



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ^η 26 ΟΚΤΩΒΡΙΟΥ 1971

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
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ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 984

Περὶ κυρώσεως τῆς ἀπὸ 19 Δεκεμβρίου 1970 ουμάδος μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν DENVER τῆς Πολιτείας COLORADO τῶν H.P.A. ἐδρευούσης Ἐταιρείας ANSCHUTZ OVERSEAS CORPORATION περὶ παραχωρήσεως εἰς αὐτὴν τοῦ δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς περιοχὴν τῆς δυτικῆς Χαλκιδικῆς.

ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

”Αρθρον 1.

Κυροῦται καὶ ἔχει ἴσχυν νόμου ἡ μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν DENVER τῆς Πολιτείας COLORADO τῶν H.P.A. ἐδρευούσης Ἐταιρείας ὑπὸ τὴν ἐπωνυμίαν ANSCHUTZ OVERSEAS CORPORATION ὑπογραφεῖσα ἐν Ἀθήναις τῇ 19η Δεκεμβρίου 1970 Σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὡς ἀνω Ἐταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν καὶ χερσαίαν περιοχὴν τῆς Δυτικῆς Χαλκιδικῆς τῆς χερσονήσου Κασσάνδρας καὶ εἰς τὸν Κόλπον Κασσάνδρας (γνωστὸν ὡς κόλπον τοῦ Τοροναίου), ὡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἄρθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτῃ σχεδιαγράμματι ὡς «Πίναξ Α'» ἐξ ἄρθρων 38 καὶ ἑτέρου πίνακος ὑπὸ τίτλου «Πίναξ Β' Κόστος - Εξοδα - Βάρη», ἢς τὸ κείμενον ἐν τῇ Ἐλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρατίθεται.

”Αρθρον 2.

”Η ἴσχυς τοῦ παρόντος ἀρχεται ἀπὸ τῆς δημοσιεύσεως του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

”Ἐν Ἀθήναις τῇ 30 Σεπτεμβρίου 1971

”Ἐν Ὀνόματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ

ΓΕΩΡΓΙΟΣ ΖΩΝΤΑΚΗΣ
ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΤΥΠΟΥΡΓΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

ΟΙ ΑΝΤΙΠΡΟΕΔΡΟΙ

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

ΤΑ ΜΕΛΗ

ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΤ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΤΛΟΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΓΕΩΡΓ. ΠΕΖΟΠΟΤΛΟΣ, ΙΩΑΝ. ΣΤΑΤΡΟΠΟΤΛΟΣ, ΙΩΑΝ. ΚΟΤΑΗΣ, ΑΙΤΕΑ. ΤΣΟΤΚΑΛΑΣ, ΚΩΝΣΤ. ΠΑΝΑΓΙΩΤΑΚΗΣ, ΓΕΡΑΣ. ΦΡΑΓΚΑΤΟΣ, ΑΝΤΩΝ. ΜΠΕΡΝΑΡΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΟΡΕΣΤ. ΓΙΑΚΑΣ, ΣΠΥΡ. ΒΕΛΛΙΑΝΙΤΗΣ.

”Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους οφραγίς.

”Ἐν Ἀθήναις τῇ 2 Οκτωβρίου 1971

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ

ΣΥΜΒΑΣΙΣ

ΠΕΡΙ ΠΑΡΑΧΩΡΗΣΕΩΣ ΔΙΚΑΙΩΜΑΤΟΣ
ΑΝΑΖΗΤΗΣΕΩΣ ΚΑΙ ΕΚΜΕΤΑΛΛΕΥΣΕΩΣ
ΥΔΡΟΓΟΝΑΝΘΡΑΚΩΝ ΕΙΣ ΧΕΡΣΑΙΑΝ ΚΑΙ ΘΑΛΑΣΣΙΑΝ ΠΕΡΙΟΧΗΝ ΤΗΣ ΧΕΡΣΟΝΗΣΟΥ ΚΑΣΣΑΝΔΡΑΣ

ΠΡΟΟΙΜΙΟΝ

■ Δεδομένου δτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξὺ ἐκπροσώπων τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ANSCHUTZ OVERSEAS CORPORATION σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἐλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δεδομένου δτι παρὰ τῆς ANSCHUTZ OVERSEAS CORPORATION διὰ τοῦ E. J. ATHENS εἰδικοῦ πληρεξούσιον ἐνεργοῦντος κατ' ἐντολὴν καὶ διὰ λογαριασμὸν τῆς ὑπεβλήθη εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἡ ἀπὸ 10 Σεπτεμβρίου 1970 ἔγγραφος αἰτησις, δι' ἣς προετάθησαν οἱ βασικοὶ δροὶ πρὸς κατάρτισιν συμβάσεως κατ' ἐφαρμογὴν τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/59 «περὶ ἀναζητήσεως ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων κλπ.».

Δεδομένου δτι συνεφωνήθη, δτι τοιάστη ἀπ' εὐθείας σύμβασις, κυρωθησαμένη διὰ Νόμου θὰ κατηρτίζετο μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ANSCHUTZ OVERSEAS CORPORATION Ἐταιρείας συσταθείσης κατὰ τοὺς νόμους τῆς Πολιτείας COLORADO τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ ἐδρευούσης εἰς DENVER COLORADO Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

Διά ταῦτα

Μεταξύ :

1. τοῦ Βασιλείου τῆς Ἐλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς «τὸ Ἐλληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας Κωνσταντίνου Κυπραίου καὶ

2. τῆς ANSCHUTZ OVERSEAS CORPORATION ἀποκαλουμένης ἐν τοῖς ἐφεξῆς ἡ «Ἐταιρεία» ἡ ἡ «Μισθωτρία», ἀντιπροσωπευμένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου τῆς E. J. ATHENS, ἐνεργοῦντος δυνάμει εἰδικοῦ πληρεξούσιου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἐταιρείας ὑπὸ ἡμερομηνίαν 24 Αὔγουστου 1970, ὡδὲ ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

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

”Αρθρον 1.

”Αρχικαὶ Ἐρευνητικαὶ Περιοχαὶ

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἐλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἐταιρείαν :

Θαλασσίαν καὶ χερσαίαν περιοχὴν, ὡς καὶ τῆς νησοῦ Κελίφου ἐκτάσεως 2.400 τετρ. χιλιομέτρων περίπου προσδιορι-

ζομένην καθ' δρια δι' έρυθράς γραμμής ἐν τῷ ἐπισυναπτομένῳ τῇ παρούσῃ καὶ ἀποτελοῦντι ἀναπόσπαστον μέρος ταύτης, ὑπ' ἀριθ. 1085 χάρτη, ὑπὸ κλίμακα 1 : 300.000 τοῦ Βρετανικοῦ Ναυαρχείου εἰς Γεωγραφικὸν πλάτος 39° ἔκδομέντος τὴν 1ην Ἀπριλίου 1955 καὶ τροποποιηθέντος μέχρι καὶ τοῦ ἔτους 1969, ἀποκαλουμένου τοῦ λοιποῦ ἐν τῇ παρούσῃ Σχέδιον Α', περιλαμβάνονταν δὲ πᾶσαν τὴν ἐντὸς τῶν ὅρίων τούτων ἔκτασιν καὶ εἰδικῶτερον τμῆμα χερσαίας περιοχῆς δυτικῆς Χαλκιδικῆς, τὴν χερσόνησον Κασσάνδρας καὶ τὸν κόλπον Κασσάνδρας (γνωστὸν ὡς κόλπον τοῦ Τοροναίου).

Ἡ ἐν λόγῳ περιοχὴ δρίζεται διὰ πολυγωνικῆς γραμμῆς μεταξὺ τῶν κάτωθι σημείων :

Ἄπο τοῦ σημείου Α εὐρισκομένου ἐσώτερον τῆς ἀκτῆς τοῦ Κόλπου Θεσσαλονίκης κατὰ ἓν χιλιόμετρον καὶ ἔχον γεωγρ. πλάτος 40° 33' 10'' Β καὶ γεωγραφ. μῆκος 22° 59' 10'' Α ἀκολουθοῦντες μὲν κατεύθυνσιν νοτιοανατολικῶς γραμμὴν παραλλήλον πρὸς τὴν δριογραμμὴν αἰγαλοῦ καὶ παραλίας ἀπέχουσαν ἕξ αὐτῆς χίλια μέτρα (1.000 μ.) ἐπὶ τῆς χερσαίας περιοχῆς μέχρι τοῦ σημείου Β ἔχοντος γεωγρ. πλάτος 39° 57' 50'' Β καὶ γεωγρ. μῆκος 23° 29' 50'' Α καὶ ἐκεῖθεν διὰ τῆς δριογραμμῆς αἰγαλοῦ καὶ παραλίας ἐπὶ τῆς χερσαίας περιοχῆς μέχρι τοῦ Ἀκρωτηρίου Παλιούρι ἔνθα τὸ σημεῖον Β ἔχον γεωγρ. πλάτος 39° 55' 02'' Β καὶ γεωγρ. μῆκος 23° 45' 00'' Α ἐκεῖθεν εἰς σημεῖον Γ εὐρισκόμενον εἰς τὸ νότιον ἄκρον τῆς Χερσονήσου Σιθωνίας ἔχον γεωγρ. πλάτος 39° 56' 15'' Β καὶ γεωγρ. μῆκος 23° 55' 48'' Α καὶ ἐκεῖθεν διὰ τῆς δριογραμμῆς τοῦ αἰγαλοῦ καὶ παραλίας τοῦ Κόλπου τοῦ Τοροναίου πρὸς Βορρᾶν εἰς σημεῖον Δ εὐρισκόμενον ἐπὶ τῆς παραλίας τοῦ ὡς ἄνω κόλπου ἔχον γεωγρ. πλάτος 40° 15' 35'' Β καὶ γεωγρ. μῆκος 23° 30' 00'' Α καὶ ἐκεῖθεν εἰς σημεῖον Ε ἔχον γεωγρ. πλάτος 40° 33' 12'' Β καὶ γεωγρ. μῆκος 23° 05' 28'' Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον Α.

Ἐκ τῆς ὡς ἄνω ἔκτάσεως ἔξαιρεῖται ἡ ἀκόλουθος θαλασσία καὶ χερσαία περιοχὴ περικλειομένη ἐντὸς κύκλου ἔχοντος ἀκτῶν 3 ναυτικῶν μιλίων μὲν κέντρον τὸ σημεῖον Ζ ἔχον γεωγρ. πλάτος 40° 13' 24'' Β καὶ γεωγρ. μῆκος 23° 21' 37''Α.

"Αρθρον 2.

Δικαίωμα 'Ανανεώσεως καὶ Περιορισμοῦ τῆς 'Αρχικῆς 'Ερευνητικῆς Περιοχῆς

1. Ἡ ὡς ἀνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν 'Εταιρείαν διὰ περίοδον 2 ἔτῶν ἀπὸ τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως.

2. Ἔνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ δευτέρου ἔτους ἡ 'Εταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους, οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ δευτέρου ἔτους. Οἱ ἐπιστρεφόμενοι οὕτω χῶροι θὰ ἔχουν ἔκτασιν ἵσην πρὸς τὰ 25 % τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.

3. Ἐφ' δοσον ἡ 'Εταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἔργασίας ὑποχρεώσεις τῆς κατὰ τὴν διετίαν ὡς ἐν ἅρθρ. 3 καὶ 4 τῆς παρούσης συμβάσεως δρίζεται καὶ προέβη εἰς τὰς ὑπὸ παράγραφον 2 ἀνωτέρω ὑποχρεώσεις τῆς ἐπιστροφῆς, ὁ εἰς τὴν 'Εταιρείαν παραμένων χώρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαίωμα δι' ἐτέραν περίοδον 2 ἔτῶν (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 2ου μέχρι τῆς λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

4. Ἔνα μῆνα πρὸ τοῦ τέλους τοῦ τετάρτου ἔτους ἀπὸ τῆς ἰσχύος τῆς συμβάσεως (τέλος πρώτης περίοδου ἀνανεώσεως) ἡ 'Εταιρεία θὰ γνωστοποιῇ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς διὰ ἀπεράσισε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τετάρτου ἔτους.

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

5. Ἐφ' δοσον ἡ 'Εταιρεία ἔξεπιλήρωσε τὰς εἰς ἐπενδύσεις καὶ ἔργασίας ὑποχρεώσεις τῆς κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (2ον μέχρι λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως), ὡς καθορίζοντα αὐταὶ ἐν ἅρθρ. 3 καὶ 4 τῆς παρούσης καὶ ἐφ' δοσον ἐπραγματοποίησε τὰς ἐπιστροφὰς χώρων ὡς καθορίζονται αὗται εἰς παράγρ.

2 καὶ 4, οἱ ὑπολειπόμενοι εἰς χεῖρας τῆς 'Εταιρείας χῶροι θὰ παρακρατῶνται παρ' αὐτῆς αὐτοδικαίως δι' ἐτέραν περίοδον ἐνὸς ἔτους (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 4ου μέχρι λήξεως τοῦ 5ου ἔτους, ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

6. Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς 'Εταιρείας ὑδρογονάνθρακες εἰς ποσότητας, ἔξασφαλιζούσας 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, πᾶς χῶρος κατεχόμενος παρὰ τῆς 'Εταιρείας κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης συμβάσεως θὰ ἐπιστρέψεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παρούσα σύμβασις θὰ θεωρήται λήξασα.

7. Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε ἔτη διαρκείας τῆς παρούσης συμβάσεως ἡ 'Εταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τινὰ τῶν ἀρχικῶν ἔρευνητικῶν περιοχῶν εἰς ποσότητας ἔξασφαλιζούσας, κατὰ τὴν κρίσιν τῆς 'Εταιρείας, τὴν δυνατότητα οἰκονομικῶς συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἅρθρῳ 5 παρ. 1 καὶ 2 ὅριζόμενα, τότε: (1) "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως (τέλος τῆς δευτέρας ἀνανεώθεσης περίοδου) ἡ 'Εταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὁποίας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους. Αἱ περιοχαὶ αἱ ὁποίαι θὰ ἐπιστρέψονται θὰ είναι 25 % τούλαχιστον τῆς ἀρχικῆς περιοχῆς περιοχής. (2) Ἡ 'Εταιρεία θὰ δικαιούνται μετὰ τὸ πέρας τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως νὰ διατηρῇ καθ' δλην τὴν διάκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως, πρὸς ἐκμετάλλευσιν ἀπάσας τὰς ἔρευνητέας περιοχὰς διὰ ἔχει ἡ 'Εταιρεία μετὰ τὰς ὡς ἄνω (1) ἐπιλεγέσας πρὸς ἐπιστροφὴν περιοχάς. Ὡς ἐκ τούτου εἰς ἦν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν παραχωρήσεις εἰς τὴν διετίαν ἀρχικῆς περιοχῆς, ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου δρους, τὸ σύνολον τῶν ἔρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ 'Εταιρεία περιούσης παραγρ. 7, θὰ ἴσοιται πρὸς τὰ 25 % τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἔρευνητικοῦ χώρου μεῖον τῶν τυχὸν ἐπιστραφέντων πρὸ τῆς παρελεύσεως τῶν 5 ἔτῶν ἐκουσίως χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ μεῖον τῶν περιοχῶν διὰ τὰς ὁποίας ἡ 'Εταιρεία θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ 5ου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. Ἡ ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2, 4 καὶ 7 ὡς ἄνω θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς 'Εταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἔκτάσεις δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν δρὸν διὰ ἔκαστος τῶν ἐπιστρεφομένων κεχωρισμένως χώρων δὲν θὰ είναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

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

Τὰ δρια, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου ἐπιστρεφομένων καὶ παρακρατουμένων χώρων, ὡς ἐπίσης καὶ τῶν παραχωρουμένων πρὸς ἔρευναν ἔκτάσεων θὰ προσδιορίζωνται διὰ γεωγραφικῶν συντεταγμένων εἰς τὸν μνησθέντα χάρτην № 1085 τοῦ Βρετανικοῦ Ναυτικοῦ.

"Αρθρον 3.

'Υποχρεώσεις 'Επενδύσεως τῆς 'Εταιρείας

1. Κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἡ 'Εταιρεία ὑποχρεούται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσά πρὸς ἐκτέλεσιν ἔρευνητικῶν ἔργασιών κατὰ τοὺς δρους τῆς παρούσης συμβάσεως καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα :

1ον έτος :	Σεισμική έρευνα πλέον πᾶσα έτερου τύπου γεωλογική και γεωφυσική έργασία πρός καθορισμὸν ἀνωμαλιῶν	\$ 100.000
*2ον έτος :	Σεισμική έρευνα πλέον πᾶσα έτερου τύπου γεωλογική γεωφυσική, τεχνικὴ καὶ ἐν γένει πᾶσα έτερα ἔργασία πρός προσδιορισμὸν τῆς προσφόρου γεωτρήσεως,	\$ 100.000
	"Ἐναρξῖς ἔργασιῶν γεωτρήσεως καὶ / ἡ γεωτρητικὰς ἔργασίαι ...	\$ 200.000
3ον έτος :	'Ερευνητικὴ θαλασσία γεώτρησις βάθους τούλαχιστον 2.650 μέτρων διὰ γεωτρυπάνου γεωτρητικῆς ἵκανότητος κατ' ἐλάχιστον 3.300 μέτρων ἢ ἐφ' δον ἡ 'Εταιρεία ἡθελεν ἐπιλέξει χερσαίαν γεώτρησιν θὰ ἔχῃ τὸ δικαίωμα μᾶς ἢ πλειόνων γεωτρήσεων μέχρι συνολικοῦ βάθους 2.650 μέτρων διὰ γεωτρυπάνου γεωτρητικῆς ἵκανότητος προσφόρου πρός τὸ πρόγραμμα .	\$ 800.000
4ον έτος :	'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2.650 μέτρων διὰ γεωτρυπάνου γεωτρητικῆς ἵκανότητος 3.300 μ.	\$ 1.000.000
5ον έτος :	'Ερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2.650 μ. διὰ γεωτρυπάνου γεωτρητικῆς ἵκανότητος 3.300 μ.	\$ 1.000.000
	'Ελαχίστον σύνολον ἐπενδ.	\$ 3.200.000

4. 'Εὰν ἡ 'Εταιρεία διατηρήσῃ ἔρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου έτους, ὃς ἐν ἀρθρῷ 2ῳ παρ. 7 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ εἰς ἔρευνητικὰς ἔργασίας εἰς τοὺς ἔρευνητικοὺς χῶρους, οὓς παραχρατεῖ μετὰ τὸ πέρας τοῦ 5ου έτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως τὰ κάτωθι ποσά :

Κατὰ τετρ.

χιλ/τρον
α) Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἑτῶν \$ 900
β) Καθ' ὅλην τὴν περίοδον τῶν 3 ἑπομένων ἑτῶν .. \$ 1.500
γ) Καθ' ὅλην τὴν περίοδον τῶν 3 ἑπομένων ἑτῶν.. \$ 2.250
δ) Μετὰ τὸ τέλος τοῦ 9ου έτους ἀνὰ τριετίαν (ἥτοι μετὰ τὸ τέλος τοῦ 14ου έτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως)
\$ 3.000

5. α) Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς 'Εταιρείας κατὰ τὰς ἔργασίας τῆς ἔρευνης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν διετὴν περίοδον καὶ τῶν ἐπομένων ἀνανεουμένων, ὡς ἀναφέρονται αὗται ἐν τῷ παρόντι ἀρθρῷ παρ. 1 ἐπὶ πλέον τῶν ὑποχρεώσεών τῆς δι' ἐπενδύσιν δι' ἔκαστον τῶν ἑτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπομένου ἀνανεωτικοῦ έτους ἢ ἑτῶν. Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς 'Εταιρείας κατὰ τὰς ἔρευνητικὰς τῆς ἔργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἰανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερούμενων εἰς τὴν παρ. 4 τοῦ παρόντος, ὑπερβαῖνον τὰς ρητῶς κατονομαζομένας ἐπενδύσεις, διὰ τὴν περίοδον ταύτην, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἔρευνας τῆς τῆς ἐπομένης ἢ τῶν ἐπομένων τριετῶν περιόδων.

β) 'Εὰν ἡ 'Εταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος ἐνὸς έτους ἢ μᾶς τῶν περιόδων τοῦ παρόντος ἀρθρου διὰ τὰς ἔρευνητικὰς ἔργασίας τῆς καὶ εἰς τὴν περίπτωσιν τῶν ἔργασιῶν ἐκμεταλλεύσεως, συμφώνως πρὸς τὴν παρούσαν σύμβασιν, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, εἰς δὲ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ πιστώσεις, ὡς ὑπὸ α) ἀνωτέρω, ἡ 'Εταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ 'Ελληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἢ τὴν περίοδον ταύτην καὶ τοῦ πράγματος ἐπενδύθεντος κατὰ τὸ ἔδιον ἔτος ἢ περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωρῶνται διὰ ἀποτελοῦν πλήρη συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

6. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἀρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιούμενη παρὰ τῆς 'Εταιρείας, εἴτε ἐντός, εἴτε καὶ ἐκτὸς τῆς 'Ελλάδος, οἰανδήποτε φύσεως, καταβληθεῖσαν ἢ διεθελούμενην παρὰ τῆς 'Εταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἔργασιῶν τῆς, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὄργανώσεως, τῶν ἔξιδων διοικήσεως καὶ γενικῶν ἔξιδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἔξαιρέσει τῶν ὑπὸ τὸν δρόν ἐν τούτοις διὰ τὸν ἔτος ἢ περίοδον) ὑπὸ τὸν δρόν ἐν τούτοις διὰ τὸν ἔτος ἢ περίοδον διαπανῶν ὄργανώσεως καὶ τῶν ἔξιδων διοικήσεως καὶ τῶν ἐν τῷ ἔξωτερικῷ καὶ ἐν 'Ελλάδι γενικῶν ἔξιδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἀρθρου, ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς 'Εταιρείας τῶν ἀναφερούμενων ἐν παρ. 1 τοῦ παρόντος ἀρθρου, διὰ τὰς ἀντίστοιχους περιόδους.

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

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

* Εἰς περίπτωσιν καθ' ἥν αἱ ἔρευναι κατὰ τὴν διάρκειαν τοῦ πρώτου ἢ τοῦ δευτέρου έτους ἐνδεικνύουν, κατὰ τὴν γνώμην τῆς 'Εταιρείας, τὸ ἐπιθυμητὸν μᾶς γεωτρήσεως ἢ πλειόνων, ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα ἐνάρξεως τοιαύτης γεωτρήσεως εἰς πάντα χρόνον κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς συμβάσεως. 'Εν πάσῃ περιπτώσει ἡ 'Εταιρεία θὰ είναι ὑπεύθυνος διὰ τὴν ἐκτέλεσιν τῆς ὑποχρεώσεως ἐπενδύσεως κατὰ τὸ πρώτον ἔτος τῆς ἀπαιτουμένης διὰ σεισμικὰς καὶ γεωλογικὰς ἔργασίας. 'Εὰν ἡ 'Εταιρεία θεωρῇ διὰ ἀπεκτήθησαν διάκριτοι γεωφυσικοί, πληροφορίαι, τὸ ὑποχρεωτικὸν ποσὸν τῶν \$ 100.000 διὰ σεισμικὰς καὶ γεωλογικὰς ἔργασίας κατὰ τὸ δεύτερον ἔτος δύναται νὰ διατεθῇ δι' ἔρευνητικὰς γεωτρήσεις καὶ/ἢ δι' ἔναρξιν ἔργασιῶν γεωτρήσεων.

μητρὸς Ἐταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλὰς καὶ διαχειριστικὴν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικά ἔξοδα θὰ θεωρῶνται ότι περιλαμβάνουν:

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

2. Τὴν ἀγορὰν ἐπίπλων καὶ ἐφοδίων τῶν γραφείων τούτων καὶ πᾶσαν δαπάνην σχετιζόμενην πρὸς τὴν ἐργατάστασιν τούτων.

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

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

5. Τὰς δαπάνας τὰς ἀναφερομένας εἰς ταξιδία ἔξωτερων δι’ ἐργασίας τοῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

6. Τὰς δαπάνας παραστάσεως ὁλοκλήρου του ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐὰν ἡ Ἐταιρεία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεω-

τρύπανα (RIGS) πρός τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης (φρεάτων) καὶ ἔκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ὡς ὁρίζεται ἐν ἀρθρῷ 4 παράγραφος 5, ή 'Ἐταιρεῖα, θὰ δικαιοῦται νὰ πιστώῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἀρθρου, διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20 % τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς 'Ελλάδα) ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθιωμα τοῦ ἀναγκαίουντος τύπου γεωτρυπάνου, δι' ἔκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' δ ἔχρησιμοποιήθη τὸ πρῶτον ἐν 'Ελλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Ἐάν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι’ ἐργολάβου η̄ διὰ γεωτρυπάνου ἐκμισθωθέντος τῇ Ἔταιρείᾳ ὑπὸ μετ’ αὐτῆς συνεργαζομένου η̄ τρίτου τότε ὀλόκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς η̄ ὀλόκληρον τὸ μίσθωμα θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, ὁσάκις γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους η̄ τοὺς τρίτους.

'Αρθρον 4.

• Υποχρεώσεις ἐργασίας - "Ερευναι

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ποιήσηται ἔναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἔργασιῶν ἐπὶ τοῦ ἔρευνητικοῦ τῆς χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ἰσχύος τῆς παρούσης συμβάσεως, ἅπας ὁ πρὸς ἔρευναν χῶρος θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἔρευνηθῆ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπόν, ὅπως δυνηθῇ ἡ Ἐταιρεία νὰ καθορίσῃ τὰς καλυτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἔρευνης.

2. Ὑπὸ τὴν ἐπιφύλαξιν τῶν ἐν ἀρθρῷ 3 παρ. 1 ὁρίζομένων, μία βαθεῖα ἐρευνητικὴ γεώτρησις θ' ἀρχίσῃ ἐντὸς τῶν πρώτων 25 μηνῶν, ἀπὸ τῆς ἐνάρξεως ἴσχύος τῆς παρούσης συμβάσεως.

3. Ὑπὸ τὴν ἐπιφύλαξιν τῶν ἐν ἄρθρῳ 3 παρ.1 ὁρίζομένων,
κατὰ τὴν περίοδον ἀπὸ τέλους τοῦ 2ου καὶ μέχρι τοῦ τέλους
τοῦ 4ου ἔτους θὰ ἐκτελεσθῶσι τούλαχιστον δύο βαθεῖαι ἐ-
σευνητικαὶ γεωτόποισεις.

4. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ 4ου καὶ μέχρι τοῦ τέλους τοῦ 5ου ἔτους Θά ἐκτελεσθῇ εἰσέτι μία τούλαχιστον βαθεῖα ἐρευνητική γεώτρησις.

5. Αἱ προαναφερθεῖσαι ἔρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνων δυναμένων νὰ φθάσωσι εἰς βάθος 3.300 τούλαχιστον μέτρων (ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν δὲι οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὅπιοι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγάλυτέρας ἴκανότητος).

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

7. Ἐδὲ συμπληρωθιοῦν ἐρευνητικαὶ ἔργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἓν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἔργασιῶν τοῦ ἐπομένου ἔτους ἢ τῶν ἐπομένων ἐτῶν.

8. Ός βαθεῖα γεώτρησις νοεῖται γεώτρησις βάθους οὐχί,¹ δὲ λιγατέρου τῶν 2.650 μέτρων μετρουμένου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου νοούμενων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἔχθρου, ὡς βαθέων ἐρευνητικῶν γεωτρήσεων καὶ τῶν ἀκολούθων γεωτρήσεων:

α) Οιαδήποτε γεώτρησις καθ' ἥν ἀνεκαλύφθησαν ὑδρογονάνθρακες εἰς βάθος μικρότερον τῶν 2.650 μ. εἰς ποσότητας αἱ ὁποῖαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἔξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἀνακαλύψεως.

β) Οιαδήποτε γεώτρησις καθ' ἥν τὸ γρανιτικὸν ἡ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύψθη εἰς οίονδήποτε βάθος μεταξὺ 750 καὶ 2.650 μέτρων.¹ Ἐν τούτοις ἔχειν τὸ κρυσταλλικὸν ἡ γρανιτικὸν ὑπόβαθρον συνητήθη εἰς οίονδήποτε βάθος πρὸ τὸ φρέαρ φθάση τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δεν θά θεωρῆται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 2.650 μ. ἀλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ α) ἀνωτέρω προβλέπεται ἡ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἡ γρανιτικοῦ τούτου ὑποβάθρου εἰς οίονδήποτε βάθος ἡ μέχρις ὅτου συντρέξουν αἱ κατωτέρῳ ὑπὸ στοιχεῖον γ) προβλεπόμεναι προϋποθέσεις, οίονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψει ἐνώριτερον.

γ) Οιαδήποτε γεώτρησις διὰ τὴν ὅποιαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνεῖ ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη ἤθελε προκύψει πρὶν 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 2.650 μέτρων, ἀλλως μέχρις ἀνακαλύψεως ὑδρογενναθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχεῖον α) ὡς ἄνω δρίζεται ἡ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ ὑποβάθρου εἰς οίονδήποτε βάθος τούτου, ἡ μέχρις ὅτου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησις δὲν δικαιολογῆται εἰς τὸ φρέαρ τούτο, οίονδήποτε τῶν τριῶν γεγονότων ἤθελε προκύψει ἐνωρίτερον.

Εἰς τὰς περιπτώσεις ὑπὸ στοιχεῖα β) καὶ γ) ἀνωτέρω, τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὰ μέτρα γεωτρήσεων τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ εἶναι ἔλασσον τῶν 2.650 μέτρων. 'Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν ἐντὸς τῶν καθωρισμένων χρονικῶν ὅρίων, ἡ 'Εταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον τὸ ποσὸν τῶν Δολλαρίων H.P.A. 350, δ' ἔκαστον μέτρων, καθ' δ' ὑπολείπεται τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 2.650 μέτρων. 'Ἐπι τῇ καταβολῇ τοῦ ὡς ἀνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις ἐν τῷ συνόλῳ των λαμβανόμεναι θὰ θεωροῦνται ὡς μία βαθεῖα γεώτρησις κατὰ τοὺς δρόους τοῦ παρόντος ἀριθμοῦ.

9. Έξω του παρόντος αρθρού.
9. 'Εὰν ή 'Εταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰουδήποτε ἔρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψει ἐν αὐτῷ ὑδρογονάνθρακας καὶ νὰ ἐγκαταλείψῃ τὸ φρέατο τοῦτο, ή 'Εταιρεία θὰ δικαιοῦται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως δι' ἔτέρας βαθείας γεωτρήσεως κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου. 'Εὰν ἐν τούτοις τὸ 'Ελληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχν.κούς λόγους νὰ πιστεύῃ διτὶ ή ἀνακάλυψις ὑδρογονανθράκων θὰ ἥτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ 'Ελληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς 'Εταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου. ὑπὸ τὸν διον διτὶ ή αἰτησις

αύτη θὰ ἐγένετο πρὸ τῆς μεταβόσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ δι τοιαύτηρον τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαρτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῆς ίκανότητος τοῦ γεωτρυπάνου.

‘Η Ἐταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸ τῆς τὴν ὡς ἄνω αἴτησιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολούθους δρους :

α) ‘Η συμπληρωματικὴ γεώτρησις θὰ γίνῃ δαπάναι τοῦ Ἑλληνικοῦ Δημοσίου, διπερ θὰ καταβάλῃ τῇ Ἐταιρείᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεώτρησεως συμφώνως πρὸς τὰς ὑπὸ τῆς Ἐταιρείας, διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανομένων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομένων ἐν Πίνακι B, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἔφδια ὡς καὶ προσθέτως ποσοστοῦ 10%. Αἱ τοιαῦται πληρωματαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς Ἐταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

β) Τὸ Ἑλληνικὸν Δημόσιον θὰ ἀναλαμβάνῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν ζημίαν ἢν ἥθελον ὑποστῇ ἡ Ἐταιρεία ἡ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεώτρησεως, ἐξαιρέσει τῶν τυχὸν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς Ἐταιρείας.

γ) ‘Ἐφ’ δον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ἡθελε προκαλέσει καθυστερήσεις εἰς τὴν ἀπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἐταιρείας συμφώνως τῷ παρόντι ἀρθρῷ, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν δροίων οἰκαδήποτε τῶν ὑποχρεώσεων τούτων δέον νὰ ἀπληρωθῶσι.

δ) ‘Ἐν περιπτώσει καθ’ ἓν ἥθελον ἀνακαλυφθῆ εἰς τὸ ὡς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεώτρησεων ὑδρογονάνθρακες, εἰς ποσότητας ἐξασφαλίζουσας κατὰ τὴν ἐλευθέραν τῆς Ἐταιρείας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν Ἐταιρείαν ἀπειλεῖται, ἡ Ἐταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ λάβῃ παραχώρησιν πρὸς ἀπειλεῖταις συμβάσεις εἰς τὴν τοιαύτην ἀνακαλύψιν ὡς ἐν ἀρθρῷ 5 τῆς παρούσης συμβάσεως δρίζεται, τῆς Ἐταιρείας ὑποχρεούμενης ὡς εἰκόδος ἐν τῇ περιπτώσει ταύτη, νὰ πληρωσῃ τῷ Ἑλληνικῷ Δημοσίῳ, τριάκοντα ἡμέρας μετὰ τὴν δήλωσιν ὑπὸ τῆς Ἐταιρείας, ποσὸν ἐξικνούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ δροῖον ἐπλήρωσε τὸ Ἑλληνικὸν Δημόσιον τῇ Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10% ἐτησίως).

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

“Αρθρον 5.

Δικαίωμα τῆς Ἐταιρείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἀπειλεῖταις συμβάσεις

‘Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. ‘Ἐὰν καθ’ οἰονδήποτε χρόνον καθ’ δὸν ἡ Ἐταιρεία διατηρεῖ ἐρευνητικὰ δικαιώματα βάσει τῆς παρούσης συμβάσεως ἀνευρεθῆ εἰς ἐρευνητικὸν φρέαρ ἀνοιχθὲν παρὰ ταύτης ποσότης ὑδρογονάνθρακων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς Ἐταιρείας τὴν οἰκονομικῶς σύμφορον, εἰς ἐμπορικὴν κλίμακα, ἀπειλεῖταις συμβάσεις τούτων διὰ ταύτην, αὕτη, μετὰ τὴν ὑποβολὴν πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηρίζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσεις «ώς παραχώρησις» ἡ «παραχώρησις πρὸς ἀπειλεῖταις συμβάσεις», περιλαμβάνουσαν τὸ φρέαρ τοῦτο ὑπὸ τοὺς δρους 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. ‘Απὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὸ ἐν ἀρθρῷ 11 (ἐνδεκα) τοῦ N. 3948/1959 δρίζομένα, εἰς τὸ ‘Υπουργεῖον Βιομηχανίας τῆς ἐπιλεγείσης περιοχῆς, ἡ Ἐταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ’ αὐτῆς ἐπιλεγείσης περιοχῆς ἡ περιοχῶν.

3. ‘Η μεγίστη ἔκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα τετραγωνικὰ χιλιόμετρα, οἰουδήποτε σχήματος, καθοριζόμενου παρὰ τῆς Ἐταιρείας.

‘Ἐὰν ἐν τούτοις ἡ Ἐταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, διτὶ ἡ πιθανὴ ἔκτασις τοῦ παραχωρικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα τετραγωνικὰ χιλιόμετρα (50 τετρ. χιλιόμετρα) τότε ἡ Ἐταιρεία θὰ δικαιοῦται εἰς παραχωρητήριον ἔκτασεως πρὸς ἀπειλεῖταις συμβάσεις τῶν 50 τετρ. χιλιόμετρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ (100) ἑκατὸν τετραγωνικὰ χιλιόμετρα.

4. ‘Ο ἀριθμὸς τῶν παραχωρήσεων πρὸς ἀπειλεῖταις συμβάσεις δικαιοῦται νὰ ἐπιλέγῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ Ἐταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπειρόστος. ‘Εκάστη δὲ νέα γεώτρησις τῆς Ἐταιρείας εἰς ἐρευνητικούς χώρους ἀνήκοντας εἰς τὴν Ἐταιρείαν, ἀλλὰ κειμένους ἔκτας τῶν παραχωρήσεων τῆς πρὸς ἀπειλεῖταις συμβάσεως, δυναμένη νὰ παράγῃ ὑδρογονάνθρωπας, θὰ παρέχῃ εἰς τὴν Ἐταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς δρους τοῦ παρόντος ἀρθρου.

5. ‘Η διάρκεια ἔκάστης παραχωρήσεως πρὸς ἀπειλεῖταις συμβάσεις δικαιοῦται νὰ είναι εἰκοσικατετής (28), ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι’ ἔκάστην παραχώρησιν, πρὸς ἀπειλεῖταις συμβάσεως.

‘Ἐφ’ δον ἡ Ἐταιρεία συνεμφορφάθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ’ ἔκάστας παραχωρήσεις ἀπειλεῖταις συμβάσεως, ἡ 28ετής αὔτη περίοδος θὰ παρατείνεται αὐτομάτως δι’ ἕτερα 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 ἀπειλεῖταις συμβάσεως ὑδρογονανθράκων, θὰ ἐφαρμόζωνται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων δικαίωμα παρατείνεται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων δικαίωμα ἵσχει, ὑπὸ τὸν δρον διτὶ τροποποιήσεις τοῦ N. 3948/1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

“Αρθρον 6.

‘Υποχρεώσεις ἀπειλεῖταις συμβάσεως καὶ παραχωρήσεις τῆς Ἐταιρείας

1. ‘Αμα τῇ, κατὰ τὸ προηγούμενον ἀρθρον 5 τοῦ παρόντος, ὑποβολῆ τῆς προβλεπομένης ἐν ἀρθρῷ 6νδεκα (11) τοῦ Νόμου 3948/1959 δηλώσεως δι’ ἐπιλεγέσιν παρὰ τῆς Ἐταιρείας περιοχήν, αὕτη θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως ὁρίων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξύ των τοιαύτην ἡτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἐταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεγμένα, νὰ ἐξασφαλίσῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατήν ἀπόδοσιν.

2. ‘Η Ἐταιρεία θὰ συνεχίζῃ παραχωρικὴν ἐργασίαν κατὰ τοὺς κανόνας τῆς τέχνης ὑπὸ τὰς προύτοις τέχνης τῆς παρ. 3 τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῶς κανόνας καλῆς ἀπειλεῖταις συμβάσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίσῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ Ἐταιρεία θὰ ὑπερβαίνει παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νὰ προβῇ εἰς παραχωρήσην ὑδρογονανθράκων, ἐκ τῶν ἔκαστοτε ὑφισταμένων ἐγκαταστάσεων τῆς, εἰς ρυθμὸν δοτὶς συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν ἀπόδοσιν :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τέχνης τεχνικῆς.

β) Εἰναι ἐπιβλαβής εἰς τὸν σκοπὸν τῆς, ἐν τελευταίᾳ ἀναλύσει, μεγίστης ἀπόδοσεως καὶ

γ) Δὲν εἶναι οἰκονομικῶς συμφέρων, ἦτοι δὲν ἐξασφαλίζει εἰς τὴν Ἐταιρείαν κέρδος.

4. Εἰς περίπτωσιν καθ’ ἓν τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ διτὶ αἱ ἐργασίαι γεώτρησεως καὶ παραχωρήσης τῆς Ἐταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν ταῖς ὑπ’ ἀρ. 1, 2 καὶ 3 παραγράφοις διατάξεις, τότε τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιή τοῦτο ἐγγράφων εἰς τὴν Ἐταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης.

Είναι αύτονόγιον δτι έάν ή 'Εταιρεία έχη αντιρρήσεις είς τάς υποδείξεις του 'Ελληνικού Δημοσίου δύναται να προσφύγησεις διαιτήσιαν κατά τά έν αρθρω 26 δρίζουμενα, κατά την διάρκειαν της διπόλας ή 'Εταιρεία δέν θα υποχρεούται να ποιήσηται έναρξιν συμμορφώσεως κατά τά ως ξνω άναφερόμενα.

Αρθρον 7.

'Επιτρεπόμεναι έργασίαι παρά της 'Εταιρείας - Περιορισμοί

1. 'Η 'Εταιρεία θα έχη το δικαίωμα να ένεργη γεωλογικάς, γεωφυσικάς και οίανδήποτε έτεραν έρευνητικήν έργασίαν πρός τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οίασδήποτε μεθόδου και να ένεργη ἀναγνωριστικάς γεωλογικάς γεωτρήσεις και έρευνητικάς γεωτρήσεις εἰς βάθος, πρός τὸν αὐτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν έρευνητικῶν ἔκτασεων και τῶν παραχωρήσεων πρός ἐκμετάλλευσιν εἰς χεῖρας τῆς 'Εταιρείας βάσει τῆς παρούσης συμβάσεως καθ' οίανδήποτε στιγμήν.

2. 'Η 'Εταιρεία θα έχη το δικαίωμα να ἀναπτύσσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων, να ἀνοίγῃ φρέατα ἐκμεταλλεύσεως και να ἔξορύσσῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονανθράκας.

3. 'Η 'Εταιρεία θα δικαιοῦται να ἀποθηκεύῃ τοὺς ὑπ' αὐτῆς παραχθέντας ὑδρογονανθράκας, να τοὺς ὑποβάλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν (ώς π.χ. ἀποχωρισμὸς ὕδατος και ἡγημάτων, ἀποθέωσις, ἀποχωρισμὸς τῆς φυσικῆς βενζίνης-NATURAL GASOLINE- ἐκ τῶν φυσικῶν ἀερίων) και να τοὺς μεταφέρῃ.

4. 'Η 'Εταιρεία θα έχη τὴν κυριότητα ἐπὶ ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς και θα έχη τὸ δικαίωμα τῆς ἐλευθέρας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεώς των εἰς τὴν ἔγχωριον ἀγοράν, εἴτε διὰ τῆς ἔξαγωγῆς των, τηρουμένων ὅμως τῶν ἐν ἀρθρῷ 9 και 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ὑπὸ τοῦ παρόντος ἀρθρου δικαιωμάτων και πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, η μισθώτρια 'Εταιρεία θα έχη τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, να ἀνεγείρῃ η να ἀναθέσῃ τὴν ἀνέγερσιν και η να χρησιμοποιῇ και η να μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς, δι' ἀργὸν πετρέλαιον, η ἀέρια, διαχωριστάς, ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν, τῶν παραγομένων ὑπ' αὐτῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἐγκαταστάσεις ἀφαιρέσεως θείου κ.λ.π. δευτερευούσας σιδηροδρομικὰς γραμμάς, ἐγκαταστάσεις ἀποθηκεύσεως και φορτώσεως εἰς τοὺς σιδηροδρομικοὺς σταθμοὺς και 'Ελληνικοὺς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους και ἔργατας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικάς και ραδιοφωνικάς ἐγκαταστάσεις και πᾶσαν ἐτέραν ἐγκαταστάσιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται να ἀνοικοδομηθοῦν και η να χρησιμοποιηθοῦν παρὰ τῆς 'Εταιρείας μόνον ἐφ' δσον αι ηδη ὑπάρχουσαι και ἀνήκουσαι εἰς τὸ 'Ελληνικὸν Δημόσιον η ἄλλην Κρατικὴν 'Υπηρεσίαν τοιαῦται δέν είναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς 'Εταιρείας η δταν η χρησιμοποίησίς των δέν είναι οίκονομικῶς συμφέρουσα διὰ τὴν 'Εταιρείαν κατὰ τὴν κρίσιν ταύτης.

6. 'Η 'Εταιρεία θα έχη ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εὑδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως να ἀποξήραντι χώρους η να δημιουργῆη νηστὸδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς διόποίους κατέχει εἰς οίανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ 'Αρχηγείου Ναυτικοῦ, τὴν διόποιαν δέν δύνανται να ἀρνηθῇ ξνει σοβαροῦ λόγου.

7. Τὸ 'Ελληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν 'Εταιρείαν πρὸς ἀπόκτησιν τῶν ἀδείῶν και ἐγκρίσεων παρὰ πάστης ἀρμοδίας 'Αρχῆς συμπεριλαμβανομένων τῶν Στρατιωτικῶν 'Αρχῶν, τῶν ἀναγκαιούσων πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραφομένων σκοπῶν.

'Εφ' δσον η καθυστέρησις η ἐλλειψις ἀποκτήσεως τοιούτων ἀδείῶν η ἐγκρίσεων καθιστᾶ ἀδύνατον η καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς πᾶσα προκύπτουσα καθυστέρησις η παράλειψις ἐκτελέσεως οίωνδήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς 'Εταιρείας δέν θὰ ἀποτελῇ παράβασιν τῶν δρων τῆς παρούσης και θὰ θεωρῆται ὡς περιπτωτικὸς ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἀρθρου 25 τῆς παρούσης συμβάσεως.

8. 'Η 'Εταιρεία κατὰ τὴν ἐκτέλεσιν τῶν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως διενεργῇ ἐκρήξεις δι' ἀερισθόλου η διὰ χρησιμοποιηθεῖσας ἑτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλάσσης πανίδος. Μόνον εἰς ἔξαιρετικὰ περιπτώσεις καθ' άς αἱ ἀνωτέρω μέθοδοι δέν είναι δυνατὸν νὰ ἀποδώσουν ἵκανοντοιητικὰ ἀποτέλεσματα θὰ ἐπιτρέπεται η χρησιμοποιηθεῖσας ἐκρήκτικῶν ὑῶν.

9. Αἱ γεωφυσικαὶ ἔρευναι, αἱ γεωτρήσεις και η ἐκμετάλλευσις ἀνακαλυφθησομένου πετρελαίου ἐντὸς τῆς θαλάσσης θέλουσι λάβει χώραν και ὑπὸ τὰς κάτωθι προϋποθέσεις :

α) Τὰς σχετικὰς ἔρευναις θὰ δύναται νὰ παρακολουθήσῃ τὸ 'Αρχηγείον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούμενον πρὸς τῷτο ἐγκαίρως ὑπὸ τῆς 'Εταιρείας.

β) Αἱ ἔργασίαι δέν θὰ ἐπιφέρουν οὐσιώδεις μεταμορφώσεις ἀκτῶν και βυθῶν τῆς περιοχῆς.

γ) Δὲν θὰ ἐπηρεάζεται δυσμενῶς η Ναυσιπλοτα εἰς τὴν ἐν ἀρθρ. 1 προσδιορίζομένη περιφέρειαν και θὰ λαμβάνεται εἰδικὴ μέριμνα, πρὸς πρόληψιν οἰασδήποτε βλάβης ὑφισταμένων Γ/Β καλαδίων ἐν τῇ περιφερείᾳ ταύτη.

δ) Θὰ ἀπαγορευθῶσιν αἱ ἐργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κλπ. τὰ τυχὸν δὲ χρησιμοποιηθησόμενα πλωτὰ μέσα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσσῃ, και θὰ φωτοσημαίνωνται τὰ ἐντὸς τῆς θαλάσσης χρησιμοποιηθησόμενα μέσα, συμφώνως τοῖς κανονισμοῖς.

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα δέν νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Διεύθυνσιν 'Υδρογραφίας Ε.Ν. πρὸς ἔκδοσιν τῶν σχετικῶν 'Αγγελῶν και Προαγγελιῶν τοῦ Ναυτιλλομένοις.

στ) 'Η 'Εταιρεία υποχρεοῦται νὰ ὑποβάλῃ εἰς τὴν Διεύθυνσιν Λιμενικῆς 'Αστυνομίας τοῦ 'Υπουργείου 'Εμπορ. Ναυτιλίας :

(1) Πλήρη στοιχεῖα τῶν χρησιμοποιουμένων πλωτῶν μέσων και νὰ ἐνημερώῃ ἐγκαίρως περὶ τοῦ κατάπλου τούτων, τὴν οἰκείαν Λιμενικὴν 'Αρχήν.

(2) Πίνακα μετὰ πλήρων στοιχείων τοῦ ἀλλοδαποῦ και ἡμεδαποῦ Προσωπικοῦ, τὸ δόποιον πρόκειται νὰ χρησιμοποιήσῃ και νὰ ἐνημερώῃ ἐγκαίρως τὴν οἰκείαν Λιμενικὴν 'Αρχὴν ἐφ' ἐκάστη μεταβολῆ.

(3) Τὰ τεχνικὰ χαρακτηριστικὰ τῶν ιδίων τηλεπικοινωνιακῶν μέσων.

ζ) 'Η 'Εταιρεία υποχρεοῦται δπως εἰς περίπτωσιν ἀνεύρεσεως κατὰ τὴν διενέργειαν τῶν ἐρευνῶν οίουδήποτε ἀντικείμενου ἀρχαιολογικῆς ἀξίας και γενικῶς ἀρχαιοτήτων, ἀναστείλη πᾶσαν ἐργασίαν και εἰδοποιήσῃ ἐπειγόντως τὴν ἀρμαδίων ὑπηρεσίαν 'Αρχαιοτήτων διὰ τὴν λῆψιν ὑπὸ αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιοτήτων ἐνδεικνυομένων μέτρων.

η) Αἱ ἐργασίαι θὰ ἀπαγορεύωνται η θὰ διακόπτωνται ἐκτάκτως, ἐφ' δσον ηθελει κριθῆ ἀναγκαῖον διὰ λόγους ἐθνικῆς ἀσφαλείας και αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ξως δτού ἐκλείψωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγου, ξνει ούδεμιᾶς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημιώσιν. Προβλέπεται δτι μία τοιαύτη διακοπὴ τῆς ἐργασίας θὰ θεωρηθῇ ως προξενηθεῖσα ἐξ ἀνωτέρας βίας συμφώνως πρὸς τὸ ἀρθρον 25 τῆς παρούσης συμβάσεως.

Αρθρον 8.

Καταβολὴ στρεμματικοῦ

'Η 'Εταιρεία θὰ καταβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον στρεμματικὸν φόρον, δστις θὰ ἀνέρχεται εἰς 1.000 δραχμᾶς

έτησίως κατά τετραγωνικόν χιλιόμετρον ἐπὶ ἀπασῶν τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.

· Ή καταβολὴ τοῦ φόρου τούτου ἀρχεται ἀπὸ τῆς στιγμῆς καθ' ἥν ἡ Ἐταιρεία καθίσταται μισθώτρια παραχωρήσεων.

“Αρθρον 9.

Δικαιώματα

1. Η Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα πέντε τοῖς ἑκατὸν (15 %) ἐπὶ πάσης φύσεως 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 ὑδατος καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς Ἐταιρείας χρησιμοποιούμεναι διὰ τὰς ἴδιας τῆς ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (REPRESSURING) ἢ ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἔργασιῶν κυρίων καιόμενα ἀέρια (FLARED GAS) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀέρου θὰ καταβάλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἰδος, ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἑκάστου ἡμερολογιακοῦ ἔξαμηνου τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἐταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἢ τμῆμα τῶν δικαιωμάτων του εἰς εἰδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν διὰ τὸ ἄργον πετρέλαιον καὶ ἢ τὸ φυσικὸν ἀέριον. ‘Αφ’ ἦς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἔγνωστοποιήσεν τὴν ἐπιλογήν του εἰς τὴν Ἐταιρείαν οὐδεμία μεταβολὴ θὰ εἰναι ἐπιτρεπτὴ ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἔξαμηνου, πλὴν ἐπιτεύξεως ἀμοιβαίως ίκανον ποιητικῆς ἐγγράφου συμφωνίας μεταξύ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες ὑδρογονανθράκων αἴτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἄργον πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἔργοταξίου τῆς Ἐταιρείας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τούτον ἡ Ἐταιρεία ὑποχρεούται δπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα εἰς τὴν διεθνῆ πρακτικὴν τῶν πετρελαίων συστήματα.

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἰδος δικαιώματά του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἔργοταξίου τῆς Ἐταιρείας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἔκτὸς ἔτερας ρητῆς ἐγγράφου συμφωνίας μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἡ δὲ Ἐταιρεία ὑποχρεούται νὰ ἀποθηκεύσῃ, τῇ εὐθύνῃ τοῦ Ἑλληνικοῦ Δημοσίου τῆς Ἐταιρείας οὖσης ὑπευθύνου δι’ οἰανδήποτε ἀπώλειαν ἢ ζημίαν προερχομένην ἐξ ἀμελείας της, εἰς τὸν ἀποθηκευτικὸν χώρους τοῦ ἔργοταξίου τῆς κατὰ τὸ ὡς δύνα χρονικὸν διάστημα τῶν 40 ἡμερῶν ἀνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου τὸ οὐτωσεὶ εἰς τὸ Δημόσιον παραδοθησόμενον ὡς δικαιώματα ἀργὸν πετρελαίου. ‘Ἐν περιπτώσει καθ’ ἥν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς δύνα περιόδου τὰ δικαιώματα ταῦτα εἰς εἰδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαθέσῃ ἐλευθέρως τοῦτο, ὅπότε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἢ νὰ ἔχακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποθηκεύτων ἀνερχομένων εἰς τὴν πραγματικὴν διπάνην ἀποθηκεύσεως, σὺν 10 %.

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

6. Ἐάν ἡ Ἐταιρεία εἶναι ἴδιοκτήτρια καὶ ἔκμεταλλεύεται οἰονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἐταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρις οἰονδήποτε σημείου κειμένου ἐπ’ αὐτῶν. Η μεταφορὰ αὕτη θὰ πραγματοποιεῖται παρὰ τῆς Ἐταιρείας ἔναντι καταβολῆς διπάνω πλέον τῶν 10 %.

‘Η παροῦσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας νὰ κατασκεύάσῃ ἀγωγούς ἢ οἰονδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν δσων τυχὸν ἔχει ἢ ἔκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰονδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς πλὴν ἐτέρας συμφωνίας μεταξύ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τοῦτον.

7. Πρὸ τοῦ χρόνου καθ’ ὃν ἡ Ἐταιρεία θὰ καταστῇ ἔξαγωγενς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (POSTED PRICE) τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιωμάτα, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμῆματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρου ἢ ἐτέρω ὑπαρχόντων ἐν Ἑλλάδι Διύλιστηρών διὰ τὸ ἄργον πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἐταιρείαν, ὡς τοῦτο ὅριζεται εἰς τὸ ἄρθρον 12 παρ. 9 α.

‘Απὸ τῆς στιγμῆς καθ’ ἥν ἡ Ἐταιρεία θὰ καταστῇ ἔξαγωγενς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιωμάτα ἐπὶ τοῦ παραγομένου παρ’ αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὅριζεται εἰς τὸ ἄρθρον 12 παρ. 9 β.

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (GASOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου δρου τιμῶν πωλήσεως τῶν πραγματοποιηθείσων παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς δὸν ἀντιστοιχεῖ ἢ πληρωμὴ δικαιωμάτων μεῖον ἔξόδων βιομηχανοποιήσεως 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, ὑπολογίζηται, ἐφ’ δσον καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου δρου τιμῶν πωλήσεως, τῶν πραγματοποιηθείσων παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς δὸν ἀντιστοιχεῖ ἢ καταβολὴ τῶν δικαιωμάτων δι’ ἔκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μεῖον ἔξόδων ἐπεξεργασίας καὶ μεταφορᾶς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (WELLHEAD) εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται καθ’ ἔξαμηνον ἐντὸς τοῦ Ιανουαρίου καὶ Ιουλίου ἔκαστου ἔτους.

“Αρθρον 10.

Φόροι

1. Η Ἐταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος ὡς Ἀνώνυμος Ἐταιρεία βάσει παγίου συντελεστοῦ 50 % ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἔργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὄριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἄρθρου οἰονδήποτε καὶ ἀν εἰναι ὁ συντελεστής ὁ ἔκαστοτε ἰσχύων διὰ τὰς ἀλλας Ἐταιρείας. ‘Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογίζομένου συμφώνων πρὸς τὸ παρόν ἄρθρον, ἀφαιρεῖται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον τοῦτο τοῖς μετρητοῖς εἴτε εἰς εἰδος δυνάμει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως καὶ ἀπὸ τὸν χρόνον ποὺ ἡ Ἐταιρεία ἔχει καθαρὸν κέρδος, τὰ στρεμματικὰ δικαιωμάτων συμφώνων τῷ ἄρθρῳ 8 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ δπως εύρεθῇ τὸ καθαρὸν ποσόν, τοῦ φόρου εἰσοδήματος, τὸ δποῦν θὰ καταβληθῇ ὑπὸ τῆς Ἐταιρείας διὰ τὴν ἀντιστοιχον διαχειριστικὴν περίοδον.

Συμφωνεῖται ότι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως δέον νὰ καταβάλλωνται ἐπὶ οἰασδήποτε παραγγαγῆς ὑδρογονανθράκων ἀσχέτως ἐξ αἰσχραί τῆς Ἐταιρείας ἀποφέρουν κέρδος ἢ ζημίαν.

Συμφωνεῖται περαιτέρω ότι 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 ἢ δὲ Ἐταιρεία, ἐν ὅψει τῆς τοιαύτης ἀναληφθείσης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῦ ὅτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ καὶ μεταγενεστέρως οὐδεμίαν προτίθεται νὰ προβάλῃ ἀντίρρησιν ἢ ἀμφισβήτησιν ὡς πρὸς τὸ ποσοστὸν τοῦ 50 % ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ἀνωτέρω, ἀποδεχομένη κατὰ πᾶσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ἰσχὺν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν παραγράφῳ 1 ἀναγνωρίζεται ὡς ἔκπιπτέον συμφώνως πρὸς τὸ N. Δ/γμα 2548/1953 τὸ κυρώσαν τὴν σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν ΗΠΑ καὶ τοῦ Βασιλείου τῆς Ἐλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχὸν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθησόμενοι ὑπὸ τῆς Ἐταιρείας εἰς τὰς ΗΠΑ κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ ΗΠΑ καὶ τοῦ Βασιλείου τῆς Ἐλλάδος ἢ μετὰ τὴν λῆξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἐταιρείας, τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παράγρ. 1 ὡς ἀνωτέρω.

3. Ἐξαιρέσει 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 ἐργασίαι τῆς, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰασδήποτε μηχανήματα, ἀνταλλακτικά, ἔξαρτήματα, ἐργαλεῖα καὶ ὑλικὰ παντὸς εἰδούς τὰ εἰσαγόμενα ἐκ τοῦ Ἑλληνικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἔξαιρουμένων τῶν καισίμων ὑλῶν παντὸς εἰδούς) ὡς καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραγομένων ὑδρογονανθράκων, ἔξαιρουμένων τῶν διυλισμένων προϊόντων οἰασδήποτε φύσεως, θὰ ἀπαλλάσσωνται παντὸς φόρου ἀμέσου ἢ ἐμμέσου παντὸς εἰδούς καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων, τελῶν χαρτοσήμου ἢ εἰσφορῶν ἢ πάσης ἐτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημόσιου ἡ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλήν τῶν καθαρῶς ἀνταποδοτικῶν τελῶν δι' ὑπηρεσίας ἡ δικαιώματα πάσης φύσεως καὶ τῶν ὑπὲρ τῶν ἀσφαλιστικῶν Ταμείων καὶ Ὁργανισμῶν Ἐργοδοτικῶν Ἀσφαλιστικῶν Εἰσφορῶν.

Ἡ παρούσα Σύμβασις καθὼς καὶ οἰασδήποτε συμφωνία ἡ σύμβασις βάσει ταύτης, ἡ ὄποια ἥθελεν ὑπογραφῆ, σκοποῦνται τὴν ἀπόκτησιν δικαιωμάτων ἔξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῶν περιφερειῶν τῶν περιγραφομένων ἐν ἄρθρῳ 1 τῆς παρούσης ἡ καὶ σχετιζόμενων πρὸς τοὺς σκοπούς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς διφελος τοῦ Ἑλληνικοῦ Δημόσιου, οἰασδήποτε Ἑλληνικῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνοῦ δημόποτε τρίτων.

Αἱ διατάξεις οἰωνοῦ δημόποτε Νόμων τοῦ Ἑλληνικοῦ Δημόσιου ὡς πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὄποιοι παρέχουν ὑπηρεσίας σχετικάς πρὸς τὴν παρούσαν σύμβασιν.

Αἱ ἐκάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρτισιν οἰασδήποτε συμβάσεως σχετιζόμενης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ ὑποθηκοφυλάκων ἐμμίσθων ἢ ἀ-

μίσθων διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης ἐπ' οὐδενὶ λόγῳ εἶναι δυνατὸν νὰ ὑπερβῶσι δι' ἔκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι η συνεταῖροι τῆς Ἐταιρείας, ὑπὸ τὴν προϋπόθεσιν διατοικοῦν εἰς τὸ ἔξωτερικὸν ἀπαλλάσσονται ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐπὶ τῆς Ἐταιρείας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθέντος δι' εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἢ ἀλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημόσιου ἡ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἡ τρίτων, λόγῳ τῆς ἰδιητήτος των ὡς μετόχων τῆς Ἐταιρείας.

5. "Απασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἐταιρείας, αἱ σχετικαὶ μὲ τὴν δργάνωσιν της καὶ τὰς ἐργασίας της κατὰ τὴν παρούσαν σύμβασιν, ἐντὸς ἢ ἐκτὸς Ἐλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὄποιας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς παλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἐταιρείας βάσει τῆς παρούσης συμβάσεως, θὰ ἀμοιβαίνονται ὑπὸ τῆς Ἐταιρείας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὄποιας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

6. "Ἐν περιπτώσει καθ' ἥν ἡ Ἐταιρεία ἐμφανίσῃ καθαρὸν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους της ἀπόκτησιν τῆς πρώτης της παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἡ ἐν λόγῳ ζημία θὰ ἀγγηται εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἔνοποιηται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἡ περιόδων, εἴτε αὕται δεικνύουν κέρδη εἴτε ζημίας.

Τὸ οὔτω προκύπτον ἀποτέλεσμα ἐὰν ἐξακολουθῇ νὰ ἐμφανίζῃ ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους της ἀπόκτησιν τῆς πρώτης της παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἡ ἐν λόγῳ ζημία θὰ ἀγγηται εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξη ἢ παρούσα σύμβασις. "Ἡ Ἐταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημόσιου διὰ ζημίας δις ἥθελεν ὑποστῆ ἐκ τῶν ἐργασιῶν της παρούσης συμβάσεως.

7. Διὰ τοῦ ὅρου «καθαρὰ κέρδη» τῆς Ἐταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἐκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἀτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνοικιῶν ἀκαθάριστων ἐσόδων τῆς Ἐταιρείας τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς, συμφώνως πρὸς τὴν παρούσαν σύμβασιν, δλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἔξδων ἐν γένει διὰ τῶν ὄποιων ἐπεβαρύνθη ἡ Ἐταιρεία λόγῳ τῶν ἐργασιῶν της συμφώνως πρὸς τὴν παρούσαν σύμβασιν, ἀνεξαρτήτως δὲν αὗται προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἐλλάδος.

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

Αἱ ἐκτὸς Ἐλλάδος μετὰ τὴν ἐναρξην τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως ὡς ὑπὸ στοιχεῖα α) καὶ β) κατωτέρω δαπάναι δὲν θὰ δύνανται νὰ ὑπερβοῦν ποσοστὸν 10 % ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἐταιρείας ἐν Ἐλλάδι :

Αἱ οὔτω περιοριστικῶς ἐκπιπτόμεναι δαπάναι εἶναι :

α) Αἱ ἐν παραγράφῳ 1.β τοῦ Πίνακος B δαπάναι αἱ ὄποιαι πραγματοποιοῦνται ἐκτὸς Ἐλλάδος.

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραγράφῳ 1.α τοῦ Πίνακος B καὶ αἱ δαπάναι παλήσεως ὡς ἐν παραγρ. 1.δ τοῦ Πίνακος B, αἱ ὄποιαι πραγματοποιοῦνται ἐκτὸς Ἐλλάδος διὰ λογαριασμῶν τῆς Ἐταιρείας ὑπὸ ἐτέρων Ἐταιρειῶν αἱ ὄποιαι ἐλέγχονται ἀπ' εὑθείας ἢ ἐμμέσως ὑπὸ τῆς ANSCHUTZ CORPORATION INC ἢ ὑπὸ ἐτέρων συγγενῶν Ἐταιρειῶν.

Εἰς τὰς δαπάνας, ἐπιβαρύνσεις καὶ ἔξοδα, ὡς ἄνω, δὲν θὰ περιλαμβάνωνται δόμως τὰ ὑπὸ τοῦ ἀρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθισμα).

Τὰ ἀκαθάριστα ἕσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἕσοδα ἐκ τῆς πωλήσεως ἔξορυσσομένων ὑδρογονανθράκων. 'Η τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἔξαγωγὴν θὰ εἶναι ἐκείνη ἡ πράγματι χρεουμένη τιμὴ FOB ἀκραίον παραθαλάσσιον ἀποθηκευτικὸν χῶρον. 'Ακαθάριστα ἕσοδα δι' ἔγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἶναι τὰ πραγματικὰ ἕσοδα.

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

'Ἐν περιπτώσει καθ' ἥν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἰδός κατὰ τὴν διάκρειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἀρθρῷ 9 τῆς συμβάσεως, τὸ ποσὸν τοῦτο ὡς καθορίζεται συμφώνως πρὸς τὸ ὅς ἄνω ἀρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἕσοδα τῆς 'Εταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἀρθρῷ.

'Ἐν τέλει τῆς παρούσης συμβάσεως παρατίθεται Πίναξ ὑπὸ στοιχείου Β ἐμφαίνων τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεῖα τοῦ κόστους, ἔξοδων, βαρῶν καὶ λοιπῶν δαπανῶν τῆς 'Εταιρείας.

8. α) 'Η 'Εταιρεία θέλει κλείει τὸν 'Ισολογισμὸν ταύτης ἐντὸς διψήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου ἢτις θὰ εἶναι ἐνιαυσία.

β) 'Ο ἔλεγχος τῶν βιβλίων τῆς 'Εταιρείας θὰ διενεργῆται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς ἐν 'Ἑλλάδι Νομοθεσίᾳ.

γ) 'Ολόκληρον τὸν βάσει τῆς δηλώσεως τῆς βεβαιούμενον φόρον ἡ 'Εταιρεία θέλει καταβάλει ἑκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποβολῆς ταύτης.

δ) Αἱ περὶ βεβαιώσεων φόρους ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανομένης διαχειριστικῆς περιόδου, ἰσχύουσαι ἑκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλασσομένων δόμως τῶν ἐκ τοῦ ἀρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἡ κατὰ ἔξαμηνάν τῶν ὑπὸ τῶν ἄνω διατάξεων προβλεπομένων ποσῶν, τῆς 'Εταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἑκάστοτε ληξάσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δι' ἀνακριβῆ δήλωσιν διατάξεις τῆς ἑκάστοτε ἰσχυούσης Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐφ' δόσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ ὀφειλούμενου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὀφειλούμενής εἰς πταῖσμα τῆς 'Εταιρείας ἀλλὰ ἐκ πλάνης διαφόρου ἔρμηνίας παρὰ τῆς 'Εταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

στ.) Αἱ λοιπαὶ διατάξεις τῆς ἑκάστοτε 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 φύλων ἐλέγχου τῶν ἐνστάσεων κατὰ τούτων ὡς καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεων μέσων καὶ τῆς βεβαιώσεως τοῦ φόρου, ἐφαρμόζονται καὶ ἐν προκειμένῳ.

ζ) 'Εννοεῖται διτὶ αἱ διατάξεις τοῦ ἀρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἀρθρου, ὑποχρεώσεων τῆς 'Εταιρείας.

"Αρθρον 11.

Εἰσαγωγή, ἔξαγωγὴ Μηχανημάτων, 'Εξοπλισμοῦ καὶ ὄλικῶν

1. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἔξωτεροῦ καὶ νὰ μεταχειρίζεται διὰ τὰς ἔργασις τῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν πάντα τὰ μηχανήματα καὶ ἔξοπλισμόν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰασδήποτε ὄλικά, οἰασδήποτε φύσεως, τὰ δόπια κατὰ τὴν κρίσιν τῆς 'Εταιρείας εἶναι ἀναγκαῖα καὶ

πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἔργασιῶν της. 'Η παροῦσα σύμβασις ἐπέχει θέσιν οἰασδήποτε ἀναγκαῖας ἀδειας ἡ ὅποια ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς 'Ελλάδα τοιούτων μηχανημάτων, ἔξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὄλικῶν.

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικά καὶ ὄλικά οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὁχημάτων, σκαφῶν θαλάσσης, φορέων (PLAT FORM) εἴτε αὐτοκινουμένων εἴτε δχι εἰς τὰ δόπια ἔχουν στερεωθῆ μηχανήματα, ἔργαλεῖα, γερανοὶ ἡ οἰασδήποτε ἀλλὰ ἔξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἔργασίς τῆς 'Εταιρείας, καθὼς ἐπίσης καὶ ἐλκυστῆρες καὶ τέλος τζίπς ἡ ἀντίστοιχα ὁχημάτα παντὸς εἰδούς εἰς ἀριθμὸν μη ὑπερβαίνοντα τὰ ἔξι κατὰ τὴν ἔναρξιν τῶν ἔργασιῶν καὶ μετέπειτα ἐν δι' ἔκαστον ὑμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν εἰσφορῶν καὶ τελῶν χαρτοσήμου, ὡς καὶ τῶν ὑπὲρ τρίτων εἰσπραττομένων, κατὰ τὴν εἰσαγωγὴν, φόρων.

3. 'Η 'Εταιρεία θὰ εἶναι ἐλευθέρα νὰ ἔξαγάγῃ καθ' οἰασδήποτε χρόνον δλα τὰ μηχανήματα, ἔξοπλισμὸν καὶ ὄλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν, καὶ τὰ οἰασδήποτε φύσεως σκάφη θαλάσσης καὶ φορεῖς (PLATFORMS) ἡ αὐτοκίνητα τὰ εἰσαγόμενα παρὰ τῆς 'Εταιρείας ἐν 'Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἀρθρου τούτου, ἐκτὸς ἀν αἱ διατάξεις τοῦ ἀρθρου 22 τῆς παρούσης συμβάσεως, θεοπίζουσι διαφοροτρόπως καὶ αἱ τοιαῦται εἰσαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰασδήποτε ἰδιαιτέρων ἔξουσιοι δημόσιησιν ἡ ἀδεια, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων εἰσαγωγῆς, δασμῶν ἡ ἀλλων φόρων, τελῶν, εἰσφορῶν ἡ τελῶν χαρτοσήμου.

4. 'Εν δι' περιπτώσει δι' 'Εταιρεία πωλήση ἡ ἀλλων διαβούση ἡ ἀντικείμενα τὰ δόπια εἰσήγαγε συμφώνως πρὸς τοὺς δρους τοῦ παρόντος ἀρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἔξι 'Ἑλλάδος, θὰ εἶναι ὑπὸχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἴσχυι ἔκαστοτε Νομοθεσίᾳ τῇ δυναμένῃ νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν 'Εταιρείαν ἐὰν δι πώλησις ἔχῃ γίνει εἰς τὸ 'Ἑλληνικὸν Δημόσιον ἡ ἀλλην τινὰ 'Εταιρείαν ἡ ἔργοιολάβον οἱ ὄποιοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ὡς δι' 'Εταιρεία, κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου.

"Αρθρον 12.

Εγχώριος Κατανάλωσις καὶ 'Εξαγωγαὶ

1. Τὸ 'Ἑλληνικὸν Δημόσιον καὶ δι' 'Εταιρεία συνομολογοῦν δτι δι πρωταρχικὸς ἀντικείμενος σκοπὸς τῆς παρούσης συμβάσεως εἶναι δι φοδιασμὸς τῆς ἔγχωρίου ἀγορᾶς δι' ἔγχωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς 'Εθνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποιησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν 'Ἑλλάδι.

2. «Κατάλληλον ἀργὸν πετρέλαιον» ὡς εἰς τὸ παρὸν ὑπὸ ἀριθ. 12 ἀρθρου χρησιμοποιεῖται, ἐννοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικά, ἡ σημαντικώς διάφορον ὡς πρὸς τὸ εἰδίκων αὐτοῦ βάρος ἡ ποιότητα, τοῦ ὑπὸ τοῦ 'Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἡ τῶν πρὸ τῆς ἀνακαλύψεως, Διυλιστηρίων, ἀπαιτουμένου ἀργοῦ, ἔξι διών λόγων αἱ δαπάναι λειτουργίας τοῦ ἐν λόγῳ Διυλιστηρίου ἡ τῶν πρὸ τῆς ἀνακαλύψεως Διυλιστηρίων, πρὸς παραγωγὴν τῶν ὑπὸ τοῦ προϊόντων, θὰ ὑφίσταντο σημαντικὴν αὔξησιν μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας δι' αὐτὸν ἡ αὐτά, ἡ θὰ ἀπητεῖτο ἡ προσθήκη μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ.

3. Μετὰ τὴν ὑπὸ τῆς 'Εταιρείας ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα, ὡς τοῦτο δρίζεται ἐν τῷ ἀρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, παραγωγῆς ἀργοῦ πετρέλαιον ἐν 'Ἑλλάδι, δι' 'Εταιρεία θὰ ὑποχρεούται ὅπως φορέων ἐφοδιάζῃ μὲ ἔγχωριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' διὰ διαθέτη πρὸς

τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἔγχωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ οἰαδήποτε ἄλλα Διϋλιστήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ὑπὸ τῆς ἐταιρείας ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἔγχωρίου ἀργοῦ πετρελαίου κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὅποιας ἔκαστον τοιοῦτον Διϋλιστήριον θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν βιομηχνικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ ὅποια ἔκαστον τοιοῦτον Διϋλιστήριον ἔχει τὸ δικαίωμα ἡ τὴν ὑποχέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

‘Ο ἐφοδιασμὸς τῶν τοιούτων Διϋλιστηρίων δι' ἀργοῦ πετρελαίου θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα ἐπιτραπῇ ἡ κατὰ κανονικόν καὶ ἀποτελεσματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ Διϋλιστηρίου.’ Η ὑποχρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθεις διατάξεις.

4. α) ‘Η Ἐταιρεία θὰ κέντηται εἰς οἰανδήποτε στιγμὴν τὸ δικαίωμα ἐλευθέρας ἐξαγωγῆς καθ' οἰονδήποτε τρόπον καὶ μὲ οἰαδήποτε μέσα καὶ ὑφ' οἰονδήποτε ὄρους ἥθελεν αὐτὴ καθορίσει, ἃνει ἰδιαιτέρας ἀδείας ἀλλ' ὑπὸ τὴν συνήθη ἐμπορικὴν μεθοδολογίαν ἔκάστοτε, καὶ ἃνει καταβολῆς τελῶν ἐξαγωγῆς ἡ ἑτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, πάσης παραγωγῆς πέραν τῶν ποσοτήτων τὰς ὅποιας ἡ Ἐταιρεία ὑποχρεοῦται νὰ προμηθεύῃ κατὰ τὴν παράγραφον 3 τοῦ παρόντος ἄρθρου καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἐξαγωγῶν προϊόντων εἰς τὸ ἐξωτερικὸν ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ἀναφέρεται. Ἀσκοῦσα τὸ δικαίωμα τοῦτο ἡ Ἐταιρεία θὰ προσπαθῇ νὰ ἐξάγῃ ποσότητας ἀργοῦ πετρελαίου ὑπὸ αὐτῆς παραχωμένου καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγρ. 3 διατυπωθεῖσῶν, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία θὰ διαθέτῃ καταλλήλους ἀγοράς διὰ τοιαύτας ποσότητας.

“Οταν ἡ Ἐταιρεία δὲν θὰ διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὅπότε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπὸ αὐτοῦ ἡ τρίτων ἀγοράν τοῦ πλεονάζοντος ἀργοῦ εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE), ὑπὸ τὸν ὄρον ὅτι θὰ συμφωνήσουν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἀμοιβαίως ἴκανοποιητικοὶ δροὶ καὶ συνθήκαι περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων, ἐντὸς ὅμως, τῶν ἐν παράγρ. 3 τοῦ ἄρθρου 6 περιοριστικῶν διατάξεων.

β) Εἰς περίπτωσιν καθ' ἣν ἡ Ἐταιρεία ἐξαγάγῃ ἔγχωριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν λοιπῶν ἔγχωριών Διϋλιστηρίων, περὶ ὧν ἡ παραγραφος 9 β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν, ἡ Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ἵσην ποσότητα ἔγχωρίου ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον ὄρον τῶν καθαρῶν τιμῶν εἰς τὰς ὅποιας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἐταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ὑπὸ τὸν ὄρον : (1) διὰ τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πρὸς ἐν ἡ πλείονα τῶν ἔγχωριών Διϋλιστηρίων διὰ τὴν βιομηχνικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἔγχωριον ἀγοράν, καὶ (2) διὰ ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγούμενη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ θὰ λογίζεται εἰς τημηματικὴν ἐπιπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παράγρ. 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἐταιρείας ὅπως προμηθεύῃ ἀργὸν πετρέλαιον. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἔγχωριον ἀργὸν πρὸς ἐν ἡ πλείονα τῶν ἔγχωριών Διϋλιστηρίων ὑπὸ ὄρους καὶ συνθήκας τῆς ἔκλογῆς του. Μέχρι τοῦ σημείου καθ' ὁ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιούτου ἀργοῦ δικαιώματα αὐτοῦ εἰς ἐν ἡ πλείονα τῶν ἔγχωριών Διϋλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διϋλιστηρίων, ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγοράν ἔγχωρίου ἀργοῦ

θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἔκαστον Διϋλιστηρίου μεταβιβασθείσης ποσότητος ἀργοῦ.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἔγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου· καὶ ἄλλων ἐν τῇ Χώρᾳ ὑφισταμένων Διϋλιστηρίων κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἔχασφαλίσῃ διὰ εἰς τὸ τὸ πότε τῆς Ἐταιρείας ἐν Ἑλλάδι παραχωμένον ἀργὸν πετρέλαιον, ὑπὸ τὸν ὄρον διὰ τὴν ἐννοιακή τῆς παραγόμενην ἔγχωριον ἀργὸν θὰ ἔκποτίσῃ, ἡ Ἐταιρεία ἡ αἱ ὑπὸ αὐτῆς συγγενεῖς Ἐταιρεῖαι, εἰς τὴν ὅποιαν ἡ εἰς τὰς ὅποιας δινάμει οἰωνδήποτε συμβάσεων, θέλει παραχωρηθῇ δικαίωμα εἰσαγωγῆς ἀργοῦ, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίου καὶ ἄλλα ἔγχωρια Διϋλιστηρία μὲ εἰσαγόμενον ἀργὸν πετρέλαιον εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸν τούλαχιστον ποσοστὸν ἐπὶ τὸν συνόλου τῶν εἰσαγόμενων ἐν Ἑλλάδι ποσοτήτων ἀργοῦ πετρελαίου, ὡς τὸ ἐπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Η Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἔγχωριον ἀργὸν κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου ὁρίζομενα, καθ' ὑπέρβασιν τῶν ποσοτήτων ἡ ἀγορὰ τῶν ὅποιων προβλέπεται ἐν αὐτῷ.

6. “Ινα ἐκπληρωθῇ κατὰ τὸν βραχύτερον δυνατὸν χρόνον ὁ εἰς τὴν παράγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερόμενος πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω :

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

β) “Οτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἴσχύος τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον θὰ ἀσκήσῃ πᾶσαν προσπάθειαν ἵνα ἐξασφαλισθῇ εἰς ἡν ἔκτασιν αἱ ὑφιστάμεναι συμβατίκαι ὑποχρεώσεις θὰ τὸ ἐπιτρέπουν ὅτι εἰς δλας τὰς νέας συμβατικὰς ὑποχρεώσεις διὰ τὴν προμήθειαν ἀργοῦ πετρελαίου καὶ προϊόντων, καὶ πᾶσας τὰς παρατάσεις, ἀνανεώσεις ἡ ὑποκαταστάσεις εἴτε τῶν σήμερον ὑφισταμένων ἡ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, θὰ περιέχηται πᾶσα λογικὴ καὶ νόμιμος ἐντὸς τῶν ὄρων τῆς ἐξουσίας τοῦ Ἑλληνικοῦ Δημόσιου διάταξις, ἵνα ἐπιτραπῇ ἡ ὑπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἔγχωρίου ἀργοῦ πετρελαίου, αἱ διόποιαι καθορίζονται εἰς τὴν παράγρ. 3 τοῦ παρόντος ἄρθρου εἰς τὸν συντομώτατον δυνατὸν χρόνον μετὰ τὴν ἐναρξήν τῆς εἰς ἐμπορικήν κλίμακα ἐκμεταλλεύσεως τῆς παραγωγῆς ἀργοῦ πετρελαίου. Ἐν τούτοις, αἱ διατάξεις τῆς παραγρ. 6 β) τοῦ παρόντος δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἴτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνδὸς ἔτους, εἴτε διληγότερον τοῦ ἐνδὸς ἔτους καὶ αἴτινες ἔχουσιν ὑπογραφή πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) “Ἐὰν παρὰ τὰς καταβαλλομένας ἀρίστας προσταθείας τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παραγρ. 5 καὶ 6 ἐδάφ. α) καὶ β) τοῦ παρόντος ἄρθρου προβλεφθέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἰναι οὐχ ἥττον ὑποχρεωμένον νὰ ἔχασφαλίσῃ διὰ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημόσιου προσταθείας προσταθείας τὸ

νικού Κρατικού Διυλιστηρίου και των άλλων έγχωριών Διυλιστηρίων άγοράν ποσότητος ύπό της 'Εταιρείας παραγομένου καταλλήλου άργου ίσης πρός (30%) τριάκοντα τοις έκατον τούλαχιστον της δυναμικότητος κατεργασίας του 'Ελληνικού Κρατικού Διυλιστηρίου.

δ) Ανεξαρτήτως τῶν ὡς δύνων εἰς τὴν παροῦσαν παράγρ. 6 ἀναφερομένων, ἡ Ἐταιρεία δὲν θὰ ἔχῃ οἰνοδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰνοδήποτε τρόπον προκύπτον ἐκ τῶν δρων τῆς παρούσης Συμβάσεως, ὅπως παρεμβαίνῃ, ἀντιτίθηται ἡ ζητητὴ ἀπὸ τὸ Ἐλληνικὸν Δημόσιον τροποποίησιν ἢ καθ' οἰνοδήποτε τρόπον μεταβολὴν τῶν δρων τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου, ἢ πετρελαιοειδῶν προϊόντων, ἢ μὲ τὴν ἔδρυσιν Διϋλιστηρίων ἐν τῇ χώρᾳ, τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἢ τοιούτων συμβάσεων ἀς τὸ Ἐλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἥν ἡ Ἐταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον δτὶ ἀνεκάλυψε κατάλληλον ἀργὸν πετρελαίου εἰς ἐμπορευόμους ποσότητας, ἢ μετὰ τὴν τοιαύτην ἡμερομηνίαν καὶ ἐφ' ὅσον τὸ Ἐλληνικὸν Δημόσιον προβλέπει τὴν χρησιμοποίησιν ὑπὸ τῶν Ἐλληνικῶν Διϋλιστηρίων τῶν ποσοτήτων τοῦ τοιούτου ἀργοῦ πετρελαίου τοῦ παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἐλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου δρίου τῶν ὑποχρεώσεων τῶν δριζομένων εἰς τὴν παροῦσαν παράγραφον 6.

7. 'Εφ' ὅσον ὑπάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ ἐν 'Ελλάδι εἰς οἰνόδηποτε χρόνον κατὰ τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς 'Εταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ 'Ελληνικοῦ Δημοσίου ἡ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τοῦ ὑπὸ τῆς 'Εταιρείας ἐν 'Ελλάδι παραγομένου καταλλήλου ἀργοῦ, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς 'Εταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν 'Ελλάδι παρ' ὅλων τῶν παραγωγῶν.

8. Έαν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, διὰ τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἀργὸν εἶναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον ἢ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διϋλιστήρια, τότε, ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων καὶ ἡ ὑποχρέωσις τῆς Ἐταιρείας, διὰ προμηθεύη εἰς τὰ ἐν λόγῳ Διϋλιστήρια ἐγχωρίου ἀργόν, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἰκανοποιητικῆς ρυθμίσεως διὰ τῆς ὅποιας θὰ καθίστατο δυνατὴ ἡ ἐπίτευξις τοῦ εἰς τὴν ὡς ἄνω παραγρ. 1 τεθέντος πρωταρχικοῦ ἀντικειμενικοῦ σκοποῦ. Ἐάν δὲν καταστῇ δυνατὴ ἡ ἐπίτευξις τοιαύτης ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως, τότε αἱ ὡς ἄνω ἀναφερόμεναι ὀντίστοιχοι ὑποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας θὰ τερματισθοῦν, μέχρις διου τοιοῦτον ἀργὸν ἢ ἄλλον ἀργὸν παραχθῆσόμενον ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι, καταστῇ κατάλληλον πρὸς χρῆσιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ Διϋλιστήρια, ὑπὸ τὸν δρόν δύμας, διὰ τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διϋλιστήρια, διὰ προσάρτου τὸ τοιοῦτον ἀκατάλληλον ἀργὸν πετρέλαιον μέχρι τοῦ σημείου, κατὰ τὸ ὅποιον θὰ δύναται νὰ χρησιμοποιηθῇ τοῦτο εἰς τὰ Διϋλιστήρια μὲ τὴν προϋπόθεσιν διὰ εἰς τὴν προκειμένην περίπτωσιν ἡ λειτουργία τῶν εἰρημένων Διϋλιστηρίων δὲν θὰ καταλήξῃ εἰς οἰανδήποτε ταλαιπωρίαν των. Ἐπιπρόσθετως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ διὰ προσάρτου τὸν πληρεστέραν συνεργασίαν του ὑπὸ μορφὴν πρωθήσεως τῆς χρησιμοποιήσεως τοῦ τοιούτου ἀκατάλληλου ἀργοῦ πετρέλαιου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. α) Πρὸν ἦ ἡ Ἐταιρεία καταστῇ ἔξαγωγεύς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ὃν θά ύποχρεούται τὸ Ἑλληνικὸν Κρατικό Διυλιστήριον καὶ οἰονδήποτε ἔτεον ἐν Ἑλλάδι ύπάρχον

Διώλιστηριον, νά ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἔργοταξίου τῆς Ἐταιρείας ἡ δὲ τιμὴ αὕτη θὰ εἶναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δεδηλωμένης τιμῆς ἢ τιμῶν, ὡς αὗται παρουσιάζονται εἰς τὸ PLATTS OIL-GRAM ἢ ἄλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν. Λίβανον BANIAS, Συρίαν καὶ Λιβύην, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) "Οταν ή 'Εταιρεία καταστή έξαγωγεςς άργον πετρελαιού και καθορίση έν 'Ελλάδι δεδηλωμένην (POSTED) τιμήν εἰς τους άποθηκευτικούς χώρους τοῦ ἐργοταξίου της, ή τιμήν εἰς ήν τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον και ἄλλα έν 'Ελλάδι ύπαρχοντα Διυλιστήρια ύποχρεοῦνται νὰ ἀγοράζουν άργον πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμή. Εἰς τὴν τοιαύτην δεδηλωμένην τιμήν θὰ λαμβάνωνται ύπ' ὅψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἔκεινον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ύπ' ὅψιν τὰ ποιοτικὰ χαρακτηριστικὰ και η τοποθεσία τοῦ έξαγομένου άργου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑ-
ταιρείαν ποσδῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογο-
νάνθρακας θὰ γίνωνται ἐντὸς ἑξήκοντα ἡμερῶν ἀπὸ τῆς ἡμε-
ρομηνίας τῆς ὑπὸ αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογα-
ριασμοῦ. Ἐὰν ἡ Ἑταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσδῶν
ἐντὸς ἑξήκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου
λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἡ Ἑταιρεία δύναται, ἀνευ
βλάβης οἰωνοδήποτε νομίμων δικαιωμάτων της, νὰ συμψήφιζῃ
τοιαῦτα ἀπαιτητὰ ποσά πρὸς ἄλλα ποσά, τὰ ὅποια θὰ ἔκαλεῖτο
ἡ Ἑταιρεία ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἄλλως, ὅπως κα-
ταβάλῃ.

11. 'Εάν ή 'Εταιρεία ἔχῃ εἰς τὴν ίδιοκτησίαν της καὶ ἐκ-
μεταλλεύεται ἐν 'Ελλάδι οἷουσδήποτε σωληναγωγούς διὰ τὴν
μεταφορὰν ἀργοῦ πετρελαίου καὶ ή ἀγωγούς ἀερίων, τὸ 'Ελ-
ληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν 'Εταιρείαν νὰ
μεταφέρῃ τὸ ὑπὸ αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν καὶ ή φυ-
σικὸν ἀέριον, μέσω τῶν τοιούτων ἀγωγῶν ἀργοῦ καὶ ή ἀγω-
γῶν ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ του γώ-
ρου, εἴτε μέχρις οἷουδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς
αὐτὸν ἀγούσης ὁδοῦ. 'Η μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς
'Εταιρείας εἰς τιμὴν κόστους πλέον 10 τοῦς ἑκατόν. 'Η παροῦ-
σα παράγραφος 11 δὲν θὰ ἐμρηνεύεται ως ὑποχρέωσις τῆς 'Ε-
ταιρείας νὰ κατασκευάσῃ οἷουσδήποτε σωληναγωγούς ἀργοῦ
πετρελαίου ή ἀγωγούς ἀερίων η οἰασδήποτε ἐγκαταστάσεις
μεταφορᾶς ἐπὶ πλέον τῶν ὅσων θὰ ἔχῃ ἀνά πᾶσαν στιγμὴν εἰς
τὴν ίδιοκτησίαν της καὶ ή ὑπὸ ἐκμετάλλευσιν, οὔτε νὰ ἀνε-
γείρῃ οἰασδήποτε προσθέτους ἐγκαταστάσεις σχετικάς πρὸς
τοιούτους σωληναγωγούς η ἄλλας ἐγκαταστάσεις μεταφορᾶς,
ἐκτὸς ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἴκανοποιητικὴ
συμφωνία πρὸς τοῦτο μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ
τῆς 'Εταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου καθορισμοῦ τῆς εἰς δρχ. τιμῆς τοῦ ἀργοῦ, αἱ ἐφαρμοστέαι τιμαὶ διεθνοῦς ἀγορᾶς καὶ αἱ διαπάναι μεταφορᾶς ἐφ' ὅσον διεπωθήσον εἰς ἔξωτερικὸν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἄρθρου 13 ὄριζόμενα εἰς τὸ ἴσοτιμὸν των εἰς δρχ. μὲ τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς δοπίας ἡ Ἐταιρεία δικαιουῖται νὰ ἀγοράσῃ ἔνον συνάλλαγμα μὲ δραχμὰς κατὰ τὴν διάταξιν τοῦ ἀντιστοίχου ἱμερολογιακοῦ ἀηδόνος.

"Aegean 13

Συνέλαση της Εξωτερικής

1. 'Εφ' ὅσον ἡ Ἐταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατά τὸ δόθρον 12, αἱ ἐργασίαι κατὰ τὴν παροῦσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς Ἐταιρείας διὰ τῶν εἰς ζένον συνάλλαγμα κεφαλαίων της καὶ κατὰ τὸν ἀκόλουθον τρόπον :

α) Διά τῆς μετατροπῆς εἰς δρχ. (GREEK CURRENCY) μέσω Τραπεζῶν ἡ προσώπων ἐπισήμως ἔξουσιοδοτημένων νά ἐνεργοῦν πράξεις εἰς Ἐλληνικάς δρχ. καὶ ξένον συνάλλαγμα δολαρίων Η.Π.Α. ἡ ξένον συνάλλαγματος ἐλευθέρως μετατρεψίμου εἰς δολάρια Η.Π.Α., εἰς ποσότητας ἐπαρκεῖς διὰ νά καλύψωσι τὰς εἰς δρχ. δαπάνας τῶν ἐργασιῶν της εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν της πρὸς τὸ Ἐλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς καὶ ἡ μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἴδιου αὐτῆς συνάλλαγματος καὶ τῆς ἐλευθέρως καὶ ἀπειρούστου εἰσαγωγῆς καὶ ἡ χρησιμοποίησεως εἰς Ἐλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἰστρήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτουμένων ὑπὸ τῆς Ἐταιρείας καὶ διὰ τὰς ἐργασίας περὶ ὅν ἡ παροῦσα σύμβασις.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀντικειταῖ τὰς εἰς μετρητὰ ὑποχρεώσεις της διὰ τὰς ἐργασίας της ἐν Ἐλλάδι, συμπειριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἐλληνικὸν Δημόσιον, ὑπὸ μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δρχ. ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἐταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἐγχώριον ἀγορὰν πωλήσεων.

"Οταν τὰ εἰς δρχ. ἔσοδα τῆς Ἐταιρείας ὑπερβαίνουν τὰς εἰς δρχ. ἀνάγκας τῶν ἐργασιῶν εἰς μετρητά, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγχώριου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἐλληνικῶν δρχ. εἰς δολ. Η.Π.Α. καὶ ἡ, κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἐλλάδος, εἰς ἕτερον συνάλλαγμα μετατρέψιμον εἰς δολ. Η.Π.Α. Ἡ Ἐταιρεία ἐν τούτοις δικαιοῦται ὥσαντως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἐλλάδι τὰ τοιαῦτα εἰς δρχ. πλεονάσματά της ἡ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐπόκους καταθέσεις ἡ χρεωγραφαὶ ἡ οἰνδήποτε ἐπέρχονται ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαποὺς κατὰ τοὺς ἐν Ἐλλάδι γενικῶς ἰσχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἐλλάδι ὡς καὶ αἱ περὶ δεσμεύσεως διμολογιῶν καὶ μετοχῶν ἡ ἐτέρων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Ἐταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἔγκρισιν τοῦ Ἐλληνικοῦ Δημοσίου, ήτις ἐγκρισις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

3. α) Ἡ Ἐταιρεία θὰ δικαιοῦται ὧσαντως νὰ παρακρατῇ εἰς τὸ ἔξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προϊὸν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δρχ. ἀναγκῶν διὰ τὰς ἐργασίας τῆς Ἐταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϊόντος ἐξ ἐκδόσεως μετοχῶν (STOCK) δανείων οἰστρήποτε μορφῆς καὶ διλῶν προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἔξωτερικὸν πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12 ἡ ἐξ ἀλλων πηγῶν ὡς καὶ πλεονασμάτων εἰς δρχ. μεταφερθέντων ἐξ Ἐλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

β) Ἀντιτέτως, ἐὰν τὰ εἰς δρχ. ἔσοδα ἐκ τῆς ἐγχώριου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας της ἀναγκῶν εἰς δρχ. τότε ἡ Ἐταιρεία θὰ μετατρέπῃ εἰς δρχ. μέσω Τραπεζῶν ἡ προσώπων νομίμως ἔξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δρχ. καὶ ξένον συνάλλαγμα μετατρέψιμον εἰς δολ. Η.Π.Α. εἰς ποσότητας ἐξαρκούσας πρὸς ἀντιτετώπισταν τῶν διὰ τὰς ἐργασίας της εἰς δρχ. ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχεῖον β) ὡς ἔνω τῆς παρούσης παραγράφου 3, τὸ Ἐλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν νὰ μεταφέρῃ εἰς Ἐλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολ. Η.Π.Α. ὑπὸ τὸν δρόν διὰ :

(ι) Τοιοῦτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἐξαγόραντων ἐξ Ἐλλάδος.

(ii) Ἡ Ἐταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἡ νὰ αἰξήσῃ τὸν δρόν τῶν ἐξαγωγῶν της ἐὰν αὕτη ἀπήγει πληρωμὴν εἰς δολ.

Η.Π.Α. ἡ ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολ. Η.Π.Α.

(ιι) Τὸ Ἐλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ τὴν χρησιμοποίησιν τοιούτου συνάλλαγματος οἰκονομικῶν δυνατήν, βάσει τῶν ισχυουσῶν κατὰ τὸν χρόνον ἐκεῖνον διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὧσαντως διὰ ἡ κατοχὴ ξένου συνάλλαγματος εἰς τὸ ἔξωτερικὸν συμφώνως τῷ παρόντι ἄρθρῳ θὰ καθιστᾶται εἰς τὴν Ἐταιρείαν δυνατήν τὴν κάλυψιν πλήρως, τῶν βάσεων τῆς παρούσης συμβάσεως εἰς συνάλλαγμα διαπανῶν της, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἡ μισθώσεων μηχανημάτων, ἐφοδίων, ὑλικῶν ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς βάσει τῆς παρούσης συμβάσεως ἐργασίας αὐτῆς.

5. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης συμβάσεως πλεονάσματα εἰς δρχ. τῆς Ἐταιρείας ἐκ τῶν ἀναγκῶν της εἰς μετρητὰ διὰ τὰς ἐργασίας της εἰς δρχ. καὶ πλεονάσματα κεφαλαίων εἰς δρχ. θὰ ἐρμηνεύεται ὡς σημαίνοντα πᾶν ποσὸν δρχ. μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιπροθέσμων καὶ πληρωτέων ὑποχρεώσεων τῆς Ἐταιρείας τῶν ἐπομένων τριάκοντα (30) ἡμερῶν εἰς δρχ. διὰ τὰς ἐγχώριους ἀνάγκας τῆς ἐργασίας, στρεμματικῶν φόρων, φόρων, μισθωμάτων καὶ ὑπολοίπων εἰς δρχ. ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἐλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἐταιρείας μέσω Τραπεζῶν ἡ προσώπων ἔξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δρχ. καὶ ξένον συνάλλαγμα εἰς δολ. Η.Π.Α. ἡ ἀλλων μετατρέψιμων εἰς δολ. Η.Π.Α. νομιμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δρχ. πλεονασμάτων. Τὸ τοιοῦτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀμέσως καὶ ἀγένι καθυστερήσεως διόπταν ζητεῖται ἐπὶ τῇ βεβαιώσει τῆς Ἐταιρείας διὰ ἡ αἵτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δρχ. τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. Ἡ Ἐταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἐλλάδος ἡ τοὺς ἔξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἐβδομαδαίως καὶ μηνιαίως καταστάσεις ἀναγκαῖας εἰς τὴν Τράπεζαν τῆς Ἐλλάδος ἡ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐξακρίβωσιν διὰ ἡ μεταφορὰ κεφαλαίων ἡ πραγματοποιηθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰς δρχ. πλεονασμάτων κατὰ τοὺς δρόους τῆς παρούσης συμβάσεως.

7. Ἐὰν ἡ Ἐταιρεία ρευστοποιήσῃ ἐν Ἐλλάδι οἰονδήποτε κινητὸν ἡ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Ἐλλάδι, ἡ Τράπεζα τῆς Ἐλλάδος θὰ θέτῃ ἀμέσως καὶ ἀγένι καθυστερήσεως εἰς τὴν διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζης ἡ μέσω ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δρχ. ἡ ξένον συνάλλαγμα ποσὸν εἰς δολ. Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. (α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν της συμφώνων πρὸς τὴν παρούσαν σύμβασιν ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσω οἰστρήποτε Τραπέζης ἡ Πράκτορος νομίμως ἔξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συνάλλαγματος οὐχὶ διλιγάτερον εὔνοιακὴν τῆς ἰσχυούσης γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συνάλλαγματος θὰ περιλαμβάνῃ πᾶν «πρὶ» συνάλλαγματος ἐπιβαρύνσεις διαφορὰν ἐπὶ ἔλαττον (AGIOS) φόρους συνάλλαγματος καὶ μεσιτείας οἰστρήποτε φύσεως τυχὸν ἐπιτρεπομένας ἡ ἐπιβαλλομένας παρὰ τοῦ Ἐλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἡ πωλήσεως συνάλλαγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

(β) Συμφωνεῖται περαιτέρω διὰ ἐὰν τὸ Ἐλληνικὸν Δημόσιον θελεῖν οἰσθεῖσει σύστημα διαφορικῶν τιμῶν συνάλλαγματος ἡ σύστημα πολλαπλῶν PRIMES ἐξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συνάλλαγματος εἰς τὴν ὄποιαν ἡ Ἐταιρεία θὰ δυναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα δὲν θὰ εἴναι ἐπίσης διλιγάτερον εὔνοιακὴ ἀπὸ τὸν

σταθμιζόμενον μέσον δρον (WEIGHTED AVERAGE) τῶν πραγματικῶν (EFFECTIVE) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἔξαγωγῶν μεταλλευμάτων ἐξ 'Ελλάδος.

Τοιοῦτος σταθμιζόμενος μέσος δρος (WEIGHTED AVERAGE) θὰ υπολογίζηται ἀνευ καθυστερήσεως καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως καὶ ἡ τιμὴ θὰ κρατήται ὅσον τὸ δυνατόν τρέχουσα χρησιμοποιουμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἔξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἄξινα ἡ 'Εταιρεία τυχὸν τηρεῖ εἰς 'Ελληνικὸν νόμισμα, ἡ 'Εταιρεία διὰ τὰ λογιστικὰ βιβλία τῆς μόνον θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας τῆς, ἐπιβαρύνοντας καὶ ὑποχρεώσεις τῆς ὡς καὶ τὰ εἰς ἔνον συνάλλαγμα ἔσοδά τῆς τὰ προερχόμενα ἀπὸ πωλήσεις εἰς τὸ ἔξωτερικὸν καὶ ἄλλας πηγὰς, εἰς τὴν εἰς δρ. ἀντιστοιχίαν τῶν καὶ εἰς τιμὴν ὡς καθορίζεται αὐτῇ ἐν τῇ προηγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ 'Εταιρεία δικαιοῦται νὰ ἀγοράζῃ δρ. διὰ ἔνου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἐκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς 'Εταιρείας.

10. Ἐὰν καὶ ὅποταν ἡ Τραπέζη τῆς 'Ελλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολ. Η.Π.Α. αἱ τιμαὶ συναλλάγματος διὰ δολ. Η.Π.Α. ὡς καθορίζεται ἐν παρ. 12 τοῦ ἄρθρου 12 ὡς καὶ ἐν τῇ ὡς ἄνω παρ. 9 τοῦ παρόντος ἄρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης 'Ελληνικῆς ἢ ἔνεις Τραπέζης τῆς ἐγκρίσεως τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παρ. 8 τοῦ παρόντος ἄρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν 'Αθήναις ἢ Νέᾳ Ὑόρκῃ κατὰ τὸ τέλος τῆς ἐργασίου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ἔναν νομίσματα θὰ χορηγούνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσω 'Ελληνικῶν ἢ ἔνων Τραπέζων ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου παρὰ τῆς 'Εταιρείας.

''Αρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς 'Εταιρείας

1. Ἡ 'Εταιρεία ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπασῶν τῶν ἐργασιῶν τῆς, ἐρευνητικῶν, γεωτρήσεων, παραγωγῆς μεταφορᾶς καὶ πωλήσεων.

2. Ἡ 'Εταιρεία θὰ ὑποβάλῃ εἰς 4/πλοῦν εἰς τὸ 'Υπουργεῖον Βιομηχανίας τριμηνίας καὶ ἐτήσιας ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

'Επεξηγηματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὕδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς 'Εταιρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνουμένου διτὸς ἀρμόδιοι ἔξουσιοι δοτημένοι ἀντιπρόσωποι τοῦ 'Ελληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικόν. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὑλικὸν δι' ἰδίαν αὐτοῦ χρῆσιν, ἡ 'Εταιρεία θὰ συμμορφοῦται πρὸς τὸ αἰτήμα τοῦτο ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις τοιαύτας δαπάνας διὰ τὴν 'Εταιρείαν καὶ δὲν καθυστερεῖ ἡ ἐμποδίζει τὰς ἐργασίας τῆς καθ' οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἔξυπηρητήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν 'Υπηρεσιῶν τοῦ 'Ελληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν 'Ελλάδα, ἡ 'Εταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον εἰς 4) πλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων τῶν πληροφοριῶν καὶ ἐργασιῶν ἀπὸ τὴν 'Εταιρείαν καὶ τοὺς ἐργολάβους ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις διτὶ διλαμβάνοντας τὰς ἐργασίας τῆς 'Εταιρείας ὡς καὶ

τῶν ὑπὸ αὐτῆς ἐλέγχομένων καὶ συνεργαζομένων 'Εταιρείων καὶ οἰαδήποτε συμπεράσματα κτώμενα ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ 'Εταιρείων ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦται εἰς τὸ 'Ελληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς 'Εταιρείας.

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

α) Διὰ τὴν σεισμικὴν ἔρευναν :

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

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

(3) Πλήρης σειρὰ δλων τῶν συνταχθέντων, ἰδιαιτέρως δι' ἔκαστον συνεχῆ ὄριζοντα χαρτῶν ἴσοχρόνων καμπυλῶν (MAPS OF ISOCRHONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

(4) Τεχνικαὶ ἐκθέσεις περὶ τῶν ἐν ἐπὶ τόπου τῶν ἔργων χρησιμοποιηθειῶν μεθόδων.

β) Διὰ τὴν γεωτρητικὴν ἔρευναν :

(1) Ἐβδομαδιαίον δελτίον προόδου γεωτρητικῆς ἐργασίας.

(2) Στρωματογραφικαὶ καὶ λιθολογικαὶ τομαὶ τῶν γεωτρήσεων (STRATIGRAPHICAL AND LITHOLOGICAL LOG OF DRILL-HOLES).

(3) Συνεχῆς σειρὰ δειγμάτων τῶν γεωτρήσεων (CUTTINGS).

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις SCHULUM-BERGER (THE DIFFERENT LOGGINGS).

Τὰ ἀντίγραφα τῶν ἐγγράφων (COPIES OF RECORDINGS) διὰ τὰς ἀκολούθους μετρήσεις ἐντὸς τῶν γεωτρήσεων (δι' δσας ἐξ αὐτῶν ξθελον ἔκτελεσθη) :

(1) Ἔγγραφὴ ἡλεκτρικῆς εἰδίκης ἀντιστάσεως, (ELECTRICAL RESISTIVITY LOGGING).

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

(3) Ἔγγραφὴ ἀκτίνων γ καὶ νετρονίων (γ -RAY AND NEUTRON LOGGING).

(4) Ἔγγραφὴ ταχύτητος σεισμικῶν κυμάτων (VELOCITY LOGGING).

(5) Ἔγγραφὴ LATEROLOG-MICROLATEROLOG.

(6) Ἔγγραφὴ κλίσεως καὶ παρατάξεως στρωμάτων (DIPSTRIKE LOGGING).

4. Ἡ 'Εταιρεία θὰ γνωστοποιῇ εἰς τὸ 'Υπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ αὐτῆς δι' οἰαδήποτε φρέατα, τὴν ἔναρξιν καὶ συμπλήρωσιν τῶν ἐργασῶν γεωτρήσεως ἢ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὐτῇ εἶναι πρόσθετος τῆς ὡς ἄνω ὑπὸ στοιχείων 2 ὑποχρεώσεως ὑποβολῆς τριμηνίας καὶ ἐτήσιων καταστάσεων.

5. Οἰκονομικαὶ ἐκθέσεις τῆς 'Εταιρείας θὰ ὑποβάλλωνται ὑπὸ τῆς 'Εταιρείας εἰς τὸ 'Υπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περιόδου.

Τὸ 'Υπουργεῖον Βιομηχανίας καὶ ἄλλαι ἔξουσιοι δοτημέναι 'Υπηρεσίαι θὰ δικαιοῦνται νὰ ἐπινεωροῦν κατὰ λογικὰ χρονικὰ δικαιούματα μετὰ προηγουμένην εἰδοποίησιν τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς 'Εταιρείας κατὰ τρόπον δημοσίου μη παρακινούντα τὰς ἐργασίας τῆς 'Εταιρείας, πρὸς τὸν σκοπὸν τῆς βεβιώσεως τῆς ἀκριβείας τῶν ἐγγραφῶν.

6. 'Εξουσιοδοτημένοις ἀντιπρόσωποι τοῦ 'Υπουργείου Βιομηχανίας καὶ εἰδίκων τομῶν τῶν ἐπιστημονικῶν καὶ τεχνικῶν 'Υπηρεσιῶν τοῦ 'Ελληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς 'Εταιρείας πρὸς τὸν σκοπὸν ὑπὸ λαμβάνονται γνῶσιν τῶν ιεπτηματικῶν τῆς πρωτότοπων τούτων. Λί έπισκεψεὶς αὗται θὰ λαμβάνονται γράφων κατὰ τρόπον ὥστε γιὰ μη παρακινούνται καὶ τρέχουσαι ἐργασίαι τῆς 'Εταιρείας.

7. Εξαιρέσει γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ συνολικόν βάθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχὴν τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἔκθεσιν καὶ ὑλικὸν διαβιβάζομενα ὑπὸ τῆς Ἐταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἐταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὡρισμένην τινὰ πληροφορίαν ὅτι ἀπαλλάσσει τοῦτο τῆς ὑποχρεώσεως ταύτης.

8. Κατ' ἔξαρτεσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως των ἡ ἔτερους σκοπούς, τὰ ἐπιστημονικὰ ἡ τεχνικὰ στοιχεῖα καὶ πληροφορίας παραχωρουμένας πρὸς τοῦτο ὑπὸ τῆς Ἐταιρείας τρία (3) ἔτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐν σχέσει πρὸς ὡρισμένην ἐρευνητικὴν περιοχὴν ἡ παραχώρησιν εἰς ἦν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἡ ἀμέσως μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως.

Ἡ Ἐταιρεία δὲν θὰ ἀρνήσαι ἀναιτίως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισιν τῆς διὰ τὴν δημοσιεύσιν ἡ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσιεύσεως ἡ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθορίζομένων εἰδικῶν τυμημάτων ἐκ τῶν παρὰ τῆς Ἐταιρείας δοθεισῶν πληροφοριῶν ἐὰν κατὰ τὴν κρίσιν τῆς Ἐταιρείας τοῦτο δύναται νὰ γίνη ἁνεύ ζημιάς τῶν συμφερόντων αὐτῆς.

"Ἀρθρον 15.

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

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

Ἐὰν οἱ ἀναγκαιοῦντες χῶροι ἀνήκωσιν εἰς ἴδιωτας ἡ ἔτερα νομικὰ πρόσωπα ἡ κατάληψις τούτων θὰ πραγματοποιῆται βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιοῦσαι διὰ τὰς ἔρευνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ζένων ἴδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περικλειουσῶν ὑπόγεια ὑδάτα, ἐπιφανειακὰ ὑδάτα ἡ πηγάς, θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἐταιρείας.

Αἱ περὶ προστασίας τῆς ἴδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεων ὑπὲρτῶν ἀναγκῶν ἐκμετάλλευσεως μεταλλείων διατάξεις τοῦ μεταλλευτικοῦ Κώδικος ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἔτερων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν ἡ εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὁρίζομενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ἴδιοκτῆται ἡ κάτοιχοι ἀγροτικῶν ἡ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνῶσεων μεταφορᾶς ὑδρογονανθράκων ἡ, καὶ ὅπου ἡ ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἡ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν σωληνῶσεων. Προσέτι οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέγωνται πᾶσαν ἐν γένει ἀναγκαῖαν ἐργασίαν, διὰ τὴν κατασκευήν, χρῆσιν, συντήρησιν ἡ ἐπισκευὴν τῶν σωληνῶσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἐταιρείας βλάπτεται ἡ ἴδιοκτησία ἡ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἴδιωτων, φυσικῶν ἡ νομικῶν προσώπων ἐξαρέσει τῆς ἴδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἀποζημιώσις καθορίζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἐκάστοτε ἰσχυούσας διατάξεις.

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

Ἡ Ἐταιρεία δικαιοῦται προσέτι νὰ ποιῆται χρῆσιν τηρούσσα τὰς οἰκείας διατάξεις τοῦ A.N. 1540/1938 ἀρθρον 12 καὶ τοῦ A.N. 2344/1940 περὶ αἴγιαλοῦ καὶ παραλίας καὶ παντὸς ἔτερου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωῶν λιμένων, προκυμαιῶν καὶ δρμών 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 δρμών δυσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν δύοιαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἁνεύ σοβαρῶν λόγων.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς Ἐταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεών της βάσει τῆς παρούσης συμβάσεως, διειλόμεναι εἰς ἔλλειψιν ἀπαραιτήτου διὰ τὰς ἐργασίας ἐνεργείας ἡ ἀδείας οἰασδήποτε Κρατικῆς ἡ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς Ἐταιρείας θὰ θεωρῆται ἀνωτέρα βίᾳ, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίᾳ.

"Ἀρθρον 16.

Χρησιμοποίησις ἐργολάβων

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

2. Τὸ πλῆρες κείμενον δλῶν τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, ὡς ἐν προηγουμένῃ παραγγάφῳ 1, θὰ ἀνακοινοῦται ὑπὸ τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

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

Αἱ διατάξεις τοῦ ἀρθρου 13 τοῦ παρόντος θὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλομέναι εἰς τοὺς ἐργολάβους ὑπὸ τῆς Ἐταιρείας κατὰ τὴν διάρκειαν οἰασδήποτε διαχειριστικῆς περιόδου θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνως πρὸς τὰ ἐφ' ἀρθρῷ 3 τῆς παρούσης συμβάσεως ὁρίζομενα.

5. Η ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς Ἐταιρείας ἐργασία θὰ θεωρῆται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἔννοιαν τῶν ἀρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. Η Ἐταιρεία ὑπέχει οὐχ ἡ τον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνας.

"Ἀρθρον 17.

Απασχόλησις Ἑλληνικοῦ καὶ ξένου προσωπικοῦ

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, διευθύνον τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικὸν εἴτε πρόκειται περὶ Ἑλλήνων ὑπηκόων εἴτε περὶ ἀλλοδαπῶν, οἷον ἡθελεν κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἐκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξίδιων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφέρομενοι εἰς τὴν δημοσίαν ἀσφαλειαν, περίπτωσις ἡτοις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθήσομένου προσωπικοῦ. Η μὴ ἐγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν Ἑλλάδι διεύθυνσιν τῆς Ἐταιρείας.

3. Τὸ δὲ λοιδοπόν προσωπικὸν τῆς Ἐταιρείας μετὰ πύροδου
ἔξ (6) μηνῶν ἀπὸ τῆς χορηγήσεως ἀδείας δικαιονῆς καὶ ἐργα-
σίας ἐν Ἑλλάδι, θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνι-
κοῦ φόρου εἰσοδήματος, μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ
καταβαλλομένου παρὰ τῆς Ἐταιρείας δι’ ἐργασίαν προσφε-
ρεῖσαν ἐν Ἑλλάδι. ‘Ο φορολογητέος μισθὸς εἴτε καταβληθεὶς
ἐν Ἑλλάδι εἰς δρχ. εἴτε εἰς τὸ ἔξωτερικὸν εἰς ζένον συνάλλαγμα
θὰ εἶναι ἐκεῖνος ὁ ὄποιος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία
τῆς Ἐταιρείας.

Ἐπὶ πλέον οἱ ὑπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ N. 1413/1950 κυρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α.καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατά τὰ ἀνωτέρω διαμονή τοῦ ἄλλοδαπού ὑπαλλήλου ἐν Ἑλλάδι θὰ ἔρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας.

Απουσίαι ἐξ Ἑλλάδος μεγάλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἑκάστοτε θὰ προστίθενται εἰς τὴν περίοδον τῶν ἐξ μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἣς ὁ ἄλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος.

Τὸ ἄλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας θὰ καταβάλῃ ἀπαντας τοὺς ἄλλους Ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἴσχύουσαν ἐκάστοτε νομοθεσίαν.

4. Ή Εταιρεία ύποχρεούται νά ἀπασχολή "Ελληνας ύπηρ-
κός διὰ πᾶσαν ἐργασίαν ή θέσιν εἰς τὴν ὄποιαν δὲν ἀπαιτεῖ-
ται εἰδικὴ τεχνικὴ ή διοικητικὴ γνῶσις ή πεῖρα.

‘Ος πρὸς τὰς ἐργασίας τὰς ἀπατούσας εἰδίκευμένας γνώσεις
ἡ ‘Ἐταιρεία θὰ ἔχῃ ως ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον
ἀριθμὸν Ἑλλήνων τῶν δόποιών εἶναι δυνατή ή ἔξεύρεσις ἐν
‘Ἑλλάδι καὶ ἐφ’ ὅσον, κατὰ τὴν κρίσιν τῆς ‘Ἐταιρείας τὰ πρό-
σωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς
παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. Ἐν σχέσει πρὸς τὰ τυχὸν ἐργατικὰ ἀποχήματα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν συμφώνως τῇ παρούσῃ συμβάσει, ἡ Ἐταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τοῦ παρόντος. Ἐπίσης ἡ Ἐταιρεία κατὰ τὰς ἐργασίας γεωτρήσεως ὁφείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἰσχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἐργασιῶν.

6. ‘Η Ἐταιρεία θὰ ποιχεοῦται ἀμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἀρθρῷ 5 παρ. 1 καὶ 2, νὰ δέχεται πρός ἐκπαίδευσιν καθ’ ἔκαστον ἕτος δύο ὑποψήφιους δὲ εἰς ὑπὸ τῶν γεωλογικῶν καὶ δὲ ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοούμενου δτι :

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

β) Τὸ πρόγραμμα ἐκπαιδεύσεως θὰ ἀναφέρηται εἰδίκιῶς εἰς πρακτικὰς ἔργασίας αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τῇ βάσει γενικῶν ὁδηγιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχηται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Ἡ περίοδος ἐκπαιδεύσεως θὰ είναι κανονικῆς διάρκειας έξι μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας ίκανοποιητικῆς συμφωνίας μεταξύ του Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Εἰς οὐδὲμιάν περίπτωσιν θὰ υπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιού διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἐταιρείας, ηγετικοῖς δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἔγκρισιν ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκομένου σκοποῦ. Ή Ἐταιρεία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου ήδη ἔγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφοτέρας δύμας τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

"Αρθρογράφη 18.

Αρχιστοιχία βιβλίων

Τὰ λογιστικά βιβλία καὶ τὰ σχετικά πρὸς ταῦτα στοιχεῖα τῆς ἐπιχειρήσεως ἐν 'Ελλάδι θὰ τηροῦνται υπὸ τῆς 'Εταιρείας εἰς τὴν 'Ελληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ή 'Εταιρεία καὶ εἰς τὴν 'Αγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἑκάστοτε ἐν 'Ελλάδι ἰσχύοντος Κώδικος Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν ὅπως ἐκφράζῃ τὰ
ἐκ τοῦ ἔξωτερικοῦ εἰσαχθησόμενα κεφάλαια καὶ τὰς δαπάνας
τῆς εἰς δολλ. Η.Π.Α. καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐ-
τῆς καὶ καταρτίζει τοὺς ἴσολογισμούς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δῆμως τῆς Ἐπαιρείας αἱ ὑποβαλ-
λόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσονται εἰς δρχ.
διὰ τῆς χρησιμοποιήσεως διὰ τὴν μετατροπὴν εἰς ξένον συνάλ-
λαγμα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ξένων νομισμά-
των τοῦ καθοριζούμενου ἐν παρ. 8 καὶ 9 τοῦ Δεκτέρου 13.

'Αρθρον 19.

Ἐλευθερία Διοικήσεως και Διαχειρίσεως

‘Η Ἐταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ὀλοισχερῆ ἐλευθερίαν Διαικήσεως καὶ Διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατά τὴν διάρκειαν τῆς παρούσης συμβάσεως.

‘Η Ἐταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατά τὴν ἀπόλυτον αὐτῆς κρίσιν τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἔργασιῶν, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἐλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα ὅπως ἀνὰ πᾶσαν στιγμὴν κατὰ τὰς ὥρας ἐργασίας διὰ τῶν ἀρμοδίων ὀργάνων ἐλέγχου του ἐπιθεωρεῖ τὰς ἐργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις ἐργασιῶν τῆς Ἐπαρχίας ἐν Ἐλλάδι ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἔξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δαπανῶν.

'Αρθρον 20.

Ἐπιστροφὴ

1. Όποιεδήποτε κατά τὴν διάρκειαν τῆς ἵσχυος τῆς παρούσης συμβάσεως ή Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον ὅλας η οιονδήποτε τμῆμα μιᾶς η ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἐταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι ἐὰν ἐπιστραφῇ τμῆμα μόνον ἐρευνητικῆς ἐκτάσεως τὸ τμῆμα τοῦτο δὲν θὰ είναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εις οίανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ισχύος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἔκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οίανδήποτε ἢ ἀπάσας τὰς παραχωρήσεις πρὸς ἔκμετάλλευσιν ἃς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἐκείνην.

3. 'Από τῆς ἡμερομηνίας καθ' ἦν θὰ πραγμοτοποιηθῇ οἰαδήποτε ἔκουσία ἐπιστροφὴ κατὰ τὰς παρ. 1 καὶ 2 ἀνωτέρω, ἀπαντά τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς 'Εταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἢ τμῆμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ 'Εταιρεία θὰ ἔχῃ ἐπιτηρώσει ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν (ἢ τμῆμα αὐτῆς) ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἀρθρῷ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰασδήποτε τῶν περιόδων ἐτῶν τῶν ἀναφερομένων ἐν τῷ ἀρθρῷ τούτῳ (3) καθ' ἦν λαμβάνει γύρων ἡ τοιαύτη ἐπιστροφή.

"Αρθρον 21.

Πρόστιμα και "Εκπτωσις
Λύσις της Συμβάσεως διὰ τῆς Λήξεως

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν ἄλλως προβλέπεται εἰς τὴν παροῦσαν σύμβασιν, κατόπιν ἐγγράφου προειδοποίησεως τριάκοντα ἡμερῶν νὰ ἐπιβάλῃ ὡς ποινὴν διὰ τὴν παράβασιν τῶν ὅρων αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν Ἐταιρείαν δυνάμενα νὰ ἀνέλθουν ἀπὸ δολλ. 1.000 μέχρι 5.000 δολλ. Η.Π.Α. δι' ἔκαστῶν παραβάσιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποίησεως τῆς Ἐταιρείας ὑπὸ τοῦ Δημοσίου, τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις α) ἔως στ) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλ. Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθαι :

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

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

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

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

ε) Μὴ ἵκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς δρίζονται ἐν τῷ ἄρθρῳ 12.

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

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιῆται πάραυτα ἐγγράφως εἰς τὴν Ἐταιρείαν καὶ τὸ πρόστιμον θὰ καταβάλληται ὑπὸ αὐτῆς ἐντὸς 30ἡμέρου ἀπὸ τὴν τοιαύτης γνωστοποίησεως, ἐφ' ὅσον ἡ Ἐταιρεία δὲν ἔχει προβῆτη εἰς ενεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς, ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30ντα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθιστερήσεων καὶ διακοπῶν πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως ἢ δὲν προσέφυγεν ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν βάσει τοῦ ἄρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἡς τὸ ἐδάφιον γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχύν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἥθελε δικαιωθῆ ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιοῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς τῆς ἐντὸς τῆς ὡς ἀνω περιόδου, θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρὸν καὶ μὴ οὖσαν.

"Εκπτωσις :

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

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

β) Μὴ συμμόρφωσις πρὸς ὁριστικῆς ἀποφάσεις ἐκδοθεῖσαν ὑπὸ διαιτητικοῦ δικαστηρίου προβλεπομένου ἐν ἄρθρῳ 26.

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

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλ. Η.Π.Α. 300.000 ἐντὸς τριμήνου ἀφ' ἡς ἡ ἐγγύησης αὕτη ἥθελε καταστῆ μικροτέρα τῶν δολλ. Η.Π.Α. 300.000

ἔξ οἰουδήποτε λόγου ὀφειλομένου εἰς πταῖσμα ἢ ἀμέλειαν τῆς Ἐταιρείας καὶ εἰς οἰκνδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἴσχυός τῆς παρούσης συμβάσεως.

4. Ἡ ἔκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρῳ, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἀπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιωμάτα τῆς Ἐταιρείας εἴτε μόνον εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Ἐταιρείας ἀναλόγως τοῦ ἀν ἡ μὴ συμμόρφωσις ἢ παράβασις τῆς Ἐταιρείας ἀναφέρεται εἰς διάκληρον τὴν σύμβασιν ἢ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις. Ἐν περιπτώσει διλαχῆς ἐκπτώσεως ἢ συμβάσις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἴσχυός τῆς τοιαύτης ἔκπτωσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα διὰ τὴν Ἐταιρείαν ἡ ἔκπτωση ἐκ τῶν τάν ἐκ τῆς συμβάσεως δικαιωμάτων της θὰ γνωστοποιῆται πάραυτα εἰς τὴν Ἐταιρείαν καὶ ἡ ἔκπτωσις θὰ ἴσχυῃ μετὰ 90οντα ἡμέρας ἀπὸ τὴν γνωστοποίησεως, ὑπὸ τὸν δρον δμως διὰ τὴν Ἀταιρείαν δὲν ἥρξατο ἐνεργειῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθιστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως. τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἡ δὲν κατέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26 ἐντὸς τῆς εἰρημένης περιόδου, ἔξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθορισθέντα ὑπὸ τῆς διαιτησίας χρονικὰ δρια τῆς προβλεπομένης ὑπὸ τοῦ ἐδαφίου β) τῆς παραγρ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἴσχυν τῆς ἔκπτωσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας διαιτησίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἥθελε δικαιωθῆ ἡ Ἐταιρεία, ἡ Ἐταιρεία θὰ δικαιοῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὴν Ἐταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς τῆς ἐντὸς τῆς ὡς ἀνω περιόδου, θέλει καθιστᾶ τὴν κήρυξιν τῆς ἔκπτωσεως δικαιούοντας μὲν διαβιβάζεται εἰς τὴν Ἐταιρείαν ὅμοι μετὰ τῆς γνωστοποίησεως περὶ ἡς αἱ παραγραφοὶ 2 καὶ 5 τοῦ παρόντος ἄρθρου.

6. Δι' ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὕπουργοῦ τῆς Βιομηχανίας εἰς βάρος τῆς Ἐταιρείας ἡ δὲ τὴν κήρυξιν αὐτῆς ἔκπτωτου ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας δικαιωμάτων της, ἀπαιτεῖται σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἐταιρείαν ὅμοι μετὰ τῆς γνωστοποίησεως περὶ ἡς αἱ παραγραφοὶ 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφων 2 καὶ 5 τοῦ παρόντος ἄρθρου προειδοποίησις δέοντα νὰ πραγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνῶμων τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἐταιρείας πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς τῆς ἐντὸς τῆς ὡς ἀνω περιόδου, θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου.

Λῆξις :

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

9. Εν περιπτώσει λύσεως τῆς παρούσης συμβάσεως ἡ διὰ λήξεως (παρ. 8 ἀνωτέρω) ἡ ἔκπτωσεως (παρ. 3, 4 καὶ 5 ἀνωτέρω) ἢ ἐπιστροφῆς (ἄρθρον 20), τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀποζημιώσεως ἢ οἰσδήποτε ἄλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως διλαχῆς ἔκπτωσεως, ἀπασαι αἱ ὑποχρεώσεις τῆς Ἐταιρείας αἱ συσσωρεύθεισαι μέχρι τῆς ἡμερομηνίας λύσεως δέοντα νὰ ἔχουν ἐκπληρωθῇ ὑπὸ τῆς Ἐταιρείας περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

"Αρθρον 22.

Διάθεσις της 'Ιδιοκτησίας της 'Εταιρείας

1. Μετά τὴν λῆξιν τῶν δικαιωμάτων τῆς 'Εταιρείας ἐπὶ οἰασδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' οἰονδήποτε τῶν ἐν ἄρθρῳ 20 καὶ 21 τῆς παρούσης ἀναφερομένων λόγων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς 'Εταιρείας φρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἢ τμήματος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἐπὶ τῶν ὅποιων ἔληξαν τὰ δικαιώματα τῆς 'Εταιρείας εἴτε παραγόντων ὑδρογονανθράκων ἢ μὴ μετὰ τῶν κεφαλῶν φρέατων (WELL HEAD) καὶ τῶν ὑποστηρίξεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέατα· ταῦτα θὰ μεταβιβάζωνται ὑπὸ τῆς 'Εταιρείας εἰς τὸ 'Ελληνικὸν Δημόσιον ἀνευ οὐδεμιᾶς ἀποζημιώσεως.

"Ἀπαντα τὰ μὴ παραγωγικὰ φρέατα δέον νὰ κλεισθοῦν (PLUGGED), καταλλήλως ὑπὸ καὶ δι' ἐξόδων τῆς 'Εταιρείας ἀπαντα δὲ τὰ στρώματα ὕδατος δέον νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικὰ φρέατα θὰ παραδοθοῦν εἰς τὸ 'Ελληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν δρον δύμας ὅτι ἡ 'Εταιρεία δικαιοῦται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις της, παραγωγῆς, συγκεντρώσεως, ἀποθήκευσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας, καὶ ὑλικά, ἐφ' ὅσον τοῦτο δὲν παραβλάπτει ἡ θέτει ἐν κινδύνῳ τὰ φρέατα.

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

3. 'Εὰν δύμας ἡ 'Εταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἀλλα δικαιώματα οἰασδήποτε φύσεως, ἐκ τῶν εὐρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἀς ἔληξαν τὰ δικαιώματα τῆς 'Εταιρείας, τὸ 'Ελληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιώματα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἡ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινητῶν εἰς τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἰσχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἀς θὰ κατέχῃ ἡ 'Εταιρεία βάσει τῆς παρούσης συμβάσεως οὐδεμίᾳ πωλησίας ἀκινητῶν ἀνηκόντων τῇ 'Εταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται ἀνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ 'Ελληνικού Δημοσίου.

'Ἐν περιπτώσει καθ' ἥν δὲν ἔθελε δοθῆ ἡ τοιαύτη ἐγκρισίς ἡ ἀκίνητος αὕτη ίδιοκτησία θὰ περιέρχηται ἀνευ οἰασδήποτε καταβολῆς, εἰς τὸ 'Ελληνικὸν Δημόσιον ἀμα τῇ λήξει τῆς ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. 'Εὰν καθ' οἰασδήποτε στιγμὴν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ἀμα τῇ λήξει ταῦτης ἡ 'Εταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προϊὸν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς 'Εταιρείας κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυναπτομένου πίνακος Β) ἡ τυχὸν διαφορά:

Εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς 'Εταιρείας τὰ προερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, διαρκούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἡ πωλησίας τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θὰ θεωρῆται πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως ὡς ἀκαθάριστον ἔσοδον.

— Εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἐξόδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευομένων ἐν ἄρθρῳ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πωλησίας αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἡ 'Εταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθάριστον εἰσπράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

Αντιθέτως ἐὰν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου, ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορὰ εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαθάριστων εἰσπράξεων τῆς 'Εταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἡ πωλησίας, ὡς εἰδικώτερον καθορίζεται ἐν παρ. 1 ἐδάφ. η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β εἴτε θὰ προστίθηται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἄρθρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. 'Εὰν ἡ 'Εταιρεία διατηρῇ περιουσιακὰ στοιχεῖα ἐν 'Ελλάδι ἢ ἀλλαχοῦ κινητὰ ἢ ἀκίνητα δύο εἰσέτι ἔτη μετὰ τὴν λῆξιν τῆς συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς 'Εταιρείας, τὸ προϊὸν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανεμεται ἐξ ἵσου μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας, νοούμενου διτι τὸ ρευστοποιημένον μερίδιον τῆς 'Εταιρείας δὲν θὰ υπόκειται εἰς πληρωμὴν φόρων, ἐμμέσων ἢ ἀμέσων οἰασδήποτε φύσεως ἢ οἰουδήποτε εἰδούς, τελῶν, δασμῶν κρατήσεων ἢ συνεισφορῶν ἢ εἰδικῶν φορολογιῶν τακτικῶν ἢ ἐκτάκτων δι' ὀρισμένον σκοπὸν ὑπὲρ τοῦ 'Ελληνικοῦ Δημοσίου, ἢ οἰασδήποτε 'Ελληνικῆς ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δρχ. ἀποκτηθὲν παρὰ τῆς 'Εταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν 'Ελλάδι κινητῶν ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάστης φύσεως συμφώνως τῇ παρ. 2 τοῦ παρόντος ἄρθρου θὰ μετατρέπηται εἰς δολ. Η.Π.Α. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς δρους τοῦ ἄρθρου 13.

"Αρθρον 23.

Μεταβιβάσεις

1. 'Η 'Εταιρεία δικαιοῦται νὰ ἐκχωρῇ τὴν παρούσαν σύμβασιν ἐν δλω ἢ ἐν μέρει καὶ νὰ μεταβιβάζῃ πάντα τὰ ἐκ ταύτης δικαιωμάτα τῆς ὑπὸ δρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς:

α) Εἰς ἑτέραν 'Εταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας ἢ

β) Εἰς ἑτέραν 'Εταιρείαν, ἐλεγχομένην παρὰ τῆς ANSCHUTZ CORPORATION INC ἢ ὑπὸ ἑτέρας 'Εταιρείας ἐλεγχομένης ὑπὸ τῆς ANSCHUTZ CORPORATION INC ἢ

γ) Εἰς μίαν ἢ πλειονας 'Εταιρείας (PARTNERSHIP) συσταθησομένας κατὰ τὸ δίκαιον μιᾶς τῶν Πολιτειῶν τῶν ΗΠΑ εἰς δις θέλει συμμετέχει ὡς ὁ διόρρυθμος ἑταῖρος ἢ ANSCHUTZ OVERSEAS CORPORATION. 'Η ἐν λόγῳ 'Εταιρεία θὰ υπόκειται ὡς αὐτοτοτελές νομικὸν πρόσωπον εἰς φορολόγησιν ἀποκλειστικῶς κατὰ τὸ ἄρθρον 10 τῆς παρούσης καὶ ὑπὸ τὴν ἔκει κλίμακα τῶν κατὰ τὴν παραγραφὸν 4 τοῦ αὐτοῦ ἄρθρου ἀπαλλαγῶν καὶ μὴ δυναμένων νὰ θεωρηθοῦν διτι κέκτηνται ἐγκατάστασιν ἐν 'Ελλάδι ἐκ τῆς ἐν αὐτῇ δραστηριότητος τῆς 'Εταιρείας.

δ) Εἰς οἰωνδήποτε ἑτερον τρίτον ἐν τοιαύτη δύμας περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ 'Υπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἢτις κρίσις θὰ περιορίζεται ὡς πρὸς τὸ πρόσωπον φυσικὸν τοῦ ἐκδοχέως καὶ μόνον.

2. 'Ο 'Υπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους 'Εθνικῆς ἀσφαλείας νὰ ἀπαγορεύῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ἐν παραγράφῳ 1 ἐδ. α, β καὶ γ τοῦ παρόντος ἄρθρου.

3. 'Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν παρ. 1 ἐδ. α), β) καὶ γ) ἀνωτέρω καθορίζομενα ἡ 'Εταιρεία θὰ

παραμένη ίπευθυνος ξέναντι τού 'Ελληνικού Δημοσίου ἀλληλεγγύως καὶ εἰς δόλοκληρον μετὰ τοῦ ἐκδοχέως διὰ τὴν ἐκπλήρωσιν τῶν δρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

4. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ἐν παραγράφῳ 1 ἔδ. α, β, γ καὶ δ καθορίζομενα, ἀπασαι, αἱ πραγματοποιηθεῖσαι συμφώνως τῇ παρούσῃ συμβάσει ἐπενδύσεις, δαπάναι καὶ ἔξοδα τῆς Ἐταιρείας καθὼς καὶ τὰ πραγματοποιηθούμενα ἔσοδα, θὰ θεωρῶνται ὡς τοιαῦτα τοῦ ἐκδοχέως, συμφώνως τῇ παρούσῃ συμβάσει, συμπεριλαμβανομένων τῶν ὑποχρεώσεων ἐπενδύσεως καὶ φορολογίας.

Ἄρθρον 24.

Ἐφαρμοζόμενοι Νόμοι

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

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

3. Ἐν περιπτώσει συγκρούσεως σημειωνῆς ἢ καὶ μελλοντικῆς θὰ κατισχύουν οἱ δροι καὶ συμφωνίαι τῆς παρούσης, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ Κανονισμῶν αἱ συγκρουμεναὶ μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης δὲν θὰ ἔχουν ἴσχυν δον ἀφορᾶ τὴν Ἐταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν 'Ελλάδι περιουσίαν αὐτῆς.

Ἄρθρον 25.

Ἀνωτέρα βίᾳ

1. Παράλειψις τῆς Ἐταιρείας ὅπως ἐκπληρώσῃ οἰανδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεων, δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρήσται παράβασις τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν βίᾳν. Ὁ δρος οὗτος θὰ περιλαμβάνῃ ἀλλ' οὐχὶ περιοριστικῶς πρᾶξεις τοῦ ἔχθρου, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰανδήποτε Κυβερνητικὴν πράξιν ἢ πράξεις ἢ οἰασδήποτε 'Ελληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περιπτώσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἔλεγχον τῆς Ἐταιρείας. Ἐφ' ὅσον συνεπείᾳ τοιαύτης ἀνωτέρας βίᾳς καθυστερεῖται ἡ συμμόρφωσις τῆς Ἐταιρείας, πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς ἢ ἡ ἀσκησίς τῶν ἐκ ταύτης δικαιωμάτων τῆς, ὁ χρόνος τῆς διαιρείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ ἀσκησίν δικαιωμάτων.

2. Ἐὰν ἡ κατάστασις αὕτη ἀνωτέρας βίᾳς ὀφειλομένη εἰς μίαν ἢ εἰς περισσοτέρας αἱτίας σινεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὧφελείᾳ τοῦ 'Ελληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεων τῆς ἐκ τῆς παρούσης συμβάσεως, ὅπότε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφῳ παραιτήσει ἡ παρούσα σύμβασις θὰ λύεται.

Ἐπὶ τῇ τοιαύτῃ παραιτήσει ἡ Ἐταιρεία θὰ ἀπαλλάσσεται πκασῶν τῶν ὑποχρεώσεων τῆς πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ 'Ελληνικὸν Δημόσιον ὡς καὶ ἡ Ἐταιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰουδήποτε τῶν δρων τῆς παρούσης συμβάσεως ὑπὸ ἐκκατέρου τῶν συμβαλλομένων καὶ θὰ δώσουν ἀμφότεροι πλήρη καὶ ἀνεπιφύλακτον ἔγγραφον ἀπαλλαγήν.

Ἄρθρον 26.

Διαιτησία

1. Ἐξαιρέσει τῶν ἐν παραγ. 2 τοῦ παρόντος ἀρθρου ἀναφερομένων, πᾶσα μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς

Ἐταιρείας διαφωνία ἀφορῶσα τὴν παρούσαν σύμβασιν θὰ λύεται ἀποκλειστικῶς διὰ διαιτησίας κατὰ τὰ ἐν ἀρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων».

2. Προκειμένου διμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἀρθρῳ 21 ὁρίζεται, ἡ ἀμφισβητήσεων ἀφορῶσῶν διαιφοράν, διένεξιν ἢ διαφωνίαν ὡς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν δρων τῆς συμβάσεως αἴτινες δύνανται νὰ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἀρθρα 3, 4, 6, 12 καὶ 13 ἡ διαιτησία διεξάγεται κατὰ τὸν ἐπόμενον τρόπον.

Ο αἱτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν ἔτερον συμβαλλόμενον καθορίζει ἀκριβῶς τὰ θέματα διενέξεως ἢ διαφωνίας καὶ ὁρίζει τὸν διαιτητὴν αὐτοῦ, καλῶν καὶ τὸν ἔτερον συμβαλλόμενον ὅπως προβῇ εἰς τὸν δρισμὸν τοῦ δευτέρου διαιτητοῦ.

Ο πρὸς διμως δι' ἀκονοποιήσις ἀντισυμβαλλόμενος ὑποχρεοῦται ἐντὸς προθεσμίας εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως πρὸς αὐτὸν τῆς αἱτήσεως διαιτησίας δι' ἐγγράφου κοινοποιήσεως ὅπως ὁρίζῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης τὸν δευτέρον διαιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνοῦ Διαιτητικοῦ Δικαστηρίου.

Οι διορίσθεντες διαιτηταὶ ὑποχρεοῦνται ὅπως, ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητὴν, δοτικούς εἰναι Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν Διαιτητῶν εἰς τὸ πρόσωπον τοῦ Τρίτου διαιτητοῦ ἡ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνοῦ Διαιτητικοῦ Δικαστηρίου τῆς Χάγης κατόπιν αἱτήσεως τῶν διαιτητῶν ἢ τοῦ ἐνὸς τούτων.

Οι διαιτηταὶ διεφίλουσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν τρίτον διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

Οι διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσι τυπικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Δικαιοῦνται ὅπως ἔξατάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογωμοσύνας καὶ λαμβάνωσιν ὑπὸ δψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

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

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

Ἡ ἀπόφασις τῶν διαιτητῶν εἰναι ὁριστική, τελεσίδικος καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἔκτακτον ἔνδικον μέσον.

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

Ἄρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ 'Ελληνικοῦ Δημοσίου

Ἐφ' ὅσον ἡ Ἐταιρεία θὰ χρησιμοποιῇ συνεχῶς ἰδιοκτησίαν κινητὴν ἢ ἀκίνητον τοῦ 'Ελληνικοῦ Δημοσίου:

α) Συνεπείᾳ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἀρθρῳ 15 ὁρίζομενα.

β) Βάσει τῶν ἑτέρων διαιτάξεων τοῦ ἀρθρου 15 ἡ

γ) Βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἐταιρείας, ἡ Ἐταιρεία ἀναλαμβάνει

τὴν ὑποχρέωσιν νὰ ἐπιμελῆται διὰ τὴν ἰδιοκτησίαν ταύτην ὡς ἔαν ἦτο ἡ ἰδία ἰδιοκτήτρια καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰουδήποτε τρίτου.

"Αρθρον.28.

Εὐθύνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν

Τὸ Ἑλληνικὸν Δημόσιον δῆλοῦ διὰ τοῦ παρόντος διὰ οὐδὲν ἔτερον νόμιμον δικαιώματα ἡ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἔρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἔκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἔρευνητικῆς περιοχῆς ὡς ὅριζεται ἐν ἀρθρῷ 1, ἔαν δὲ ἥθελεν ἀξιωθῆ τοιοῦτον δικαιώματα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρουμένα εἰς τὴν Ἐταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἐταιρείας, ἔναντι τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τούτοις οἰανδήποτε τρίτος ἥθελεν ἐπιτυχῶς διεκδικήσει δικαιώματα κατὰ τῆς Ἐταιρείας ἡ ἥθελεν ἀναγνωρισθῆ διριστικῶς καὶ τελεσιδίκως οἰανδήποτε τοιοῦτον δικαιώματα διὰ ἀποφάσεων Ἑλληνικοῦ Δικαστηρίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ καταγγείλῃ τὴν παρούσην συμφωνίαν ἀπαλλασσομένην οἰανδήποτε βάσει ταύτης ὑποχρέωσεώς της τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἐταιρείαν διὰ πᾶν ποσὸν δαπανήθεν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

"Αρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (MARKETING) καὶ Διϋλισις

Διάθεσις εἰς τὴν ἀγοράν

1. Ἐὰν δύπεπτε, διαρκούσης τῆς ἴσχυός τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία ἐπιθυμῇ νὰ ἀποκτήσῃ δικαιώματα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι, παραγομένων παρ' αὐτῆς ἐν Ἑλλάδι, τὸ Ἑλληνικὸν Δημόσιον, ἐπὶ τῇ σχετικῇ αἰτήσει τῆς Ἐταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὐτῇ τὸ ρηθὲν δικαιώματα ὑπὸ δρους οὐχὶ ὀλιγώτερον εὐνοϊκούς τῶν χορηγηθέντων ἡ χορηγηθήσομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ἡμερομηνίας τῆς ἀνω αἰτήσεως εἰς οἰονδήποτε τρίτον, φυσικὸν ἡ νομικὸν πρόσωπον, κεκτημένον τὸ δικαιώματα ἐρεύνης ἡ καὶ παραγωγῆς πετρελαιοειδῶν ἐν Ἑλλάδi.

Διϋλισις

2. α) Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἴσχυός τῆς παρούσης συμβάσεως ἡ ὑπὸ τῆς Ἐταιρείας παραγωγὴ ἐγχωρίου ἀργοῦ πετρελαίου φύσης εἰς ἐπίπεδον ὑπερβαῖνον τὰς ποσότητας τὰς ὄποιας ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφωνίας τῷ ἀρθρῷ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὐτῇ θὰ κέκτηται ὀλσάντως τὸ δικαιώματα νὰ κατασκευάσῃ καὶ ἐκμεταλλεύθῃ διϋλιστηρίου ἵνα διϋλίζῃ ἐν αὐτῷ τὸ διπερ δικαιοῦται νὰ ἔξαγγη ἀργὸν πετρελαίου, καὶ νὰ ἔξαγγη τὰ ἐκ τοῦ ἀργοῦ τούτου πετρελαίου λαμβανόμενα πετρελαιοειδῆ προΐόντα.

β) Ἐὰν δύποτε διαρκούσης τῆς ἴσχυός τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια διϋλιστηρία, τὰ ἐφοδιάζοντα διὰ προΐόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἐγχώρια διϋλιστηρία προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰονδήποτε δόλλου Ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῶς ἐκμεταλλεύσιμου ἀνακαλύψεως παρὰ τῆς Ἐταιρείας ἐγχωρίου ἀργοῦ πετρελαίου, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προΐόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν διὰ ἡ Ἐταιρεία δύναται νὰ προμηθεύῃ ἐπαρκές πρὸς τοῦτο ἐγχωρίου ἀργὸν πετρελαίου θὰ δίδῃ, καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἀρθρου 12 ὑποχρεώσεων αὐτῆς δικαιώματα προτεραιότητος εἰς τὴν Ἐταιρείαν ἔναντι δόλων τῶν δόλων ἐγχωρίων διϋλιστηρίων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἰτε : 1) ἐκ τῆς παραγωγῆς παντὸς διϋλιστηρίου τὸ διποῖον θὰ ἔχῃ προηγουμένως

κατασκευάσει ἡ Ἐταιρεία διὰ τὴν ἐξαγωγὴν προϊόντων περὶ δῶν τὸ ἀδάφιον α) τῆς παρούσης παραγράφου 2 ή 2) ἐφ' δοσον δὲν θὰ ἔχῃ κατασκευασθῆ τοιοῦτον διϋλιστηρίου, ἐκ τῆς παραγωγῆς νέου διϋλιστηρίου τὸ διποῖον τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν Ἐταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προΐόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, δοσον καὶ πρὸς τὸν σκοπὸν τῆς ἐξαγωγῆς πάσης παραγωγῆς τοῦ διϋλιστηρίου πέραν τῶν τοιούτων εἰς προΐόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τούτοις, διὰ τὰ κατὰ τὰς διατάξεις τοῦ ἀδάφιον β) τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δικαιώματα τῆς Ἐταιρείας, θὰ γεννηθοῦν μόνον 1) ἐφ' δοσον ἡ Ἐταιρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν Ἑλλάδi, η 2) ἐὰν δὲ ἥθελεν ἀξιωθῆ τοιοῦτον δικαιώματα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ δικαιώματα τῆς Ἐταιρείας ἀπαραγγελίας διϋλιστηρίου.

δ) Ἐν περιπτώσει καθ' ἦν ἡ Ἐταιρεία ἔχει τὸ δικαιώματα νὰ κατασκευάσῃ ἡ χρησιμοποιήση διϋλιστηρίου, κατὰ τὰς διατάξεις τοῦ ὡς ἀνω ἀδάφιον β) τῆς παραγράφου 2, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιούτην κατασκευὴν ἡ χρησιμοποιήσιν ὑπὸ δρους καὶ συμφωνίας ἀμοιβαίως συνομολογηθησομένους κατὰ τὴν στιγμὴν καθ' ἦν θὰ γεννηθῇ τὸ δικαιώματα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, διὰ οἱ τοιούτοι δροὶ καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν Ἐταιρείαν διλιγώτερον εύνοϊκοι ἀπὸ τοὺς παραχωρηθέντας εἰς ἔτερα ἐν Ἑλλάδi διϋλιστηρία, ἐξαιρουμένου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

ε) Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα δπως, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἐσωτερικὴν κατανάλωσιν διὰ προΐόντων ἐκ κατασκευασθέντος διϋλιστηρίου ἡ ἔξι ὑπάρχοντος τοιούτου χρησιμοποιουμένου κατὰ τὰς διατάξεις τοῦ ὡς ἀνω ἀδάφιον β) τῆς παραγράφου 2 δίδῃ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀνάγκας τοῦ τοιούτου Διϋλιστηρίου καλύπτουσα ταύτας ἐκ τῆς ἰδίας αὐτῆς παραγωγῆς ἐγχωρίου ἀργοῦ πετρελαίου : (1) καθ' δρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διϋλιστηρίου προΐόντα διατίθενται πρὸς κάλυψιν τῶν ἐγχωρίων εἰς προΐόντα ἀναγκῶν τοῦ Ἑλληνικοῦ Κράτους καὶ : (2) ὑπὸ τὸν δρον διὰ ἡ Ἐταιρεία θὰ συνεχίσῃ νὰ ἐκτελῇ μέχρι τοῦ δροίου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παράγρ. 3 τοῦ ἀρθρου 12 τυχὸν ὑποχρέωσίν της μετὰ τὴν ὑπὲρ τοῦ ἰδίου αὐτῆς Διϋλιστηρίου παραχώρησιν τῆς τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Οὐδὲν τῶν ἐν ἀδάφιοι β) τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δριζομένων, ἡ πᾶσα ἀλλη ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἐρμηνεύεται ὡς θέτουσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἐταιρείας, ἡ τῶν ὑπὸ αὐτῆς ἰδρυθεισῶν Ἐταιρειῶν νὰ ζητήσουν δικαιώματα ἰδρύσεως ἡ συμμετοχῆς εἰς τὴν ἰδρυσιν Διϋλιστηρίου ἐν Ἑλλάδi εἰς πάντα χρόνον.

ζ) Ο εἰς τὸ κείμενον τῆς παρούσης συμβάσεως δρος «Ἐλληνικὸν Κρατικὸν Διϋλιστηρίον» θὰ ὑπονοῇ τὸ σήμερον ὑπάρχον Κρατικῆς ἰδιοκτησίας Διϋλιστηρίου, ἔστω καὶ ἀν τοῦτο ἐκχωρηθῆ μελλοντικῶς εἰς τρίτον.

3. "Απαντα τὰ κατὰ τὸ παρὸν ἀρθρον δικαιώματα τῆς Ἐταιρείας θὰ ἀσκοῦνται εἴτε ὑπὸ αὐτῆς ή ὑπὸ συγγενοῦς ή ὑπὸ αὐτῆς ἰδρυθεισῶν Ἐταιρειῶν νὰ ζητήσουν δικαιώματα ἰδρύσεως ἡ συμμετοχῆς εἰς τὴν ἰδρυσιν Διϋλιστηρίου ἐν Ἑλλάδi εἰς πάντα.

"Αρθρον 30.

Ἐγγύησις

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Διεύθυνσιν Μεταλλείων τοῦ Υπουργείου Βιομηχανίας) ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδi, διὰ ποσὸν δολ. Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὐτῇ ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Ἐταιρείας, τὰς ληξιπροθέσμους οἰκονομικὰς

νόποχρεώσεις αυτής πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περίοδον πέντε ἑταῖς ἀπὸ τῆς ἡμέρας ἴσχύος τῆς συμβάσεως, ή δὲ Ἐταιρείᾳ θὰ ὑποχρεοῦται ἀνευ ἑτέρας εἰδοποιήσεως νὰ ἀνανεώνῃ ἀνὰ πενταετίαν τούλαχιστον αὐτὴν τὴν ἐγγύησιν κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ἴσχύος τῆς συμβάσεως καὶ μέχρι λήξεως ταύτης. Ἐὰν μία νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ μιᾶς ἀνεγνωρισμένης Τραπέζης ἐν 'Ἐλλάδι τούλαχιστον τέσσαρας μῆνας πρὸ τῆς ἐκπνοῆς τῆς ἴσχυούσης ἐγγυητικῆς ἐπιστολῆς, ή παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἴσχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν δλῶ ἢ ἐν μερεῖ διὰ ποσὰ δριστικῶς πληρωτέα παρὰ τῆς Ἐταιρείας, κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἐνα μῆνα ἀφ' ἣς ταῦτα κατέστησαν δριστικῶς πληρωτέα.

*Ἐὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῆ δριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγύησεως, ταῦτα δύνανται νὰ εἰσπραχθῶσιν καὶ πρὸ τῆς δριστικοποιήσεως των, διὰ τῆς εἰσπράξεως τῆς ἐγγύησεως, ἐκτὸς ἀν ἡ Μισθώτρια Ἐταιρεία παράσχη ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

*Ἐὰν δι' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγύησεως ἥθελε καταστῆ κατώτερον τῶν δολ. 300.000, ή Ἐταιρείᾳ ὑποχρεοῦται νὰ συμπληροῦ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὅποιαν αὐτῇ κατέστη μικροτέρα τῶν δολ. 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ διὰ ἑδαφίου δ) τῆς παραγρ. 3 τοῦ ἀρθρου 21.

*Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἔξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἀνω δρους καὶ ἐν περιπτώσει καθ' ἣν ἥθελε λάβει χώρων ἐκχώρησις κατ' ἐφαρμογὴν τοῦ ἀρθρου 23 παρ. 1 ἐδ. α) καὶ β) τῆς παρούσης συμβάσεως.

2. *Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παρ. 1 τοῦ παρόντος ἀρθρου ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθιστᾷ ἀνίσχυρον τὴν παρούσαν σύμβασιν ἡτις καὶ θὰ θεωρῆται ὡς οὐδέποτε γενομένη.

Ἀρθρον 31.

*Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου

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

Ἀρθρον 32.

*Ἀρχὴ ἴσχύος τῆς παρούσης

1. *Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἀρθρῳ 30 ἐγγύησεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἣν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἴσχύος τοῦ κυροῦντος ταύτην Νόμου, ἀρχεται ἡ ἴσχυς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. *Ἐὰν ἡ παρούσα σύμβασις ἥθελε κυρωθῆ μὲ τροποποιήσεις ἡ Ἐταιρείᾳ δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ ὀλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὕποχρεοῦται δύμας αὐτῇ νὰ δηλώσῃ ἐγγράφως δὲν δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυροῦντος τὴν σύμβασιν ὡς ἐτροποποιήθη.

*Ἐν περιπτώσει καθ' ἣν τοιαύτη ἀποδοχὴ δὲν ὑπεβλήθη ἐμπρόθεσμως ἡ Ἐταιρείᾳ θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας τῶν ὄρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ πορόντος ἀρθρου τριακονθιμέρου προθεσμίας, ἡ ἴσχυς τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθιμέρου προθεσμίας.

Ἀρθρον 33.

*Κοινοποίησις

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

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

Εἰς Ὑπουργεῖον Βιομηχανίας
Γενικὴν Διεύθυνσιν Μεταλλείων
Αθῆναι, 'Ἐλλάς.

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν ANSCHUTZ OVERSEAS CORPORATION τῇ φροντίδι τοῦ Σωκράτους Βεκρῆ, ὁδὸς Φιλελλήνων 19- SOCRATES VEKRIS, FILELLINON 19, ATHENS (118) GREECE, δοτις δριζεται ἀντίκλητος τῆς Ἐταιρείας ἐν 'Ἐλλάδι.

*Ἐν ἀνακλήσει τοῦ ὡς ἀνω ἀντικλήτου ἡ Ἐταιρείᾳ ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνοματεπώνυμον καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλήτου δοτις δέον νὰ είναι κάτοικος Ἀθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντίκλητον.

Ἀρθρον 34.

*Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας

*Ἡ ANSCHUTZ OVERSEAS CORPORATION δηλοῖ δοτι διὰ μόνος μέτοχος ταύτης ἡ ANSCHUTZ CORPORATION INC. κατὰ πρωτοβουλίαν τῆς δρισίας ὀργανώθη ἐλαβε πλήρη γνῶσιν τῶν ὄρων τῆς παρούσης συμβάσεως.

*Δι' ἰδιαιτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς σχέδιον ἐπιστολῆς ταύτης καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας καὶ μονογραφηθέντος σήμερον παρὰ τούτων, ἡ ANSCHUTZ CORPORATION 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 ἴσχύος τῆς παρούσης συμβάσεως, εἰς τὴν ANSCHUTZ OVERSEAS CORPORATION ἡ ἐν περιπτώσει μεταβιβάσεως εἰς τό, κατὰ τὰ ἐν ἀρθρῳ 23 παρ. 1 ἐδ. (α), (β) καὶ (γ) τῆς παρούσης συμβάσεως, καθοριζόμενον πρόσωπον πρὸς διὰ μεταβιβάσις, πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοηθείαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς παρούσης συμβάσεως, καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρέωσεών τῆς κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἀνω σχεδίῳ τῆς ἐπιστολῆς, ἐκτιθέμενα.

*Ἡ ἐν τῇ παρούσῃ συμβαλλομένη ANSCHUTZ OVERSEAS CORPORATION ἀναλαμβάνει τὴν ὑποχρέωσιν διὰ παραδόσης πρὸς τὸ Ἑλληνικὸν Δημόσιον (Ὑπουργεῖον Βιομηχανίας, Γεν. Δ/νσιν Μεταλλείων) τὴν ἐπιστολὴν ταύτην, ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδω τῆς προθεσμίας ταύτης ἀπράκτου ἡ παρούσα σύμβασις θὰ θεωρῆται ὡς δάκυρος, μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

Ἀρθρον 35.

*Ἐφαρμογὴ τοῦ Ν.Δ. 2687/1953

*Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχῃ πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἀρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ Ἐπενδύσεως καὶ Προστασίας κεφαλαίων ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαγθῆσμενα πάσης φύσεως καὶ μορφῆς κεφαλαία τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπὸ αὐτοῦ δριζομένην διαδικασίαν.

"Αρθρον 36.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον

Πᾶσα ἀπαίτησις διὰ χρηματικᾶς καταβολᾶς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἐταιρείας κατὰ τοὺς δρους τῆς παρούσης συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν.

Τυχὸν προσφυγὴ τῆς Ἐταιρείας εἰς διαιτησίαν ἐντὸς τοῦ ὡς ἀνω μηνός, κατὰ τὰς διατάξεις τοῦ ἀρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἑνὸς μηνὸς ἀπὸ τῆς κοινοποίησεως πρὸς τὴν Ἐταιρείαν τῆς σχετικῆς διοιστικῆς διαιτητικῆς ἀποφάσεως.

"Αρθρον 37.

Καλὴ ἔκτελεσις Συμβάσεως

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

Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν διτὶ αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἐργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν παραχωρουμένην περιοχήν, διτὶ ἡ παροῦσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ διτὶ δὲν ὑφίστανται ἔτεραι γραπταὶ ἢ προφορικαὶ συμφωνίαι πέραν τῶν δρων τῆς παρούσης συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω διτὶ θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἢ ἀντικατασταθῶσιν εἰμὴ κατόπιν ἀμοιβαίς συμφωνίας αὐτῶν, συναφθησομένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἔκπροσώπων τῶν συμβαλλομένων μερῶν.

"Αρθρον 38.

Ἐγκυρότης κειμένων

Ἡ παροῦσα σύμβασις συνετάγῃ εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἵσης ἴσχυος.

Ἐις πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία ὑπέγραψεν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παροῦσαν σύμβασιν.

Ἐν Ἀθήναις τῇ 19 Δεκεμβρίου 1970

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργὸς Βιομηχανίας

Διὰ τὴν ANSCHUTZ OVERSEAS CORPORATION

E. J. ATHENS
Εἰδικός Ἐκπρόσωπος

ΠΙΝΑΞ Β'.

Κόστος-Ἐξοδα-Βάρη

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἀρθρου 10 τῆς παρούσης συμβάσεως, εἰς ἣν σύμβασιν προσαρτᾶται ὁ παρὼν Πίναξ, ἔχουν ὡς ἀκολούθως:

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσῶν.

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

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20%) κατ' ἕτος τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ῶς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἐν τρίτον τοῖς ἑκατὸν (33.1/3 %) κατ' ἕτος τῶν δαπανῶν αἵτινες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραχωρήσην ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ῶς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἔρευνῶν).

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

δ) Ἐξοδα πωλήσεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτειῶν 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 ἄλλως, συμπεριλαμβανομένων ζημιῶν ἔξι πιστοφαλῶν ἀπαιτήσεων, ἀπαιτήσεων ἀποζημιώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συναλλάγματος.

στ) Τόκοι ἐκ χρεῶν οἱ δόποιοι δέον νὰ περιορισθοῦν εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ διλογίων τῶν δανείων ἢ ἐτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἐταιρείας ἢ συγγενῶν Ἐταιρειῶν ἢ ἐκ μέρους τρίτων τὰ δὲ ἐπιτόκια νὰ εἰναι λογικὰ καὶ συμφώνως μὲ τοὺς τρέχοντας διεθνεῖς νομισματικούς δρους.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ ὑπηρεσίας ἄλλων εἴτε:

(1) Ὁφειλόμεναι ἡ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς δικαιούχους ἢ
(2) Ὁφειλόμεναι ἡ πληρωνόμεναι διὰ λογαριασμὸν τῶν δικαιούχων μέσω ἀσφαλιστικῶν, συνταξιοδοτικῶν ἢ ἄλλων ταμείων.

η) Ἡ μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκαταλειφθέντων, ἢ ἄλλως πως διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἔξιδων γεωτρήσεως φρεάτων, μὴ παραχωρικῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶν ἐκμεταλλευσίμους.

θ) Μισθώματα ἢ ἔτεραι καταβολαὶ εἰς τρίτους διὰ τὴν χρῆσιν οἰωνδήποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλιμοῦ κλ. π. ἢ (ἐν σχέσει πρὸς τὴν χρῆσιν τούτων) ἀποσβέσεις ὡς αὗται προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος Β.

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

κ) Καταβολαὶ διὰ στρεμματικῶν φόρους ὡς αὗται προβλέπονται ἐν ἀρθρῷ 8 τῆς παρούσης συμβάσεως κατὰ τὴν διάρκειαν αὐτῶν τῶν περιόδων πρὸ τῆς 1 περιόδου κατὰ τὴν διάρκειαν συνταξιοδοτικῶν ἀσφαλιστικῶν ἢ ἄλλων ὑπηρεσίας.

λ) Δαπάναι δι' ἔρευνητικᾶς ἐργασίας καὶ ἀύλοι δαπάναι γεωτρήσεως (ῶς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος Πίνακος) ἐφ' ὅσον ἡ Ἐταιρεία ἀποφασίσει τὴν κατὰ τὴν διαχειρίστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὑποίας ἐπραγματοποιήθησαν ἀπόσβεσίν των κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος Πίνακος καθορίζονται.

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

2. «Τὰς δαπάνας δι' ἔρευνητικᾶς ἐργασίας» καὶ ἀύλους δαπάνας διὰ γεωτρήσεως ὡς αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἔκμεταλλευσιν, θὰ δικαιοιοῦται ἡ Ἐταιρεία εἰτε νὰ ἐκπίπτη κατὰ τὴν διαχειρίστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὑποίας ἐπραγματοποιήθησαν εἰτε νὰ κεφαλαιοποιηθῇ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. Ἡ σχετικὴ

ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἡ κεφαλαιοποιήσεώς των, θὰ λαμβάνηται κατ' ἔτος παρὰ τῆς 'Ἐταιρείας δι' ἑκάστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι B καθοριζομένων δὲ ὅρους «Δαπάναι δι' ἐρευνητικὰς ἐργασίας» θὰ θεωρῆται περιλαμβάνεται ἀπάσας τὰς δαπανὰς τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεως του ἡ τὰς σχετιζομένας πρὸς τοὺς σκοπούς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἡ διὰ ἄλλας ἐγκαταστάσεις ἡ διὰ ἔξοπλισμὸν γεωτρήσεων ἡ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωλῆνας ἐπενδύσεως (CASINGS) ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου τούτου θὰ περιλαμβάνωνται δαπάναι σχετιζόμεναι πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γηῖνας, ἐνειρίους ἡ θαλασσίας, ἀπασαὶ αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτάσμάτων ὑδρογονανθράκων.

Ο ὅρος «Ἀὐλοι δαπάναι γεωτρήσεως» θὰ ἐρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην διὰ ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (HANDLING) τῶν ἐφοδίων καὶ ὑλικῶν, διὰ τὰς ἡ σχετικῶν πρὸς τὰς γεωτρήσεις, καθαρισμόν, ἐκβάθυνσιν ἡ συμπλήρωσιν φρεάτων ἡ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἡ διὰ ἄλλας ἐγκαταστάσεις ἡ διὰ ἔξοπλισμὸν γεωτρήσεων ἡ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἡ σωλῆνας ἐπενδύσεως (CASINGS) ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα κ.λ.π.

Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις, ἀνατινάξεις διὰ δυναμίτιδος καὶ καθαρισμὸν φρεάτων, καθαρισμὸν ἀποστράγγισιν καὶ ἴσοπέδωσιν γαιῶν, κατασκευὴν ὁδῶν χωρομέτρησιν, γεωλογικὰς μελέτας καὶ τοπογραφικὰς καὶ γεωλογικὰς ἐπισκοπήσεις προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ χώρων ἀποθηκεύσεως, κατασκευὴν ἀγωγῶν καὶ ἄλλων ἐγκαταστάσεων ἀναγκαίων διὰ τὴν προπαρασκευὴν ἡ γεώτρησιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

4. Ἐφ' ὅσον ἡ 'Ἐταιρεία ἀποφασίσῃ νὰ κεφαλαιοποιήσει οἰασδήποτε δαπάνας ἐρευνητικῶν ἐργασιῶν καὶ ἀόλους δαπάνας γεωτρήσεων κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὔτω κεφαλαιοποιούμεναι δαπάναι θὰ ἀποσβέννυνται παρὰ τῆς 'Ἐταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ' ἣν πραγματοποιοῦνται αὕται.

Ἐν Ἀθήναις τῇ 19 Δεκεμβρίου 1970

Διὰ τὸ Ἑλληνικὸν Δημόσιον
Κ. ΚΥΠΡΑΙΟΣ
Ὑπουργὸς Βιομηχανίας.

Διὰ τὴν ANSCHÜTZ OVERSEAS CORPORATION

E. J. ATHENS
Εἰδικὸς Ἐκπρόσωπος

Βεβαιοῦται ἡ ἀκρίβεια τοῦ περιεχομένου, ληφθέντος ἐκ τοῦ, ἐν τοῖς ἀρχείοις ήμῶν, πρωτοτύπου.

Ο Διευθυντὴς
Α. ΧΡΥΣΟΒΕΡΓΙΔΗΣ

A G R E E M E N T

FOR THE EXPLORATION FOR AND DEVELOPMENT OF LIQUID AND GASEOUS HYDROCARBONS IN AN OFFSHORE AND ONSHORE AREA OF CASSANDRA PENINSULAR

P R E A M B L E

WHEREAS, preliminary discussions were held in Athens between representatives of the Greek State and ANSCHUTZ OVERSEAS CORPORATION regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

WHEREAS, on September 10, 1970, a letter of application was submitted to the Ministry of Industry by E. J. Athens, special attorney on behalf of ANSCHUTZ OVERSEAS CORPORATION, proposing the basic terms for the drawing up of an Agreement, pursuant to the provisions of Article 5 of Law 3948/1959 regarding the exploration for and development of hydrocarbons, and

WHEREAS, it was agreed that such direct Agreement to be ratified by Law would be concluded between the Greek State and ANSCHUTZ OVERSEAS CORPORATION incorporated under the laws of the State of Colorado, of the United States of America, with its home offices in Denver, Colorado, U.S.A.,

NOW THEREFORE

B E T W E E N

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

and

2. ANSCHÜTZ OVERSEAS CORPORATION hereinafter referred to as the «Corporation» or the «lessee», represented by its special attorney, E. J. Athens, acting by virtue of a special Power of Attorney granted by the Corporation on August 24, 1970, attached hereto in the original and an official translation, the present Agreement, pursuant to the concurring opinion of the Council of Mines, has been concluded under the following terms and conditions.

Article 1

Original Exploration Area

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

An offshore and onshore area including the islet of Kelifos, of about 2,400 sq. kms, the boundaries of which are delineated in red on British Admiralty Chart No. 1085, scale 1 : 300.000 at Lat 39°, published on 1st April 1955 and corrected up to 1969, hereinafter referred to as Schedule A, attached to the present Agreement of which it constitutes an integral part. This area includes all land and sea lying within its boundaries, and more specifically a part of the onshore area of Western Chalkidiki, Cassandra Peninsular and the Gulf of Cassandra (known as Toronaios Gulf).

This area is defined by lines joining the following points :

From Point A, situated at Lat. 40° 33' 10'' N and Long. 22° 59' 10'' E one kilometer inland from the shore of Thessaloniki Gulf, in a south-easterly direction parallel to and one thousand (1000) meters inland from the shoreline to Point B' at Lat. 39° 57' 50'' N and Long. 23° 29' 50'' E and thence along the

shoreline to Point B at Cape Paliouri and situated at Lat. $39^{\circ} 55' 02''$ N and Long. $23^{\circ} 45' 00''$ A, thence to Point Γ on the southern rip of Sithonia Peninsular at Lat. $39^{\circ} 56' 15''$ N and Long. $23^{\circ} 55' 48''$ A, thence following the shoreline of Toronaios Gulf northwards to Point Δ on the shore of the abovementioned Gulf at Lat. $40^{\circ} 15' 35''$ N and Long. $23^{\circ} 30' 00''$ A, thence to Point E at Lat. $40^{\circ} 33' 12''$ N and Long. $23^{\circ} 5' 28''$ E and thence to the strating point A.

Excluded from the above area is the offshore and onshore area lying within a circle of 3 nautical miles radius with its centre at point Z at Lat. $40^{\circ} 13' 24''$ N and Long. $23^{\circ} 21' 37''$ E.

Article 2

Right to Renewal and Reductions of the Original Exploration Areas

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

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

3. Provided the Corporation has carried out its investment and working obligations during the first two years, as specified in 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 (first renewal period, from the end of the second through the end of the fourth year from the effective date of this Agreement).

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

5. Provided the Corporation has carried out its investment and working obligations during the first renewal period (from the second through the end of the fourth year from the effective date of this Agreement) as specified in Articles 3 and 4 of this Agreement and provided it has carried out the surrenders specified under items 2 & 4 above, the areas retained by the Corporation shall be held by it in full right for another period of one year (second renewal period, from the end of the fourth through the end of the fifth year from the effective date of this Agreement).

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

7. If at any time during the first five years from the effective date of this Agreement the Corporation makes a discovery of hydrocarbons in the original exploration area in quantities which in the Corporation's opinion would ensure the possibility of an economic operation for the Corporation and selects a development concession as per Article 5, items 1 and 2, then : (1) One month before the end of the fifth year from the effe-

tive date of this Agreement (end of the second renewal period), the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fifth year. The areas to be so surrendered shall measure at least 25 % of the original area. (2) The Corporation shall have the right after the end of the fifth year from the effective date of this Agreement to hold for the duration of the said development concession all exploration areas still held by the Corporation after the areas selected in (1) above have been surrendered. Therefore if discoveries of hydrocarbons are made and concessions selected in the original exploration area under the conditions foreseen at the beginning of this item, then the total of the exploration areas which the Corporation shall have the right to hold by virtue of this item 7 shall be equal to 25 per cent of the total area of the original exploration area minus the areas, if any, voluntarily surrendered by the Corporation before the end of the fifth year from the effective date of this Agreement and minus the areas of the development concessions held by the Corporation at the end of the fifth year.

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

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

The boundaries of the areas surrendered and retained in accordance with this Article, as also of the areas conceded for exploration, shall be defined by geographic coordinates on the above-mentioned British Admiralty Chart No 1085.

Article 3

Investment Obligation of the Corporation

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

Ist Year	U.S. \$
Marine seismic survey plus any other type of geological and geophysical work to determine structural anomalies.	100,000.00
*2nd Year : Marine seismic survey plus any other type of geological geophysical, engineering and any and all other work necessary in determining a suitable drilling site	100,000.00
Commencement of drilling operations and/or drilling operations	200,000.00

* In the event that surveys to date in the course of the first or second years indicate, in the opinion of the Corporation, the desirability of drilling one or more deep tests, the Corporation shall have the right to commence such drilling at any time during the validity of the Agreement. The Corporation shall in any event be responsible for the fulfilment of the investment

3rd Year :	Drill an offshore exploratory well to a minimum depth of 2,650 m. with a rig capable of drilling to at least 3,300 m. or in the event the Corporation wishes to drill onshore it shall have the right to drill one or more wells to an aggregate depth of 2,650 meters with a rig of drill capacity appropriate to the Scheduled drilling program.	800,000.00
4th Year :	Drill one exploratory well to a minimum depth of 2,650 meters, with a rig capable of drilling to 3,300 m.	1,000,000.00
5th Year :	Drill one exploratory well to a minimum depth of 2,650 m. with a rig capable of drilling to 3,300 m.	1,000,000.00
Minimum Total Investment U. S. \$		3,200,000.00

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

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

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

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

	U. S. \$ per sq. km.
a) for the whole period of the first three years	900.00
b) for the whole period of the three following years	1,500.00
c) for the whole period of the three following years	2,250.00
d) every three years after the end of the ninth year (after the end of the fourteenth year from the effective date hereof)	3,000.00

obligation during the first year in required seismic and geological work.

If the Corporation considers that sufficient geophysical information has been obtained, the obligatory sum of \$ 100,000.00 for seismic and geological work during the second year may be disposed also for exploratory drilling and/or the commencement of drilling operations.

5. a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement in the initial two-year period and the following renewal years, mentioned under item 1 of this Article, in excess of its investment obligations for each of these years shall be credited against the investment obligations of the following year or years. Any amounts invested by the Corporation in its exploration operations under this Agreement during any one of the periods of three years mentioned in item 4 of this Article in excess of the specifically mentioned investments for the same period, shall be credited against the obligatory investments for exploration of the following period or periods of three years each.

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

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

b) For the purpose of item 6, sub-item a) only : Organization expenses shall be taken to be also all expenses incurred in connection with the formation of the Corporation and the negotiation of this Agreement prior to the date of its ratification through Law.

Administrative expenses shall be taken to be all expenses by the Denver 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 and capable of reaching the depth defined in Article 4, item 5, the Corporation shall have the right to credit against the investment obligations mentioned in this Article not more than 20 per cent of the purchase price (including cost of transportation to Greece) provided this amount does not exceed normal rental for this type of rig per calendar year, beginning with the calendar year when the rig is used for the first time in Greece until such time when the total purchase price is so credited.

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

Article 4

Working Obligations - Explorations

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

2. Subject to the provisions of item 1 of Article 3, the drilling of a deep exploration well shall be started within twenty - five months from the effective date of this Agreement.

3. Subject to the provisions of item 1 of Article 3 during the period from the end of the second to the end of the fourth year, at least two deep exploration wells shall be drilled.

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

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

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

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

8. A deep exploration well shall mean a well of a depth of not less than 2,650 meters measured from the rig's rotary table provided, however, that for the purpose of this Article the following wells shall be deemed to be deep exploration wells :

a) Any exploration well in which a discovery of hydrocarbons is made at any depth of less than 2,650 meters in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation and provided the Corporation makes the notification foreseen in Article 5, item 1 of this Agreement on the basis of this discovery.

b) Any exploration well in which the crystalline or granite basement is encountered at any depth between 750 meters and 2,650 meters. If however, the crystalline or granite basement is encountered at any depth before the well has reached 750 meters, such exploration well shall not be deemed to be a deep exploration well, and in this case the Corporation shall have to drill one additional well, which shall have to be drilled to a depth of 2,650 meters, or until discovery of hydrocarbons, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the circumstances arise which are foreseen under c) below, whichever of these three events occurs first.

c) Any exploration well with respect to which the Greek State and the Corporation agree that further drilling is not justified. If this agreement is reached before the well has reached the depth of 750 meters, then such exploration well shall not be deemed to be a deep exploration well and the Corporation shall have to drill one additional well to a depth of 2,650 meters, or until discovery of hydrocarbons in it, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the Greek State and the Corporation agree that further drilling of this well is not justified, whichever of these three events occurs first.

In the cases foreseen under b) and c) above, the meterage drilled in the original well added to the meterage of the replacement well shall not be less than 2,650 meters. If the condition provided for in the preceding sentence is not complied with within the established time limits, the Corporation shall be obligated to pay to the Greek State an amount of U.S. dollars 350 for each meter by which the total added meterage of the original and of the replacement well falls short of 2,650 meters. Upon the payment of this amount the original and the replacement well taken together shall be deemed to be one deep exploration well under the terms of this Article.

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

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

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

b) The Greek State shall assume all risks connected with this additional drilling and full responsibility for

all damages suffered by the Corporation or by third parties as a result of same, except in the case of gross negligence on the part of the Corporation.

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

d) In case hydrocarbons are discovered in the above-mentioned well during this additional drilling in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation, then the Corporation shall have the right to apply for and receive a Development Concession with respect to this discovery as stipulated in Article 5 of this Agreement, it being understood however that in this latter case the Corporation shall have to pay to the Greek State thirty days after the Corporation notifies the declaration 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 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 in Article 11 of Law 3948/1959.

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

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

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

5. The duration of the lease of each development concession of the Corporation shall be twenty-eight years from the date of the notification of the declaration.

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

Article 6

Development and Production obligations of the Corporation

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

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

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

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

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

Article 7

Authorized Operations of the Corporation and 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 deve-

lopment concessions at any time held by the Corporation under this Agreement.

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

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

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

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

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

7. The Greek State shall render all lawful assistance to the Corporation in obtaining the permits and authorizations from any and all competent authorities, including the military authorities, necessary to reach the objectives described in the preceding items.

Should the lack of or delay in obtaining the said permits and authorizations render impossible or necessarily delay the carrying out of any of the Corporation's obligations under this Agreement, such non-performance or any delay in the performance by the Corporation of its obligations under this Agreement resulting therefrom shall not constitute a transgression of the terms of this Agreement and shall be treated as a case of «force majeure» under Article 25 of this Agreement.

8. During the performance of seismic measurements in the sea, the Corporation undertakes the obligation to cause explosions through compressed air-guns or by use of another method applied to limit destruction of marine life. Only in exceptional cases when above

methods do not produce satisfactory results will the use of explosive material be allowed.

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

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

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

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

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

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

f) The Corporation shall be obliged to submit the following to the Directorate of Harbor Police, Ministry of Merchantile Marine :

i) Full details of all floating equipment and advance notice to the nearest Harbor Authority of their sailing schedules ;

ii) A Table giving full details of foreign and local staff it intends to engage and advance notice to the nearest Harbor Authority of any change.

iii) The technical characteristics of its telecommunications equipment.

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

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

The Corporation shall pay to the Greek State a royalty of 15 % (fifteen per cent) on all hydrocarbons (crude oil, natural gas and natural gasoline) produced and measured by it as per item 3 of this Article in the course of its operations under this Agreement, freed from water and foreign substances.

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

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

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

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

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

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

6. Should the Corporation own and operate in Greece any trunk pipelines for the transportation of crude oil and natural gas the Greek State may request the Corporation to transport the quantities belonging to the

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

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

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

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

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

Article 10

Taxes

1. The Corporation shall be subject as if it were a Société Anonyme to the income tax for limited stock corporations at a fixed rate of 50 per cent on the net profits derived from its operations during a business period and determined as set forth in item 7 of this Article, whatever the rate in force from time to time for other corporations may be. From the amount of income tax for a business period computed in accordance with this Article there shall be subtracted the amount of the royalties paid during the business period either in cash or in kind pursuant to Article 9 of this Agreement and, from the time the Corporation has net income from the concession, the amounts of Sremmatikos payment pursuant to Article 8 of this Agreement in order to arrive at the net amount of income tax to be paid by the Corporation in respect of the business period. It is agreed that the royalties provided for by Article 9 of this Agreement are to be paid on any production of hydrocarbons whether the Corporation's operations result in a net profit or loss. It is further agreed that the royalty and tax rates set forth in Articles 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement, and that the sub-

straction of the royalties from the income tax will remain unchanged during this Agreement and the Corporation in the consideration of such undertakings agrees and declares that during this Agreement or any time afterwards it shall not intend to raise any objection or dispute as to the rate of 50 per cent on the net profits as provided herein above, and it will accept in all cases the contractual effectiveness and validity of this clause.

2. The net amount of the income tax determined under item 1 above is entitled to credit under L.D. 2548/1953, 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 (Sremmatikos) provided for in Article 8 of this Agreement, the royalties provided for in Article 9 of this Agreement and the tax on its net profits provided for in item 1 of this Article, the Corporation, its property, operations and rights, its income from operations under this Agreement, as well as any machinery, spare parts, accessories, tools and materials of any kind imported from abroad for the carrying out of the Corporation's operations under this Agreement (with the exception of fuel of any kind) as well as the hydrocarbons produced by the Corporation under this Agreement (with the exception of refined products of any kind), shall be exempted from all taxes, whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, fiscal stamps or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and in general of any third party, except for ordinary dues paid in respect of services or rights of all kinds and for employers'insurance contributions to insurance funds and organizations.

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

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

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

4. Foreign shareholders or partners of the Corporation provided they are domiciled or reside abroad are exempted, as regards their income from the Corporation, from all taxes, regular or extraordinary or le-

vied for special purposes, duties, withholdings, contributions or other exactions in favor of the Greek State, or any Greek authority or legal entity, or any third party, by reason of their capacity as shareholders or partners of the Corporation.

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

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

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

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

b) Expenditures for services under item 1, a) of Schedule B and sales expenses under item 1, d) of Schedule B which are performed for the Corporation outside of Greece by other companies which are controlled directly or indirectly by ANSCHUTZ CORPORATION 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 and shows the items of costs, 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 the case, the obligations deriving from Article 9 of the present Agreement for the monthly or semi-annual payments of amounts foreseen by the above provisions remaining, however, in force, and the Corporation being only obliged to pay each year the income tax on the profits of the preceding business period.

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

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

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

Article 11

Import and Export of Machinery, Equipment and Materials

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

2. The machinery, equipment, spare parts and materials of any kind whatsoever mentioned under 1 above, except fuels and lubricants, but including vehicles, marine vessels and platforms, whether selfmoving or not, upon which machinery, instruments, cranes or any other kind of accessories necessary for the op-

rations of the Corporation are fixed, as well as the relative tractors and, finally, jeeps or equivalent vehicles of whatever kind not exceeding six at the beginning of operations and then one for each calendar year, shall be exempt from import and customs duties and all other taxes, charges, fees and stamp duties, as well as from taxes levied on behalf of third parties upon importation.

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

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

Article 12

Domestic Consumption and Exports

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

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

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

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

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

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

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

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

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

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

b) That from and after the effective date of this Agreement the Greek State shall exercise every effort to ensure, insofar as existing contractual obligations shall permit, that all new contractual obligations for the supply of crude oil or products and all extensions, renewals, or substitutions of either presently existing or future crude oil or product supply contracts shall contain every reasonable and lawful provision which is within the power of the Greek State to permit the utilization of the amounts of indigenous crude oil as defined in item 3 of this Article in Greek refineries at the earliest possible time after commercial crude oil production begins. However, the provisions of item 6 b) will not apply to product supply contracts that are for periods of one year or less and 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 any state Agreement regarding the supply of crude oil or products or the establishment of refineries in Greece which the Greek State has concluded up to the date of this Agreement or will probably conclude in the future prior to the date when the Corporation notifies the Greek State that it has discovered suitable crude oil in commercial quantities or subsequent to such date so long as the Greek State provides for utilization in Greek refineries of the amounts of such crude oil produced and delivered to the Greek State up to maximum of the obligations defined in this item 6.

7. Should there be any other producers of suitable crude oil in Greece at any time during the validity of this Agreement then the obligation of the Corporation to supply and the obligation of the Greek State regarding priority of purchase of suitable crude oil produced

by the Corporation in Greece shall be limited to the percentage participation of the Corporation's production in relation to the total production by all producers of suitable crude oil in Greece.

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

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

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

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

11. Should the Corporation own and operate in Greece any trunk pipelines for the transportation of crude oil and/or any gas lines, the Greek State may request the Corporation to transport the crude oil and/or natural

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

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

Article 13 Foreign Exchange

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

- a) by converting to Greek currency, through the banks and agents officially authorized to deal in Greek currency and foreign exchange, U.S. dollars or foreign currency freely convertible to U.S. dollars, in such amounts as will be sufficient to cover the Corporation's cash operating expenses in Greek currency, including any payments to the Greek State and third parties ;
- b) by directly purchasing and/or hiring abroad, with its foreign currency funds, and importing to and/or using in Greece, freely and without any restrictions, such machinery, equipment, materials and services, of any nature whatsoever, as will be required by the Corporation for its operations under this Agreement.

2. Once production commences, the Corporation shall be entitled to meet its cash operating expenses in Greece, including payments to the Greek State in the form of stremmatikos, royalties and taxes, out of the Drachmae revenues obtained by the Corporation from the sales on the domestic market under the terms of Article 12. When the Corporation's Drachmae revenues exceed its cash operating requirements in Greek currency, the Corporation shall be permitted to remit abroad such Drachmae surplus funds derived from the local sale of hydrocarbons. Such remittances shall be made by the conversion of Greek currency 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, and 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 revenue 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 attesta-

tion 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 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 quadruplicate.

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

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

a) For the Seismic Research :

(1) Complete series of seismic record section displays for all seismic profiles measured.

(2) Complete results of velocity determinations by refraction method.

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

(4) Technical report on field methods employed.

b) For the Drilling Exploration :

(1) Weekly progress bulletin covering drilling operations.

(2) Stratigraphical and lithological log of the drill-holes.

(3) Continuous series of cuttings.

c) For the measurements within the drilled area :

Schlumberger (The different loggings)

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

- (1) Electrical resistivity logging.
- (2) Self-potential logging.
- (3) 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 or of their interruption and of discovery of any hydrocarbons. This obligation is in addition to the obligation of supplying quarterly and annual reports mentioned under item 2 above.

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

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

7. With the exception of generalized figures of the meterage drilled, the number of wells and the total production of hydrocarbons per field, all data, information, reports and material submitted by the Corporation to the Greek State shall be treated by it as confidential, unless the Corporation advises the Greek State in writing with respect to any specific information that it relieves the Greek State from its obligation.

8. As an exception to the above rule, the Greek State shall have the right to communicate to third parties for purposes of scientific publications or other purposes, the scientific or technical data and information supplied to it by the Corporation three years after the termination of the Corporation's rights with respect to any specific exploration area or concession to which this information applies or immediately upon termination of this Agreement. The Corporation shall not unreasonably withhold its consent concerning requests of the Greek State to publish or communicate to third parties for publication or otherwise, earlier than stipulated in the preceding sentence, specific parts of the information supplied to it by the Corporation if, in the Corporation's opinion, this may be done without harming its interests.

Article 15

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

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

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

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

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

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

4. Any delay in the operations of the Corporation and in the fulfilment 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 operation and which cannot be remedied through

due diligence or appropriate action by the Corporation will be considered as «force majeure» entailing also the consequences of «force majeure».

Article 16

Use of Contractors

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

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

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

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

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

Article 17

Employment of Greek and Foreign Personnel

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

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

3. The foregoing employees of the Corporation shall be subject to the payment of Greek Income Tax six months after the issue of their Greek residence and work permits, but only on the salary which shall be paid to them by the Corporation for services rendered in Greece. The salary to be taxed, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that shown as an expense in the Corporation's books. In addition, these employees shall be entitled to the benefits of Law 1413/1950 ratifying the Convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Such residence of a foreign employee in Greece

shall begin on the day he is granted the regular residence and working permits. Absences from Greece of more than fifteen consecutive days at a time shall be added to the six month period in establishing the date on which a foreign employee shall be liable to the payment of Greek Income Tax. The foreign employees of the Corporation shall pay all other Greek taxes in accordance with legislation from time to time in force.

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

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

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

- a) all expenses of the trainees will be paid for by the Greek State ;
- b) the training program shall be concentrated on practical work, the details of which shall be established each time by the Corporation on the basis of general indications by the Greek State with the scope of giving the trainee the possibility to gain practical experience in the various phases of exploration for and development of hydrocarbons ;
- c) the training period for each trainee shall normally be six months, but, unless another mutually satisfactory agreement is reached between the Greek State and the Corporation, it shall in no case be more than twelve months ;
- d) the person of the candidate for the position of trainee selected by the Greek State shall be subject to approval by the Corporation, which may refuse such approval if in the Corporation's opinion this candidate is unsuitable for the carrying out of his assignment. The Corporation shall also have the right to request the Greek State to recall a trainee already approved by the Corporation, for the same reason, as above. However in both the above mentioned cases, the Greek State shall have the right to immediately nominate a substitute.

Article 18

Books of the Corporation

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

ing practice and in accordance with the Code of Greek Taxes.

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

Article 19

Managerial and Administrative Freedom

The Corporation shall have full, unrestricted and complete managerial and administrative freedom in the conduct of its operations and activities during the duration of this Agreement. The Corporation shall have complete freedom to determine and to carry out in its own free judgment its investment policy, as 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 and 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-comp-

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

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

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

Expiration

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

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

Article 22

Disposal of Corporation's Property

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

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

2. Except as provided under item 4 of this Article, the Corporation shall have the right freely to dispose in any manner whatsoever of all its movable and immovable property and of any other rights of any nature during the entire period of validity of this Agreement and upon termination or expiration of same for any reason whatsoever, whether this movable or immovable property or other right is located within or outside the exploration areas and/or development concessions of the Corporation.

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

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

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

period during which the Corporation derives for the first time gross receipts from the sale of hydrocarbons.

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

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

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

Article 23

Transfers

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

- a) to another Corporation controlled by the assignor ; or
- b) to another Corporation controlled by ANSCHUTZ CORPORATION INC., or by another Corporation controlled by ANSCHUTZ CORPORATION INC ; or
- c) to one or more limited partnerships formed under the laws of a State in the United States designating ANSCHUTZ OVERSEAS CORPORATION as a general partner, the aforementioned partnership to be subject as a legal entity to taxation exclusively in accordance with Article 10 herein and at the rate stated therein and its partners to enjoy all exemptions provided by item 4 of the same Article and not to be deemed to be established in Greece by reason of the partnership's activity there ; or
- d) to any other third party, in this case, however, only upon the written approval of the Minister of Industry, which approval given in the Minister's free judgment shall be limited to the person, whether physical or juridical, of the assignees.

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

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

4. In the event of assignment in accordance with the terms laid down in sub-items a), b), c) and d) of item 1 above, all investments made and expenditure and expenses incurred by the Corporation in accordance with this present Agreement, as well as all realisable revenue, shall be considered as applicable to the assignee in accordance with this Agreement, inclusive of investment and taxation obligations.

Article 24

Applicable Laws

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

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

3. Should such a conflict exist, either today or in the future, the terms and conditions of this Agreement shall prevail and the stipulations of the above mentioned Laws and Regulations which are in conflict with the terms and provisions of this Agreement shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

Article 25

Force Majeure

1. Failure by the Corporation to carry out any of its obligations under this Agreement shall not give rise to any claim and shall not be deemed to be a transgression of this Agreement if such failure is due to force majeure. This expression shall include but not be limited to acts of God, epidemics, earthquakes, fires, explosions, floods, casual occurrences, war, revolution, civil commotions, insurrections, riots, strikes, acts of the public enemy, blockades, any act of the Greek State or of any Greek authority or of any foreign Government and any other unforeseen act or circumstance beyond the control of the Corporation. If by reason of such force majeure the compliance of the Corporation with its obligation or the enjoyment of its rights under this Agreement is delayed, the period such delay shall be added to the periods fixed in this Agreement for such compliance or such enjoyment.

2. Should the status of force majeure due to one or more causes continue for more than one continuous year the Corporation shall have the right to surrender to the Greek State in writing all its rights and obligations under this Agreement and upon such written surrender this Agreement shall terminate. Upon such surrender the Corporation shall be relieved from all its obligations of whatever nature under this Agreement, and the Greek State as well as the Corporation shall not have any claims against each other for the nonfulfilment 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 settled by arbitration in accordance with the provisions of Article 28 of Law 3948/1959 are : 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

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

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

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

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

Article 28

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

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

Article 29

Marketing and Refining

Marketing

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

Refining

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

therein the crude oil which it has the right to export and to export the petroleum products obtained from 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 therefore 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 any of its 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 thirty days from the signature of this Agreement a Letter of Guarantee of a recognized Bank in Greece for an amount of U.S. dollars 300.000.- (three hundred thousand). This Letter of Guarantee shall cover the good performance of the present Agreement and all the obligations of the Corporation and all its outstanding financial obligations towards the Greek State for a period of five years from the effective date of the Agreement and the Corporation, without any notice, shall be obligated to renew at least every five years said Guarantee during the entire period of the validity of Agreement and until it shall expire or be terminated. Unless a new Letter of Guarantee for the same amount is furnished the Greek State by a recognized Bank in Greece at least four months prior to expiration of the valid Letter of Guarantee this Agreement will expire at the date of expiration of the valid Letter of Guarantee. The above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable.

If these amounts have not become finally payable two months before the expiration of the Guarantee they may be collected before their finalization by encashment of the Guarantee, unless the 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 from Stamp Duties

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

Article 32 Effective Date of Agreement

1. The present Agreement is subject to the timely deposition of the Guarantee referred to in Article 30

and its ratification by the legislative authority, after which and following the effective date of the Law ratifying it its effect and consequences commence.

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

3. In case of modification by the legislative authority of the provisions of this Agreement and in case the thirty day 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

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 ANSCHUTZ OVERSEAS CORPORATION, to :

Socrates Vekris ,
Filellinon 19
Athens, Greece

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

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

Article 34 Letter of Technical and Financial Assistance

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

By means of a separate letter addressed to the Greek State in accordance with the draft of this letter prepared by the Greek State and the Corporation and initialled today by them, ANSCHUTZ CORPORATION 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 to ANSCHUTZ OVERSEAS CORPORATION or, in case of transfer, to the transferee mentioned in Article 23, item 1, sub-items a), b) and c) of this Agreement all necessary

technical and financial assistance for the fulfilment of the purposes of the present Agreement and the keeping of its obligations deriving therefrom towards the Greek State as stated more specifically in the above draft letter.

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

Article 35

Protection of Investment Under Legislative Decree 2687/1953

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

Article 36

Cash Payments to the Greek State

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

Article 37

Good Execution of Agreement

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

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

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

Article 38

Valid Texts

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

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

Athens 19th December 1970

The Contracting Parties

For the Greek State

ANSCHUTZ OVERSEAS
CORPORATION

C. Kypreos
Minister of Industry

For the Corporation

E. J. Athens
Special Attorney

SCHEDULE B

Costs, Expenses and Charges

1. The items of costs, expenses and charges referred to in Item 7 of Article 10 of the present 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 contribution, 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) amortization 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 Sremmatikos payment provided for in Article 8 of this Agreement, during those periods prior to the first period in which net income is realized by the concessionaire.

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

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

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

3. For the purpose of this Schedule B only the term «exploration expenses» shall mean all expenditures for discovering a deposit of hydrocarbons and for determining its size or expenditures related thereto. The term shall not include expenditures for materials

used in buildings at well sites, or installations or buildings at well sites, or drilling equipment, gathering and production lines, casings, tankage, motors, boilers, machinery and the like. On the contrary, the term shall include expenditures incurred for preliminary investigations and surveys, whether ground, aerial or marine, all expenditures for geological and geophysical work, and all other expenditures incurred in determining the location and extent of a deposit of hydrocarbons.

The term «intangible drilling expenses» shall mean all expenditures for labor, fuel, repairs, maintenance, handling, supplies and materials which are for or incidental to drilling, cleaning, deepening or completing wells or preparation therefore. 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 19th December 1970

The Contracting Parties

For the Greek State

For the Corporation
ANSCHUTZ OVERSEAS
CORPORATION

C. Kypreos
Minister of Industry

E. J. Athens
Special Attorney

Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

‘Η έτησία συνδρομή τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τμηματικῶν πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ Ἐφημερίδι τῆς Κυβερνήσεως, καθώρισθαις ὡς κάτωθι:

A. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διά τὸ Τεῦχος Α'	Δραχ.	400	‘Υπὲρ τοῦ Ταμείου ‘Αλληλοβοηθείας Προσωπικοῦ τοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) δαπαλογοῦν τὰ ἔξις ποσά:
2. > > > Β'	>	350	
3. > > > Γ'	>	300	
4. > > > Δ'	>	500	
5. > > > Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	>	300	1. Διά τὸ Τεῦχος Α' Δραχ. 20.—
6. > > Παράρτημα	>	200	2. > > > Β' > 17,50
7. > > Δελτίον Ἀνωνύμων Ἐταιρειῶν κ.λ.π...	>	750	3. > > > Γ' > 15.—
8. > > Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς Ἰδιοκτησίας	>	200	4. > > > Δ' > 25.—
9. Δι' ἀπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία.....	>	2.500	5. > > > Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π. / .. > 15.—
Οἱ Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἡμισυ τῶν ἀνωτέρω συνδρομῶν.			6. > > Παράρτημα .. > 10.—
			7. > > Δελτίον Ἀνωνύμων Ἐταιρειῶν .. > 37,50
			8. > > Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας .. > 10.—
			9. > > Δι' ἀπαντα τὰ τεύχη .. > 125.—

B. ΤΙΜΗ ΦΥΛΛΩΝ

‘Ἐκαστον φύλλον, μέχρις 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 σελίδων καὶ ἐπων, ἐκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

C. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιωρισμένης Εὐθύνης:			
A. Δημοσιεύματα Ἀνωνύμων Ἐταιρειῶν			
1. Τῶν δικαστικῶν πράξεων	Δραχ.	200	12. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ δρόμου 2 παρ. 3 Α.Ν. 148/67
2. Τῶν καταστατικῶν Ἀνωνύμων Ἐταιρειῶν ...	>	5.000	Δραχ. 500
3. Τῶν τροποποίησεων τῶν καταστατικῶν τῶν Ἀνωνύμων Ἐταιρειῶν	>	1.000	13. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς κεφαλαιογράφων περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ δρόμου 2 παρ. 4 Α.Ν. 148/67
4. Τῶν διακοινώσεων καὶ προστήσεων εἰς γενικά συνελεύσεις, τῶν κατὰ τὸ δρόμον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων, ως καὶ τῶν διακοινώσεων τῶν προβλεπομένων ὑπὸ τοῦ δρόμου 59 παρ. 3 τοῦ Ν.Δ. 400/70 περὶ Ἀλλοδοτῶν Ἀσφαλιστικῶν Ἐταιρειῶν.	>	500	
5. Τῶν διακοινώσεων τῶν ὑπὸ διάλυσιν Ἀνωνύμων Ἐταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	>	100	
6. Τῶν ισολογισμῶν τῶν Ἀνωνύμων Ἐταιρειῶν.	>	2.000	
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Ἐταιρειῶν	>	500	B. Δημοσιεύματα Ἐταιρειῶν Περιωρισμένης Εὐθύνης
8. Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν Ἀσφαλιστικῶν Ἐταιρειῶν	>	300	1. Τῶν καταστατικῶν
9. Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργαστῶν Ἀσφαλιστικῶν Ἐταιρειῶν, ως καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	>	2.000	2. Τῶν καταστατικῶν τῶν Ἀλληλασφαλιστικῶν Συνεταιρισμῶν - ‘Αλληλασφαλιστικῶν Ταμείων
10. Τῶν περὶ παροχῆς πληρεξουσίστητος πρὸς ἀντηροστητούν ἐν Ἑλλάδι διλογιστῶν Ἐταιρειῶν, ως καὶ τῶν ἀποφάσεων περὶ μεταβιβάσεων τοῦ χαρτοφύλακος Ἀσφαλιστικῶν Ἐταιρειῶν κατὰ τὸ δρόμον 59 παρ. 1 τοῦ Ν.Δ. 400/70	>	1000	3. Τῶν ὁδειῶν παλήσεως ιαματικῶν ὑδάτων ...
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως Ἀνωνύμων Ἐταιρειῶν	>	5.000	Tὸ ὑπέρ τοῦ Ταμείου ‘Αλληλοβοηθείας Προσωπικοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητῶν ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὀρισθῇ εἰς 5%.

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

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεῖα ἔναντι ἀποδεικτικοῦ εἰσπράξεως, μερίμνῃ τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν ‘Υπηρεσίαν τοῦ Εθνικοῦ Τυπογραφείου.
2. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὀνόματι τοῦ Εθνικοῦ Τυπογραφείου.
3. ‘Η καταβολὴ τοῦ ὑπέρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα ‘Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, σπέρ διδέται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δριζόμενα διὰ τῶν ὑπὸ δριθ. 192378/3639 τοῦ ἑτού 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 139) ἐγκυρίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. ‘Επι συνδρομῶν ἐξωτερικοῦ ἀποστέλλομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπέρ τοῦ ΓΑΠΕΤ προσθοτόν.

Ο ΠΡΟΓΡΑΜΜΑΤΟΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε. Τ.

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ