

# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗ<sup>η</sup> 3 ΔΕΚΕΜΒΡΙΟΥ 1970

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
**260**

### ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 592

Περὶ κυρώσεως τῆς ἀπὸ 30 Μαΐου 1970 συμβάσεως μεταξὺ ἀφ' ἐνδὸς τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἐιέρου τῆς ἐν Νιόβερ τῆς Πολιτείας DELAWARE τῶν H.P.A. ἐδρευούσης Ἐταιρείας TEXACO GREECE INC. περὶ παραχωρήσεως εἰς τὴν Ἐταιρείαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν τοῦ Κεντρικοῦ Αἰγαίου Πελάγους.

**ΚΩΝΣΤΑΝΤΙΝΟΣ  
ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ**

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν.

"Αρθρον 1.

Κυροῦται καὶ ἔχει πλήρη ἰσχὺν νόμου ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν Νιόβερ τῆς Πολιτείας DELAWARE τῶν H.P.A. ἐδρευούσης Ἐταιρείας ὑπὸ τὴν ἐπωνυμίαν TEXACO GREECE INC., ὑπογραφεῖσα ἐν Ἀθήναις τῇ 30ῃ Μαΐου 1970 σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὡς ἄνω Ἐταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν τοῦ Κεντρικοῦ Αἰγαίου Πελάγους, ὡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἀρθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτη σχεδιαγράμματι ὡς «Πίναξ Α'» ἐξ ἀρθρων 38 καὶ ἐτέ-

ρου πίνακος ὑπὸ τίτλου «Πίναξ Β' Κόστος - "Εξοδα - Βάρη», ἃς τὸ κείμενον ἔν τε τῇ Ἑλληνικῇ καὶ Ἀγγλικῇ γλώσσῃ παρατίθεται.

"Αρθρον 2.

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

"Ἐν Ἀθήναις τῇ 16 Ιουλίου 1970

**Ο ΑΝΤΙΒΑΣΙΛΕΥΣ  
ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ**

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ  
Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

**Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ**

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ  
**ΣΤΥΛ. ΠΑΤΤΑΚΟΣ**

ΤΑ ΜΕΛΗ

ΝΙΚ. ΜΑΚΑΡΕΖΟΣ, ΑΓΓ. ΤΣΟΤΚΑΛΑΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΤΛΟΣ, ΛΟΤΚ. ΠΑΤΡΑΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΓΕΩΡΓ. ΔΟΤΒΑΛΟΠΟΤΛΟΣ, ΣΠΤΡ. ΖΑΠΠΑΣ, ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΤ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΙΩΑΝ. ΠΑΠΑΒΛΑΧΟΠΟΤΛΟΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΠΑΤΑ. ΜΑΝΩΛΟΠΟΤΛΟΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

"Ἐνθεωρήθη καὶ ἐιένθη ἡ μεγάλη τοῦ Κράτους οφραγίς.

"Ἐν Ἀθήναις τῇ 18 Ιουλίου 1970

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

**ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ**

## ΣΥΜΒΑΣΙΣ

Περὶ Παραχωρήσεως Δικαιώματος 'Αναζητήσεως καὶ Ἐκμεταλλεύσεως 'Υδρογονανθράκων εἰς Θαλασσίαν Περιοχὴν τοῦ Κεντρικοῦ Αἰγαίου Πελάγους.

## ΠΡΟΟΙΜΙΟΝ

Δοθέντος δὲ ἐν συνεπείᾳ τῶν ἀπὸ 12ης Φεβρουαρίου 1970 καὶ 16ης Μαρτίου 1970 ἐπιστολῶν τῆς 'Εταιρείας TEXACO GREECE INC. πρὸς τὸ 'Υπουργεῖον Βιομηχανίας, τοῦ Βασιλείου τῆς Ἑλλάδος, προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις, μεταξὺ ἔκπροσωπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης 'Εταιρείας TEXACO GREECE INC., σχετικῶς μὲ τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δοθέντος δὲ διὰ τῶν ἀνωτέρω διαπραγματεύσεων ἐτέθησαν οἱ βασικοὶ δροὶ συνομολογησμένης συμβάσεως ἀπὸ εὐθείας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης 'Εταιρείας TEXACO GREECE INC. βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων» καὶ κυρωθησμένης διὰ νόμου, καὶ

Δοθέντος δὲ ἡ 'Εταιρεία TEXACO GREECE INC., 'Εταιρεία νομίμως συσταθεῖσα καὶ λειτουργοῦσα βάσει τῶν Νόμων τῆς Πολιτείας Ντελαβάρ (DELAWARE), τῶν Ἡνωμένων Πολιτειῶν Ἀμερικῆς, ἐδρεύοντα ἐν τῇ πόλει Ντόβερ (DOVER) τῆς Πολιτείας Ντελαβάρ (DELAWARE) τῶν Ἡνωμένων Πολιτειῶν Ἀμερικῆς, ἀνήκει ἐξ ὀλοκλήρου εἰς τὴν 'Εταιρείαν TEXACO INC., ἔχουσῃς κύρια γραφεῖα εἰς τὴν πόλιν τῆς Νέας Υόρκης τῶν Ἡνωμένων Πολιτειῶν Ἀμερικῆς, ἡτοι καὶ ὑπέδειξε τὴν ρηθεῖσαν 'Εταιρείαν TEXACO GREECE INC. διὰ νὰ συνομολογήσῃ τὴν παροῦσαν Σύμβασιν μετὰ τοῦ Ἑλληνικοῦ Δημοσίου.

Διὰ ταῦτα

Μεταξύ :

1) τοῦ Βασιλείου τῆς Ἑλλάδος ἀποκαλουμένου ἐν τοῖς ἐφεξῆς τὸ «Ἐλληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ 'Υπουργοῦ Βιομηχανίας Κωνσταντίνου Κυπραίου, καὶ

2) τῆς 'Εταιρείας TEXACO GREECE INC., ἀποκαλουμένης ἐν τοῖς ἐφεξῆς «ἡ 'Εταιρεία» ή «ἡ Μισθώτρια» ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδίκου ἐκπροσωπου ἀντῆς ΙΩΑΝΝΟΥ ΘΕΟΔΩΡΟΥ ΧΑΤΖΗ, ἐνεργοῦντος βάσει πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς 'Εταιρείας ὑπὸ ἡμερομηνίαν 9 Φεβρουαρίου 1970.

Ἡ παροῦσα σύμβασις κατηρτίσθη μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω δρους καὶ συμφωνίας :

Αρθρον 1.

Αρχικὴ 'Ερευνητικὴ Περιοχὴ.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ 'Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παροῦσῆς εἰς τὴν 'Εταιρείαν τὴν ἐρευνητικὴν περιοχὴν ἐξαιρέσει ἀπασῶν τῶν ἐν αὐτῇ νήσων, τὴν περικλειομένην ἐντὸς δριογραμμῆς μεταξὺ τῶν κάτωθι σημείων :

Σημεῖον Γεωγραφικὸν Πλάτος Γεωγραφικὸν Μῆκος

A	39° 19' 00"	B	24° 58' 00"	A
B	39° 34' 30"	B	25° 36' 30"	A
B1	39° 23' 06"	B	25° 58' 40"	A
C	39° 22' 30"	B	26° 08' 30"	A
D	39° 16' 30"	B	25° 50' 00"	A
E	39° 08' 00"	B	25° 50' 00"	A
F	38° 52' 45"	B	26° 30' 00"	A
F1	38° 50' 00"	B	26° 30' 00"	A
G	38° 50' 00"	B	26° 11' 50"	A
H	38° 29' 40"	B	25° 30' 15"	A
I	38° 50' 00"	B	25° 10' 00"	A
K	38° 45' 00"	B	24° 45' 00"	A
L	38° 51' 00"	B	24° 45' 00"	A
M	38° 55' 00"	B	25° 05' 00"	A

(ἐκ νέου εἰς A).

Τὸ γεωγραφικὸν μῆκος νοεῖται ἀνατολικὸν μετρούμενον ἀπὸ Γκρίνουτς, τὸ δὲ γεωγραφικὸν πλάτος Βόρειον μετρούμενον ἀπὸ τοῦ ἴσημερινοῦ. Τὸ ἐμβαδὸν τῆς ἀνω περιγραφούμενης περιοχῆς ἀνέρχεται εἰς 8.900 τετραγωνικὰ χιλιόμετρα περίπου.

Ἡ ὡς ἀνω περιγραφούμενη ἀρχικὴ πρὸς ἔρευναν περιοχὴ, ἐμφαίνεται διὰ μέλαινας γραμμῆς ἐν χάρτῃ τοῦ Βρετανικοῦ Ναυαρχείου No. 1087, ὑπὸ κλίμακα 1 : 300.000, ἐπισυναπτομένῳ τῇ παροῦσῃ συμβάσει, ὡς «Πίναξ Α», ὑπογραφούμενον παρ' ἀμφοτέρων τῶν συμβαλλομένων μερῶν καὶ ἀποτελοῦντι ἀναπόσπαστον μέρος αὐτῆς.

Αρθρον 2.

Δικαιώματα 'Ανανεώσεως καὶ Περιορισμῶν τῆς 'Αρχικῆς 'Ερευνητικῆς Περιοχῆς.

1. Ἡ ὡς ἀνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν 'Εταιρείαν διὰ περίοδον τριῶν (3) ἑταῖν ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης συμβάσεως.

2. Ἔνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ τρίτου ἔτους ἡ 'Εταιρεία θὰ γνωστοποιήσῃ εἰς τὸ 'Ἑλληνικὸν Δημόσιον τοὺς χώρους, οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τρίτου ἔτους. Οἱ ἐπιστρεφόμενοι οὖτε χῶροι θὰ ἔχουν ἔκτασιν ἵσην πρὸς τὰ 30 % τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.

3. 'Εφ' δοσον ἡ 'Εταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν ἀνωτέρω τριετίαν, ὡς ἐν ἀρθροῖς 3 καὶ 4 τῆς παρούσης συμβάσεως ὅριζεται, καὶ προέβη εἰς τὰς εἰναὶ τὴν ἀνωτέρω παρ' 2 ὑποχρεώσεις τῆς ἐπιστροφῆς, ὃ εἰς τὴν 'Εταιρείαν παραμένων χώρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαιώματα δι' ἐτέραν περίοδον 2 ἑταῖν (περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ ζοῦ μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἵσχυος τῆς παρούσης συμβάσεως).

4. 'Εὰν δὲν ἀνευρέθησαν ὑπὸ τῆς 'Εταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλιζούσας εἰς τὴν 'Εταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθη ὡς ἐκ τούτου παρὰ τῆς 'Εταιρείας αἴτησις παραχωρητηρίου, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως τούτου, κατὰ ἐν ἀρθρῷ 21 παραγ. 8 (β) τῆς παρούσης συμβάσεως σχετικῶς δριζόμενα, πᾶς χώρος κατεχόμενος παρὰ τῆς 'Εταιρείας κατὰ τὸν χρόνον ἐκείνον βάσει τῆς παρούσης συμβάσεως, θὰ ἐπιστρέφεται εἰς τὸ 'Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα συμφωνία θὰ θεωρῆται λήξασσα.

5. 'Εὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε ἔτη ἵσχυος τῆς παρούσης συμβάσεως ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως αἴτης κατὰ τὰ ἐν ἀρθρῷ 21 παρ. 8 (β) σχετικῶς δριζόμενα, ἡ 'Εταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς οἰονδήποτε σημεῖον τῆς τότε κατεχομένης παρ' αὐτῆς ἐρευνητικῆς περιοχῆς εἰς ποσότητας ἐξασφαλιζούσας, κατὰ τὴν κρίσιν τῆς 'Εταιρείας, τὴν δυνατότητα αἰονομικῶς συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως, καὶ αὐτῇ ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἀρθρῷ 5 παρ. 1 καὶ 2 δριζόμενα, τότε :

(α) "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης συμβάσεως ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως αἴτης κατὰ τὰ ἐν ἀρθρῷ 21 παρ. 8 (β) τῆς παρούσης συμβάσεως σχετικῶς δριζόμενα, ἡ 'Εταιρεία θὰ ἀνακαίνωσῃ εἰς τὸ 'Ἑλληνικὸν Δημόσιον τὰς περιοχάς, τὰς ὁποῖας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους ἵσχυος τῆς παρούσης συμβάσεως ἡ τῆς τυχὸν ὡς ἀνω παρατάσεως αἴτης. Αἱ περιοχαὶ αἱ ὁποῖαι θὰ ἐπιστραφοῦν θὰ είναι 50 % τούλαχιστον τῆς ἀρχικῆς περιοχῆς.

(β) 'Η 'Εταιρεία θὰ δικαιοῦται μετὰ τὸ πέρας τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης

συμβάσεως νὰ διατηρῇ καθ' δλην τὴν διάρκειαν ἵσχυος τῆς ὡς ἄνω παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἀπάσας τὰς ἔρευνητέας περιοχάς, ἃς ἔχει ἡ Ἐταιρεία μετὰ τὰς ἐπιλεγέσις πρὸς ἐπιστροφὴν περιοχᾶς κατὰ τὰ ἐν τῷ ἀνωτέρῳ ὁδαφίῳ (α) ὅριζομενα. Ὡς ἐκ τούτου εἰς ἣν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν ἐντὸς τῆς ἀρχικῆς ἔρευνητέας περιοχῆς, ὡς αὕτη θὰ ἔχῃ τυχὸν περιορισθῆ, κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος ἄρθρου σχετικῶς ὅριζόμενα, καὶ ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραχωράφου δρους, τὸ σύνολον τῶν ἔρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης παρ. 5, θὰ ἴσσοῦται πρὸς τὰ 20% τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἔρευνητικοῦ χώρου, μεῖον τῶν τυχὸν ἐπιστραφέντων ἔκουσίως, πρὸ τῆς παρελεύσεως τῶν 5 ἐτῶν χώρων, ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης συμβάσεως, καὶ μεῖον τῶν περιοχῶν διὰ τὰς ὄποιας ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἔτους καὶ τῆς τυχὸν αὐτοδικίας κατὰ τ' ἄνω παρατάσσεως αὐτοῦ, παραχωρήσεις πρὸς ἐκμετάλλευσιν.

6. Ἡ ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2 καὶ 5 ὡς ἄνω, θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἐταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις δύναται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν ὄρον ὅτι ἔκαστος τῶν ἐπιστρεφομένων κεχωρισμένων χώρων δὲν θὰ εἶναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

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

Τὰ δριτα, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου ἐπιστρεφομένων καὶ παραχωρατουμένων χώρων, θὰ προσδιορίζωνται διὰ συντεταγμένων ἀναφερομένων εἰς τὸ Ἑθνικὸν τριγωνομετρικὸν δίκτυον.

### Ἄρθρον 3.

#### Ὑποχρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἀπὸ τῆς ἵσχυος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς ἐνέργειαν ἔρευνητικῶν ἐργασιῶν, καὶ κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα :

1ον ἔτος : Θαλασσία σεισμικὴ ἔρευνα ἀναγνωρίσεως (διὰ τῆς μεθόδου DIGITAL) καὶ οἰοδήποτε δὲλλοι τύποι ἐργασιῶν, ἀπαιτούμενοι δι' ἐκτέλεσιν γεωφυσικῶν ἀναγνωρίσεων, πρὸς καθορισμόν, πάχους στρωμάτων, ἀσυμφωνιῶν, γενικοῦ μεγέθους καὶ θέσεως τῶν κυριωτέρων τεκτονικῶν ἀνωμαλιῶν ..... ΗΠΑ \$ 150.000

2ον ἔτος : Θαλασσία σεισμικὴ ἔρευνα (διὰ τῆς μεθόδου DIGITAL) καὶ ἔτεροι τύποι γεωφυσικῶν ἀναγνωρίσεων οἱ ὄποιοι θὰ ἥτο δυνατὸν νὰ ἀπαιτηθοῦν πρὸς συμπλήρωσιν προγενεστέρων ἐργασιῶν διὰ τὸν καθορισμὸν περιοχῶν πρὸς γεωτρησιν, ἐπὶ πλέον δὲ καὶ πιθανὰς δαπάνας δι' ἔρευνητικὰς γεωτρησίες ὑπὸ τὸν δρον ὅτι τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ διὰ ἔχουν ἀποκτηθῆ ἐταρκεῖς γεωφυσικαὶ πληροφορίαι ..... ΗΠΑ \$ 200.000

3ον ἔτος : Ἐρευνητικὴ γεώτρησις ἐλαχίστου βάθους 2.600 μ. . . ΗΠΑ \$ 1.000.000

4ον ἔτος : Ἐρευνητικὴ γεώτρησις ἐλαχίστου βάθους 2.600 μ. . . ΗΠΑ \$ 1.000.000  
5ον ἔτος : Ἐρευνητικὴ γεώτρησις ἐλαχίστου βάθους 2.600 μ. . . ΗΠΑ \$ 1.000.000

Σύνολον Δολαρίων ΗΠΑ  
(Τρία ἑκατομμύρια τριακόσιαι πεντήκοντα χιλιάδες) .. ΗΠΑ \$ 3.350.000

2. Ἡ Ἐταιρεία διατηρήσῃ ἔρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἄρθρῳ 2 φ παρ. 5 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ, τὰ κάτωθι ποσὰ εἰς ἔρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' ἔρευνητικὰς ἐργασίας, οὓς παρακρατεῖ μετὰ τὸ πέρας τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης συμβάσεως.

Κατὰ τετρ. χιλ/τρον

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

3. α) Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς Ἐταιρείας κατὰ τὰς ἐργασίας τῆς ἔρευνης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τριετῆ περίοδον καὶ τὴν ἐπομένην ἀνανεουμένην τοιαύτην ὡς ἀναφέρεται αὕτη ἐν τῷ ἀνωτέρῳ ἄρθρῳ 2 παρ. 3 ἐπὶ πλέον τῶν ὑποχρεώσεων τῆς δι' ἐπένδυσιν δι' ἔκαστον τῶν ἐτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἔρευνας τῆς ἐπομένης ἢ τῶν ἐπομένων τριετῶν περιόδων.

β) Ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει δι' ἔρευνητικὰς ἐργασίας κατὰ τὸ τέλος ἐνὸς ἔτους ἐκ τῶν τριῶν πρώτων ἐτῶν περὶ ὃν ἡ παράγρ. 1 τοῦ παρόντος ἄρθρου ἡ μιᾶς τῶν περιόδων περὶ ὃν ἡ παράγρ. 2 τοῦ παρόντος ἄρθρου διακρούσαν εἰς τὴν περίπτωσιν ταύτην τῶν ἐργασιῶν ἐκμεταλλεύσεως, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, συμφώνως πρὸς τὴν παρούσαν σύμβασιν, εἰς ἢ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ πιστώσεις περὶ ὃν τὸ ἐδάφιον (α) ἀνωτέρω, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἢ τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδύθεντος κατὰ τὸ ἔδιον ἔτος ἡ περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωροῦνται διὰ ἀποτελοῦν πλήρη συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

γ) Ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος τῶν 4ου καὶ 5ου ἐτῶν τῶν περὶ ὃν ἡ παρ. 1 τοῦ παρόντος ἄρθρου ἔρευνητικῶν ἐργασιῶν τὰ κατὰ τὴν παραγράφου ταύτην ἀντιστοιχοῦντα εἰς ἔκαστον τῶν ἐτῶν τούτων ὑποχρεωτικὰ ποσά, εἰς ἢ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ τυχὸν πιστώσεις, ὡς ἐν ἐδαφίῳ (α) ἀνωτέρω, καίτοι ἡ Ἐταιρεία θὰ ἔχῃ συμμόρφωσις εἰς τὰς ἀντίστοιχούσας δι' ἔκαστον τῶν ἐτῶν τούτων συμβατικάς της ὑποχρεώσεις, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ δαπανήσῃ τὴν διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ περὶ οὐ πρόκειται ἔτος καὶ τοῦ πράγματι ἐπενδύθεντος κατὰ τὸ

ἔτος τοῦτο ποσοῦ διὰ τὴν ἀνόρυξιν προσθέτου ἐρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν παρ. 1 ὁρίζομένων τριῶν), ητὶς δέον νὰ ἔχῃ συμπληρωθῆ μέχρι τοῦ τέλους τοῦ 5ου ἔτους τῶν ἐρευνητικῶν ἐργασιῶν. Ὑπὸ τὸν δρὸν τῆς προγραμμένης συμφωνίας μετὰ τοῦ Ἐλληνικοῦ Δημοσίου ἡ περὶ ἣς ἀνω διαφορὰ θὰ δύναται νὰ ἐπενδυθῇ ὑπὸ τῆς Ἐταιρείας ἐν δλῷ ἢ ἐν μέρει, καὶ διὰ τὴν διεξαγωγὴν συμπληρωματικῶν σεισμικῶν καὶ γεωφυσικῶν ἐρευνῶν καὶ ἀναγνωρίσεων.

Ἐὰν κατὰ τὸ τέλος τοῦ 5ου ἔτους ἡ τῆς τυχὸν παρατάσεως αὐτοῦ, κατὰ τὰ ἐν ἄρθρῳ 21 παραγγ. 8 σχετικῶς ὁρίζομενα τῶν περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου ἐρευνητικῶν ἐργασιῶν, ἡ ἀνωτέρω διαφορὰ δὲν ἔχῃ ἐπενδυθῇ ἐν δλῷ ἢ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδαφίῳ (γ). ὁρίζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θὰ καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἐλληνικὸν Δημόσιον. Ἡ καταβολὴ αὐτῇ θὰ ἐνεργῆται ἐντὸς τριμήνου ἀπὸ τῆς λήξεως τοῦ 5ου ἔτους ἡ τῆς τυχὸν κατὰ τὸ ἄρθρον 21 παρ. 8 παρατάσεως αὐτοῦ, καὶ θὰ θεωρῆται διὰ ἀποτελεῖ πλήρη συμμόρφωσιν τῆς Ἐταιρείας, πρὸς τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τῶν 4ου καὶ 5ου ἐτῶν τῆς περιόδου τῶν ἐρευνητικῶν της ἐργασιῶν.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνονται πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἐταιρείας, εἴτε ἐντὸς εἴτε καὶ ἐκτὸς τῆς Ἐλλάδος, οἰασθήποτε φύσεως, καταβληθεῖσαν ἡ διεργασίαν παρὰ τῆς Ἐταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὀργανώσεως, τῶν ἔξοδων διοικήσεως καὶ γενικῶν ἔξοδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἡ μισθώσεως μηχανημάτων καὶ ἔφοδίων, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἔξαιρέσει τῶν ὑπὸ στοιχεῖον γ κατωτέρω ἀναφερομένων) ὑπὸ τὸν δρόν, ἐν τούτοις διὰ ἐκ τῶν δαπανῶν ὀργανώσεως καὶ τῶν ἔξοδων διοικήσεως καὶ τῶν γενικῶν ἔξοδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἐναντὶ τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἐταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοίχους περιόδους.

β) Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῇ παρούσῃ παραγράφῳ 4 ἐδαφίῳ (α) ὁρίζομένων, ὡς δαπάναι ὀργανώσεως θὰ θεωρῶνται, ἀπασαὶ αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς Ἐταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἐξοδα διοικήσεως θὰ θεωρῶνται ἀπασαὶ αἱ δαπάναι τῶν γραφείων, τῆς Ἐταιρείας ἐν Νέᾳ Ὑόρκῃ ὡς καὶ δαπάναι χρεούμεναι ἡ ἐνεργηθεῖσαι παρὰ τῆς μητρὸς Ἐταιρείας καὶ ἡ ὑπὸ ἐλεγχούμενων ἡ συγγενῶν Ἐταιρειῶν τῆς μητρὸς Ἐταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλάς καὶ διαχειριστικὴν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται διὰ περιλαμβάνονται:

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

2. Τὴν ἀγορὰν ἐπίπλων καὶ ἔφοδίων τῶν γραφείων τούτων καὶ πᾶσαν δαπάνην σχετιζομένην πρὸς τὴν ἐγκατάστασιν τούτων.

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

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

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

6. Τὰς δαπάνας παραστάσεως ὀλοκλήρου τοῦ ἐν Ἐλλάδι προσωπικοῦ.

γ) Ἐὰν ἡ Ἐταιρεία εἰς οἰασθήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (RIGS) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ὃς ὁρίζεται ἐν ἄρθρῳ 4 παραγγαραφος 4, ἡ Ἐταιρεία θὰ δικαιούται νὰ πιστώῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου, διὰ ποσὸν μὴ ὑπερβαίνοντος τὰ 20% τῆς τιμῆς ἀγορᾶς (περιλαμβανούμενης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἐλλάδα) ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιοῦντος τύπου γεωτρυπάνου, δι' ἐκαστον ἡμερολογιακὸν ἐτος ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐχρησιμοποιήθη τὸ πρῶτον ἐν Ἐλλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Ἐὰν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάβου ἡ διὰ γεωτρυπάνου ἐκμισθωθέντος τῆς Ἐταιρείας ὑπὸ μετ' αὐτῆς συνεργαζομένου ἡ τρίτου, τότε δόλοκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἡ δόλοκληρον τὸ μίσθωμα θὰ πιστοῦται ἐναντὶ τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, ὅσακις γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἡ τοὺς τρίτους

#### Άρθρον 4.

“Ὑποχρεώσεις ἐργασίας—”Ερευναι.

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ποιήσῃ ται ἐναρξεῖν γεωλογικῶν ἡ γεωφυσικῶν ἐργασιῶν ἐπὶ τοῦ ἐρευνητικοῦ τῆς χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομήνιαν ἰσχύος τῆς παρούσης συμβάσεως, ἀπας ὁ πρὸς ἐρευναν χώρος θὰ πρέπει γὰ ἔχῃ λεπτομερῶς ἐρευνηθῆ γεωλογικῶς ἡ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα τρία ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπόν, διὰς δυνηθῆ ἡ Ἐταιρεία καὶ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἐρεύνης.

2. Μία βαθεῖα ἐρευνητικὴ γεώτρησις θὰ ἀρχίσῃ ἐντὸς τῶν πρώτων τριάκοντα (30) μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ 3ου καὶ μέχρι τοῦ τέλους τοῦ 5ου ἔτους θὰ ἐκτελεσθῶσι τούλαχιστον ἐτεραι δύο βαθεῖαι ἐρευνητικὴ γεωτρήσεις.

4. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φθάσῃ εἰς βάθος 3.300 τούλαχιστον μέτρων ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν διαὶ οἱ γεωλογικοὶ σηματισμοὶ οἱ ὅποιοι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἵκανοτητος.

5. Ἡ τοποθεσία τῶν ὡς ἀνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἐταιρείας κατὰ τὴν κρίσιν της.

6. Ἐὰν συμπληρωθοῦν ἐρευνητικαὶ ἐργασίαι φρεατῶν πέραν τοῦ ἀλαχίστου ἀριθμοῦ εἰς ἐν ἔτος, θὰ πιστοῦνται ἐναντὶ τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους ἡ τῶν ἐπομένων ἐτῶν.

7. Ως βαθεῖα γεώτρησις νοεῖται γεώτρησις βάθους οὐχι μικροτέρου τῶν 2.600 μέτρων μετρούμενου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου πρὸς τὸν σκοπὸν ἐν τούτοις τῆς ἐφαρμογῆς τοῦ παρόντος ἄρθρου, ὡς βαθεῖαι ἐρευνητικαὶ γεωτρήσεις θὰ νοοῦνται καὶ αἱ ἀκόλουθοι τοιαῦται.

α) Οἰασθήποτε γεώτρησις καθ' ἥν ἀνεκαλύφθησαν ὑδρογονάνθακες εἰς βάθος μικρότερον τῶν 2.600 μ. εἰς ποσότητας αἱ ὅποιαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἔξασφαλίζουν οἰκονόμικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν διαὶ ἡ Ἐταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἀνω ἀνακαλύψεως.

β) Οἰασθήποτε γεώτρησις καθ' ἥν τὸ γρανιτικὸν ἡ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰασθήποτε βάθος μεταξύ 750 καὶ 2.600 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἡ γρανιτικὸν ὑπόβαθρον συνηγορεῖται εἰς οἰασθήποτε βάθος πρὸς ἡ τὸ φρέαρ φθάση τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώ-

σει ή 'Εταιρεία θά ύποχρεούται' εἰς ἀνόρυξιν συμπληρωματικού φρέατος, εἰς βάθος 2.600 μ. ἀλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ στοιχείου (α) ἀνωτέρω προβλέπεται ἢ μέχρι συγαντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου ὑποβάθρου εἰς οίονδήποτε βάθος ἢ μέχρις ὅτου συντρέζουν αἱ κατωτέρω ὑπὸ στοιχείου (γ) προβλεπόμεναι προϋποθέσεις, οίονδήποτε τῶν τριῶν τούτων γεγονότων ἥθελε προκύψει ἐνωρίτερον.

γ) Οιαδήποτε γεώτρησις διὰ τὴν ὄποιαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνοῦν διὰ δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Εφ' δον ἡ συμφωνία αὕτη θήθελεν συνομολογηθῆ πρὸν ἡ ἡ γεώτρησις φθάσῃ τὸ βάθος τῶν 750 μέτρων τότε ἡ γεώτρησις αὕτη δὲν θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 2.600 μέτρων, ἀλλως μέχρις ἀνακαλύψεως ὑδρογενναθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχεῖον (α) ὡς ἀνω δρίζεται ἡ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἡ κρυσταλλικοῦ ὑποβάθρου, εἰς οἰονδήποτε βάθος τούτου, ἡ μέχρις διου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνήσουν διὰ περαιτέρω γεώτρησις δὲν δικαιολογεῖται εἰς τὸ φρέαρ τοῦτο οἰονδήποτε τῶν τριῶν τούτων γεγονότων θήθελε προκύψει ἐνωρίτερον.

Εἰς τὰς περιπτώσεις ὑπὸ στοιχεῖα (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὰ μέτρα γεωτρήσεως τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ εἰναι ἔλασσον τῶν 2.600 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν ἐντὸς τῶν καθωρισμένων χρονικῶν δρίων, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν Δολλαρίων Η.Π.Α. 350, δι' ἔκαστον μέτρου, καθ' δ ὑπολείπεται τὸ ἀθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 2.600 μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἀνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις ἐν τῷ συνόλῳ τῶν λαμβανόμεναι θὰ θεωρῶνται ὡς μία βαθεῖα γεώτρησις κατὰ τοὺς δρους τοῦ παρόντος ἀρθρου.

8. Έὰν ἡ Ἐταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεωτρησιν  
οἰουδήποτε ἐρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ  
χωρὶς νὰ ἔχῃ ἀνακαλύψει ἐν αὐτῷ ὑδρογονάνθρακας καὶ ν'  
ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ  
πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν τῆς χρίσιν, ὑπὸ τὴν προϋ-  
πόθεσιν τῆς ἀντικαταστάσεως τούτου δι' ἑτέρας βαθείας γεω-  
τρήσεως κατὰ τὰς διατάξεις τοῦ παρόντος ἅρθρου. Εὰν ἐν  
τούτοις τὸ Ἑλληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς  
λόγους νὰ πιστεύῃ ὅτι ἡ ἀνακαλύψις ὑδρογονάνθρακων θὰ ἥτο  
δυνατή εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ  
δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἐταιρείας συνέχισιν  
τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὅρον ὅτι ἡ  
αἴτησις αὕτη θέλει γίνει πρὸ τῆς μεταθέσεως τοῦ γεωτρυ-  
πάνου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικὸν Δημό-  
σιον δὲν θὰ ἀπαιτήσῃ γεωτρησιν ἔξικνουμένην εἰς βάθος με-  
γαλύτερον τῆς ἵκανοτητος τοῦ γεωτρυπάνου.

‘Η Ἐταιρεία ὑποχρεοῦται νὰ συμμαρφωθῇ πρὸς τὴν ὡς ὡς ἄνω αἰτησιν τοῦ Ἑλλήνικοῦ Δημοσίου, οὐ πό τοὺς ἀκολούθους δρουεῖ :

α) Ή συμπληρωματική γεώτρησις θα γίνη δαπάναις του Έλληνικού Δημοσίου, διπέρ θα καταβάλῃ την Εταιρεία πάσαν δαπάνην της τοιαύτης γεωτρήσεως συμφώνων πρός τάς ύπό της Εταιρείας, διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανομένων των ποσοστῶν άποσβέσεως των προβλεπομένων έν τῷ συνημμένῳ τῇ παρούσῃ συμβάσει Πίνακι B, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστὸν 10 %. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς Εταιρείας, πρὸς πληρωμὴν του μηνιαίου λογαριασμοῦ.

β) Τὰ Ε' ζητήσεις της Εταιρείας προστίθενται στην αριθμητική της ομοιότητα της παρούσης συμβάσεως.

β) Τὸ Ἑλληνικὸν Δῆμοσιον θὰ ἀναλάβῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεωπρησιν καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν ζημίαν ἣν ζήθελον ὑποστῆ ἡ Ἐταιρεία ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεωτρήσεως, ἔξαιρέσει τῶν τυχὸν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς Ἐταιρείας.

γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ξθελε προκαλέσει καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἔργασίας τῆς Ἐταιρείας συμφώνως τῷ παρόντι ἀρθρῳ, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν δροίων οἷαιδήποτε τῶν ὑποχρεώσεων τούτων δέον νὰ εἴγον ἐκπληρωθῇ.

δ) Έν περιπτώσει καθ' ήν ηθελον ἀνακαλυφθῆ εἰς τὸ ὡς  
ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεω-  
τρήσεων ὑδρογονάνθρακες, εἰς ποσότητας ἔξασφαλιζούσας  
κατὰ τὴν ἐλευθέραν τῆς Ἐταιρείας χρίσιν οἰκονομικῶς σύμ-  
φορον διὰ τὴν Ἐταιρείαν ἐκμετάλλευσιν, ή Ἐταιρεία θά ἔχῃ  
τότε τὸ δικαίωμα νὰ αἰτήσηται καὶ λάβῃ παραχώρησιν πρὸς  
ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν  
ώς ἐν ἅρθρῳ 5 τῆς παρούσης συμβάσεως δρίζεται, τῆς Ἐται-  
ρείας ὑποχρεούμενης ώς εἰκός ἐν τῇ περιπτώσει ταύτη νὰ  
πληρώσῃ τῷ Ἐλληνικῷ Δημοσίῳ τριάκοντα ἡμέρας μετά  
τὴν δήλωσιν ὑπὸ τῆς Ἐταιρείας τὴν προβλεπομένην ὑπὸ τῶν  
παρ. 1 καὶ 2 τοῦ ἅρθρου 5, ποσὸν ἔξικινούμενον εἰς τὸ διπλά-  
σιον παντὸς ποσοῦ τὸ διποῖον ἐπλήρωσεν τὸ Ἐλληνικὸν Δημό-  
σιον τῇ Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώ-  
τρησιν (ἐντόκως πρὸς 10 % ἐτήσιως).

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

'Αρθρον 5.

Δικαιώμα τῆς Ἐταιρείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν.

• Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. 'Εὰν καθ' οἰονδήποτε χρόνον καθ' ὅν ἡ 'Εταιρεία διατηρεῖ ἐρευνητικάς περιοχάς βάσει τῆς παρούσης συμβάσεως ἀνευρεθῆ εἰς ἐρευνητικὸν φρέαρ ἀνορυχθὲν παρ' αὐτῆς εἰς οἰανδήποτε τοιαύτην περιοχὴν ποσότης ὑδρογονανθράκων ἔξασφαλίζουσα κατὰ τὴν γνώμην τῆς 'Εταιρείας τὴν οἰκονομικῶς σύμφορον, δι' αὐτὴν ἐκμετάλλευσιν, τούτων (εἰς ἐμπορικὴν κλίμακα), ἡ 'Εταιρεία μετὰ τὴν ὑποβολὴν πρὸς τὸ 'Ελληνικὸν Δημόσιον ἐπάρκων ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ώς παραχώρησις» ἡ «παραχώρησις 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 γνωστοποίησεως συμφώνως πρὸς τὰ ἐν ἀρθρῷ ἔνδεκα (11) τοῦ N. 3948/1959 δριζόμενα, εἰς τὸ 'Υπουργεῖον Βιομηχανίας τῆς ἐπιλεγέσης περιοχῆς, ἡ 'Ε-ταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ' αὐτῆς ἐπιλεγέσης περιοχῆς ἡ περιοχῶν.

3. Ἡ μεγίστη ἔκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ είναι βασικῶς πεντήκοντα τετραγωνικά χιλιόμετρα, οίουδήποτε σχήματος, καθορίζομένου παρὰ τῆς Ἐταιρείας.

Ἐὰν ἐν τούτοις ἡ Ἐταιρεία δύναται νὰ ἀποδεῖξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, ὅτι ἡ πιθανὴ ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα 50 τετραγωνικὰ χιλιόμετρα τότε ἡ Ἐταιρεία θὰ δικαιοῦται εἰς παραχώρησιν ἔκτάσεως πρὸς ἔκμεταλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἑκατὸν (100) τετραγωνικὰ χιλιόμετρα.

4. Ο ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ὅν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ Ἐταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριόριστος. Ἐκάστη δὲ νέα γεωτρησὶς τῆς Ἐταιρείας εἰς ἔρευνητικοὺς χώρους ἀνήκοντας εἰς τὴν Ἐταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων της πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακας, θὰ παρέχῃ εἰς τὴν Ἐταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τούς δρους τοῦ παρόντος ἄρθρου.

5. Η διάρκεια έκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ είναι είκοσιοκατετής (28), ἀρχομένη ἀπὸ τῆς ήμέρας

της ύποβολής δηλώσεως, δι' έκάστην παραχώρησιν, πρὸς ἔκμεταλλευσιν.

'Εφ' ὅσον ή 'Εταιρεία συνεμορφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, τὰς ἀναφερομένας εἰς τὰς καθ' ἔκαστον παραχωρήσεις ἔκμεταλλεύσεως, ή 28ετής αὐτης περίοδος θὰ παρατείνεται αὐτομάτως δι' ἕτερα δέκα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς δρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν δρον ἐν τούτοις, διτὶ οἰαδήποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς ἔκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμοζόνται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων ὃν παρατείνεται ως ἄνω ή ἵσχυς ὑπὸ τὸν δρον διτὶ τροποποιήσεις τοῦ N. 3948/1959 δὲν θὰ ἔχῃ ως συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

#### "Αρθρον 6.

'Υποχρεώσεις ἔκμεταλλεύσεως καὶ παραγωγῆς τῆς 'Εταιρείας.

1. "Αμα τῇ, κατὰ τὸ προηγούμενον ἀρθρον 5 τοῦ παρόντος, ὑποβολῇ τῆς προβλεπομένης ἐν ἀρθρῷ ἔνδεκα (11) τοῦ Νόμου 3948/1959 δηλώσεως δι' ἐπιλεγεῖσαν παρὰ τῆς 'Εταιρείας περιοχήν, αὐτη θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως ὄρίων (DELINeATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξύ των τοιαύτην ἥτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς 'Εταιρείας καὶ κατὰ τὰ διειθῶς τεχνικῶς παραδεδεγμένα, νὰ ἔξασφαλίζῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατήν ἀπόδοσιν.

2. 'Υπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς κατωτέρω παρ. 3, η 'Εταιρεία θὰ διεξάγῃ συνεχῶς παραγωγικὰς ἔργασίας κατὰ τοὺς κανόνας τῆς τέχνης καὶ συμφώνως πρὸς διεθνῶς ἀνεγνωρισμένους κανόνας καλῆς ἔκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἔξασφαλίζῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Κατ' οὐδεμίαν στιγμὴν ἐν τούτοις η 'Εταιρεία θὰ δύναται νὰ ὑποχρεωθῇ παρὰ τοῦ 'Ελληνικοῦ Δημοσίου δπως προβῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἔκάστοτε ὑφισταμένων ἐγκαταστάσεών της, εἰς ρυθμὸν δοτις συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια:

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τεχνικῆς.

β) Εἶναι ἐπιβλαβῆς εἰς τὸν σκοπὸν τῆς, ἐν τελευταίᾳ ἀναλύσει, μεγίστης ἀπόδοσεως καὶ

γ) Δὲν εἶναι οἰκονομικῶς σύμφορος, ητοι δὲν ἔξασφαλίζει εἰς τὴν 'Εταιρείαν κέρδος.

4. Εἰς περίπτωσιν καθ' ἣν τὸ 'Ελληνικὸν Δημόσιον θεωρεῖ διτὶ αἱ ἔργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς 'Εταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν ταῖς ὑπὸ ἀριθ. 1, 2 καὶ 3 παραγράφοις διατάξεων, τότε τὸ 'Ελληνικὸν Δημόσιον θὰ γνωστοποιῇ τοῦτο ἐγγράφως εἰς τὴν 'Εταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης.

Εἶναι αὐτονόητον διτὶ ἐὰν η 'Εταιρεία ἔχῃ ἀντιρήσεις εἰς τὰς ὑποδείξεις τοῦ 'Ελληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἀρθρῷ 26 τῆς παρούσης συμβάσεως ὄριζόμενα, κατὰ τὴν διάρκειαν τῆς ὄποιας η 'Εταιρεία δὲν θὰ ὑποχρεούται νὰ ποιήσηται ἔναρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

#### "Αρθρον 7.

• Επιτρέπομεναι ἐργασίαι παρὰ τῆς 'Εταιρείας-Περιορισμοί.

1. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικάς καὶ οἰαδήποτε ἐτέρων ἐρευνητικήν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἰασθήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικάς γεωλογικάς γεωτρήσεις καὶ ἐρευνητικάς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπὸν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἔκμεταλλευσιν εἰς χειράς τῆς 'Εταιρείας βάσει τῆς παρούσης συμβάσεως ὄποτεδήποτε διαρκύσης τῆς ἴσχυος ταύτης.

2. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσσῃ τὰ ὑπὸ αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων νὰ

ἀνοίγῃ φρέατα ἔκμεταλλεύσεως καὶ νὰ ἔξορύσσῃ τοὺς ἀνακαλυφθέντας ὑπὸ αὐτῆς ὑδρογονανθράκων.

3. 'Η 'Εταιρεία θὰ δικαιοῦται νὰ ἀποθηκεύῃ τοὺς ὑπὸ αὐτῆς παραχθέντας ὑδρογονανθράκων, 'νὰ τοὺς ὑποβάλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν (ῶς π.χ. ἀποχωρισμὸς ὑδατος καὶ ιζημάτων, ἀποθείωσις, ἀποχωρισμὸς τῆς φυσικῆς βενζίνης (NATURAL GASOLINE) ἐκ τῶν φυσικῶν ἀερίων) καὶ νὰ τοὺς μεταφέρῃ.

4. 'Η 'Εταιρεία θὰ ἔχῃ τὴν κυριότητα ἐφ' ἀπάντων τῶν παραχθέντων ὑδρογονανθράκων παρὰ αὐτῆς. καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθερίας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεώς των εἰς τὴν ἐγχώριον ἀγοράν, εἴτε διὰ τῆς ἔξαγωγῆς των, τηρουμένων δμως τῶν ἐν ἀρθροῖς 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ἐν τῷ παρόντι ἀρθρῷ δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, ή μισθώτρια 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγείρῃ η νὰ ἀναθέσῃ τὴν ἀνέγερσιν καὶ η νὰ χρησιμοποιῇ καὶ η νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς, δι' ἀργὸν πετρελαίου η ἀέρια, διαχωριστάς, ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραχθέντων ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἐγκαταστάσεις ἀφαιρέσεως θείου κ.λ.π. δευτερεύοντας σιδηροδρομικάς γραμμάς, ἐγκαταστάσεις ἀποθηκεύσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικοὺς σταθμοὺς καὶ 'Ελληνικούς λιμένας, οἰκήματα διὰ τοὺς ὑπαλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικάς, ραδιοφωνικάς ἐγκαταστάσεις καὶ πᾶσαν ἐτέραν ἐγκατάστασιν διὰ τὴν ἀποτελέσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν καὶ η νὰ χρησιμοποιηθοῦν παρὰ τῆς 'Εταιρείας μόνον ἐφ' ὅσον αἱ ἡδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ 'Ελληνικὸν Δημόσιον η ἀλλην Κρατικὴν 'Υπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς 'Εταιρείας η δταν η χρησιμοποίησίς των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν 'Εταιρείαν κατὰ τὴν κρίσιν ταύτης.

6. 'Η 'Εταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εύδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως νὰ ἀποξηράνῃ χώρους η νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τούς δόποις κατέχει εἰς οἰασθήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ 'Αρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν δύναται τοῦτο νὰ ἀρνηθῇ ἄνευ σοβαροῦ λόγου.

7. 'Επι τῇ αἰτήσει τῆς 'Εταιρείας, ἐγκαίρως ἐκάστοτε ὑποβαλλομένης, τὸ 'Ελληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν 'Εταιρείαν πρὸς ἀπόκτησιν τῶν ἀδείων καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας 'Αρχῆς συμπεριλαμβανομένων τῶν Στρατιωτικῶν 'Αρχῶν, τῶν ἀναγκαιούσων πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραφομένων σκοπῶν.

'Εφ' ὅσον η καθυστέρησις η ἔλλειψις ἀποκτήσεως τοιούτων ἀδείων η ἐγκρίσεων καθιστᾶ ἀδένατον η καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑποχρεώσεων τῆς 'Εταιρείας δὲν θὰ ἀποτελῇ παράβασιν τῶν δρων τῆς παρούσης καὶ θὰ θεωρῆται ως περίπτωσις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἀρθροῦ 25 τῆς παρούσης συμβάσεως.

8. 'Η 'Εταιρεία κατὰ τὴν ἔκτελεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως διενεργῇ ἐκρήξεις δ' ἀεριοβόλου η διὰ χρησιμοποιήσεως ἐτέρας ἐφαρμοζόμενης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδιος. Μόνον εἰς ἔξαιρετικὰς περιπτώσεις καθ' ἄς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατὸν νὰ ἀποδώσουν ίκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται η χρησιμοποιούησις ἐκρηκτικῶν υλῶν.

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

α) Τὰς σχετικὰς ἔρευνας θὰ δύναται νὰ παρακολουθήσῃ τὸν Ἀρχηγεῖον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούμενον πρὸς τοῦτο ἐγκαίρως ὑπὸ τῆς Ἐταιρείας.

β) Αἱ ἔργασίαι δὲν θὰ ἐπιφέρουν οὐσιώδεις μεταμορφώσεις ἀπὸ τῶν καὶ βιθῶν τῆς περιοχῆς.

γ) Δὲν θὰ ἐπηρεάσεται δυσμενῶς ἡ Ναυσιπλοῖα εἰς ἄπασαν τὴν θαλασσίαν ἐκτασιν περὶ ἡς ἡ παροῦσα σύμβασις καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα, πρὸς πρόληψιν οἰκαδήποτε βλάβης ὑφισταμένων ὑποθρυχίων καλωδίων ἐν τῇ περιφερείᾳ ταύτης.

δ) Θὰ ἀπαγορευθῶσιν αἱ ἔργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κλπ. τὰ τυχὸν δὲ, χρησιμοποιηθῆσόμενα πλωτὰ μέσα θὰ συμφορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγχρούσεων ἐν θαλάσσῃ, καὶ θὰ φωτοσημάνωνται τὰ ἐντὸς τῆς θαλάσσης χρησιμοποιηθῆσόμενα μέσα, συμφώνως τοῖς κεκανονισμένοις.

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα δέον νὰ παραχθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Δ/σιν Ὑδρογραφίας B.N. πρὸς ἔκδοσιν τῶν σχετικῶν Ἀγγελιῶν καὶ Προγγελιῶν τοῖς Ναυτιλλόμενοις.

στ) Ἡ Ἐταιρεία ὑποχρεοῦται ὅπως, εἰς περίπτωσιν ἀνευρέσεως κατὰ τὴν διενέργειαν τῶν ἐρευνῶν, οἰουδήποτε ἀντικειμένου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, ἀναστέλλῃ τὰς εἰς τὴν περιοχὴν ταύτην ἔργασίας της, αἵτινες θὰ ἥδυναντο νὰ ἐπηρεάσουν τὰς τοιαύτας ἀρχαιότητας, καὶ εἰδοποίησθε ἐπειγόντως τὴν ἀρμοδίαν Ὑπηρεσίαν Ἀρχαιοτήτων, εἰς τρόπον ὥστε αὕτη νὰ λάβῃ ἀπάντα τὰ ἐνδεικνύομενα μέτρα πρὸς προστασίαν τῶν τοιούτων ἀρχαιοτήτων. Οἰαδήποτε καθυστέρησις ἐκπληρώσεως τῶν ὑποχρεώσεων τῆς Ἐταιρείας κατὰ τὴν παροῦσαν σύμβασιν ἡτις προεκλήθη ἐκ τῆς λήψεως τῶν τοιούτων μέτρων δὲν θὰ ἀποτελῇ παράβασιν τῶν ὅρων τῆς παρούσης συμβάσεως καὶ θὰ θεωρῆται ὡς ἀνωτέρα βίᾳ κατὰ τὸ ἄρθρον 25 αὐτῆς.

ζ) Αἱ ἔργασίαι θὰ ἀπαγορεύωνται ἡ διακόπτωνται ἐκτάκτως, ἐφ' ὅσον ἤθελε κριθῆ ἀναγκαῖον διὰ λόγους ἔθνηκῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ἔως ὅτου ἐκλείψωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἀνευ οὐδειᾶς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Οὐκ ἥττον τοιαύτη διακοπὴ τῆς ἔργασίας θὰ θεωρῆται ὡς προξενηθεῖσα ἐξ ἀνωτέρας βίας, συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

#### "Αρθρον 8.

##### Καταβολὴ στρεμματικοῦ φόρου.

Ἡ Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον, δστις θὰ ἀνέρχεται εἰς χιλίας (1.000) δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐφ' ἄπασῶν τῶν παραγωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰαδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.

Ἡ καταβολὴ τοῦ φόρου τούτου δρχεται ἀπὸ τῆς στιγμῆς καθ' ἥν ἡ Ἐταιρεία καθίσταται μισθώτρια παραγωρήσεων.

#### "Αρθρον 9.

##### Δικαιώματα.

1. Ἡ Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ 12,50% (δώδεκα καὶ ἡμίσιου ἐπὶ τῆς ἑκατὸν) ἐπὶ πάσης ποσότητος παραγομένων καὶ μετρουμένων, κατὰ τὰ ἐν παρ. 3 τοῦ παρόντος ἄρθρου, ὑδρογονανθράκων (ἄργον πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς, κατὰ τὴν διάρκειαν τῶν ἔργασιῶν της, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων δόσατος καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς Ἐταιρείας χρησιμοποιούμεναι διὰ τὰς ἰδίας τῆς ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἡ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (Repressuring) ἡ ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἔργασιῶν κυρίως καυόμενα ἀέρια (Flared Gas) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλλονται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἶδος, ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκάστου ἡμερολογιακοῦ ἔξαμήνου τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἐταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἡ τμῆμα τῶν δικαιωμάτων του εἰδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν ἔξαμηνον διὰ τὸ ἀργὸν πετρέλαιον καὶ ἡ τὸ φυσικὸν ἀερίον. 'Αφ' ἡς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποίησεν τὴν ἐπιλογὴν του εἰς τὴν Ἐταιρείαν οὐδεμία μεταβολὴ θὰ είναι ἐπιτρεπτὴ ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἔξαμηνου, πλὴν ἐπιτεύξεως ἀμοιβαίων ἵκανοντοιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἀργὸν πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἐταιρείας, διὰ τὸ φυσικὸν ἀερίον εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τούτον ἡ Ἐταιρεία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα συστήματα εἰς τὴν διεθνῆ πρακτικὴν τῶν πετρελαίων.

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἶδος δικαιωμάτα του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἐταιρείας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἡ δὲ Ἐταιρεία ὑποχρεοῦται νὰ ἀποθηκεύσῃ, ἐπὶ ἀποκλειστικῷ κινδύνῳ τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ εὐθύνη δικαιούμενης τῆς Ἐταιρείας δι' οἰαδήποτε ἀπώλειαν ἡ ζημίαν προερχομένην ἐξ ἀμελείας της, εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς κατὰ τὸ ὡς ἀνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἀνευ οὐδεμίας ἐπιβαρύνσεως τοῦ Δημοσίου τὸ ούτωσει εἰς τὸ Δημόσιον παραδοθηθῆσόμενον ὡς δικαιώματα ἀργὸν πετρέλαιον. Ἐν περιπτώσει καθ' ἥν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλαμβάνῃ ἐντὸς τῆς ὡς ἀνω χρονιδου τὰ δικαιώματα ταῦτα εἰς εἶδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαθέσῃ ἐλεύθερως τοῦτο, δόποτε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἡ νὰ ἐξακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποθηκευτρων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σὺν 10 %.

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

6. Ἐάν ἡ Ἐταιρεία εἴναι ἴδιοκτήτρια καὶ ἐκμεταλλεύεται οἰαδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἐταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρις οἰαδήποτε σημεῖου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιήθηται παρὰ τῆς Ἐταιρείας ἔναντι καταβολῆς δαπανῶν πλέον 10 %.

‘Η παροῦσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας νὰ κατασκευάσῃ ἀγωγούς ἡ οἰαδήποτε ἐγκαταστάσιν μεταφορᾶς ἐπὶ πλέον τῶν δόσων τυχὸν ἔχει ἡ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰαδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκαταστάσιν ἡ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τούτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ 'Ἐταιρεία θὰ καταστῇ ἔξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν 'Ελλάδι τιμὴν (POSTED PRICE) τὸ καταβλητέον εἰς τὸ 'Ελληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμῆματος ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διϋλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν 'Ελλάδι Διϋλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν 'Ἐταιρείαν, ὡς τοῦτο δρίζεται εἰς τὸ ἄρθρον 12, παρ. 9 (α).

'Απὸ τῆς στιγμῆς καθ' ὃν ἡ 'Ἐταιρεία θὰ καταστῇ ἔξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν 'Ελλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν 'Ελληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ παραγομένου παρ' αὐτῆς πετρελαίου ἐν 'Ελλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο δρίζεται εἰς τὸ ἄρθρον 12 παρ. 9 (β).

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (GASOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου δροῦ τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς 'Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ πληρωμὴ δικαιωμάτων μεῖον ἔξόδων βιομηχανοποιησεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἔργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὅσον καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου δροῦ τιμῶν πωλήσεως, τῶν πραγματοποιηθεισῶν παρὰ τῆς 'Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ καταβολὴ τῶν δικαιωμάτων δι' ἔκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μεῖον ἔξόδων μεταφορᾶς ἀπὸ τῆς κεφαλῆς τοῦ φρέατος (WELL-HEAD) εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται καθ' ἔκάστην ἔξαμηνίαν ἐντὸς τοῦ 'Ιανουαρίου καὶ 'Ιουλίου ἔκαστου ἔτους.

#### Άρθρον 10.

Φόροι.

1. 'Η 'Ἐταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος ἀνωνύμων ἑταίρειῶν βάσει παγίου συντελεστοῦ 50% ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἔργασιων αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν δριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἄρθρου οἰασδήποτε καὶ ἀν εἶναι ὁ συντελεστὴς ὁ ἔκαστοτε ἰσχύων διὰ τὰς ἄλλας 'Ἐταιρείας. 'Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον ὑπολογιζόμενου συμφώνως πρὸς τὸ παρὸν ἄρθρον θὰ ἀφαιρῆται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἰδὸς δυνάμει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως, καὶ ἀπὸ τοῦ χρόνου καθ' ὃν ἡ 'Ἐταιρεία κτᾶται καθαρὸν κέρδος, ἐκ τῆς παραχωρήσεως, τὰ ποσὰ τοῦ στρεμματικοῦ φόρου συμφώνως τῷ ἄρθρῳ 8 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὅπως εὑρεθῇ τὸ καθαρὸν ποσόν, τοῦ φόρου εἰσοδήματος, τὸ ὅποιον θὰ καταβληθῇ ὑπὸ τῆς 'Ἐταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν περίοδον.

Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως δέον νὰ καταβάλλωνται ἐπὶ οἰασδήποτε παραγωγῆς ὑδρογονανθράκων ἀσχέτως ἐὰν αἱ ἔργασίαι τῆς 'Ἐταιρείας ἀποφέρουν κέρδος ἡ ζημίαν.

Συμφωνεῖται περαιτέρω ὅτι τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ βάρη, ὡς ταῦτα ἀναφέρονται ἐν ἄρθροις 9 καὶ 10 τῆς παρούσης συμβάσεως θὰ παραμείνουν ἀμετάβλητα καθ' ὅλην τὴν διάρκειαν τῆς συμβάσεως ταύτης καὶ ὅτι ἡ ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος θὰ παραμείνῃ ὡσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ δὲ 'Ἐταιρεία, ἐν ὅψει τῆς ἀναληφθείσης ταύτης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῖ ὅτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ καὶ μεταγενεστέρως οὐδεμίαν προ-

τίθεται νὰ προβάλῃ ἀντίρρησιν ἢ ἀμφισβήτησιν ὡς πρὸς τὸ ποσοστὸν ἐκ 50% ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ὄντωτερω, ἀποδεχομένη κατὰ πᾶσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ἴσχυν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν τῇ ἀνωτέρῳ παραγράφῳ 1 ἀναγνωρίζεται ὡς ἐκπιπτέον συμφώνως πρὸς τὸΝόμον 1413/1950 τὸν κυρώσαντα τὴν σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν H.P.A. καὶ τοῦ Βασιλείου τῆς 'Ελλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχὸν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθησόμενοι ὑπὸ τῆς 'Ἐταιρείας εἰς τὰς H.P.A. κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ H.P.A. καὶ τοῦ Βασιλείου τῆς 'Ελλάδος ἡ μετὰ τὴν λῆξιν αὐτῆς δὲν θὰ ἐπηρέζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς 'Ἐταιρείας, τὸν καταβλητέον εἰς τὸ 'Ελληνικὸν Δημόσιον συμφώνως πρὸς τὴν παραγρ. 1 ὡς ἀνωτέρω.

3. 'Εξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων, τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (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 τῆς, τὰ δικαιώματα τῆς καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἔργασιων δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰασδήποτε μηχανήματα, ἀνταλλακτικά, ἔχαρτηματα, ἔργαλεῖα καὶ ὑλικά παντὸς εἰδούς τὰ εἰσαγόμενα ἐκ τοῦ ἔξωτερον τῆς 'Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (έξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἰδούς) ὡς καὶ τῶν ὑπὸ τῆς 'Ἐταιρείας παραγομένων ὑδρογονανθράκων, ἔξαιρουμένων τῶν διυλισμένων προϊόντων οἰασδήποτε φύσεως, θὰ ἀπαλλάσσονται παντὸς φόρου ἀμέσου ἢ ἐμβέσου παντὸς εἰδούς καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων τελῶν χαρτοσήμου η εἰσφορῶν ἢ πάσης ἐπέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοπούς ὑπὲρ τοῦ 'Ελληνικοῦ Δημοσίου ἢ οἰασδήποτε 'Ελληνικῆς Ἀρχῆς ἡ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλήν τῶν καθαρῶν ἀνταποδοτικῶν τελῶν δι' ὑπηρεσίας ἡ δικαιωμάτα πάσης φύσεως καὶ τῶν ὑπὲρ τῶν ἀσφαλιστικῶν ταμείων καὶ 'Οργανισμῶν Ἐργοδοτικῶν Ασφαλιστικῶν Εἰσφορῶν.

'Η παρούσα σύμβασις καθὼς καὶ οἰασδήποτε συμφωνία ἡ σύμβασις βάσει ταύτης, ἡ ὅποια ἥθελεν ὑπογραφῆ, σκοπούσα τὴν ἀπόκτησιν δικαιωμάτων ἔξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιοχῆς τῆς περιγραφομένης ἐν ἄρθρῳ 1 τῆς παρούσης ἡ καὶ σχετιζομένων πρὸς τοὺς σκοπούς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὄφελος τοῦ 'Ελληνικοῦ Δημοσίου, οἰασδήποτε 'Ελληνικῆς Ἀρχῆς ἡ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ 'Ελληνικοῦ Δημοσίου ἐν σχέσει πρὸς τὰ κατώτατα δριακηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ διακηγόρων οἱ ὅποιοι παρέχουν ὑπηρεσίας σχετικάς πρὸς τὴν παρούσαν σύμβασιν.

Αἱ ἔκαστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφων διὰ τὴν κατάρτισιν οἰασδήποτε συμβάσεως σχετιζομένης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ ὑποθηκοφυλάκων ἐμμίσθων ἡ ἀμοιβαὶ διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης ἐπ' οὐδενὶ λόγῳ εἰναι δυνατὸν νὰ ὑπερβῶσι δι' ἔκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι τῆς 'Ἐταιρείας ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἡ διαμένουν εἰς τὸ ἔξωτερον τῆς 'Ἐταιρείας, ἀπαλλάσσονται ὡς πρὸς τὸ εἰσοδήματα αὐτῶν ἐκ τῆς 'Ἐταιρείας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθείσης δι' εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἡ ἀλλων ἐπιβαρύνσεων ὑπὲρ τοῦ 'Ελληνικοῦ Δημοσίου ἡ οἰασδήποτε 'Ελληνικῆς Ἀρχῆς ἡ Νομικοῦ Προσώπου ἢ τρίτων, λόγῳ τῆς ιδιότητος των ὡς μετόχων τῆς 'Ἐταιρείας.

5. "Απασαι αι δαπάναι, ξέοδα και ἐπιβαρύνσεις τῆς Ἐταιρείας, αι σχετικαι μὲ τὴν δργάνωσίν της και τὰς ἔργασίας της κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς ἡ ἔκτος τῆς Ἐλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἐταιρείας βάσει τῆς παροῦσης συμβάσεως, θὰ ἀθροίζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὰ λογιστικὰ βιβλία και θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀργῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

6. 'Ἐν περιπτώσει καθ' ἦν ἡ Ἐταιρεία ἐμφανίσῃ καθαρὸν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους τῆς ἀπόκτησιν τῆς πρώτης τῆς παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἡ ἐλόγως ζημία θὰ ἄγγηται εἰς νέον ὑπὸ τῆς Ἐταιρείας και θὰ ἐνοποιηται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἡ περιόδων, εἴτε αὗται δεικνύουν κέρδη εἴτε ζημίας.

Τὸ οὕτω προκύπτον ἀποτέλεσμα ἐξ ἔξακολουθῇ νὰ ἐμφανίζῃ ζημίαν θὰ ἄγγηται και πάλι εἰς νέον ὑπὸ τῆς Ἐταιρείας και θὰ ἐνοποιηται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἡ ἐπομένων διαχειριστικῶν περιόδων. 'Ἡ ἀνωτέρω μεταφορά εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἡ λήξη ἡ παροῦσα σύμβασις. 'Ἡ Ἐταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἢς ζήθελεν ὑποστῆ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παροῦσης συμβάσεως.

7. Διὰ τοῦ δρου «καθαρὰ κέρδη» τῆς Ἐταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἑκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἀτινα προκύπτον μετ' ἀφαίρεσιν ἐκ τῶν συνοικικῶν ἀκαθάριστων ἔσδων τῆς Ἐταιρείας τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων και ἔξδων ἐν γένει διὰ τῶν ὁποίων ἐπιβαρύνθη ἡ Ἐταιρεία λόγω τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἢν αὗται προέκυψαν ἐντὸς ἡ ἔκτος τῆς Ἐλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις και ἔοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν και ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, και τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα (B) τῆς παροῦσης συμβάσεως και ἡ ἔκπτωσίς των θὰ ἐπιτρέπηται ἀνεξαρτήτως ἰσχύοντων ἡ μελλόντων νὰ ἴσχύσουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγω ἐκπτώσεις.

Αἱ ἔκτος Ἐλλάδος δαπάναι μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως περὶ δῶν ὑπὸ στοιχεῖα (α) και (β) κατωτέρω δὲν θὰ δύνανται νὰ ὑπερβοῦν ποσοστὸν 10% ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἐταιρείας ἐντὸς τῆς Ἐλλάδος.

Αἱ οὕτω περιοριστικῶς ἔκπτωτά μεναι δαπάναι εἶναι :

α) Αἱ ἐν παραγράφῳ 1 (β) τοῦ Πίνακος Β δαπάναι αἱ ὀποῖαι πραγματοποιοῦνται ἐκτὸς Ἐλλάδος.

β) Αἱ δαπάναι διὰ πρηγράφων 1 (α) τοῦ Πίνακος Β και αἱ δαπάναι πωλήσεως τῶν ἐν παραγρ. 1 (δ) τοῦ Πίνακος Β', αἱ ὀποῖαι πραγματοποιοῦνται ἐκτὸς Ἐλλάδος διὰ λογαριασμὸν τῆς Ἐταιρείας ὑπὸ ἑτέρων Ἐταιρεῶν αἱ ὀποῖαι ἐλέγχονται ἀπ' εὐθείας ἡ ἐμμέσως ὑπὸ τῆς TEXACO GREECE INC. ἡ ὑπὸ ἑτέρων συγγενῶν Ἐταιρεῶν.

Εἰς τὰς ὡς ἄνω δμως δαπάνας, ἐπιβαρύνσεις και ἔοδα, δὲν θὰ περιλαμβάνωνται τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παροῦσης συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα).

Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἔξορυσσομένων ὑδρογονανθράκων. 'Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἔξαγωγὴν θὰ εἶναι ἡ πράγματι χρεούμενη τιμὴ FOB ἀκραῖον παραθαλάσσιον ἀποθηκευτικὸν χῶρον. 'Ακαθάριστα ἔσοδα δι'

ἐγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἶναι τὰ πραγματικὰ ἔσοδα.

'Ο καθορισμὸς τῶν ἀκαθάριστων, ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων και τῶν ἔξδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνοῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα και ἀρχάς.

'Ἐν περιπτώσει καθ' ἦν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἰδός κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἄρθρῳ 9 τῆς παροῦσης συμβάσεως, τὸ ποσὸν τοῦτο ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἄνω ἄρθρον 9 θὰ προστίθηται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ.

Εἰς τὴν παροῦσαν σύμβασιν ἐπισυνάπτεται Πίναξ Β διστις δεσόντως ὑπογραφείς, παρ' ἀμφοτέρων τῶν μερῶν, ἐμφαίνεται τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεῖα τοῦ κόστους ἔξδων βαρῶν και λοιπῶν δαπανῶν τῆς Ἐταιρείας.

8. α) 'Ἡ Ἐταιρεία θέλει κλείει τὸν Ισολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου ὡς τις θὰ διαρκῇ ἐν ἡμερολογιακὸν ἔτος.

β) 'Ο ἔλεγχος τῶν βιβλίων τῆς Ἐταιρείας θὰ διενεργῆται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς ἐν Ἐλλάδι Νομοθεσίας.

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

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανυομένης διαχειριστικῆς περιόδου, ἰσχύουσαι ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ προκειμένῳ ἐπιφυλασσομένων δμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παροῦσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἡ κατὰ ἔξαμηνίαν τῶν ὑπὸ τῶν ἄνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἐταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἐκάστοτε ληξάσης διαχειριστικῆς περιόδου.

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

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

ζ) 'Εννοεῖται διτι αἱ διατάξεις τοῦ ἄρθρου 21 τῆς παροῦσης δὲν ἐφαρμόζονται ἐπὶ οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἄρθρου, ὑποχρεώσεων τῆς Ἐταιρείας.

Ἄρθρον 11.

Εἰσαγωγή, ἔξαγωγὴ Μηχανημάτων, Εξοπλισμοῦ και ὑλικῶν.

1. 'Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ εἰσάγῃ ἐκ τοῦ ἔξωτερικοῦ και νὰ μεταχειρίζηται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν πάντα τὰ μηχανήματα και ἔξοπλισμόν, συμπεριλαμβανομένων και οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν και οἰαδήποτε ὑλικά, οἰασδήποτε φύσεως, τὰ ὀποῖα κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἶναι ἀναγκαῖα και πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. 'Ἡ παροῦσα σύμβασις ἐπέχει θέσιν οἰασδήποτε ἀναγκαῖας ἀδείας ἀπαιτουμένη εἰς ἐκάστην περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἐλλάδα τοιούτων μηχανημάτων, ἔξοπλισμοῦ, ἀνταλλακτικῶν και λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικά καὶ ὄλικά οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρῳ (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν διχημάτων, σκαφῶν θαλάσσης φορέων (Platforms) εἴτε αὐτοκινουμένων εἴτε διχεῖ εἰς τὰ ὅποια ἔχουν στερεωθῆ μηχανήματα, δργανα γερανοὶ ἢ οἰασδήποτε ἄλλα ἔξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης καὶ ἐλκυστῆρες καὶ τζίπς ἢ ἀντίστοιχα διχημάτα παντὸς εἶδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἔξι κατὰ τὴν ἔναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἕν δι' ἔκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Η Ἐταιρεία θὰ εἰναι ἐλευθέρα νὰ ἔξαγάγῃ καθ' οἰονδήποτε χρόνον διὰ τὰ μηχανήματα, ἔξοπλισμοῦ, σκάφη θαλάσσης φορέων (Platforms) καὶ ὄλικά συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε φύσεως αὐτοκινητὰ τὰ εἰσαχθέντα παρὰ τῆς Ἐταιρείας ἐν Ἐλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἀρθρου τούτου, ἐκτὸς ἔαν αἱ διατάξεις τοῦ ἀρθρου 22 τῆς παρούσης συμβάσεως, θεοπίζουσιν ἀλλως καὶ αἱ τοιαῦται ἔξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰασδήποτε ἰδιαιτέρων ἔξουσιοδότησιν ἢ ἀδειαν, διὰ ἔκαστην περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς κακατοβολὴν οἰωνδήποτε φόρων ἔξαγωγῆς δασμῶν ἢ ἄλλων φόρων τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἔν τῇ περίπτωσι ἢ Ἐταιρεία πωλήσῃ ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὅποια εἰσήγαγε συμφώνως πρὸς τοὺς δρους τοῦ παρόντος ἀρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἔξι Ἐλλάδος, θὰ εἰναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφορᾶς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἴσχυοντος τόπου Νομοθεσίᾳ δυναμένη, νὰ ἐφαρμοσθῇ ἐν προκειμένω. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἐταιρείαν ἔαν ἡ πώλησις ἔχῃ γίνει εἰς τὸ Ἐλληνικὸν Δημόσιον ἢ ἀλληγ. τινὰ Ἐταιρείαν ἢ ἐργολάβον οἱ ὅποιοι ἀπολαμβάνουν τῶν ἴδιων προνομίων ὡς ἢ Ἐταιρεία, βάσει τῶν διατάξεων τοῦ παρόντος ἀρθρου.

"Ἀρθρὸν 12.

Ἐγχώριος Κατανάλωσις καὶ ἔξαγωγαί.

1. Τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν δτι ὁ πρωταρχικὸς σκοπὸς τῆς παρούσης συμβάσεως εἰναι ὁ ἐφοδιασμὸς τῆς ἔγχωριον ἀγορᾶς δι' ἔγχωριων ὑδρογονανθράκων πρὸς καλύψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἐλλάδι.

2. «Κατάλληλον ἀργὸν πετρέλαιον» ὡς εἰς τὸ παρὸν ἀρθρον 12 χρησιμοποιεῖται, νοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικά ἢ σημαντικῶς διάφορον, ὡς πρὸς τὸ εἰδικὸν βάρος ἢ ποιότητα αὐτοῦ, τοῦ ὑπὸ τοῦ Ἐλληνικὸν Κρατικὸν Διύλιστηριον ἢ τῶν, πρὸ τῆς ἀνακαλύψεως, διύλιστηρίων, ἀπαιτουμένου τοιούτου, ὅπερ θὰ ηὔξανε σημαντικῶς τὰς δαπάνας λειτουργίας τοῦ ἐν λόγω Διύλιστηριον ἢ τὰς πρὸ τῆς ἀνακαλύψεως διύλιστηρίων τοιαύτας πρὸς παραγωγὴν τῶν ὑπὸ τοῦ Ἐλληνικὸν Δημόσιον ἀπαιτουμένων τύπων προϊόντων, μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας διὰ τοῦτο ἢ ταῦτα ἢ ἀνάγκης προσθήκης μειζώνων ἔγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ πετρελαίου.

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἔναρξιν παραγωγῆς ἐν Ἐλλάδι ἀργοῦ πετρέλαιου εἰς ἐμπορικὴν κλίμακα, ὡς ὅριζεται ἐν ἀρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία ὑποχρεοῦται ὥπως ἐφοδιάζῃ μὲ ἔγχωριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' δ θὰ διαθέτῃ πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου, ἔγχωριον ἀργοῦ πετρέλαιου, τὸ Ἐλληνικὸν Κρατικὸν Διύλιστηριον καὶ οἰασδήποτε ἄλλα Διύλιστηρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἐλλάδῃ ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν. Βάσει συμβάσεων μεταξὺ τοῦ Ἐλληνικοῦ Δημόσιου καὶ οἰονδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ ὑπὸ τῆς Ἐταιρείας ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλεύσιμου ἔγχωριον ἀργοῦ πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ,

τῆς διποίας ἔκαστον τοιούτον Διύλιστηριον θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ διποῖα ἔκαστον τοιούτον Διύλιστηριον ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ διατάξεις.

‘Ο ἐφοδιασμὸς τῶν τοιούτων Διύλιστηρίων δι' ἀργοῦ πετρελαιού θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα καθίσταται ἐφικτὴ ἢ κατὰ κανονικὸν καὶ ἀποτελεσματικὸν τρόπον διεκαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ Διύλιστηρίου. ‘Η ὑποχρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ πετρελαιού θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθεις διατάξεις.

4. α) Η Ἐταιρεία δικαιοῦται ἐλευθέρως νὰ ἔξαγῃ ὑποτεδήποτε καθ' οἰονδήποτε τρόπον καὶ μὲ οἰασδήποτε μέσα καὶ ὑφ' οἰονδήποτε δρους ἥθελεν αὐτὴ καθορίσει, ἀνευ ἰδιαιτέρας ἀδειας ἀλλ' ὑπὸ τὴν συνήθη ἔκάστοτε ἐμπορικὴν πρακτικὴν καὶ ἀνευ καταβολῆς τελῶν ἔξαγωγῆς ἢ ἐτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, οἰανδήποτε παραγωγὴν αὐτῆς πέραν τῶν ποσοτήτων τὰς διποίας ἢ Ἐταιρεία ὑποχρεοῦται νὰ προμηθεύῃ βάσει τῆς παραγράφου 3 τοῦ παρόντος ἀρθρου καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἔξαγωγῶν προϊὸν εἰς τὸ ἔκταρικὸν ὡς ἐν ἀρθρῳ 13 λεπτομερῶς ὅριζεται.

‘Ἐν τῇ ἐνασκήσει τοῦ δικαιώματος τούτου ἡ Ἐταιρεία θὰ προσπαθῇ νὰ ἔξαγῃ ποσότητας ἀργοῦ πετρελαιού ὑπὸ αὐτῆς παραγομένου καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγρ. 3 καθορίζομένων, ὑπὸ τὴν πρότιθεσιν δτι ἡ Ἐταιρεία θὰ διαθέτῃ καταλλήλους ἀγορὰς διὰ τοιαύτας ποσότητας.

‘Ἐὰν δὲν διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἔγγραφως πρὸς τὸ Ἐλληνικὸν Δημόσιον, διότε, τὸ Ἐλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπὸ αὐτοῦ ἢ τρίτων ἀγορὰν τοῦ πλεονάζοντος ἀργοῦ πετρελαιού εἰς τὴν δεδηλωμένην τιμὴν (Posted Price), ὑπὸ τὸν δρον δτι ἀμοιβαίως ἴκανον ποιητικοὶ δρου καὶ συμφωνίαι περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων θὰ συνομολογηθοῦν μεταξὺ τοῦ Ἐλληνικοῦ Δημόσιου καὶ τῆς Ἐταιρείας, ἐντὸς δμως, τῶν ἐν παραγρ. 3 τοῦ ἀρθρου 6 περιορισμῶν.

β) Εἰς δὲν περίπτωσιν ἡ Ἐταιρεία ἔξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ ἔν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἐλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν λοιπῶν ἔγχωριων Διύλιστηρίων, περὶ δν ἡ παράγραφος 9 (β) τοῦ παρόντος ἀρθρου, καταβαλλομένων τιμῶν, ἡ Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἐλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἴδιου τριμήνου, ἵσην ποσότητα ἔγχωριον ἀργοῦ πετρελαιού μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον δρον τῶν καθαρῶν τιμῶν εἰς τὰς διποίας ἐπραγματοποιήθσαν ὑπὸ τῆς Ἐταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἴδιου τριμήνου, ὑπὸ τὸν δρον : (1) δτι τὸ Ἐλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιούτον ἀργὸν πετρέλαιον πρὸς ἐν ἡ πλείονα τῶν ἔγχωριων Διύλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἔγχωριον ἀγοράν, καὶ (2) δτι ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγουμένη πρὸς τὸ Ἐλληνικὸν Δημόσιον ποσότης ἀργοῦ πετρελαιού θὰ λογίζεται εἰς την μηματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου καθορισθεῖσαν ὑποχρεώσεων τῆς Ἐταιρείας προμηθείας ἀργοῦ πετρελαιού. Τὸ Ἐλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιούτον ἔγχωριον Διύλιστηρίων πρὸς ἐν ἡ πλείονα τῶν ἔγχωριων Διύλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν καὶ οὐχὶ εἰς την μηματικὴν ἐκπλήρωσιν τῆς Ἐταιρείας καὶ τῶν Διύλιστηρίων, ἀι ἀντίστοιχοι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διύλιστηρίων, ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγορὰν ἔγχωριον ἀργοῦ πετρελαιού θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἐλληνικοῦ Δημόσιου εἰς ἔκαστον Διύλιστηριον μεταβιβασθείσης ποσότητος ἀργοῦ πετρελαιού.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἔγχωριον ἀργοῦ πετρελαιού

τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ ἄλλων ἐν τῇ Χώρᾳ Διύλιστηρίων ὑφιστάμενων κατὰ τὸν χρόνον τῆς ἀρχικῆς ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχέρεωσιν νὰ ἔξασφαλίσῃ προτεραιότητα ἀγορᾶς παρ' ὅλων τῶν ἐν λόγῳ Διύλιστηρίων τοῦ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγομένου ἀργοῦ πετρελαίου ἔναντι τοῦ ἐκ τοῦ ἔξωτερικοῦ εἰσαγομένου τοιούτου ὑπὸ τὸν ὄρον ὅτι τὸ ρήθεν ἀργὸν πετρελαῖον θὰ εἶναι κατάλληλον, ἐν τῇ ἐννοίᾳ τῆς παραγράφου 2 τοῦ ἀρθρου 12. Ὡς πρὸς τὸ ἐκ τοῦ ἔξωτερικοῦ εἰσαγόμενου ἀργὸν πετρελαῖον τὸ δόπιον θὰ ἔκτοπισθῇ ὑπὸ τοῦ ὑπὸ τῆς Ἐταιρείας παραγομένου ἐγχωρίου τοιούτου ἡ Ἐταιρεία ἡ αἱ συγγενεῖς αὐτῇ ἐταιρεῖαι, εἰς τὴν δόπιαν ἡ τὰς ὄποιας, δυνάμεις οἰωνοδήποτε συμβάσεων, θέλει παραχωρηθῆ δικαίωμα εἰσαγωγῆς ἀργοῦ πετρελαίου, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ τὰ ἄλλα ἐγχωρία Διύλιστηρια μὲ εἰσαγόμενον ἀργὸν πετρελαῖον εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸ τούλαχιστον ποσοστὸν ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν τῷ Ἑλλάδι ποσοτήτων ἀργοῦ πετρελαίου, ὡς τὸ ἔπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἐγχωρίου ἀργὸν πετρελαῖον κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου ὅριζόμενα, καθ' ὑπέρβασιν τῶν ποσοτήτων, αἵτινες θὰ ἀγορασθῶσι βάσει αὐτοῦ.

6. Ἐπὶ τῷ τέλει τῆς πραγματοποιήσεως ἐντὸς τοῦ βραχυτέρου δυνατοῦ χρόνου τοῦ ἐν παραγρ. 1 τοῦ παρόντος ἀρθρου ἀναφερομένου πρωταρχικοῦ σκοποῦ τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω :

α) "Οτι, ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ μετέπειτα εἰς πάντα χρόνον διαρκούστης τῆς ἰσχύος τῶν νῦν ὑφισταμένων συμβολαίων προμηθείας ἀργοῦ πετρελαίου καὶ πάσης παρατάσεως ἡ ὑποκαταστάσεως τῶν συμβολαίων τούτων θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν δρων τῶν ἐν λόγῳ συμβολαίων, πρὸς ἔξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου κατὰ προτεραιότητα ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου, ἀγορᾶς οἰωνοδήποτε ὑπὸ τῆς Ἐταιρείας παραγομένου καταλλήλου ἐγχωρίου ἀργοῦ πετρελαίου, μέχρι τῆς ὀλικῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ Διύλιστηρίου.

β) "Οτι, ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ μετέπειτα τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλῃ πᾶσαν προσπάθειαν ἵνα ἔξασφαλίσῃ εἰς ἥν ἔκτασιν ἐπιτρέποντον τοῦτο αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις ὅτι ἀπασαι αἱ νέαι συμβατικαὶ ὑποχρεώσεις διὰ τὴν προμηθείαν ἀργοῦ πετρελαίου ἡ προϊόντων, καὶ πᾶσαι αἱ παρατάσεις, ἀνανεώσεις ἡ ὑποκαταστάσεις εἴτε τῶν σήμερον ὑφισταμένων ἡ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, περιέχουν πᾶσαν λογικὴν καὶ νόμιμον ἐντὸς τῶν ὄριων τῆς ἔξουσίας τοῦ Ἑλληνικοῦ Δημοσίου διάταξιν, ἵνα ἐπιτραπῇ ἡ ὑπὸ τῶν Ἑλληνικῶν Διύλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχωρίου ἀργοῦ πετρελαίου, αἱ διατάξεις τῆς παραγρ. 3 (β) τοῦ παρόντος ἀρθρου δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἵτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνὸς ἔτους, ἡ βραχυτέρων καὶ αἵτινες ἔχουσιν ὑπογραφεῖ πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευόμενος ποσότητας.

γ) "Ἐὰν παρὰ τὰς καταβαλλομένας καλλιτέρας προσπάθειας τὸ Ἑλληνικὸν Δημόσιον ἐμποδίσθῃ νὰ καλύψῃ τὸν εἰς τὰς παραγρ. 5 καὶ 6 ἐδάφ. (α) καὶ (β) τοῦ παρόντος ἀρθρου προβλεφθέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἶναι οὐχ ἥττον ὑπόχρεων δπως ἔξασφαλίσῃ διὰ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν ἄλλων ἐγχωρίων Διύλιστηρίων ἀγορᾶν ποσοτήτης παραγομένου ὑπὸ τῆς Ἐταιρείας καταλλήλου ἀργοῦ πετρελαίου ἵσης πρὸς τριάκον-

τα (30 %) τοῖς ἔκατον τούλαχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου.

δ) 'Ανεξαρτήτως τῶν ὡς ἀνω εἰς τὴν παρούσαν παράγρ. 6 ἀναφερομένων, ἡ Ἐταιρεία δὲν θὰ ἔχῃ οἰνδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰνδήποτε τρόπον προκύπτοντες ἐκ τῶν δρων τῆς παρούσης Συμβάσεως, ὅπως παρεμβαίνῃ, ἀντιτίθηται ἡ ζητη ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν ἡ καθ' οἰνδήποτε τρόπον μεταβολὴν τῶν δρων τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μὲ τὴν προμηθείαν ἀργοῦ πετρελαίου, ἡ πετρελαιοειδῶν προϊόντων, ἡ μὲ τὴν ἰδρυσιν Διύλιστηρίων ἐν τῇ χώρᾳ, τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἡ τοιούτων συμβάσεων ἀς τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἦν ἡ Ἐταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον διάτητας ὅτι ἀνεκάλυψεν καταλλήλου ἀργὸν πετρελαῖον εἰς ἐμπορευόμενος ποσότητας, ἡ μετὰ τὴν τοιαύτην ἡμερομηνίαν ἐφ' δσον τὸ Ἑλληνικὸν Δημόσιον θέλει προβλέψει τὴν χρησιμοποίησιν ὑπὸ Ἑλληνικῶν Διύλιστηρίων τῶν ποσοτήτων ἀργοῦ πετρελαίου παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου δρίου τῶν ὑποχρεώσεων τῶν δρίζομένων εἰς τὴν παρούσαν παράγραφον 6.

7. 'Εφ' δσον ὑπάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ πετρελαίου ἐν τῷ Ἑλλάδι διατεδήποτε διαρκούστης τῆς ἴσχυος τῆς παρούσης συμβάσεως, ἡ ὑποχρέωσις τῆς Ἐταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ δέχηται κατὰ προτεραιότητα τὴν ἀγορὰν τοῦ ὑπὸ τῆς Ἐταιρείας ἐν τῷ Ἑλλάδι παραγομένου καταλλήλου ἀργοῦ πετρελαίου θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἐταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν τῷ Ἑλλάδι παρ' δλων τῶν παραγωγῶν.

8. 'Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, ὅτι τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἀργὸν πετρελαῖον εἶναι ἀκαταλλήλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον ἡ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διύλιστηρια, ἡ ὑποχρέωσις ἐν τῇ περιπτώσει ταύτη τοῦ 'Ἑλληνικοῦ Δημοσίου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ πετρελαίου ὑπὸ τοῦ 'Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διύλιστηρίων καὶ ἡ ὑποχρέωσις τῆς Ἐταιρείας, ὅπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διύλιστηρια ἐγχωρίου ἀργὸν πετρελαίου, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίς ἵκανοποιητικῆς ρυθμίσεως διὰ τῆς δποίας θὰ καθίσταται δυνατή ἡ ἐπίτευξις τοῦ εἰς τὴν παραγρ. 1 ἀτεθέντος πρωταρχικοῦ σκοποῦ. 'Ἐὰν δὲν καταστῇ δυνατή ἡ ἐπίτευξις τοιαύτης ἀμοιβαίς ἵκανοποιητικῆς ρυθμίσεως, τότε αἱ ἀνωτέρω ἀναφερόμεναι ἀμοιβαίαι ὑποχρεώσεις τοῦ 'Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας θὰ τερματισθοῦν, μέχρις οὖ τὸ ρήθεν ἀγορὰν πετρελαίου ἡ ἔτερον ἀγορὰν πετρελαίου παραχθησόμενον ὑπὸ τῆς Ἐταιρείας ἐν τῷ Ἑλλάδι, καταστῇ καταλλήλον πρὸς χρῆσιν ὑπὸ τοῦ 'Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τὴν λοιπῶν Διύλιστηρίων ὑπὸ τὴν προϋπόθεσιν δμως, ὅτι τὸ 'Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ 'Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ τὰ λοιπὰ ἐν τῷ Ἑλλάδι ὑπάρχοντα Διύλιστηρια, δπως ἀγοράζουν τὸ τοιούτον ἀκαταλλήλον ἀργὸν πετρελαίου καθ' ἦν ἔκτασιν δμως θὰ δύναται τοῦτο νὰ χρησιμοποιηθῇ εἰς τὰ Διύλιστηρια καὶ ὑπὸ τὴν περαιτέρω προϋπόθεσιν ὅτι ἡ τοιαύτη χρησιμοποίησίς δὲν θέλει καταλήξει εἰς οἰανδήποτε ταλαιπωρίαν τῶν ρηθέντων Διύλιστηρίων. 'Ἐπιπροσθέτως, τὸ 'Ἑλληνικὸν Δημόσιον συμφωνεῖ δπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του ὑπὸ μορφὴν πρωθήσεως τῆς χρησιμοποίησεως τοῦ τοιούτου ἀκαταλλήλου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν 'Ἑλλάδι.

9. α) Πρὸς τὴν ἡ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἦν θὰ ὑποχρεούται τὸ 'Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ οἰανδήποτε ἔτερον ἐν τῷ Ἑλλάδι ὑπάρχον Διύλιστηριον, νὰ ἀγοράζῃ ἀργὸν πετρελαίου παραγόμενον παρὰ τῆς Ἐταιρείας ἐν 'Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς Ἐταιρείας, ἡ δὲ τι-

μή αύτη θά είναι ό κατα τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δεδηλωμένης τιμῆς ἡ τιμῶν, ὡς αὗται παρουσιάζονται εἰς τὸ Platts Oilgram ἡ ἄλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν τοῦ Λιβάνου Banias τῆς Συρίας καὶ τῆς Λιβύης, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δί' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴ θέσιν.

β) "Οταν ἡ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (Posted) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου της, ἡ τιμὴ εἰς ἥν τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διυλιστήρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (Posted) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπ' ὅψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἔκεινον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ὑπ' ὅψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἔξαγομένου ἀργοῦ πετρελαίου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν ποσῶν ὁφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνωνται ἐντὸς ἔξηκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπ' αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ἡ Ἐταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξηκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἡ Ἐταιρεία δύναται, ἀνευ βλάβης οἰωνόποτε νομίμων δικαιωμάτων της, νὰ συμψηφίζῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἄλλα ποσά, τὰ ὅποια ἄλλως θὰ ὀφειλεν ἡ Ἐταιρεία νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον.

11. Ἐὰν ἡ Ἐταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἔκμεταλλεύεται ἐν Ἑλλάδι οἰουσδήποτε σωληναγωγοὺς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου ἡ καὶ ἀγωγοὺς ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν Ἐταιρείαν νὰ μεταφέρῃ τὸ ὑπ' αὐτοῦ ἀγορασθὲν ἔξ αὐτῆς ἀργὸν πετρέλαιον ἡ καὶ φυσικὸν ἀερίον, μέσω τῶν τοιούτων ἀγωγῶν ἀργοῦ πετρελαίου ἡ ἀγωγῶν ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ του χώρου, εἴτε μέχρις οἰουσδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγούσης δόδοι. Ἡ μεταφορὰ θὰ ἔκτεινται ὑπὸ τῆς Ἐταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἔκατον. Ἡ παροῦσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται ὡς ὑποχρέωσις τῆς Ἐταιρείας νὰ κατασκευάσῃ οἰουσδήποτε σωληναγωγοὺς ἀργοῦ πετρελαίου ἡ ἀγωγοὺς ἀερίων ἡ οἰασδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν ὅσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἰδιοκτησίαν τῆς ἡ καὶ ὑπὸ ἐκμετάλλευσιν, οὔτε νὰ ἀνεγέρῃ οἰασδήποτε προσθέτους ἐγκαταστάσεις σχετικὰς πρὸς τοιούτους σωληναγωγοὺς ἡ ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἔκτος ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἴκανοποιητικὴ συμφωνία πρὸς τοῦτο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἅρθρου καθορισμοῦ τῆς εἰς δραχμὰς τιμῆς τοῦ ἀργοῦ, πετρελαίου αἱ ἐφαρμοστέαι τιμαὶ διεθνοῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς ἐφ' ὅσον διετυπώθησαν εἰς ἔξωτερικὸν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἅρθρου 13 δριζόμενα εἰς τὸ ἴσοτιμον τῶν εἰς δραχμὰς μὲ τὸν μηνιαῖον μέσον δρον τῶν ἡμερήσιων τιμῶν συναλλάγματος, εἰς τὰς ὅποιας ἡ Ἐταιρεία δικαιοῦται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

"Ἄρθρον 13.

Συνάλλαγμα ἔξωτερικοῦ.

1. 'Ἐφ' ὅσον ἡ Ἐταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἅρθρον 12, αἱ ἔργασίαι κατὰ τὴν παροῦσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς Ἐταιρείας διὰ τῶν εἰς τὸ ξένον συνάλλαγμα κεφαλαίων τῆς καὶ κατὰ τὸν ἀκόλουθον τρόπον :

α) Διὰ τῆς μετατροπῆς εἰς δρο. (Greek Currency) μέσω Τραπεζῶν ἡ προσώπων ἐπισήμως ἔξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένου συνάλλαγμα, δολαρίων Η.Π.Α. ἡ ξένου συναλλάγματος ἐλευθέρως μετατρέψιμου εἰς δολάρια Η.Π.Α., εἰς ποσότητας ἐπαρκεῖς

διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἔργασιῶν τῆς εἰς μετρητά, περιλαμβανομένων τῶν οἰωνόδηποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς ἡ καὶ μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἴδιου αὐτῆς συναλλάγματος καὶ τῆς ἐλευθέρας καὶ ἀπεριορίστου εἰσαγωγῆς ἡ καὶ χρησιμοποίησεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ ὑπηρεσιῶν οἰασδήποτε πληρωμῶν εἰσαγωγῆς ἀπαιτουμένων ὑπὸ τῆς Ἐταιρείας διὰ τὰς ἔργασίας αὐτῆς περὶ ὃν ἡ παροῦσα σύμβασις.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίσῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἔργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μοφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμὰς ἐσόδων τῶν ἄποικωμένων. ὑπὸ τῆς Ἐταιρείας ἐκ τῶν κατὰ τὸ ἅρθρον 12 εἰς τὴν ἔγχωριον ἀγορὰν πωλήσεων.

"Οταν τὰς εἰς δραχμὰς ἔσοδα τῆς Ἐταιρείας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἔργασιῶν εἰς μετρητά, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολ. Η.Π.Α. ἡ καὶ κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς ἔτερον συναλλαγματικοῦ μετατρέψιμον εἰς δολ. Η.Π.Α. Ἡ Ἐταιρεία ἐν τούτοις δικαιοῦται ὡσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματά της ἡ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἡ χρεώγραφα ἡ οἰανδήποτε ἐτέρων ἐπένδυσιν μή ἀπαγορευομένην εἰς ἀλλοδαπούς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ισχύοντας Νόμους, μὴ ἐφαρμοζόμενων εἰς τὰς περιπτώσεις ταύτας οἰωνόδηποτε διατάξεων τῆς ἐκάστοτε ισχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι ὡς καὶ τῶν τοιούτων περὶ δεσμεύσεως ὁμολογιῶν καὶ μετοχῶν ἡ ἐτέρων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Ἐταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, τούτου μὴ δυναμένου ἐν τούτοις νὰ ἀρνηθῇ ταύτην εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οίκονομικῶς ἀδικαιοιογήτως ἐπικίνδυνος.

3. α) Ἡ Ἐταιρεία θὰ δικαιοῦται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἔξωτερικὸν καὶ νὰ διατέτη ἐλευθέρως τὸ εἰς συναλλαγματικοῦ προϊὸν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἔργασίας τῆς Ἐταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϊόντος ἐξ ἐκδόσεως μετοχῶν (Stock) δανείων οἰασδήποτε μορφῆς καὶ ἄλλων προκαταβολῶν, ἐσόδων εἰς συναλλαγματικοῦ προϊόντος πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἅρθρον 12, ἐξ ἄλλων, πηγῶν ὡς καὶ πλεονασμάτων εἰς δραχμὰς μετατρέψιμων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἅρθρου.

β) Ἀντιθέτως, ἔὰν τὰς εἰς δραχμὰς ἔσοδα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἔργασίας τῆς ἡ Ἐταιρεία θὰ μετατρέπῃ ἐν τῇ περιπτώσει ταύτη εἰς δραχμὰς μέσω Τραπεζῶν ἡ προσώπων νομίμως ἔξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένου συναλλαγματικοῦ, δολ. Η.Π.Α. ἡ ξένου συναλλαγματικοῦ ἐλευθέρως μετατρέψιμου εἰς δολ. Η.Π.Α. εἰς ποσότητας ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν εἰς δραχμὰς ἀναγκῶν τῶν ἔργασιῶν τῆς.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ στοιχεῖον (β) ὡς ἄνω διατάξεων τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα συναλλαγματικοῦ μὴ ἐλευθέρως μετατρέψιμου εἰς δολ. Η.Π.Α. ὑπὸ τὸν ὅρον ὃτι :

i. Τοιούτον συναλλαγματικοῦ ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἔξαγχθέντων ἐξ Ἑλλάδος.

ii. 'Ἡ Ἐταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἡ νὰ αὐξήσῃ τὸν ὅγκον τῶν ἔξαγωγῶν τῆς, ἔὰν αὐτῇ ἀπήγειται πληρωμὴν εἰς δολ. Η.Π.Α. ἡ ἄλλο συναλλαγματικοῦ ἐλευθέρως μετατρέψιμου εἰς δολ. Η.Π.Α.

iii. Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ τὴν χρησιμοποίησιν τοιούτου συναλλαγματικοῦ οίκονομικῶν

δυνατήν, βάσει τῶν ἵσχουσῶν κατὰ τὸν χρόνον ἔκεινον διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὥσπερ τοις ἡ παρακράτησις ἔνου συναλλάγματος εἰς τὸ ἔξωτερικὸν συμφώνως τῷ παρόντι ἄρθρῳ θὰ ἐπιτέπη εἰς τὴν Ἐταιρείαν τὴν κάλυψιν πλήρως, τῶν εἰς συνάλλαγμα δαπανῶν τῆς βάσει τῆς παρούσης συμβάσεως περιλαμβανομένων, ἀγορῶν ἢ καὶ μισθώσεων μηχανημάτων, ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς ἐργασίας αὐτῆς βάσει τῆς παρούσης συμβάσεως.

5. Διὰ τὸν σκοπὸν τῆς ἐφαρμογῆς τῆς παρούσης συμβάσεως πλεονάσματα εἰς δραχμὰς τῆς Ἐταιρείας ἐκ τῶν εἰς μετρητὰ ἀναγκῶν τῆς διὰ τὰς ἐργασίας τῆς εἰς δραχμὰς καὶ πλεονάσματα κεφαλαίων εἰς δραχμὰς θὰ νοοῦνται ὡς σημαίνοντα πᾶν ποσὸν δραχμὰς μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιπρόθεμών εἰς δραχμὰς ὑποχρεώσεων τῆς Ἐταιρείας ἐντὸς τῶν ἐπομένων τριάκοντα (30) ἡμέρων διὰ τὴν πληρωμὴν ἐγχωρίων δαπανῶν τῶν ἐργασῶν στρεμματικοῦ φόρου, φόρων, μισθωμάτων καὶ ἑτέρων εἰς δραχμὰς ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζων ἢ προσώπων ἕξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ἔνου συναλλαγματος εἰς δολ. Η.Π.Α. ἢ ἄλλων μετατρεψίμων εἰς δολ. ΗΠΑ νομισμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἐξ Ἑλλάδος τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ἔνου συναλλαγματος θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀμέσως καὶ ἀνευ καθυστέρησεως διόπτων ζητεῖται ἐπὶ τῇ βεβαιώσει τῆς Ἐταιρείας διὰ τὴν ἀιτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν αὐτῆς εἰς δραχμὰς τῶν ἐπομένων τριάκοντα (30) ἡμέρων. Ἡ Ἐταιρεία πρὸς τούτους ἀναλαμβάνει τὴν ὑποχρέωσιν νά χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἥπτους ἕξουσιοδοτημένους ἐκπροσώπους αὐτῆς (Agents) ἐβδομαδιαίων καὶ μηνιαίων καταστάσεις ἀναγκαίων εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (Agents) πρὸς ἔξαριθμωσιν διὰ τὴν μεταφορὰν κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰν δραχμῶν πλεονασμάτων κατὰ τοὺς δρόους τῆς παρούσης συμβάσεως.

7. Ἡ Ἐταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἀνευ καθυστέρησεως εἰς τὴν διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζης ἢ μέσω ἔντεταλμένων πρακτόρων ἕξουσιοδοτημένων νά ἐνεργοῦν πράξεις εἰς δραχμὰς ἢ ἔνου συναλλαγματος, ποσὸν εἰς Δολ. Η.Π.Α. ἀντίστοιχον εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποίησεως ποσὸν δραχμῶν.

8. α. Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασῶν τῆς συμφώνων πρὸς τὴν παρούσαν σύμβασιν ἡ Ἐταιρεία θὰ δικαιοῦται νά ἀγοράζῃ καὶ νά πωλῇ συναλλαγματος οἰασδήποτε Τραπέζης ἢ Πράκτορος νομίμως ἔξουσιοδοτημένου νά ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ἔνου συναλλαγματος καὶ εἰς τιμὴν συναλλαγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἵσχουσῆς γενικῶς δι' ἑτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλαγματος θὰ περιλαμβάνῃ πᾶν «πρίμ» συναλλαγματος, ἐπιβαρύνσεις διαφορὰν ἐπὶ Ἀλαττον (Agios) φόρους συναλλαγματος καὶ μεσιτείας οἰασδήποτε φύσεως τυχὸν ἐπιτρεπομένας ἢ ἐπιβαλλομένας παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλήσεως συναλλαγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β. Συμφωνεῖται περαιτέρω διὰ ἐν τὸ Ἑλληνικὸν Δημόσιον ἔθελεν μίθετησει σύστημα διαφορικῶν τιμῶν συναλλαγματος ἢ σύστημα πολλαπλῶν πρίμ Primes ἐξαγωγῶν καὶ ἐπιβαρύνσειν εἰσαγωγῶν, τότε ἡ τιμὴ συναλλαγματος εἰς τὴν ὅποιαν ἡ Ἐταιρεία θὰ δύναται νά ἀγοράζῃ καὶ νά πωλῇ ἔνου συναλλαγματος δὲν θὰ εἴναι ἐπίσης ὀλιγώτερον εὐνοϊκὴ ἀπὸ τὸν σταθμιζόμενον μέσον δρον (Weighted Average) τῶν πραγματικῶν (Effective) τιμῶν συναλλαγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἐξαγωγῶν μεταλλευμάτων ἐξ Ἑλλάδος.

Τοιοῦτος σταθμιζόμενος μέσος δρος (Weighted Average) θὰ ὑπολογίζηται ἀνευ καθυστέρησεως καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως καὶ ἡ τιμὴ θὰ κρατήται ὅσον τὸ δυνατὸν τρέχουσα χρησιμοποιουμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἐξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἀτινα ἡ Ἐταιρεία τυχὸν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ἡ Ἐταιρεία διὰ τὴν καταχώρησιν μόνον εἰς τὰ λογιστικὰ βιβλία τῆς θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας, ἐπιβαρύνσεις καὶ ὑποχρεώσεις τῆς ὡς καὶ τὰ εἰς ἔνου συναλλαγματος ἔσδατα τῆς τὰ προερχόμενα ἐκ πωλήσεων εἰς τὸ ἔξωτερικὸν καὶ ἐξ ἄλλων πηγῶν εἰς τὴν εἰς δραχμὰς ἴσοτιμίαν των ἐπὶ τῇ βάσει τῆς τιμῆς τοῦ ἔνου συναλλαγματος ὡς καθορίζεται αὐτῇ ἐν τῇ προηγουμένη παραγράφῳ 8 τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ Ἐταιρεία δικαιοῦται νά ἀγοράζῃ δραχμὰς διὰ ἔνου συναλλαγματος τὴν ἡμέραν καθ' ἣν ἐκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἐταιρείας.

10. Ἐὰν καὶ ὅπόταν ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολ. Η.Π.Α. αἱ τιμαὶ συναλλαγματος των δολ. Η.Π.Α. ὡς καθορίζονται ἐν παρ. 12 τοῦ ἄρθρου 12 ὡς καὶ ἐν τῇ πρόηγουμένη παρ. 9 τοῦ παρόντος ἄρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ἔνους Τραπέζης τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλαγματος διὰ δολ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παρ. 8 τοῦ παρόντος ἄρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέᾳ Γόρκῃ κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὄποιαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλαγματος δι' ἄλλα ξένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσω Ἑλληνικῶν ἢ ξένων Τραπέζων ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

”Αρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Ἐταιρείας.

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

2. Ἡ Ἐταιρεία θὰ ὑποβάλῃ εἰς διπλοῦν εἰς τὸ ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντων λεπτομερεῖς.

”Ἐπεξηγηματικὸν ὄλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀποιλίθωματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὄδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνουμένου διὰ ἀρμόδιοι ἔξουσιοδοτημένους δινιτρόδοσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιοῦνται νά ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τούτο ὄλικόν. ”Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμηῇ νά λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὄλικὸν δι' ἰδίαις αὐτοῦ χρῆσιν, Ἡ Ἐταιρεία θὰ συμμορφοῦται πρὸς τὸ αἰτημα τούτο ἐφ' ὅσον ἡ τοιαύτη συμμορφωσίς δὲν δημιουργεῖ προσθέτους ἀσυνήθειας δαπάνας διὰ τὴν Ἐταιρείαν καὶ δὲν καθυστερεῖ ἢ ἐμποδίζει τὰς ἐργασίας τῆς καθ' οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἐξυπηρετήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν Ἑλλάδα, Ἡ Ἐταιρεία ὑποχρεοῦται νά ὑποβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς διπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων πληροφοριῶν καὶ ἐρμηνειῶν παρὰ τὴν Ἐταιρεία καὶ τῶν ἐργολάβων ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις διπλασιαὶ αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὡς καὶ τῆς TEXACO GREECE INC. καὶ τῶν ὑπὸ αὐτῆς ἐλεγχούμενων καὶ συνεργαζομένων Ἐταιρειῶν καὶ οἰασδήποτε συμπεράσματα καὶ ἐρμηνεῖαι κτώμεναι ὑπὸ τῶν

νπαλλήλων τῶν ἐν λόγῳ 'Ἐταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦνται εἰς τὸ 'Ελληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς 'Ἐταιρείας.

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

α) Διὰ τὴν σεισμικὴν ἔρευναν :

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

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

iii. Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ἴδιαιτέρως δι' ἔκαστον συνεχῆ ὄρίζοντα, χαρτῶν ἰσοχρόνων καμπυλῶν (Maps of Isochrones for Each Continuous Phantom Horizon).

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

β) Διὰ τὴν γεωτρητικὴν ἔρευναν :

ι. 'Ἐβδομαδιαῖον δελτίον πρόσδου γεωτρητικῆς ἔργασίας.

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

iii. Συνεχὴς σειρὰ δειγμάτων τῶν γεωτρήσεων (Cuttings).

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

Τὰ ἀντίγραφα τῶν ἐγγραφῶν (Copies of Recordings) διὰ τὰς ἀκολούθους μετρήσεις ἑντὸς τῶν γεωτρήσεων :

1. 'Ἐγγραφὴ ἡλεκτρικῆς εἰδίκης ἀντιστάσεως, (Electrical Resistivity Logging).

2. 'Ἐγγραφὴ ἡλεκτρικοῦ φυσικοῦ δυναμικοῦ (Self-Potential Logging).

3. 'Ἐγγραφὴ ἀκτίνων γάμα καὶ νετρονίων (Gamma Ray and Neutron Logging).

4. 'Ἐγγραφὴ ταχύτητος σεισμικῶν κυμάτων (Velocity Logging).

5. 'Ἐγγραφὴ Laterolog-Microlaterolog.

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

4. 'Ἡ 'Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ 'Ὕπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ φύτης δι' οἰανήποτε φρέατα, τὴν ἔναρξιν καὶ συμπλήρωσιν τῶν ἔργασιών γεωτρήσεως ἢ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

'Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς δὲν ἐν ταραγράφῳ 2 ὑποχρεώσεως ὑποβολῆς τριμηνιαίων καὶ ἐτήσιων καταστάσεων.

5. Οἰκονομικὰ ἐκθέσεις τῆς 'Ἐταιρείας θὰ ὑποβάλλωνται πὸ τῆς 'Ἐταιρείας εἰς τὸ 'Ὕπουργεῖον Βιομηχανίας ἑντὸς ριῶν μηνῶν ἀπὸ τοῦ τέλους ἑκάστης διαχειριστικῆς περιόδου.

Τὸ 'Ὕπουργεῖον Βιομηχανίας καὶ ἄλλαι ἔξουσιοι δικαιούνται νὰ ἐπιθεωροῦν κατὰ λογικὰ χρονικὰ διαστήματα μετὰ προηγουμένην εἰδοποίησιν τὰς ἐπιήμους καταστάσεις καὶ βιβλία τῆς 'Ἐταιρείας κατὰ τρόπον μως μὴ παρακαλύντων τὰς ἔργασίας τῆς 'Ἐταιρείας, πρὸς δὲν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἔγγραφῶν.

6. 'Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ 'Ὕπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν ἐπηρεσιῶν τοῦ 'Ελληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ τισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ ἔχνικὰς ἔργασίας τῆς 'Ἐταιρείας πρὸς τὸν σκοπὸν ὅπως χρησάντων γνῶσιν τῶν λεπτομερειῶν τῆς προόδου τούτων. Ἡ ἐπισκέψεις αὕται θὰ λαμβάνουν χώραν κατὰ τρόπον ὃστε ἢ μὴ παρακαλύντων αἱ τρέχουσαι ἔργασίαι τῆς 'Ἐταιρείας.

7. 'Ἐξαιρέσει γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ νολικὸν βάθμος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν ὃν φρέάτων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχήν, 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ

θεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθέσεις καὶ ὑλικὸν διαβιβαζόμενα ὑπὸ τῆς 'Ἐταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐστὶν ἡ 'Ἐταιρεία εἰδοποίηση εἰδικῶς καὶ ἐγγράφως τὸ 'Ελληνικὸν Δημόσιον ἐν σχέσει πρὸς ὡρισμένην τινὰ πληροφορίαν διὰ ἀπαλλάσσει τοῦτο τῆς ὑποχρεώσεως ταύτης.

Κατ' ἔξαρτεσιν τοῦ κανόνος<sup>1</sup> τούτου, τὸ 'Ελληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσίευσεως τῶν ἢ ἐτέρους σκοπούς, τὰ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίας παρεχομένας πρὸς τοῦτο ὑπὸ τῆς 'Ἐταιρείας τρία (3) ἕτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς 'Ἐταιρείας ἐν σχέσει πρὸς ὡρισμένην ἔρευνητικὴν περιοχὴν ἢ παραχωρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταύτα ἢ ἀμέσως μετὰ τὴν λῆξιν τῆς πάρούσης συμβάσεως.

Ἡ 'Ἐταιρεία δὲν θὰ ἀρνηταὶ ἀδικαιολογήτως εἰς τὸ 'Ελληνικὸν Δημόσιον τὴν ἐγκρισιν τῆς διὰ τὴν δημοσίευσιν ἢ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσίευσεως ἢ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθοριζούμενων χρονικῶν δρίων, εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς 'Ἐταιρείας δοθεισῶν πληροφοριῶν ἐὰν κατὰ τὴν κρίσιν τῆς 'Ἐταιρείας τοῦτο δύναται νὰ γίνῃ ἀνευ ζημίας τῶν συμφερόντων αὐτῆς.

#### Αρθρὸν 15.

Κατάληψις ἐδάφους-Δουλεῖαι διόδου-Δικαιώματα. χρησιμοποιηθεισῶν ὑδάτων καὶ οἰκοδομικῶν ὑλικῶν.

1. 'Ἡ 'Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ δὲν ἀποζημιώσεως τινὸς καὶ κατόπιν ἐγκρίσεως τοῦ 'Ελληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ ὑδάτα καὶ λατομεῖα ἐφ' ὅσον δὲν εἴναι μεμισθωμένα, ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἔργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ 'Ελληνικὸν Δημόσιον.

'Εὰν οἱ ἀναγκαιοῦντες χῶροι ἀνήκωσιν εἰς ίδιωτας ἢ ἔτερα νομικὰ πρόσωπα, ἢ κατάληψις τούτων θὰ πραγματοποιηταὶ βάσει τῶν κειμένων νόμων.

2. 'Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιοῦσαι διὰ τὰς ἐρεύνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ἰδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περικλειοῦσῶν ὑπόγεια ὑδάτα, ἐπιφανειακὰ ὑδάτα ἢ πηγάς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς 'Ἐταιρείας.

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

3. Τὸ 'Ελληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ίδιοκτῆται ἢ κάτοχοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέψωσι τὴν διέλευσιν ὑπογείων σωληνώσεων διὰ τὴν μεταφορὰν ὑδρογονανθράκων ἢ, ὅπου ἡ ὑπόγειος τοποθέτησις δέν εἴναι ἐφικτή ἢ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώσεων. Προσέτι οἱ αὐτοὶ ὡς δὲν ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαῖαν ἔργασίαν, διὰ τὴν κατασκευήν, χρῆσιν, συντήρησιν ἢ ἐπισκευὴν τῶν σωληνώσεων τούτων. 'Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς δὲν δικαιωμάτων τῆς 'Ἐταιρείας βλάπτεται ἢ ίδιοκτησία ἢ τὰ δικαιώματα Δήμων, Κοινοτήτων, ίδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων, ἔξαρτεσι τῆς ίδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ 'Ελληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς 'Ἐταιρείας ἀποζημίωσις, καθοριζούμενή κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ισχυούσας ἔκαστοτε διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ισχυούσας διατάξεις δουλεῖαι ὑπὲρ τοῦ 'Ελληνικοῦ Δημοσίου πρὸς χρῆσιν δρμως τῆς 'Ἐταιρείας, τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

‘Η Εταιρεία δικαιοῦται προσέτι νὰ ποιῆται χρήσιν, τηροῦσα τὰς οἰκείας διατάξεις τοῦ Α.Ν. 1540/1938 ἀρθρον 12 καὶ τοῦ Α.Ν. 2344/1940 περὶ αἰγιαλῶν καὶ παραλίας καὶ παντὸς ἔτερου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου, χώρων ἔνδος ζωνῶν λιμένων, προκυμαιῶν καὶ δρυμῶν ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων, τόσον ἐπὶ τῶν προβλητῶν, προκυμαιῶν καὶ δρυμῶν ὃσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἀνευ σοβαροῦ λόγου.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς ‘Εταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρώσεων τῆς βάσει τῆς παρούσης συμβάσεως, ὀφειλόμενοι εἰς ἔλειψιν ἀπαραιτήτου διὰ τὰς ἐργασίας ἐνεργείας ἡ ἀδείας οἰασδήποτε Κρατικῆς Ἀρχῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι’ ἐπιμελοῦς καὶ προστούσης ἐνεργείας ἐκ μέρους τῆς ‘Εταιρείας θὰ θεωρῆται ἀνωτέρα βίᾳ, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίας.

#### “Αρθρον 16.

##### Χρησιμοποίησις ἐργολάβων.

1. Διὰ τὴν διεξαγώγην ἐργασιῶν τῆς ‘Εταιρείας συμφώνως πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἔρευνῶν καὶ βαθέων ἔξερευνητικῶν γεωτρήσεων, ἡ ‘Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιεῖ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, περὶ ὧν ἡ προηγούμενή παραγράφος 1, θὰ ἀνακοινοῦται ὑπὸ τῆς ‘Εταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

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

Αἱ διατάξεις τοῦ ἀρθροῦ 13 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς ‘Εταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς ‘Εταιρείας, κατὰ τὴν διάρκειαν οἰασδήποτε διαχειριστικῆς περιόδου, θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς ‘Εταιρείας συμφώνως πρὸς τὰ ἐν ἀρθρῷ 3 τῆς παρούσης συμβάσεως δριζόμενα.

5. ‘Η ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς ‘Εταιρείας ἐργασία θὰ θεωρῆται. ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς ‘Εταιρείας κατὰ τὴν ἔννοιαν τῶν ἀρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. ‘Η ‘Εταιρεία ὑπέχει οὐχ ἥττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνας.

#### “Αρθρον 17.

##### Απασχόλησις Ἑλληνικοῦ καὶ ξένου προσωπικοῦ.

1. ‘Η ‘Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιεῖ διὰ τὰς ἐργασίας τῆς ἐν ‘Ελλάδι, διευθύνον τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ Ἑλλήνων ὑπηρέσιων εἴτε περὶ ἀλλοδαπῶν, οἷον ἥθελεν κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς.

2. ‘Επὶ τῇ αἰτήσει τῆς ‘Εταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν ‘Ελλάδι διὰ τὸ ἄνω ἐν παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς ‘Εταιρείας, ἐφ’ ὃσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἥτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθησομένου προσωπικοῦ. ‘Η μὴ ἐγκρίσις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν ‘Ελλάδι διεύθυνσιν τῆς ‘Εταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικόν τῆς ‘Εταιρείας θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μετὰ μόνιμον συνεχῆ διαμονὴν ἔξ (6) μηνῶν ἐν ‘Ελλάδι, μόνον διὰ τὸ μέρος τοῦ μισθοῦ του καταβαλλομένου παρὰ τῆς ‘Εταιρείας δι’ ἐργασίαν προσφερθεῖσαν ἐν ‘Ελλάδι. ‘Ο

φορολογητέος μισθοῦ, εἴτε καταβληθεὶς ἐν ‘Ελλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἔξωτερικὸν εἰς ξένον συνάλλαγμα, θὰ εἶναι ἐκεῖνος ὁ ὅποιος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς ‘Εταιρείας.

‘Επὶ πλέον οἱ ὑπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ Ν. 1413/1950 κυρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς ‘Ελλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. ‘Η κατὰ τὰ ἀνωτέρω διαμονῆς τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν ‘Ελλάδι θὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας χορηγησεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας.

‘Απουσίαι ἐξ ‘Ελλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἔκαστοτε θὰ προστίθενται εἰς τὴν περίοδον τῶν ἔξ (6) μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ’ ἣς ὁ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν ‘Ελληνικοῦ φόρου εἰσοδήματος.

Τὸ ἀλλοδαπὸν προσωπικὸν τῆς ‘Εταιρείας θὰ καταβάλῃ ἀπαντας τοὺς λοιποὺς ‘Ελληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἔκαστοτε νομοθεσίαν.

4. ‘Η ‘Εταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ ‘Ελληνας ὑπηρέσιος διὰ πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πείρα.

‘Ως πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδίκευμένας γνώσεις ἡ ‘Εταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν ‘Ελλήνων τῶν ὁποίων εἶναι δυνατὴ ἡ ἐξεύρεσις ἐν ‘Ελλάδι καὶ ἐφ’ ὅσον, κατὰ τὴν κρίσιν τῆς ‘Εταιρείας, τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. ‘Ἐν σχέσει πρὸς τὰ ἐργατικὰ ἀτυχήματα διτινα ἐνδέχεται νὰ λάβωσι χώρων κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως, ἡ ‘Εταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν ‘Ελληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἀρθρον 26 τοῦ παρούσης συμβάσεως. ‘Επίσης ἡ ‘Εταιρεία κατὰ τὰς ἐργασίας γεωτρήσεων ὀφείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν ‘Ελλάδι ἴσχυοντος Κανονισμοῦ Μεταλλευτικῶν Ἐργασιῶν.

6. ‘Η ‘Εταιρεία θὰ ὑποχρεοῦται, ἀμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἀρθρῷ 5 παρ. 1 καὶ 2, νὰ δέχεται πρὸς ἐκπαίδευσιν καθ’ ἔκαστον ἔτος δύο ὑποψήφιούς ὑποδεικνυομένους ὁ εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ ‘Ελληνικοῦ Δημοσίου νοούμενους διτι:

α) “Απασαι αἱ δαπάναι τῶν μαθητευομένων θὰ καταβάλλωνται ὑπὸ τοῦ ‘Ελληνικοῦ Δημοσίου.

β) Τὸ πρόγραμμα ἐκπαίδευσεως θὰ ἀναφέρογται εἰδικῶς εἰς πρακτικὰς ἐργασίας, αἱ δὲ λεπτομέρειαι των θὰ καθορίζωνται ἔκαστοτε ὑπὸ τῆς ‘Εταιρείας ἐπὶ τῇ βάσει γενικῶν δημητριῶν τοῦ ‘Ελληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητεύομενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) ‘Η περίοδος ἐκπαίδευσεως θὰ εἶναι κανονικῆς διαρκείας ἐξ μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας ἵκανοποιητικῆς συμφωνίας μεταξὺ τοῦ ‘Ελληνικοῦ Δημοσίου καὶ τῆς ‘Εταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ ‘Ελληνικοῦ Δημοσίου μαθητευομένου θὰ διαρκεῖται εἰς τὴν ἔγκρισιν τῆς ‘Εταιρείας, ἡτοις δύναται νὰ ἀρνηθῇ ταύτην, ἐὰν κατὰ τὴν γνώμην της ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκομένου σκοπού. ‘Η ‘Εταιρεία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ ‘Ελληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου, ἡδη ἐγκριθέντος παρὰ τῆς ‘Εταιρείας διὰ τοὺς αὐτούς ως ἄνω λόγους. Εἰς ἀμφοτέρας δμως τὰς ὡς ἄνω περιπτώσεις τὸ ‘Ελληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

\*Αρθρον 18.

Λογιστικά Βιβλία.

Τὰ λογιστικὰ βιβλία καὶ τὰ σχετικὰ πρὸς ταῦτα στοιχεῖα τῆς ἑταιρείας ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ἡ Ἐταιρεία καὶ εἰς τὴν Ἀγγλικήν, συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἑκάστοτε ἐν Ἑλλάδι ἰσχύοντος Κώδικος Φορολογικῶν Στοιχείων.

\*Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν δπως ἐκφράζῃ τὰ ἔκ τοῦ ἐξωτερικοῦ εἰσαχθόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς δολλ. Η.Π.Α. καὶ δπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ισολογισμούς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δηλώσεις δμως τῆς Ἐταιρείας αἱ ὑποβάλλομεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσωνται εἰς δραχμὰς διὰ τῆς χρησιμοποιήσεως διὰ τὴν μετατροπὴν εἰς ζένον συνάλλαγμα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ζένων νομισμάτων τοῦ καθορίζομένου ἐν παρ. 8 καὶ 9 τοῦ ἀρθρου 13.

\*Αρθρον 19.

\*Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

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

Ἡ Ἐταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατεύθυνῃ, κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἐργασιῶν, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἔαυτῷ τὸ δικαίωμα δπως ἀνὰ πᾶσαν στιγμήν, κατὰ τὰς ὥρας ἐργασίας διὰ τῶν ἀρμοδίων ὄργανων ἐλέγχου του ἐπιθεωρῆτας τὰς ἐργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις ἐργασιῶν τῆς Ἐταιρείας ἐν Ἑλλάδι, ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταῦτας ἀναφερομένων δαπανῶν.

\*Αρθρον 20.

\*Ἐπιστροφή.

1. Ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον δλας ἡ οἰνδήποτε τμῆμα μιᾶς ἡ ἀπάσῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἔκεινην παρὰ τῆς Ἐταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι, ἐάν ἐπιστραφῇ τμῆμα μόνον ἐρευνητικῆς ἐκτάσεως, τὸ τμῆμα τοῦτο δὲν θὰ εἰναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰανδήποτε στιγμὴν διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἔκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἡ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν ἡ τοῦ αὐτῆς κατὰ τὴν στιγμὴν ἔκεινην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιηθῇ οἰα-δήποτε ἔκουσία ἐπιστροφὴ κατὰ τὰ ἐν παρ. 1 καὶ 2 ἀνωτέρω, δρίζομενα ἀπαντὰ τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Ἐταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν ἡ τμῆμα αὐτῆς ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρήσιν πρὸς ἐκμετάλλευσιν, τὰς λήγουσιν, ἐφ' ὅσον ἡ Ἐταιρεία θὰ ἔχῃ ἐπιπληρώσει ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν (ἡ τμῆμα αὐτῆς) ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρήσιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρήσιν πρὸς ἐκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἀρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰουδήποτε ἐκ τῶν ἐτῶν τῶν ἀναφερομένων ἐν τῷ ρηθέντι ἀρθρῳ 3 διαρκοῦντος τοῦ ὄποιου λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

\*Αρθρον 21.

Πρόστιμα καὶ \*Ἐκπτωσις.

Λύσις τῆς Συμβάσεως διὰ τῆς Λγέσεως.

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον, δύναται, ὅποτεδήποτε διαρκούσης τῆς ισχύος τῆς παρούσης συμβάσεως, ἐκτὸς ἀλλως προβλέπεται ἐν αὐτῇ, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ ἐπιβάλῃ ὡς ποινὴν διὰ παράβασιν τῶν δρων αὐτῆς ἡ διὰ μὴ συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ἔξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν Ἐταιρείαν δυνάμενα νὰ ἀνέλθουν μεταξὺ δολλ. Η.Π.Α. 1.000 καὶ μέχρι 5.000 δ' ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντων διὶ εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοτοιήσεως, τῆς Ἐταιρείας ὑπὸ τοῦ Δημοσίου τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν, θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, διὶ εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις (α) ἔως (στ) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλ. Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι οἱ ἀκόλουθοι :

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

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

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

δ) Μὴ πληρωμὴ τῶν κατὰ τὸ ἀρθρον 9 δικαιωμάτων.

ε) Μὴ ἵκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς αὗται δρίζονται εἰς τὸ ἀρθρον 12.

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

2. Η κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιηται πάραυτα ἐγγράφως εἰς τὴν Ἐταιρείαν καὶ τὸ πρόστιμον θὰ καταβάληται ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον δμως ἡ Ἐταιρεία δὲν ἔχει προβῆτις εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως τῆς, ἐντὸς τῆς ἐν λόγω προθεσμίας τῶν 30αντα ἡμερῶν καὶ δὲν συνεχίζει ταύτας δὲν εἰναι καθυστερήσεων καὶ διακοπῶν, πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως ἡ δὲν προσέφυγε, ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν βάσει τοῦ ἀρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἡς τὸ ἐδάφιον (γ) τῆς παραγράφου 1 τοῦ παρόντος ἀρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἴσχυν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐὰν ἡ ἀπόφασις τοῦ διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς Ἐταιρείας, αὐτῇ θὰ δικαιοῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς αὐτὴν τῆς διοικητικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις τῆς, ἐντὸς τῆς ὡς δὲν προθεσμίας θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρων καὶ μὴ οὖσαν.

\*Ἐκπτωσις :

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

α) Μὴ συμμόρφωσις πρὸς τὰς ἔξ αὐτῆς ὑποχρεώσεις εἰς πενδύσεως.

β) Μὴ συμμόρφωσις πρὸς οἰανδήποτε δριστικὴν ἀποφάσιν ἐκδοθεῖσαν πρὸς τοῦ παρόντος ἀρθρου 26.

γ) Μὴ συμμόρφωσις πρὸς τοὺς περὶ μεταβιβάσεων δρους τοῦ ἀρθρου 23.

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλ. Η.Π.Α. 300.000 ἐντὸς τριμήνου ἀφ' ἡς ἡ ἐγγύησις αὐτῇ θέλει καταστῆ μικροτέρα τῶν δολλ. Η.Π.Α. 300.000, ἐξ οἰουδήποτε λόγου διειλογένου εἰς πταῖσμα ἡ ἀμέλειαν τῆς Ἐταιρείας ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως.

4. 'Η ἔκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρῳ, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἀπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Ἐταιρείας εἴτε μόνον εἰς εἰδικάς ἔρευνητικάς περιοχάς ἢ παραχωρήσεις κατεχόμενας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Ἐταιρείας ἀναλόγως τοῦ ἄν ή μὴ συμμόρφωσις ἢ παράβασις τῆς Ἐταιρείας ἀναφέρεται εἰς ὀλόκληρον τὴν σύμβασιν ἢ εἰς εἰδικάς ἔρευνητικάς περιοχάς ἢ παραχωρήσεις. 'Ἐν περίττωσι ὅλης ἡ σύμβασις ἔχει τοιαύτης ἔκπτωσεως.

5. 'Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἔκπτωσιν τῆς Ἐταιρείας ἐκ των ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς, θὰ γνωστοποιήσῃ πάραυτα εἰς τὴν Ἐραιρείαν καὶ ἡ ἔκπτωσις θὰ ἴσχῃ μετὰ ἐνενήκοντα (90) ἡμέρας ἀπὸ τῆς γνωστοποίησεως, ὑπὸ τὸν ὄμων ὅτι ἡ Ἐταιρεία δὲν ἥρξατο ἐνεργειῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἢ δὲν προσέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἀρθρου 26, ἐντὸς τῆς εἰρημένης προθεσμίας ἔξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθορισθέντα ὑπὸ τῆς διαιτησίας χρονικά δρια ὡς ἐν ἐδαφίῳ (β) τῆς παραγράφου 3 τοῦ παρόντος ἀρθρου 21 δρᾶται. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἴσχυν τῆς ἔκπτωσεως κατὰ τὴν διάρκειαν τῆς διαδικασίας διαιτησίας.

'Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἴναι εἰς βάρος τῆς Ἐταιρείας, αὐτὴ κέντηται προθεσμίαν τριάκοντα ἡμερῶν, ἀπὸ τῆς κοινοποίησεως εἰς αὐτὴν τῆς δριστικῆς ἀποφάσεως, ἵνα συμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσίς τῆς, ἐντὸς τῆς ἀνω προθεσμίας καθιστᾷ τὴν κήρυξην τῆς ἔκπτωσεως ἀκυρον καὶ μὴ οὖσαν.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας εἰς βάρος τῆς Ἐταιρείας ἢ διὰ τὴν κήρυξην αὐτῆς ἔκπτωτου ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων τῆς, ἀπαιτεῖται ἡ προηγουμένη σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἐταιρείαν ὁμοῦ μετὰ τῆς γνωστοποίησεως περὶ ἣς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἀρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἀρθρου γνωστοποίησεις δέονται νὰ πραγματοποιοῦνται 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 ὑποχρεώσεις τῆς.

#### Ἀλῆξις :

8. α) Λύσις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ χωρὶς ἄμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἴσχυος, ἀπάντων τῶν δικαιωμάτων ἔξερευνήσεως καὶ τῶν παραχωρήσεων ἔκμεταλεύσεως αἵτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας δυνάμει τῆς παρούσης συμβάσεως.

β) Κατ' ἔξαρεσιν τῶν ἐν τῷ προηγουμένῳ ἐδαφ. (α) δρῖζομένων, εἰς ἣν περίπτωσιν ἡ Ἐταιρεία, διακροῦντος τοῦ 5ου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τῆς παρούσης συμβάσεως (δεύτερον ἔτος τῆς ἀνανεώσεως περὶ ἣς τὸ ἀνωτέρω ἀρθρου 2 παράγρ. 3) ἥρξατο τῶν ἐργασιῶν ἀνορύξεως προσθέτου ἔρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐδρῶν 3 παράγρ. 1 τῆς παρούσης συμβάσεως προβλεπομένων 3 τοιούτων) αἱ δὲ ἐργασίαι αὗται συνεχίζονται εἰσέτι κατὰ τὴν λήξιν τοῦ ρηθέντος 5ου ἔτους, ἡ ἴσχυς τῆς παρούσης συμβάσεως παρατείνεται αὐτοδικαίως μέχρι τῆς ἡμερομηνίας συμπληρώσεως τῶν ἐν λόγῳ ἐργασιῶν καὶ ἀνορύξεως βαθείας γεωτρήσεως ὑπὸ τὴν ἔννοιαν τοῦ ἀνωτέρω ἀρθρου 4 παράγρ. 7, ἡ μέχρι τῆς ἡμερομηνίας παρελεύσεως ἐνὸς ἔξαμηνου (6) ἀπὸ τῆς λήξεως τοῦ ρηθέντος 5ου ἔτους, οἰαδήποτε τῶν ἡμερομηνῶν τούτων ἔσται προγενεστέρα.

9. 'Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως εἴτε διὰ λήξεως (παρ. 8 ἀνωτέρω) εἴτε διὰ ἔκπτωσεως (παρ. 3, 4 καὶ 5 ἀνωτέρω) εἴτε διὰ ἐπιστροφῆς (ἀρθρου 20), τὸ Ἑλληνικὸν

Δημόσιον δὲν θα δικαιοιοῦται ἀπὸ ζημιώσεως ἢ οἰασδήποτε δλῆς παρογῆς, λόγῳ τῆς τοιαύτης λύσεως, ὑπὸ τὴν προϋπόθεσιν πάντως διὰ πλήρης περιπτώσεως ὀλικῆς ἔκπτωσεως, ἀπασται αἱ ὑποχρεώσεις τῆς Ἐταιρείας αἱ συσσωρευθεῖσαι μέχρι τῆς ἡμερομηνίας λύσεως δέοντα νὰ ἔχουν ἔκπληρωθῇ παρὰ ταύτης περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἀρθρου 20.

"Αρθρον 22.

Διάθεσις τῆς Ἰδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐφ' οἰασδήποτε ἔρευνητικῆς ἔκτάσεως ἢ τμήματος ταύτης, ἡ παραχωρήσεως πρὸς ἔκμετάλλευσιν δι' οἰονδήποτε τῶν ἐδρῶν 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἐταιρείας φρέατα ἐπὶ τῶν ἔρευνητικῶν ἔκτάσεων ἢ τμήματος τούτων ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν, ἐπὶ τῶν ὅποιων ἔληξαν τὰ δικαιωμάτα τῆς Ἐταιρείας, εἴτε παραγόντων ὑδρογονάνθρακας εἴτε μή, μετὰ τῶν κεφαλῶν φρέατων (Well Head) καὶ τῶν ὑποστηρίξεων (Casing) τῶν ὑφισταμένων εἰς τὸ φρέατα ταῦτα, θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἀνευ ἀποζημιώσεώς τινος.

"Απαντα τὰ μὴ παραγωγικά φρέατα δέοντα νὰ κλεισθοῦν (Plugged), καταλλήλως ὑπὸ τῆς Ἐταιρείας καὶ δι' ἔξδων αὐτῆς, ἀπαντα δὲ τὰ στρώματα ὑδάτων δέοντα ὠσκάντως νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικά φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὄμων ὅμων ὅτι ἡ Ἐταιρεία, δικαιοῦνται νὰ ἀναλάβῃ ἀπάσας τὰς ἔγκαταστάσεις τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἔγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ἔξοπλισμόν, καθ' ἣν ἔκτασιν τοῦτο δύναται νὰ γίνη χωρὶς νὰ παραβλάπτῃ ἢ θέτῃ ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἀρθρου ἀναφερομένων, ἡ Ἐταιρεία δικαιοῦνται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἰονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰαδήποτε δλᾶλα δικαιώματα, οἰασδήποτε φύσεως, καθ' ὅλην τὴν διάρκειαν τῆς ἴσχυος παρούσης συμβάσεως, μετὰ τὴν καθ' οἰονδήποτε τρόπον λῆξιν ἢ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ δλᾶλα δικαιώματα εὑρηγοῦνται ἐντὸς ἢ ἐκτὸς τῶν ἔρευνητικῶν ἔκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν τῆς Ἐταιρείας.

3. 'Ἐὰν ὅμως ἡ Ἐταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰαδήποτε δλᾶλα δικαιώματα οἰασδήποτε φύσεως ἐκ τῶν εὐρισκομένων ἐντὸς ἔρευνητικῆς ἔκτάσεως ἢ παραχωρήσεως πρὸς ἔκμετάλλευσιν δι' ἀς ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιόωμα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων εἰς τὴν τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἴσχυος ἔκάστης τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν ἀς θὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης συμβάσεως, οὐδεμίᾳ πωλήσις ἀκινήτων ἀνηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιούτων παραχωρήσεως πρὸς ἔκμετάλλευσιν θὰ ἐπιτρέπηται, ἀνευ τῆς προηγουμένης ἔγγραφου ἔγκρισεως τοῦ Ἑλληνικοῦ Δημοσίου.

'Ἐν ἡ περιπτώσει δὲν ἔθετε δοθῆ ἢ ορθεῖσα ἔγκρισης, ἡ ἀκίνητος αὐτὴ ίδιοκτησία θὰ περιέρχηται ἀνευ οἰασδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἄμα τῇ λήξει τῆς ἴσχυος τοιαύτης παραχωρήσεως πρὸς ἔκμετάλλευσιν.

5. 'Ἐὰν ὄποτε δηλωθεῖ, διαφορούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως ἡ ἄμα τῇ λύσει ταύτης, ἡ Ἐταιρεία, θὰ διαθέσῃ περιπτώσεως τῆς ἡμερομηνίας την περιουσίας την αὐτήν την παλήσεως την ἀνηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων την ἐντὸς τοιούτων παλήσεως την ἀνηκόντων την παληγέντων την περιουσιακού στοιχείου ὡς αὐτή ἐμφράνεται εἰς τὰ βιβλία τῆς Ἐταιρείας κατὰ τὴν ἡμέραν τῆς παλήσεως (τῆς ἀποσβέσεως ὑπὸλογισθείσης βάσει τοῦ ἐπισυναπτομένου πιν. B), ἡ τυχὸν διαφορὰ εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας τὰ προερχόμενα ἐκ τῆς παλήσεως ὑδρογονανθράκων,

διαφορούσης τῆς διαχειριστικῆς περιόδου κατά τὴν ὅποιαν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ στοιχείου, καὶ θὰ θεωρῆται, πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἀρθροῦ 10 τῆς παρούσης συμβάσεως ὡς ἀκαθάριστον ἔσδον, εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἔξδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μηνονευομένων ἢ ἀρθρῷ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὃσον ἡ πώλησις αὐτῇ περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατά τὴν ὅποιαν ἡ Ἐταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθάριστον εἰσπράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

\* Αντιθέτως ἔαν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορά, εἴτε θὰ ἐκτίπτεται ἐκ τῶν ἀκαθαρίστων εἰσπράξεων τῆς Ἐταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικώτερον καθορίζεται ἐν παρ. 1 ἑδαφ. (η) τοῦ συνημμένου τῆς παρούσης Πίνακος Β, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἀρθροῦ 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἡ Ἐταιρεία ἔξακολουθῇ νὰ ἔχῃ περιουσιακὰ στοιχεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἢ ἀκίνητα) ἐν Ἑλλάδι ἢ ἀλλαχοῦ, δύο εἰσέστι ἔτη μετὰ τὴν λύσιν τῆς παρούσης συμβάσεως, τὸ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἐταιρείας, τὸ προϊὸν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἵσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, νοούμενον ὅτι τὸ ρευστοποιημένον μερόδιον τῆς Ἐταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν οἰωνδήποτε φόρων, ἐμμέσων ἢ ἀμέσων ἢ οἰσθήποτε φύσεως ἢ οἰουδήποτε εἰδους, τελῶν, δασμῶν, κρατήσεων ἢ καὶ εἰσφορῶν ἢ οἰωνδήποτε ἑτέρων εἰδίκων φορολογιῶν, εἴτε ἐπιβαλλομένων τακτικῶς εἴτε δυναμένων νὰ ἐπιβληθοῦν ἐκτάκτως δι' ὥρισμένους σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰσθήποτε Ἑλληνικῆς ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν κτηθὲν παρὰ τῆς Ἐταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως, συμφώνως τῇ παρ. 2 τοῦ παρόντος ἀρθρου, θὰ μετατρέπηται εἰς δολ. Η.Π.Α. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς δρους τοῦ ἀρθροῦ 13.

#### Ἀρθρον 23.

##### Μεταβιβάσεις.

1. Ἡ Ἐταιρεία δικαιοῦται νὰ ἔχχωρῃ τὴν παρούσαν σύμβασιν, ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάσῃ πάντα τὰ ἐκ ταύτης δικαιωμάτα τῆς ὑπὸ δρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς:

α) Εἰς ἑτέραν Ἐταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἔχχωρητίας.

β) Εἰς ἑτέραν Ἐταιρείαν, ἐλεγχομένην παρὰ τῆς TEXACO INC.

γ) Εἰς οἰωνδήποτε ἑτερον τρίτον, ἐν τοιαύτῃ δμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἢτις κρίσις θὰ περιορίζεται μόνον ὡς πρὸς τὸ πρόσωπον, φυσικὸν ἢ νομικόν, τοῦ ἐκδοχέως.

2. Ὁ Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους Ἐθνικῆς ἀσφαλείας νὰ ἀπαγορεύῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ἐν παραγράφῳ 1, ἑδαφια (α) καὶ (β) τοῦ παρόντος ἀρθρου.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ἐν παραγράφῳ 1 ἑδαφια (α) καὶ (β) ἀνωτέρω ὁρίζομενα, ἡ Ἐταιρεία θὰ παραμένῃ ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ἐν τῆς παρούσης συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον ὡς καὶ ἡ Ἐταιρεία δὲν θὰ διατηροῦν οἰσθήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰουδήποτε τῶν δρων τῆς παρούσης συμβάσεως παρ' ἐκατέρου τῶν συμβαλλομένων μερῶν καὶ θὰ παράσχουν ἀμοιβαίως πλήρη καὶ ἀνεπιφύλακτον ἐγγράφον ἀπαλλαγήν.

#### Ἀρθρον 24.

##### Ἐφαρμοστέοι Νόμοι.

1. Ἡ Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἐταιρείαν

ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, ἢ οἰωνδήποτε διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἰωνδήποτε τρόπον προποιήσει 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 ἰσχύντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν, πάντως δμως μόνον μέχρι τοῦ σημείου καθ' δὲν εύστοκονται εἰς σύγκρουσιν πρὸς τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως.

3. Ἐν περιπτώσει τοιαύτης συγκρούσεως, παρούσης ἡ μελλοντικῆς, θὰ κατισχύουν οἱ δροι καὶ συμφωνίας τῆς παρούσης συμβάσεως ὡς καὶ τῆς τυχὸν συναφθησομένης συμπληρωματικῆς ἢ τροποποιητικῆς τοιαύτης κατὰ τὰ ἐν τῷ κατωτέρῳ ἀρθρῷ 37 παράγρ. 2 σχετικῶς ὁρίζομενα, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ κανονισμῶν αἱ συγκρούμεναι μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως καὶ τῆς τυχὸν κατὰ τὰ ὄντα συμπληρωματικῆς ἢ τροποποιητικῆς τοιαύτης, δὲν θὰ ἔχουν ἴσχυν δσον ἀφορᾶ τὴν Ἐταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

#### Ἀρθρον 25.

##### Ἀνωτέρα βίᾳ.

1. Παράλειψις τῆς Ἐταιρείας ὅπως ἐκπληρώσῃ οἰωνδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεών της, δὲν θὰ παρέχῃ τὸ δικαιώματα εἰς ἔγερσιν οἰσθήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμβάσεως, ἐφ' ὃσον ἡ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν βίαν.

Ο δρος οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ περιοριστικῶς, πράξεις τοῦ ἔχθρου, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰωνδήποτε Κυβερνητικὴν πρᾶξιν ἢ πράξεις οἰσθήποτε Ἑλληνικῆς Ἀρχῆς ἢ ζένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν, διαφύγουσαν τὸν ἔλεγχον τῆς Ἐταιρείας. Ἐφ' ὃσον συνεπείᾳ τοιαύτης ἀνωτέρας βίας καθυστερεῖται ἡ συμμόρφωσις τῆς Ἐταιρείας πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς ἡ ἢ ἀσκητικῶς τῶν ἐκ ταύτης δικαιωμάτων της, δ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς τὸν ὑποχρεώσεις ἢ ἀσκητικῶν δικαιωμάτων.

2. Ἡ ρηθεῖσα κατάστασις ἀνωτέρας βίας ὀφειλομένη εἰς μίαν ἢ πλείονας αἰτίας, συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως, ἐπ' ὧφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων της, δ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν παρούσα σύμβασις θὰ λύεται.

Ἐπὶ τῇ τοιαύτη παραιτήσει ἡ Ἐταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑποχρεώσεών της πάσης φύσεως ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ἐκ τῆς παρούσης συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον ὡς καὶ ἡ Ἐταιρεία δὲν θὰ διατηροῦν οἰσθήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰουδήποτε τῶν δρων τῆς παρούσης συμβάσεως παρ' ἐκατέρου τῶν συμβαλλομένων μερῶν καὶ θὰ παράσχουν ἀμοιβαίως πλήρη καὶ ἀνεπιφύλακτον ἐγγράφον ἀπαλλαγήν.

#### Ἀρθρον 26.

##### Διαιτησία.

1. Ἐξαιρέσει τῶν ἐν παραγράφῳ 2 τοῦ παρόντος ἀρθρου δριζομένων, πᾶσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας διαφωνία ἀνακύπτουσα ἐν σχέσει μὲ τὴν παρούσαν σύμβασιν θὰ λύεται διὰ διαιτησίας κατὰ τὰ ἐν ἀρθρῷ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων», σχετικῶς δριζομένα.

2. Προκειμένου δμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἀρθρῷ 21 δριζεται, ἡ ἀμφισβητήσεων ἀφορωσῶν διαφοράν, διένεξιν ἡ διαφωνίαν ὡς πρὸς τὴν ἐρμηνείαν

καὶ ἐφαρμογὴν τῶν δρων τῆς συμβάσεως αἴτινες δύνανται νὰ συνεπάγωνται τὴν ποινὴν τῆς ἑκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἔρθρα 3,4,6,12 καὶ 13 ἡ διαιτησία θὰ διεξάγεται κατὰ τὸν ἄκολουθον τρόπον.

Τὸ ἐπιθυμοῦν τὴν διαιτησίαν μέρος δι' ἑγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸ ἔτερον θὰ γνωστοποιῇ ἀυτῷ τὴν τοιαύτην του ἐπιθυμίαν θὰ καθορίζῃ ἀκριβῶς τὰ θέματα τῆς διαφορᾶς, διενέξεως, ἡ διαφωνίας, θὰ ὅρίζῃ τὸν διαιτητὴν αὐτοῦ, καὶ θὰ καλῇ τὸ ἔτερον μέρος ὅπως διορίσῃ τὸν δεύτερον διαιτητήν. Ἐντὸς εἰκοσι (20) ἡμερῶν ἀπὸ τῆς λήψεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἔτερον μέρος θὰ γνωστοποιήσῃ, ἑγγράφως πρὸς τὸ αἵτησάμενον τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρελθόντες ἀπράκτου τῆς προθεσμίας ταύτης διεύτερος διαιτητής διορίζεται ὑπὸ τοῦ Προέδρου τοῦ Διεθνοῦ Δικαστηρίου τῆς Χάγης, ἐπὶ τῇ αἵτησει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν μέρους. Οἱ οὕτω διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς εἰκοσι (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, δπως ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητήν, δστις θὰ είναι δ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἔκλογὴν τοῦ τρίτου διαιτητοῦ ἡ παρελθόντες ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, τοῦτον διορίζει δ Πρόεδρος τοῦ Διεθνοῦ Δικαστηρίου τῆς Χάγης, ἐπὶ τῇ αἵτησει τῶν διαιτητῶν ἡ ἐκατέρου ἔξ αὐτῶν. Οἱ διαιτηταὶ ὄφελουσι νὰ ἐκδώσωσι τὴν ἀπόφασιν των ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως πρὸς τὸν τρίτον διαιτητὴν τοῦ διορισμοῦ του. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Οἱ διαιτηταὶ δὲν δεσμεύνονται ὑφ' οίωνδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαιτησίας. Δικαιοῦνται νὰ ἔξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμούσας καὶ λαμβάνωσιν ὑφ' ὅψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ἡ κωλύματος τινὸς ἐκ τῶν διαιτητῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος βάσει τὴν τηρηθείσης διὰ τὸν διορισμὸν διαδικασίας. Εἰς τὴν περιπτώσιν ταύτην ἡ προθεσμία πρὸς ἔκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδήλωσεως τοῦ κωλύματος ἡ τῆς ἀρνήσεως, βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν, μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἡ ἀρνουμένου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἀρνησις τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτηκὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι δριστική, τελεσίδικος καὶ ἀμετάλλητος, μὴ ὑποκειμένη εἰς οὐδὲν ταχτικὸν ἡ ἔκτακτον ἔνδικον μέσον.

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

### Αρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου.

Καθ' ἣν ἔκτασιν ἡ Ἐταιρεία θὰ χρησιμοποιῇ συνεχῶς ἰδιοκτησίαν, κινητὴν ἡ ἀκίνητον τοῦ Ἑλληνικοῦ Δημοσίου :

α) Εἴτε συνεπεία ἀπαλλοτριώσεως κατὰ τὰ ἐν ἀρθρῳ 15 ὁρίζομενα.

β) Εἴτε βάσει τῶν ἐτέρων διατάξεων τοῦ ἀρθρου 15.

γ) Εἴτε βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἐταιρείας, ἡ Ἐταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῆται τῆς ἰδιοκτησίας ταύτης, ὡς ἐὰν ἦτο ἡ ἰδιαὶ ἰδιοκτήτρια αὐτῆς καὶ νὰ προστατεύῃ τὰ συμφροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἐναντὶ ἀπαιτήσεως οἰανδήποτε τρίτου.

### Αρθρον 28.

Εὐθύνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως Δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῦ διὰ τοῦ παρόντος διὰ οὐδὲν ἔτερον νόμιμον δικαιώματα ἡ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὡς δρίζεται ἐν ἀρθρῳ 1, ἐὰν δὲ ηθελεν ἀξιωθῆ τοιοῦτον δικαιώματα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Ἐταιρείας ἐναντὶ τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τούτοις οἰασδήποτε τρίτος ηθελεν ἐπιτυχῶς διεκδικήσει δικαιώματα τι κατὰ τῆς Ἐταιρείας ἡ ηθελεν ἀναγνωρισθῇ δριστικῶς καὶ τελεσθίκως οἰανδήποτε τοιοῦτον δικαιώματα δι' ἀποφάσεως Ἑλληνικοῦ Δικαστηρίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ καταγγείλῃ τὴν παρούσαν σύμβασιν ἀπαλλασσομένη οἰασδήποτε βάσει ταύτης ὑποχρεώσεως τῆς τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἐταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

### Αρθρον 29.

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

Χωρὶς καθ' οἰανδήποτε τρόπον νὰ περιορίζωνται ἡ μειοῦνται τὰ δικαιώματα τῆς Ἐταιρείας τὰ χορηγηθέντα αὐτῇ δυνάμει τοῦ ἀρθρου 29 τῆς ἀπὸ 29 Μαΐου 1968 Συμβάσεως, ἡτὶς ἐπεκυρώθη διὰ τοῦ Ἀναγκαστικοῦ Νόμου 512 τῆς 28ης Σεπτεμβρίου 1968, ἡ Ἐταιρεία, ἐὰν δύψεπτε, διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως, ἐπιθυμῇ νὰ ἀποκτήσῃ δικαιώματα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι, παραγομένων παρ' αὐτῆς ἐν Ἑλλάδι, τὸ Ἑλληνικὸν Δημόσιον ἐπὶ τῇ σχετικῇ αἵτησει τῆς Ἐταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὐτῇ τὸ ρηθὲν δικαιώματα ὑπὸ δρους οὐχὶ δλιγώτερον εὐνοϊκούς τῶν χορηγηθέντων ἡ χορηγηθήσομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ἡμερομηνίας τῆς ἄνω αἵτησεως εἰς οἰανδήποτε τρίτον, φυσικὸν ἡ νομικὸν πρόσωπον, κεκτημένον τὸ δικαιώματα ἐρεύνης ἡ καὶ παραγωγῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Διέλυσις.

2. α) Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως ἡ ὑπὸ τῆς Ἐταιρείας παραγωγὴ ἔγχωρίου ἀργοῦ πετρελαιού φθάσῃ εἰς ἐπίπεδον ὑπερβανόν τὰς ποσότητας τὰς δροὶς ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἀρθρῳ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὕτη θὰ κέκτηται ὡσαύτως τὸ δικαιώματα νὰ κατασκευάσῃ καὶ ἐκμεταλλευθῇ διύλιστήριον ἵνα διύλισῃ ἐν αὐτῷ τὸ διπερ δικαιοῦνται νὰ ἔξαγῃ ἀργὸν πετρέλαιον, καὶ νὰ ἔξαγῃ τὰ ἐκ τοῦ ἀργοῦ τούτου πετρελαιού λαμβανόμενα πετρελαιοειδῆ προϊόντα.

β) Ἐὰν διποτεδήποτε διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἔγχωρια διύλιστήρια τὰ ἐφοδιάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἔγχωρίου ἀγορᾶς, ὡς καὶ τὰ ἔγχωρια διύλιστήρια, τὰ προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰανδήποτε ἀλλού Ἀναδόχου, ὑπογραφεισῶν πρὸ τῆς ἐμπορικῶν ἐκμεταλλευσίμου ἀνακαλύψεως παρὰ τῆς Ἐταιρείας ἔγχωρίου ἀργοῦ πετρελαιού, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἔγχωρίου ἀγορᾶς, ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν διη τὸ Ἑταιρεία δύναται νὰ προμηθεύῃ ἐπαρκές πρὸς τοῦτο ἔγχωριον ἀργὸν πετρέλαιον θὰ δίδῃ, καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἀρθρου 12 ὑποχρεώσεων αὐτῆς, δικαιώματα προτεραιότητος εἰς τὴν Ἐταιρείαν ἐναντὶ δλων τῶν ἀλλων ἔγχωριων διύλιστήριων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἴτε : 1) ἐκ τῆς παραγωγῆς παντὸς διύλιστήριον τὸ διποτον θὰ ἔχῃ προηγουμένως κατασκευάσει

ἡ 'Εταιρεία διὰ τὴν ἔξαγωγὴν προϊόντων περὶ ὅν τὸ ἐδάφιον (α) τῆς παρούσης παραγράφου 2 ή 2) ἐφ' ὅσον δὲν θὰ ἔχῃ κατασκευασθῆ τοιοῦτον διϋλιστήριον, ἐκ τῆς παραγωγῆς νέου διϋλιστηρίου τὸ δόπιον τὸ 'Ελληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν 'Εταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἔγχωρίου ἀγορᾶς, ὅσον καὶ πρὸς τὸν σκοπὸν τῆς ἔξαγωγῆς πάσης παραγωγῆς τοῦ διϋλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἔγχωρίου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τούτοις, διὰ τὰ κατὰ τὰς διατάξεις τοῦ ἐδαφίου (β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 δικαιώματα τῆς 'Εταιρείας, θὰ γεννηθοῦν μόνον : 1) ἐφ' ὅσον η 'Εταιρεία θὰ εἰναι ἡ πρώτη ἀνακαλύψασα καὶ παραγουσα ἀργὸν πετρέλαιον ἐν 'Ελλάδι, ή 2) ἐὰν η 'Εταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν 'Ελλάδι, χωρὶς δμας νὰ εἰναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἔκεινοι οἵτινες ἥσαν οἱ πρῶτοι, ἀπαρνηθοῦν ἡ παραιτηθοῦν παντὸς τυχὸν δικαιώματός των πρὸς κατασκευὴν διϋλιστηρίου.

δ) 'Ἐν περιπτώσει καθ' ἡν ἡ 'Εταιρεία ἔχει τὸ δικαίωμα νὰ κατασκευάσῃ ἡ χρησιμοποίηση διϋλιστήριον, κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου (β) τῆς παραγράφου 2, τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἡ χρησιμοποίησιν ὑπὸ δρους καὶ συμφωνίας ἀμοιβαίων συνομολογηθησομένους κατὰ τὴν στιγμὴν καθ' ἡν θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, διὰ τοιούτου δροῦ καὶ συμφωνίαι δὲν θὰ εἰναι διὰ τὴν 'Εταιρείαν διλιγώτερον εὐνοϊκοὶ ἀπὸ τοὺς παραχωρηθέντας εἰς ἔτερα ἐν 'Ελλάδι Διϋλιστήρια, ἔξαιρουμένου τοῦ 'Ελληνικοῦ Κρατικοῦ Διϋλιστηρίου.

ε) 'Ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα δπως, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἑσωτερικὴν κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέντος διϋλιστηρίου ἡ ἔξι ὑπάρχοντος τοιούτου χρησιμοποιουμένου κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου (β) τῆς παραγράφου 2 δίδῃ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀνάγκας τοῦ τοιούτου Διϋλιστηρίου καλύπτουσα ταῦτας ἐκ τῆς ἴδιας αὐτῆς παραγωγῆς ἔγχωρίου ἀργοῦ πετρέλαιου : (1) καθ' ὃ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διϋλιστηρίου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἔγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ 'Ελληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν δρον διὰ τὴν 'Εταιρείαν θὰ συνεχίσῃ νὰ ἔκτελη μέχρι τοῦ δρίου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παραγράφον 3 τοῦ ἄρθρου 12 τυχὸν ὑποχρέωσιν τῆς μετὰ τὴν ὑπὲρ τοῦ ἴδιου αὐτῆς Διϋλιστηρίου παραχώρησην τῆς τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Οὐδέν τῶν ἐδαφίων (β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 δριζούμενων, ἡ πᾶσα ἀλλη ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἐρμηνεύεται ὡς ἡ θέτουσα οἰνοδήποτε περιορισμὸν ἐπὶ τοῦ δικαίωματος τῆς 'Εταιρείας ἡ τῶν συγγενῶν αὐτῆς 'Εταιρειῶν ἡ τῶν ὑπὸ αὐτῆς ἴδρυσεισῶν 'Εταιρειῶν νὰ ζητήσουν δικαίωμα ἴδρυσεως ἡ συμμετοχῆς εἰς τὴν ἴδρυσην Διϋλιστηρίου ἐν 'Ελλάδι εἰς πάντα χρόνον.

ζ) 'Ο εἰς τὸ κείμενον τῆς παρούσης συμβάσεως δρος «'Ελληνικὸν Κρατικὸν Διϋλιστήριον» θὰ ὑπονοῇ τὸ σήμερον ὑπάρχον Κρατικῆς ἰδιοκτησίας Διϋλιστήριον, ἔστω καὶ ἀν τοῦτο ἔκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. 'Απαντα τὰ κατὰ τὸ παρὸν ἄρθρον δικαιώματα τῆς 'Εταιρείας θὰ ἀσκοῦνται εἴτε ὑπὸ αὐτῆς ἡ ὑπὸ συγγενοῦς ἡ ὑπὸ αὐτῆς ἴδρυσης τῆς 'Εταιρείας ἡ 'Εταιρειῶν, ὡς ὁρίζεται ἐν ἄρθρῳ 23 τῆς παρούσης συμβάσεως.

"Ἄρθρον 30.

'Εγγύησις.

1. 'Ἡ 'Εταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ 'Ελληνικὸν Δημόσιον (Γενικὴν Δ/νσιν Μεταλλείων τοῦ 'Υπουργείου Βιομηχανίας), ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς διοργαφῆς τῆς παρούσης συμβάσεως ἔγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι, διὰ ποσὸν Δολ. Η.Π.Α. 300.000. 'Ἡ ἔγγυητικὴ αὐτὴ ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς 'Εταιρείας, τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ 'Ελληνικὸν Δημόσιον

διὰ περίοδον πέντε ἑτῶν ἀπὸ τῆς ἡμέρας ἴσχυος τῆς συμβάσεως, ἡ δὲ 'Εταιρεία θὰ ὑποχρεοῦται, δινευ ἐτέρας εἰδοποιήσεως, νὰ ἀνανεώνῃ, ἀνὰ πενταετίαν τούλαχιστον τὴν ἔγγυητην ταύτην κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ἴσχυος τῆς συμβάσεως καὶ μέχρι λήξεως ἡ λύσεως ταύτης. 'Εὰν ἡ νέα ἔγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ 'Ελληνικὸν Δημόσιον ὑπὸ ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι τέσσαρας (4) μήνας τούλαχιστον πρὸ τῆς ἐκπνοῆς τῆς ἴσχυούσης ἔγγυητικῆς ἐπιστολῆς, ἡ παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἴσχυούσης ἔγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ ἡ ἐν μέρει διὰ ποσὸν ὅριστικῶς πληρωτέα παρὰ τῆς 'Εταιρείας, κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἔνα μῆνα ἀφ' ἡς ταῦτα κατέστησαν ὅριστικῶς πληρωτέα.

'Εὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῆ ὅριστικῶς πληρωτέα δύο μήνας πρὸ τῆς λήξεως τῆς ἔγγυητης, ταῦτα δύνανται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς ὅριστικοποιήσεως των διὰ τῆς εἰσπράξεως τῆς ἔγγυητης, ἐκτὸς ἀν ἡ Μισθώτρια 'Εταιρεία παράσχῃ ἔγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

'Ἐὰν δὲ οἰνοδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἔγγυητης ἔχει λαβεῖ παρατελεσθεῖ κατά τοὺς Δολ. Η.Π.Α 300.000, ἡ 'Εταιρεία ὑποχρεοῦται νὰ συμπληροῦ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὑπόικαν αὐτῆς κατέστη μικροτέρα τῶν Δολ. Η.Π.Α. 300.000, ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ ὑπὸ τοῦ ἐδαφίου (δ) τῆς παρ. 3 τοῦ ἄρθρου 21.

'Ἡ ἀνωτέρω ἔγγυητης ἔξακολουθεῖ ὑφισταμένην ὑπὸ τοὺς αὐτοὺς ὡς ἄνω δρους καὶ ἐν περιπτώσει καθ' ἡν ἔχει λαβεῖ χώρων ἔκχωρητος, κατ' ἔφαρμογήν τοῦ ἄρθρου 23 παρ. 1 ἐδ. (α) καὶ (β) τῆς παρούσης συμβάσεως.

2. 'Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παρ. 1 τοῦ παρόντος ἄρθρου 29 δριζούμενων ἀρχικῆς ἔγγυητικῆς ἐπιστολῆς καθιστᾶ ἀνίσχυρον τὴν παρούσαν σύμβασιν ἡτίς καὶ θὰ θεωρῆται ὡς οὐδέποτε γενομένη.

"Ἄρθρον 31.

'Απαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

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

"Άρθρον 32.

'Αρχὴ ἴσχυος τῆς παρούσης.

1. 'Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἱρεσιν τῆς ἔγκαιρου καταθέσεως τῆς ἐν ἄρθρῳ 30 ἔγγυητης καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς 'Εξουσίας μεθ' ἡν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τοῦ κυροῦντος ταύτην Νόμου, ἀρχεται ἡ ἴσχυς τῆς παρούσης συμβάσεως καὶ αἱ ἐκ ταύτης συνέπειαι.

2. 'Ἐὰν ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἱρεσιν τῆς ἔγκαιρης καταθέσεως τῆς ἐν ἄρθρῳ 30 ἔγγυητης καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς παρούσης συμβάσεως ἐξ τῆς ἴσχυος τοῦ κυροῦντος ταύτην Νόμου, διατηται ἡ ἴσχυς τῆς παρούσης συμβάσεως καὶ ἀπὸ τῆς αὐτῆς τηρούσης μεταβατικής.

'Ἐν περιπτώσει καθ' ἡν τοιαύτη ἀποδοχὴ ὑπὲρ τὴν αὐτοῦ προθέσμων ἡ 'Εταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. 'Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς ἐξουσίας τῶν δρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παραγραφὸν τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας, ἡ ἴσχυς τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

"Αρθρον 33.

Κοινοποίησεις.

Πᾶσα κοινοποίησις τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν καὶ ἀντιστόρως, βάσει τῆς παρούσης συμβάσεως, ἵνα ἡ ἔγκυρος δέον νὰ γίνεται ἐπὶ ἀποδείξει ἢ διὰ συστημένου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ νὰ ἀπευθύνεται:

α) Διὰ τὰς κοινοποίησεις τῆς Ἐταιρείας πρὸς τὸ 'Ελληνικὸν Δημόσιον:

Εἰς 'Πουργεῖον Βιομηχανίας  
Γενικὴν Διεύθυνσιν Μεταλλείων  
'Αθῆναι - 'Ε λ λ α & c

β) Διὰ τὰς κοινοποίησεις τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν TEXACO GREECE INC. εἰς τὸν Ἰωάννην Θεοδώρου Χατζῆν, ὁδὸς "Οθωνος 4, 'Αθῆναι 118, 'Ελλάς, ὅστις δρίζεται ἀντίκλητος τῆς Ἐταιρείας ἐν 'Ελλάδι.

'Ἐν ἀναλογίᾳ τοῦ ὡς ἀνώ ἀντικλήτου ἡ Ἐταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνοματεπώνυμον καὶ τὴν Δ/νσιν τοῦ νέου ἀντικλήτου, ὅστις δέον νὰ εἴναι κάτοικος Ἀθηνῶν, μέχρι δὲ τῆς τοιαύτης γνωστοποίησεως ἔγκυρως γίνονται αἱ κοινοποίησεις πρὸς τὸν ἀνωτέρω ἀντίκλητον.

"Αρθρον 34.

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

Ἡ TEXACO GREECE INC. δηλοῦ ὅτι δὲ κύριος μέτοχος ταύτης, ἥτοι ἡ TEXACO INC., κατὰ πρωτοβουλίαν τῆς ὅποιας ὀργανώθη, ἔλαβε πλήρη γνῶσιν τῶν δρων τῆς παρούσης συμβάσεως.

Δι' ἴδιαιτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ 'Ελληνικὸν Δημόσιον, συμφώνως πρὸς σχέδιον αὐτῆς ἀπὸ κοινοῦ καταρτισθὲν παρὰ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας καὶ μονογραφηθέντος σήμερον παρὰ τούτων ἡ TEXACO INC. ἀναλαμβάνει τὴν ὑποχρέωσιν, κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, δπως, ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ νόμου, παράσχῃ καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, εἰς τὴν TEXACO GREECE INC. ἥ ἐν περιπτώσει μεταβιβάσεως εἰς τὸ κατὰ τὰ ὅπερα 23 παρ. 1 ἐδάφια α' καὶ β' τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς δὲ ἡ μεταβίβασις, πᾶσαν σεως καθοριζόμενον πρόσωπον πρὸς πραγματοποίησιν τεχνικὴν καὶ οἰκονομικὴν βοηθείαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς παρούσης συμβάσεως, καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἔναντι τοῦ 'Ελληνικοῦ Δημοσίου ὑποχρεώσεων τῆς, κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἀνώ σχεδίῳ τῆς ἐπιστολῆς ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένῃ TEXACO GREECE INC. ἀναλαμβάνει τὴν ὑποχρέωσιν δπως παραδώσῃ πρὸς τὸ 'Ελληνικὸν Δημόσιον ('Πουργεῖον Βιομηχανίας Γεν. Δ/νσιν Μεταλλείων) τὴν ἐπιστολὴν ταύτην ἐντὸς δέκα πέντε ἡμέρων ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. 'Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου, ἡ παρούσα σύμβασις θὰ θεωρῆται ὡς ἄκυρος μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

"Αρθρον 35.

Ἐφαρμογὴ τοῦ Ν.Δ. 2687/1953.

Τὸ 'Ελληνικὸν Δημόσιον θὰ παράσχῃ, πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν δρθρῷ 4 τῆς παρούσης συμβάσεως,

σεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ Ἐπενδύσεως καὶ Προστασίας κεφαλαίων 'Εξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ 'Εξωτερικοῦ εἰσαχθησόμενα πάσης φύσεως καὶ μορφῆς κεφάλαια τὰς χρήσιμα ἥ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπὸ αὐτοῦ δριζομένην διαδικασίαν.

"Αρθρον 36.

Καταβολὴ εἰς τὸ 'Ελληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ χρηματικὰς καταβολὰς τοῦ 'Ελληνικοῦ Δημοσίου κατὰ τῆς Ἐταιρείας κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἴναι πληρωτέα ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς σχέτικῆς περὶ τούτου προσκλήσεως τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν.

Τυχὸν προσφυγὴ τῆς Ἐταιρείας εἰς διαιτησίαν, ἐντὸς τοῦ ὥνω μηνὸς, κατὰ τὰς διατάξεις τοῦ ἀρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἑνακμήνα ἀπὸ τῆς κοινοποίησεως πρὸς τὴν Ἐταιρείαν τῆς σχέτικῆς δριστικῆς διαιτητικῆς ἀποφάσεως.

"Αρθρον 37.

Καλὴ ἐκτέλεσις Συμβάσεως.

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

Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν δτι αἱ διατάξεις 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 περιγραφομένην θαλασσίαν περιοχήν, δτι ἡ παρούσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ δτι δὲν ὑφίστανται ἔτεραι γραπταὶ ἡ προφορικαὶ συμφωνίας αὐτῶν, συναφθησομένης ἔγγραφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω δτι θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἥ ἀντικατασταθῶσιν εἰμὶ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφθησομένης ἔγγραφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

"Αρθρον 38.

Ἐγκυρότης κειμένων.

Ἡ παρούσα σύμβασις συνετάγη εἰς τὴν 'Ελληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἴσισις ἰσχύος.

Εἰς πίστωσιν τὸ 'Ελληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλου τὴν παρούσαν σύμβασιν.

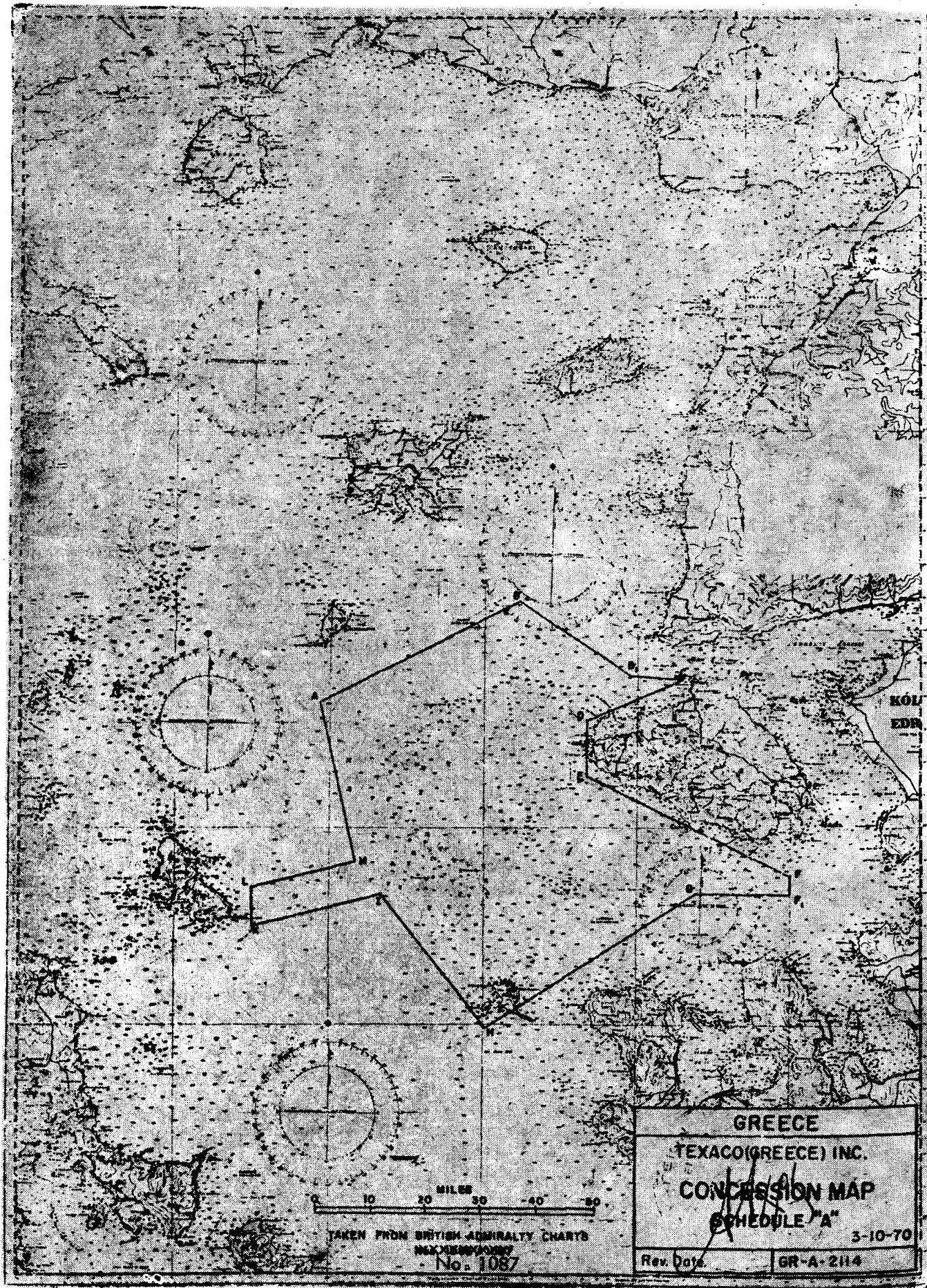
Ἐν 'Αθήναις τῇ 30 Μαΐου 1970

Οἱ Συμβαλλόμενοι

Διὰ τὸ 'Ελληνικὸν Δημόσιον  
Κ. ΚΥΠΡΑΙΟΣ

ΤΥΠΟΥΡΓΟΣ ΒΙΟΜΗΧΑΝΙΑΣ

Διὰ τὴν TEXACO GREECE INC.  
ΙΩΑΝΝΗΣ ΘΕΟΔ. ΧΑΤΖΗΣ  
ΠΛΗΓΡΕΞΟΥΣΙΟΣ



## ΠΙΝΑΞ Β'

Κόστος - Έξοδα - Βάρη.

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 10 τῆς συμβάσεως εἰς ἣν προσαρτᾶται (δι παρῶν) ἔχουν ὡς ἀκολούθως :

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

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

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20 %) κατ' ἕτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ώς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἓν τρίτον τοῖς ἑκατὸν (33 1/3 %) κατ' ἕτος τῶν δαπανῶν αἵτινες δὲν καταλήγουν εἰς ἀπόκτησιν ἢ τὴν παραγγῆν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ώς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἔρευνῶν).

Ἡ ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5 % ἐτησίως, ἢ δὲ δι' ἀγωγοὺς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10 % ἐτησίως. Τυχὸν εὐνοϊκῶτερα ποσοστὰ ἀποσβέσεως ἢ ἀλλα φορολογικὰ κίνητρα ἴσχυοντα ἢ εἰς τὸ μέλλον παρασχεθῆσμενα δὲν θέλουσιν ἔχει ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὅμοιειδῶν ἐπιχειρήσεων.

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

ε) Ζημίαι προερχόμεναι ἀπὸ βλάβην ἢ καταστροφὴν ἢ ἀπώλειαν περιουσιακῶν στοιχείων χρησιμοποιηθέντων, παραχθέντων, κατασκευασθέντων ἢ πωληθέντων καὶ αἵτινες δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἀλλας, συμπεριλαμβανομένων ζημιῶν ἔξι ἐπισφαλῶν ἀπαιτήσεων, ἀπαιτήσεων ἀποζημιώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συναλλάγματος.

στ) Τόκοι ἐκ χρεῶν οἱ ὅποιοι δέον νὰ περιορισθοῦν εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ ὅλων 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 διειθεῖς νομισματικοὺς δρους.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ ὑπηρεσίας ἀλλων εἴτε :

1) Ὁφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς ἐνδιαφερομένους, εἴτε

2) Ὁφειλόμεναι ἢ πληρωνόμεναι διὰ λογαριασμὸν τῶν ἐνδιαφερομένων μέσω ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἀλλων ταμείων.

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

θ) Μισθώματα ἢ ἔτεραι καταβολαὶ εἰς τρίτους διὰ τὴν χρήσιν οἰωνήποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἔξοπλισμοῦ κλπ., (ἢ ἐν σχέσει πρὸς τὴν χρήσιν τούτων) ἀποσβέσεις ὃς αὗται προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος Β.

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

κ.) Καταβολαὶ διὰ στρεμματικοὺς φόρους, ὡς αὗται προβλέπονται ἐν ἄρθρῳ 8 τῆς παρούσης συμβάσεως κατὰ τὴν διάρκειαν τῶν περιόδων πρὸ τῆς 1ης τοιαύτης καθ' ἣν πραγματοποιεῖται καθαρὸν εἰσόδημα ὑπὸ τῆς Ἐταιρείας.

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

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

2. «Τὰς δαπάνας δι' ἔρευνητικὰς ἐργασίας» καὶ ἄλλους 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, θὰ δικαιοῦται ἡ Ἐταιρεία εἴτε νὰ ἐκπίπτῃ κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. «Ἡ σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἡ κεφαλαιοποιήσεως των, θὰ λαμβάνηται κατ' ἕτος παρὰ τῆς Ἐταιρείας δι' ἐκάστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιούνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακο Β καθορίζομένων ὁ δρος «Δαπάναι δι' ἔρευνητικὰς ἐργασίας» θὰ θεωρήται περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεως του ἢ τὰς σχετικούς τούς σκοπούς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ δρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωληνᾶς ἐπενδύσεως (Casings) ἀποθηκευτικούς χώρους, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δρου τούτου θὰ περιλαμβάνωνται δαπάναι σχετικόμεναι πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γηγενας, ἐναερίους ἢ θαλασσίας, ἀπασαὶ αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

«Ο δρος «Αὐλοι δαπάναι γεωτρήσεως» θὰ ἔρμηνεται ὡς σημαίνων πᾶσαν δαπάνην δι' ἐργατικὰ καύσιμα, ἐπιδιορθώσεις, συντήρησην, χειρισμὸν (Handling), ἐφόδια καὶ ὑλικὰ διὰ τὰς δαπάνας διὰ τὴν γεωτρήσεις, ἢ ἐν σχέσει πρὸς ταύτας καθαρισμόν, ἐκβάθυνσιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ δρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις, ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (Casings), ἀποθηκευτικούς χώρους, κινητῆρας, λέβητας, μηχανήματα κλπ.

«Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δρου περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις, ἀνατινάξεις διὰ δυναμίτιδος καὶ καθαρισμὸν φρεάτων, καθαρισμὸν ἀποστράγγισιν καὶ ἰσοπέδωσιν γαιῶν, κατασκευὴν ὅδῶν χωρομέτρησιν, (γεωλογικὰς μελέτας καὶ τοπογραφικὰς καὶ γεωλογικὰς ἐπισκοπήσεις), προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ χώρων ἀποθηκεύσεως, κατασκευὴν ἀγωγῶν καὶ ἀλλων ἐγκαταστάσεων ἀναγκαίων διὰ τὴν προπαρασκευὴν ἢ γεώτρησιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

«Ἐφ' ὅσον ἡ Ἐταιρεία ἀποφασίσει νὰ κεφαλαιοποιήσῃ οἰσδήποτε (δαπάνας ἐρευνητικῶν ἐργασιῶν) καὶ ἄλλους δαπάνας γεωτρήσεων κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὔτω κεφαλαιοποιούμεναι δαπάναι

Θὰ ἀποσβέννυνται παρὰ τῆς 'Εταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων, ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ' ἣν πραγματοποιοῦνται αὗται.

'Ἐν Ἀθήναις τῇ 30 Μαΐου 1970

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργὸς Βιομηχανίας

Διὰ τὴν TEXACO GREECE INC.

ΙΩΑΝΝΗΣ ΘΕΟΔ. ΧΑΤΖΗΣ

Πληρεξόδιος

## A G R E E M E N T

### F O R

### THE EXPLORATION FOR AND DEVELOPMENT OF LIQUID AND GASEOUS HYDROCARBONS IN AN AREA OF THE CENTRAL AEGEAN SEA

### P R E A M B L E

WHEREAS pursuant to letter of February 12, 1970 by TEXACO GREECE INC. to the MINISTRY OF INDUSTRY of the KINGDOM OF GREECE, preliminary discussions were held in Athens, between representatives of the GREEK STATE and the said TEXACO GREECE INC., regarding the possibility of the GREEK STATE granting exploration and development rights for hydrocarbons, and

WHEREAS by the said negotiations the basic principles, were established, for the conclusion of a direct Agreement between the GREEK STATE and the said TEXACO GREECE INC., pursuant to the provisions of Article 5 of Law 3948/1959 «Re : research, exploration and exploitation of hydrocarbons», such Agreement to be ratified by Law, and

WHEREAS TEXACO GREECE INC., being a corporation duly established and operating in accordance with the laws of the State of Delaware of the United States of America, with registered offices in the City of Dover, in the State of Delaware of the United States of America, is wholly owned by TEXACO INC., with principal offices in the City of New York, in the State of New York of the United States of America and which designated the said TEXACO GREECE INC. to conclude with the GREEK STATE the present Agreement.

### N O W T H E R E F O R E

B e t w e e n :

1. The KINGDOM OF GREECE , on the one hand, hereinafter to be referred to as the «Greek State», legally represented by the Minister of Industry Mr. CONSTANTINE KYPRAIOS,

a n d

2. TEXACO GREECE INC. on the other, hereinafter to be referred to as the «Corporation» or the «Lessee», duly represented by its Attorney-in-fact Mr. JOHN THEODOROU HADJIS acting by virtue of a Power-of-Attorney granted by the Corporation, dated February 9th, 1970.

### T h i s A g r e e m e n t

has been concluded, following the concurring opinion of the Board of Mines under the following terms and conditions.

### Article 1.

#### Original Exploration Area

For the purpose of carrying out the work of exploration and development of hydrocarbons the Greek State concedes hereby to the Corporation the exploration area encompassed within a borderline determined as follows:

Starts from point (A) having geographical coordinates geographical latitude - geographical longitude 39° 19' 00" N - 24° 58' 00" E thence to point (B) 39° 34' 30" N - 25° 36' 30" E thence to point (B1) 39° 23' 06" N - 25° 58' 40" E thence to point (C) 39° 22' 30" N - 26° 08' 30" E thence to point (D) 39° 16' 30" N - 25° 50' 00" E thence to point (E) 39° 08' 00" N - 25° 50' 00" E thence to point (F) 38° 52' 45" N - 26° 30' 00" E thence to point (F1) 38° 50' 00" N - 26° 30' 00" E thence to point (G) 38° 50' 00" N - 26° 11' 50" E thence to point (H) 38° 29' 40" N - 25° 30' 15" E thence to point (I) 38° 50' 00" N - 25° 10' 00" E thence to point (K) 38° 45' 00" N - 24° 45' 00" E thence to point (L) 38° 51' 00" N - 24° 45' 00" E thence to point (M) 38° 55' 00" N - 25° 05' 00" E thence to the starting point (A).

The geographical longitude is understood eastern computed from Greenwich and the geographical latitude is understood northern computed from the equator. The surface of the above described area amounts to 8.900 square kilometers approximately.

The above described original exploration area is marked by a black line on No. 1087 map of the British Admiralty, scale 1 : 300.000, 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 Area

1. The original exploration area is granted to the Corporation for a period of three (3) 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 30 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 Articles 3 and 4 of this Agreement and provided it has carried out the surrenders specified under item 2 above, the areas retained by the Corporation shall be held by it in full right for another period of two years (renewal period from the end of the third through the end of the fifth year from the effective date of this Agreement).

4. Provided before the end of the fifth year or of the automatic extension thereof, if any, as provided for in Article 21 item 8 (b) of this Agreement, 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 area held by the Corporation under this Agreement at that time shall be surrendered to the Greek State and the present Agreement shall be terminated.

5. If at any time during the first five years from the effective date of this Agreement or the automatic extension thereof, if any, as provided for in Article 21 item 8 (b) of this Agreement, the Corporation makes a discovery of hydrocarbons at any point of the then held by it exploration area in quantities which, in the Corporation's opinion, would ensure the possibility of an econo-

mic operation for it and the Corporation selects a development concession, as per Article 5, items 1 and 2, then:

(a) One (1) month before the end of the fifth year from the effective date of this Agreement or of the automatic extension thereof, if any, as provided for in Article 21 item 8 (b) of this Agreement, the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fifth year from the effective date of this Agreement or of its automatic extension, if any, as above stated. The areas to be so surrendered shall measure at least 50 per cent of the original area.

(b) 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 as provided for in sub-item (a) above, have been surrendered. Therefore, if discoveries of hydrocarbons are made and concessions selected in the original exploration area as same may have been reduced as provided for in item 2 of this Article and, 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 5 shall be equal to 20 per cent of the total area of the original exploration area minus the areas, if any, voluntarily surrendered by the Corporation before the end of the fifth year from the effective date of this Agreement, and minus the areas of the development concessions held by the Corporation at the end of the fifth year, and of the automatic, if any, extension thereof as aforesaid.

6. The choice of the areas to be surrendered under the stipulations of item 2 and 5 above, shall be made by the Corporation solely in its own judgment and the areas surrendered may be in several non-continuous blocks, provided, however, that each surrendered block measures not less than fifty square kilometers.

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

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

### Article 3.

#### Investement 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 :

	U.S. \$
1st Year : Digital marine seismic survey, plus any other types of geophysical work required in performing reconnaissance planning, to determine thickness of sections, unconformities, and general size and location of principal structure anomalies .....	150,000
2nd Year : Digital marine seismic survey and other types of geophysical surveys which might be required to complement previous work to upgrade areas for drilling plus possible expenditures on exploratory drilling provided the Greek State considers sufficient geophys-	

sical information has been obtained .....	200,000
3rd Year : Drill one exploratory well minimum depth 2,600m .....	1,000,000
4th Year : Drill one exploratory well minimum depth 2,600m .....	1,000,000
5th Year : Drill one exploratory well minimum depth 2,600m .....	1,000,000
T O T A L .....	3,350,000

2. If the Corporation retains any exploration areas after the end of the fifth year, as stipulated in Article 2, item 5, it shall be obligated to invest the following amounts in exploration work in the exploration areas retained by it after the end of the fifth year from the effective date of this Agreement :

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

3. (a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement during the initial three year period and the following renewal period as mentioned under item 3 of Article 2, in excess of its investment obligations for each of these years shall be credited against the investment obligations of the following year or years. Any amounts invested by the Corporation in its exploration operations under this Agreement during any one of the periods of three years, mentioned in item 2 of this Article, in excess of the specifically mentioned investments for the corresponding each time 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 of the first three years mentioned in item 1 of this Article or of any one of the periods mentioned in item 2 of this Article, in this latter case during its development operations, the Corporation has failed to invest the above mentioned obligatory amounts, under this Agreement, which shall include any credits 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.

(c) If by the end of anyone of the 4th or 5th years of the exploratory operations mentioned in item 1 of this Article, Corporation has failed to invest the obligatory amounts referred to in this item, corresponding to each of the said years, including the credits, if any, provided for in sub-item (a) above, although Corporation shall have performed its contractual obligations corresponding to each of the said years, then Corporation is entitled to spend the difference, between the obligatory amount corresponding to each of the said years and the amount actually spent for this year, in the drill of an additional exploratory well (in addition to those provided for by

item 1 hereof), which must be completed before the end of the 5th year of the exploration operations. Providing a prior agreement will be reached with the Greek State, the above difference may be invested by the Corporation, in total or in part, in the performance of complementary seismic and geophysical surveys and reconnaissance.

If by the end of the 5th year or its extension, if any, as provided for in item 8 of Article 21 hereof, of the exploration operations referred to in item 1 of this Article, the abovementioned difference has not been invested in total or in part, as set forth in this sub-item (c), then the balance thereof, remaining still uninvested shall be paid in cash by the Corporation to the Greek State. This payment shall be effected not later than three months after the end of the 5th year or of its extension, if any, as provided for in Article 21 item 8, and such payment shall be deemed to constitute complete compliance by the Corporation with its investment obligations of the 4th and 5th years of the period of its exploration operations.

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 may not be credited against the investment obligations set forth in this Article in an amount exceeding 10 per cent of said obligations as mentioned in item 1 of the present Article for the respective periods.

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

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

General expenses shall be taken to include :

1. Rent 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 4, the Corporation

shall have the right to credit against the investment obligations mentioned in this Article not more than 20 per cent of the purchase price (including cost of transportation to Greece) not to exceed normal rental for this type of rig per calendar year, beginning with the calendar year when the rig is used for the first time in Greece until such time when the total purchase price is so credited:

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

#### Article 4.

##### Working Obligations – Exploration

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

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

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

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

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

6. 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.

7. 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 limits, the Corporation shall be obligated to pay to the Greek State an amount of U.S. dollars 350 for each meter by which the total added meterage of the original and of the replacement well falls short of 2,600 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.

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

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

3. The maximum area of each development concession shall in principle be fifty square kilometers of any shape determined by the Corporation. However, if the Corporation can prove to the Greek State that the probable area of the producing field exceeds fifty square kilometers, then the Corporation shall have the right to a development concession measuring more than fifty square kilometers, but in no case more than one hundred square kilometers.

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

5. The duration of the lease of each development concession of the Corporation shall be twenty-eight (28) 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 (28) years shall be automatically extended for another ten years under the applicable terms of this Agreement, provided however that any amendment of the Law 3948/1959 applicable to the exploitation of hydrocarbons generally shall be applicable to the so extended concession or concessions, except that no change in Law 3948/1959 shall have the effect of altering the period of the ten years extension.

#### Article 6.

##### Development and Production Obligations of the Corporation

1. As soon as, in accordance with Article 5 of this Agreement, the Corporation notifies the declaration for the area selected by it, foreseen in Article 11 of Law

3948/1959, it shall proceed diligently with the drilling of delineation and development wells, using such spacing of the wells as, in the opinion of the Corporation's technicians and in accordance with international standards is best suited to ensure the maximum economic ultimate recovery.

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

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

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

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

#### Article 7

##### Authorized Operations of the Corporation - Restrictions

1. The Corporation shall have the right to carry out geological geophysical and any other exploration operations for the purpose of discovering hydrocarbons by any method and to carry out reconnaissance geological drilling and deep exploration drilling for the same purpose within the exploration area and development concessions at any time held by the Corporation under his 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 Article 9 and 12 of this Agreement.

5. For the exercising of the rights enumerated in this Article, and for complying with its obligations under his 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, desulphurizations plants, etc., branch railways 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 in-

stallations 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 Governmental agency are not sufficient for the Corporation's purposes or when their use is uneconomic for the Corporation.

6. The Corporation shall also have the right exclusively for the fulfillment of its operations under this Agreement to reclaim lands or create islands within the exploration areas at any time held by it under this Agreement, provided permission to do so is obtained from the Naval Command which permission shall not be withheld, without any serious reason.

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

(a) An Admiralty representative shall be permitted to attend all such research, the Corporation giving him prompt advance notice for this purpose.

(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 shall be taken to avoid any damage to undersea cables in the area.

(d) Operations in alignments of Radio Sea Lights etc. shall be prohibited, and any floating means to be eventually used should comply with the rule of avoiding collisions at sea and all installations and other such objects in the sea shall be illuminated as regulations require.

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

(f) In the event that any object of archeological value and of antiquities in general shall be discovered in the course of research, the Corporation shall be obliged to suspend its operations in the area which might be expected to affect such antiquities and to notify urgently the appropriate Antiquities service so that the latter may take all necessary measures for the protection of such antiquities. Any delay in the performance by the Corporation of its obligation under this Agreement caused by the taking of such measures 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.

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

#### Article 8.

##### Stremmatikos Payment

The corporation is obligated to pay to the Greek State a Stremmatikos of 1,000 drachmae per annum per square kilometer of the area of all development concessions at any time held by the Corporation under this Agreement. The payment of this Stremmatikos will start from the moment the Corporation becomes the Lessee of a concession.

#### Article 9.

##### Royalties

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

The quantities of produced hydrocarbons used by the Corporation for its own operations for fuel, or for the purpose of repressuring, or unavoidable losses in the course of the 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 those pipelines either to their terminal or to any other point located on these pipelines. This transportation shall be carried out by the Corporation at cost, plus 10 per cent. The present item shall not be interpreted as an obligation of the Corporation to build any pipelines or any transportation facilities in addition to those which it owns or operates, nor to erect any additional installations with respect to such pipelines or other transportation facilities unless another agreement is arrived at between the Greek State and the Corporation for this purpose.

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

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

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

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

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

#### Article 10.

##### Taxes

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

ction 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 of nature, duties, fees, withholdings, fiscal stamps or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and, in general, of any third party, except of purely retributory dues for services or rights of any nature and of employers insurance contributions in favor of Social Security Funds and Organizations.

This Agreement, as well as any other agreement or contract pursuant thereto which might be signed for the acquisition of the exploration and development rights on hydrocarbons within the areas described in Article 1 of this Agreement or related to purposes of this Agreement are exempt from taxes, duties, stamp duties, contributions, fees and withholdings in favor of the Greek State, or any Greek authority or legal entity, and, in general, of any third party.

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

Fees of notaries, in force from time to time, for the preparation of any agreement related to the purposes of this Agreement and the fees (from time to time in force) of salaried or nonsalaried recorders for possible recording of such agreements and of the present Agreement may not in each case exceed 10,000 Drachmae.

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

Greek authority or legal entity, or any third party, by reason of their capacity as shareholders of the Corporation.

5. All costs, expenses and charges incurred by the Corporation whether inside or outside Greece in connection with its organization and operations under this Agreement prior to the business period during which for the first time it derives gross receipts from the sale of hydrocarbons 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) of Schedule B which are incurred outside of Greece.

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

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

In case royalties are paid in kind during the business period pursuant to Article 9 of this Agreement, the value of said royalties as determined pursuant to said Article 9 shall be added to the gross receipts of the Corporation in computing «net profits» under this Article. Schedule B is attached to this Agreement which, being duly 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 Laws.

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

(d) The provisions in force from time to time regarding the assessment of tax against the tax on income of the current business period have no application in this case, the obligations deriving from Articles 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 platforms or vehicles imported by it into Greece in accordance with items 1 and 2 of this Article, except as otherwise provided in Article 22 of this Agreement and such exports shall not be subject to any special autho-

ization or license in each instance nor to the payment of any export and customs duties or any other taxes, charges, fees and stamp duties.

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

#### Article 12.

##### Domestic Consumption and Exports

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

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

3. After the Corporation has commenced the commercial production as defined in Article 5, item 1 of this Agreement of crude oil in Greece, the Corporation shall have the obligation to supply indigenous crude oil, to the extent the Corporation has sufficient suitable indigenous crude oil therefor, to the Greek State Refinery and any other refinery existing and operating in Greece as well as to such other refineries as shall come into operation in consequence of agreements between the Greek State and any other contractor that shall be signed before the discovery by the Corporation of commercially exploitable indigenous crude oil with the amount of crude oil which each such refinery may require, from time to time, for the manufacture of petroleum products which each such refinery has the right or obligation to supply for domestic consumption.

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

4.(a) The corporation shall have the right at any time to export any production that is in excess of the amounts which the Corporation has the obligation to supply under item 3 of this Article freely in any manner and by any means and under any conditions determined by it without any special license but under normal commercial practice in such 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 Corpo-

ration. The Corporation will notify the Greek State in writing when such markets are not available to it, at which time the Greek State may arrange to purchase or to be purchased the excess crude at posted price provided mutually satisfactory terms and conditions including duration of such purchase arrangements are agreed upon by the Corporation and the Greek State, however, within the limitations of Article 6, item 3.

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

5. In order that the Corporation may comply with its obligations, as set forth in item 3 of this Article, to supply indigenous crude oil to the Greek State Refinery and other domestic refineries existing at the time of initial commercial discovery, the Greek State obligates itself to ensure that the crude oil produced by the Corporation in Greece, provided such crude is suitable within the meaning of this Article 12, item 2, will be given priority of purchase by all such refineries over crude oil imported from abroad. With respect to the imported crude oil which the Corporation's indigenous crude oil will displace, the Corporation or its affiliates through any contracts which may provide it or them with the right to import crude oil, will thereafter continue to be entitled to supply the Greek State Refinery and other domestic refineries with imported crude oil in an amount equal to at least the same percentage of total quantities of crude oil imported into Greece as it did at the time of the initial commercial discovery. The Corporation shall have no obligation to produce and supply indigenous crude oil in compliance with item 3 of this Article in excess of the quantities which will be purchased thereunder.

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

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

(b) that from and after the effective date of this Agreement the Greek State shall exercise every effort to ensure, insofar as existing contractual obligations shall

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

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

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

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

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

tion, 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 of 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 to the Greek State.

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

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

### Article 13.

#### Foreign Exchange

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

(a) by converting to Greek currency, through the banks and agents officially authorized to deal in Greek

currency and foreign exchange, U.S. dollars or foreign currency freely convertible to U.S. dollars, in such amounts as will be sufficient to cover the Corporation's cash operating expenses in Greek currency, including any payments to the Greek State and third parties;

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

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

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

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

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

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 delay whenever the funds are applied for, upon the attestation by the Corporation that the proposed conversion represents a remittance of funds surplus to the Corporation's cash operating requirements for the ensuing 30 day period in Greek currency. However, the Corporation shall undertake to furnish the Bank or its authorized agents with such weekly and monthly statements as may be required by the Bank of Greece or its agents to confirm that the remittance of funds effected by the Corporation in the period under review represent remittances of Drachmae surplus funds under the terms of this Agreement.

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

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

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

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

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

#### Article 14.

##### Other Obligations of the Corporation

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

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

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

3. In the interest of 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, in duplicate all scientific data collected during its operations including data and interpretations from the Corporation's contractors, provided, however, all proprietary information of the Corporation as well as of TEXACO INC., its subsidiaries and affiliates, and any conclusions and interpretations arrived at by employees of these corporations through the study of the factual data shall be communicated to the Greek State solely at the discretion of the Corporation. The words all scientific data is meant to include the following:

(a) For the Seismic Research:

i. Complete series of seismic 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-chronos or iso-depths for each continuous or phantom horizon.

- iii. 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 operation and of their interruption and of the discovery of any hydrocarbons. This obligation is in addition to the obligation of supplying quarterly and annual reports mentioned under item 2 above.

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

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

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

#### Article 15.

##### Occupation of Land, Right of Way,

##### Right to Use Water and Building Materials

1. The Corporation shall have the right to occupy and use without any indemnity, and after approval by the Greek State, land as well as underground and surface water, and quarries if they are not leased, which are necessary for the carrying out of the operation under this

Agreement as long as they belong to the Greek State. In case the necessary lands belong to private persons or other legal entities, their occupancy will be effected on the basis of existing legislation.

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

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

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

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of Law 1540/1938, of Law 2344/ 1940 regarding sea and shores, and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and hydrocarbons and their storing as well as to create installations necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the Naval Command, which shall not be withheld without any serious reason.

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

#### Article 16.

##### Use of Contractors

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

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

3. The provisions of Articles 11 and 17 of the pre-

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

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

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

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

the Regulations of Mining Operations in force in Greece during drilling operations.

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

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

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

The Corporation's books of account and associated records in Greece shall be kept by the Corporation in the Greek language and if the Corporation so desires also in the English language, and in accordance with the generally accepted principles and rules of accounting practice and in accordance with the Code of Greek Tax Data.

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

#### Article 19.

##### Managerial and Administrative Freedom

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

#### Article 20.

##### Surrender

1. At any time during the validity of this Agreement

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

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

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

#### Article 21.

##### Fines and Forfeiture Termination of Agreement by Expiration

###### Fines

1. As a penalty for the transgression of any of the terms of this Agreement and for the non - compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1,000 to U.S. dollars 5,000 for each transgression, provided, however, that in case of repetition of the same transgression after the Corporation has received written warning from the Greek State, the fine for such repeated transgression may go up to U.S. dollars 10,000 and provided further that in the cases specified herebelow (a) to (f) the fine may reach up to U.S. dollars 300,000. These cases are limited to the following :

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

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

the effectiveness of the fine for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith, and compliance by the Corporation within this period shall render the imposition of this fine null and void.

###### Forfeiture

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

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

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

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

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

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

8. (a) Termination of this Agreement by expiration shall take place when the periods of validity of all exploration rights and development concession at any

time held by the Corporation under this Agreement and all extensions of such periods of validity have expired.

(b) By deviation to the stipulations of the preceding sub-item (a) if the Corporation during the fifth (5th) year from the effective date of this Agreement (the second year of the renewal period referred to in item 3 of Article 2 of this Agreement) has started drilling operations of an additional exploratory well (in excess to the three wells provided for by item 1 of Article 3 hereof) and such operations are still pending at the end of the said 5th year, the validity of this Agreement shall be automatically extended until the date of completion of the said operations and of the drilling of a deep well, in the sense of item 7 of Article 4 hereof, or until the date of expiration of six months from the end of the said 5th year, whichever of these dates shall be the earlier.

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

### Article 22.

#### Disposal of Corporation's Property

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

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

2. Except as provided in 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 rights are located within or outside the exploration areas and/or development concessions of the Corporation.

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

4. During the last five years of the validity of each of the development concessions held by the Corporation under this Agreement no sales of immovable property

belonging to the Corporation and located within such development concession shall be permitted without the prior written approval of the Greek State. In case such approval is not given such immovable property shall become the property of the Greek State free of charge upon expiration of the validity of such development concession.

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

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

6. Should the Corporation still have any kind of assets resulting from this Agreement (whether movable or immovable) in Greece or elsewhere, two years after the termination of this Agreement, such assets shall be liquidated by the Corporation and the proceeds of such liquidation shall be divided equally between the Greek State and the Corporation, it being understood that the Corporation's share of this liquidation shall not be subject to any taxes whether direct or indirect or of whatever kind or nature, duties, fees, withholdings and or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity and, in general, of any third party.

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

### Article 23.

#### Transfers

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

(a) to another Corporation controlled by the assignor, or

(b) to another Corporation controlled by TEXACO INC., or

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

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

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

#### Article 24.

##### Applicable Laws

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

2. The Corporation and its operations and property in Greece shall be subject to all Greek Laws and Regulations from time to time in force to the extent that they are not in conflict with the terms and provisions of this Agreement.

3. 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 2 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, strikes, acts of the public enemy, blockades, any act of the Greek State or of any Greek authority or of any foreign Government and any other unforeseen act or circumstance beyond the control of the Corporation. If by reason of such force majeure the compliance of the Corporation with its obligations or the enjoyment of its rights under this Agreement is delayed, the period of such delay shall be added to the periods fixed in this Agreement for such compliance or such enjoyment.

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

#### Article 26.

##### Arbitration

1. Except as stated under item 2 of this Article, any controversy arising between the Greek State and the Corporation with respect to this Agreement shall be

settled by arbitration in accordance with the provisions of Article 28 of Law 3948/1959 «re : reconnaissance, exploration and exploitation of liquid and gaseous hydrocarbons».

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

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

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

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

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

#### Article 27.

##### Use of State Owned Property

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

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

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

(c) in virtue of any kind of contractual arrangements between the Greek State and the Corporation to be

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

#### Article 28.

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

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

#### Article 29.

#### Marketing and Refining

##### Marketing

1. Without in any way limiting or diminishing in any manner whatsoever the rights of the Corporation granted to it under article 29 of the Agreement dated 29th May 1968, ratified by Emergency Law 512 of September 28, 1968, the Corporation, if at any time throughout the validity of the present Agreement 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 as well as domestic refineries that shall come into operation in consequence of agreements between the Greek State and any other Contractor that shall be signed before the discovery by the Corporation of commercially exploitable crude oil, which are supplying products for domestic market consumption are not supplying the total product requirements of the domestic market out of their own refinery capacity, the Greek State shall, provided sufficient indigenous crude therefor can be supplied by the Corporation, in excess of its obligations under Article 12, item 3, give the Corporation a priority right over all other domestic refineries to meet any such excess domestic market requirements either: (1) out of the production of any refinery which the Corporation may previously have constructed for the export of products pursuant to paragraph (a) of this item 2, or (2) if

no such refinery has been constructed, out of the production of a new refinery which the Greek State shall permit the Corporation to construct both for the purpose of supplying such domestic product requirements and for the purpose of exporting any refinery production in excess of such domestic product requirements.

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

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

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

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

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

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

#### Article 30.

#### Guarantee

1. The Corporation is obliged to deliver to the Greek State (General Directorate of Mines of the Ministry of Industry) within fifteen days from the signing of this Agreement a letter of guarantee of a recognized Bank in Greece for an amount of U.S. dollars 300,000.- (three hundred thousand). This letter of guarantee shall cover the good performance of the present Agreement and all the obligations of the Corporation and all its outstanding financial obligations towards the Greek State for a period of five years from the effective date of the Agreement and the Corporation, without any notice, shall be obligated to renew at least every five years said guarantee during the entire period of the validity of this Agreement and until it shall expire or be terminated. Unless a new letter of guarantee for the same amount is furnished the Greek State by a recognized Bank in Greece at least four months prior to expiration of the valid letter of guarantee this Agreement will expire at the date of expiration of the valid letter of guarantee. The above mentioned amount

can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable. If these amounts have not become finally payable two months before the expiration of the Guarantee they may be collected before their finalization by encashment of the Guarantee, unless the concessionnaire Corporation furnishes a letter of guarantee covering the amount sought.

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

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

### Article 31.

#### Exemption of Stamp Duties

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

### Article 32.

#### Effective Date of Agreement

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

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

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

### Article 33.

#### Communications

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

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

Ministry of Industry  
General Directorate of Mines  
Athens, Greece

(b) for communications of the Greek State to TEXACO GREECE INC. to :

John Theodorou Hadjis  
Othonos 4  
Athens 118, Greece

who is appointed lawful attorney, representative and Process Agent (Anticlitos) of the Company in Greece.

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

### Article 34.

#### Letter of Technical and Financial Assistance

TEXACO GREECE INC. declares that its sole shareholder, TEXACO INC., through the initiative of which it has been organized, has taken full cognizance of the terms of the present Agreement.

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

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

### Article 35.

#### Protection of Investment Under Legislative Decree 2687/1953

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

### Article 36.

#### Cash Payments to the Greek State

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

from the notification to the Corporation of the final award relating thereto.

#### Article 37.

##### Good Execution of Agreement

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

The parties expressly agree that the provisions of this Agreement shall govern the rights and obligations of the parties in carrying through the exploration and exploitation of hydrocarbon deposits in the area defined in Article 1 hereof and that this Agreement embodies the entire understanding of the parties hereto and that there are no further agreements or understandings written or oral, other than the conditions of this Agreement and annexes thereto.

2. The parties hereto further agree that no provisions of this Agreement shall be amended, supplemented or

replaced except by mutual agreement between the parties confirmed in writing and signed by the lawful representatives of the contracting parties.

#### Article 38.

##### Valid Texts

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

In witness whereof the Greek State and the Corporation have signed this Agreement, typed on one side only.

Athens 30th May, 1970

##### The Contracting Parties

For the Greek State

C. Kypraios

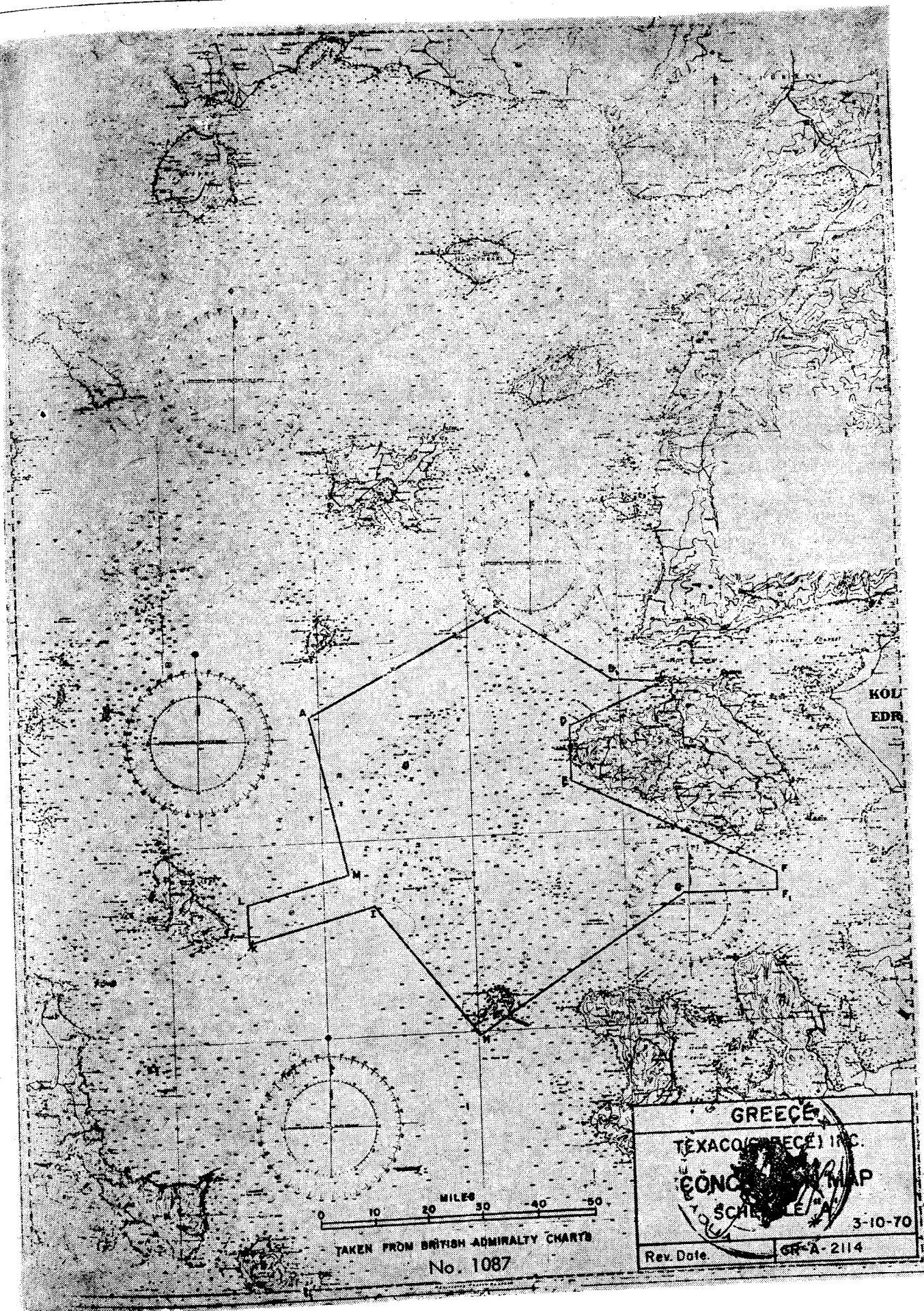
Minister of Industry

For TEXACO GREECE

INC.

John Theodorou Hadjis

Attorney in Fact



## 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 ele-

cted to be deducted currently, as permitted by item 2 of this Schedule;

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

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

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

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

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

Athens 30th May, 1970

The Contracting Parties

For the Greek State      For TEXACO GREECE INC.  
                                   C. KYPRAIOS      JOHN THEODOROU HADJIS  
                                   Minister of Industry      Attorney in Fact