν δικαιωμάτων.

2. Έὰν ἡ κατάστασις αὕτη ἀνωτέρας βίᾳς ὁφειλομένη εἰς μίαν ἢ περισσοτέρας αἰτίας συνεχισθή πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἢ Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεων τῆς ἐκ τῆς παρούσης συμβάσεως, διότε καὶ ἐπὶ τῇ τοιάντῃ ἐγγράφῳ παραιτήσει ἡ παρούσα σύμβασις θὰ λύεται.

Ἐπὶ τῇ τοιαύτῃ παραίτησεὶ ἡ Επαιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑποχρεώσεών της πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ Ἐλληνικὸν Δημόσιον ὡς καὶ ἡ Επαιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μη ἐκπλήρωσιν οἰουδήποτε τῶν δρῶν τῆς παρούσης συμβάσεως ὑπὸ ἐκατέρου τῶν συμβαλλομένων καὶ θὺ δώσουν ἀμφότεροι πλήρη καὶ ἀνεπιφύλακτον ἔγγραφον ἀπαλλαγήν.

"Aoothoy 26.

Διατησία.

1. Έξαιρέσει των ἐν παραγ. 2 τοῦ παρόντος ἀρθρου ὁρίζομένου πᾶσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Επαρχίας διαφωνία ἀνακύπτουσα ἐν σχέσει μὲ τὴν παροῦσαν σύμβασιν θὰ λύεται διὰ διαιτησίας κατὰ τὰ ἐν ἀρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζήτησεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων σχετικῶν ὁρίζομενων».

2. Προκειμένου δύως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπατώσεως ὡς ἐν ἀρθρῷ 21 δοκίζεται, ἢ ἀμφισβητήσεως ἀφορῶσιν διαφοράν, διένεξιν ἢ διαφώνιαν ὡς πρὸς τὴν ἔρμηνειαν καὶ ἐφαρμογὴν τῶν δρων τῆς συμβάσεως αἵτινες δύνανται νῦ συμεπάγωνται τὴν ποινὴν τῆς ἐκπατώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀνάφερομένων εἰς τὰ ἄρθρα 3,4,6,12 καὶ 13 ἡ διαιτησία θά διεξάγεται κατὰ τὸν ἀκάλουθον τρόπον.

Οι αιτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνομένου καὶ ποιητούοις οὐκένεον πρὸς τὸν ἔτερον συμβαλλόμενον καθορίζει ἀναρριζῶς τὰ θέματα τῆς διαφορᾶς διενέξεως ἢ διαφωνίας καὶ ὄριζει τὸν διαιτητὴν αὐτοῦ, καλῶν καὶ τὸν ἔτερον συμβαλλόμενον ὅπως — οὕτως — τὸν διαιτητὴν αὐτοῦ, καὶ τοῦτον

“Ο πρὸς ὃν ἡ κοινωνοτάσησις ἀντισυμβαλλόμενος ὑποχρεοῦται ἐντὸς προθεσμίας εἴκοσι (20) ἡμερῶν ἀπὸ τῆς κοινωνοτή-
σεως πρὸς αὐτὸν τῆς αἰτήσεως διαιτησίας δι’ ἔγγραφου κοι-
νωνικήσεως ὅπως ὁρίσῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης
χρόνου τῆς προθεσμίας ταύτης τὸν δεύτερον διαιτητὴν

διορίζει δὲ Πρόεδρος τοῦ Διεθνοῦς Δικαιστηρίου τῆς Χάγης τὴν αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαίτησίαν.

Οι ούτω διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς καινοτοικήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ὅπως ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητήν, ὅστις θὰ εἴναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν Διαιτητῶν ως πρὸς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ ή παρελθούσῃς ἀπρόσκοτον τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνοῦς Δικαστηρίου τῆς Χάγης κατόπιν αἰτήσεως τῶν διαιτητῶν ἢ τοῦ ἐνὸς τούτων.

Οἱ διαιτηταὶ ὁφείλουσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποίησεως τοῦ διορισμοῦ πρὸς τὴν τρίτον διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

Οι διαιτηταί δὲν δεσμεύονται υπὸ οἰνωδήποτε δικαιομάδην κανόνων ἐν τῇ διέξαγωγῇ τῆς διαιτησίας. Δικαιοῦνται ὅπως ἔξετάλωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσοσι πραγματογραμμούσας καὶ λαμβάνωσιν ὑπὸ ὅψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ή καλύμματος τυχὸς τῶν δικιητῶν ὅπως συνεγίσῃ τὴν διαιτησίαν, ἀντικαθίστανται οὗτοι βάσει τῆς τηρηθείσης διὰ τὸν διορισμὸν του διαιδικασίας. Εἰς τὴν περίπτωσιν ταῦτην ἡ προθεσμία πρὸς ἔκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ καλύμματος, ἡ τῆς ἀρνήσεως, βεβαιουμένης διὰ πρᾶξεως ὑπογραφούμενης ὑπὸ τῶν μη καλυγόμενων διαιτητῶν μέχρι τῆς ἀντικαταστάσεως τοῦ καλυγόμενου ἡ ἀρνουμένου γὰρ συνεγίσῃ τὴν διαιτησίαν δικιητῶν.

"Η ἀπόφασις τῶν διαιτητῶν εἶναι ὅριστική, τελεσθίμιος καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἔκτα-
κτον ἔνδικον μέσον.

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

"Αρθρον 27.

Χρῆσις 'Ιδιοκτησίας τοῦ 'Ελληνικοῦ Δημοσίου.

Ἐφ' ὅσον ἡ Ἐταιρεία θὰ χρησιμοποιῆσῃ συνεχῶς ίδιοκτησίαν καινητήν ή ἀλλάζοντα τοῦ Ἑλληνικοῦ Δημοσίου :

α) Συνεπείᾳ ἀπαλλοτριώσεως κατά τὰ ἐν ἀρθρῷ 15 ὅριζό-
νται.

β) Βάσει των έτερων διατάξεων του δρόμου 1

γ) Βάσει οιασδήποτε συμφωνίας μεταξύ τους 'Ελληνικού Δημοσίου και της 'Εταιρείας συναπομένης κατά την διάρκεια των έργων της 'Εταιρείας, ή 'Εταιρεία άναλογα βάνει

τήν ιδιοκτησίαν ταύτην
έδω ήτο ή ιδιαίτερα και νὰ προστατεύῃ τὰ συμφέ-
ροντα του Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην
καὶ να παρατηθεῖ τοῦτο στον Κοινωνικό Συνέδριον.

"Αρθρον 28.

Εύθυνη Έλληνικού Δημοσίου ἐπὶ οὐρανοῦ Δικαιωμάτων
ἐπὶ τῶν παροχώρουν μένων περισσῶν.

ύποχρεώσεως της τὸ δὲ Ἐλληνικὸν Δημόσιον θὰ ύποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἔταιρείαν διὰ πᾶν ποσὸν δαπάνηθεν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως, μέχρι τῆς τοι-αὐτῆς λύσεως.

'Αρθρον. 29.

Διάθεσις εις την αγοράν (MARKETING) και Διέλυσις
Διάθεσις εις την αγοράν.

1. Ἐὰν δὲ ψέποτε, διαρκούσσης τῆς ισχύος τῆς παρούσης συμβάσεως, ἢ Ἐταιρείᾳ ἐπιθυμή νὰ ἀποκτήσῃ δικαίωμα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι, παραγομένων παρ' αὐτῆς ἐν Ἑλλάδι, τὸ Ἑλληνικὸν Δημόσιον, ἐπὶ τῇ σχετικῇ αἰτήσει τῆς Ἐταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὐτῇ τὸ ρηθὲν δικαίωμα ὑπὸ δρους οὐχὶ ὀλιγώτερον εὐνοϊκούς τῶν χορηγηθέντων ἢ χορηγηθησομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ἡμερομηνίας τῆς ἄνω αἰτήσεως εἰς οἰονδήποτε τρίτον, φυσικὸν ἢ νομικὸν πρόσωπον, κεκτημένον τὸ δικαίωμα ἔρευνης ἢ καὶ παραγωγῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Δελτίο

2. α) Έαν καθ' οιανδήποτε στιγμήν κατά τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ὑπὸ τῆς Ἐταιρείας παραγωγὴ ἐγχωρίου ἀργοῦ πετρέλαιου φθάσῃ εἰς ἐπίπεδον ὑπερβαῦνον τὰς ποσότητας τὰς ὄποις ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἀρθρῷ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὐτῇ θὰ κέντηται ὡσαύτως τὸ δικαίωμα νὰ κατασκευάσῃ καὶ ἐκμεταλλεύθῃ διϋλιστήριον ἵνα διϋλίζῃ ἐν αὐτῷ τὸ ὅπερ δικαιοῦται γὰρ ἐξάγγη ἀργὸν πετρέλαιον, καὶ νὰ ἐξάγῃ τὰ ἐκ τοῦ ἀργοῦ τούτου πετρέλαιον λαμβανόμενα πετρέλαιοις ἀργοῖς.

β) 'Εάν καθ' οίανδήποτε στιγμήν κατά τὴν διάρκειαν τῆς ισχύος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια διώλιστήρια, τὰ ἐφοδιάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἐγχώρια διώλιστήρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ οίανδήποτε ἄλλου 'Αναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῆς ἐκμεταλλευσίμου ἀνακαλύψεως ἐγχωρίου ἀργοῦ πετρελαίου, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἴδιας αὐτῶν δυναμικότητος, τὸ 'Ελληνικὸν Δημόσιον, ὃπο τὴν προϋπόθεσιν ὅτι ἡ 'Εταιρεία δύναται νὰ προμηθεύσῃ ἐπαρκές πρὸς τοῦτο ἐγχώριον ἀργὸν πετρέλαιον θὰ δίδῃ, καθ' ὑπέρβασιν τῶν κατά τὴν παράγρ. 3 τοῦ ἀρθρου 12 ὑποχρεώσεων αὐτῆς δικαίωμα προτεραιότητος εἰς τὴν 'Εταιρείαν ἔναντι ὅλων τῶν ἄλλων ἐγχωρίων διώλιστηρίων, νὰ καλύπτῃ πάσις τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἴτε : 1) ἐκ τῆς παραγωγῆς παντὸς διώλιστηρίου τὸ ὅποιον θὰ ἔχῃ προηγουμένως κατασκευάσει ἡ 'Εταιρεία διὰ τὴν ἐξαγωγὴν προϊόντων περὶ ὅν τὸ ἐδάφιον (α) τῆς παρούσης παραγράφου 2 ἢ 2) ἐφ' ὅσον δὲν θὰ ἔχῃ κατασκευασθῆ τοιοῦτον διώλιστήριον, ἐκ τῆς παραγωγῆς νέου διώλιστηρίου τὸ ὅποιον τὸ 'Ελληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν 'Εταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, ὅσον καὶ πρὸς τὸν σκοπὸν τῆς ἐξαγωγῆς πάσις παραγωγῆς τοῦ διώλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς.

γ) Νοεῖται, ἐν τούτοις, ὅτι τὰ κατὰ τάς διατάξεις τοῦ ἑδαφίου (β) τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δικαιώματα τῆς Ἐπαρείας, θὰ γεννηθοῦν μόνον: 1) ἐφ' ὅσον ἡ Ἐπαρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παραγουσα ἀργὸν πετρέλαιον ἐν Ἑλλάδι, η (2) ἐὰν ἡ Ἐπαρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν Ἑλλάδι χωρὶς δμως νὰ εἶναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἔκεινοι οὔτινες ἥσαν οἱ πρῶτοι, ἀπαριθμοῦν ἡ παρατηθοῦν παντὸς

τυχόν δικαιώματός των πρὸς κατασκευὴν διύλιστηρίου.
δ) Ἐν περιπτώσει καθ' ἣν ἡ Ἐπικρέειά ἔχει τὸ δικαίωμα
νὰ κατασκευάσῃ ἢ χρησιμοποιήσῃ διύλιστήριον, κατὰ τὰς
διατάξεις τοῦ ὡς ὅνων ἐδαφίου (β) τῆς παραγράφου 2, τὸ
Ἐλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπι-
τρέψῃ τὴν τοιεὐτὴν κατασκευὴν ἢ γονισμοποιήσῃν ὑπὸ

δρους καὶ συμφωνίας ἀμοιβαίων συνομολογηθσομένους κατὰ τὴν στιγμὴν καθ' ἣν θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, ὅτι οἱ τοιοῦτοι ὄροι καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν Ἐταιρείαν διλγώτερον εὔνοιοι ἀπὸ τοὺς παραχωρηθέντας εἰς ἕτερα ἐν Ἑλλάδι Διιδούστηρια, ἐξαιρούμενου τοῦ Ἑλληνικοῦ Κρατικοῦ Διιδούστηροι.

ε) Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα δπῶς, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἑστιακὴν κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέντος διύλιστηρίου ή ἐξ ὑπάρχοντος τοιούτου χρησιμοποιουμένου κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου (β) τῆς παραγράφου 2 διδῇ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀνάγκας τοῦ τοιούτου Διύλιστηρίου καλύπτουσα ταύτας ἐκ τῆς ἴδιας αὐτῆς παραγωγῆς ἐγχωρίου ἀργοῦ πετρελαίου : (1) καθὸ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διύλιστηρίου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἐγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ· Ἐλληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν δρόν ὅτι ἡ Ἐταιρεία θὰ συνεχίσῃ νὰ ἔκτελλῃ μέχρι τοῦ ὅρίου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παραγραφὸν 3 τοῦ ἀρθρου 12 τυχὸν ὑποχρέωσιν της μετὰ τὴν ὑπὲρ τοῦ ἴδιου αὐτῆς Διύλιστηρίου παραχώρησιν τῆς τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Ούδεν τῶν ἐν ἑδαφίῳ (β) τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δρίζουμένων ἢ πᾶσα ἄλλη ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἔρμηνεται ως θέτουσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἐταιρείας ἢ τῶν συγγενῶν αὐτῆς Ἐταιρειῶν ἢ τῶν ὑπὸ αὐτῆς ιδρυθεισῶν Ἐταιρειῶν νὰ ζητήσουν δικαιώματα ιδρύσεως ἢ συμμετοχῆς εἰς τὴν ίδρυσιν Διύλιστηρίου ἐν Ἑλλάδι εἰς πάντα χρόνον.

ζ) Ο εἰς τὸ κείμενον τῆς παρούσης συμβάσεως ὄρος «Ἐλληνικὸν Κρατικὸν Διὐλιστήριον» θὰ ὑπονοῇ τὸ σήμερον ὑπάρχον Κρατικῆς ίδιοκτησίας Διὐλιστήριον, ἔστω καὶ ἐν τοῦτῳ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. "Απαντά τὰ κατὰ τὸ παρὸν ἀρθρὸν δικαιώματα τῆς 'Εταιρείας θὰ ἀσκοῦνται εἴτε οὐ' αὐτῆς η̄ οὐπὸ συγγενοῦς η̄ οὐ' αὐτῆς ιδρυομένης 'Εταιρείας η̄ 'Εταιρειῶν, ὡς ὁρίζεται ἐν ἀρθρῷ 23 τῆς παρούσης συμβάσεως.

'Αρθρον. 30.

'Εγγύησις.

1. Η Έταιρεία ύποχρεούται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Δ/νσιν Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας) ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι, διὰ ποσὸν Δολ. Η.Π.Α. 250.000 ὅπερ ποσὸν ἐγγυήσεως θὰ συμπληρωθῇ ὑποχρεωτικῶς ὑπὸ τῆς Έταιρείας πρὸ τῆς ἐνάρξεως τοῦ τρίτου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως εἰς Δολ. Η.Π.Α. 300.000. Ή ἐγγυητικὴ αὐτὴ ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Έταιρείας, τὰς ληξιπροθέμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περίοδον πέντε ἑτῶν ἀπὸ τῆς ἡμέρας ἰσχύος τῆς συμβάσεως, ή δὲ 'Εταιρεία θὰ ὑποχρεούται ἀνευ ἑτέρως εἰδοποιήσεως, νὰ ἀνανεώνῃ ἀνὰ τετραετίαν τούλαχιστον αὐτὴν τὴν ἐγγύησιν κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ἰσχύος τῆς συμβάσεως καὶ μέχρι λήξεως ἢ λύσεως ταύτης. Εάν η νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ μιᾶς ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι τούλαχιστον δύο μῆνας πρὸ τῆς ἐκπομπῆς τῆς ἰσχυούσης ἐγγυητικῆς ἐπιστολῆς, ή παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἰσχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν δλῳ ή ἐν μέρει διὰ ποσὰ δριστικῶς πληρωτέων παρὰ τῆς Έταιρείας, κατὰ τοὺς ὄρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἐνα μῆνα ἀφ' ἡς ταῦτα κατέστησαν ὀριστικῶς πληρωτέα.

¹ Εάν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῆ δριστικών πληρωτέα δύο μηνας πρὸ τῆς λήξεως τῆς ἐγγυήσεως, ταῦτα δύνανται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς δριστικοποιήσεως των διὰ τῆς εἰσπράξεως τῆς ἐγγυήσεως ἐκτὸς ἀν ἡ Με-

οδώτρια 'Εταιρεία παράσχη ἐγγυητικήν ἐπιστολήν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

'Ἐὰν δὲ' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως κρίθειτε καταστῆ κατώτερον τῶν Δολ. Η.Π.Α. 250.000 ή 300.000, ή 'Εταιρεία ὑποχρεοῦται νὰ συμπληροῦται ταῦτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὅποιαν αὕτη κατέστη μικροτέρα τῶν δολαρίων Η.Π.Α. 250.000 ή 300.000 ἐπὶ τῇ ποινῇ τῆς προβλεπομένης ὑπὸ τοῦ ἔδαφος (δ) τῆς παραγγ. 3 τοῦ ἀρθροῦ 21.

'Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἔξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καθ' ἣν κρίθειτε λάβει χώραν ἐκκάρησις κατ' ἐφαρμογὴν τοῦ ἀρθρου 23 παρ. 1 ἐδ. α.) καὶ β) τῆς παρούσης συμβάσεως.

2. 'Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παρ. 1 τοῦ παρόντος ἀρθρου ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθιστᾶ ἀνίσχυρον τὴν παρούσαν σύμβασιν ἥτις καὶ θά θεωρῆται ὡς ὀδηγεῖται γενομένη.

3. 'Οσαντώς ἔὰν ή 'Εταιρεία δὲν κρίθειτε παραδόσει ἐμπρόθεσμως τὴν ἐν παρ. 1 τοῦ παρόντος συμπληρωματικήν ἐγγύησιν τῶν Δολ. Η.Π.Α. 50.000 πρὸ τῆς ἐνάρξεως τοῦ τρίτου ἔτους τῆς παρούσης συμβάσεως, τότε τὸ 'Ελληνικὸν Δημόσιον θὰ δικαιοῦται, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ κηρύξῃ ἔκπτωτον τὴν 'Εταιρείαν ἀπὸ παντὸς δικαιώματός της ἐκ τῆς παρούσης συμβάσεως καὶ νὰ διατάξῃ τὴν κατάπτωσιν, ὑπέρ αὐτοῦ τῆς μέχρι τῆς ἡμέρας ἐκείνης ὑφισταμένης ἐγγυήσεως τῶν Δολ. Η.Π.Α. 250.000.

"Ἀρθρον 31.

'Απαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

'Ἡ παρούσα σύμβασις ὡς καὶ αἱ κατὰ τὸ ἀρθρον 23 αὐτῆς μεταβιβάσεις ἀπαλλάσσονται δυνάμει τοῦ ἀρθρου 27 τοῦ Νόμου 3948/1959 τῶν τελῶν χαρτοσήμου καὶ πάσης φύσεως ὑπὲρ τοῦ Δημοσίου καὶ τρίτων εἰσφορῶν δικαιωμάτων καὶ λοιπῶν ἐπιβαρύνσεων.

"Ἀρθρον 32.

'Αρχὴ ἴσχυος τῆς παρούσης.

1. 'Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἀρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς 'Εξουσίας μεθ' ἣν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τοῦ κυροῦντος ταῦτην Νόμου, ἀρχεῖται ἡ ἴσχυς τῆς καὶ αἱ ἐκ ταῦτης συνέπειαι.

2. 'Ἐὰν η παρούσα σύμβασις κρίθειτε κυρώθη μὲτροποιήσεις ή 'Εταιρεία δὲν θὰ δεσμεύῃται ὑπὸ ταῦτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ διοισχερῶς ἐκ τῆς συμβάσεως ταῦτης. 'Ὕποχρεοῦται δύμας αὐτῇ νὰ δηλώσῃ ἐγγράφως ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν 'Εφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυροῦντος τὴν σύμβασιν ὡς ἐτροποιήθη.

'Ἐν περιπτώσει καθ' ἣν τοιαύτη ἀπόδοχη δὲν ὑπερβλήθη ἐμπρόθεσμως ή 'Εταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιώτας τροποποιήσεις.

3. 'Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς 'Εξουσίας τῶν δρῶν τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἀρθρου τριακονθημέρου προθεσμίας, ή ἴσχυς τῆς συμβάσεως ἀρχεῖται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

"Ἀρθρον 33.

Κοινοποίησις.

Πᾶσα κοινοποίησις τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν καὶ ἀντιστρόφως, βάσει τῆς παρούσης συμβάσεως, ἵνα η ἐγκυρός δέον νὰ γίνηται ἐπὶ ἀποδείξει ή διὰ συστημένου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ νὰ ἀπευθύνεται:

α) Διὰ τὰς κοινοποιήσεις τῆς 'Εταιρείας πρὸς τὸ 'Ελληνικὸν Δημόσιον:

Εἰς Τ' πονηρείον Βιομηχανίας
Γενικὴ Διεύθυνσιν Μεταλλείων
Ἄθηναι, Ἐλλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν AN-CAR OIL CO. φροντίδι τοῦ 'Ιωάννου Δ. Φωτοπούλου, δικηγόρου, Επονομάρατους 27, 'Αθηναὶ-Έλλας, διστις δρίζεται ἀντικλητος τῆς 'Εταιρείας ἐν 'Ελλάδι.

'Ἐν ἀνακλήσει τοῦ ὃς ἀνω ἀντικλητοῦ η 'Εταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ δόνοματεπώνυμον καὶ τὴν Δρ/ν τοῦ νέου ἀντικλητοῦ διστις δέον νὰ είναι κάτοικος 'Αθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως-ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντικλητον.

"Ἀρθρον 34.

'Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

'Η AN-CAR-OIL CO. INC. δηλοῖ διστις ἐν περιπτώσει μεταβιβάσεως εἰς τὸ, κατὰ τὰ ἐν ἀρθρῳ 23 παρ. 1 ἐδαφ. (α), (β) καὶ (γ) τῆς παρούσης συμβάσεως καθορίζεται πρόσωπον πρὸς δημοσίευσης, δι' ίδιαςτέρας ἐπιστολῆς, ἀπευθυνομένης πρὸς τὸ 'Ελληνικὸν Δημόσιον, συμφώνως πρὸς σχέδιον ἐπιστολῆς καταρτισθέν παρὰ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων, θὰ ἀναλαμβάνῃ τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς, τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταῦτην, δρ/ως ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου νὰ παράσχῃ καὶ διληγητὴν διάρκειαν τῆς ισχύος τῆς παρούσης συμβάσεως πᾶσκαν ἀνικανίαν τεχνικῆν καὶ οἰκονομικῆν βοηθείαν πρὸς πραγματοποίησην τῶν σκοπῶν τῆς συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταῦτης ἔναντι τοῦ 'Ελληνικοῦ Δημόσιου ὑποχρεώσεων τῆς κατὰ τὰ εἰδικάτερον, ἐν τῷ ὃς ἄνω τῆς ἐπιστολῆς ἐκτιθεται μενα.

"Ἀρθρον 35.

Προστατίχη ἐπενδύσεως κατὰ Ν.Δ. 2687/1953.

Tὸ 'Ελληνικὸν Δημόσιον θὰ παράσχῃ πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἀρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ Ἐπενδύσεως καὶ Προστατίχης εργαλείων 'Εξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐν τοῦ ἐξωτερικοῦ εἰσαχθημένα πάσης φύσεως καὶ μορφῆς εργαλείαν τὰ κρήσιμα η ἀναγκαῖα διὰ τὴν ἀποτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθορίζομένων συστόν καὶ κατὰ τὴν ὑπὸ τοῦ δρ/ζομένην διαδικασίαν.

"Ἀρθρον 36.

Καταβολὴ εἰς τὸ 'Ελληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ γρηγορικῆς κατεπιβολῆς τοῦ 'Ελληνικοῦ Δημοσίου κατὰ τῆς 'Εταιρείας κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ἐπ' ὅσου περὶ τούτης δέον πριβλέπεται ἀλλας ἐν συντήρηση, εἴναι πληρωτέας ἐντὸς ἑνὸς μηνὸς ὅπου τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν.

Τυχόν προσφυγή τῆς 'Εταιρείας εἰς δικαστήν ἐντὸς τοῦ ὃς ἄνω μηνός, κατὰ τὰς δικτάξεις τοῦ ἀρθρου 26 τῆς παρούσης, ἀναπτέλλει τὴν ὑποχρέωσιν τῆς πατερικῆς καὶ διληγητὴν τὴν διάρκειαν τῆς διεξαγωγῆς ταῦτης καὶ ἐπὶ ἕνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν 'Εταιρείαν τῆς σχετικῆς δικαστηκῆς ἀποφάσεως.

"Ἀρθρον 37.

Κακὴ ἐκτέλεσις Συμβάσεως.

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν δέον ὑπὸ διέπωνται ὑπὸ πνεύματος ἀρμονικῆς συνεργασίας καθ' διληγητὴν τὴν διάρκειαν τῆς διεξαγωγῆς ταῦτης καὶ ἐπὶ ἕνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν 'Εταιρείαν τῆς σχετικῆς δικαστηκῆς δικαστηκῆς ἀποφάσεως.

Τὰ συμβαλλόμενα μέρη φητῶς συμφωνεῦν διατά-

ζεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἐργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν ἐν τῷ ἀνωτέρῳ ἀρθρῷ 1 περιγραφωμένην περιοχὴν καὶ ὅτι ἡ παρούσα σύμβασις ἔνσωματῶνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ ὅτι δὲν ὑφίστανται ἔτεραι γραπταὶ ἢ προφορικαὶ συμφωνίαι πέραν τῶν δρῶν τῆς παρούσης συμβάσεως καὶ τῶν παραρτημάτων αὐτῆς.

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

'Αρθρον 38.

Ἐγκυρότης Κειμένων.

‘Η παρούσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ

Αγγλικήν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται
ἴσης ίσχύος.

Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐπαρχεία
ὑπέγραψαν ἐπὶ τῆς μᾶκς σελίδος μόνον ἐκάστου φύλου τὴν
παροῦσαν σύμβασιν.

Ἐν Ἀθήναις τῇ 23 Μαΐου 1970

Οι Συμβαλλόμενοι

Διά τὸ Ἑλληνικὸν Δημόσιον

Ο Υπουργός Βιομηχανίας

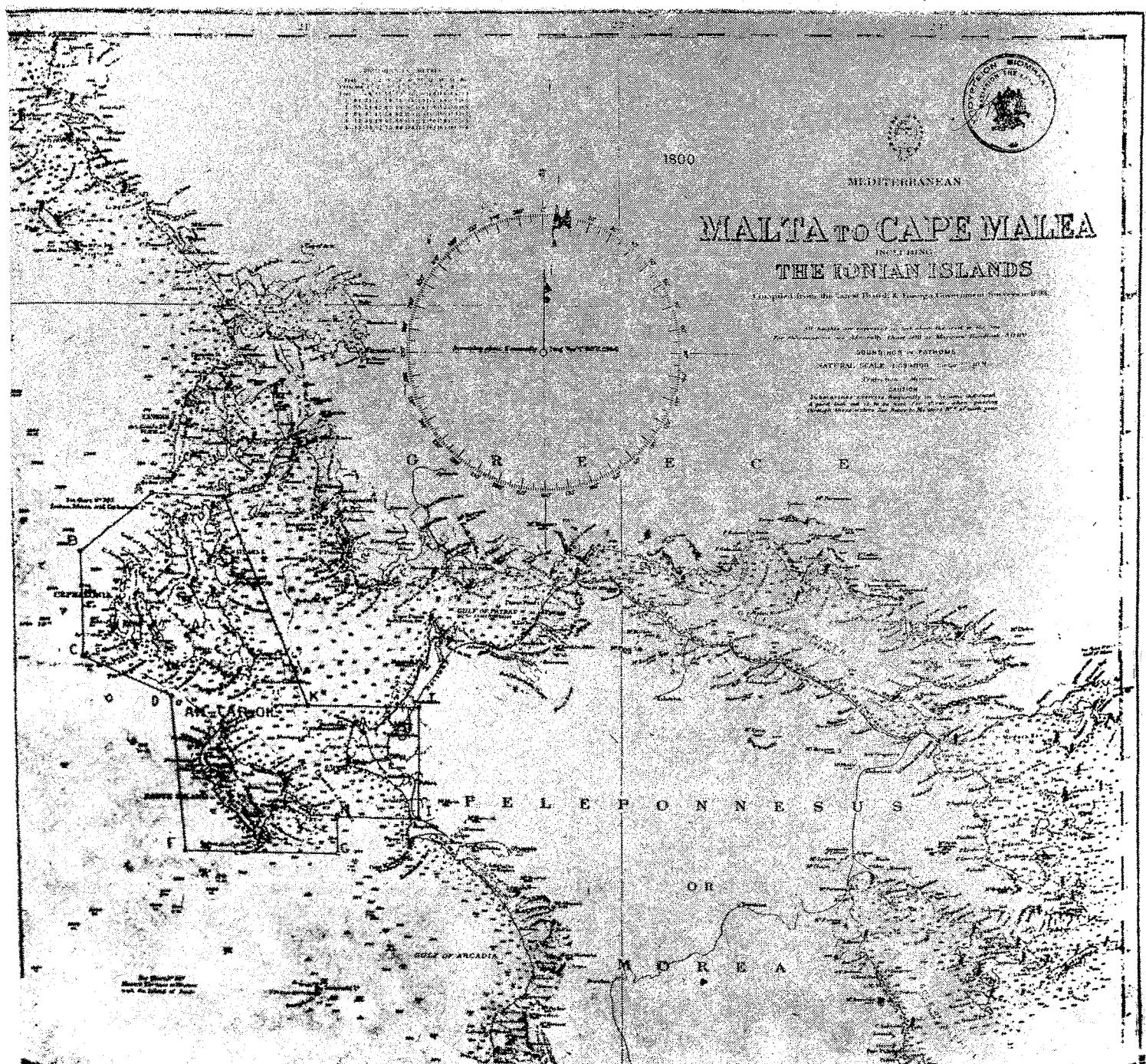
Κ. ΚΥΠΡΑΙΟΣ

Διὰ τὴν Ἐταιρείαν AN-CAR OIL COMPANY

JOHN C. STERGE

PRESIDENT

Εἰδικός Ἐκπρόσωπος



Π Ι Ν Α Ε Β'

Κόστος - "Εξοδα - Βάρη.

1. Τὰ σταιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη τὰ ἀναφέρμενα εἰς τὴν παράγραφον 7 τοῦ ἀρθρου 10 τῆς συμβάσεως εἰς ἣν προσαρτᾶται (δι παρών) ἔχουν ὡς ἀκολούθως :

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

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

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20 %) κατ' ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ὅς π.χ. ἔξι ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἓν τρίτον τοῖς ἑκατὸν (33 1/3 %) κατ' ἔτος τῶν δαπανῶν αἱτίνες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ὅς π.χ. ἔξοδα διακοίνεως φρεάτων, δαπάνας γεωφυσικῶν ἐρεύνων).

"Η ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5 % ἐτησίως ἢ δὲ δι' ἀγωγοὺς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10 % ἐτησίως. Τυχὸν εὐνοϊκότερα ποσοστὰ ἀποσβέσεως ἢ ἄλλα φορολογικὰ κίνητρα ἴσχυοντα ἢ εἰς τὸ μέλλον παρασχεθησόμενα δὲν θέλουσιν ἔχει ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζονται ἐπὶ δομοειδῶν ἐπιχειρήσεων.

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

ε) Ζημίαι προερχόμεναι ἀπὸ βλάβην ἢ καταστροφὴν ἢ ἀπόλειαν περιουσιακῶν στοιχείων χρησιμοποιηθέντων, παραγέντων, κατασκευασθέντων ἢ πωληθέντων καὶ αἱτίνες δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἄλλως, συμπεριλαμβανομένων ζημιῶν ἐξ ἐπισφαλῶν ἀπαιτήσεων, ἀποζημώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συναλλάγματος.

στ) Τόκοι ἐκ χρεῶν οἱ δοποῖοι δέοντα περιορισθεῖν εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ διῶν τῶν δανείων ἢ ἐτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἐταιρείας ἢ συγγενῶν Ἐταιρειῶν ἢ ἐκ μέρους τρίτων τὰ δὲ ἐπιτόκια νὰ εἰναι λογικὰ καὶ συμφώνως μὲ τοὺς τρέχοντας διεθνεῖς νομισματικοὺς ὄρους.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ τὰς ὑπηρεσίας ἄλλων εἴτε:

1) Ὁφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς ἀνδικερομένους εἴτε.

2) Ὁφειλόμεναι ἢ πληρωνόμεναι διὰ λογαριασμὸν τῶν ἀνδικερομένων μέσω ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἄλλων τακείων.

η) Ἡ μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων ἐπιστραφέντων ἐγκαταλειφθέντων ἢ ἄλλως πως διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἐξόδων γεωτρήσεως φρεάτων, μὴ παραγωγῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἐκμεταλλεύσιμους.

θ) Μισθώματα ἢ ἔτεραι καταβολαὶ εἰς τρίτους διὰ τὴν ιχθυν οἰωνοδήποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλισμοῦ κ.τ. (ἢ ἐν σχέσει πρὸς τὴν χρήσιν τούτων) ἀποσβέσεις ἥς κατατίθενται προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος Β.

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

κ) Καταβολαὶ διὰ στρεμματικοὺς φόρους ὡς αὗται προβλέπονται ἐν ἀρθρῷ 8 τῆς παρούσης συμβάσεως κατὰ τὴν διάρκειαν αὐτῶν τῶν περιόδων πρὸ τῆς 1ης περιόδου κατὰ τὴν ὁποίαν καθαρὸν εἰσόδημα πραγματοποιεῖται ὑπὸ τῆς Ἐταιρείας.

λ) Δαπάναι δι' ἐρευνητικὰς ἐργασίας καὶ ἄλλοι δαπάναι γεωτρήσεως (ὅς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος πίνακος) ἐφ' ὅσου ἡ Ἐταιρεία ἀποφασίσῃ τὴν ἀπόσβεσίν των κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος Πίνακος καθορίζομενα.

μ) Πάσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαῖα διὰ τὴν ἐργασίαν, ἡς ἡ ἐκπτωσις ἐπιτρέπεται ὑπὸ τῆς ἑκάστοτε Ἑλληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθηκόντων κερδῶν τῶν Ἀνωνύμων Ἐταιρειῶν.

2. «Τὰς δαπάνας δι' ἐρευνητικὰς ἐργασίας» καὶ ἀλλούς δαπάνας διὰ γεωτρήσεις ὡς αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θά δικαιούται ἡ Ἐταιρεία εἴτε νὰ ἐκπίπτῃ, κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, εἴτε νὰ κερδίλλωσποι ἡ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. «Η σχετικὴ ἀπόφασις περὶ ἐκπτωσεως τῶν δαπανῶν τούτων ἡ κεφαλαιοποίησεως των, θά λαμβάνηται κατ' ἐτοὺς παρὰ τῆς Ἐταιρείας δι' ἑκάστην διαχειριστικὴν περίοδον καθ' ἧν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακο Β καθορίζομένων ὁ ὄρος «Δαπάναι δι' ἐρευνητικὰς ἐργασίας» θά θεωρήθαι περιλαμβάνων ἀπάντας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνοικαλυψόν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἑκτάσεως του ἢ τὰς σχετικούς τοὺς σκοπούς τούτους δαπάνας.

«Ἐν τῇ ἐννοίᾳ τοῦ ὄρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ τὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ διὰ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωληνᾶς ἐπενδύσεως (Casings), ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανῆματα καὶ λοιπά παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὄρου τούτου θά περιλαμβάνωνται δαπάναι σχετικόμεναι πρὸς προκυταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γηίνας, ἐνυπερίους ἢ θελαστίας, ἀπασαὶ αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πρωγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἑκτάσεως κοιτασμάτων ὑδρογονανθράκων.

«Ο ὄρος »Ἄλιοι δαπάναι γεωτρήσεως» θὰ ἐρμηνεύται δημιουργίαις σημαίνων πᾶσαν δαπάνην δι' ἐργατικά, καύσμα, ἐπιδιορθώσεις, συντήρησιν, γειρισμὸν (Handling) ἐρόδια καὶ ὑλικὰ διὰ τὰς γεωτρήσεις ἢ ἐν σχέσει πρὸς ταῦτας καθαρισμόν, ἐκβάθυνσιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τωτῶν.

«Ἐν τῇ ἐννοίᾳ τοῦ ὄρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις, ἢ διὰ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (Casings), ἀποθηκευτικὸς χώρος, κινητῆρας, λέβητας, μηχανῆματα κατὰ.

«Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὄρου περιλαμβάνονται αἱ δαπάναι διὰ γεωτρήσεις, σημαίνων διαχειριστικὴν περίοδον, καύσμα, ἐπιδιορθησία, συντήρηση, γειρισμός (Handling) φρεάτων, καθαρισμός ἀποστράγγισης καὶ ἰσοπέδωσης γαιῶν, κατασκευὴν ὅδων, καρυοτροπία, (γεωλογικὰς μελέταις καὶ τοπογραφικὰς καὶ γεωλογικὰς ἐπισκοπήσεις) προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ κύρων ἀποθηκεύσεως, κατασκευὴν ἀγωγῶν καὶ ἄλλων ἐγκαταστάσεων ἀναρραίων διὰ τὴν προπαρασκευὴν ἢ γεώτρησιν φρεάτων παραγωγῆς διαχειριστικῶν.

«Ἐφ' ὅσου ἡ Ἐταιρεία ἀποφασίσῃ νὰ κεφαλαιωποιεῖσθαι σταθμούς πάντας ἀπαράδεκτος καθορίζονται τὰς δαπάνας της γεωτρήσεων κατ' ἐφαρμογὴν τῶν δικτύων κοιτασμάτων κατά τὸν παρόντος Πίνακος αἵστοις κεφαλαιοποιούμεναι δαπάναι τοῦ παρόντος Πίνακος πάντας της γεωτρήσεως εἰς γράμματα της Ἐταιρείας εἰς γράμματα της παραγωγῆς της τριῶν (3) διαχειριστικῶν γεωτρήσεων ἀρχῆς κρότερον τῶν τριῶν.

γενομένης όπό της διαχειριστικής χρήσεως καθ' θην πραγματοποιούνται αδται.

Ἐν Ἀθήναις τῇ 23 Μαΐου 1970.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δῆμον
‘Ο Γύπουργὸς Βιομηχανίας

Κ. ΚΥΠΡΑΙΟΣ

Διὰ τὴν Ἐπιχείρησιν AN-CAR-OIL CO INC.

JOHN C. STERGE
PRESIDENT

Ειδικὸς Ἐκπρόσωπος

AGREEMENT

FOR

THE EXPLORATION FOR AND DEVELOPMENT
OF LIQUID AND GASEOUS HYDROCARBONS
IN THE SEA AND LAND AREA OF ZAKYNTHOS,
KYLINI AND CEFALONIA.

PREAMBLE

WHEREAS, preliminary discussions were held in Athens between representatives of the Greek State and An-Car Oil Co. regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

WHEREAS, on May 8, 1968, June 6, 1968, and November 29, 1968, respectively, letters were exchanged between the Ministry of Industry and An-Car Oil Co. outlining the basic principles of a proposed Agreement, pursuant to the provisions of Article 5 of Law 3948/59 «Re: research, exploration and exploitation of hydrocarbons», and

WHEREAS, it was agreed that such direct Agreement to be ratified by Law, would be concluded between the Greek State and An-Car Oil Co.,

WHEREAS, An-Car Oil Co., by its letter of November 29, 1968, has stated that the above negotiations were carried out by it, and on its behalf, and

WHEREAS, An-Car Oil Co. is incorporated under the laws of the State of Delaware, of the United States of America, with its registered offices in Boston, Massachusetts, 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. An-Car Oil, hereinafter referred to as the «Corporation» or the «Lessee», represented by its President, John C. Sterge, acting by virtue of a special Action of the Board of Directors of the Corporation on November 24, 1969, attached hereto in the original and an official translation, the present Agreement, pursuant to the concurring opinion of the Council of Mines, has been concluded under the following terms and conditions:

Article 1.

Original exploration area.

For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to the Corporation the explora-

tion area extended to 5.000 square kilometers approximately set out and defined below as follows:

The area in question is encompassed within a borderline (polygonal line) determined by the following points in the map No. 1.800 of the British Admiralty under the scale 1 : 699.000 constituting «SCHEDULE A» of the present Agreement:

From point (A) having as geographical latitude 38° 32' 00" N and geographical longitude 20° 30' 00" E to point (B) having as geographical latitude 38° 23' 00" N and geographical longitude 20° 16' 00" E, thence to point (C) having as geographical latitude 38° 07' 00" N and geographical longitude 20° 16' 00" E, thence to point (D) having as geographical latitude 38° 01' 00" N and geographical longitude 20° 33' 00" E, thence to point (F) having as geographical latitude 37° 37' 00" N and geographical longitude 20° 35' 00" E, thence to point (G) having as geographical latitude 37° 37' 00" N and geographical longitude 21° 05' 00" E, thence to point (H) having as geographical latitude 37° 42' 30" N and geographical longitude 21° 05' 00" E, thence to point (I) situated in the Peloponnese and having as geographical latitude 37° 42' 30" N and geographical longitude 21° 24' 00" E, thence to point (J) situated in the Peloponnese and having as geographical latitude 37° 59' 30" N and geographical longitude 21° 21' 00" E, thence to point (K) having as geographical latitude 37° 59' 30" N and geographical longitude 20° 59' 30" E, thence to point (L) having as geographical latitude 38° 31' 30" N and geographical longitude 20° 44' 00" E and thence to the original point (A) having as geographical latitude 38° 32' 00" N and geographical longitude 20° 30' 00" E.

Except for the underwater space, the islands of Cefalonia, Zakynthos, Ithaki, a section of the Peloponnese as well as any other island situated inside the above perimeter, are also included in the above area.

From the present Agreement are excluded the following spaces A, B, C, D, situated within the above perimeter and determined by the geographical coordinates of the summits of the polygonal line:

SPACE A' (Near Kyllini)

From point (1) having as geographical latitude 37° 55' 15" N and geographical longitude 21° 09' 59" E to point (2) having as geographical latitude 37° 55' 38" N and geographical longitude 21° 10' 04" E, thence to point (3) having as geographical latitude 37° 55' 30" N and geographical longitude 21° 10' 36" E, thence to point (4) having as geographical latitude 37° 55' 08" N and geographical longitude 21° 10' 27" E and thence to the original point (1) having as geographical latitude 37° 55' 15" N and geographical longitude 21° 10' 27" E.

SPACE B' (Near Andravida)

From point (5) having as geographical latitude 37° 56' 08" N and geographical longitude 21° 16' 16" E to point (6) having as geographical latitude 37° 56' 35" N and geographical longitude 21° 16' 40" E, thence to point (7) having as geographical latitude 37° 56' 41" N and geographical longitude 21° 17' 22" E, thence to point (8) having as geographical latitude 37° 56' 26" N and geographical longitude 21° 18' 00" E, thence to point (9) having as geographical latitude 37° 54' 55" N and geographical longitude 21° 18' 30" E, thence to point (10) having as geographical latitude 37° 54' 14" N and geographical longitude 21° 18' 02" E, thence to point (11) having as geographical latitude 37° 54' 00" N and geographical longitude 21° 17' 25" E, thence to point (12) having as geographical latitude 37° 54' 36" N and geographical longitude 21° 16' 43" E and thence to the original point (5) having as geographical latitude 37° 56' 08" N and geographical longitude 21° 16' 16" E.

SPACE C' (Near Andravida)

From point (13) having as geographical latitude 37° 53' 45" N and geographical longitude 21° 19' 01" E to point (14) having as geographical latitude 37° 56' 00" N and geographical longitude 21° 19' 56" E, thence to point (15) having as geographical latitude 37° 55' 28" N and geographical longitude 21° 20' 46" E, thence to point (16) having as geographical latitude 37° 55' 01" N and geographical longitude 21° 19' 54" E, thence to point (17) having as geographical latitude 37° 55' 05" N and geographical longitude 21° 19' 46" E and thence to

the original point (13) having as geographical latitude 37° 55' 45" N and geographical longitude 21° 19' 01" E.

SPACE D' (Near the Valsamata location in Cefalonia)

From point (18) having as geographical latitude 38° 09' 56" N and geographical longitude 20° 36' 41" E to point (19) having as geographical latitude 38° 10' 26" N and geographical longitude 20° 37' 06" E, thence to point (20) having as geographical latitude 38° 10' 13" N and geographical longitude 20° 37' 28" E, thence to point (21) having as geographical latitude 38° 09' 43" N and geographical longitude 20° 37' 03" E and thence to the original point (18) having as geographical latitude 38° 09' 56" N and geographical longitude 20° 36' 41" E.

The geographical longitude is understood eastern computed from Greenwich and the geographical latitude is understood northern computed from the Equator.

The above described original exploration area is marked by a red line on No. 1.800 map of the British Admiralty (at latitude 37° 40' N) under scale 1: 699.000 attached to this Agreement as «Schedule A», signed by both parties hereto and constituting an integral part hereof.

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 three years from the effective date of this Agreement.

2. At least one month before the end of the third year the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the third 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 three 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 one year (first renewal period, from the end of the third 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 third 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 the 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 any of the original exploration areas 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 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 separately 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 limits of the areas surrendered and retained in accordance with the provisions of the present Article as well as the limits of the areas granted for exploration, will be fixed by co-ordination geographic lines.

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 operations under this Agreement and according to the following program:

1st Year: On-shore or off-shore seismic exploration and, in addition, any other geological and geophysical work to determine structural anomalies. In case explorations during the first year would lead the Corporation to form the opinion that an exploratory drilling is advisable

to a minimum depth of 2,600 meters, the Corporation will have the right to start such a drilling any time after the sixth month from the effective date of this Agreement but not later than the 24th month and under the condition that the seismic exploration of the whole area granted would be completed by the 24th month	\$ 250.000
2nd Year: On-shore or off-shore seismic exploration and, in addition, any other kind of geological, geophysical, mechanical or any similar work to determine the location for drilling and any eventual other drilling	\$ 250.000
3rd Year: Completion of the first exploratory drilling of a minimum depth of 2,600 m. in accordance with Article 4 of this Agreement	\$ 1,333.333
4th Year: Drill exploratory well, minimum depth 2,600 m. in accordance with Article 4, of this Agreement	\$ 1,333.333
5th Year: Drill exploratory well, minimum depth 2,600 m. in accordance with Article 4 of this Agreement	\$ 1,333.334

Total: \$ 4,500.000

On condition that the guarantee required by Article 30 herein be duly deposited, the Corporation if so desires, may upon signature and prior to the ratification by Law hereof, commence the exploration operation referred to this 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 expenditures of sums invested by virtue of this paragraph.

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

a) for the whole period of the first three years after the fifth year per square kilometer U.S.\$	900
b) for the whole period of the three following years per square kilometer U.S.\$	1,500
c) for the whole period of the three following years per square kilometer U.S.\$	2,250
d) every three years after the end of the 9th year (after the end of the 14th year from the effective date of this Agreement) per square kilometer U.S.\$	3,000

3. a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement during the initial three-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 opera-

tions under this Agreement during any one of the periods of three years, mentioned in item 2) of this Article, in excess of the specifically mentioned investments for the same period, shall be credited against the obligatory investments for exploration of the following period or periods of three years each.

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

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

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

Administrative expenses shall be taken to be all expenses by the Boston office of the Corporation and expenses charged or incurred by the 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) not to exceed normal rental for this type of rig per calendar year, beginning with the calendar year when the purchased 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-four months from the effective date of this Agreement which will be finished within the third year.

3. During the period from the end of the third to the end of the fourth year, at least one additional deep exploration well shall be drilled.

4. During the period from the end of the fourth to the end of the fifth year at least one additional deep exploration well shall be drilled.

5. The above-mentioned exploration wells shall be drilled by means of a rig of a drilling capacity of at least 4,000 meters, unless seismic information shows that 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 2,600 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 2,600 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 2,600 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 2,600 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 2,600 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 2,600 meters. If the condition provided for in the preceding sentence is not complied with within the established time limit, 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 2,600 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 periods during which any of these obligations are required to be performed.

d) In case hydrocarbons are discovered in the above-mentioned well during this additional drilling in quantities which in the Corporation's opinion would ensure an economically profitable operation for the

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

Article 5.

Right of the Corporation to Receive Development Concessions :

Number and Duration of Same.

1. If during any time when the Corporation holds exploration rights under this Agreement a discovery of hydrocarbons in quantities which in the Corporation's opinion would ensure an economically and commercially 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 to

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 suitable 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, and

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

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

Article 7.

Authorized Operations of the Corporation Restrictions

1. The Corporation shall have the right to carry out geological, geophysical and any other exploration operations for the purpose of discovering hydrocarbons by any method and to carry out reconnaissance geological drilling and deep exploration drilling for the same purpose within the exploration area and development concessions at any time held by the Corporation under this Agreement.

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

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

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

5. For the exercising of the rights enumerated in this Article, and for complying with its obligations under this Agreement, the Corporation shall have the right after complying with the existing legal formalities to build or cause to be built and/or operate and/or rent

from third parties storage tanks, field gathering lines and trunk pipelines for gas and crude oil, separators, plants for the primary treatment of the hydrocarbons produced by it, as for example, gasoline separation plants, desulphurization plants, etc., branch railway lines, storage and loading facilities at 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 the existing installations owned by the Greek State or any Government agency are not sufficient for the Corporation's purposes or when their use is uneconomic for the Corporation.

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

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

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

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

a) The Headquarters of the Navy, through a representative, can follow up the relative researches, after timely notification by the Corporation.

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

c) Navigation in the sea area covered by this Agreement should not be unfavorably affected, and special care will be taken to avoid any damage to existing underwater cables in this 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 rules of avoidance of collisions at sea and the means eventually to be used at sea will bear lights in accordance with regulations in force.

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 case the Corporation finds, during the carrying out of researches, any object of archeological value and archeological findings in general, the Corporation is obliged to interrupt any work and urgently notify

the competent Archeological Findings Service so that the latter may take proper measures for the protection of the archeological findings.

g) Operations can be prohibited or discontinued extraordinarily should such action be considered necessary for reasons of National Security, and the installations in use shall be removed from the area until such time as the reasons causing discontinuation of operations will have disappeared, without any obligation for indemnity on the part of the State, it being contemplated 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 ½ per cent on all hydrocarbons (crude oil, natural gas and natural gasoline) produced and measured by it as per item 3) of this Article in the course of its operations under this Agreement, freed from water and foreign substances.

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

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

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

3. The quantities of hydrocarbons subject to royalty shall be measured at the field storage tanks for crude oil, at well-head for natural gas, and at the separation plants for natural gasoline. The Corporation shall be obligated to install for this purpose adequate measuring devices complying with the standards usually adopted in international oil field practice.

4. The royalty in kind on crude oil shall be taken delivery of by the Greek State at the field storage tanks of the Corporation within forty days from the end of each month to which the royalty payment applies, unless another arrangement is arrived at by mutual written agreement between the Greek State and the Corporation, and the Corporation shall be obligated to store at the sole risk of the Greek State, except that the Corporation will be responsible for any loss or damage resulting from its negligence, the royalty crude oil to be delivered to the Greek State in its field storage tanks free of charge during this period of forty days. In case the Greek State does not take

delivery of its royalty crude oil within the above specified period, the Corporation shall have the choice of either freely disposing of it, in which case the royalty on crude oil shall be paid in cash, or of continuing to store it for the account of the Greek State against an appropriate storage charge, which shall amount to the actual storage cost plus 10 per cent.

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

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

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

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

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

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

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

Article 10.

Taxes

1. The Corporation shall be subject to the income tax for limited stock corporations at a fixed rate of 50 per cent on the net profits derived from its operations during a business period and determined as set forth in item 7) of this Article, whatever the rate in force from time to time for other corporations may be. From the amount of income tax for a business period computed in accordance with this Article there shall be subtracted the amount of the royalties paid during the business period either in cash or in kind pursuant to Article 9 of this Agreement and, from the time the Corporation has net income from the concession, the amounts of Stremmatikos payment pursuant to Article 8 of this Agreement in order to arrive at the net amount of income tax to be paid by the Corporation in respect of the business pe-

riod. It is agreed that the royalties provided for by Article 9 of this Agreement are to be paid on any production of hydrocarbons whether the Corporation's operations result in a net profit or loss. It is further agreed that the royalty and tax rates set forth in Articles 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement, and that the subtraction of the royalties from the income tax will remain unchanged during this Agreement and the Corporation in the consideration of such undertakings agrees and declares that during this Agreement or any time afterwards shall not intend to raise any objection or dispute as to the rate of 50 per cent on the net profits as provided herein above, and it will accept in all cases the contractual effectiveness and validity of this clause.

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

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

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 of 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 non-salaried recorders for possible recording of such agreements and of the present Agreement may not in each case exceed 10.000 Drachmae.

4. Foreign shareholders of the Corporation, provided they are domiciled or reside abroad, are exempted, as regards their income from the Corpora-

tion, from all taxes, regular or extraordinary or levied for special purposes, duties, withholdings, contributions or other exactions in favor of the Greek State, or any Greek authority or legal entity, or any third party, by reason of their capacity as shareholders of the Corporation.

5. All costs, expenses and charges incurred by the Corporation whether inside or outside Greece in connection with its organization and operations under this Agreement prior to the business period during which for the first time it derives gross receipts from the sale of hydrocarbons 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 any claims against the Greek State for losses sustained as a result of its operations under this Agreement.

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

a) Expenditures included in item 1) b) or 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 An-Car Oil Co. 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 which, being

daily signed by the parties hereto, shows 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 Law.

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 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 plat-

forms or vehicles imported by it into Greece in accordance with items 1) and 2) of this Article, except as otherwise provided in Article 22 of this Agreement and such exports shall not be subject to any special authorization or license in each instance nor to the payment of any export and customs duties or any other taxes, charges, fees and stamp duties.

4. Should the Corporation sell or otherwise dispose of the objects imported by it under the terms of this Article, without reexporting them from Greece, it shall be responsible for paying such customs duties and other taxes, charges, fees and stamp duties in accordance with the legislation then in force, which may be applicable to 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 Export.

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

2. «Suitable crude oil» as used in this Article 12 shall mean crude oil which does not contain unique technical characteristics or differs substantially as regards its gravity or quality from the crude oil required by the Greek State Refinery or pre-discovery refineries, which would substantially increase the operating costs of said refinery or pre-discovery refineries in order to produce the pattern of products required by the Greek State, thereby creating an economic hardship for it or them or the addition of major installations would be required in order to 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 those refineries anticipated to operate by virtue of an Agreement signed, between the Greek State and any other Sponsor, before the discovery by the Corporation of commercially exploitable indigenous crude oil, at the time of the Corporation's initial commercial discovery of indigenous crude oil with the amount of crude oil which each such refinery may require, from time to time, for the manufacture of petroleum products which each such refinery has the right or obligation to supply for domestic consumption.

The supply of crude oil to such refineries shall be scheduled sufficiently in advance to permit production, delivery and refinery operations to be in a normal and efficient manner. The obligation to supply and to accept such crude oil shall be subject to normal force majeure provisions.

4.a) The corporation shall have the right at any time to export any production that is in excess of the amounts which the Corporation has the obligation to supply under item 3 of this Article freely in any manner and by any means and under any conditions determined by it without any special 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 the excess crude at posted price provided mutually satisfactory terms and conditions including duration of such purchase arrangements are agreed upon by the Corporation and the Greek State, however, within the limitations of Article 6, item 3.

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

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

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 crude supply contracts and any extensions or substitutions thereof, every possible effort shall be made within the limitations of said con-

tract 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 commencements of production of crude oil in commercial quantities.

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

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

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

8. If the Greek State notifies the Corporation with supporting data that the indigenous crude oil produced by the Corporation is unsuitable for use in the Greek State Refinery or the other prediscovey 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 prediscovey 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 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 43 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 operation under this Agreement.

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

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

ii. 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.

iii. 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 delays 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, discount agios, exchange taxes and brokerage fees of any kind whatsoever, as the Greek State might authorize or impose and which effectively are a part of the cost to firms, as the case may be, of buying or of selling foreign currency.

b) Provided further: in the event the Greek State should ever adopt a system of multiple rates of exchange or of multiple export premiums and import surcharges, then the rate of exchange at which the Corporation shall

be permitted to buy and sell foreign currency shall also not be less favorable than the weighted average of the effective rates of exchange lawfully realized by other enterprises on the exports of minerals from Greece. Such applicable weighted average shall be calculated without any delay and, if necessary on a provisional basis, and its value shall be kept as current as possible, using as weights the latest available trade statistics or, if necessary, provisional estimates for the export value of each class of minerals.

9. For the purpose 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 Drachmas 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 which such certification is required. Certification of rates of exchange for other foreign currencies shall be arranged, at the request of either party to this Agreement, through such Greek or foreign banks as are mutually acceptable to the Greek State and the Corporation.

Article 14.

Other Obligations of the Corporation.

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

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

Supporting material, such as drilling cores, fossils, samples of the formations, samples of crude oil and water, etc., shall be kept by the Corporation in its own premises, it being understood that authorized representatives of the Greek State shall have the right to inspect this supporting material. Should the Greek State desire to obtain such supporting material for its own use, the Corporation shall comply with such requests, but only to the extent that this compliance does not create an additional unusual expense for the Corporation and does not delay or hinder its operations in any manner whatsoever.

3. In the interest of a regional and nation-wide correlation by the Scientific Service of the Greek State of data and information obtained by the various holders of exploration areas and concessions throughout Greece, the Corporation shall supply to the Greek State copies in triplicate of all scientific data collected during its operations, including data and interpretations from the Corporation and/or its contractors, provided, however, all proprietary information of the Corporation and its subsidiaries and affiliates, and any conclusions arrived at by employees of these corporations through the study of the factual data shall be communicated to the

Greek State solely at the discretion of the Corporation. The words all scientific data is meant to include are the following:

a) For the Seismic Research:

i. Complete series of seismic records (seismic time sections) or record section displays for all seismic profiles measured.

ii. Complete results of velocity determinations by refraction method.

iii. Complete series of all maps prepared specifically for maps of iso-chrones or iso-depths for each continuous or phantom horizon.

iv. Technical report on field methods employed.

b) For the Drilling Exploration:

i. Weekly progress bulletin covering drilling operations.

ii. Stratigraphical and lithological log of the drill-holes.

iii. Continuous series of cuttings.

c) For the measurements within the drilled area:

Schlumberger (The different loggings).

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

1. Electrical resistivity logging.

2. Self-potential logging.

3. Gama Ray and neutron logging.

4. Speed of seismic waves (velocity logging).

5. Laterolog-Microlaterolog.

6. Dip Strike logging.

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

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

6. Authorized representatives of the Ministry of Industry and especially of the scientific and technical services of the Greek State shall have the right to visit and observe the scientific activities and technical operations of the Corporation in order to be kept informed and to know the details on the progress of same. These visits shall be carried out in such a manner that the current operations of the Corporation are not hindered.

7. With the exception of generalized figures on the meterage drilled, the number of wells and the total production of hydrocarbons per field, all data, information, reports and materials submitted by the Corporation to the Greek State shall be treated by it as confidential, unless the Corporation advises the Greek State in writing with respect to any specific information that it relieves the Greek State from its obligation. As an exception to the above rule, the Greek State shall have the right to communicate to third parties for purposes of scientific publications or other purposes, the scientific or technical data and information supplied to it by the Corporation, three years after the termination of the Corporation's rights with respect to any specific exploration area or concession to which this information applies or immediately upon termination of this Agreement. The Corporation shall not unreasonably withhold its consent concerning requests of the Greek State to publish or communicate to third parties for publication or otherwise, earlier than stipulated in the pre-

ceding sentence, specific parts of the information supplied to it by the Corporation if, in the Corporation's opinion, this may be done without harming its interests.

Article 15.

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

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

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

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

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

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of Law 1540/1938, of Law 2344/1940 regarding sea and shores, and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and hydrocarbons and their storing as well as to create installations necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the Headquarters of the Army and 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 geological and geophysical surveys and all kind of drillings, the Corporation shall have the right to engage the services of Contractors and Sub-contractors.

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

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

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

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

Article 17.

Employment of Greek and foreign personnel.

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

2. Upon application by the Corporation the State is obligated to approve permits for entry into Greece and permits for staying, working and travelling in Greece for the Corporation's foreign personnel mentioned under item 1) above, except if there are serious reasons to the contrary affecting public security, a case which is also applicable to the Greek personnel employed. Such non-approval to 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 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 for 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 at the 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 to 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, item 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 contracted 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 to be subject to approval by the Corporation, which may refuse such approval if in the Corporation's opinion this candidate is unsuitable for the carrying out of his assignment. The Corporation shall also have the right to request the Greek State to recall a trainee already approved by the Corporation, for the same reason as above. However, in both the above mentioned cases, the Greek State shall have the right to immediately nominate a substitute.

Article 18.

Books of the Corporation.

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

The Corporation is permitted to show its expenditures and its investments in U.S. dollars and to keep their books of account and issue their financial statements in this same currency. The Corporation's tax returns submitted to the Greek authorities shall be denominated in Drachmae, using the rule of 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 com-

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

Article 20.

Surrender.

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

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

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

Article 21.

Fines and Forfeiture

Termination of Agreement by Expiration

Fines.

1. As a penalty for the transgression of any of the terms of this Agreement and for the non - compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1.000 to U.S. dollars 5.000 for each transgression, provided, however, that in case of repetition of the same transgression after the Corporation has received written warning from the Greek State, the fine for such repeated transgression may go up to U.S. dollars 10.000 and provided further that in the cases specified herebelow a) to f) the fine may reach up to U.S. dollars 250,000 for the first two years and U.S. dollars 300,000 after the first two years.

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

Forfeiture

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

- a) Non-compliance with the investment obligations as stipulated in Article 3;
- b) Non-compliance with any of the final awards rendered by the Arbitration Court foreseen in 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 250.000 or 300.000 – three months after this guarantee becomes less than U.S. dollars 250.000 or 300.000 – for any reason whatsoever, due to the fault or negligence of the Corporation at any time during the validity of this Agreement.

4. The forfeiture, as per item 3) above, may apply to all the rights of the Corporation under this Agreement; or only to specific exploration areas or concessions at that time held by the Corporation, depending on the fact as to whether the non-compliance or the default of the Corporation applies to the entire Agreement or to a specific exploration area or concession. In case of total forfeiture the Agreement shall terminate as of the effective date thereof.

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

the final award within which to comply therewith and compliance by the Corporation within this period shall render the declaration of forfeiture null and void.

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

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

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

9. In case of termination of this Agreement either by expiration (item 8) above) or by forfeiture (items 3), 4) and 5) above) or by surrender (Article 20) the Greek State shall not be entitled to any claim for damages or any other indemnity by reason of such termination (it being understood, however, that except in the case of total forfeiture, all obligations of the Corporation accrued up to the date of such termination shall have to be complied with by the Corporation, including the applicable obligations mentioned under item 3) of Article 20). In no event will the Corporation be required to pay to the Greek State more than the deposited guarantee in case of total forfeiture as above.

Article 22.

Disposal of Corporation's Property

1. At the termination of the rights of the Corporation in 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 Corpo-

ration's rights have terminated, the Greek State shall have the preferential right to acquire all or any part 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 receipts from the sale of hydrocarbons.

If, on the contrary, the proceeds of such sales 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) subitem b) 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, whether existing or created by the assignor, or
- b) to another Corporation controlled by An-Car Oil Co., or by another Corporation controlled by An-Car Oil Co., or

c) to any other third party, in this case, however, only upon the written approval of the Ministry of Industry, which approval, given in the Minister's free judgement 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.

4. In the case of a transfer under item 1), sub-items a) and b) and c) above, all expenditures made and all profits or losses incurred by the Corporation shall be treated as having been made or incurred by the assignee under this agreement for purposes including investment obligations and taxation.

Article 24.

Applicable Laws.

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

2. The Corporation and its operations and property in Greece shall be subject to all Greek Laws and Regulations from time to time in force to the extent that they are not in conflict with the terms and provisions of this Agreement. Should such a conflict exist, either today or in the future, the terms and conditions of this Agreement and of the Supplementary or Amendment Agreement, if any, to be entered into as provided in Article 37 item 3) below, shall prevail and the stipulations of the above mentioned Laws and Regulations which are in conflict with the terms and provisions of this Agreement and of the supplementary or amendment agreement, if any, as aforesaid, shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

Article 25.

Force Majeure.

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

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

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

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

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

Article 28.

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

The Greek State declares hereby that no other valid rights or claims exist referring to the exploration and development of hydrocarbons within the original exploration area as defined in said Article 1. Should any such claims be brought forward, the Greek State shall be obligated to safeguard the rights granted to the Corporation under this Agreement and to protect the interests of the Corporation against any such claims. If, however, a third party would successfully assert a right against the Corporation or if such right would be recognized definitely and finally by decision of a Greek Court, 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 natural or juridical person 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 which are supplying products for domestic market consumption as well as the indigenous Refineries anticipated to operate by virtue of agreements signed between the Greek State and any other sponsor, before the discovery of commercially exploitable indigenous crude oil, are not supplying the total product requirements of the domestic market out of their own refi-

nery 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 28, 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 (General Directorate of Mines of the Ministry of Industry) within fifteen days from the signature of this Agreement a Letter of guarantee of a Bank recognized in Greece for an amount of U.S. dollars 250,000, which amount of guarantee will be increased by the Corporation to U.S. dollars 300,000 before the beginning of the third year from the effective date of this Agreement. This Letter of guarantee shall cover the good performance of the present Agreement and all 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 four years said Letter of guarantee, during the entire period of the validity of the 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 bank recognized in Greece at least two months prior to expiration of the valid letter of guarantee this Agreement will expire at the date of expiration of the valid Letter of guarantee. The above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has elapsed 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 claimed.

In case for any reason whatsoever the original amount of the above Letter of guarantee becomes less than U.S. dollars 250,000 or 300,000 as above, the Corporation shall have to re-instate the Letter of guarantee in its original amount at the latest within three months from the date on which it becomes less than U.S. dollars 250,000 or 300,000, under the penalty stipulation in sub-item d) item 3), Article 21. Such Letter of 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.

3. Also in case the Corporation does not deliver in time the supplemental Letter of Guarantee of U.S. dollars 50,000 before the beginning of the third year from the effective date of this Agreement, as per paragraph 1 of the present Article, the Greek State will have the right after thirty days written notice, to declare the Corporation forfeited from all its rights under this Agreement and to levy on the existing Letter of Guarantee up to that date of U.S. dollars 250,000.

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 deposit of the guarantee referred to in Article 30 and its ratification by the legislative authority, after which and following the effective date of the Law ratifying it, its effect and consequences commence.

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

Agreement, with modifications in the Government Gazette. In case such non-acceptance is not submitted in time the Corporation is considered as having accepted such modifications.

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

Article 33.

Communications.

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

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

Ministry of Industry,
General Directorate of Mines,
Athens, Greece.

b) for communications by the Greek State to the Corporation to :

An-Car Oil Co., c/o Mr. John D. Fotopoulos
Counsellor at Law,
27 Xenocratous street,
Athens-Greece.

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

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

Article 34.

Letter of Technical and Financial Assistance

AN-CAR OIL Co. 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 fulfilment of its obligations arising therefrom towards the Greek State and especially of such as are set out in the above mentioned 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 as described above in Article 1 of the present Agreement 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.

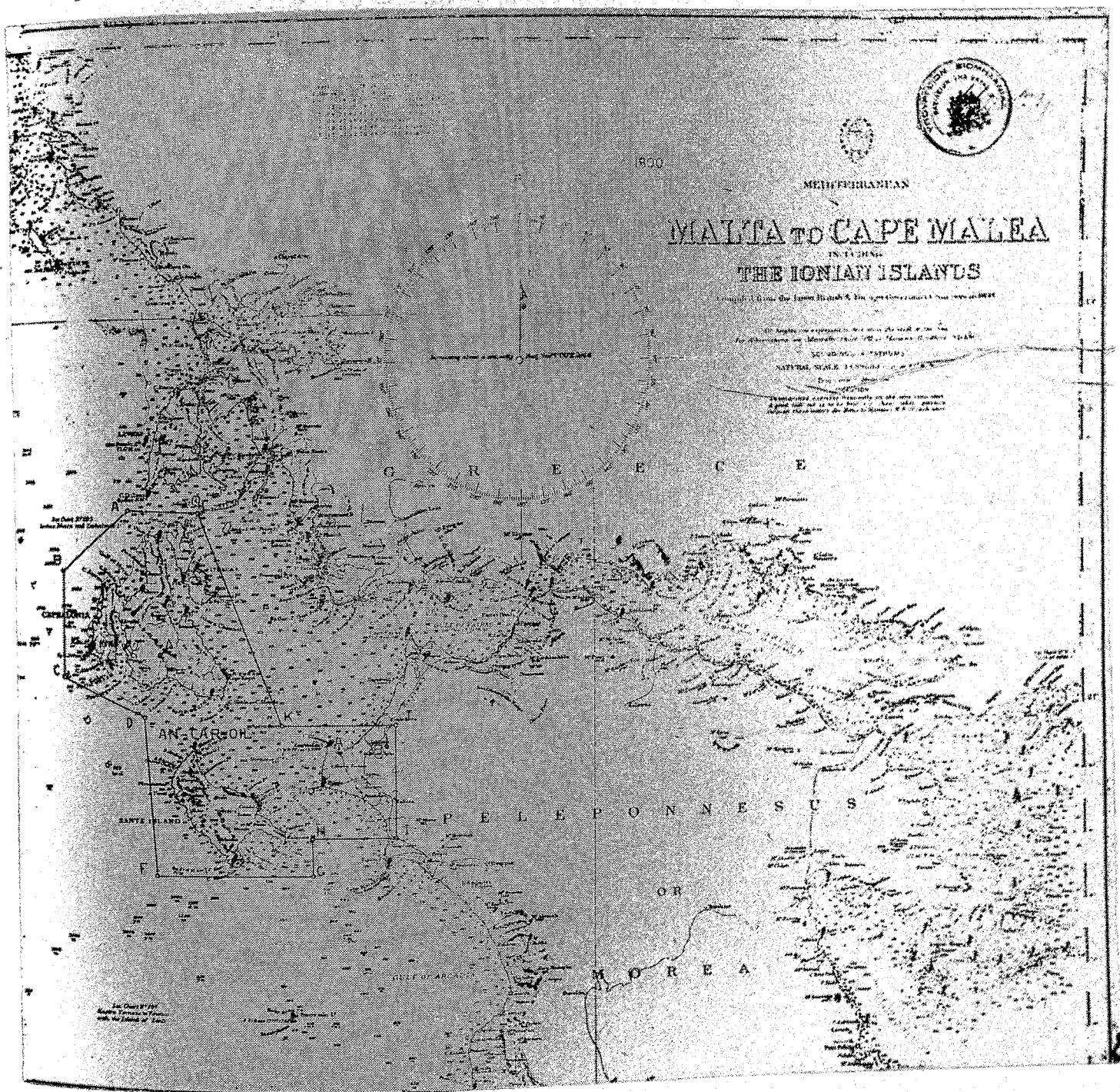
In witness thereof the Greek State and the Corporation have signed this Agreement, on each page typed on one side only of each sheet.

Athens, May 23, 1970

The Contracting Parties

For the Greek State For the Corporation
AN-CAR OIL Co. Inc.

The Minister of Industry JOHN C. STERGE
C. KYPRAIOS President



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 for 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 levelling 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, May 23 1970

The Contracting Parties

For the Greek State

For the AN-CAR OIL Co. Inc.

JOHN C. STERGE

President

C. KYPRAIOS
Minister of Industry