



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ 7 ΔΕΚΕΜΒΡΙΟΥ 1971

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
252

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 981

Περί κυρώσεως της από 23 Μαρτίου 1971 Συμβάσεως μεταξύ αφ' ενός του 'Ελληνικού Δημοσίου και αφ' ετέρου της εν 'Αγίω Φραγκίσκω—Καλιφορνίας των ΗΠΑ έδρευούσης εταιρείας CHEVRON OIL EXPLORATION COMPANY OF GREECE, μετά των συννημένων ταύτη σχεδίου και πίνακος περί παραχωρήσεως εις την εταιρείαν ταύτην του δικαιώματος έρεύνης και εκμεταλλεύσεως υδρογονανθράκων εις την θαλασσίαν περιοχὴν του Νοτιοανατολικού Αἰγαίου Πελάγους.

ΚΩΝΣΤΑΝΤΙΝΟΣ
ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει του 'Ημετέρου 'Υπουργικοῦ Συμβουλίου, άπεφασίσαμεν και διατάσσομεν :

Άρθρον 1.

Κυροῦται και κτᾶται ισχύν νόμου ή μεταξύ του 'Ελληνικοῦ Δημοσίου και της εν 'Αγίω Φραγκίσκω—Καλιφορνίας των ΗΠΑ έδρευούσης 'Εταιρείας υπό την έπωνυμίαν CHEVRON OIL EXPLORATION COMPANY OF GREECE, υπογραφεῖσα εν 'Αθήναις τη 23 Μαρτίου 1971 Σύμβασις, περί παραχωρήσεως εις την ως άνω εταιρείαν του δικαιώματος έρεύνης και εκμεταλλεύσεως υδρογονανθράκων εις θαλασσίαν περιοχὴν του Νοτιοανατολικού Αἰγαίου Πελάγους, ως αὕτη λεπτομερῶς περιγράφεται και έμφανεται διά του άρθρου 1 της κυρουμένης συμβάσεως και τῶ έπισυναπτομένῳ ταύτη σχεδιαγράμματι ως «Σχέδιον Α'» έξ άρθρων 38 και πίνακος υπό τίτλον «Πίναξ Β', Κόστος—

Έξοδα—Βάρη», ής τό κείμενον εν τε τη 'Ελληνική και τη 'Αγγλική γλώσση παρατίθεται.

Άρθρον 2.

Η ισχύς του παρόντος άρχεται από της δημοσιεύσεώς του διά της 'Εφημερίδος της Κυβερνήσεως.

Εν 'Αθήναις τη 30 Σεπτεμβρίου 1971

Εν 'Ονόματι του Βασιλέως
Ο ΑΝΤΙΒΑΣΙΛΕΥΣ
ΓΕΩΡΓΙΟΣ ΖΩΪΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ
Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

ΟΙ ΑΝΤΙΠΡΟΕΔΡΟΙ
ΣΤΥΛ. ΠΑΤΤΑΚΟΣ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

ΤΑ ΜΕΛΗ

ΙΩΑΝ. ΑΓΑΘΑΓΕΛΟΥ, ΑΔΑΜ. ΑΝΔΡΟΥΤΣΟΠΟΥΛΟΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΓΕΩΡΓ. ΠΕΖΟΠΟΥΛΟΣ, ΙΩΑΝ. ΣΤΑΥΡΟΠΟΥΛΟΣ, ΙΩΑΝ. ΚΟΤΛΗΣ, ΑΓΓΕΛ. ΤΣΟΤΚΑΛΑΣ, ΚΩΝΣΤ. ΠΑΝΑΓΙΩΤΑΚΗΣ, ΓΕΡΑΣ. ΦΡΑΓΚΑΤΟΣ, ΑΝΤΩΝ. ΜΠΕΡΝΑΡΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΟΡΕΣΤ. ΓΙΑΚΑΣ, ΣΠΗΤΡ. ΒΕΛΛΙΑΝΙΤΗΣ.

Έθεωρήθη και έτέθη ή μεγάλη του Κράτους σφραγίς.

Εν 'Αθήναις τη 2 'Οκτωβρίου 1971

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ

ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως Ὑδρογονανθράκων εἰς Θαλασσίαν περιοχὴν Νοτιοανατολικοῦ Αἰγαίου Πελάγους.

ΠΡΟΟΙΜΙΟΝ

Δοθέντος ὅτι, κατόπιν τῶν ἀπὸ 16 Σεπτεμβρίου 1970 καὶ 20 Φεβρουαρίου 1971 ἐπιστολῶν τῶν Ἑταιρειῶν CHEVRON OVERSEAS PETROLEUM INC. καὶ CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἀντιστοίχως, ἀμφοτέρων θυγατρικῶν Ἑταιρειῶν τῆς STANDARD OIL COMPANY OF CALIFORNIA, πρὸς τὸ Ὑπουργεῖον Βιομηχανίας τοῦ Βασιλείου τῆς Ἑλλάδος, προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις, μεταξύ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐκ τῶν ὡς ἄνω Ἑταιρειῶν CHEVRON OVERSEAS PETROLEUM INC, σχετικῶς μὲ τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεῦνης καὶ ἐκμεταλλεύσεως ὕδρογονανθράκων, καὶ

Δοθέντος ὅτι διὰ τῶν ἀνωτέρω διαπραγματεύσεων ἐτέθησαν οἱ βασικοὶ ὅροι συνομολογηθεσμένης συμβάσεως ἀπ' εὐθείας μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ῥηθείσης Ἑταιρείας CHEVRON OIL EXPLORATION COMPANY OF GREECE βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεῦνης καὶ ἐκμεταλλεύσεως ὕδρογονανθράκων» καὶ κυρωθησομένης διὰ Νόμου, καὶ

Δοθέντος ὅτι ἡ Ἑταιρεία CHEVRON OIL EXPLORATION COMPANY OF GREECE, Ἑταιρεία νομίμως συσταθεῖσα καὶ λειτουργοῦσα βάσει τῶν Νόμων τῆς Πολιτείας Ντελαουαίρ (DELAWARE) τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, καὶ ἐδρεύουσα ἐν τῇ πόλει Ἀγίου Φραγκίσκου τῆς Πολιτείας τῆς Καλιφορνίας τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, ἀνήκει ἐξ ὁλοκλήρου εἰς τὴν Ἑταιρείαν STANDARD OIL COMPANY OF CALIFORNIA, ἐδρεύουσαν ὡσαύτως εἰς τὴν πόλιν τοῦ Ἀγίου Φραγκίσκου τῆς Πολιτείας τῆς Καλιφορνίας τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

Διὰ ταῦτα

Μεταξὺ :

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

2. Τῆς Ἑταιρείας CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἀποκαλουμένης ἐν τοῖς ἐφεξῆς ἡ «Ἑταιρεία» ἢ ἡ «Μισθώτρια» ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου αὐτῆς EDWIN RUSSELL LOWRY, ἐνεργοῦντος βάσει εἰδικῆς πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἑταιρείας ὑπὸ ἡμερομηνίαν 19 Φεβρουαρίου 1971, ὧδε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

Ἡ παρούσα Σύμβασις κατηρτίσθη μετὰ συμφωνῶν γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω ὅρους καὶ συμφωνίας :

Ἄρθρον 1.

Ἀρχικὴ Ἐρευνητικὴ Περιοχὴ

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὕδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἑταιρείαν θαλασσίαν περιοχὴν ἐξαιρέσει ἀπασῶν τῶν ἐν αὐτῇ νήσων καὶ νησίδων, ἐκτάσεως περίπου 3.500 τετραγωνικῶν χιλιομέτρων προσδιοριζομένην καθ' ὅρια δι' ἐρυθρὰς γραμμῆς ἐν τῇ ἐπισυναπτομένῳ τῇ παρούσῃ συμβάσει ὑπ' ἀριθ. 71 χάρτη, ὑπὸ κλίμακα 1 : 500.000 τῆς Ὑδρογραφικῆς Ὑπηρεσίας τοῦ Ε.Ν. εἰς Γεωγραφικὸν Πλάτος 38° 00' 00" Β ἐκδοθέντος τὸ ἔτος 1953 καὶ τροποποιηθέντος μέχρι καὶ τοῦ ἔτους 1970, ἀποκαλουμένου τοῦ λοιποῦ ἐν τῇ παρούσῃ συμβάσει ΣΧΕΔΙΟΝ «Α», ὅπερ ὑπογράφεται ὑπὸ ἀμφοτέρων τῶν συμβαλλομένων μερῶν καὶ ἀποτελεῖ ἀναπόσπαστον μέρος τῆς παρούσης συμβάσεως.

Ἡ ἐν λόγῳ περιοχὴ ὁρίζεται διὰ πολυγωνικῆς γραμμῆς μεταξύ τῶν κάτωθι σημείων :

Ἀπὸ σημείου Α ἔχον γεωγραφικὸν πλάτος 37° 40' 00"

Β καὶ γεωγραφικὸν μῆκος 26° 53' 00" Α, ἐκεῖθεν εἰς σημείον Β ἔχον γεωγραφικὸν πλάτος 37° 32' 45" Β καὶ γεωγραφικὸν μῆκος 26° 56' 30" Α, ἐκεῖθεν, εἰς σημείον Γ ἔχον γεωγραφικὸν πλάτος 37° 28' 00" Β καὶ γεωγραφικὸν μῆκος 27° 01' 45" Α, ἐκεῖθεν εἰς σημείον Δ ἔχον γεωγραφικὸν πλάτος 37° 22' 15" Β καὶ γεωγραφικὸν μῆκος 27° 02' 45" Α, ἐκεῖθεν εἰς σημείον Ε ἔχον γεωγραφικὸν πλάτος 37° 16' 30" Β καὶ γεωγραφικὸν μῆκος 27° 04' 30" Α, ἐκεῖθεν εἰς σημείον Ζ ἔχον γεωγραφικὸν πλάτος 37° 00' 30" Β καὶ γεωγραφικὸν μῆκος 27° 04' 00" Α ἐκεῖθεν εἰς σημείον Η ἔχον γεωγραφικὸν πλάτος 36° 54' 00" Β καὶ γεωγραφικὸν μῆκος 27° 15' 00" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν βορείαν καὶ ἐν συνεχείᾳ δυτικὴν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Κῶ μέχρι τοῦ σημείου Θ ἔχοντος γεωγραφικὸν πλάτος 36° 42' 06" Β καὶ γεωγραφικὸν μῆκος 26° 55' 40" Α, ἐκεῖθεν εἰς σημείον Ι ἔχον γεωγραφικὸν πλάτος 36° 42' 06" Β καὶ γεωγραφικὸν μῆκος 26° 46' 00" Α, ἐκεῖθεν εἰς σημείον Κ ἔχον γεωγραφικὸν πλάτος 36° 50' 00" Β καὶ γεωγραφικὸν μῆκος 26° 46' 00" Α, ἐκεῖθεν εἰς τὸ σημείον Λ ἔχον γεωγραφικὸν πλάτος 36° 50' 00" Β καὶ γεωγραφικὸν μῆκος 26° 53' 00" Α, ἐκεῖθεν εἰς σημείον Μ ἔχον γεωγραφικὸν πλάτος 37° 00' 00" Β καὶ γεωγραφικὸν μῆκος 26° 53' 00" Α, ἐκεῖθεν εἰς σημείον Ν ἔχον γεωγραφικὸν πλάτος 37° 22' 00" Β καὶ γεωγραφικὸν μῆκος 26° 23' 00" Α, ἐκεῖθεν εἰς σημείον Ξ ἔχον γεωγραφικὸν πλάτος 37° 30' 00" Β καὶ γεωγραφικὸν μῆκος 26° 23' 00" Α, ἐκεῖθεν εἰς σημείον Ο ἔχον γεωγραφικὸν πλάτος 37° 30' 00" Β καὶ γεωγραφικὸν μῆκος 26° 30' 00" Α, ἐκεῖθεν εἰς σημείον Π ἔχον γεωγραφικὸν πλάτος 37° 32' 10" Β καὶ γεωγραφικὸν μῆκος 26° 30' 00" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν ἀνατολικὴν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νησίδος Φοῦρνοι μέχρι τοῦ σημείου Ρ ἔχον γεωγραφικὸν πλάτος 37° 35' 38" Β καὶ γεωγραφικὸν μῆκος 26° 31' 40" Α, ἐκεῖθεν εἰς σημείον Σ ἔχον γεωγραφικὸν πλάτος 37° 35' 38" Β καὶ γεωγραφικὸν μῆκος 26° 32' 20" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν νοτίαν καὶ ἐν συνεχείᾳ βορείαν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νησίδος Ἀγίος Μηνάς μέχρι τοῦ σημείου Τ, ἔχοντος γεωγραφικὸν πλάτος 37° 36' 30" Β καὶ γεωγραφικὸν μῆκος 26° 34' 00" Α, ἐκεῖθεν εἰς σημείον Υ ἔχον γεωγραφικὸν πλάτος 37° 40' 30" Β καὶ γεωγραφικὸν μῆκος 26° 35' 30" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν νοτίαν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Σάμου μέχρι τοῦ ἀρχικοῦ σημείου Α ἔχοντος γεωγραφικὸν πλάτος 37° 40' 00" Β καὶ γεωγραφικὸν μῆκος 26° 53' 00" Α.

Ἄρθρον 2.

Δικαίωμα ἀνανεώσεως καὶ περιορισμῶν τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς

1. Ἡ ὡς ἀνωτέρω πρὸς ἐρευναν ἔκτασις δίδεται εἰς τὴν Ἑταιρείαν διὰ περίοδον τριῶν (3) ἐτῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

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

3. Ἐφ' ὅσον ἡ Ἑταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις της κατὰ τὴν ἀνωτέρω τριετίαν, ὡς ἐν ἄρθροισι 3 καὶ 4 τῆς παρούσης συμβάσεως ὁρίζεται, καὶ προέβῃ εἰς τὰς ἐν τῇ ἀνωτέρω παρ. 2 ὑποχρεώσεις τῆς ἐπιστροφῆς, ὁ εἰς τὴν Ἑταιρείαν παραμένων χώρος κρατεῖται παρ' αὐτῆς κατὰ πλήρως δικαίωμα δι' ἑτέραν περίοδον 2 ἐτῶν (περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 3ου μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως).

4. Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἑταιρείας ὕδρογονάνθρακες εἰς ποσότητας ἐξασφαλιζούσας εἰς τὴν Ἑταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην της, ἐκμετάλλουσιν καὶ δὲν ὑπεβλήθη ὡς ἐκ τούτου παρὰ τῆς Ἑταιρείας αἰτήσεις παραχωρητηρίου, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους ἢ τῆς τυχόν αὐτοδικαίας παρατάσεως τούτου, κατὰ τὰ ἐν ἄρθρῳ 21 παράγρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς ὁριζόμενα, πᾶς χώρος κατεχόμενος παρὰ τῆς Ἑταιρείας κατὰ τὸν χρόνον ἐκεῖνον βάσει

της παρούσης Συμβάσεως, θα επιστρέφεται εις τὸν Ἑλληνικὸν Δημόσιον καὶ ἡ παρούσα συμφωνία θὰ θεωρῇται λήξασα.

5. Ἐὰν καθ' οἰονδήποτε στιγμήν κατὰ τὰ πρῶτα πέντε ἔτη ἰσχύος τῆς παρούσης συμβάσεως ἢ τῆς τυχόν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παρ. 8 β) σχετικῶς ὀριζόμενα, ἡ Ἑταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς οἰονδήποτε σημεῖον τῆς τότε κατεχομένης παρ' αὐτῆς ἐρευνητικῆς περιοχῆς εἰς ποσότητας ἐξασφαλίζουσας, κατὰ τὴν κρίσιν τῆς Ἑταιρείας, τὴν δυνατότητα οἰκονομικῶς συμπερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παρ. 1 καὶ 2 ὀριζόμενα, τότε :

α) Ἐὰν μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως ἢ τῆς τυχόν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς ὀριζόμενα, ἡ Ἑταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὁποίας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους ἰσχύος τῆς παρούσης συμβάσεως ἢ τῆς τυχόν ὡς ἄνω παρατάσεως αὐτῆς. Αἱ περιοχαὶ αἱ ὁποῖαι θὰ ἐπιστραφῶν θὰ εἶναι 50 % τοῦλάχιστον τῆς ἀρχικῆς περιοχῆς.

β) Ἡ Ἑταιρεία θὰ δικαιούται μετὰ τὸ πέρασ τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς ὡς ἄνω παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἀπάσας τὰς ἐρευνητέας περιοχὰς, ὡς ἔχει ἡ Ἑταιρεία μετὰ τὰς ἐπιλεγείσας πρὸς ἐπιστροφήν περιοχὰς κατὰ τὰ ἐν τῷ ἀνωτέρῳ ἐδαφίῳ α) ὀριζόμενα. Ὡς ἐκ τούτου εἰς τὴν περιπτώσιν ἀνευρεθῇσαν ὑδρογονάνθρακες καὶ ἐπελέγησαν ἐντὸς τῆς ἀρχικῆς ἐρευνητέας περιοχῆς, ὡς αὕτη θὰ ἔχῃ τυχόν περιορισθῇ, κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος ἄρθρου σχετικῶς ὀριζόμενα, καὶ ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου ὅρους, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὐς δύναται νὰ κατέχῃ ἡ Ἑταιρεία, βάσει τῆς παρούσης παρ. 5, θὰ ἰσοῦται πρὸς τὰ 25 % τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου, μείον τῶν τυχόν ἐπιστραφέντων ἐκουσίως, πρὸ τῆς παρελεύσεως τῶν 5 ἐτῶν, χώρων, ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, καὶ μείον τῶν περιοχῶν διὰ τὰς ὁποίας ἡ Ἑταιρεία θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ 5ου ἔτους καὶ τῆς τυχόν αὐτοδικαίας κατὰ τὰ ἄνω παρατάσεως αὐτοῦ, παραχωρήσεως πρὸς ἐκμετάλλευσιν.

6. Ἡ ἐπιλογή τῶν ἐπιστρεφόμενων χώρων κατὰ τὰς παρ. 2 καὶ 5, ὡς ἄνω, θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἑταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις δύναται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρων, ὑπὸ τὸν ὅρον ὅτι ἕκαστος τῶν ἐπιστρεφόμενων κειωρισμένων χώρων δὲν θὰ εἶναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

Ὅσακις ἡ Ἑταιρεία ἐπιλέγει τοὺς ἐπιστρεφόμενους χώρους θὰ ὑποβάλλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1 : 10.000 ἐμφαίνοντα τὰς ἐπιστρεφόμενας καὶ παρακρατουμένας περιοχὰς.

Τὰ ὅρια τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου ἐπιστρεφόμενων καὶ παρακρατουμένων χώρων, θὰ προσδιορίζονται διὰ συντεταγμένων, ἀναφερομένων εἰς τὸ Ἐθνικὸν τριγωνομετρικὸν δίκτυον ἢ διὰ γεωγραφικῶν συντεταγμένων.

7. Ἐπιφυλασσομένων τῶν ὑπὸ τῶν προηγουμένων παραγράφων τοῦ παρόντος ἄρθρου ὀριζομένων, ἐὰν δὲν ἤθελον ἀνευρεθῇ ὑπὸ τῆς Ἑταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλίζουσας εἰς αὐτὴν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμετάλλευσιν καὶ ὡς ἐκ τούτου δὲν ὑπεβλήθῃ παρ' αὐτῆς πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως ἢ τῆς τυχόν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παρ. 8 β) τῆς παρούσης ὀριζόμενα, αἰτήσεις παραχωρητηρίου, συμφωνία θὰ δύναιται κατὰ τὴν κρίσιν τῆς Ἑταιρείας, νὰ θεωρῇται ἰσχύουσα καὶ ἡ Ἑταιρεία νὰ δικαιούται καὶ μετὰ τὸ πέρασ τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως ἢ τοῦ πέρατος τῆς αὐτοδικαίας παρατάσεως αὐτῆς, νὰ διατηρῇ ἐπὶ μίαν εἰσέτι τριετίαν, ἀρχομένην ἀπὸ τῆς λήξεως τοῦ πέμπτου ἔτους ἢ τῆς τυχόν αὐτοδικαίας παρατάσεως, ἐκ τῶν κατεχομένων παρ' αὐτῆς κατὰ τὸν χρόνον ἐκεῖνον χώρων, βάσει τῆς παρούσης συμβάσεως, ἐρευνητέαν ἢ ἐρευνητέας περιοχὰς, ἐπὶ σκοπῷ διεξα-

γωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονάνθρακων, ἢ ἐκτάσεως τῆς ὁποίας ἢ τῶν ὁποίων ἐν οὐδεμίᾳ περιπτώσει θὰ δύναται νὰ ὑπερβαίῃ τὸ 25 % τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου, ἐφ' ὅσον : (α) Ἡ Ἑταιρεία θὰ ἔχῃ ἐκπληρώσει ἀπάσας τὰς μέχρι τοῦ τέλους τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ τῆς τυχόν αὐτοδικαίας παρατάσεως αὐτῆς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς, ὡς αὐταὶ ἐν ἄρθροις 3 καὶ 4 τῆς παρούσης συμβάσεως ὀρίζονται, (β) ἡ Ἑταιρεία θὰ ἔχῃ ἤδη καταστή, δυνάμει ἐτέρας ἢ ἐτέρων μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, παρομοίου περιεχομένου τῇ παρούσῃ, συμβάσεων, ὑπογραφεισῶν ταυτοχρόνως μετὰ τῆς παρούσης, μισθώτρια ἐπιλεγείσης παρ' αὐτῆς περιοχῆς ἢ περιοχῶν κατὰ τοὺς ὅρους τῆς ἢ τῶν συμβάσεων τούτων καὶ (γ) ἡ Ἑταιρεία ἤθελον ἀσκήσῃ τὸ κατὰ τὰ ἄνω δικαίωμα, διὰ δηλώσεώς τῆς, ὑποβαλλομένης εἰς τὸ Ὑπουργεῖον Βιομηχανίας, τὸ βραδύτερον ἐντὸς τοῦ τελευταίου μηνὸς τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως ἢ ἐντὸς τοῦ τελευταίου μηνὸς τῆς τυχόν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παρ. 8 β) τῆς παρούσης συμβάσεως ὀριζόμενα.

Ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐπενδύσῃ εἰς ἐρευνητικὰς ἐργασίας ἐντὸς τῆς ὑπὸ ταύτης διατηρηθησομένης ἐρευνητικῆς περιοχῆς ἢ περιοχῶν καὶ καθ' ὅλην τὴν διάρκειαν τῶν τριῶν ἐτῶν, τὰ ὑπὸ τοῦ ἄρθρου 3 παρ. 2 α) ὀριζόμενα ποσά, ἠὺξημένα κατὰ ποσοστὸν 50 %, ὑπὸ τὴν προϋπόθεσιν ὅτι εἰς τὴν περίπτωσιν ἡ Ἑταιρεία κατὰ τὸ χρονικὸν τοῦτο διάστημα τῶν τριῶν ἐτῶν ἤθελον ἀνακαλύψῃ ὑδρογονάνθρακας εἰς οἰονδήποτε σημεῖον τῆς κατεχομένης παρ' αὐτῆς ἐρευνητικῆς περιοχῆς ἢ περιοχῶν εἰς ποσότητας ἐξασφαλίζουσας κατὰ τὴν κρίσιν τῆς Ἑταιρείας, τὴν δυνατότητα οἰκονομικῶς συμπερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παρ. 1 καὶ 2 ὀριζόμενα, τότε ἡ Ἑταιρεία θὰ κέκτηται τοῦ δικαιώματος διατηρήσεως καθ' ὅλην τὴν διάρκειαν τῆς παραχωρήσεως ἐκμεταλλεύσεως, ὅλων τῶν ὑπὸ ταύτης κατὰ τὸν χρόνον ἐκεῖνον κατεχομένων περιοχῶν, ὑποχρεομένη ὅπως ἐπενδύσῃ ἐφεξῆς καὶ ἐν τῇ περιπτώσει ταύτῃ, τὰ ὑπὸ τοῦ ἄρθρου 3 παρ. 2 α) ὀριζόμενα ποσά, ἀνευ ὁμως τῆς κατὰ τ' ἀνωτέρω προσαυξήσεως.

Ἄρθρον 3 .

Ὑποχρεώσεις Ἐπενδύσεως τῆς Ἑταιρείας

1. Κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἢ Ἑταιρεία ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσά πρὸς διενέργειαν τῶν ἐρευνητικῶν ἐργασιῶν τῶν προβλεπομένων ὑπὸ τῆς παρούσης Συμβάσεως, καὶ συμφῶνως πρὸς τὸ ἀκόλουθον πρόγραμμα :

Δολλ. ΗΠΑ

1ον ἔτος :	Θαλασσία σεισμικὴ ἔρευνα ἀναγνωρίσεως (διὰ τῆς μεθόδου DIGITAL) καὶ οἰοιδήποτε ἄλλοι τύποι γεωλογικῶν καὶ γεωφυσικῶν ἐργασιῶν, ἀπαιτούμενοι δι' ἐκτέλεσιν προγράμματος ἀναγνωρίσεων, πρὸς καθορισμὸν πάρχους στρωμάτων, ἀσυμφωνιῶν, καὶ γενικοῦ μεγέθους καὶ θέσεως τῶν κυριωτέρων τεκτονικῶν ἀνωμαλιῶν	150.000
2ον ἔτος :	Θαλασσία σεισμικὴ ἔρευνα (διὰ τῆς μεθόδου DIGITAL) καὶ ἕτεροι τύποι γεωφυσικῶν ἀναγνωρίσεων καὶ γεωλογικῶν μελετῶν οἱ ὁποῖοι θὰ ἦτο δυνατόν νὰ ἀπαιτηθοῦν πρὸς συμπλήρωσιν προγενεστέρων ἐργασιῶν διὰ τὸν καθορισμὸν τῶν πλέον ἐλπιδοφόρων περιοχῶν διὰ γεωτρητικὴν ἔρευναν.	200.000
3ον ἔτος :	Γεώτρησις ἐνὸς βαθέος ἐρευνητικοῦ φρεάτος (ὡς ἐν παραγράφῳ 7 τοῦ ἄρθρου 4 περιγράφεται) καὶ διενέργεια τῶν ὑπὸ τῆς Ἑταιρείας θεωρουμένων ὡς ἀπαραιτήτων σεισμικῶν καὶ γεωλογικῶν ἐρευνῶν	1.000.000
Εἰς μεταφοράν		1.350.000

	Δολ. ΗΠΑ
Έκ μεταφοράς	1.350.000
4ον έτος : Γεώτρησης ενός βαθέος έρευνητικού φρέατος και διεξαγωγή τών γεωφυσικών και γεωλογικών έρευνών, τας όποιās ή 'Εταιρεία θεωρεί αναγκαίας	1.200.000
5ον έτος : Γεώτρησης δύο βαθέων έρευνητικών φρεάτων και διεξαγωγή γεωφυσικών και γεωλογικών έρευνών, τας όποιās ή 'Εταιρεία ήθελε θεωρήσει αναγκαίας	2.300.000
Ήτοι έν συνόλῳ Δολλάρια Η.Π.Α. (Τέσσαρα εκατομμύρια οκτακόσια πεντήκοντα χιλιάδες Δολλάρια).	4.850.000

2. 'Εάν ή 'Εταιρεία διατηρήσει έρευνητικόν χώρον μετά τὸ πέρας τοῦ πέμπτου έτους, ὡς ἐν ἄρθρῳ 2 παρ. 5 ἐκτίθεται θά ὑποχρεοῦται νά ἐπενδύσῃ, τὰ κάτωθι ποσά εἰς έρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' έρευνητικὰς ἐργασίας, οὗς παρακρατεῖ μετά τὸ πέρας τοῦ 5ου έτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

Κατὰ τετρ.
χιλ/τρον
Δολ. ΗΠΑ

α. Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων έτων	900
β. Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων έτων	1.500
γ. Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων έτων	2.250
δ. Μετὰ τὸ τέλος τοῦ 9ου έτους ἀνὰ τριετίαν, (ἤτοι μετὰ τὸ τέλος τοῦ 14ου έτους ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως)	3.000

3. α) Πᾶν ποσὸν ἐπενδύθην παρὰ τῆς 'Εταιρείας κατὰ τὰς ἐργασίας τῆς έρεύνης καὶ ἐκμεταλεύσεως βάσει τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τριετὴν περίοδον καὶ τὴν ἐπομένην ἀνανεουμένην τοιαύτην, ὡς ἀναφέρεται αὕτη ἐν τῷ ἀνωτέρῳ ἄρθρῳ 2 παρ. 3, ἐπὶ πλέον τῶν ὑποχρεώσεών της δι' ἐπένδυσιν δι' ἕκαστον τῶν ἐτῶν τούτων, θά πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπομένου ἀνανεωτικοῦ έτους ἢ τῶν ἐτῶν.

Πᾶν ποσὸν ἐπενδύόμενον παρὰ τῆς 'Εταιρείας κατὰ τὰς έρευνητικὰς τῆς ἐργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἷανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος ἄρθρου ὑπερβαίνον τὰς ρητῶς ἐν αὐτῇ κατονομαζόμενας ἐπενδύσεις, διὰ τὴν περί τῆς πρόκειται ἐκάστοτε περίοδον θά πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' έρεύνας της, τῆς ἐπομένης ἢ τῶν ἐπομένων τριετῶν περιόδων.

β) 'Εάν ἡ 'Εταιρεία δὲν ἔχῃ ἐπενδύσει δι' έρευνητικὰς ἐργασίας κατὰ τὸ τέλος ενός έτους ἐκ τῶν τριῶν πρώτων ἐτῶν, περί ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου, ἢ μιᾶς τῶν περιόδων περί ὧν ἡ παράγραφος 2 τοῦ παρόντος ἄρθρου διαρκουσῶν εἰς τὴν περίπτωσιν ταύτην τῶν ἐργασιῶν ἐκμεταλεύσεως, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν εἰς ἃ θά περιλαμβάνωνται καὶ ἅπασαι αἱ πιστώσεις περί ὧν τὸ ἐδάφιον α) ἀνωτέρω, ἢ 'Εταιρεία θά ὑποχρεοῦται νά καταβάλλῃ τοῖς μετρητοῖς εἰς τὸ 'Ελληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξύ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ έτος ἢ τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὸ ἴδιον έτος ἢ περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θά ἐνεργῶνται τὸ ἀργότερον ἐντός τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θά θεωροῦνται ὅτι ἀποτελοῦν πλήρη συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

γ) 'Εάν ἡ 'Εταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος τῶν 4ου ἢ πέμπτου ἐτῶν τῶν περί ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου έρευνητικῶν ἐργασιῶν, τὰ κατὰ τὴν παράγραφον

ταύτην ἀντιστοιχοῦντα εἰς ἕκαστον τῶν ἐτῶν τούτων ὑποχρεωτικὰ ποσά, εἰς ἃ θά περιλαμβάνωνται καὶ ἅπασαι αἱ τυχόν πιστώσεις ὡς ἐν ἐδαφίῳ α) ἀνωτέρω, καίτοι ἡ 'Εταιρεία θά ἔχῃ συμμορφωθῇ εἰς τὰς ἀντιστοιχοῦσας δι' ἕκαστον τῶν ἐτῶν τούτων συμβατικὰς τῆς ὑποχρεώσεως, ἢ 'Εταιρεία θά δικαιούται νά δαπανήσῃ τὴν διαφορὰν μεταξύ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ περί οὗ πρόκειται έτος καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὸ έτος τοῦτο ποσοῦ διὰ τὴν ἀνδρῶν προσθέντο έρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν παρ. 1 ὀριζόμενων τεσσάρων), ἥτις δέον νά ἔχῃ συμπληρωθῇ μέχρι τοῦ τέλους τοῦ 5ου έτους τῶν έρευνητικῶν ἐργασιῶν. Ὑπὸ τὸν ὅρον τῆς προηγουμένης συμφωνίας μετὰ τοῦ 'Ελληνικοῦ Δημοσίου ἢ περί ἧς ἄνω διαφορὰ θά δύναται νά ἐπενδυθῇ ὑπὸ τῆς 'Εταιρείας ἐν ὅλῳ ἢ ἐν μέρει, καὶ διὰ τὴν διεξαγωγὴν συμπληρωματικῶν σεισμικῶν καὶ γεωφυσικῶν ἐρευνῶν καὶ ἀναγνωρίσεων.

'Εάν κατὰ τὸ τέλος τοῦ 5ου έτους ἢ τῆς τυχόν παρατάσεως αὐτοῦ κατὰ τὰ ἐν ἄρθρῳ 21 παραγρ. 8 σχετικῶς ὀριζόμενα, τῶν περί ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου έρευνητικῶν ἐργασιῶν, ἢ ἀνωτέρω διαφορὰ δὲν ἔχει ἐπενδυθῇ ἐν ὅλῳ ἢ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδαφίῳ γ) ὀρίζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θά καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς 'Εταιρείας εἰς τὸ 'Ελληνικὸν Δημόσιον. Ἡ καταβολὴ αὕτη θά ἐνεργῇται ἐντός τριμήνου ἀπὸ τῆς λήξεως τοῦ 5ου έτους ἢ τῆς τυχόν κατὰ τὸ ἄρθρον 21 παρ. 8 παρατάσεως αὐτοῦ καὶ θά θεωρῇται ὅτι ἀποτελεῖ πλήρη συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ὑποχρεώσεις της ἐπενδύσεως τῶν 4ου καὶ 5ου ἐτῶν τῆς περιόδου τῶν έρευνητικῶν ἐργασιῶν.

4. α) Τὰ ὑποχρεωτικὰ ποσά ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θά περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς 'Εταιρείας, εἴτε ἐντός, εἴτε ἐκτός τῆς 'Ελλάδος, οἷα σδήποτε φύσεως, καταβληθεῖσαν ἢ ὀφειλομένην παρὰ τῆς 'Εταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὁργανώσεως, τῶν ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσει τῶν ὑπὸ ἐδάφιον γ) κατωτέρω ἀναφερομένων) ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι ἐκ τῶν δαπανῶν ὁργανώσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν γενικῶν ἐξόδων, δὲν θά ἐπιτρέπεται νά πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10 % τῶν ὑποχρεώσεων ἐπενδύσεως τῆς 'Εταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοίχους περιόδους.

β) Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῇ παρούσῃ παραγράφῳ 4 ἐδαφίῳ α) ὀριζόμενων, ὡς δαπάναι ὁργανώσεως θά θεωρῶνται, ἅπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς 'Εταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Εξόδα διοικήσεως θά θεωρῶνται ἅπασαι αἱ δαπάναι τῶν γραφείων τῆς 'Εταιρείας ἐν Ἀγίῳ Φραγκίσκῳ ὡς καὶ δαπάναι χρεούμεναι ἢ ἐνεργηθεῖσαι παρὰ τῆς μητρὸς 'Εταιρείας, διὰ παρεχομένης τεχνικᾶς καὶ διοικητικᾶς συμβουλᾶς καὶ διαχειριστικῆν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἐξόδα θά θεωρῶνται ὅτι περιλαμβάνουν :

(1) Τὸ μίσθωμα τῶν Διοικητικῶν καὶ Διαχειριστικῶν Γραφείων ἐν Ἑλλάδι, ὡς καὶ ἅπασας τὰς δαπάνας τὰς ἀναφερομένας εἰς τὴν συντήρησιν τῶν γραφείων τούτων ὡς π.χ. φωτισμός, θέρμανσις, τηλεφῶνων κ.λ.π.

(2) Τὴν ἀγορὰν ἐπίπλων καὶ ἐφοδίων τῶν γραφείων τούτων καὶ πᾶσαν δαπάνην σχετιζομένην πρὸς τὴν ἐγκατάστασιν τούτων.

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

(4) Τὰς δαπάνας μετακινήσεως τοῦ ἁλλοδαποῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

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

(6) Τὰς δαπάνας παραστάσεως ὁλοκλήρου τοῦ ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐὰν ἡ Ἑταιρεία εἰς οἰανδήποτε στιγμήν ἀγοράσῃ γεωτρύπανα (RIGS), πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεῦνης καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ὡς ὀρίζεται ἐν ἀρθρῷ 4 παραγράφῳ 4, ἡ Ἑταιρεία θὰ δικαιούται νὰ πιστώσῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἀρθροῦ διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20 % τῆς τιμῆς ἀγορᾶς (περιλαμβανομένης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα), ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιουμένου τύπου γεωτρυπάνου, δι' ἑκάστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐχρησιμοποιήθη τὸ πρῶτον ἐν Ἑλλάδι ἀγορασθὲν γεωτρυπάνον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

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

Ἄρθρον 4.

ὑποχρεώσεις ἐργασίας - Ἐρευναί

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ποιήσῃται ἐναρξίν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν εἰς τὴν Ἐρευνήτεαν αὐτῆς περιοχὴν ἐντὸς ἑξ μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, ἅπασα δὲ ἡ Ἐρευνήτεα περιοχὴ θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνήθῃ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως πρὸς τὸν πρωταρχικὸν σκοπὸν ὅπως δυνήθῃ ἡ Ἑταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἐρεῦνης.

2. Ὑπὸ τὴν ἐπιφύλαξιν τῆς παραγράφου 1 τοῦ Ἄρθρου 3 τῆς παρούσης, ἐν βαθὺ ἐρευνητικῶν φρέαρ θὰ ἐκτελεσθῇ καὶ περατωθῇ ἐντὸς 36 μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ δευτέρου μέχρι καὶ τοῦ τέλους τοῦ πέμπτου ἔτους, ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐκτελέσῃ τὰς ὑπὸ τῆς παραγράφου 1 τοῦ Ἄρθρου 3 προβλεπομένας εἰς ἀριθμὸν βαθεΐας ἐρευνητικὰς γεωτρήσεις.

4. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φθάσῃ εἰς βάθος 3.000 τοῦλάχιστον μέτρων, ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν ὅτι οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὅποιοι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρυπάνον μεγαλύτερας ἱκανότητος.

5. Ἡ τοποθεσία τῶν ὡς ἄνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἑταιρείας κατὰ τὴν κρίσιν τῆς.

6. Ἐὰν συμπληρωθῶν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλάχιστου ἀριθμοῦ εἰς ἓν ἔτος, θὰ πιστοῦνται ἐναντὶ τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους ἢ τῶν ἐπομένων ἔτων.

7. Ὡς βαθεΐα γεώτρησις νοεῖται γεώτρησις βάθους οὐχὶ μικροτέρου τῶν 1.800 μέτρων, μετρουμένου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου. Πρὸς τὸν σκοπὸν ἐν τούτοις τῆς ἐφαρμογῆς τοῦ παρόντος ἀρθροῦ, ὡς βαθεΐα ἐρευνητικαὶ γεωτρήσεις θὰ νοοῦνται καὶ αἱ ἀκόλουθοι τοιαῦται :

α) Οἰανδήποτε γεώτρησις καθ' ἣν ἀνεκαλύφθησαν ὑδρογονάνθρακες εἰς βάθος μικρότερον τῶν 1.800 μ., εἰς ποσότητας, αἱ ὁποῖαι κατὰ τὴν κρίσιν τῆς Ἑταιρείας ἐξασφαλίζουν οἰκονομικῶς ἀσυμφορὸν ἐκμετάλλευσιν διὰ τὴν Ἑταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία προέβη εἰς τὰς ἐν ἀρθρῷ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οἰανδήποτε γεώτρησις, καθ' ἣν τὸ γρανιτικὸν ἢ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰονδήποτε βάθος μεταξύ 750 καὶ 1.800 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἢ γρανιτικὸν ὑπόβαθρον συννητήθῃ εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρῇται βαθεΐα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 1.800 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ ἐδάφιον α) ἀνωτέρω προβλέπεται, ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου υποβάθρου εἰς οἰονδήποτε βάθος ἢ μέχρις ὅτου συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψῃ ἐνωρίτερον.

γ) Οἰανδήποτε γεώτρησις διὰ τὴν ὁποῖαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνοῦν ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη ἤθελε συνολογηθῇ πρὶν ἢ ἡ γεώτρησις φθάσῃ τὸ βάθος τῶν 750 μέτρων, τότε ἡ γεώτρησις αὕτη δὲν θὰ θεωρῇται βαθεΐα γεώτρησις καὶ ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 1.800 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ ἐδάφιον α) ὡς ἄνω ὀρίζεται, ἢ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ υποβάθρου, εἰς οἰονδήποτε βάθος τούτου, ἢ μέχρις ὅτου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησις δὲν δικαιολογεῖται εἰς τὸ φρέαρ τοῦτο, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψῃ ἐνωρίτερον.

Εἰς τὰς περιπτώσεις ὑπὸ ἐδάφια β) καὶ γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὰ μέτρα γεωτρήσεως τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ εἶναι ἑλασσον τῶν 1.800 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν, ἐντὸς τῶν καθωρισμένων χρονικῶν ὀρίων, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλλῃ εἰς τὸ Ἑλληνικόν Δημόσιον τὸ ποσὸν τῶν δολλ. Η.Π.Α. 350, δι' ἑκάστον μέτρον, καθ' ὃ ὑπολείπεται τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 1.800 μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις ἐν τῷ συνόλῳ των λαμβανόμεναι, θὰ θεωρῶνται ὡς μία βαθεΐα γεώτρησις κατὰ τοὺς ὅρους τοῦ παρόντος ἀρθροῦ.

8. Ἐὰν ἡ Ἑταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰονδήποτε ἐρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονάνθρακας καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἑταιρεία θὰ δικαιούται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθερίαν τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως τούτου δι' ἑτέρας βαθεΐας γεωτρήσεως, κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθροῦ. Ἐὰν ἐν τούτοις τὸ Ἑλληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεύῃ ὅτι ἡ ἀνακάλυψις ὑδρογονανθράκων θὰ ἦτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιούται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἑταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὅρον ὅτι ἡ αἴτησις αὕτη θέλει γίνῃ πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεωτρήσιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῆς ἱκανότητος τοῦ γεωτρυπάνου.

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

α) Ἡ συμπληρωματικὴ γεώτρησις θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλλῃ τῇ Ἑταιρείᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, συμφώνως πρὸς τὰς ὑπὸ τῆς Ἑταιρείας διενεργουμένας μέχρι τότε πληρωμαί, περιλαμβανομένων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομέ-

νων ἐν τῷ συνημμένῳ τῇ παρούσῃ Συμβάσει Πίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστοῦ 10%. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς Ἑταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

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

γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ἤθελε προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἑταιρείας, συμφώνως τῷ παρόντι ἄρθρῳ, αἱ καθυστερήσεις αὐταὶ θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὁποίων οἰαδιῇποτε τῶν ὑποχρεώσεων τούτων, δέον νὰ εἶχον ἐκπληρωθῇ.

δ) Ἐν περιπτώσει καθ' ἣν ἤθελον ἀνακαλυφθῇ εἰς τὸ ὥς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονάνθρακες, εἰς ποσότητας ἐξασφαλίζουσας κατὰ τὴν ἐλευθέραν τῆς Ἑταιρείας κρίσιν οἰκονομικῶς ἀσύμφορον διὰ τὴν Ἑταιρείαν ἐκμετάλλευσιν, ἡ Ἑταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτησθῇ καὶ λάβῃ παραχώρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν, ὡς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως ὁρίζεται τῆς Ἑταιρείας ὑποχρεομένης ὡς εἰκὸς ἐν τῇ περιπτώσει ταύτῃ νὰ πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ τριάκοντα (30) ἡμέρας μετὰ τὴν δῆλωσιν ὑπὸ τῆς Ἑταιρείας, ποσὸν ἐξικνούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τοῦ ὁποῖον ἐπλήρωσε τὸ Ἑλληνικὸν Δημόσιον τῇ Ἑταιρείᾳ διὰ τὴν συμπληρωματικὴν γεώτρησιν ταύτην (ἐντόκως πρὸς 10 % ἐτησίως).

Τὰ οὕτω πληρωνόμενα ποσά, θὰ λαμβάνονται ὡς δαπάναι τῆς Ἑταιρείας διὰ τὰς ἐν ἄρθρῳ 3 προβλεπομένας ὑποχρεώσεις.

* Ἄρθρον 5.

Δικαίωμα τῆς Ἑταιρείας ὅπως λαμβάνῃ παραχώρησεις πρὸς ἐκμετάλλευσιν

Ἀριθμὸς καὶ χρόνος διαρκείας τούτων.

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

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

3. Ἡ μεγίστη ἑκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, οἷονδήποτε σχήματος, καθοριζομένου παρὰ τῆς Ἑταιρείας. Ἐὰν ἐν τούτοις ἡ Ἑταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, ὅτι ἡ πιθανὴ ἑκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πενήκοντα (50) τετραγωνικὰ χιλιόμετρα, τότε ἡ Ἑταιρεία θὰ δικαιούται εἰς παραχώρησιν ἐκτάσεως πρὸς ἐκμετάλλευσιν μεγαλυτέρας τῶν πενήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἑκατὸν (100) τετρ. χιλιόμετρα.

4. Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ὃν δικαιούται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ Ἑταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριό-

ριστος. Ἐκάστη δὲ νέα γεώτρησις τῆς Ἑταιρείας εἰς ἐρευνητικούς χώρους ἀνήκοντας εἰς τὴν Ἑταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακας, θὰ παρέχῃ εἰς τὴν Ἑταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

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

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

* Ἄρθρον 6.

Ὑποχρεώσεις ἐκμεταλλεύσεως καὶ παραγωγῆς τῆς Ἑταιρείας

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

2. Ὑπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς κατωτέρω παραγρ. 3 ἡ Ἑταιρεία θὰ διεξάγῃ συνεχῶς παραγωγικὰς ἐργασίας κατὰ τοὺς κανόνες τῆς τέχνης καὶ συμφώνως πρὸς διεθνεῖς ἀνεγνωρισμένους κανόνες καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίσῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Κατ' οὐδεμίαν στιγμὴν ἐν τούτοις ἡ Ἑταιρεία θὰ δύναται νὰ ὑποχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ὅπως προβῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκτὸν ἐκάστοτε ὑφιστάμενων ἐγκαταστάσεων τῆς, εἰς ρυθμὸν ὅστις συμφώνως πρὸς τὴν διεθνή πρακτικὴν διὰ τὰ πετρέλαια :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνες τῆς τεχνικῆς.

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

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

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

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

* Ἄρθρον 7.

Ἐπιτρεπόμεναι ἐργασίαι παρὰ τῆς Ἑταιρείας καὶ Περιορισμοὶ

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικὰς, γεωφυσικὰς καὶ οἰανδήποτε ἑτέραν ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων, δι' οἵαδήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀνεγνωριστικὰς γεωλογικὰς γεωτρήσεις καὶ ἐρευνητικὰς γεωτρήσεις εἰς βάθος, πρὸς τὸν

αὐτὸν σκοπὸν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χεῖρας τῆς Ἑταιρείας βάσει τῆς παρούσης συμβάσεως ὅποτεδήποτε διαρκούσης τῆς ἰσχύος ταύτης.

2. Ἡ Ἑταιρεία θὰ ἔχη τὸ δικαίωμα νὰ ἀναπτύσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων, νὰ ἀνοίγῃ φρέατα ἐκμεταλλεύσεως καὶ νὰ ἐξορύσῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονάνθρακας.

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

4. Ἡ Ἑταιρεία θὰ ἔχη τὴν κυριότητα ἐφ' ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχη τὸ δικαίωμα τῆς ἐλευθέρως αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεως τῶν εἰς τὴν ἐγχώριον ἀγοράν, εἴτε διὰ τῆς ἐξαγωγῆς τῶν, τηρουμένων ὅμως τῶν ἐν ἀρθροῖς 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

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

Τοιαῦτα ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν ἢ καὶ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἑταιρείας, μόνον ἐφ' ὅσον αἱ ἤδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην Κρατικὴν Ὑπηρεσίαν τοιαῦται, δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἑταιρείας ἢ ὅταν ἡ χρησιμοποίησις των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἑταιρείαν.

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

7. Ἐπὶ τῇ αἰτήσει τῆς Ἑταιρείας, ἐγκαίρως ἐκάστοτε ὑποβαλλομένη, τὸ Ἑλληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν Ἑταιρείαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας Ἀρχῆς, συμπεριλαμβανομένων τῶν Στρατιωτικῶν Ἀρχῶν, τῶν ἀναγκαιουσῶν πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραφομένων σκοπῶν.

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων, καθιστᾷ ἀδύνατον ἢ καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων της, πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψις ἐκτελέσεως οἰωνδήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς Ἑταιρείας, δὲν θὰ ἀποτελῇ παράβασιν τῶν ὧρων τῆς παρούσης καὶ θὰ θεωρῇται ὡς περίπτωσις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἀρθροῦ 25 τῆς παρούσης Συμβάσεως.

8. Ἡ Ἑταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης, ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως διενεργῇ ἐκρήξεις δι' ἀεριοβόλου ἢ διὰ χρησιμοποίησεως ἑτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἐξαιρετικὰς περιπτώσεις

καθ' ἃς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατόν νὰ ἀποδώσουν ἱκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησις ἐκρηκτικῶν ὑλῶν.

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

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

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

γ) Δὲν θὰ ἐπιρεάζεται δυσμενῶς ἡ Ναυσιπλοία εἰς τὴν ἐν ἀρθρῷ 1 προσδιοριζομένην περιφέρειαν καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα πρὸς πρόληψιν οἰασδήποτε βλάβης ὑφισταμένων Υ/Β καλωδίων ἐν τῇ περιφερείᾳ ταύτῃ.

δ) Θὰ ἀπαγορευθῶσιν αἱ ἐργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κ.λ.π. τὰ τυχόν δὲ χρησιμοποιοιθῶσιν πλωτὰ μέσα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσσῃ καὶ θὰ φωτισμαίνωνται τὰ ἐντὸς τῆς θαλάσσης χρησιμοποιοιθῶσιν μέσα, συμφώνως τοῖς κανόνισμοις.

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα, δέον νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Διεύθυνσιν Ὑδρογραφίας τοῦ Ἑλληνικοῦ Ναυτικοῦ (Ε.Ν.) πρὸς ἐκδοσιν τῶν σχετικῶν Ἀγγελιῶν καὶ Προαγγελιῶν τοῖς Ναυτιλλομένοις.

στ) Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ὑποβάλλῃ εἰς τὴν Διεύθυνσιν Λιμενικῆς Ἀστυνομίας τοῦ Ὑπουργείου Ἐμπορ. Ναυτιλίας :

(1) Πλήρη στοιχεῖα τῶν χρησιμοποιουμένων πλωτῶν μέσων καὶ νὰ ἐνημερώνῃ ἐγκαίρως περὶ τοῦ κατάπλου τούτων, τὴν οἰκείαν Λιμενικὴν Ἀρχήν.

(2) Πίνακα μετὰ πλήρων στοιχείων τοῦ ἁλλοδαποῦ καὶ ἡμεδαποῦ Προσωπικοῦ, τὸ ὁποῖον πρόκειται νὰ χρησιμοποιήσῃ καὶ νὰ ἐνημερώνῃ ἐγκαίρως τὴν οἰκείαν Λιμενικὴν Ἀρχήν ἐφ' ἐκάστη μεταβολῇ.

(3) Τὰ τεχνικὰ χαρακτηριστικὰ τῶν ἰδίων τηλεπικοινωνιακῶν μέσων.

ζ) Ἡ Ἑταιρεία ὑποχρεοῦται ὅπως εἰς περίπτωσιν ἀνευρέσεως κατὰ τὴν διενέργειαν τῶν ἐρευνῶν οἰοῦνδήποτε ἀντικειμένου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, ἀναστείλῃ πᾶσαν ἐργασίαν καὶ εἰδοποίησιν ἐπείγοντως τὴν ἀρμοδίαν ὑπηρεσίαν Ἀρχαιοτήτων διὰ τὴν λήψιν ὑπ' αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιοτήτων ἐνδεικνυομένων μέτρων.

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

Ἀρθρον 8.

Καταβολὴ στρεμματικοῦ φόρου

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

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

Ἀρθρον 9.

Δικαιώματα

1. Ἡ Ἑταιρεία θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα τεσσάρων ἐπὶ τοῖς ἑκατὸν (14 %) ἐπὶ πάσης φύσεως ποσότητος παραγομένων καὶ μετρούμενων, κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἀρθροῦ ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ'

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

Αἱ παρὰ τῆς Ἑταιρείας χρησιμοποιούμεναι διὰ τὰς ἰδίας τῆς ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πίεσεως (REPRESSURING) ἢ ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἐργασιῶν, κυρίως καίόμενα ἀέρια (FLA-RED GAS), δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

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

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

3. Αἱ ποσότητες ὑδρογονανθράκων οἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται, διὰ τὸ ἀργὸν πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρείας, διὰ τὸ φυσικὸν ἀέριον, εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνη, εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τούτον ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα, συστήματα εἰς τὴν διεθνῇ πρακτικῇ τῶν πετρελαίων.

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

5. Ἡ κυρίτης ἐπὶ τοῦ ἀργοῦ πετρελαίου ἢ καὶ τοῦ φυσικοῦ ἀερίου, παραδιδόμενον ὡς δικαιώματα εἰς τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάζεται εἰς τὸ σημεῖον παραδόσεως αὐτῶν.

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

Ἡ παροῦσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἑταιρείας νὰ κατασκευάσῃ ἀγωγούς ἢ οἰανδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὅσον τυχὸν ἔχει ἢ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς, πλὴν ἐτέρας συμφωνίας

μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας πρὸς τὸν σκοπὸν τούτον.

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

Ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ Ἑταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ παραγομένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζεται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὁρίζεται εἰς τὸ ἄρθρον 12, παραγρ. 9 β).

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

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

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

Ἄρθρον 10.

Φόροι

1. Ἡ Ἑταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος Ἀνωδύμων Ἑταιρειῶν βάσει παγίου συντελεστοῦ 50% ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὀριζομένην ὑπὸ τῆς παραγρ. 7 τοῦ παρόντος ἄρθρου, οἰοσδήποτε καὶ ἂν εἶναι ὁ συντελεστὴς ὁ ἐκάστοτε ἰσχύων διὰ τὰς ἄλλας Ἑταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον, ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, θὰ ἀφαιρῇται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος, δυνάμει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως καί, ἀπὸ τοῦ χρόνου καθ' ὃν ἡ Ἑταιρεία κτᾶται καθαρὸν κέρδος, ἐκ τῆς παραχωρήσεως, τὰ ποσὰ τοῦ στρεμματικοῦ φόρου συμφώνως τῷ ἄρθρῳ 8 τῆς παρούσης συμβάσεως, ἐπὶ τῷ σκοπῷ ὅπως εὐρεθῇ τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος, τὸ ὁποῖον θὰ καταβληθῇ ὑπὸ τῆς Ἑταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν περίοδον. Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως, δέον νὰ καταβάλλωνται ἐπὶ οἰοσδήποτε παραγωγῆς ὑδρογονανθράκων, ἀσχετῶς ἐὰν αἱ ἐργασίαι τῆς Ἑταιρείας ἀποφέρουν κέρδος ἢ ζημίαν. Συμφωνεῖται περαιτέρω ὅτι τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ βάρη, ὡς ταῦτα ἀναφέρονται ἐν ἀρθροῖς 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, θὲ παραμείνῃ ὡσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως, ἢ δὲ Ἑταιρεία, ἐν ὅψει τῆς ἀναληφθείσης ταύτης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῖ ὅτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἢ καὶ μεταγενεστέρως, οὐδεμίαν προτίθεται νὰ προβάλλῃ ἀντίρρησην ἢ ἀμφισβήτησιν ὡς πρὸς τὸ ποσοστὸν ἐκ 50% ἐπὶ τοῦ καθαρῶν κέρδους, ὡς προβλέπεται ἀνωτέρω, ἀποδε-

χομένη κατά πάσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ἰσχύον τῆς ρήτηρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν τῇ ἀνωτέρω παράγρ. 1, ἀναγνωρίζεται ὡς ἐκπύπτον συμφώνως πρὸς τὸ Ν.Δ. 2548/1953 τὸ κυρώσαν τὴν Σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξύ τῶν ΗΠΑ καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχόν φόροι ἐν πάσῃ περιπτώσει, οἱ καταβληθέντες ὑπὸ τῆς Ἑταιρείας εἰς τὰς ΗΠΑ κατὰ τὴν διάρκειαν τῆς ἀνωτέρω Συμβάσεως μεταξύ ΗΠΑ καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἢ μετὰ τὴν λήξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἑταιρείας, τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παράγραφον 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 ἁρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου εἰς τὴν παράγρ. 1 τοῦ παρόντος ἁρθρου, ἡ Ἑταιρεία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά τῆς καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰαδήποτε μηχανήματα, ἀνταλλακτικά, εξαρτήματα, ἐργαλεῖα καὶ ὑλικά παντὸς εἶδους τὰ εἰσαγόμενα ἐκ τοῦ ἐξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρείας, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἶδους) ὡς καὶ τῶν ὑπὸ τῆς Ἑταιρείας παραγομένων ὑδρογονανθράκων, ἐξαιρουμένων τῶν διυλισμένων προϊόντων οἰαδήποτε φύσεως, θὰ ἀπαλλάσσονται παντὸς φόρου, ἀμέσου ἢ ἐμμέσου, παντὸς εἶδους καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων, τελῶν χارτοσήμων ἢ εἰσφορῶν ἢ πάσης ἐτέρας ἐιδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοποὺς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰαδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν εἰσφορῶν καθαρῶς δι' ὑπηρεσίας ἢ δικαιώματα (ἀνταποδοτικῶν εἰσφορῶν) πάσης φύσεως καὶ τῶν ὑπὲρ τῶν ασφαλιστικῶν Ταμείων καὶ Ὁργανισμῶν, ἐργοδοτικῶν ασφαλιστικῶν εἰσφορῶν.

Ἡ παροῦσα σύμβασις καθὼς καὶ οἰαδήποτε συμφωνία ἢ σύμβασις βάσει ταύτης, ἡ ὁποία ἤθελεν ὑπογραφῆ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων, ἐξερεινήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιοχῆς τῆς περιγραφόμενης ἐν ἁρθρῳ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοποὺς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χارτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου, οἰαδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτου.

Αἱ διατάξεις οἰωνδήποτε Νόμου τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν, δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὁποῖοι παρέχουν ὑπηρεσίας σχετικὰς πρὸς τὴν παροῦσαν σύμβασιν.

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

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

5. Ἀπασαὶ αἱ δαπάναι, ἐξόδα καὶ ἐπιβαρύνσεις τῆς Ἑταιρείας, αἱ σχετικαὶ μετὰ τὴν ὀργάνωσιν τῆς καὶ τὰς ἐργασίας τῆς κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς ἢ ἐκτὸς Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστι-

κῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς πωλήσεως ὑδρογονανθράκων, προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἑταιρείας βάσει τῆς παρούσης συμβάσεως, θὰ ἀθροίζονται ὑπὸ τῆς Ἑταιρείας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων, ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

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

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

7. Διὰ τοῦ ὅρου «καθαρά κέρδη» τῆς Ἑταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μετὰ ἑκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἅτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθαρίστων ἐσόδων τῆς Ἑταιρείας, τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐν γένει διὰ τῶν ὁποίων ἐπεβαρύνθη ἡ Ἑταιρεία λόγῳ τῶν ἐργασιῶν τῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἂν αὗται προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἐξόδα αἱ ἀναφερόμεναι εἰς τὴν προηγούμενην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἁρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς δαπάναις τὰς ἀναφερομένας εἰς τὸν Πίνακα Β τῆς παρούσης συμβάσεως καὶ ἡ ἐκπτώσις των θὰ ἐπιτρέπεται ἀνεξαρτήτως ἰσχυόντων ἢ μελλόντων νὰ ἰσχύσουν περιορισμῶν σχετικῶν μετὰ τὰς ἐν λόγῳ ἐκπτώσεις. Αἱ ἐκτὸς Ἑλλάδος δαπάναι μετὰ τὴν ἐναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως, περὶ ὧν ὑπὸ ἐδάφια α) καὶ β) κατωτέρω, δὲν δύναται νὰ ὑπερβῶν ποσοστὸν 10 % ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἑταιρείας ἐντὸς τῆς Ἑλλάδος :

α) Αἱ ἐν παραγράφῳ 1 β) τοῦ Πίνακος Β δαπάναι αἱ ὁποῖαι πραγματοποιοῦνται ἐκτὸς Ἑλλάδος.

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραγράφῳ 1 α) τοῦ Πίνακος Β καὶ αἱ δαπάναι πωλήσεως ὡς ἐν παρ. 1 δ) τοῦ Πίνακος Β, αἱ ὁποῖαι πραγματοποιοῦνται ἐκτὸς Ἑλλάδος διὰ λογαριασμὸν τῆς Ἑταιρείας ὑπὸ ἐτέρων Ἑταιρειῶν, αἱ ὁποῖαι ἐλέγχονται ἀπ' εὐθείας ἢ ἐμμέσως ὑπὸ τῆς STANDARD OIL COMPANY OF CALIFORNIA ἢ ὑπὸ ἐτέρων συγγενῶν Ἑταιρειῶν.

Εἰς τὰς ὡς ἄνω ὅμως δαπάναις, ἐπιβαρύνσεις καὶ ἐξόδα, δὲν θὰ περιλαμβάνονται τὰ ὑπὸ τοῦ ἁρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα. Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἐξορυσσομένων ὑδρογονανθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἐξαγωγὴν θὰ εἶναι ἡ πράγματι χρεομένη τιμὴ FOB, ἀκράϊον παραθαλάσσιον ἀποθηκευτικὸν χώρον. Ἀκαθάριστα ἔσοδα δι' ἐγγυρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἶναι τὰ πραγματικὰ ἔσοδα. Ὁ καθορισμὸς τῶν ἀκαθαρίστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἐξόδων θὰ γίνηται συμφώνως μετὰ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνoῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἶδος, κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, συμφώνως τῷ ἁρθρῳ 9 τῆς παρούσης συμβάσεως,

τὸ ποσὸν τοῦτο ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἄνω ἄρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῇ παρόντι ἁρθρῷ.

Εἰς τὴν παροῦσαν σύμβασιν ἐπισυνάπτεται Πίναξ Β, ὅστις δέοντες ὑπογραφεῖς παρ' ἀμφοτέρων τῶν μερῶν, ἐμφαίνει τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεῖα τοῦ κόστους, ἐξόδων, βαρῶν καὶ λοιπῶν δαπανῶν τῆς Ἑταιρείας.

8. α) Ἡ Ἑταιρεία θέλει κλείει τὸν Ἰσολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου, ἥτις θὰ διαρκῇ ἐν ἡμερολογιακῶν ἔτος.

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

γ) Ὁλόκληρον τὸν βάσει τῆς δηλώσεώς της βεβαιούμενον φόρον, ἡ Ἑταιρεία θέλει καταβάλει ἐκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς υποβολῆς ταύτης.

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

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

στ) Αἱ λοιπαὶ διατάξεις τῆς ἐκάστοτε ἰσχύουσας Νομοθεσίας περὶ φορολογίας εἰσodήματος νομικῶν προσώπων, αἱ ρυθμίζουσαι τὴν διαδικασίαν τῆς υποβολῆς τῶν φορολογικῶν δηλώσεων τοῦ εἰσodήματος, τῆς κοινοποιήσεως τῆς προσκλήσεως πρὸς διοικητικὴν ἐπίλυσιν τῆς διαφορᾶς, τῆς κοινοποιήσεως τῶν φύλλων ἐλέγχου τῶν ἐνοστάσεων κατὰ τούτων, ὡς καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεων μέσων καὶ βεβαιώσεως τοῦ φόρου, ἐφαρμόζονται καὶ ἐν προκειμένῳ.

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

Ἄρθρον 11.

Εἰσαγωγή - ἐξαγωγή μηχανημάτων, ἐξοπλισμοῦ καὶ ὑλικῶν

1. Ἡ Ἑταιρεία θὰ ἔχη τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζεται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, πάντα τὰ μηχανήματα καὶ ἐξοπλισμὸν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰαδήποτε ὑλικά, οἰασδήποτε φύσεως, τὰ ὅποια κατὰ τὴν κρίσιν τῆς Ἑταιρείας εἶναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. Ἡ παροῦσα σύμβασις ἐπέχει θέσιν οἰασδήποτε ἀναγκαίως ἀδείας, ἀπαιτουμένης εἰς ἐκάστην περίπτωσιν, διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμοί, ἀνταλλακτικὰ καὶ ὑλικά οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, σκαφῶν θαλάσσης, φορέων (PLAT-FORM) εἴτε αὐτοκινουμένων εἴτε ὄχι, εἰς τὰ ὅποια ἔχουν στερεωθῇ μηχανήματα, ὄργανα, γερανοὶ ἢ οἰαδήποτε ἄλλα ἐξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἑταιρείας, καθὼς ἐπίσης καὶ ἔλκυστῆρες καὶ τζίπς ἢ ἀντίστοιχα ὀχήματα παντὸς εἶδους εἰς ἐργασιῶν καὶ μετέπειτα ἐν δι' ἑκάστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν

λοιπῶν φόρων, τελῶν, εἰσφορῶν καὶ τελῶν χαρτοσήμου, καὶ τῶν ὑπὲρ τρίτων εἰσπραττομένων κατὰ τὴν εἰσαγωγὴν φόρων.

3. Ἡ Ἑταιρεία θὰ εἶναι ἐλευθέρη νὰ ἐξαγάγῃ καθ' οἶονδήποτε χρόνον ὅλα τὰ μηχανήματα ἐξοπλισμοῦ, σκάφη θαλάσσης, φορεῖς (PLAT-FORMS) καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε φύσεως αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι, συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἁρθροῦ τούτου, ἐκτὸς ἐὰν αἱ διατάξεις τοῦ ἁρθροῦ 22 τῆς παρούσης συμβάσεως θεσπίζουσιν ἄλλως καὶ αἱ τοιαῦται ἐξαγαγαὶ δὲν θὰ ὑπόκεινται εἰς οἰανδήποτε ἰδιαιτέρων ἐξουσιοδότησιν ἢ ἀδειαν, δι' ἐκάστην περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἐξαγωγῆς, δασμῶν ἢ ἄλλων φόρων, τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ἡ περιπτώσει ἡ Ἑταιρεία πωλήσῃ ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὅποια εἰσήγαγε συμφώνως πρὸς τοὺς ὁρους τοῦ παρόντος ἁρθροῦ, χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἰσχύουσῃ τότε Νομοθεσίᾳ, δυνάμει νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἑταιρείαν, ἐὰν ἡ πώλησις ἔχῃ γίνῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην τινα Ἑταιρείαν ἢ ἐργολάβον οἱ ὅποιοι ἀπολαμβάνουν τῶν ἰδίων προνομίων ὡς ἡ Ἑταιρεία βάσει τῶν διατάξεων τοῦ παρόντος ἁρθροῦ.

Ἄρθρον 12.

Ἐγχώριος κατανάλωσις καὶ ἐξαγωγή

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

2. «Κατάλληλον ἀργὸν» ὡς εἰς τὸ παρὸν ἄρθρον 12 χρησιμοποιοῦνται, νοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικὰ ἢ σημαντικῶς διάφορον, ὡς πρὸς τὸ εἰδικὸν βάρος ἢ ποιότητα αὐτοῦ, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων ἀπαιτουμένου τοιούτου, ὅπερ θὰ ἠῤῥξανε σημαντικῶς τὰς δαπάνας λειτουργίας τοῦ ἐν λόγῳ Διυλιστηρίου ἢ τὰς πρὸ τῆς ἀνακαλύψεως διυλιστηρίων, τοιαύτας πρὸς παραγωγὴν τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀπαιτουμένων τύπων προϊόντων, με ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας διὰ τοῦτο ἢ ταῦτα ἢ ἀνάγκης προσθήκης μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ πετρελαίου.

3. Μετὰ τὴν ὑπὸ τῆς Ἑταιρείας ἐναρξιν παραγωγῆς ἐν Ἑλλάδι ἀργοῦ πετρελαίου εἰς ἐμπορικὴν κλίμακα, ὡς ὀρίζεται ἐν ἁρθρῷ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐφοδιάξῃ με ἐγχώριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' ὃ θὰ διαθέτῃ πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν κατάλληλου ἐγχωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰαδήποτε ἄλλα Διυλιστήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰωνδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ὑπὸ τῆς Ἑταιρείας ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἐγχωρίου ἀργοῦ πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὁποίας ἑκάστον τοιοῦτον Διυλιστήριον θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρὸν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ ὅποια ἑκάστον τοιοῦτον Διυλιστήριον ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ὁ ἐφοδιασμὸς τῶν τοιούτων διυλιστηρίων δι' ἀργοῦ πετρελαίου, θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα καθίσταται ἐφικτὴ ἢ κατὰ κανονικὸν καὶ

ἀποτέλεσματικὸν τρόπον διεξαγωγῇ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ διυλιστηρίου. Ἡ υποχρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιοῦτου ἀργοῦ πετρελαίου θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθειας διατάξεις.

4. α) Ἡ Ἑταιρεία δικαιούται ἐλευθέρως νὰ ἐξάγῃ ὅποτεδήποτε, καθ' οἷονδήποτε τρόπον καὶ μὲ οἰαδήποτε μέσα καὶ ὅφ' οἷονδήποτε ὅρους ἤθελεν αὐτὴ καθορίσει, ἄνευ ἰδιαίτερας ἀδείας, ἀλλ' ὑπὸ τὴν συνήθη ἐκαστοτε ἐμπορικὴν πρακτικὴν καὶ ἄνευ καταβολῆς τελῶν ἐξαγωγῆς ἢ ἐτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, οἷονδήποτε παραγωγὴν αὐτῆς πέραν τῶν ποσοτήτων τὰς ὁποίας ἡ Ἑταιρεία ὑποχρεοῦται νὰ προμηθεύῃ βάσει τῆς παραγράφου 3 τοῦ παρόντος ἄρθρου, καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἐξαγωγῶν προῖον εἰς τὸ ἐξωτερικόν, ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ὀρίζεται. Ἐν τῇ ἐνασχέσει τοῦ δικαιώματος τούτου, ἡ Ἑταιρεία θὰ προσπαθῇ νὰ ἐξάγῃ ποσότητος ἀργοῦ πετρελαίου ὑπ' αὐτῆς παραγομένου, καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγραφον 3 καθοριζομένων, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία θὰ διαθέτῃ καταλλήλους ἀγοράς διὰ τοιαύτας ποσότητας.

Ἐάν ἡ Ἑταιρεία δὲν διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὅποτε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπ' αὐτοῦ ἢ τρίτῳ ἀγορᾶν τοῦ πλεονάζοντος ἀργοῦ πετρελαίου εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE), ὑπὸ τὸν ὅρον ὅτι ἀμοβαίως ἱκανοποιητικοὶ ὅροι καὶ συμφωνίαι, περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων, θὰ συνομολογηθῶν μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας ἐντὸς ὧρας τῶν ἐν παραγράφῳ 3 τοῦ ἄρθρου 6 περιουμένων.

β) Εἰς τὴν περίπτωσιν ἡ Ἑταιρεία ἐξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν λοιπῶν ἐγχωρίων Διυλιστηρίων, περὶ ὧν ἡ παράγραφος 9 β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν, ἡ Ἑταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ἴσην ποσότητα ἐγχωρίου ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον ὅρον τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἑταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ὑπὸ τὸν ὅρον : (1) ὅτι τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πετρέλαιον πρὸς ἐν ἢ πλείονα τῶν ἐγχωρίων διυλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχώριον ἀγοράν καὶ (2) ὅτι ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγούμενη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ πετρελαίου θὰ λογίζεται εἰς τμηματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγράφῳ 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἑταιρείας προμηθείας ἀργοῦ πετρελαίου. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἐγχώριον ἀργὸν πετρέλαιον πρὸς ἐν ἢ πλείονα τῶν ἐγχωρίων Διυλιστηρίων ὑπὸ ὅρους καὶ συνθήκας τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' ὃ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιοῦτου ἀργοῦ πετρελαίου δικαιώματα αὐτοῦ εἰς ἐν ἢ πλείονα τῶν ἐγχωρίων Διυλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἑταιρείας καὶ τῶν Διυλιστηρίων ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγορὰν ἐγχωρίου ἀργοῦ πετρελαίου θὰ μειοῦνται κατὰ περίπτωσιν. κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἕκαστον Διυλιστήριον μεταβιβασθείσης ποσότητος ἀργοῦ πετρελαίου.

5. Διὰ νὰ δυνήθῃ ἡ Ἑταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἐγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ ἄλλων ἐν τῇ χώρᾳ διυλιστηρίων ὑφισταμένων κατὰ τὸν χρόνον τῆς ἀρχικῆς ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐξασφαλίσῃ προτεραιότητα ἀγορᾶς παρ' ὧν τῶν ἐν λόγῳ Διυλιστηρίων, τοῦ ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι παραγομένου ἀργοῦ πετρελαίου, ἐναντι τοῦ ἐκ

τοῦ ἐξωτερικοῦ εἰσαγομένου τοιοῦτου, ὑπὸ τὸν ὅρον ὅτι τὸ ρηθὲν ἀργὸν πετρέλαιον θὰ εἶναι καταλλήλον, ἐν τῇ ἐννοίᾳ τῆς παραγρ. 2 τοῦ ἄρθρου 12. Ὡς πρὸς τὸ ἐκ τοῦ ἐξωτερικοῦ εἰσαγόμενον ἀργὸν πετρέλαιον τὸ ὁποῖον θὰ ἐκτοπισθῇ ὑπὸ τοῦ ὑπὸ τῆς Ἑταιρείας παραγομένου ἐγχωρίου τοιοῦτου, ἡ Ἑταιρεία ἢ αἱ συγγενεῖς αὐτῇ Ἑταιρεία, εἰς τὴν ὁποίαν ἢ τὰς ὁποίας, δυνάμει οἰωνδήποτε συμβάσεων, θέλει παραχωρηθῇ δικαίωμα εἰσαγωγῆς ἀργοῦ πετρελαίου θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ ἄλλα ἐγχώρια Διυλιστήρια μὲ εἰσαγόμενον ἀργὸν πετρέλαιον εἰς ποσότητα ἴσην πρὸς τὸ αὐτὸ τοῦλάχιστον ποσοστὸν, ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἑλλάδι ποσοτήτων ἀργοῦ πετρελαίου ὡς τὸ ἐπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἑταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἐγχώριον ἀργὸν πετρέλαιον κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου ὀριζόμενα, καθ' ὑπέρβασιν τῶν ποσοτήτων αἰτίνες θὰ ἀγορασθῶσι βάσει αὐτοῦ.

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

α) Ὅτι, ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ μετέπειτα εἰς πάντα χρόνον διαρκούσης τῆς ἰσχύος τῶν νῦν ὑφισταμένων συμβολαίων προμηθείας ἀργοῦ πετρελαίου καὶ πάσης παρατάσεως ἢ ὑποκαταστάσεως τῶν συμβολαίων τούτων, θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν ὧρων τῶν ἐν λόγῳ συμβολαίων πρὸς ἐξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου κατὰ προτεραιότητα, ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου ἀγορᾶς οἰουδήποτε ὑπὸ τῆς Ἑταιρείας παραγομένου καταλλήλου ἐγχωρίου ἀργοῦ πετρελαίου, μέχρι τῆς ὁλικῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ Διυλιστηρίου.

β) Ὅτι ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ μετέπειτα, τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλλῃ πᾶσαν προσπάθειαν ἵνα ἐξασφαλίσῃ εἰς τὴν ἑκτασιν ἐπιτρέπουν τοῦτο αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις, ὅτι ἅπασαι αἱ νέαι συμβατικαὶ ὑποχρεώσεις διὰ τὴν προμήθειαν ἀργοῦ πετρελαίου ἢ προϊόντων, καὶ πᾶσαι αἱ παρατάσεις, ἀνανεώσεις ἢ ὑποκαταστάσεις, εἴτε τῶν σήμερον ὑφισταμένων ἢ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, περιέχουν πᾶσαν λογικὴν καὶ νόμιμον, ἐντὸς τῶν ὁρίων τῆς ἐξουσίας τοῦ Ἑλληνικοῦ Δημοσίου, διάταξιν, ἵνα ἐπιτραπῇ ἢ ὑπὸ τῶν Ἑλληνικῶν Διυλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχωρίου ἀργοῦ πετρελαίου, αἱ ὁποῖαι καθορίζονται εἰς τὴν παράγρ. 3 τοῦ παρόντος ἄρθρου, ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου, μετὰ τὴν ἐναρξιν τῆς, εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως, παραγωγῆς ἀργοῦ πετρελαίου. Οὐχ ἥττον αἱ διατάξεις τῆς παραγρ. 6 β) τοῦ παρόντος ἄρθρου δὲν θὰ ἐφαρμόζονται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἰτίνες συνάπτονται διὰ χρονικὰ διαστήματα ἐνὸς ἔτους ἢ βραχυτέρων καὶ αἰτίνες ἔχουσιν ὑπογραφῇ πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) Ἐάν, παρὰ τὰς καταβαλλομένας καλυτέρας προσπάθειας, τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παρ. 5 καὶ 6 ἐδ. α) καὶ β) τοῦ παρόντος ἄρθρου προβλεφθέντα ἀντικειμενικὸν σκοπὸν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἶναι οὐχ ἥττον ὑπόχρεων ὅπως ἐξασφαλίσῃ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν ἄλλων ἐγχωρίων Διυλιστηρίων ἀγορὰν ποσότητος παραγομένου ὑπὸ τῆς Ἑταιρείας καταλλήλου ἀργοῦ πετρελαίου ἴσης πρὸς τριάκοντα τοῖς ἑκατὸν (30 %) τοῦλάχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου.

δ) Ἀνεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παρούσαν παράγρ. 6 ἀναφερομένων ἡ Ἑταιρεία δὲν θὰ ἔχῃ οἰονδήποτε δικαίωμα εἴτε ἐκ τοῦ Νόμου εἴτε καθ' οἷονδήποτε τρόπον προκῦπτον ἐκ τῶν ὧρων τῆς παρούσης Συμβάσεως ὅπως

παρεμβαιήν αντιτίθεται ή ζητή από τὸ Ἑλληνικὸν Δημόσιον τροποποιήσιν ή καθ' οἰονδήποτε τρόπον μεταβολήν τῶν ὁρων τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μετὴν προμήθειαν ἀργοῦ πετρελαίου ή πετρελαιοειδῶν προϊόντων ή μετὴν ἰδρυσιν Διυλιστηρίων ἐν τῇ Χώρα τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως ή τοιούτων συμβάσεων ὡς τὸ Ἑλληνικὸν Δημόσιον τυγὼν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἣν ή Ἑταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ὅτι ἀνεκάλυψε κατάλληλον ἀργὸν πετρέλαιον εἰς ἐμπορευσίμους ποσότητας ή μετὰ τὴν τοιαύτην ἡμερομηνίαν ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον θέλει προβλέψῃ τὴν χρησιμοποίησιν ὑπὸ Ἑλληνικῶν Διυλιστηρίων τῶν ποσοτήτων ἀργοῦ πετρελαίου παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου ὁρίου τῶν ὑποχρεώσεων τῶν ὀριζομένων εἰς τὴν παρούσαν παράγραφον 6.

7. Ἐφ' ὅσον ὑπάρξουν καὶ ἕτεροι παραγωγοὶ καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι, ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ή ὑποχρέωσις τῆς Ἑταιρείας νὰ ἐφοδιάζῃ καὶ ή ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ δέχεται κατὰ προτεραιότητα τὴν ἀγορὰν τοῦ ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι παραγομένου καταλλήλου ἀργοῦ πετρελαίου, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἑταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' ὅλων τῶν παραγωγῶν.

8. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἑταιρείαν μετ' ἀποδεικτικῶν στοιχείων, ὅτι τὸ ὑπὸ τῆς Ἑταιρείας παραγόμενον ἀργὸν πετρέλαιον εἶναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον ή τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως, Διυλιστήρια, ή ὑποχρέωσις ἐν τῇ περιπτώσει ταύτῃ τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἐξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ πετρελαίου ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διυλιστηρίων, καὶ ή ὑποχρέωσις τῆς Ἑταιρείας, ὅπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διυλιστήρια ἐγχωρίον ἀργὸν πετρέλαιον, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἱκανοποιητικῆς ρυθμίσεως διὰ τῆς ὁποίας θὰ καθίσταται δυνατὴ ή ἐπίτευξις τοῦ εἰς τὴν ὡς ἄνω παρὰγρ. 1 τεθέντος πρωταρχικοῦ σκοποῦ. Ἐὰν δὲν καταστῇ δυνατὴ ή ἐπίτευξις τοιαύτης ἀμοιβαίως ἱκανοποιητικῆς ρυθμίσεως, τότε, αἱ ἀνωτέρω ἀναφερόμεναι ἀμοιβαῖαι ὑποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας θὰ τερματισθοῦν μέχρις οὗ τὸ ρηθὲν ἀργὸν πετρέλαιον ή ἕτερον ἀργὸν πετρέλαιον, παραχθέντος ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι, καταστῇ κατάλληλον πρὸς χρῆσιν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν λοιπῶν Διυλιστηρίων, ὑπὸ τὴν προϋπόθεσιν ὅμως, ὅτι τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διυλιστήρια, ὅπως ἀγοράζουν τὸ τοιοῦτον ἀκατάλληλον ἀργὸν πετρέλαιον, καθ' ἣν ἔκτασιν ὅμως θὰ δύναται τοῦτο νὰ χρησιμοποιηθῇ εἰς τὰ Διυλιστήρια καὶ ὑπὸ τὴν περαιτέρω προϋπόθεσιν ὅτι ή τοιαύτη χρησιμοποίησις δὲν θέλει καταλήξῃ εἰς οἰανδήποτε ταλαιπωρίαν τῶν ρηθὲν τῶν Διυλιστηρίων. Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του, ὑπὸ μορφήν προωθήσεως τῆς χρησιμοποίησεως τοῦ τοιούτου ἀκατάλλήλου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. α) Πρὶν ή ή Ἑταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου, ή τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον ἐν Ἑλλάδι ὑπάρχον, Διυλιστήριον, νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς Ἑταιρείας, ή δὲ τιμὴ αὕτη θὰ εἶναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δεδηλωμένης τιμῆς, ή τιμῶν, ὡς αὗται παρουσιάζονται εἰς τὸ PLATTS OILGRAM ή ἄλλα παρόμοια

δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν τοῦ Λιβάνου, BANIAS τῆς Συρίας καὶ τῆς Λιβύης, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικῶν βάρους, ποιότητας καὶ γεωγραφικὴν θέσιν.

β) Ὅταν ή Ἑταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (POSTED) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς, ή τιμὴ εἰς ἣν τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διυλιστήρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπ' ὄψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἐκείνον γενικαὶ συνθήκαι, ἀφοῦ ληφθοῦν ὑπ' ὄψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ή τοποθεσία τοῦ ἐξαγομένου ἀργοῦ πετρελαίου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν ποσῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας, θὰ γίνωνται ἐντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπ' αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ή Ἑταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἐξήκοντα ἡμερῶν ἀπὸ τῆς, ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ή Ἑταιρεία δύναται, ἀνευ βλάβης οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ συμψηφίσῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἄλλα ποσὰ, τὰ ὁποῖα ἄλλως θὰ ὀφείλειν ή Ἑταιρεία νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον.

11. Ἐὰν ή Ἑταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἐκμεταλλεύεται ἐν Ἑλλάδι οἰουσδήποτε σωληναγωγούς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου ή καὶ ἀγωγούς ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν Ἑταιρείαν νὰ μεταφέρῃ τὸ ὑπ' αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν πετρέλαιον ή καὶ φυσικὸν ἀέριον, μέσω τῶν τοιούτων ἀγωγῶν ἀργοῦ πετρελαίου, ή ἀγωγῶν ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ τοῦ χώρου, εἴτε μέχρις οἰουδήποτε σημείου καίμενου ἐπὶ τῆς πρὸς αὐτὸν ἀγούσης ὁδοῦ. Ἡ μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς Ἑταιρείας εἰς τιμὴν κῶστους πλέον 10 τοῖς ἑκατόν. Ἡ παρούσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται ὡς ὑποχρέωσις τῆς Ἑταιρείας νὰ κατασκευάσῃ οἰουσδήποτε σωληναγωγούς ἀργοῦ πετρελαίου ή ἀγωγούς ἀερίων ή οἰαδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν ὅσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἰδιοκτησίαν τῆς ή καὶ ὑπὸ ἐκμετάλλευσιν οὔτε νὰ ἀνεγείρῃ οἰαδήποτε προσθέτους ἐγκαταστάσεις σχετικὰς πρὸς τοιοῦτους σωληναγωγούς ή ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἐντὸς ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἱκανοποιητικὴ συμφωνία πρὸς τοῦτο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου καθορισμοῦ τῆς εἰς δραχμὰς τιμῆς τοῦ ἀργοῦ πετρελαίου, αἱ ἐφαρμοστέαι τιμαὶ διεθνoῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς, ἐφ' ὅσον διευτυπώθησαν εἰς ἐξωτερικὸν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παρὰγρ. 8 τοῦ ἄρθρου 13 ὀριζόμενα εἰς τὸ ἰσότημον τῶν εἰς δραχμὰς μετὰ τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς ὁποίας ή Ἑταιρεία δικαιούται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

* Ἄρθρον 13.

Συνάλλαγμα Ἐξωτερικὸν

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

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (GREEK CURRENCY) μέσω Τραπεζῶν ή προσώπων ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα δολλαρίων Η.Π.Α. ή ξένου συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολλάρια Η.Π.Α.

εις ποσότητα επαρκεί δια να καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητὰ, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

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

2. Ἀμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἑταιρεία θὰ δικαιούται νὰ ἀντιμετωπίξῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφήν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμὰς ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἑταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἐγγώριον ἀγορὰν πωλήσεων. Ὅταν τὰ εἰς δραχμὰς ἐσοδα τῆς Ἑταιρείας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἐργασιῶν εἰς μετρητὰ, ἡ Ἑταιρεία θὰ δικαιούται νὰ μεταφέρῃ εἰς τὸ ἐξωτερικόν. τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγγώριον πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολάρια Η.Π.Α. ἢ καὶ κατόπιν συμφώνου γνώμης τῆς Τραπεζῆς τῆς Ἑλλάδος, εἰς ἕτερον συνάλλαγμα μετατρέψιμον εἰς δολάρια Η.Π.Α. Ἡ Ἑταιρεία ἐν τούτοις δικαιούται ὡσαύτως καὶ διαζευτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματα τῆς ἢ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἢ χρεώγραφα ἢ οἰωνδήποτε ἑτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἄλλοδαπούς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἰσχύοντες Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκαστοτε ἰσχυοῦσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἄλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι, ὡς καὶ τῶν τοιούτων περὶ δεσμεύσεως ὁμολογιῶν καὶ μετοχῶν ἢ ἑτέραν περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Ἑταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἐγκρίσιν τοῦ Ἑλληνικοῦ Δημοσίου τούτου μὴ δυναμένου ἐν τούτοις νὰ ἀρνηθῇ ταύτην, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογῆτως ἐπικίνδυνος.

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

β) Ἀντιθέτως, ἐὰν τὰ εἰς δραχμὰς ἐσοδα ἐκ τῆς ἐγγωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἐργασίας τῆς ἢ Ἑταιρείας θὰ μετατρέπῃ ἐν τῇ περιπτώσει ταύτῃ εἰς δραχμὰς μέσῳ Τραπεζῶν ἢ προσώπων νομίμως ἐξουσιοδοτημένων, ὅπως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα, δολάρια Η.Π.Α. ἢ ξένον συνάλλαγμα, ἐλευθέρως μετατρέψιμον εἰς δολάρια Η.Π.Α. εἰς ποσότητα ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν εἰς δραχμὰς ἀναγκῶν τῶν ἐργασιῶν τῆς.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ ἐδάφιον β) ὡς ἄνω διατάξεων τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν νὰ μεταφέρῃ εἰς δολάρια Η.Π.Α. ὑπὸ τὸν ὅρον ὅτι :

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

(2) Ἡ Ἑταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἢ νὰ αὐξήσῃ τὸν ὄγκον τῶν ἐξαγωγῶν τῆς, ἐὰν αὕτη ἀπῆτει πληρωμὴν εἰς δολάρια Η.Π.Α. ἢ ἄλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολάρια Η.Π.Α.

(3) Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν τοῦ θεωρεῖ τὴν χρησιμοποίησιν τοιοῦτου συναλλάγματος οἰκονομικῶς δυνατὴν βᾶσει τῶν ἰσχυουσῶν κατὰ τὸν χρόνον ἐκείνων διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὡσαύτως ὅτι ἡ παρακράτησις ξένου συναλλάγματος εἰς τὸ ἐξωτερικόν, συμφώνως τῷ παρόντι ἄρθρῳ, θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν τὴν κάλυψιν πλήρως, τῶν εἰς συνάλλαγμα δαπανῶν τῆς βᾶσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἀγορῶν ἢ καὶ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως, ἀναγκαίων εἰς τὴν Ἑταιρείαν διὰ τὰς ἐργασίας αὐτῆς βᾶσει τῆς παρούσης συμβάσεως.

5. Διὰ τὸν σκοπὸν τῆς ἐφαρμογῆς τῆς παρούσης συμβάσεως πλεονάσματα εἰς δραχμὰς τῆς Ἑταιρείας ἐκ τῶν εἰς μετρητὰ ἀναγκῶν τῆς διὰ τὰς ἐργασίας τῆς εἰς δραχμὰς καὶ πλεονάσματα κεφαλαίων εἰς δραχμὰς θὰ νοοῦνται ὡς σημαίνοντα πᾶν ποσὸν δραχμῶν μὴ ἀναγκαίων πρὸς κάλυψιν τῶν ληξιπροθέσμων εἰς δραχμὰς ὑποχρεώσεων τῆς Ἑταιρείας ἐντός τῶν ἐπομένων τριάκοντα (30) ἡμερῶν διὰ τὴν πληρωμὴν ἐγγωρίων δαπανῶν τῶν ἐργασιῶν στρεμματικοῦ φόρου, φόρων, μισθωμάτων καὶ ἑτέρων εἰς δραχμὰς ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἑταιρείας μέσῳ Τραπεζῶν ἢ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ξένον συνάλλαγμα εἰς δολάρια Η.Π.Α. ἢ ἄλλων μετατρέψιμων εἰς δολάρια Η.Π.Α. νομισμάτων, τὸ ἀναγκαῖον εἰς τὴν Ἑταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἐξ Ἑλλάδος τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἑταιρείας ἀμέσως καὶ ἄνευ καθυστερήσεως, ὁπόταν ζητῆται, ἐπὶ τῇ βεβαιώσει τῆς Ἑταιρείας ὅτι ἡ αἰτούμενη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν αὐτῆς εἰς δραχμὰς τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. Ἡ Ἑταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἐβδομαδιαίως καὶ μηνιαίως, καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐξακριβώσιν ἢ μεταφορὰ κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τῆς Ἑταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰν δραχμῶν πλεοναζουσῶν κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως.

7. Ἐὰν ἡ Ἑταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰωνδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτῆθῃ ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἄνευ καθυστερήσεως εἰς τὴν διάθεσιν τῆς Ἑταιρείας μέσῳ Τραπεζῆς ἢ μέσῳ ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμὰς ἢ ξένον συνάλλαγμα, ποσὸν εἰς δολάρια Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτῆθῃ διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν τῆς συμφωνίας πρὸς τὴν παρούσαν σύμβασιν, ἡ Ἑταιρεία θὰ δικαιούται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα, μέσῳ οἰασθῆποτε Τραπεζῆς ἢ πράκτορος, νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχυοῦσης γενικῶς δι' ἑτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶν πρῖμ (AGIOS) φόρους συναλλάγματος καὶ μεσιτείας οἰασθῆποτε φύσεως τυχόν ἐπιτροπομένης ἢ ἐπιβαλλομένης παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελοῦσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλήσεως συναλλάγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω ὅτι ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἤθελεν υἱοθετήσῃ σύστημα διαφορικῶν τιμῶν συναλλάγματος ἢ σύστημα πολλαπλῶν πρῖμ (PRIMES) ἐξαγω-

γών και επιβαρύνσεων εισαγωγών, τότε η τιμή συναλλάγματος εις την οποίαν η Έταιρεία θα δύναται να αγοράζη και να πωλή ξένον συναλλάγμα, δεν θα είναι επίσης ελιγώτερον ευνόικη από τον σταθμιζόμενον μέσον όρον (WEIGHTED AVERAGE) των πραγματικών (EFFECTIVE) τιμών συναλλάγματος νομίμως πραγματοποιούμενων υπό άλλων επιχειρήσεων εξ εξαγωγών μεταλλευμάτων εξ Ελλάδος.

Τοιούτος σταθμιζόμενος μέσος όρος (WEIGHTED AVERAGE), θα υπολογίζεται άνευ καθυστέρησης, και εν ανάγκη επί προσωρινής βάσεως, και η τιμή θα κρατηται όσον το δυνατόν τρέχουσα χρησιμοποιούμενων ως βάσεων των τελευταίων ύπαρχουσών εμπορικών στατιστικών ή εν ανάγκη, προσωρινών υπολογισμών δια την άξίαν εξαγωγής εκάστης κατηγορίας μεταλλευμάτων.

9. Προς τόν σκοπόν της τηρήσεως των βιβλίων και λογαριασμών άτινα η Έταιρεία τυχόν τηρεί εις Έλληνικόν νόμισμα, ή Έταιρεία δια την καταχώρησιν μόνον εις τα λογιστικά βιβλία της, θα μετατρέπη άπάσας τας δαπάνας, επιβαρύνσεις και υποχρεώσεις της, ως και τὰ εις ξένον συναλλάγμα έσοδά της τὰ προσερχόμενα εκ πωλήσεων εις τὸ έξωτερικόν και εξ άλλων πηγών εις την εις δραχμάς έσοτιμίαν των, επί τη βάσει της τιμής του ξένου συναλλάγματος, ως καθορίζεται αυτή εν τη προηγουμένη παραγράφω 8 του παρόντος άρθρου, εις ην η Έταιρεία δικαιούται να αγοράζη δραχμάς δια ξένου συναλλάγματος την ήμέραν καθ' ην εκάστη πράξις καταχωρείται νομίμως εις τα βιβλία της Έταιρείας.

10. Εάν και όπόταν η Τράπεζα της Ελλάδος έγκатаλείψη την πολιτικήν καθορισμού τιμών αγοράς και πωλήσεως δολλαρίων Η.Π.Α. αι τιμαί συναλλάγματος των δολλαρίων Η.Π.Α., ως καθορίζονται εν παραγράφω 12 του άρθρου 12 ως και εν τη προηγουμένη παραγράφω 9 του παρόντος άρθρου, θα πιστοποιούνται υπό άνεγνωρισμένης Έλληνικής ή ξένης Τραπεζής της έγκρίσεως του Έλληνικού Δημοσίου και της Έταιρείας. Αι εφαρμοστέαι τιμαί αι πιστοποιούμεναι υπό της Τραπεζής ταύτης θα είναι αι της αγοράς και πωλήσεως συναλλάγματος δια δολάρια Η.Π.Α. ως καθορίζονται εις την παράγραφον 8 του παρόντος άρθρου, αι νομίμως έπιτευκταί εν Αθήναις ή Νέα Υόρκη κατά τὸ τέλος της εργασίμου ήμέρας δια την οποίαν ζητείται τοιαύτη πιστοποίησης. Πιστοποιήσεις τιμών συναλλάγματος δι' άλλα ξένα νομίσματα θα χορηγούνται κατόπιν αίτησεως εκάστου των συμβαλλομένων μερών, μέσω Έλληνικών ή ξένων Τραπεζών άμοιβαίως άποδεκτών υπό του Έλληνικού Δημοσίου και της Έταιρείας.

Άρθρον 14.

Λοιπαί υποχρεώσεις της Έταιρείας

1. Η Έταιρεία υποχρεούται να κρατή ακριβή στοιχεΐα άπασών των εργασιών της, έρευνητικών γεωτρήσεων, παραγωγής μεταφοράς και πωλήσεων.

2. Η Έταιρεία θα υποβάλλη εις τετραπλοῦν εις τὸ Υπουργείον Βιομηχανίας τριμηνιαίας και έτησίας εκθέσεις καλυπτούσας άπάσας τας εργασίας της έρευνής και εκμεταλλεύσεως άρκούντως λεπτομερείς.

Έπεξηγηματικόν υλικόν ως π.χ. πυρηνες γεωτρήσεων, άπολιθώματα, δείγματα πετρωμάτων, δείγματα άργου πετρελαίου και ύδατος κ.λ.π. θα τηρούνται υπό της Έταιρείας εις τούς ίδιους αυτές χώρους συμφωνουμένου ότι άρμόδιον έξουσιοδοτημένοι αντιπρόσωποι του Έλληνικού Δημοσίου θα δικαιούνται να επιθεωρούν τὸ έπεξηγηματικόν τοῦτο υλικόν. Εάν τὸ Έλληνικόν Δημόσιον έπιθυμῇ να λαμβάνη τοιούτον έπεξηγηματικόν υλικόν, δι' ίδιαν αὐτοῦ χρήσιν, ή Έταιρεία θα συμμορφούται προς τὸ αίτημα τοῦτο, έφ' όσον ή τοιαύτη συμμόρφωσις δεν δημιουργεί προσθέτους άσυνήθεις δαπάνας δια την έταιρείαν και δεν καθυστερεῖ ή έμποδίζει τας εργασίας της καθ' οίονδήποτε τρόπον.

3. Προς τόν σκοπόν εξυπηρετήσεως τοῦ τοπικοῦ και γ' οικωτέρου εν τη Χώρα συσχετισμοῦ υπό των έπιστημο-

νικῶν Υπηρεσιών του Έλληνικού Δημοσίου των στοιχείων και πληροφοριών άποκτωμένων υπό των διαφόρων κατόχων έρευνητικών περιοχών και παραχωρήσεων καθ' όλην την Ελλάδα, ή Έταιρεία υποχρεούται να υποβάλλη εις τὸ Έλληνικόν Δημόσιον εις τετραπλοῦν πλήρη έπιστημονικά στοιχεΐα και δεδομένα, προκύπτοντα κατά την διάρκεια των εργασιών της, περιλαμβανομένων πληροφοριών και έρμηνειών παρά της Έταιρείας και των εργολάβων, υπό την προϋπόθεσιν εν τούτοις ότι άπασαι αι άτομικαί πληροφοριαί της Έταιρείας ως και της STANDARD OIL COMPANY OF CALIFORNIA και των ύπ' αὐτῆς έλεγχομένων και συνεργαζομένων Έταιρειών και οιαδήποτε συμπεράσματα και έρμηνεΐαι κτώμεναι υπό των υπαλλήλων των εν λόγω Έταιρειών εκ της μελέτης των πραγματικών στοιχείων, θα ανακοινούνται εις τὸ Έλληνικόν Δημόσιον μόνον κατά την κρίσιν της Έταιρείας.

Διά των λέξεων πλήρη έπιστημονικά στοιχεΐα και δεδομένα νοοῦνται τὰ κάτωθι :

α) Δια την σεισμικήν έρευναν :

(1) Πλήρης σειρά σεισμικών τομών χρόνου (SEISMIC TIME SECTIONS) δι' όλα τὰ μετρηθέντα σεισμικά προφίλ (SEISMIC PROFILES).

(2) Πλήρη στοιχεΐα των μετρήσεων προσδιορισμοῦ ταχυτήτων δια της μεθόδου διαθλάσεως (VELOCITY DETERMINATION BY REFRACTION METHOD).

(3) Πλήρης σειρά όλων των συνταχθέντων, ιδιαιτέρως δι' εκαστον συνεχή όρίζοντα χαρτῶν ίσοχρόνων καμπυλῶν (MAPS OF ISOCHRONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

(4) Τεχνικαί εκθέσεις περί των επί τόπου των έργων χρησιμοποιηθεισών μεθόδων.

β) Δια την γεωτρητικήν έρευναν :

(1) Έβδομαδιαίον δελτίον προόδου γεωτρητικής εργασίας.

(2) Στρωματογραφικαί και λιθολογικαί τομαί των γεωτρήσεων (STRATIGRAPHICAL AND LITHOLOGICAL LOG OF DRILL-HOLES).

(3) Συνεχής σειρά δειγμάτων των γεωτρήσεων (CUTTINGS).

γ) Δια τας έντός των γεωτρήσεων μετρήσεις : SCHLUMBERGER (THE DIFFERENT LOGGINGS).

Τὰ αντίγραφα των έγγραφων (COPIES OF RECORDINGS) δια τας ακόλουθους μετρήσεις έντός των γεωτρήσεων.

(1) Έγγραφή ήλεκτρικής ειδικής αντίστάσεως (ELECTRICAL RESISTIVITY LOGGING).

(2) Έγγραφή ήλεκτρικοῦ φυσικοῦ δυναμικοῦ (SELF-POTENTIAL LOGGING).

(3) Έγγραφή άκτίνων γάμα και νετρονίων (GAMMA RAY AND NEUTRON LOGGING).

(4) Έγγραφή ταχύτητος σεισμικών κυμάτων (VELOCITY LOGGING).

(5) Έγγραφή LATEROLOG - MICROLATEROLOG.

(6) Έγγραφή κλίσεως και παρατάξεως στρωμάτων (DIPSTRIKE LOGGING).

Επί πλέον των ως άνω στοιχείων ή Έταιρεία υποχρεούται όπως υποβάλλη εις τὸ Υπουργείον Βιομηχανίας αντίγραφα εις τετραπλοῦν τυχόν εκπονηθησομένων γεωλογικών και φωτογεωλογικῶν χαρτῶν.

4. Η Έταιρεία θα γνωστοποιῇ εις τὸ Υπουργείον Βιομηχανίας πᾶσαν τοποθεσίαν έπιλεγείσαν ύπ' αὐτῆς δι' οιαδήποτε φρέατα, την έναρξιν και συμπλήρωσιν των εργασιών γεωτρήσεως ή και διακοπήν αὐτῶν ως και τὰ της άνακαλύψεως υδρογονανθράκων.

Η υποχρέωσις αὕτη είναι πρόσθετος της ως άνω εν παραγράφω 2 υποχρεώσεως υποβολῆς τριμηνιαίων και έτησιών καταστάσεων.

5. Οικονομικαί εκθέσεις της Έταιρείας θα υποβάλλονται υπό της Έταιρείας εις τὸ Υπουργείον Βιομηχανίας έντός τριῶν μηνῶν από τοῦ τέλους εκάστης διαχειριστικής περιόδου.

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημέ- ναι Ὑπηρεσίαι θὰ δικαιούνται νὰ ἐπιθεωροῦν, κατὰ λογικὰ χρονικὰ διαστήματα, μετὰ προηγουμένην εἰδοποίησιν, τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἑταιρείας, κατὰ τρόπον ὅμως μὴ παρακωλύοντα τὰς ἐργασίας τῆς Ἑται- ρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἐγγραφῶν.

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

7. Ἐξαιρέσει γενικῶν ἀριθμῶν, ἀναφερομένων εἰς τὸ συνολικὸν βάθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιο- χήν, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθέσεις καὶ ὑλι- κὸν διαβιβάζόμενα ὑπὸ τῆς Ἑταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἑταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον, ἐν σχέσει πρὸς ὥρισμένην τινα πληροφορίαν, ὅτι ἀπαλλάσσει τοῦτο τῆς ὑποχρέωσιν ταύτης.

8. Κατ' ἐξαιρέσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρό- σωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τὸν ἢ ἐτέρους σκοπούς, τὰ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίες, παρεχόμενα πρὸς τοῦτο ὑπὸ τῆς Ἑταιρείας, τρία (3) ἔτη μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρείας, ἐν σχέσει πρὸς ὥρισμένην ἐρευνητικὴν περιοχὴν ἢ παραχώ- ρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἀμέσως μετὰ τὴν λήξιν τῆς παρούσης συμβάσεως. Ἡ Ἑταιρεία δὲν θὰ ἀρνήται ἀδικαιολογῶς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισίν της διὰ τὴν δημοσίευσιν ἢ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα, πρὸς τὸν σκοπὸν δημοσιεύσεως ἢ ἄλλως, καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθοριζόμε- νων χρονικῶν ὁρίων, εἰδικῶν τηρημάτων ἐκ τῶν παρὰ τῆς Ἑταιρείας δοθεισῶν πληροφοριῶν, ἐὰν κατὰ τὴν κρίσιν τῆς Ἑταιρείας τοῦτο δύναται νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόν- των αὐτῆς.

Ἄρθρον 15.

Κατάληψις ἐδάφους-Δουλεῖαι διόδου-Δικαιώματα χρησιμοποίησεως ὑδάτων καὶ οἰκοδομικῶν ὑλικῶν

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιοῇ ἄνευ ἀποζημιώσεως τινος καὶ κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου, ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακά ὕδατα καὶ λατομικοὺς χώρους, ἐφ' ὅσον δὲν εἶναι μεμισθωμένα, ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν, ἐφ' ὅσον ταῦτα ἀνή- κουσι κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον. Ἐὰν οἱ ἀναγκαιοῦντες χώροι ἀνήκωσιν εἰς ἰδιώτας ἢ ἕτερα νομικὰ πρόσωπα, ἡ κατάληψις τούτων θὰ πραγματοποιηθῇ βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχόν ἀναγκαι- οῦσαι διὰ τὰς ἐρεῦνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ἰδιοκτησιῶν, περιλαμβανομένων καὶ γαιῶν περι- κλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακά ὕδατα ἢ πηγὰς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἑταιρείας. Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλ- λείων διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος, ὡς καὶ αἱ λοι- παὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων δυ- ναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν ἢ εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντί- κεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὀριζόμενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Ἀἷμοι καὶ Κοινότητες, ὡς καὶ οἱ ἰδιοκτῆται ἢ κάτοχοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων

ὕποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωλη- νώσεων διὰ τὴν μεταφορὰν ὑδρογονανθράκων ἢ, ὅπου ἡ ὑπό- γειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἢ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώσεων. Προσέτι, οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαίαν ἐργασίαν, διὰ τὴν κατασκευὴν, χρῆσιν, συντήρησιν ἢ ἐπισκευὴν τῶν σωληνώσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἑταιρείας βλάπτε- ται ἡ ἰδιοκτησία ἢ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἰδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων, ἐξαιρέσει τῆς ἰδιο- κτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἑταιρείας ἀποζημιώσεις, καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἰσχυοῦσας ἐκάστοτε δια- τάξεις. Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνι- στῶνται κατὰ τὰς ἰσχυοῦσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἑταιρείας, τῆς σχε- τικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ Ἑταιρεία δικαιούται προσέτι νὰ ποιῇται χρῆσιν, τη- ροῦσα τὰς οἰκείας διατάξεις τοῦ Α.Ν. 1540/1938 ἄρθρον 12 καὶ τοῦ Α.Ν. 2344/1940 περὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἐτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου, χόρων ἐντὸς ζωνῶν λιμένων, προκυμαῶν καὶ ὁρμῶν ἀναγκαιοῦντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογο- νανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων, ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων, τόσον ἐπὶ τῶν προβλητῶν προκυμαῶν καὶ ὁρμῶν, ὅσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ τὴν ὁποίαν δὲν θὰ δύναται νὰ ἀρνήθῃ ἄνευ σοβαροῦ λόγου.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς Ἑταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων της βάσει τῆς παρούσης συμ- βάσεως, ὀφειλόμεναι εἰς ἔλλειψιν ἀπαραιτήτου διὰ τὰς ἐργα- σίας ἐνεργείας ἢ ἀδείας οἰασθῆποτε Κρατικῆς Ἀρχῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς Ἑταιρείας, θὰ θεωρῇται ἀνωτέρα βία, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίας.

Ἄρθρον 16.

Χρησιμοποίησις Ἐργολάβων

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρείας συμφῶ- νως πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἐρευνῶν καὶ γεωτρήσεων, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιοῇ ἐργολάβους καὶ ὑπεργο- λάβους.

2. Τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τῶν συνο- μολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, περὶ ὧν ἡ προηγουμένη παράγραφος 1, θὰ ἀνακοινοῦται ὑπὸ τῆς Ἑταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἄρθρων 11 καὶ 17 τῆς παρούσης συμ- βάσεως θὰ ἐφαρμόζονται ἐπὶ τῆς Ἑταιρείας καὶ ἐπὶ τῶν ὡς ἄνω ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἄλλοδαπὸν προσω- πικὸν αὐτῶν. Αἱ διατάξεις τοῦ ἄρθρου 13 τῆς παρούσης συμ- βάσεως θὰ ἐφαρμόζονται μόνον ἐπὶ τῆς Ἑταιρείας καὶ ἐπὶ ἄλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς Ἑταιρείας, κατὰ τὴν διάρκειαν οἰασθῆποτε διαχειριστικῆς περιόδου, θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἑταιρείας συμφῶνως πρὸς τὰ ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως ὀριζόμενα.

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

Ἄρθρον 17.

Ἀπασχόλησις Ἑλληνικοῦ καὶ Ξένου Προσωπικοῦ

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

Ἑλλήνων ὑπηκόων εἴτε περὶ ἀλλοδαπῶν, οἷον ἤθελε κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἑταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἐκδοσὶν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὥς ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας ἐφ' ὅσον δὲν συντρέγουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἣτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθισμένου προσωπικοῦ. Ἡ μὴ ἐγκρίσις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἑταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας μετὰ πάροδον ἑξ (6) μηνῶν ἀπὸ τῆς χορηγήσεως ἀδείας διαμονῆς καὶ ἐργασίας ἐν Ἑλλάδι θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἑταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθός, εἴτε καταβληθεὶς ἐν Ἑλλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἐξωτερικὸν εἰς ξένον συνάλλαγμα, θὰ εἶναι ἐκεῖνος ὁ ὁποῖος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἑταιρείας. Ἐπὶ πλεόν οἱ ὑπάλληλοι οὗτοι θὰ δικαιούνται τῶν προνομίων τοῦ Ν.Δ. 2548/1953, κυρώσαντος τὴν σύμβασιν μεταξύ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι θὰ ἀρχεῖται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας. Ἀπουσίαι ἑξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε, θὰ προστίθενται εἰς τὴν περιόδον τῶν ἑξ (6) μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἧς ὁ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας θὰ καταβάλλῃ ἅπαντας τοὺς λοιποὺς ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκάστοτε νομοθεσίαν.

4. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλλήνας ὑπηκόους διὰ πᾶσαν ἐργασίαν ἣ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πείρα. Ὡς πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ἢ Ἑταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν Ἑλλήνων τῶν ὁποίων εἶναι δυνατὴ ἡ ἐξεύρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἑταιρείας, τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. Ἐν σῆσει πρὸς τὰ ἐργατικά αὐτῶν ἄντινα ἐνδέχεται νὰ λάβωσι χώραν κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως, ἡ Ἑταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστυκῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τῆς παρούσης συμβάσεως. Ἐπίσης ἡ Ἑταιρεία κατὰ τὰς ἐργασίας γεωτρήσεων ὀφείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἰσχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἑργασιῶν.

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

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

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

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

δ) Τὸ πρόσωπον τοῦ ὑποψηφίου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ

ὑπόκειται εἰς τὴν ἐγκρίσιν τῆς Ἑταιρείας, ἣτις δύναται νὰ ἀρνηθῇ ταύτην, ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκόμενου σκοποῦ. Ἡ Ἑταιρεία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου, ἥδη ἐγκριθέντος παρὰ τῆς Ἑταιρείας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφοτέρως ὅμως τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

Ἄρθρον 18.

Λογιστικά Βιβλία

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

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἑταιρείαν ὅπως ἐκφράζῃ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθισόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς δολάρια Η.Π.Α. καὶ ὅπως τηρῇ τὰ λογιστικά βιβλία αὐτῆς καὶ καταρτίξῃ τοὺς ἰσολογισμοὺς εἰς τὸ αὐτὸ νόμισμα.

Αἱ φορολογικαὶ δηλώσεις ὅμως τῆς Ἑταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσονται εἰς δραχμὰς διὰ τῆς χρησιμοποίησεως, διὰ τὴν μετατροπὴν εἰς ξένον συνάλλαγμα τῶν ποσῶν, τοῦ κανόνος μετατροπῆς ξένων νομισμάτων τοῦ καθοριζομένου ἐν παραγράφῳ 8 καὶ 9 τοῦ ἁρθρου 13.

Ἄρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως

Ἡ Ἑταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ἀπόλυτον ἐλευθερίαν διοικήσεως καὶ διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως. Ἡ Ἑταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατεύθυνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματα τῆς οἰκονομικῆς καὶ ἐργασιῶν, πλὴν τυχόν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

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

Ἄρθρον 20.

Ἐπιστροφή

1. Ὅποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέφῃ οἰκιοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον ὅλας τὰς οἰονδήποτε τμήμα μῖας ἢ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἑταιρείας, μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι, ἐὰν ἐπιστραφῇ τμήμα μόνον ἐρευνητικῆς ἐκτάσεως, τὸ τμήμα τοῦτο δὲν θὰ εἶναι ἔλασσον τῶν πενήντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰονδήποτε στιγμὴν διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἡ Ἑταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέφῃ ἐκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰονδήποτε ἢ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν ἃς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἐκείνην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιηθῇ οἰαδήποτε ἐκουσία ἐπιστροφή, κατὰ τὰ ἐν παραγράφῳ 1 καὶ 2 ἀνωτέρω ὀριζόμενα, ἅπαντα τὰ δικαιώματα καὶ ὑποχρεώσεις τῆς Ἑταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν ἢ τμήμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Ἑταιρεία θὰ ἔχῃ ἐκπληρώσει ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν (ἢ τμήμα αὐτῆς) ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς

ἐκμετάλλουσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις, τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασὶν ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλουσιν, ὡς αὐταὶ καθορίζονται ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰουδήποτε ἐκ τῶν ἐτῶν τῶν ἀναφερομένων ἐν τῷ ρηθέντι ἄρθρῳ 3 διαρκούντος τοῦ ὁποῦ λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

Ἄρθρον 21.

Πρόστιμα καὶ ἐκπτώσεις
Λύσεις τῆς Συμβάσεως διὰ τῆς λήξεως

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν ἄλλως προβλέπεται ἐν αὐτῇ, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ ἐπιβάλλῃ ὡς ποινὴν διὰ παράβασιν τῶν ὅρων αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς Ἑταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν Ἑταιρείαν δυνάμενα νὰ ἀνέλθουν μεταξύ Δολλ. Η.Π.Α. 1.000 καὶ μέχρι 5.000 δι' ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποιήσεως τῆς Ἑταιρείας ὑπὸ τοῦ Δημοσίου τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλαρίων Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις α) ἕως στ) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλαρίων Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθοι :

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

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

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

δ) Μὴ πληρωμὴ τῶν κατὰ τὸ ἄρθρον 9 δικαιωμάτων.

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

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

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιῇται πάραυτα ἐγγράφως εἰς τὴν Ἑταιρείαν καὶ τὸ πρόστιμον θὰ καταβάλληται ὑπ' αὐτῆς ἐντὸς 30 ἡμέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον ὅμως ἡ Ἑταιρεία δὲν ἔχη προβῇ εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεώς τῆς ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30 ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστέρησεων 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 ἧς τὸ ἐδάφιον γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς τὴν διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχύν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς Ἑταιρείας, αὕτη θὰ δικαιούται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς αὐτὴν τῆς ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσις τῆς, ἐντὸς τῆς ὡς ἄνω προθεσμίας θέλει καθιστᾷ τὴν ἐπιβολὴν τοῦ προστίμου ἄκυρον καὶ μὴ οὖσαν.

Ἐκπτώσεις :

3. Τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιούται κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν νὰ κηρύξῃ τὴν Ἑταιρείαν ἐκπτώτων τῶν δικαιωμάτων τῆς ἐκ τῆς παρούσης συμβάσεως, εἰς τὰς ἀκόλουθους περιπτώσεις :

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

β) Μὴ συμμόρφωσις πρὸς οἰουδήποτε ὁριστικὴν ἀπόφασιν ἐκδοθησομένην ὑπὸ τοῦ Διαιτητικοῦ Δικαστηρίου τοῦ προβλεπομένου ἐν ἄρθρῳ 26.

γ) Μὴ συμμόρφωσις πρὸς τοὺς περὶ μεταβιβάσεων ὅρους τοῦ ἄρθρου 23.

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλαρίων Η.Π.Α. 300.000, ἐντὸς τριμήνου ἀφ' ἧς ἡ ἐγγύησις αὕτη ἤθελε καταστῆ μικροτέρα τῶν δολλαρίων Η.Π.Α. 300.000 ἐξ οἰουδήποτε λόγου ὀφειλομένου εἰς πταίσμα ἢ ἀμέλειαν τῆς Ἑταιρείας ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως.

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

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἐκπτώσιν τῆς Ἑταιρείας ἐκ τινος ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς, θὰ γνωστοποιῇται πάραυτα εἰς τὴν Ἑταιρείαν καὶ ἡ ἐκπτώσις θὰ ἰσχύῃ μετὰ ἐνεθιχόντα (90) ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἑταιρεία δὲν ἤρξατο ἐνεργειῶν, καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστέρησεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἢ δὲ προσέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26, ἐντὸς τῆς εἰρημένης προθεσμίας ἐξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθωρισμένα ὑπὸ τῆς διαιτησίας χρονικὰ ὅρια ὡς ἐν ἐδαφίῳ β) τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21 ὀρίζεται. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχύν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαδικασίας διαιτησίας. Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς Ἑταιρείας, αὕτη κέκτηται προθεσμίαν τριάκοντα ἡμερῶν, ἀπὸ τῆς κοινοποιήσεως εἰς αὐτὴν τῆς ὁριστικῆς ἀποφάσεως, ἵνα συμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσις τῆς, ἐντὸς τῆς ἄνω προθεσμίας καθιστᾷ τὴν κήρυξιν τῆς ἐκπτώσεως ἄκυρον καὶ μὴ οὖσαν.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας εἰς βάρος τῆς Ἑταιρείας ἢ διὰ τὴν κήρυξιν αὐτῆς ἐκπτώτων ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων τῆς, ἀπαιτεῖται ἡ προηγουμένη σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένων δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἑταιρείαν ὁμοῦ μετὰ τῆς γνωστοποιήσεως περὶ ἧς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

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

Λήξις

8. α) Λύσις τῆς παρούσης Συμβάσεως διὰ λήξεως θὰ χωρῇ ἅμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἰσχύος, ἀπάντων τῶν δικαιωμάτων ἐξερευνησεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἰτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἑταιρείας δυνάμει τῆς παρούσης συμβάσεως.

β) Κατ' ἐξαιρέσιν τῶν ἐν τῷ προηγουμένῳ ἐδαφ. α) ὀριζόμενων, εἰς ἣν περιπίπτωσιν ἡ Ἑταιρεία, διαρκούντος τοῦ 5ου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως (δεύτερον ἔτος τῆς ἀνανεώσεως περὶ ἧς τὸ ἀνωτέρω ἄρθρον 2 παράγρ. 3) ἤρξατο τῶν ἐργασιῶν ἀνορύξεως προσθέτου ἐρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν ἄρθρῳ 3 παράγρ. 1 τῆς παρούσης συμβάσεως προβλεπομένων τεσσάρων τοιούτων) αἱ δὲ ἐργασίαι αὐταὶ συνεχίζονται εἰσέτι κατὰ τὴν λῆξιν τοῦ ρηθέντος 5ου ἔτους, ἡ ἰσχύς τῆς παρούσης συμβάσεως παρατείνεται αὐτοδικαίως μέχρι τῆς ἡμερομηνίας συμπληρω-

σεως τῶν ἐν λόγῳ ἐργασιῶν καὶ ἀνορύξεως βαθείας γεωτρήσεως ὑπὸ τὴν ἐννοίαν τοῦ ἀρθροῦ 4 παράγρ. 7, ἢ μέχρι τῆς ἡμερομηνίας παρελεύσεως ἐνδὸς ἐξαμήνου (6) ἀπὸ τῆς λήξεως τοῦ ρηθέντος 5ου ἔτους, οἰαδήποτε τῶν ἡμερομηνιῶν τούτων ἔσται προγενεστέρα.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως εἴτε διὰ λήξεως (παρ. 8 ἀνωτέρω) εἴτε δι' ἐκπτώσεως (παρ. 3, 4 καὶ 5 ἀνωτέρω) εἴτε δι' ἐπιστροφῆς (ἀρθρον 20), τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιούται ἀποζημιώσεως ἢ οἰαδήποτε ἄλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως, ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως ὀλικῆς ἐκπτώσεως, ἅπασαι αἱ ὑποχρεώσεις τῆς Ἑταιρείας, αἱ συσσωρευθεῖσαι μέχρι τῆς ἡμερομηνίας λύσεως, δεόν νὰ ἔχουν ἐκπληρωθῇ παρὰ ταύτης περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἀρθροῦ 20.

* Ἀρθρον 22.

Διάθεσις τῆς Ἱδιοκτησίας τῆς Ἑταιρείας.

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρείας ἐπὶ οἰαδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' οἰονδήποτε τῶν ἐν ἀρθροῖς 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἅπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἑταιρείας φρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων ἢ τμήματος τούτων ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὁποίων ἔληξαν τὰ δικαιώματα τῆς Ἑταιρείας, εἴτε παραγόντων ὑδρογονάνθρακος εἴτε μὴ, μετὰ τῶν κεφαλῶν φρεάτων (WELL HEAD) καὶ τῶν ὑποστηρίξεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα, θὰ μεταβιβάζωνται ὑπὸ τῆς Ἑταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἄνευ ἀποζημιώσεώς τινος.

"Ἀπαντα τὰ μὴ παραγωγικά φρέατα δεόν νὰ κλεισθοῦν (PLUGGED) καταλλήλως ὑπὸ τῆς Ἑταιρείας καὶ δι' ἐξόδων αὐτῆς, ἅπαντα δὲ τὰ στρώματα ὕδατος δεόν ὡσαύτως νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον. Τὰ παραγωγικά φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἑταιρεία δικαιούται νὰ ἀναλάβῃ ἅπασας τὰς ἐγκαταστάσεις τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ἐξοπλισμόν, καθ' ἣν ἔκτασιν τοῦτο δύναται νὰ γίνῃ χωρὶς νὰ παραβλάπτῃ ἢ θέτῃ ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἀρθροῦ ἀναφερομένων, ἡ Ἑταιρεία δικαιούται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἶονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰαδήποτε ἄλλα δικαιώματα, οἰαδήποτε φύσεως, καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἶονδήποτε τρόπον λήξιν ἢ λύσιν αὐτῆς, ἀσχετῶς τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαιώματα εὕρηται ἐντὸς ἢ ἐκτὸς τῶν ἐρευνητικῶν ἐκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῆς Ἑταιρείας.

3. Ἐὰν ὅμως ἡ Ἑταιρεία ἐπιθυμῇ νὰ πώλῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰαδήποτε ἄλλα δικαιώματα οἰαδήποτε φύσεως ἐκ τῶν εὕρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἃς ἔληξαν τὰ δικαιώματα τῆς Ἑταιρείας τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα προτιμῆσεως πρὸς ἀπόκτησιν ἁπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων εἰς τὴν τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἰσχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἃς θὰ κατέχῃ ἡ Ἑταιρεία βάσει τῆς παρούσης συμβάσεως, οὐδεμίαν πώλησιν ἀκινήτων ἀνηρόντων τῇ Ἑταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται, ἄνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου. Ἐν ἡ περιπτώσει δὲν ἤθελε δοθῇ ἢ ρηθεῖσα ἐγκρίσις, ἡ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχεται ἄνευ οἰαδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἅμα τῇ λήξει τῆς ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐάν, ὅποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ ἅμα τῇ λήξει ταύτης, ἡ Ἑταιρεία διαθέσῃ διὰ πώλησεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε

ἐφ' ὅσον τὸ προϊόν τῆς τοιαύτης πώλησεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἑταιρείας, κατὰ τὴν ἡμέραν τῆς πώλησεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπι-συναπτομένου Πίνακος Β) ἡ τυχὸν διαφορὰ εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρείας τὰ προερχόμενα ἐκ τῆς πώλησεως ὑδρογονανθράκων, διαρκούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ στοιχείου, καὶ θὰ θεωρηθῇ, πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἀρθροῦ 10 τῆς παρούσης συμβάσεως ὡς, ἀκαθάριστον ἔσοδον, εἴτε θὰ ἀφαιρῇται ἐκ τοῦ συνόλου τῶν ἐξόδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευομένων ἐν ἀρθρῳ 10 παράγραφος 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἡ Ἑταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθάριστος εἰσπράξεις ἐκ τῆς πώλησεως ὑδρογονανθράκων.

Ἀντιθέτως, ἐὰν αἱ πρόσδοι ἐκ τῆς τοιαύτης πώλησεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορὰ, εἴτε θὰ ἐκπίπτῃ ἐκ τῶν ἀκαθάριστων εἰσπράξεων τῆς Ἑταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικώτερον καθορίζεται ἐν παραγράφῳ 1 ἐδ. η') τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔσοδα τοῦ ἀρθροῦ 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐὰν ἡ Ἑταιρεία ἐξακολουθῇ νὰ ἔχῃ περιουσιακὰ στοιχεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἢ ἀκίνητα) ἐν Ἑλλάδι ἢ ἀλλοῦ, δύο εἰσέτι ἔτη μετὰ τὴν λύσιν τῆς παρούσης συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἑταιρείας, τὸ προϊόν δὲ τῆς τοιαύτης ρευστοποίησεως θὰ διανέμεται ἐξ ἴσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, νοουμένου ὅτι τὸ ρευστοποιημένον μερίδιον τῆς Ἑταιρείας δὲν θὰ ὑπόκειται εἰς πληρωτὴν οἰωνδήποτε φόρων, ἐμμέσων ἢ ἀμέσων ἢ οἰαδήποτε φύσεως ἢ οἰωνδήποτε εἶδους, τελῶν, δασμῶν, κρατήσεων ἢ καὶ εἰσφορῶν ἢ οἰωνδήποτε ἐτέρων εἰδικῶν φορολογιῶν, εἴτε ἐπιβαλλομένων τακτικῶς εἴτε δυναμένων νὰ ἐπιβληθοῦν ἐκτάκτως δι' ὀρισμένους σκοποὺς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰαδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτου.

7. Πᾶσιν δραχμῶν κτηθὲν παρὰ τῆς Ἑταιρείας διὰ τῆς ἐλευθέρως διαθέσεως τῶν ἐν Ἑλλάδι κινήτων ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως, συμφώνως τῇ παραγράφῳ 2 τοῦ παρόντος ἀρθροῦ, θὰ μετατρέπηται εἰς δολλάρια Η.Π.Α. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς ὅρους τοῦ ἀρθροῦ 13.

* Ἀρθρον 23.

Μεταβιβάσεις

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

α) Εἰς ἐτέραν Ἑταιρείαν ἐλεγχομένην ὑπὸ τῆς ἐκχωρητῆρας.
β) Εἰς ἐτέραν Ἑταιρείαν, ἐλεγχομένην παρὰ τῆς STANDARD OIL COMPANY OF CALIFORNIA.

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

2. Ὁ Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους Ἐθνικῆς Ἀσφαλείας νὰ ἀπαγορεύσῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ἐν παραγράφῳ 1, ἐδάφια α) καὶ β) τοῦ παρόντος ἀρθροῦ.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ἐν παραγράφῳ 1 ἐδάφια α) καὶ β) ἀνωτέρω ὀριζόμενα, ἡ Ἑταιρεία θὰ παραμένῃ υπεύθυνος ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγγύως καὶ εἰς ὀλόκληρον μετὰ τοῦ ἐκδοχέως, διὰ τὴν εκπλήρωσιν τῶν ὁρῶν καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

4. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν πα

παράγραφω 1 ἐδ. α), β) καὶ γ) καθοριζόμενα, ἀπασαι, αἱ πραγματοποιηθεῖσαι συμφώνως τῇ παρουσίᾳ συμβάσει ἐπενδύσεις, δαπάναι καὶ ἐξοδα τῆς Ἑταιρείας καθὼς καὶ τὰ πραγματοποιηθῆσόμενα ἐξοδα, θὰ θεωροῦνται ὡς τοιαῦτα τοῦ ἐκδοχέως, συμφώνως τῇ παρουσίᾳ συμβάσει, συμπεριλαμβανομένων τῶν υποχρεώσεων ἐπενδύσεως καὶ φορολογίας.

* Ἀρθρον 24.

Ἐφαρμοστέοι Νόμοι

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

2. Ἡ Ἑταιρεία καὶ αἱ ἐργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκαστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν, πάντως ὅμως μόνον μέχρι τοῦ σημείου καθ' ὃ δὲν εὐρίσκονται εἰς σύγκρουσιν πρὸς τοὺς ὅρους καὶ συμφωνίας τῆς παρουσῆς συμβάσεως.

3. Ἐν περιπτώσει τοιαύτης συγκρούσεως, παρουσίας ἢ μελλοντικῆς, θὰ κατισχύουν οἱ ὅροι καὶ συμφωνίαι τῆς παρουσῆς συμβάσεως, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ Κανονισμῶν αἱ συγκρουόμεναι μὲ τοὺς ὅρους καὶ συμφωνίας τῆς παρουσῆς συμβάσεως, δὲν θὰ ἔχουν ἰσχὺν ὅσον ἀφορᾷ τὴν Ἑταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

* Ἀρθρον 25.

Ἀνωτέρα Βία

1. Παράλειψις τῆς Ἑταιρείας ὅπως ἐκπληρώσῃ οἰονδήποτε τῶν ἐκ τῆς παρουσῆς συμβάσεως υποχρεώσεων τῆς δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρητὰ παράβασις τῆς παρουσῆς συμβάσεως, ἐφ' ὅσον ἢ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν βίαν. Ὁ ὅρος οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ περιοριστικῶς, πράξεις τοῦ ἐχθροῦ, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαία γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰονδήποτε κυβερνητικὴν πρᾶξιν ἢ πράξεις οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἐτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν, διαφεύγουσαν τὸν ἔλεγχον τῆς Ἑταιρείας. Ἐφ' ὅσον συνετελεσθῇ τοιαύτης, ἀνωτέρας βίας καθυστερεῖται ἢ συμμόρφωσις τῆς Ἑταιρείας πρὸς τὰς ἐκ τῆς παρουσῆς συμβάσεως υποχρεώσεις τῆς ἢ ἡ ἀσκήσις τῶν ἐκ ταύτης δικαιωμάτων τῆς, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστέρησεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρουσῆς συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς υποχρεώσεις ἢ ἀσκήσιν δικαιωμάτων.

2. Ἐὰν ἡ ρηθεῖσα κατάσταση ἀνωτέρας βίας ὀφειλομένη εἰς μίαν ἢ πλείονας αἰτίας, συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἢ Ἑταιρεία θὰ δικαιούται νὰ παραιτηθῇ ἐγγράφως, ἐφ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν υποχρεώσεων τῆς ἐκ τῆς παρουσῆς συμβάσεως, ἐπὶ τῇ τοιαύτῃ δὲ ἐγγράφῳ ἀπαιτήσῃ, ἢ παρούσα σύμβασις θὰ λύεται. Ἐπὶ τῇ τοιαύτῃ παραιτήσῃ ἢ Ἑταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν υποχρεώσεων τῆς πάσης φύσεως ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ἐκ τῆς παρουσῆς συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον, ὡς καὶ ἡ Ἑταιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἐναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰονδήποτε τῶν ὅρων τῆς παρουσῆς συμβάσεως παρ' ἑκατέρου τῶν συμβαλλομένων μερῶν καὶ θὰ παράσχουν ἀμοιβαίως πλήρη καὶ ἀνεπιφύλακτον ἔγγραφον ἀπαλλαγῇ.

* Ἀρθρον 26.

Διαιτησία

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

2. Προκειμένου, ὅμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἀρθρῳ 21 ὀρίζεται, ἢ ἀμφισβητήσεων ἀφορῶν διαφοράν, διενέξιν ἢ διαφωνίαν, ὡς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς συμβάσεως αἰτινες 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 θὰ διεξάγεται κατὰ τὸν ἀκόλουθον τρόπον.

Τὸ ἐπιθυμοῦν τὴν διαιτησίαν μέρος, δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸ ἕτερον θὰ γνωστοποιῇ αὐτῷ τὴν τοιαύτην του ἐπιθυμίαν, θὰ καθορίξῃ ἀκριβῶς τὰ θέματα τῆς διαφοράς, διενέξεως, ἢ διαφωνίας, θὰ ὀρίξῃ τὸν διαιτητὴν αὐτοῦ, καὶ θὰ καλῇ τὸ ἕτερον μέρος ὅπως διορίσῃ τὸν δεύτερον διαιτητὴν. Ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς λήψεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἕτερον μέρος θὰ γνωστοποιήσῃ ἐγγράφως πρὸς τὸ αἰτησάμενον τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης, ὁ δεύτερος διαιτητὴς διορίζεται ὑπὸ τοῦ Προέδρου τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης, ἐπὶ τῇ αἰτήσῃ τοῦ ἐπισπευδέντος τὴν διαιτησίαν μέρους. Οἱ οὕτω διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ὅπως ἐκλέξωσι κοινὴν συμφωνίᾳ τὸν τρίτον διαιτητὴν, ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἐκλογὴν τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ, προθεσμίας, τοῦτον διορίζει ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης ἐπὶ τῇ αἰτήσῃ τῶν διαιτητῶν ἢ ἑκατέρου ἐξ αὐτῶν.

Οἱ διαιτηταὶ ὀφείλουσι νὰ ἐκδώσωσι τὴν ἀπόφασιν των ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως πρὸς τὸν τρίτον διαιτητὴν τοῦ διορισμοῦ του. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας. Οἱ διαιτηταὶ δὲν δεσμεύονται ὑπὸ οἰονδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαιτησίας. Δικαιοῦνται νὰ ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὄψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

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

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

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

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

* Ἀρθρον 27.

Χρήσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου

Καθ' ἣν ἑκτασιν ἢ Ἑταιρεία θὰ χρησιμοποιοῇ συνεχῶς ἰδιοκτησίαν, κινητὴν ἢ ἀκίνητον, τοῦ Ἑλληνικοῦ Δημοσίου :

α) εἴτε συνετελεσθῇ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἀρθρῳ 15 ὀριζόμενα,

β) εἴτε βάσει τῶν ἐτέρων διατάξεων τοῦ ἀρθρου 15,

γ) εἴτε βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἑταιρείας, ἢ Ἑταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῇται τῆς ἰδιοκτησίας ταύτης, ὡς ἐὰν ἦτο ἡ ἴδια ἰδιοκτήτρια αὐτῆς καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἐναντι ἀπαιτήσεως οἰονδήποτε τρίτου.

*Άρθρον 28.

Ευθύνη Έλληνικού Δημοσίου επί υπάρξεως

Δικαιωμάτων επί των παραχωρουμένων περιοχών

Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν ἕτερον νόμιμον δικαίωμα ἢ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὡς ὀρίζεται ἐν ἄρθρῳ 1, ἐὰν δὲ ἤθελε ἀξιωθῇ τοιοῦτον δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύσῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Ἑταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἑταιρείας ἐναντι τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τοῦτοις οἰοσδήποτε τρίτος ἤθελεν ἐπιτυχῶς διεκδικήσῃ δικαίωμα τι κατὰ τῆς Ἑταιρείας, ἢ ἤθελεν ἀναγνωρισθῇ ὀριστικῶς καὶ τελεσιδικῶς οἰονδήποτε τοιοῦτον δικαίωμα δι' ἀποφάσεως Ἑλληνικοῦ Δικαστηρίου, ἢ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ καταγγείλῃ τὴν παρῶσαν σύμβασιν ἀπαλλασσομένη οἰασδήποτε βάσει ταύτης ὑποχρεώσεώς της, τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἑταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

*Άρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (MARKETING) καὶ Διύλισις
Διάθεσις εἰς τὴν ἀγορὰν :

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

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

β) Ἐὰν ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια διύλιστήρια, τὰ ἐφοδιαζόμενα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἐγχώρια διύλιστήρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰοῦνδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῆς ἐκμεταλλευσίμου ἀνακαλύψεως παρὰ τῆς Ἑταιρείας ἐγχωρίου ἀργοῦ πετρελαίου, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν ὅτι ἢ Ἑταιρεία δύναται νὰ προμηθεύσῃ ἐπαρκῆς πρὸς τοῦτο ἐγχώριον ἀργὸν πετρέλαιον θὰ δίδῃ, καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἄρθρου 12 ὑποχρεώσεων αὐτῆς δικαίωμα προτεραιότητος εἰς τὴν Ἑταιρείαν ἐναντι ὅλων τῶν ἄλλων ἐγχωρίων διύλιστηρίων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἴτε : (1) ἐκ τῆς παραγωγῆς παντὸς διύλιστηρίου τὸ ὅποιον θὰ ἔχῃ προηγουμένως κατασκευάσῃ ἢ Ἑταιρεία διὰ τὴν ἐξαγωγὴν προϊόντων περὶ ὧν τὸ ἐδάφιον α) τῆς παρούσης παραγράφου 2 ἢ : (2) ἐφ' ὅσον δὲν θὰ ἔχῃ κατασκευασθῇ τοιοῦτον διύλιστήριον ἐκ τῆς παραγωγῆς νέου διύλιστηρίου τὸ ὅποιον τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν Ἑταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, ὅσον καὶ πρὸς τὸν σκοπὸν τῆς ἐξαγωγῆς πάσης παραγωγῆς τοῦ διύλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τοῦτοις, ὅτι τὰ κατὰ τὰς διατάξεις τοῦ ἐδαφίου β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 δικαιώματα τῆς Ἑταιρείας, θὰ γεννηθῶν μόνον : 1) ἐφ' ὅσον ἢ Ἑταιρεία θὰ εἶναι ἢ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν Ἑλλάδι, ἢ, 2) ἐὰν ἢ Ἑταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν Ἑλλάδι, χωρὶς ὁμῶς νὰ εἶναι ἢ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἐκεῖνοι ὀλτινες ἦσαν οἱ πρότεροι, ἀπαρνηθῶν ἢ παραιτηθῶν παντὸς τυχόν δικαιώματος τῶν πρὸς κατασκευὴν διύλιστηρίου.

δ) Ἐν περιπτώσει καθ' ἣν ἢ Ἑταιρεία ἔχει τὸ δικαίωμα νὰ κατασκευάσῃ ἢ χρησιμοποίησιν διύλιστήριον κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου β) τῆς παραγράφου 2, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἢ χρησιμοποίησιν ὑπὸ ὁρους καὶ συμφωνίας ἀμοιβαίως συνολοποιηθησομένων κατὰ τὴν στιγμὴν καθ' ἣν θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τοῦτοις, ὅτι οἱ τοιοῦτοι ὅροι καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν Ἑταιρείαν ὀλιγώτερον εὐνοϊκοὶ ἀπὸ τοὺς παραχωρηθέντας εἰς ἕτερα ἐν Ἑλλάδι διύλιστήρια ἐξαιρουμένου τοῦ Ἑλληνικοῦ Κρατικοῦ διύλιστηρίου.

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

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

ζ) Ὅ εἰς τὸ κείμενον τῆς παρούσης συμβάσεως ὅρος «Ἑλληνικὸν Κρατικὸν διύλιστήριον» θὰ ὑπονοῇ τὸ Κρατικὴς ἰδιοκτησίας διύλιστήριον, ἔστω καὶ ἂν τοῦτο ἐξεχωρήθῃ ἢ θὰ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

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

*Άρθρον 30.

Ἐγγύησις

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Διεύθυνσιν Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας), ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένην Τραπεζῆς ἐν Ἑλλάδι, διὰ ποσὸν δολλαρίων Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Ἑταιρείας τὰς ληξιπροθέσους οικονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περιόδον πέντε ἐτῶν ἀπὸ τῆς ἡμέρας ἰσχύος τῆς Συμβάσεως, ἢ δὲ Ἑταιρεία θὰ ὑποχρεοῦται, ἄνευ ἐτέρας εἰδοποιήσεως, νὰ ἀνανεώσῃ ἀνὰ πενταετίαν τοῦλάχιστον τὴν ἐγγύησιν ταύτην κατὰ τὴν διάρκειαν ὁλοκλήρου τῆς περιόδου ἰσχύος τῆς συμβάσεως καὶ μέχρι λήξεως ἢ λύσεως ταύτης. Ἐὰν ἢ νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ ἀνεγνωρισμένης Τραπεζῆς ἐν Ἑλλάδι τέσσαρας (4) μῆνας τοῦλάχιστον πρὸ τῆς ἐκπνοῆς τῆς ἰσχυοῦς ἐγγυητικῆς ἐπιστολῆς, ἢ παροῦσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἰσχυοῦς ἐγγυητικῆς ἐ-

πιστολής. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὀριστικῶς πληρωτέα παρὰ τῆς Ἑταιρείας, κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἓνα μῆνα ἀπ' ἧς ταῦτα κατέστησαν ὀριστικῶς πληρωτέα. Ἐὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῇ ὀριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγυήσεως, ταῦτα δύναται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς ὀριστικοποιήσεως των διὰ τῆς εἰσπράξεως τῆς ἐγγυήσεως, ἐκτὸς ἐὰν ἡ μισθώτρια Ἑταιρεία παράσχη ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

Ἐὰν δι' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἤθελε καταστῇ κατώτερον τῶν δολλαρίων Η.Π.Α. 300.000, ἡ Ἑταιρεία ὑποχρεοῦται νὰ συμπληροῖ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικροτέρα τῶν δολλαρίων ΗΠΑ 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ, ὑπὸ τοῦ ἐδαφίου δ) τῆς παραγράφου 3 τοῦ ἄρθρου 21.

Ἡ ἀνωτέρω ἐγγύησις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καθ' ἣν ἤθελε λάβει χώραν ἐκχώρησις, κατ' ἐφαρμογὴν τοῦ ἄρθρου 23 παρ. 1 ἐδάφ. α) καὶ β) τῆς παρούσης συμβάσεως.

2. Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παραγράφῳ 1 τοῦ παρόντος ἄρθρου ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθιστᾷ ἀνίσχυρον τὴν παροῦσαν σύμβασιν, ἥτις καὶ θὰ θεωρῇται ὡς οὐδέποτε γενομένη.

Ἄρθρον 31.

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου

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

Ἄρθρον 32.

Ἀρχὴ ἰσχύος τῆς παρούσης

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

2. Ἐὰν ἡ παροῦσα σύμβασις ἤθελε κυρωθῇ μὲ τροποποιήσεις ἡ Ἑταιρεία δὲν θὰ δεσμεύεται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ ὁλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὁμοῦς αὕτη νὰ δηλώσῃ ἐγγράφως, ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριακοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυρώσαντος τὴν σύμβασιν ὡς ἐτροποποιήθη.

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

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

Ἄρθρον 33.

Κοινοποιήσεις

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

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

Εἰς Ὑπουργεῖον Βιομηχανίας

Γενικὴν Διεύθυνσιν Μεταλλείων

Ἀθῆναι - Ἑλλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν CHEVRON OIL EXPLORATION COMPANY OF GREECE φροντίδι τοῦ Ἰωάννου Ζέπου, Διευθυντοῦ, ὁδὸς Ἱπποκράτους 7, Ἀθῆναι, 143, ὅστις ὀρίζεται ἀντικλήτος τῆς Ἑταιρείας ἐν Ἑλλάδι.

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

Ἄρθρον 34.

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοήθειας

Ἡ CHEVRON OIL EXPLORATION COMPANY OF GREECE δηλοῖ, ὅτι ὁ κύριος μέτοχος ταύτης, ἦτοι ἡ STANDARD OIL COMPANY OF CALIFORNIA, κατὰ πρωτοβουλίαν τῆς ὁποίας ὠργανώθη, ἔλαβε πλήρη γνώσιν τῶν ὅρων τῆς παρούσης συμβάσεως.

Δι' ἰδιαίτερας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς σχεδίου αὐτῆς ἀπὸ κοινοῦ καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας καὶ μονογραφηθέντος σήμερον παρὰ τούτων, ἡ STANDARD OIL COMPANY OF CALIFORNIA, ἀναλαμβάνει τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς τὰς περιχομένās εἰς τὴν ἐπιστολὴν ταύτην, ὅπως, ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου, παράσχη καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως εἰς τὴν CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἡ ἐν περιπτώσει μεταβιβάσεως εἰς τὸ κατὰ τὰ ἐν ἄρθρῳ 23 παρ. 1 ἐδάφ. α) καὶ β) τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς δ ἡ μεταβίβας, πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν πρὸς πραγματοποιήσιν τῶν σκοπῶν τῆς παρούσης συμβάσεως, καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἐναντὶ τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεων τῆς, κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἄνω σχεδίῳ τῆς ἐπιστολῆς ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον (Ὑπουργεῖον Βιομηχανίας, Γενικὴν Διεύθυνσιν Μεταλλείων) τὴν ἐπιστολὴν ταύτην ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς υπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου, ἡ παροῦσα σύμβασις θὰ θεωρῇται ὡς ἄκυρος μὴ οὕσα καὶ ὡς οὐδέποτε υπογραφεῖσα.

Ἄρθρον 35.

Ἐφαρμογὴ τοῦ Ν.Δ. 2687/1953

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχη πρὸς τῆς ἐνάρξεως, ἐν πάσῃ περιπτώσει, τῶν ἐν ἄρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ ἐπενδύσεως καὶ προστασίας Κεφαλαίων Ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα πάσης φύσεως καὶ μορφῆς κεφάλαια, τὰ χρησιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζομένων σκοπῶν καὶ κατὰ τὴν ὑπ' αὐτοῦ ὀριζομένην διαδικασίαν.

Ἄρθρον 36.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον

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

Τυχὸν προσφυγὴ τῆς Ἑταιρείας εἰς διαιτησίαν, ἐντὸς τοῦ ὡς ἄνω μηνός, κατὰ τὰς διατάξεις τοῦ ἄρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἓνα

μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἑταιρείαν τῆς σχε-
τικῆς ὁριστικῆς διαιτητικῆς ἀποφάσεως.

Ἄρθρον 37.

Καλὴ Ἑκτέλεσις Συμβάσεως

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν δέον ὅπως διέπονται ὑπὸ πνεύματος ἁρμονικῆς συνεργασίας καθ' ὅλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβά-
σεως. Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν, ὅτι αἱ
διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώ-
ματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἐργασίας ἀνα-
ζήτησεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν
ἐν τῷ ἀνωτέρῳ ἄρθρῳ 1 περιγραφομένην θαλασσίαν περιο-
χήν, ὅτι ἡ παροῦσα σύμβασις ἐνσωματώνει τὴν πλήρη
συμφωνίαν αὐτῶν καὶ ὅτι δὲν ὑφίστανται ἕτεροι γραπταὶ
ἢ προφορικαὶ συμφωνίαι πέραν τῶν ὅρων τῆς παρούσης
συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω ὅτι
θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης
συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρω-
θῶσι ἢ ἀντικατασταθῶσι εἰμὴ κατόπιν ἀμοιβαίας συμ-

φωνίας αὐτῶν, συναφθησόμενης ἐγγράφως καὶ ὑπογρα-
φομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλο-
μένων μερῶν.

Ἄρθρον 38.

Ἐγκυρότης Κειμένων

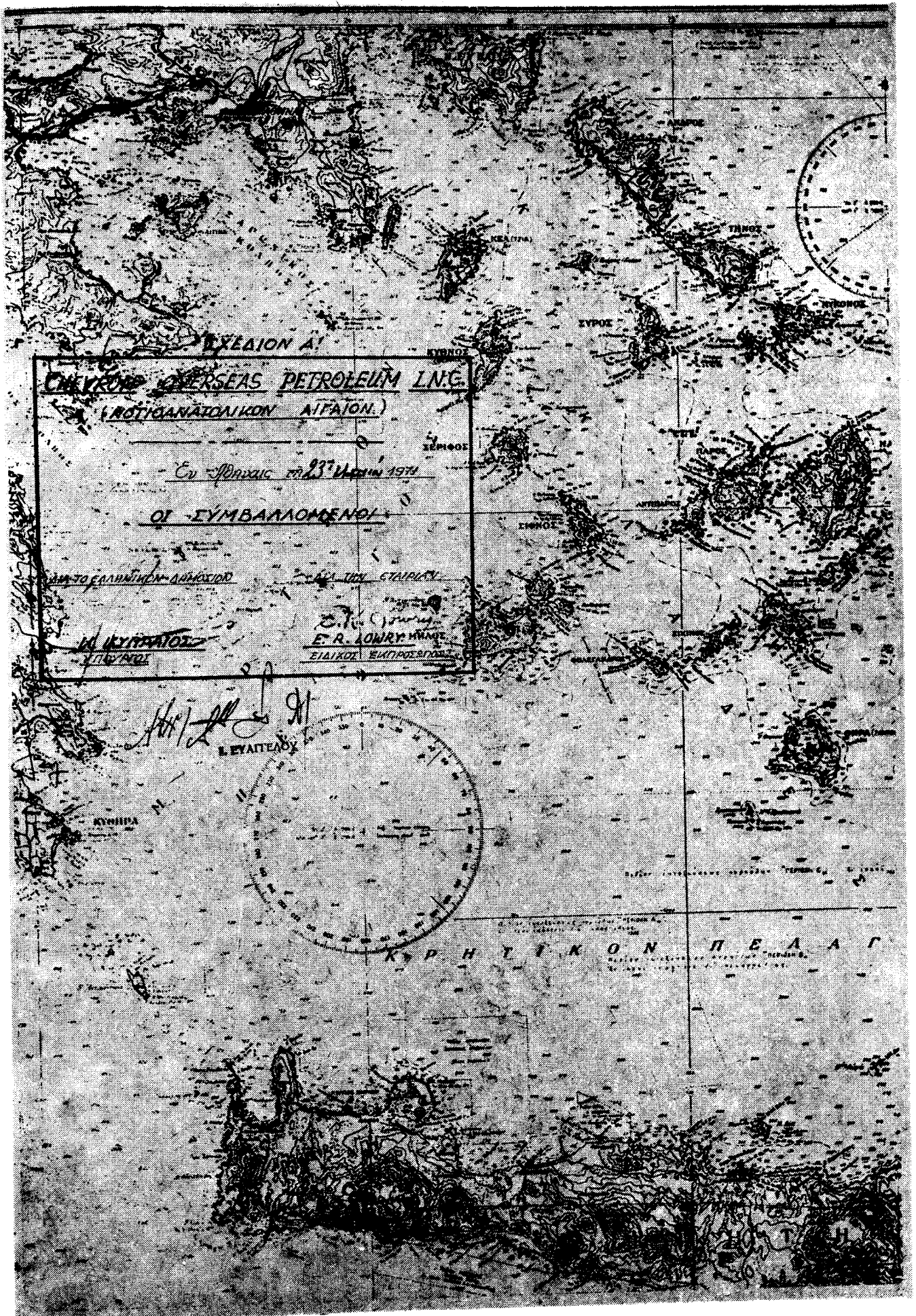
Ἡ παροῦσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ
Ἀγγλικὴν γλῶσσαν ἀμφοτέρω δὲ τὰ κείμενα θεωροῦνται
ἴσης ἰσχύος.

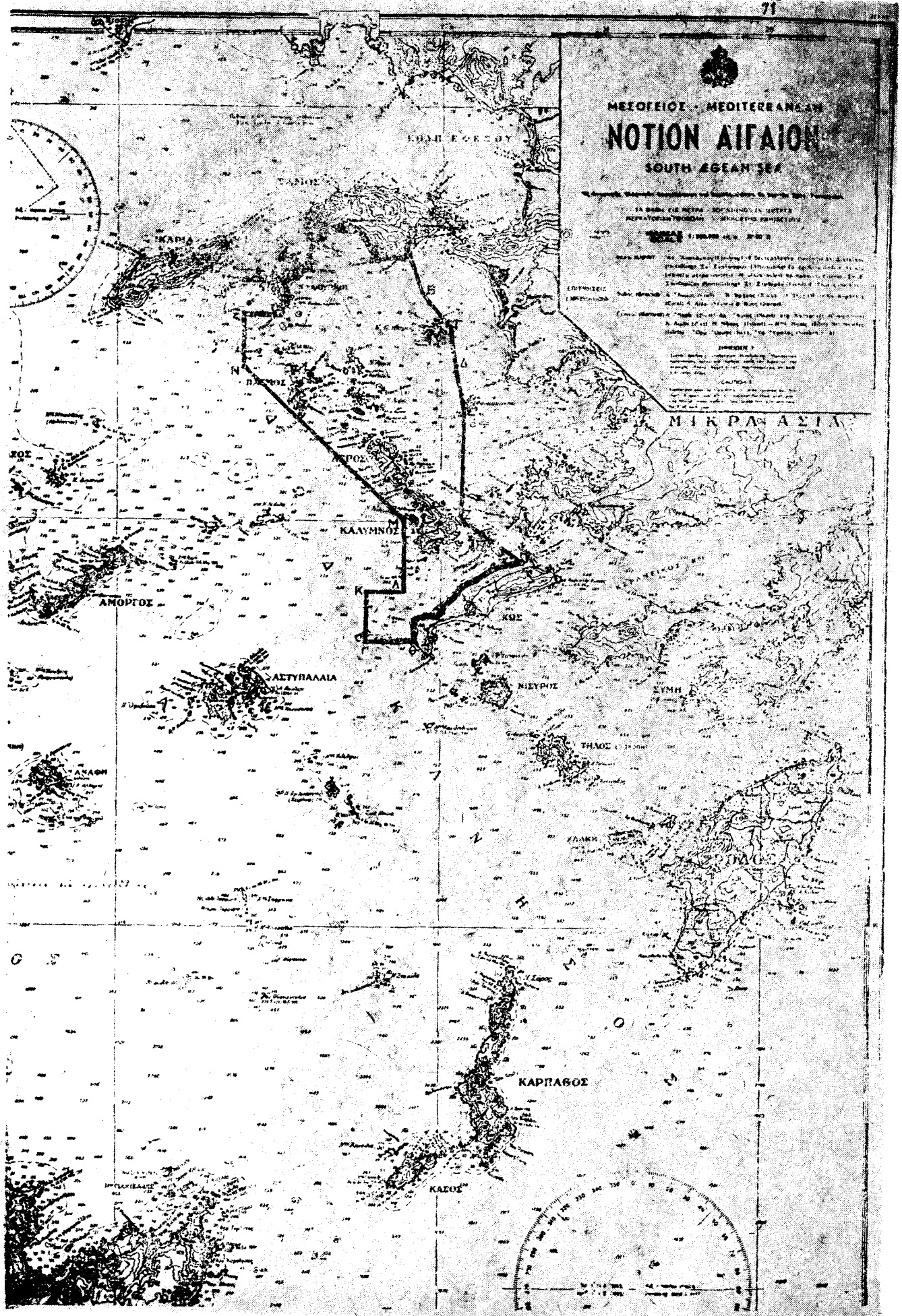
Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία
ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου
τὴν παροῦσαν σύμβασιν.

Ἐν Ἀθήναις τῇ 23 Μαρτίου 1971

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον	Διὰ τὴν CHEVRON OIL EXPLORATION COMPA- NY OF GREECE
Κ. ΚΥΠΡΑΙΟΣ	EDWIN RUSSELL LOWRY
Ὑπουργὸς Βιομηχανίας	Εἰδικὸς ἐκπρόσωπος





ΠΙΝΑΞ Β'.

Κόστος-Έξοδα-Βάρη

1. Τα στοιχῆα τοῦ κόστους, ἔξοδα καὶ βάρη, τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως εἰς τὴν σύμβασιν προσαρτᾶται ὁ παρὼν Πίναξ, ἔχουν ὡς ἀκολουθῶς :

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

β) Διοικητικὰ ἔξοδα, γενικὰ ἔξοδα καὶ ἔξοδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν εἰσφορῶν, τῶν τελῶν διὰ διπλώματα εὐρεσιτεχνίας, δαπανῶν ἀδειῶν καὶ δαπανῶν δι' ἐρεῦνας.

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20 %) κατ' ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ὡς π.χ. ἀξία ἀγορᾶς γεωτρήσαντος) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἓν τρίτον τοῖς ἑκατὸν (33,1/3 %) κατ' ἔτος τῶν δαπανῶν αἰτίνες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ὡς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἐρευνῶν).

Ἡ ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5 % ἑτησίως, ἡ δὲ δι' ἀγωγὸς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10 % ἑτησίως. Τυχόν εὐνοϊκότερα ποσοστὰ ἀποσβέσεως ἢ ἄλλα φορολογικὰ κίνητρα ἰσχύοντα ἢ εἰς τὸ μέλλον παρασχεθισόμενα, δὲν θέλουν ἐχθρὴ ἐφαρμογὴν ἐν προκειμένῳ, ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὁμοειδῶν ἐπιχειρήσεων.

δ) Ἐξοδα πωλήσεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτειῶν καὶ δαπανῶν τῆς Ὑπηρεσίας πωλήσεως.

ε) Ζημίαι προερχόμεναι ἀπὸ βλάβην ἢ κατὰστροφὴν ἢ ἀπώλειαν περιουσιακῶν στοιχείων χρησιμοποιοῦντων, παραχθέντων, κατασκευασθέντων ἢ πωληθέντων καὶ αἰτίνες δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἄλλως, συμπεριλαμβανομένων ζημιῶν ἐξ ἐπισφαλῶν ἀπαιτήσεων, ἀπαιτήσεων ἀποζημιώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συναλλάγματος.

στ) Τόκοι ἐκ χρεῶν οἱ ὅποιοι δέον νὰ περιορισθοῦν εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ ὧν τῶν δανείων ἢ ἐτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἑταιρείας ἢ συγγενῶν Ἑταιρειῶν ἢ ἐκ μέρους τρίτων, τὰ δὲ ἐπιτόκια νὰ εἶναι λογικὰ καὶ συμφώνως μετὰ τοὺς τρέχοντας διεθνεῖς νομισματικοὺς ὅρους.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ δι' ὑπηρεσίας ἄλλων, εἴτε :

(1) Ὁφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς δικαιούχους, ἢ

(2) Ὁφειλόμεναι ἢ πληρωνόμεναι διὰ λογαριασμὸν τῶν δικαιούχων μέσῳ ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἄλλων ταμείων.

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

θ) Μισθώματα ἢ ἑτεροι καταβολαὶ εἰς τρίτους διὰ τὴν χρῆσιν οἰωνδήποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλισμοῦ κ.λ.π. (ἢ ἐν σχέσει πρὸς τὴν χρῆσιν τούτων) ἀποσβέσεως, ὡς αὐταὶ προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος Β.

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

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

λ) Δαπάναι δι' ἐρευνητικὰς ἐργασίας καὶ ἄλλοι δαπάναι γεωτρήσεως (ὡς αὐταὶ καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος Πίνακος) ἐφ' ὅσον ἡ Ἑταιρεία ἀποφασίσῃ τὴν ἀπόσβεσίν των κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, κατὰ τὴν ἐν παραγράφῳ 2 τοῦ παρόντος Πίνακος καθοριζόμενα.

μ) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαία διὰ τὴν ἐργασίαν, ἥς ἡ ἐκπτώσις ἐπιτρέπεται ὑπὸ τῆς ἐκάστοτε Ἑλληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν Ἀνωνύμων Ἑταιρειῶν.

2. «Τὰς δαπάνας δι' ἐρευνητικὰς ἐργασίας» καὶ ἄλλους δαπάνας διὰ γεωτρήσεις, ὡς αὐταὶ καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιούμενας μετὰ τὴν ὑπὸ τῆς Ἑταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θὰ δικαιουται ἡ Ἑταιρεία, εἴτε νὰ ἐκπύτῃ, κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβειν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. Ἡ σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἢ κεφαλαιοποιήσεως των, θὰ λαμβάνηται κατ' ἔτος παρὰ τῆς Ἑταιρείας δι' ἐκάστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β' καθοριζομένων ὁ ὅρος «Δαπάναι δι' ἐρευνητικὰς ἐργασίας» θὰ θεωρῇται περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεώς του ἢ τὰς σχετιζόμενας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι δι' ὑλικά χρησιμοποιοῦνθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωλῆνας ἐπενδύσεως (GASINGS), ἀποθηκευτικούς χώρους, κινητήρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου τούτου θὰ περιλαμβανόμεναι δαπάναι σχετιζόμεναι πρὸς προκαταρκτικὰς ἐρεῦνας καὶ χωρομετρήσεις γῆρας, ἐναερίου ἢ θαλασσίας, ἀπασαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

Ὁ ὅρος «Ἀῦλοι δαπάναι γεωτρήσεως» θὰ ἐρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην δι' ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (HANDLING) τῶν ἐφοδίων καὶ ὑλικῶν διὰ τὰς γεωτρήσεις ἢ ἐν σχέσει πρὸς ταύτας, καθαρισμόν, ἐκβάθυνσιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι δι' ὑλικά χρησιμοποιοῦνθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (GASINGS), ἀποθηκευτικούς χώρους, κινητήρας, λέβητας, μηχανήματα κ.λ.π.

Ἀντιθέτως, ἐν τῇ ἐννοίᾳ τοῦ ὅρου περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις ἀνατινάξεις διὰ δυναμίτιδος καὶ καθαρισμόν φρεάτων, καθαρισμόν ἀποστράγγισιν καὶ ἰσοπέδωσιν γαιῶν, κατασκευὴν ὁδῶν, χωρομετρήσιν (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 ἢ γεωτρήσιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

4. Ἐφ' ὅσον ἡ Ἑταιρεία ἀποφασίσῃ νὰ κεφαλαιοποιήσῃ οἰασδήποτε «δαπάνας ἐρευνητικῶν ἐργασιῶν» καὶ «ἄλλους δαπάνας γεωτρήσεων» κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὗτω κεφαλαιοποιούμεναι δαπάναι θὰ ἀποσβέννυνται παρὰ τῆς Ἑταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων, ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ' ἣν πραγματοποιοῦνται αὐταί.

Ἐν Ἀθήναις τῇ 23 Μαρτίου 1971

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον Διὰ τὴν CHEVRON OIL EXPLORATION COMPANY OF GREECE

Κ. ΚΥΠΡΑΙΟΣ
Ὑπουργὸς Βιομηχανίας

EDWIN RUSSELL LOWRY
Εἰδικὸς Ἐκπρόσωπος

AGREEMENT

For the exploration for and Development of Hydrocarbons in the area of the South-Eastern Aegean Sea.

PREAMBLE

WHEREAS, pursuant to letters dated September 16, 1970 and February 20, 1971 of CHEVRON OVERSEAS PETROLEUM INC. and CHEVRON OIL EXPLORATION COMPANY OF GREECE, respectively, both subsidiary Companies of STANDARD OIL COMPANY OF CALIFORNIA, to the Ministry of Industry of the Kingdom of Greece, preliminary discussions were held in Athens, between representatives of the GREEK STATE and CHEVRON OVERSEAS PETROLEUM INC., regarding the possibility of the GREEK STATE granting exploration and development rights for hydrocarbons, and.

WHEREAS, by said negotiations the basic principles were established for the conclusion of a direct Agreement between the GREEK STATE and said CHEVRON OIL EXPLORATION COMPANY OF GREECE, pursuant to the provisions of Article 5 of Law 3948/1959, «Research, exploration and exploitation of hydrocarbons» such Agreement to be ratified by Law, and

WHEREAS, CHEVRON OIL EXPLORATION COMPANY OF GREECE, being a corporation duly established and operating in accordance with the laws of the State of Delaware of the United States of America, and having its principal offices in the city of San Francisco of the State of California of the United States of America, is wholly owned by STANDARD OIL COMPANY OF CALIFORNIA, with principal offices also in the city of San Francisco of the State of California of the United States of America.

Now therefore

Between :

1. The Kingdom of Greece, hereinafter referred to as the «Greek State» lawfully represented by the Minister of Industry, Mr. Constantine Kypreos, and

2. CHEVRON OIL EXPLORATION COMPANY OF GREECE, hereinafter referred to as the «Corporation» or the «lessee», represented by its special attorney EDWIN RUSSELL LOWRY, acting by virtue of a special Power of Attorney granted to him by the Corporation on February 19, 1971 attached hereto in the original and in an official translation.

The present Agreement has been concluded, following the concurring opinion of the Board of Mines, under the following terms and conditions :

Article 1.

Original Exploration Area

For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to the Corporation a sea area, with the exception of all islands and islets therein located, of about 3.500 square kilometers, the boundaries of which are delineated in red on Chart No 71, scale 1 : 500.000 at Lat. 38° 00' 00" N, attached to the present Agreement and hereinafter referred to as SCHE-DULE «A», published in 1953 by the Hydrographic Service of the Greek Navy and amended up to and including 1970, signed by both contracting parties and constituting an integral part of the present Agreement.

The said area is defined by a polygonal line joining the following points :

From point A at latitude 37° 40' 00" N and longitude 26° 53' 00" E, thence to point B at latitude 37° 32' 45" N and longitude 26° 56' 30" E, thence to point Γ at latitude 37° 28' 00" N and longitude 27° 01' 45"

E, thence to point Δ at latitude 37° 22' 15" N and longitude 27° 02' 45" E, thence to point E at latitude 37° 16' 30" N and longitude 27° 04' 30" E, thence to point Z at latitude 37° 00' 30" N and longitude 27° 04' 00" E thence to point H at latitude 36° 54' 00" N and longitude 27° 15' 00" E, thence following the north and then the west shoreline of Kos Island up to point Θ at latitude 36° 42' 06" N and longitude 26° 55' 40" E, thence to point I at latitude 36° 42' 06" N and longitude 26° 46' 00" E thence to point K at latitude 36° 50' 00" N, and longitude 26° 46' 00" E, thence to point Λ at latitude 36° 50' 00" N and longitude 26° 53' 00" E, thence to point M at latitude 37° 00' 00" N and longitude 26° 53' 00" E, thence to point N at latitude 37° 22' 00" N and longitude 26° 23' 00" E, thence to point Ξ at latitude 37° 30' 00" N and longitude 26° 23' 00" E, thence to point O at latitude 37° 30' 00" N and longitude 26° 30' 00" E, thence to point Π at latitude 37° 32' 10" N and longitude 26° 30' 00" E, thence following the east shoreline of Furni Island up to point P at latitude 37° 35' 38" N and longitude 26° 31' 40" E, thence to point Σ at latitude 37° 35' 38" N and longitude 26° 32' 20" E, thence following the south and then the north shoreline of Aghios Minas Islet up to point T at latitude 37° 36' 30" N, and longitude 26° 34' 00" E, thence to point Υ at latitude 37° 40' 30" N and longitude 26° 35' 30" E, thence following the south shoreline of Samos Island up to starting point A at latitude 37° 40' 00" N and longitude 26° 53' 00" E.

Article 2.

Right to Renewal and Reductions of the original Exploration area

1. The original exploration area is granted to the Corporation for a period of three (3) years from the effective date of this Agreement.

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

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

4. Provided before the end of the fifth year or of the automatic extension thereof, if any, as provided for in Article 21 item 8 b) of this Agreement, no discovery of hydrocarbons, in quantities which, in the Corporation's opinion, would ensure an economic exploitation, has been made by the Corporation and provided the Corporation has therefore, not applied for a development concession as stated in Article 5, item 1, any 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.

5. If at any time during the first five years from the effective date of this Agreement or the automatic extension thereof, if any, as provided for in Article 21 item 8 b) of this Agreement, the Corporation makes a discovery of hydrocarbons at any point of the then held by it exploration area in quantities which, in the Corporation's opinion, would ensure the possibility of an economic operation for it and Corporation selects a development concession, as per Article 5, items 1 and 2, then :

a) One (1) month before the end of the fifth year from the effective date of this Agreement or of the

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

b) The Corporation shall have the right, after the end of the fifth year from the effective date of this Agreement, to hold for the duration of the said development concession, all exploration areas still held by the Corporation after the areas selected as provided for in sub-item a) above, have been surrendered. Therefore, if discoveries of hydrocarbons are made and concessions selected in the original exploration area as same may have been reduced as provided for in item 2 of this Article and, under the conditions foreseen at the beginning of this item, then the total of the exploration areas which the Corporation shall have the right to hold by virtue of this item 5 shall be equal to 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, and of the automatic, if any, extension thereof as aforesaid.

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

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

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

7. Notwithstanding the provisions of the preceding items of this Article, if the Corporation shall not have made a discovery of hydrocarbons in quantities which, in the Corporation's opinion, would ensure the possibility of an economic operation for it, and therefore, it did not apply for a development concession as per Article 5, item 1 hereof, prior to the expiration of the fifth year from the effective date of this Agreement or the automatic extension thereof as provided for in Article 21, item 8 b) hereof, this Agreement shall, in the Corporation's option be deemed to be in full force and effect. The Corporation shall further have the right, after the end of the fifth year from the effective date of this Agreement or the expiration of the automatic extension thereof, if any, to retain for a further three-year period commencing from the expiration of the fifth year or the automatic expiration thereof, if any, out of the areas held by the Corporation at that time under this Agreement, such exploration area or areas, for the purpose of carrying out exploration and development work for hydrocarbons, the size of which area or areas shall in no case exceed 25 % of the total size of the initial exploration area, provided, however, that : (a) the Corporation shall have fulfilled all its investment and work obligations up to the end of the fifth year from the effective date of this Agreement or the automatic extension thereof, if any, as such obligations are determined in Articles 3 and 4 hereof

(b) the Corporation, under other similar Agreement or Agreements, signed with the Greek State simultaneously with this Agreement, shall have already become the lessee, pursuant to the terms of such Agreement or Agreements, of an area or areas selected by the Corporation, and (c) the Corporation shall have exercised its rights, as stated above, by a statement submitted to the Ministry of Industry within the last month of the fifth year at the latest from the effective date of this Agreement or within the last month of the automatic extension thereof, if any, in accordance with the provisions of Article 21, item 8 b) of this Agreement.

The Corporation shall be obligated to invest in exploration work within the exploration area or areas retained by it throughout the three-year term, the amounts determined by Article 3, item 2 a), increased by 50 %, provided, however, that if the Corporation shall make a discovery of hydrocarbons within said three-year term in any part of the exploration area or areas retained by it, in quantities which, in the Corporation's opinion would ensure the possibility of an economic operation for it and select a development concession pursuant to the provisions of items 1 and 2 of Article 5, then the Corporation shall have the right to retain throughout the term of the development concession all the areas held at that time, being obligated from that time on to invest in such case the amounts determined by item 2 a) of Article 3, without, however, the premium referred to above.

Article 3

Investment obligations of the Corporation

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

U.S. Dollars

1st Year : Digital marine seismic survey, plus any other type of geological and geophysical work, required in performing reconnaissance work, to determine the thickness of sections, unconformities and general size and location of principal structural anomalies	150.000
2nd Year : Digital marine seismic survey plus any other type of geophysical and geological surveys, which might be required to complement previous work necessary in determining a suitable drilling site.....	200.000
3rd Year : Drilling of a deep exploratory well (as provided for in item 7 of article 4) and carrying out seismic and geological surveys as the Corporation considers desirable	1.000.000
4th Year : Drilling of a deep exploratory well and carrying out of such geophysical and geological work as the Corporation considers desirable	1.200.000
5th Year : Drilling of two deep exploratory wells and carrying out of such geophysical and geological work as the Corporation considers desirable	2.300.000
Total US dollars	4.850.000

(Four million eight hundred and fifty thousand US dollars).

2. If the Corporation retains any exploration areas after the end of the fifth year, as stipulated in Article

2, item 5, it shall be obligated to invest the following amounts in exploration work in the exploration areas retained by it after the end of the fifth year from the effective date of this Agreement :

	U.S.Dollars per sq. km.
a) For the whole period of the 1st three years	900
b) For the whole period of the 3 following years	1.500
c) For the whole period of the 3 following years	2.250
d) Every 3 years after the end of the 9th year, (after the end of the 14th year from the effective date of this Agreement)	3.000

3. a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement during the initial three-year period and the following renewal periods as mentioned under item 3 of Article 2, in excess of its investment obligations for each of these years shall be credited against the investment obligations of the following year or years.

Any amounts invested by the Corporation in its exploration operations under this Agreement, during any one of the periods of three years, mentioned in item 2 of this Article, in excess of the specifically mentioned investments for the corresponding time period, shall be credited against the obligatory investments for exploration of the following period or periods of three years each.

b) If by the end of the year of any of the first three years mentioned in item 1 of this Article or of any one of the periods mentioned in item 2 of this Article, in this latter case during its development operations, the Corporation has failed to invest the above mentioned obligatory amounts, under this Agreement, which shall include any credits as provided for in a) above, the Corporation shall pay in cash to the Greek State the difference between the obligatory amount for that year or period and the amount actually invested during the same year or period. These payments shall be effected not later than three months after the end of the corresponding year or period, and such payments shall be deemed to constitute complete compliance by the Corporation with its investment obligation for the corresponding year or period.

c) If by the end of either the 4th or 5th years of the exploratory operations mentioned in item 1 of this Article, the Corporation has failed to invest the obligatory amounts referred to in this item, corresponding to each of the said years, including the credits, if any, provided for in sub-item a) above, although the Corporation shall have performed its contractual obligations corresponding to each of the said years, then the Corporation is entitled to spend the difference between the obligatory amount corresponding to each of the said years and the amount actually spent for this year, in the drilling of an additional exploratory well (in addition to those four provided for by item 1 hereof), which must be completed before the end of the 5th year of the exploration operations. Providing a prior agreement will be reached with the Greek State, the above difference may be invested by the Corporation in total or in part, in the performance of complementary seismic and geophysical surveys and reconnaissance.

If by the end of the 5th year or its extension, if any, as provided for in item 8 of Article 21 hereof, of the exploration operations referred to in item 1 of this Article, the above mentioned difference has not been invested in total or in part, as set forth in this sub-item c), then the balance thereof, remaining still

uninvested shall be paid in cash by the Corporation to the Greek State. This payment shall be effected not later than three months after the end of the 5th year or its extension, if any, as provided for in Article 21, item 8, and such payment shall be deemed to constitute complete compliance by the Corporation with its investment obligations of the 4th and 5th years of the period of its exploration operations.

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

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

Administrative expenses shall be taken to be all expenses by the City of San Francisco 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 aid 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) Travel expenses of foreign managerial and administrative personnel.

(5) Expenses connected with trips abroad of managerial and administrative personnel for business.

(6) Representation expenses of the entire personnel in Greece.

c) If at any time the Corporation purchases drilling rigs for the purpose of carrying out deep exploration and development wells in accordance with details agreed by this Agreement capable of reaching the depth defined in Article 4, item 4, the Corporation shall have the right to credit against the investment obligations mentioned in this Article not more than 20 per cent of the purchase price (including cost of transportation to Greece) not to exceed normal rental for this type of rig per calendar year, beginning with the calendar year when the rig is used for the first time in Greece until such time as the total purchase price is so credited.

d) If, on the contrary, drilling operations are carried out by a contractor or by a rig rented to the Corporation by one of its affiliates or by a third party, then the entire fees of the contractor or the entire rent will

be credited against the investment obligations mentioned in this Article whenever payments to the contractor, to the affiliate or to a third party are made.

Article 4.

Working Obligations—Exploration

1. The Corporation shall have to start geological or geophysical work on its exploration area not later than six 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 hereof, the drilling of one deep exploration well shall be started and completed within 36 months at the latest from effective date of this Agreement.

3. During the period from the end of the second to the end of the fifth year, the Corporation shall drill such deep exploration wells as are provided for in item 1 of Article 3.

4. The above mentioned exploration wells shall be drilled by means of a rig capable of reaching a depth of at least 3.000 meters, unless seismic information shows the sedimentary formations to be drilled, require a rig with a greater capability.

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

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

7. A deep exploration well shall mean a well of a depth of not less than 1.800 meters measured from the rig's rotary table provided, however, that for the purposes of this Article the following wells shall be deemed to be deep exploration wells.

a) Any exploration well in which a discovery of hydrocarbons is made at any depth of less than 1.800 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 and 1.800 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 1.800 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 1.800 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 1.800 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 1.800 meters. Upon payment of this amount the original and the replacement well taken together shall be deemed to be one deep exploration well under the terms of this Article.

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

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

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

b) The Greek State shall assume all risks connected with this additional drilling and full responsibility for all damages suffered by the Corporation or by third parties as a result of same, except in the case of gross negligence on the part of the Corporation.

c) Should this additional drilling cause any delays in the fulfillment by the Corporation of its working obligations under this Article, such delays will be added to the 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 the Corporation
to receive development concessions

Number and duration of same.

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

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

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

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

5. The duration of the lease of each development concession of the Corporation shall be twenty eight (28) years from the date of the notification of the declaration.

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

Article 6.

Development and production obligations
of the Corporation

1. As soon as, in accordance with Article 5 of this Agreement, the Corporation notifies the declaration for the areas 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. Notwithstanding the provisions of item 3) below, the Corporation shall carry out continuous producing operations in a workman-like manner in accordance with the internationally recognized rules of good oil field exploitation and always with a view to ensure the 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 development concessions at any time held by the Corporation under this Agreement.

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

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

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

5. For the exercising of the rights enumerated in this Article, and for complying with its obligations under this Agreement the Corporation shall have the right after complying with the existing legal formalities to build or cause to be built and/or operate and/or rent from third parties storage tanks, field gathering lines and trunk pipelines for gas and crude oil, separators, plants for the primary treatment of the hydrocarbons produced by it, as for example gasoline separation plants, desulphurization plants, etc. branch railway lines, storage and loading facilities at railway stations and in the Greek ports, housing facilities for its employees and workmen, warehouses, mechanical shops, telephone and radio communication facilities, and all other installations necessary for the efficient carrying out of its o-

perations under this Agreement. Such installations may be built and or operated by the Corporation only to the extent that in the Corporation's judgement the existing installations owned by the Greek State or any Governmental agency are not sufficient and proper for the Corporation's purposes or when their use is uneconomic for the Corporation

6. The Corporation shall also have the right exclusively for the 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 Naval Command which permission shall not be withheld without any serious reason.

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

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

9. Geophysical research, drilling and exploitation of oil discovered under 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 rules for avoiding collision 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 Mercantile Marine:

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

(2) 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.

(3) 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 majeure» under Article 25 of this Agreement.

Article 8.

Stremmatikos Payment

The Corporation is obligated to pay to the Greek State a stremmatikos of 1.000 Drachmae per annum per square kilometer of the area of all development concessions at any time held by the Corporation under this Agreement. The payment of this stremmatikos will start from the moment the Corporation becomes the lessee of a concession.

Article 9.

Royalties

1. The Corporation shall pay to the Greek State a royalty of fourteen per cent (14 %) 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 its field storage tanks free of charge during this period of forty days. In case the Greek State does not take delivery of its royalty crude oil within the above specified period, the Corporation shall have the choice of either freely disposing of it, in which case the royalty on crude oil shall be paid in cash or of continuing to store it for the account of the Greek State against an appropriate storage charge, which shall amount to the actual storage cost plus 10 per cent.

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

6. Should the Corporation own and operate in Greece any trunk pipelines for the transportation of crude oil and natural gas the Greek State may request the Corporation to transport the quantities belonging to the State by means of these pipelines either to their terminal or to any other point located on these pipelines. This transportation shall be carried out by the Corporation at cost, plus 10 per cent.

The present item shall not be interpreted as an obligation of the Corporation to build any pipelines or any transportation facilities in addition to those which it owns or operates, nor to erect any additional installations with respect to such pipelines or other transportation facilities unless another agreement is arrived at between the Greek State and the Corporation for this purpose.

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

From the time the Corporation becomes an exporter of indigenous crude oil and establishes a posted price in Greece, the amount of cash to be paid to the Greek State as royalty on crude oil by it in Greece shall be calculated applying said posted price, as such is specified in Article 22, item 9b)

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

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

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

Article 10.

Taxes

1. The Corporation shall be subject to the income tax for limited stock corporations at a fixed rate of 50 per cent on the net profits derived from its operations during a business period and determined as set forth in item 7) of this Article, whatever the rate in force from time to time for other corporations may be. From the amount of income tax for a business period computed in accordance with this Article there shall

be subtracted the amount of the royalties paid during the business period either in cash or in kind pursuant to Article 9 of this Agreement and, from the time the Corporation has net income from the concession, the amounts of Stremmatikos payment pursuant to Article 8 of this Agreement in order to arrive at the net amount of income tax to be paid by the Corporation in respect of the business period. It is agreed that the royalties provided for by Article 9 of this Agreement are to be paid on any production of hydrocarbons whether the Corporation's operations result in a net profit or loss. It is further agreed that the royalty and tax rates set forth in Articles 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement and that the subtraction of the royalties from the income tax will remain unchanged during this Agreement, and the Corporation in consideration of such undertakings agrees and declares that during this Agreement or any time afterwards shall not intend to raise any objection or dispute as to the rate of 50 per cent on the net profits as provided herein above, and it will accept in all cases the contractual effectiveness and validity of this clause.

2. The net amount of the income tax determined under item 1) above is entitled to credit under Law 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 (Stremmatikos) provided for in Article 8 of this Agreement, the royalties provided for in article 9 of this Agreement and the tax on its net profits provided for in item 1) of this Article, the Corporation, its property, operations and rights, its income from operations under this Agreement, as well as any machinery, spare parts, accessories, tools and materials of any kind imported from abroad for carrying out of the Corporation's operations under this Agreement (with the exception of fuel of any kind) as well as the hydrocarbons produced by the Corporation under this Agreement (with the exception of refined products of any kind), shall be exempted from all taxes, whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, fiscal stamps or contributions or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and, in general, of any third party, except of contributions clearly for services or rights (retributory contributions) of any kind 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 of the Corporation, provided they are domiciled or reside abroad, are exempted as regards their income from the Corporation, from all taxes, regular or extraordinary or levied for special purposes, duties, withholdings, contributions or other exactions in favor of the Greek State, or any Greek authority or legal entity, or any third party, by reason of their capacity as shareholders of the Corporation.

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

6. Should the Corporation show a net loss from its operations during a business period after it has obtained its first development concession, this loss shall be carried forward by the Corporation and consolidated with the financial results from its operations, whether profit or loss, of the following business period or periods.

Such result, if it shows a loss, shall again be carried forward by the Corporation and consolidated with the financial results of the next business period or periods. This consolidation shall be repeated until a net profit is shown or the present Agreement is terminated. The Corporation shall not have 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 operation 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 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 STANDARD OIL COMPANY OF CALIFORNIA or any of its affiliated companies.

The above costs, expenses and charges shall not include, however, the royalties provided for in Article 9 of this Agreement. Gross receipts shall include the actual receipts from sale of produced hydrocarbons. The price for crude oil sold for export shall be that actually charged FOB sea terminal. Gross receipts for domestic sales of crude oil shall be the actual receipts.

The determination of the gross receipts and the costs, expenses and charges shall be in accordance with accounting practices and principles as generally accepted in the international petroleum industry.

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

Schedule B is attached to this Agreement which, being duly signed by the parties hereto, shows the items of cost, expenses, charges and other expenditures of the Corporation under this item.

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

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

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

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

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

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

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

Article 11.

Import and Export of Machinery, Equipment and Materials

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

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

tions 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 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 unique technical characteristics or differs substantially as regards its gravity or quality from the crude oil required by the Greek State Refinery or prediscovery refineries, which would substantially increase the operating costs of said refinery or prediscovery refineries in order to produce the pattern of products required by the Greek State, thereby creating an economic hardship for it or them or the addition of major installations would be required in order to process said crude oil.

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

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

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

b) In the event the Corporation exports indigenous crude oil during a calendar quarter at prices which are lower than the prices paid by the Greek State Refinery and the other domestic refineries pursuant to item 9 b) of this Article, the Corporation shall make available to the Greek State during the same calendar quarter an equal quantity of indigenous crude oil at the average of the net prices realized on such sales during such quarter by the Corporation, provided: (1) that the Greek State makes such crude available to one 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 fulfilment 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 right 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 fulfil at the earliest possible time the

primary objective of this Agreement, as stated in item 1 of this Article, the Greek State further agrees :

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

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

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

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

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

8. If the Greek State notifies the Corporation with supporting data that the indigenous crude oil produced by the Corporation is unsuitable for use in the Greek State Refinery or the other prediscovery refineries, then the obligation of the Greek State to ensure that the indigenous oil is given priority of purchase by the Greek State Refinery and prediscovery refineries and the obligation of the Corporation to supply

said refineries with indigenous crude oil, would both be contingent upon a mutually satisfactory arrangement whereby the primary objective set out in item 1 above would be achieved. If no such mutually satisfactory arrangement can be achieved, then the respective obligations of the Greek State and the Corporation, as stated above, shall come to an end until such time as such crude oil or other crude oil produced in Greece by the Corporation becomes suitable for use in the Greek State Refinery and other refineries, provided, however, that the Greek State Refinery agrees that it will cause the Greek State 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 co-operation in promoting the use of such unsuitable crude oil as a fuel substitute in industries in Greece.

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

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

10. Payment 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 into Drachma equivalent at any monthly average of the daily rates of exchange, as defined in item 8 or 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 into Greek currency, through the banks and agents officially authorized to deal in Greek currency and foreign exchange, U.S. dollars or foreign currency freely convertible to U.S. dollars, in such amounts as will be sufficient to cover the Corporation's cash operating expenses in Greek currency, including any payments to the Greek State and third parties.

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

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

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

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

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

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

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

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

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

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

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

8. a) For the purpose of carrying out its operations under this Agreement, the Corporation shall be permitted to buy and sell foreign currency through any bank or agent officially authorized to deal in Greek currency and foreign exchange and at a rate of exchange not less favorable to the Corporation than the effective rate generally available to other firms on day of the tran-

saction. In determining such rate of exchange, account shall be taken of all such exchange premiums, surcharges, discounts, exchange taxes and brokerage fees of any kind whatsoever, as the Greek State might authorize or impose and which effectively are a part of the cost to firms, as the case may be, of buying or of selling foreign currency.

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

9. For the purpose of such books and accounts as the Corporation may maintain in Greek currency, the Corporation shall on its books of accounts only, convert all of its foreign currency expenses, charges and obligations, as well as its foreign currency revenues from export sales and other sources, to their Drachmae equivalent at the rate of exchange, as defined in the preceding item 8) of this Article, at which the Corporation is entitled to purchase Drachmae with foreign currency on the day in 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 details 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 supply to the Greek State in quadruplicate all scientific data collected during its operations including data and interpretations from the Corporation's contractors, provided, however, all proprietary information of the Corporation as well as of STANDARD OIL COMPANY OF CALIFORNIA 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 words "all scientific data" are 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 cutting.

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 lodging.

(3) Gamma Ray and neutron logging.

(4) Speed of seismic waves (velocity logging).

(5) Laterolog-Microlaterolog.

(6) Dip strike logging.

In addition to the above mentioned documents the Company is obligated to submit to the Ministry of Industry copies in quadruplicate of obtained geological and photogeological charts.

4. The Corporation shall advise the Ministry of Industry of any location chosen by it for the drilling of any wells, of the commencement and completion of any drilling operation and of their interruption and of the discovery of any hydrocarbons.

This obligation is in addition to the obligation of supplying quarterly and annual reports mentioned under item 2 above.

5. Financial reports of the Corporation shall be submitted by the Corporation to the Ministry of Industry within three months after the end of each business period.

The Ministry of Industry and other authorized services shall have the right to inspect at reasonable intervals and upon reasonable notice the official records and books of the Corporation in order to ascertain the accuracy of the entries, however in such a manner that the operations of the Corporation are not hindered.

6. Authorized representatives of the Ministry of Industry and especially of the scientific and technical services of the Greek State shall have the right to visit and observe the scientific activities and technical operations of the Corporation in order to be kept informed and to know the detail on the progress of same.

These visits shall be carried out in such a manner that the current operations of the Corporation are not hindered.

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

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

Article 15.

Occupation of land—Right of way—Right to use water and building materials

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

2. Under reservation of the above, expropriations of property belonging to third parties, necessary to carry out exploration and exploitation, including also land having underground or surface water or springs, will be carried out in favor of the State at the expense and care of the Corporation. The provisions of the Mining Code relating to the protection of property and to expropriations for the needs of the exploitation of mines, as well as the remaining provisions of laws relating to mines and the other applicable general or special laws, are also applicable in the present case by analogy, as long as they do not conflict with the provisions of the present Agreement and those of law 3948/1959 re: hydrocarbons.

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

for the exploitation of mines. By means of compulsory expropriation it shall be possible to create servitudes in favor of the Greek State in accordance with existing provisions, 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 hydrocarbon and their storing as well as to create installation necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the Naval Command, which shall not be withheld without any serious reason.

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

Article 16.

Use of Contractors

1. For carrying out the Corporation's operations under this Agreement, including the carrying out of geophysical surveys and 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 Contractors and Sub-contractors, as per item 1), shall be communicated by the Corporation to the Greek State.

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

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

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

Article 17.

Employment of Greek and Foreign Personnel

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

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

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax six (6) 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 2548/1953 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 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 carrying out his assignment. The Corporation shall also have the right to request the Greek State to recall a trainee already approved by the Corporation, for the same reason as above. However, in both the above mentioned cases the Greek State shall have the right to immediately nominate a substitute.

Article 18

Books of the Corporation

Books of account and associated records of the Cor-

poration in Greece shall be kept by the Corporation in the Greek language and if the Corporation so desires also in the English language, and in accordance with the generally accepted principles and rules of accounting practice and in accordance with the Code of Greek Tax Data.

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

Article 19

Managerial and Administrative Freedom

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

Article 20

Surrender

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

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

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

Article 21.

Fines and Forfeiture

Termination of Agreement by Expiration

Fines :

1. As a penalty for the transgression of any of the terms of this Agreement and for the non-compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corpo-

ration, 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 here below 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 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 becomes 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, has not continued these procedures without delays and interruptions, or did not have recourse to arbitration under Article 26 within the said period, except in case of non-compliance within the time limits specified by the Arbitration Court as per sub-item b) of item 3) of this Article 21. Any such recourse to arbitration shall suspend the effectiveness of the forfeiture for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith and compliance by the Corporation within this period shall render the declaration of forfeiture null and void.

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

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

Expiration

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

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

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

Article 22.

Disposal of Corporation's Property

1. At the termination of the rights of the Corporation on any exploration area, or part thereof, or on

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

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

2. Except as provided in item 1) of this Article, the Corporation shall have the right freely to dispose in any manner whatsoever of all its movable and immovable property and of any other rights of any nature during the entire period of validity of this Agreement and upon termination or expiration of same for any reason whatsoever, whether this movable or immovable property or other 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 part of such movable and/or immovable property and of such rights at their fair market value.

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

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

If, on the contrary, the proceeds of such sale of property fall short of the book value of the property sold, then the difference shall either be allowed as a deduction from the gross receipts of the Corporation for the business period during which the sale took place,

as specifically stated in item 1) sub-item h) of Schedule B, attached hereto, or added to the costs, expenses and charges mentioned under item 5) of Article 10 of this Agreement.

6. Should the Corporation still have any kind of assets resulting from this Agreement (whether movable or immovable) in Greece or elsewhere, two years after the termination of this Agreement, such assets shall be liquidated by the Corporation and the proceeds of such liquidation shall be divided equally between the Greek State and the Corporation, it being understood that the Corporation's share in 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 STANDARD OIL COMPANY OF CALIFORNIA.

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

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

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

4. In case of transfers as per item 1), sub-items a), b) and c) above, all the carried out investments of the Company, conformable to the present Agreement, charges and expenses as well as the carried out revenues will be considered as the assignee's, according to the present Agreement, including the investment obligations and the taxing.

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

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

Article 26

Arbitration

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

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

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

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

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

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

Article 27

Use of State Owned Property

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

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

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

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

Article 28

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

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

Greek Court, the Corporation shall have the right to terminate this Agreement liberating itself from all and any of obligations assumed under this Agreement and the Greek State shall have to reimburse to the Corporation all the amounts spent by the Corporation under this Agreement up to the date of said termination.

Article 29.

Marketing and Refining

Marketing

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

Refining

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

b) If at any time during the validity of this Agreement the existing domestic refineries 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 refinery capacity, the Greek State shall, provided sufficient indigenous crude therefor can be supplied by the Corporation in excess of its obligations under Article 12, item 3, give the Corporation a priority right over all other domestic refineries to meet any such excess domestic market requirements either: 1) out of the production of any refinery which the Corporation may previously have constructed for the export of products pursuant to paragraph a) of this item 2, or 2) if no such refinery has been constructed, out of the production of a new refinery which the Greek State shall permit the Corporation to construct both for the purpose of supplying such domestic product requirements and for the purpose of exporting any refinery production in excess of such domestic product requirements.

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

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

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

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

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

3. All rights of the Corporation under this Article shall be exercised either by the Corporation itself or by a related or affiliated company or companies, as defined in Article 22 of this Agreement.

Article 30

Guarantee

1. The Corporation is obliged to deliver to the Greek State (General Directorate of Mines of the Ministry of Industry) within fifteen days from the signing of this Agreement a letter of guarantee of a recognized Bank in Greece for an amount of U.S. Dollars 300,000. This letter of guarantee shall cover the good performance of the present Agreement and all the obligations of the Corporation and all its outstanding financial obligations towards the Greek State for a period of five years from the effective date of the Agreement and the Corporation, without any notice, shall be obligated to renew at least every five years said guarantee during the entire period of the validity of this Agreement and until it shall expire or be terminated. Unless a new letter of guarantee for the same amount is furnished the Greek State by a recognized Bank in Greece at least four months prior to expiration of the valid letter of guarantee, this Agreement will expire at the date of expiration of the valid letter of guarantee. The above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable. If these amounts have not become finally payable two months before the expiration of the Guarantee they may be collected before their finalization by encashment of the Guarantee, unless the concessionaire Corporation furnishes a letter of guarantee covering the amount sought.

In case for any reason whatsoever the original amount of the above guarantee becomes less than U.S. Dollars 300,000, 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 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-item 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 and will be considered as not having been executed.

Article 31.

Exemption from Stamp Duties

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

Article 32

Effective Date of Agreement

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

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

In case such non-acceptance is not submitted in time the Corporation is considered as having accepted such modifications.

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

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 CHEVRON OIL EXPLORATION COMPANY OF GREECE to :

John D. Zepos,
7, Hippocratous Street
Athens, 143, Greece

who is appointed Process Agent (Antiklitos) 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 notice, 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

CHEVRON OIL EXPLORATION COMPANY OF GREECE declares that its principal shareholder, STANDARD OIL COMPANY OF CALIFORNIA, 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 initiated today by them, STANDARD OIL COMPANY OF CALIFORNIA, 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 CHEVRON OIL EXPLORATION COMPANY OF GREECE or in case of transfer, to the transferee mentioned in Article 23, item 1), sub-items a) and b) of this Agreement all necessary technical and financial assistance for the 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 CHEVRON OIL EXPLORATION COMPANY OF GREECE undertakes the obligation to deliver this letter to the Greek State (Ministry of Industry, General Directorate of Mines) within fifteen days from the date of signature of the present Agreement. In case such limit is not observed, the present Agreement shall be null and void and shall be considered as not having been executed.

Article 35

Protection of Investment Under Legislative Decree 2687/1953

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

Article 36

Cash Payments to the Greek State

Any claim for cash payment 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 out the exploration and exploitation of hydrocarbon deposits in the sea area as defined in Article 1 hereof and that this Agreement embodies the entire understanding of the parties hereto and that there are no further agreements or understandings written or oral 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 sheets.

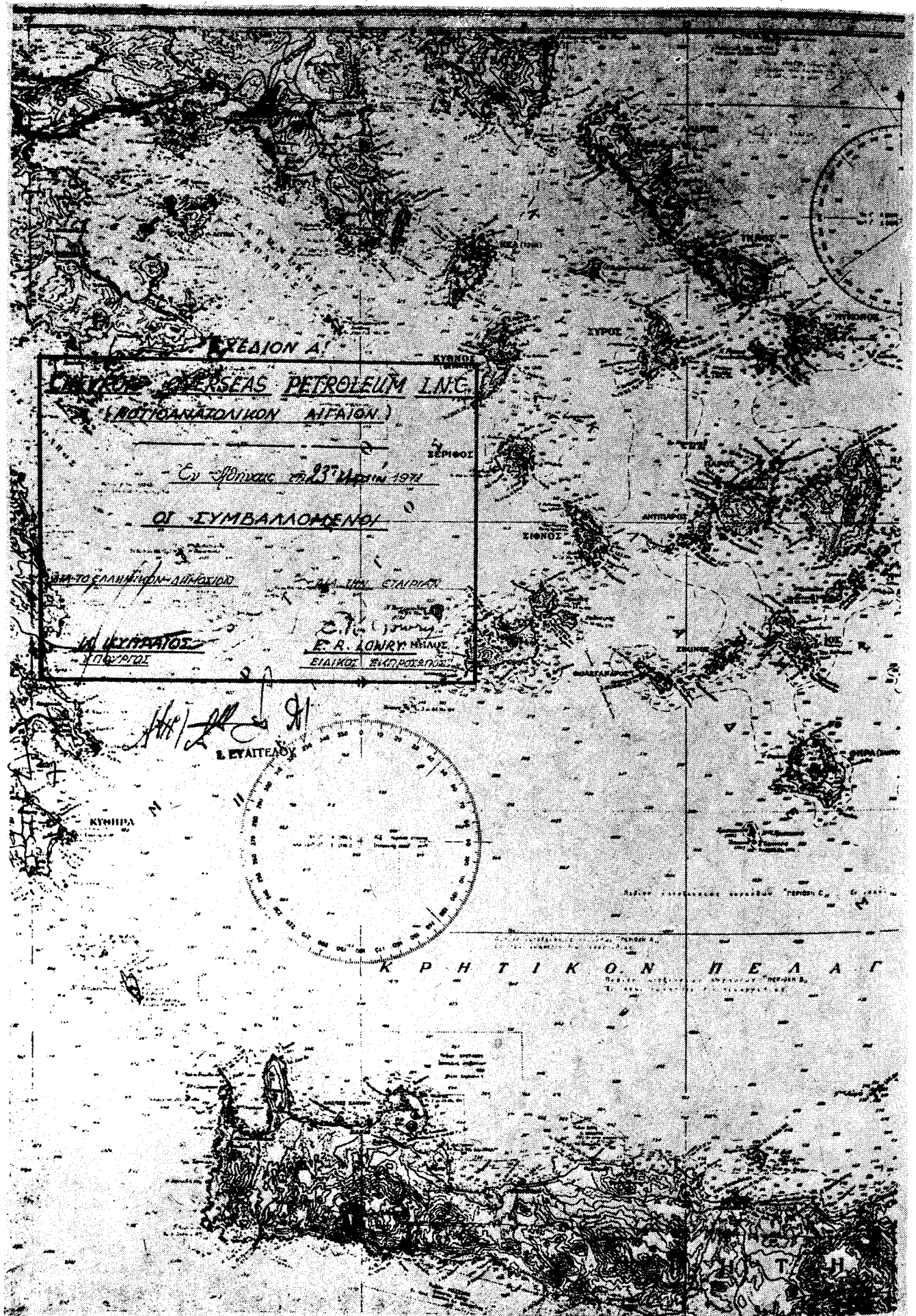
Athens 23rd March 1971

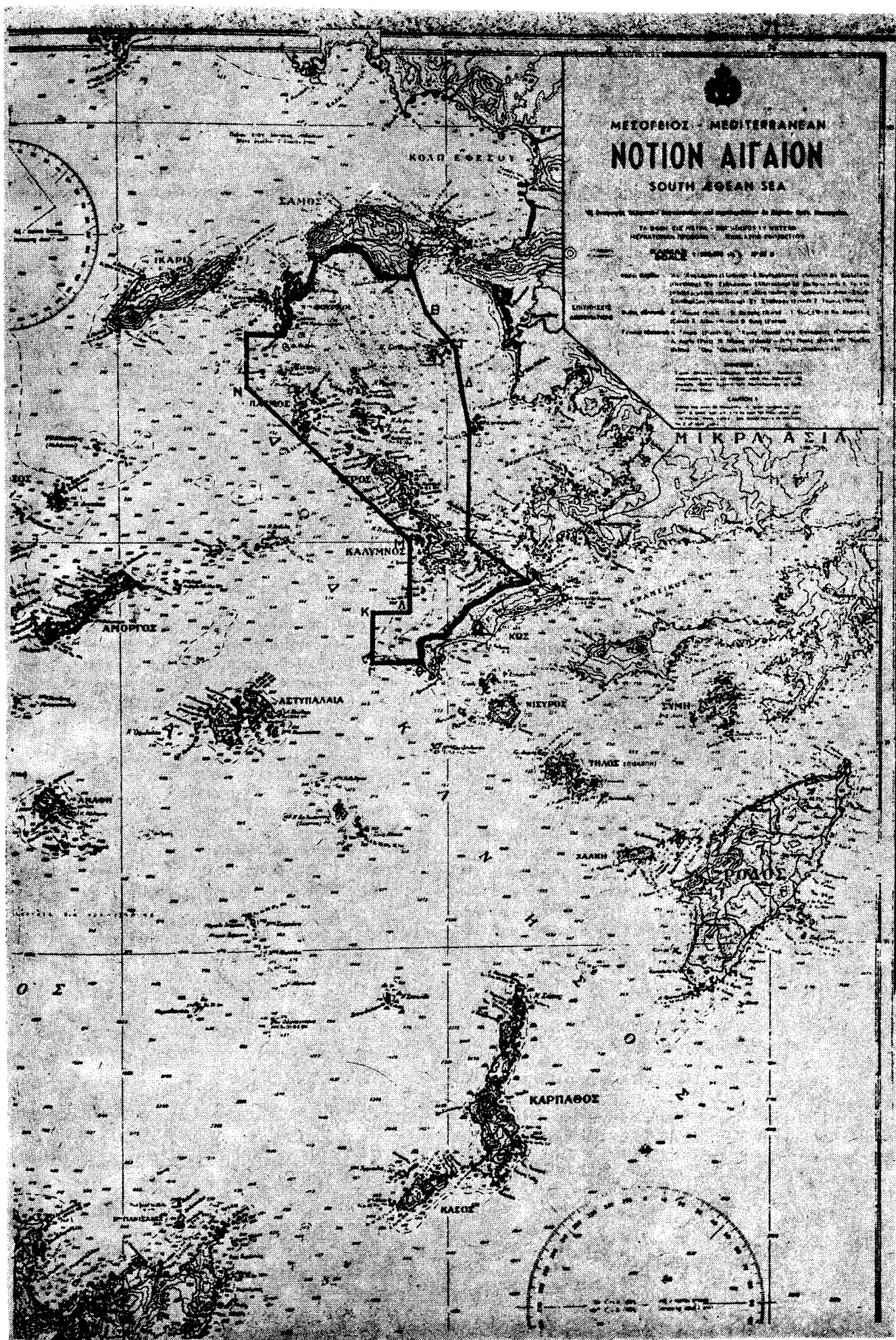
For the Greek State

C. KYPREOS
Minister of Industry

For Chevron Oil Exploration
Company of Greece

EDWIN RUSSELL LOWRY
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 contributions, patent costs, licensing fees and research charges.
- c) An allowance for amortization of physical assets (e.g. purchase of drill) of 20 per cent per annum and allowance for amortization of 33.1/3 per cent per annum of expenditures that do not result in the acquisition or creation of physical assets (e.g. expenditure 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 or 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 Stremmatikos payment provided for in Article 8 of this Agreement, during those periods prior to the first period in which net income is realized by the concessionaire.
- l) Exploration expenses and intangible drilling expenses, (as defined in item 3 of this Schedule) that are elected to be deducted currently, as permitted by item 2 of this Schedule.

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

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

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

The term «intangible drilling expenses» shall mean all expenditures for labor, fuel, repairs, maintenance, handling of supplies and materials which are for or incidental to drilling, cleaning, deepening or completing wells or preparation therefor. The term shall not include such expenditures for materials used in buildings at well sites or other installations, or drilling equipment, gathering and production lines, casing, tankage, motors, boilers, machinery and the like.

On the contrary, the term shall include such expenditures for drilling, dynamiting and cleaning of wells, clearing, draining and levelling of land, road building, measurements or surveys preparatory to drilling, and erection of rigs and tankage, construction of pipelines and other installations required in the preparation or drilling of wells producing hydrocarbons.

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

Athens, 23rd March 1971

The Contracting parties	
For the Greek State	For Chevron Oil Exploration Company of Greece
C. KYPREOS Minister of Industry	EDWIN RUSSELL LOWRY Special Attorney