



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗΣ 14 ΔΕΚΕΜΒΡΙΟΥ 1971

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
**260**

### ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 982

Περὶ κυρώσεως τῆς ἀπὸ 23 Μαρτίου 1971 Συμβάσεως μεταξὺ ἀφ' ἔνδος τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἐτέρου τῆς ἐν Ἀγίῳ Φραγκίσκῳ—Καλιφορνίας τῶν ΗΠΑ ἐδρευούσης ἔταιρείας CHEVRON OIL EXPLORATION COMPANY OF GREECE μετὰ τῶν συνημμένων ταῦτη σχεδίου καὶ πίνακος περὶ παραχωρήσεως εἰς τὴν ἔταιρείαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν τοῦ Νοτιοκεντρικοῦ Αἰγαίου Πελάγους.

### ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

“Αρθρον 1.

Κυροῦται καὶ κτᾶται ἵσχυν νόμου ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν Ἀγίῳ Φραγκίσκῳ—Καλιφορνίας τῶν ΗΠΑ ἐδρευούσης ἔταιρείας ὑπὸ τὴν ἐπωνυμίαν CHEVRON OIL EXPLORATION COMPANY OF GREECE, ὑπογραφεῖσα ἐν Ἀθήναις τῇ 23 Μαρτίου 1971 Σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὡς ἄνω ἔταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν τοῦ Νοτιοκεντρικοῦ Αἰγαίου Πελάγους, ὡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφανεῖται διὰ τοῦ ἀρθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτῃ σχεδιαγράμματι ὡς «Σχέδιον Α」 ἐξ ἀρθρων 38 καὶ πίνακος ὑπὸ τίτλου «Πίναξ Β», Κόστος—

### ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν Νοτιοανοτολικοῦ Αἰγαίου Πελάγους.

### ΠΡΟΟΙΜΙΟΝ

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

“Εξοδα—Βάρη”, ἃς τὸ κείμενον ἐν τε τῇ Ἑλληνικῇ καὶ τῇ Αγγλικῇ γλώσσῃ παρατίθεται.

“Αρθρον 2.

“Η ἴσχυς τοῦ παρόντος ἀρχεται ἀπὸ τῆς δημοσιεύσεώς του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

“Ἐν Ἀθήναις τῇ 30 Σεπτεμβρίου 1971

‘Ἐν Οὐρμαὶ τοῦ Βασιλέως

**Ο ΑΝΤΙΒΑΣΙΛΕΥΣ  
ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ**

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ  
Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

**Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ**

ΟΙ ΑΝΤΙΠΡΟΕΔΡΟΙ

**ΣΤΥΛ. ΠΑΤΤΑΚΟΣ**

**ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ**

ΤΑ ΜΕΛΗ

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

‘Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κεάτους αφραγίς.

‘Ἐν Αθήναις τῇ 2 Οκτωβρίου 1971

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

**ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ**

Δοθέντος δτὶ διὰ τῶν ἀνωτέρω διαπραγματεύσεων ἐτέθησαν οἱ βασικοὶ δροὶ συνομολογηθούμενης συμβάσεως ἀπὸ εὑθείας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης ἔταιρείας CHEVRON OIL EXPLORATION COMPANY OF GREECE βάσει τῶν διατάξεων τοῦ ἀρθρου 5 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων» καὶ κυρωθησούμενης διὰ Νόμου, καὶ

Δοθέντος δτὶ ἡ ἔταιρεία CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἔταιρεία νομίμως συσταθεῖσα καὶ λειτουργοῦσα βάσει τῶν Νόμων τῆς Πολιτείας Ντελαουαίρ (DELAWARE) τῶν Ηνωμένων Πολιτειῶν τῆς Αμερικῆς, καὶ ἐδρεύουσα ἐν τῇ πόλει Ἀγίου Φραγκίσκου τῆς Πολιτείας τῆς Καλιφορνίας τῶν Ηνωμένων Πολιτειῶν τῆς Αμερικῆς, ἀνήκει ἐξ ὅλοκλήρου εἰς τὴν ἔταιρείαν STANDARD OIL COMPANY OF CALIFORNIA, ἐδρεύουσαν ὡσαύτως εἰς τὴν πόλιν τοῦ Αγίου Φραγκίσκου τῆς Πολιτείας τῆς Καλιφορνίας τῶν Ηνωμένων Πολιτειῶν τῆς Αμερικῆς.

Διὰ ταῦτα

Μεταξύ :

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

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

«Ἡ παρούσα Σύμβασις κατηρτίσθη μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω δρούς καὶ συμφωνίας :

"Αρθρον 1.

"Αρχικὴ Ἐρευνητικὴ Περιοχὴ

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἔργων καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἐταιρείαν θαλασσίαν περιοχὴν ἐξαιρέσει ἀπασῶν τῶν ἐν αὐτῇ νήσων καὶ νησίδων, ἐκτάσεως περίπου 5.900 τετραγωνικῶν χιλιομέτρων προσδιορίζομένην καθ' ὅρια δι' ἐρυθρᾶς γραμμῆς ἐν τῷ ἐπισυναπτομένῳ τῇ παρούσῃ συμβάσει ὑπὸ ἀριθ. 71 χάρτη, ὑπὸ κλίμακα 1 : 500.000 τῆς Ὑδρογραφικῆς Ὑπηρεσίας τοῦ E.N. 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», διόπερ ὑπογράφεται ὑπὸ ἀμφοτέρων τῶν συμβαλλομένων μερῶν καὶ ἀποτελεῖ ἀναπόστατον μέρος τῆς παρούσης συμβάσεως.

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

«Ἀπὸ σημεῖον 1 ἔχον γεωγραφικὸν πλάτος 37° 31' 53" Β καὶ γεωγραφικὸν μῆκος 25° 12' 10" Α, ἐκεῖθεν εἰς σημεῖον 2 ἔχον γεωγραφικὸν πλάτος 37° 26' 10" Β καὶ γεωγραφικὸν μῆκος 25° 12' 10" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν δυτικὴν καὶ ἐν συνεχείᾳ νοτίαν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Μεγάλης Δήλου μέχρι τοῦ σημείου 3 ἔχοντος γεωγραφικὸν πλάτος 37° 23' 00" Β καὶ γεωγραφικὸν μῆκος 25° 15' 45" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν νοτίαν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Μικρᾶς Δήλου μέχρι τοῦ σημείου 5 ἔχοντος γεωγραφικὸν πλάτος 37° 23' 00" Β καὶ γεωγραφικὸν μῆκος 25° 16' 20" Α, ἐκεῖθεν εἰς σημεῖον 6 ἔχον γεωγραφικὸν πλάτος 37° 23' 00" Β καὶ γεωγραφικὸν μῆκος 25° 17' 00" Α, ἐκεῖθεν εἰς σημεῖον 7 ἔχον γεωγραφικὸν πλάτος 37° 25' 00" Β καὶ γεωγραφικὸν μῆκος 25° 17' 00" Α, ἐκεῖθεν εἰς σημεῖον 8 ἔχον γεωγραφικὸν πλάτος 37° 25' 00" Β καὶ γεωγραφικὸν μῆκος 25° 18' 30" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν νοτίαν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Μικρόνου μέχρι τοῦ σημείου 9 ἔχοντος γεωγραφικὸν πλάτος 37° 25' 00" Β καὶ γεωγραφικὸν μῆκος 25° 24' 10" Α, ἐκεῖθεν εἰς σημεῖον 10 ἔχον γεωγραφικὸν πλάτος 37° 25' 00" Β καὶ γεωγραφικὸν μῆκος 25° 37' 00" Α, ἐκεῖθεν εἰς σημεῖον 11 ἔχον γεωγραφικὸν πλάτος 37° 11' 30" Β καὶ γεωγραφικὸν μῆκος 25° 37' 00" Α, ἐκεῖθεν εἰς σημεῖον 12 ἔχον γεωγραφικὸν πλάτος 37° 11' 30" Β καὶ γεωγραφικὸν μῆκος 25° 54' 00" Α, ἐκεῖθεν εἰς σημεῖον 13 ἔχον γεωγραφικὸν πλάτος 37° 16' 00" Β καὶ γεωγραφικὸν μῆκος 25° 54' 00" Α, ἐκεῖθεν εἰς σημεῖον 14 ἔχον γεωγραφικὸν πλάτος 37° 16' 00" Β καὶ γεωγραφικὸν μῆκος 26° 05' 00" Α, ἐκεῖθεν εἰς σημεῖον 15 ἔχον γεωγραφικὸν πλάτος 37° 10' 00" Β καὶ γεωγραφικὸν μῆκος 26° 05' 00" Α, ἐκεῖθεν εἰς σημεῖον 16 ἔχον γεωγραφικὸν πλάτος 37° 10' 00" Β καὶ γεωγραφικὸν μῆκος 25° 54' 00" Α, ἐκεῖθεν εἰς σημεῖον 17 ἔχον γεωγραφικὸν πλάτος 36° 53' 00" Β καὶ γεωγραφικὸν μῆκος 25° 54' 00" Α, ἐκεῖθεν εἰς σημεῖον 18 ἔχον γεωγραφικὸν πλάτος 36° 49' 00" Β καὶ γεωγραφικὸν μῆκος 25° 46' 00" Α, ἐκεῖθεν εἰς σημεῖον 19 ἔχον γεωγραφικὸν πλά-

τος 36° 49' 00" Β καὶ γεωγραφικὸν μῆκος 25° 28' 00" Α, ἐκεῖθεν εἰς σημεῖον 20 ἔχον γεωγραφικὸν πλάτος 36° 37' 00" Β καὶ γεωγραφικὸν μῆκος 25° 28' 00" Α, ἐκεῖθεν εἰς σημεῖον 21 ἔχον γεωγραφικὸν πλάτος 36° 37' 00" Β καὶ γεωγραφικὸν μῆκος 25° 23' 00" Α, ἐκεῖθεν εἰς σημεῖον 22 ἔχον γεωγραφικὸν πλάτος 36° 35' 00" Β καὶ γεωγραφικὸν μῆκος 25° 23' 00" Α, ἐκεῖθεν εἰς σημεῖον 23 ἔχον γεωγραφικὸν πλάτος 36° 35' 00" Β καὶ γεωγραφικὸν μῆκος 25° 08' 00" Α, ἐκεῖθεν εἰς σημεῖον 24 ἔχον γεωγραφικὸν πλάτος 36° 39' 50" Β καὶ γεωγραφικὸν μῆκος 25° 08' 00" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν ἀνατολικὴν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Σικίνου μέχρι τοῦ σημείου 25 ἔχοντος γεωγραφικὸν πλάτος 36° 42' 40" Β καὶ γεωγραφικὸν μῆκος 25° 08' 00" Α, ἐκεῖθεν εἰς σημεῖον 26 ἔχον γεωγραφικὸν πλάτος 36° 53' 00" Β καὶ γεωγραφικὸν μῆκος 25° 08' 00" Α, ἐκεῖθεν εἰς σημεῖον 27 ἔχον γεωγραφικὸν πλάτος 36° 53' 00" Β καὶ γεωγραφικὸν μῆκος 24° 54' 00" Α, ἐκεῖθεν εἰς σημεῖον 28 ἔχον γεωγραφικὸν πλάτος 37° 16' 00" Β καὶ γεωγραφικὸν μῆκος 24° 54' 00" Α, ἐκεῖθεν εἰς σημεῖον 29 ἔχον γεωγραφικὸν πλάτος 37° 16' 00" Β καὶ γεωγραφικὸν μῆκος 24° 47' 00" Α, ἐκεῖθεν εἰς σημεῖον 30 ἔχον γεωγραφικὸν πλάτος 37° 34' 00" Β καὶ γεωγραφικὸν μῆκος 24° 47' 00" Α, ἐκεῖθεν εἰς σημεῖον 31 ἔχον γεωγραφικὸν πλάτος 37° 34' 00" Β καὶ γεωγραφικὸν μῆκος 24° 37' 00" Α, ἐκεῖθεν εἰς σημεῖον 32 ἔχον γεωγραφικὸν πλάτος 37° 40' 00" Β καὶ γεωγραφικὸν μῆκος 24° 37' 00" Α, ἐκεῖθεν εἰς σημεῖον 33 ἔχον γεωγραφικὸν πλάτος 37° 40' 00" Β καὶ γεωγραφικὸν μῆκος 24° 45' 00" Α, ἐκεῖθεν εἰς σημεῖον 34 ἔχον γεωγραφικὸν πλάτος 37° 30' 00" Β καὶ γεωγραφικὸν μῆκος 24° 56' 00" Α, ἐκεῖθεν εἰς σημεῖον 35 ἔχον γεωγραφικὸν πλάτος 37° 30' 00" Β καὶ γεωγραφικὸν μῆκος 25° 00' 00" Α, ἐκεῖθεν εἰς σημεῖον 36 ἔχον γεωγραφικὸν πλάτος 37° 36' 00" Β καὶ γεωγραφικὸν μῆκος 25° 00' 00" Α, ἐκεῖθεν εἰς σημεῖον 37 ἔχον γεωγραφικὸν πλάτος 37° 48' 00" Β καὶ γεωγραφικὸν μῆκος 24° 45' 00" Α, ἐκεῖθεν εἰς σημεῖον 38 ἔχον γεωγραφικὸν πλάτος 37° 48' 00" Β καὶ γεωγραφικὸν μῆκος 24° 37' 00" Α, ἐκεῖθεν εἰς σημεῖον 39 ἔχον γεωγραφικὸν πλάτος 37° 55' 00" Β καὶ γεωγραφικὸν μῆκος 24° 37' 00" Α, ἐκεῖθεν εἰς σημεῖον 40 ἔχον γεωγραφικὸν πλάτος 37° 55' 00" Β καὶ γεωγραφικὸν μῆκος 24° 41' 45" Α, ἐκεῖθεν, ἀκολουθοῦντες τὴν νοτιοδυτικὴν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου "Ανδρου μέχρι τοῦ σημείου 41 ἔχοντος γεωγραφικὸν πλάτος 37° 41' 00" Β καὶ γεωγραφικὸν μῆκος 24° 57' 45" Α, ἐκεῖθεν εἰς σημεῖον 42 ἔχον γεωγραφικὸν πλάτος 37° 40' 15" Β καὶ γεωγραφικὸν μῆκος 24° 58' 20" Α, ἐκεῖθεν ἀκολουθοῦντες τὴν νοτιοδυτικὴν ὁριογραμμὴν αἰγιαλοῦ καὶ παραλίας τῆς νήσου Τήνου μέχρι τοῦ ἀρχικοῦ σημείου 1 ἔχοντος γεωγραφικὸν πλάτος 37° 31' 53" Β καὶ γεωγραφικὸν μῆκος 25° 12' 10" Α.

"Αρθρον 2.

Δικαίωμα ἀνανεώσεως καὶ περιορισμῶν τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς

1. «Ἡ ὡς ἀνωτέρω πρὸς ἐρευναν ἔκτασίς δίδεται εἰς τὴν Ἐταιρείαν διὰ περιόδου τριῶν (3) ἐτῶν ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης Συμβάσεως.

2. «Ἐνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ τρίου ἔτους, ἡ Ἐταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τρίου ἔτους. Οἱ ἐπιστρεφόμενοι οὖτω χῶροι θὰ ἔχουν ἔκτασιν ἴσην πρὸς τὰ 25 % τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἐρευναν χώρου.

3. «Ἐφ' ὅσον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρέωσεις τῆς κατὰ τὴν ἀνωτέρω τριετίαν, ὡς ἐν ἀρθροίς 3 καὶ 4 τῆς παρούσης συμβάσεως ὑπίζεται, καὶ προέβη εἰς τὰς ἐν τῇ ἀνωτέρω παρ. 2 ὑποχρέωσεις τῆς ἐπιστροφῆς, δὲ εἰς τὴν Ἐταιρείαν παραμένων χῶρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαιώματα δι' ἐτέραν περίοδον 2 ἐτῶν (περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 3ου μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἴσχυος τῆς παρούσης Συμβάσεως).

4. «Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἔξασφαλιζούσας εἰς τὴν Ἐταιρείαν



Δολ. ΗΠΑ

'Εκ μεταφορᾶς 350.000

3ον έτος : Γεώτρησις ένδος βαθέος έρευνητικού φρέατος (ώς έν παραγράφω 7 τοῦ ἄρθρου 4 περιγράφεται) καὶ διενέργεια τῶν ύπο τῆς Ἐταιρείας θεωρουμένων ὡς ἀπαρατήτων σεισμικῶν καὶ γεωλογικῶν έρευνῶν .....	1.000.000
4ον έτος : Γεώτρησις ένδος βαθέος έρευνητικοῦ φρέατος καὶ διεξαγωγὴ τῶν γεωφυσικῶν καὶ γεωλογικῶν έρευνῶν, τὰς ὅποιας ἡ Ἐταιρεία θεωρεῖ ἀναγκαῖας .....	1.200.000
5ον έτος : Γεώτρησις δύο βαθέων έρευνητικῶν φρέατων καὶ διεξαγωγὴ γεωφυσικῶν καὶ γεωλογικῶν έρευνῶν, τὰς ὅποιας ἡ Ἐταιρεία θεωρεῖ ἕθελε θεωρήσει ἀναγκαῖας	2.300.000
"Ητοι ἐν συνόλῳ Δολλάρια Η.Π.Α. (Τέσσαρα ἑκατομμύρια ὅκτακισια πεντήκοντα χιλιάδες Δολλάρια).	4.850.000

2. 'Εὰν ἡ Ἐταιρεία διατηρήσῃ έρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἄρθρῳ 2 παρ. 5 ἐκτίθεται θὰ ὑποχρεούται νὰ ἐπενδύσῃ, τὰ κάτωθι ποσὰ εἰς έρευνητικὰς ἔργασίας εἰς τοὺς χώρους δι' έρευνητικὰς ἔργασίας, οὓς παρακρατεῖ μετὰ τὸ πέρας τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

Κατὰ τετρ.  
χιλ/τρον  
Δολ. ΗΠΑ

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

3. α) Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς Ἐταιρείας κατὰ τὰς ἔργασίας τῆς ἔρευνης καὶ ἔκμεταλεύσεως βάσει τῆς παρούσης Συμβάσεως, κατὰ τὴν ἀρχικὴν τριετὴ περίοδον καὶ τὴν ἐπομένην ἀνανεούμενην τοιαύτην, ὡς ἀναφέρεται αὐτῇ ἐν τῷ ἀνωτέρῳ ἄρθρῳ 2 παρ. 3, ἐπὶ πλέον τῶν ὑποχρεώσεων τῆς δι' ἐπένδυσιν δι' ἔκαστον τῶν ἐτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπομένου ἀνανεωτικοῦ ἔτους ἡ τῶν ἐτῶν.

Πᾶν ποσὸν ἐπενδύθεν παρὰ τῆς Ἐταιρείας κατὰ τὰς ἔρευνητικὰς τῆς ἔργασίας βάσει τῆς παρούσης Συμβάσεως καὶ καθ' οἰανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος ἄρθρου ὑπερβαῖνον τὰς ὥρητὰς ἐν αὐτῇ κατονομαζούμενας ἐπενδύσεις, διὰ τὴν περὶ ἡς πρόκειται ἔκάστοτε περίοδον θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἔρευνας τῆς, τῆς ἐπομένης ἡ τῶν ἐπομένων τριετῶν περιόδων.

β) 'Εὰν ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει δι' έρευνητικὰς ἔργασίας κατὰ τὸ τέλος ένδος ἔτους ἐκ τῶν τριῶν πρώτων ἐτῶν, περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου, ἡ μιᾶς τῶν περιόδων περὶ ὧν ἡ παραγράφως 2 τοῦ παρόντος ἄρθρου διακούσων εἰς τὴν περίπτωσιν ταύτην τῶν ἔργασιών ἔκμεταλεύσεως, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, συμφώνως πρὸς τὴν παρούσαν σύμβασιν εἰς ἂ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ πιστώσεις περὶ ὧν τὸ ἐδάφιον α) ἀνωτέρω, ἡ Ἐταιρεία θὰ ὑποχρεούται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἡ τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδύθεντος κατὰ τὸ ἵδιον ἔτος ἡ περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοιχοῦ περίοδου καὶ αἱ καταβολαὶ αὗται θὰ θεωροῦνται διὰ ἀποτελοῦν πλήρη συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντιστοιχὸν χρονικὴν περίοδον.

γ) 'Εὰν ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος τῶν 4ου ἢ πέμπτου ἐτῶν περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου ἔρευνητικῶν ἔργασιῶν, τὰ κατὰ τὴν παράγραφον ταύτην ἀντιστοιχοῦντα εἰς ἔκαστον τῶν ἐτῶν τούτων ὑποχρεωτικὰ ποσά, εἰς ἂ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ τυχὸν πιστώσεις ὡς ἐν ἐδάφιων α) ἀνωτέρω, καίτοι ἡ Ἐταιρεία θὰ ἔχῃ συμμόρφωσιθῆς εἰς τὰς ἀντιστοιχούσας τῆς ὑποχρεώσεις, ἡ Ἐταιρεία θὰ δικαιούται νὰ δαπανήσῃ τὴν διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ περὶ ὡν πρόκειται ἔτος καὶ τοῦ πράγματι ἐπενδύθεντος κατὰ τὸ ἔτος τοῦτο ποσοῦ διὰ τὴν ἀνόρυξιν προσθέτου έρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῷ ἐν παρ. 1 ὁρίζομένων τεσσάρων), ἥτις δέοντα νὰ ἔχῃ συμπληρωθῆς μέχρι τοῦ τέλους τοῦ 5ου ἔτους τῶν ἔργασιῶν. Ὑπὸ τὸν δρον τῆς προηγουμένης συμφωνίας μετὰ τοῦ 'Ἑλληνικοῦ Δημοσίου ἡ περὶ ὧς ᾧν διαφορὰ θὰ δύναται νὰ ἐπενδύθῃ ὑπὸ τῆς Ἐταιρείας ἐν ὅλῳ ἢ ἐν μέρει, καὶ διὰ τὴν διεξαγωγὴν συμπληρωματικῶν σειμικῶν καὶ γεωφυσικῶν ἔρευνῶν καὶ ἀναγνωρίσεων.

'Εὰν κατὰ τὸ τέλος τοῦ 5ου ἔτους ἡ τῆς τυχὸν παρατάσσεως αὐτοῦ κατὰ τὰ ἐν ἄρθρῳ 21 παραγρ. 8 σχετικῶς ὁρίζομενα, τῶν περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου ἔργασιῶν, τὸ περὶ ὧν ἡ ἀνωτέρω διαφορὰ δὲν ἔχει ἐπενδύθῃ ἐν ὅλῳ ἢ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδάφιων γ) δρίζεται, τὸ παρακμένον ἀδιάθετον ὑπόλοιπον ταύτης θὰ καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς Ἐταιρείας εἰς τὸ 'Ἑλληνικὸν Δημόσιον. Ἡ καταβολὴ αὐτῇ θὰ ἐνεργήται ἐντὸς τριμήνου ἀπὸ τῆς λήξεως τοῦ 5ου ἔτους ἡ τῆς τυχὸν κατὰ τὸ ἄρθρον 21 παρ. 8 παρατάσσεως αὐτοῦ καὶ θὰ θεωρῆται διὰ ἀποτελεῖ πλήρη συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τῶν ἔργασιῶν. 4ον καὶ 5ον ἔτῶν τῆς περιόδου τῶν ἔργασιῶν

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰς ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἐταιρείας, εἴτε ἐντός, εἴτε ἐκτὸς τῆς Ἐλλάδος, οἰασδήποτε φύσεως, καταβληθεῖσαν ἡ διειλαμπένην παρὰ τῆς Ἐταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἔργασιῶν τῆς, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἔνδεικτικῶν τῶν δαπανῶν δργανώσεως, τῶν ἔξδων διοικήσεως καὶ γεωνικῶν ἔξδων, ἀμοιβῶν δι' ὑπηρεσίας ἔργολαβων καὶ τρίτων, ἀγορᾶς ἡ μισθώσεως μηχανημάτων καὶ ἔφοδίων, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν τῶν, καὶ ὑλικῶν καὶ προμηθειῶν (ἔξαιρέσει τῶν ὑπὸ ἐδάφιον γ) κατατέρω ἀναφερομένων) ὑπὸ τὸν δρον ἐν τούτοις διὰ τῶν δαπανῶν δργανώσεως καὶ τῶν ἔξδων διοικήσεως καὶ τῶν γεωνικῶν ἔξδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἐταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοιχους περιόδους.

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

"Ἐξοδα διοικήσεως θὰ θεωρῶνται ἀπασαὶ αἱ δαπανῶσεις τῶν γραφείων τῆς Ἐταιρείας ἐν 'Ἄγιω Φραγκίσκῳ ὡς καὶ δαπαναὶ χρεούμεναι ἡ ἐνεργηθεῖσαι παρὰ τῆς μητρὸς Ἐταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικήτικὰς συμβουλὰς καὶ διαχειριστικὴν βοήθειαν, πρὸ τὸν σκοπὸν ἐκτέλεσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται διὰ περιλαμβάνονται :

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

(2) Τὴν ἀγορὰν ἐπίπλων καὶ ἔφοδίων τῶν γραφείων τούτων καὶ πᾶσαν δαπάνην σχετικούμενην πρὸ τὴν ἐγκατάστασιν τῶν τούτων.

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

(4) Τὰς δαπανὰς μετακινήσεως τοῦ ἀλλοδαποῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

(5) Τάς δαπάνας τάς ἀναφερομένας εἰς ταξίδια ἔξωτρού δί' ἐργασίας τοῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

(6) Τάς δαπάνας παραστάσεως ὀλοκλήρου τοῦ ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐάν ἡ Ἐταιρεία εἰς οίανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (RIGS) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ὡς ὁρίζεται ἐν ἀρθρῷ 4 παραγράφῳ 4, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ πιστώῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20 % τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τάς δαπάνας μεταφορᾶς εἰς Ἑλλάδα), ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθιμα τοῦ ἀναγκαιούντος τύπου γεωτρυπάνου, δί' ἔκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἔχρησιμοποιήθη τὸ πρῶτον ἐν Ἑλλάδι ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμῆματος ἀγορᾶς.

δ) Ἐάν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δί' ἐργολάβου ἢ διὰ γεωτρυπάνου ἐκμισθωθέντος τῇ Ἐταιρείᾳ ὑπὸ μετ' αὐτῆς συνεργαζομένου ἢ τρίτου, τότε ὀλόκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἢ ὀλόκληρον τὸ μίσθιμα θὰ πιστούται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, δσάκις γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἢ τοὺς τρίτους.

#### Ἀρθρον 4.

##### Τυποχρέωσεις ἐργασίας - Ἔρευναι

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ποιήσῃ ταῖς ἔναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν εἰς τὴν Ἔρευνητικὰν αὐτῆς περιοχὴν ἐντὸς ἔξι μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, ἀπασα δὲ ἡ Ἔρευνητικὰ περιοχὴ θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῆ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως πρὸς τὸν πρωταρχικὸν σκοπὸν δπως δυνηθῇ ἡ Ἐταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεωτρησιν φρεάτων ἐρεύνης.

2. Υπὸ τὴν ἐπιφύλαξιν τῆς παραγράφου 1 τοῦ "Ἀρθρου 3 τῆς παρούσης, ἐν βαθὺ ἐρευνητικὸν φρέαρ θὰ ἐκτελεσθῇ καὶ περισταθῇ 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 Ἐταιρεία ὑποχρεοῦται ὅπως ἐκτελέσῃ τὰς ὑπὸ τῆς παραγράφου 1 τοῦ "Ἀρθρου 3 προβλεπομένας εἰς ἀριθμὸν βαθείας ἐρευνητικὰς γεωτρήσεις.

4. Αἱ προκαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φθάσῃ εἰς βάθος 3.000 τούλαχιστον μέτρων, ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν ὅτι οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὅποιοι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἴκανότητος.

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

6. Ἐάν συμπληρωθοῦν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἔν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους ἢ τῶν ἐπομένων ἔτῶν.

7. Ως βαθεῖα γεωτρησις νοεῖται γεωτρησις 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 ἀρθρου, ὡς βαθεῖα ἐρευνητικαὶ γεωτρήσεις θὰ νοοῦνται καὶ αἱ ἀκόλουθοι τοιαῦται :

α) Οἰαδήποτε γεώτρησις καθ' ἧν ἀνεκαλύφθησαν ὑδρογονάνθρακες εἰς βάθος μικρότερον τῶν 1.800 μ., εἰς ποσότητας, αἱ ὅποιαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἐξασφαλίζουν οἰκονομικῶν ἀσύμφορον ἐκμετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν δτο ἡ Ἐταιρεία προέβη εἰς τὰς ἐν ἀρθρῷ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οἰαδήποτε γεώτρησις, καθ' ἧν τὸ γρανιτικὸν ἡ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οίονδήποτε βάθος μεταξὺ 750 καὶ 1.800 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἡ γρανιτικὸν ὑπόβαθρον συνητήθη εἰς οίονδήποτε βάθος πρὸς τὸ φρέαρ φθάση τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 1.800 μέτρων, ἀλλας μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ ἐδάφιον α) ἀνωτέρω προβλέπεται, μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἡ γρανιτικοῦ τούτου ὑπόβαθρου εἰς οίονδήποτε βάθος ἡ μέχρις δτο συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οίονδήποτε τῶν τριῶν τούτων γεγονότων ηθελε προκύψει ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησις διὰ τὴν ὅποιαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνοῦν δτο δὲν δικαιολογεῖται περιστέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη ηθελε συνομολογηθῇ πρὸς τὸ ἡ γεώτρησις φθάση τὸ βάθος τῶν 750 μέτρων, τότε ἡ γεώτρησις αὕτη δὲν θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 1.800 μέτρων, ἀλλας μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ ἐδάφιον α) ὡς ἄνω ὁρίζεται, μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἡ γρανιτικοῦ τούτου ὑπόβαθρου, εἰς οίονδήποτε βάθος ἡ μέχρις δτο συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οίονδήποτε τῶν τριῶν τούτων γεγονότων ηθελε προκύψει 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 είναι ἐλασσον τῶν 1.800 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν, ἐντὸς τῶν καθωρισμένων χρονικῶν ὁρίων, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν δολαρίων. Η.Π.Α. 350, δ' ἔκαστον μέτρου, καθ' ὃ ὑπολείπεται τὸ ἀθροισμα 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 βαθεῖα γεώτρησις κατὰ τοὺς δρούς τοῦ παρόντος ἀρθρου.

8. Ἐάν ἡ Ἐταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οίονδήποτε ἐρευνητικοῦ φρέατος εἰς οίονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονανθράκων καὶ νὰ ἐγκατατείψῃ τὸ φρέαρ τοῦτο, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ πράξῃ τοῦτο τὴν ἐλευθέραν τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως τούτου δ' ἐτέρας βαθεῖας γεωτρήσεως, κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου. Ἐάν ἐν τούτοις τὸ Ἑλληνικὸν Δημόσιον κέκτηται σοβαρούς τεχνικοὺς λόγους νὰ πιστεύῃ δτο ἡ ἀνακαλύψις ισδρογονανθράκων θὰ ἡτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἐταιρείας συνέχουσι τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν δρον δτο ἡ αἴτησις αὕτη θέλει γίνει πρὸ τῆς μεταβολής τοῦ γεωτρυπάνου ἐκ τοῦ κρύσταλλου καὶ δτο περιστέρω τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῆς ἴκανότητος τοῦ γεωτρυπάνου.

9. Ἐταιρεία ύποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἄνω αἴτησην τοῦ Ἑλληνικοῦ Δημόσιου, ὑπὸ τοὺς ἀκολούθους δρους:

α) Ἡ συμπληρωματικὴ γεώτρησις θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημόσιου, δπερ θὰ καταβάλῃ τῇ Ἐταιρείᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, συμφώνως πρὸς τὰς ὑπὸ τῆς Ἐταιρείας διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανούμενων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομέ-

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

β) Τὸ 'Ελληνικὸν Δημόσιον θὰ ἀναλάβῃ πάντα κίνδυνον συνδέομενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πληρή εύθυνην διὰ πᾶσαν ζημιάν ἥν ξιθελον οὐποστῇ ἡ 'Εταιρεία ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεώτρησεως, ἔξαιρέσει τῶν τυχόν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς 'Εταιρείας.

γ) 'Εφ' δοσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ξιθελε προκαλέσῃ καθυστερήσεις εἰς τὴν ἔκπλήρωσιν τῶν ὑποχρεώσεων ἔργασίας τῆς 'Εταιρείας, συμφώνως τῷ παρόντι ἄρθρῳ, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν οὐποιών οἰνοδήποτε τῶν ὑποχρεώσεων τούτων, δέον νὰ εἶχον ἔκπληρωθῆ.

δ) Ἐν περιπτώσει καθ' ἥν ξιθελον ἀνακαλυφθῇ εἰς τὸ ὡς ἁνω φρέαρ, κατὰ τὴν διάκειαν τῶν συμπληρωματικῶν γεώτρησεων ὑδρογονάνθρακες, εἰς ποσότητας ἔξασφαλιζούσας κατὰ τὴν ἐλευθέρων τῆς 'Εταιρείας κρίσιν οἰκονομικῶς ἀσύμφορον διὰ τὴν 'Εταιρείαν ἔκμετάλλευσιν, ἡ 'Εταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτήσῃ ται καὶ λάβῃ παραχωρήσιν πρὸς ἔκμετάλλευσιν ἀναφερούμενην εἰς τὴν τοιαύτην ἀνακαλύψιν, ὡς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως δρίζεται τῆς 'Εταιρείας ὑποχρεούμενῆς ὡς εἰκός ἐν τῇ περιπτώσει ταύτην νὰ πληρώσῃ τῷ 'Ελληνικῷ Δημόσιῳ τριάκοντα (30) ημέρας μετὰ τὴν δήλωσιν οὐποστῆς τῆς 'Εταιρείας, ποσοῦ ἔξικονούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ δοποῖον ἐπλήρωσε τὸ 'Ελληνικὸν Δημόσιον τῇ 'Εταιρείᾳ διὰ τὴν συμπληρωματικὴν γεώτρησιν ταύτην (ἐντόκως πρὸς 10% ἐτησίως).

Τὰ οὕτω πληρωνόμενα ποσά, θὰ λαμβάνωνται ὡς δαπάναι τῆς 'Εταιρείας διὰ τὰς ἐν ἄρθρῳ 3 προβλεπομένας ὑποχρεώσεις.

#### Άρθρον 5.

Δικαίωμα τῆς 'Εταιρείας δπως λαμβάνη παραχωρήσεις πρὸς ἔκμετάλλευσιν

'Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. 'Εὰν καθ' οἰνοδήποτε χρόνον, καθ' ὃν ἡ 'Εταιρεία διατηρεῖ ἐρευνητικάς περιοχάς, βάσει τῆς παρούσης συμβάσεως, ἀνευρεθῇ εἰς ἐρευνητικὸν φρέαρ, ἀνορυχθὲν παρ' αὐτῆς εἰς οἰνοδήποτε τοιαύτην περιοχήν, ποσότης ὑδρογονανθράκων ἔξασφαλίζουσα κατὰ τὴν γνώμην τῆς 'Εταιρείας τὴν οἰκονομικῶς σύμφορον δι' αὐτήν ἔκμετάλλευσιν τούτων, (εἰς ἐμπορικὴν κλίμακα), ἡ 'Εταιρεία μετὰ τὴν οὐποβολὴν πρὸς τὸ 'Ελληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηρίζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ώς παραχωρήσις» ἢ «παραχωρήσις πρὸς ἔκμετάλλευσιν», περιλαμβάνουσαν τὸ φρέαρ τοῦτο ὑπὸ τοὺς δρους τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν οὐποστῆσην (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν οὐποβολὴν δηλώσεως.

2. 'Απὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὰ ἐν ἄρθρῳ 5 ἐνδεκα (11) τοῦ N. 3948/1959 δρίζομενα, εἰς τὸ 'Υπουργεῖον Βιομηχανίας τῆς ἐπιλεγείσης περιοχῆς, ἡ 'Εταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς οὐποστῆσης περιοχῆς ἢ περιοχῶν.

3. 'Η μεγίστη ἕκστασης ἔκάστης πάραχωρουμένης περιοχῆς θὰ είναι βασικῶς πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, οἰουδήποτε σχήματος, καθοριζόμενου παρὰ τῆς 'Εταιρείας.

'Εὰν ἐν τούτοις ἡ 'Εταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ 'Ελληνικὸν Δημόσιον, διὰ τὴν πιθανὴν ἕκτασις τοῦ παραχωρικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, τότε ἡ 'Εταιρεία θὰ δικαιοῦται εἰς παραχωρήσιν ἔκτασεως πρὸς ἔκμετάλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἔκατὸν (100) τετρ. χιλιομέτρα.

4. 'Ο ἀριθμὸς τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πληρες δικαίωμα ἡ 'Εταιρεία, βάσει τῆς παρούσης συμβάσεως, εἴναι ἀπεριό-

ριστος. 'Εκάστη δὲ νέα γεώτρησις τῆς 'Εταιρείας εἰς ἐρευνητικοὺς χώρους ἀνήκοντας εἰς τὴν 'Εταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἔκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονανθράκων, θὰ παρέχῃ εἰς τὴν 'Εταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς δρους τοῦ παρόντος ἄρθρου.

5. 'Η διάρκεια ἔκάστης παραχωρήσεως πρὸς ἔκμετάλλευσιν θὰ είναι εἰκοσιοκατετῆς (28), ἀρχομένη ἀπὸ τῆς ήμέρας τῆς οὐποβολῆς δηλώσεως, δι' ἔκάστην παραχωρήσιν, πρὸς ἔκμετάλλευσιν.

'Εφ' δοσον ἡ 'Εταιρεία συνεμορφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ' ἔκαστον παραχωρήσεις ἔκμεταλλεύσεως, ἡ 28ετής αὐτῆς περιόδος θὰ παρατείνεται αὐτομάτως δι' ἕτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς δρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν δρον ἐν τούτοις, διτοι οἰαδήποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς ἔκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμοζωται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων ὡν παρατείνεται, ὡς ἁνω, ἡ ἴσχυς, ὑπὸ τὸν δρον διτοι τροποποιήσεις τοῦ N. 3948/1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

#### Άρθρον 6.

'Υποχρεώσεις ἔκμεταλλεύσεως καὶ παραγωγῆς τῆς 'Εταιρείας

1. 'Αμα τῇ, κατὰ τὸ προηγούμενον ἄρθρον 5 τοῦ παρόντος, οὐποβολή τῆς προβλεπομένης ἐν ἄρθρῳ 5 ἐνδεκα 11) τοῦ Νόμου 3948/1959 δηλώσεως δι' ἐπιλεγεῖσαν παρὰ τῆς 'Εταιρείας περιοχήν, αὐτῇ θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων, χαράξεως δρίων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξὺ των τοιαύτην ἡτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς 'Εταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδεγμένα, νὰ ἔξασφαλίζῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατὴν ἀπόδοσιν.

2. 'Πὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς κατωτέρω παραγρ. 3 ἡ 'Εταιρεία θὰ διεξάγῃ συνεχῶς παραγωγικὰς ἐργασίας κατὰ τοὺς κανόνας τῆς τέχνης καὶ συμφώνως πρὸς διεθνεῖς ἀνεγνωρισμένους κανόνας καλῆς ἔκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἔξασφαλίζῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. 'Κατ' οὐδεμίαν στιγμὴν ἐν τούτοις ἡ 'Εταιρεία θὰ δύναται νὰ ὑποχρεωθῇ παρὰ τοῦ 'Ελληνικοῦ Δημόσιου δπως προβῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκτῶν ἔκάστοτε ὑφισταμένων ἐρεκταστάσεων τῆς, εἰς ρυθμὸν δοτικούς συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τέχνης.

β) Εἶναι ἐπιβλαβής εἰς τὸν σκοπόν, τῆς ἐν τελευταίᾳ ἀναλύσει, μεγίστης ἀπόδοσεως, καὶ

γ) Δὲν είναι οἰκονομικῶς σύμφορος, ήτοι δὲν ἔξασφαλίζει εἰς τὴν 'Εταιρείαν κέρδος.

4. Εἰς περίπτωσιν, καθ' ὃν ἡ τὸ 'Ελληνικὸν Δημόσιον θεωρεῖ διτοι εἰς ἐρευνητικὰς περιοχὰς παραχωρήσεως καὶ παραγωγῆς τῆς 'Εταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἁνω ἐν τοῖς οὐποστῆσην (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὰ πετρέλαια :

εἰς τὸν πετρέλαιον τοῦτο ἐγγράφως εἰς τὴν 'Εταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης.

Εἶναι αὐτονόητον διτοι ἐὰν ἡ 'Εταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ 'Ελληνικοῦ Δημόσιου, δύναται νὰ προσφύγῃ εἰς διατητούς διατάξεων κατὰ τὰ ἐν ἄρθρῳ 26 τῆς παρούσης συμβάσεως δρίζομενα, κατὰ τὴν διάρκειαν τῆς οὐποστῆσης ἡ 'Εταιρεία δὲν θὰ δύναται νὰ ποιήσῃται ἐναρξιν συμμορφώσεως κατὰ τὰς ὡς ἁνω ἀναφέρουμενα.

#### Άρθρον 7.

'Επιτρεπόμεναι ἐργασίαι παρὰ τῆς 'Εταιρείας καὶ περιορισμοὶ

¶ 1. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικάς καὶ οἰαδήποτε ἐτέρων ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων, δι' οἰασδήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικὰς γεωλογικάς γεωτρήσεις καὶ ἐρευνητικὰς γεωτρήσεις εἰς βάθος, πρὸς τὸν

αύτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἔκτασεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χεῖρας τῆς Ἐταιρείας βάσει τῆς παρούσης συμβάσεως ὅποτεδήποτε διαρκούσῃς τῆς ισχύος ταύτης.

2. 'Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων, νὰ ἀνοίγῃ φρέατα ἐκμετάλλευσεως καὶ νὰ ἔξορύσῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονανθράκας.

3. 'Η Ἐταιρεία θὰ δικαιουται νὰ ἀποθηκεύσῃ τοὺς ὑπ' αὐτῆς παροχθέντας ὑδρογονανθράκας, νὰ τοὺς ὑποβάλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν (ώς π.χ. ἀποχωρισμὸς ὕδατος καὶ), ίζημάτων, ἀποθέωσις, χαρακτηρισμὸς τῆς φυσικῆς βενζίνης (NATURAL GASOLINE) ἐκ τῶν φυσικῶν ἀερίων καὶ νὰ τοὺς μεταφέρῃ.

4. 'Η Ἐταιρεία θὰ ἔχῃ τὴν κυριότητα ἐφ' ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλεύθερας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεώς των εἰς τὴν Ἔγχωριον ἄγοράν, εἴτε διὰ τῆς ἔξαγωγῆς των, τηρουμένων ὅμως τῶν ἄρθροις 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ἐν τῷ παρόντι ἄρθρων δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, ἡ μισθώτρια Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγείρῃ ἢ νὰ ἀναθέσῃ τὴν ἀνέγερσιν ἢ καὶ νὰ χρησιμοποιῇ ἢ καὶ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς δι' ἄργὸν 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 σταθμοὺς καὶ Ἑλληνικὸς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικὰς ραδιοφωνικὰς ἐγκαταστάσεις καὶ πᾶσαν ἑτέραν ἐγκαταστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν ἢ καὶ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἐταιρείας, μόνον ἐφ' δύον αἱ ἥδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην Κρατικὴν Ὕπηρεσίαν τοιαῦται, δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἐταιρείας ἢ δταν ἡ χρησιμοποίησίς των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἐταιρείαν.

6. 'Η Ἐταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα, ἀποκλειστικῶς διὰ τὴν εὑόδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως, νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νηστόδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὅποιους κατέχει εἰς οἰανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὅποιαν δὲν θὰ δύναται τοῦτο νὰ ἀρνηθῇ ἀνευ σοβαροῦ λόγου.

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

'Εφ' δύον ἡ καθυστέρησις ἢ ἐλλειψὶς ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων, καθιστᾷ ἀδύνατον ἢ καθυστερεῖ ὁ ἀγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς, πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψὶς ἐκτελέσεως οἰωνδήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς Ἐταιρείας, δὲν θὰ ἀποτελῇ παράβασιν τῶν ὅρων τῆς παρούσης καὶ θὰ θεωρῆται ὡς περίπτωσις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἄρθρου 25 τῆς παρούσης Συμβάσεως.

8. 'Η Ἐταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης, ἀναλαμβάνει τὴν ὑποχρέωσιν δύον διενεργῆ ἐκρήξεις δι' αεριοβόλου ἢ διὰ χρησιμοποίησεως ἑτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἔξαιρετικὰς περιττώσεις

καθ' ἃς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατὰν νὰ ἀποδώσουν ίκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησις ἐκρήξειδν ὑλῶν.

9. Αἱ γεωφυσικαὶ ἔρευναι, καὶ γεωτρήσεις καὶ ἡ ἐκμετάλλευσις ἀνακαλυφθομένου πετρελαίου ἐντὸς θαλάσσης, θέλουσι λάβει χώρων καὶ ὑπὸ τὰς κάτωθι προϋποθέσεις :

α) Τὰς σχετικὰς ἔρευνας θὰ δύναται νὰ παρακολουθήσῃ τὸ Ἀρχηγείον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούμενον πρὸς τοῦτο ἔγκαιρας ὑπὸ τῆς Ἐταιρείας.

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

γ) Δὲν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυσιπλοΐα εἰς τὴν ἐν ἄρθρῳ 1 προσδιορίζομένην περιφέρειαν καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα πρὸς πρόληψιν οἰσασθήποτε βλάβης ὑφισταμένων Γ/Β καλωδίων ἐν τῇ περιφερείᾳ ταύτη.

δ) Θὰ ἀπαγορεύσῃ τὸν συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσσῃ καὶ θὰ φωτοσημάνονται τὰ ἐντὸς τῆς θαλάσσης χρησιμοποιηθῆσμενα μέσα, συμφώνως τοῖς κανονισμοῖς.

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα, δέον νὰ παρασχεθῶσιν ἔγκαιρως στοιχεῖα εἰς τὴν Διεύθυνσιν Ὑδρογραφίας τοῦ Ἑλληνικοῦ Ναυτικοῦ (Ε.Ν.) πρὸς ἔκδοσιν τῶν σχετικῶν Ἄγγελῶν καὶ Προαγγελῶν τοῖς Ναυτιλομένοις.

στ) 'Η Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὴν Διεύθυνσιν Λιμενικῆς Ἀστυνομίας τοῦ Ὑπουργείου Ἐμπορ. Ναυτιλίας:

(1) Πλήρη στοιχεῖα τῶν χρησιμοποιουμένων πλωτῶν μέσων καὶ νὰ ἔνημερώνῃ ἔγκαιρως περὶ τοῦ κατόπλου τούτων, τὴν οἰκείαν Λιμενικὴν Ἀρχήν.

(2) Πίνακα μετὰ πλήρων στοιχείων τοῦ ἀλλοδαποῦ καὶ ἡμεδαποῦ Προσωπικοῦ, τὸ δόπιον πρόκειται νὰ χρησιμοποιηθῇ καὶ νὰ ἔνημερώνῃ ἔγκαιρως τὴν οἰκείαν Λιμενικὴν Ἀρχὴν ἐφ' ἔκστη μεταβολῆς.

(3) Τὰ τεχνικὰ χαρακτηριστικὰ τῶν ίδίων τηλεπικοινωνιακῶν μέσων.

ζ) 'Η Ἐταιρεία ὑποχρεοῦται δύος εἰς περίπτωσιν ἀνεύρεσεως κατὰ τὴν διενέργειαν τῶν ἐρεύνων οἰουδήποτε ἀντικειμένου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, ἀναστείλη πᾶσαν ἐργασίαν καὶ εἰδοποιηθῇ ἐπειγόντως τὴν ἀρμοδίαν ὑπηρεσίαν Ἀρχαιοτήτων διὰ τὴν λῆψιν ὑπὸ αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιοτήτων ἐνδεικνυομένων μέτρων.

η) Αἱ ἐργασίαι θὰ ἀπαγορεύωνται ἢ θὰ διακόπτωνται ἐκτάκτως, ἐφ' δύον ἡθελει κριθῇ ἀναγκαῖον διὰ λόγους ἔθνικῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ἐως δτου ἐκλείψωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἀνευ οὐδεμιαῖς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται δτι μία τοιαύτη διακοπὴ τῆς ἐργασίας θὰ θεωρηθῇ ὡς προξενηθεῖσα ἐξ ἀνωτέρας βίας συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

κ) Αἱ ἐργασίαι θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον, δτις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐφ' ἀπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.

λ) Η καταβολὴ τοῦ φόρου τούτου ἀρχεται ἀπὸ τῆς στιγμῆς καθ' ἣν η Ἐταιρεία καθίσταται μισθώτρια παραχωρήσεων.

π) Αρθρον 8.

Καταβολὴ στρεμματικοῦ φόρου

· 'Η Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον, δτις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐφ' ἀπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.

π) Αρθρον 9.

Δικαιώματα

1. 'Η Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα τεσσάρων ἐπὶ τοῖς ἑκατόν (14 %) ἐπὶ πάσης φύσεως ποσότητος παραχωρήσεων καὶ μετρουμένων, κατὰ τὸ ἐν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.



χομένη κατά πᾶσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ίσχυν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν τῇ ἀνωτέρῳ παραγρ. 1, ἀναγνωρίζεται ὡς ἑκπιπτέον συμφώνως πρὸς τὸ Ν.Δ. 2548/1953 τὸ κυρῶσαν τὴν Σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν ΗΠΑ καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχὸν φόροι ἐν πάσῃ περιπτώσει, οἱ καταβληθησόμενοι ὑπὸ τῆς Ἐταιρείας εἰς τὰς ΗΠΑ κατὰ τὴν διάρκειαν τῆς ἀνωτέρω Συμβάσεως μεταξὺ ΗΠΑ καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἢ μετὰ τὴν λῆξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἐταιρείας, τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημοσίον 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 ἄρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου εἰς τὴν παραγρ. 1 τοῦ παρόντος ἄρθρου, ἢ Ἐταιρεία, ἢ περιουσία αὐτῆς, αἱ ἔργασίαι της, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰαδήποτε μηχανήματα, ἀνταλλακτικά, ἔξαρτήματα, ἐργαλεῖα καὶ ὑλικά παντὸς εἰδούς τὰ εἰσαγόμενα ἐκ τοῦ Ἑλληνικοῦ καὶ προριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἔξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἰδούς) ὡς καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραγομένων ὑδρογόνονανθράκων, ἔξαιρουμένων τῶν διϋλισμένων προϊόντων οἰασδήποτε φύσεως, θὰ ἀπαλλάσσονται παντὸς φόρου, ἀμέσου ἢ ἐμμέσου, παντὸς εἰδούς καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων, τελῶν χαρτοσήμων ἢ εἰσφορῶν ἢ πάσης ἑτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε ταχτικῆς εἴτε ἔκτακτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλήν τῶν εἰσφορῶν καθαρῶς δι' ὑπηρεσίας ἢ δικαιώματα (ἀνταποδοτικῶν εἰσφορῶν) πάσης φύσεως καὶ τῶν ὑπὲρ τῶν ἀσφαλιστικῶν Ταμείων καὶ Ὀργανισμῶν, ἐργοδοτικῶν ἀσφαλιστικῶν εἰσφορῶν.

‘Η παρούσα σύμβασις καθὼς καὶ οἰαδήποτε συμφωνίᾳ ἢ σύμβασις βάσει ταύτης, ἢ δόποια ἥθελεν ὑπογραφῇ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων, ἔξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογόνονανθράκων ἐντὸς τῆς περιοχῆς τῆς περιγραφομένης ἐν ἄρθρῳ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοπούς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς δρεσλὸς τοῦ Ἑλληνικοῦ Δημοσίου, οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν, δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ διποῖοι παρέχουν ὑπηρεσίας σχετικάς πρὸς τὴν παρούσαν σύμβασιν.

Αἱ ἔκαστοτε ἴσχυουσαι ἀμοιβαὶ συμβολαιογράφων διὰ τὴν κατάρτισιν οἰασδήποτε συμβάσεως, σχετιζομένης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ ὑποθηκοφυλάκων, ἐμμίσθων ἢ ἀμισθων, διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης, ἐπ' οὐδὲν λόγῳ εἰναι δυνατὸν νὰ ὑπερβῶστι ἔκαστον τούτων τὰς δραχμάς δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι τῆς Ἐταιρείας, ὑπὸ τὴν προϋπόθεσιν διὰ ταπεικοῦν ἢ διαιμένουν εἰς τὸ Ἑλληνικὸν, ἀπαλλάσσονται, ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἐταιρείας, παντὸς φόρου, ταχτικοῦ ἢ ἔκτακτου ἢ ἐπιβληθέντος δι' εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἢ ἀλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἢ τρίτων, λόγῳ τῆς ἰδιότητὸς των ὡς μετόχων τῆς Ἐταιρείας.

5. ‘Απασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἐταιρείας, αἱ σχετικαὶ μὲ τὴν δργάνωσίν της καὶ τὰς ἐργασίας της κατὰ τὴν παρούσαν σύμβασιν, ἐντὸς ἢ ἔκτος Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστι-

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

6. ‘Ἐν περιπτώσει καθ’ ἦν ἡ Ἐταιρεία ἐμφανίσῃ καθαρὰν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους τῆς ἀπόκτησιν τῆς πρώτης παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἢ ἐν λόγῳ ζημίᾳ θὰ ἀγηται εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιηται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἢ περιόδων, εἴτε αὐταὶ δεικνύουν κέρδη· εἴτε ζημίας.

Τὸ σύτω προκύπτον ἀποτέλεσμα, ἐάν ἔξακολουθῇ νὰ ἐμφανίζῃ ζημίαν, θὰ ἀγηται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιηται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. ‘Ἡ ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις δτου προκύψῃ καθαρὸν κέρδος ἢ λήξη ἢ παρούσα σύμβασις. ‘Ἡ Ἐταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησιν τινα κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἢς ήθελεν ὑποστῆ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ δρου ἡ ακαθαρὰ κέρδη» τῆς Ἐταιρείας, ὡς χρηματοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἔκαστην διαχειριστικὴν περίοδον, τὰ κέρδη ἀτινα προκύπτουν μετ’ ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθαρίστων ἐσδδων τῆς Ἐταιρείας, τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς συμφώνως πρὸς τὴν παρούσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἔξδων ἐν γένει διὰ τῶν δόποιων ἐπεβαρύνθη ἡ Ἐταιρεία λόγῳ τῶν ἐργασιῶν της, συμφώνως πρὸς τὴν παρούσαν σύμβασιν, ἀνεξαρτήτως ἀνταί προέκυψων ἐντὸς ἢ ἔκτος τῆς Ἑλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἔξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ’ οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα B τῆς παρούσης συμβάσεως καὶ ἢ ἕκπτωσίς των θὰ ἐπιτρέπηται ἀνεξαρτήτως ἴσχυοντων ἢ μελλόντων νὰ ἴσχυσουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἔκπτωσίες. Αἱ ἔκτος Ἑλλάδος δαπάναι μετὰ τὴν ἔναρξην τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως, περὶ δὲν ὑπὸ ἔδαφια α.) καὶ β.) κατωτέρω, δὲν δύνανται νὰ ὑπερβοῦν ποσοστὸν 10 % ἐπὶ τῶν ἔτησίων δαπανῶν τῆς Ἐταιρείας ἐντὸς τῆς Ἑλλάδος:

α) Αἱ ἐν παραγράφῳ 1 β.) τοῦ Πίνακος B δαπάναι αἱ δόποιαι πραγματοποιοῦνται ἔκτος Ἑλλάδος.

β) Αἱ δαπάναι διὸ ὑπηρεσίας ὡς ἐν παραγράφῳ 1 α.) τοῦ Πίνακος B καὶ αἱ δαπάναι πωλήσεως ὡς ἐν παρ. 1 δ.) τοῦ Πίνακος B, αἱ δόποιαι πραγματοποιοῦνται ἔκτος Ἑλλάδος διὰ λογαριασμὸν τῆς Ἐταιρείας ὑπὸ ἔτερων Ἐταιρειῶν, αἱ δόποιαι ἐλέγχονται ἀπὸ εὐθείας ἢ ἐμμέσως ὑπὸ τῆς STANDART OIL COMPANY OF CALIFORNIA ἢ ὑπὸ ἔτερων συγγενῶν Ἐταιρειῶν.

Εἰς τὰς ὡς ἀνα δαπάνας, ἐπιβαρύνσεις καὶ ἔξοδα, δὲν θὰ περιλαμβάνωνται τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα. Τὰ ἀκαθαρίστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἔξορυσμούντων ὑδρογόνονανθράκων. ‘Ἡ τιμὴ ἀργοῦ πετρελαίου πωλήθεντος δι' ἔξαγωγῆν θὰ εἰναι ἡ πράγματι χρεούμενη τιμὴ FOB, ἀκραίον παραθαλάσσιον ἀποθηκευτικὸν χῶρον. ‘Ἀκαθαρίστα ἔσοδα δι' ἔγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἰναι τὰ πραγματικὰ ἔσοδα. ‘Ο καθορισμὸς τῶν ἀκαθαρίστων ἔσδδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἔξδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνοῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ’ ἦν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἶδος, κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, συμφώνως τῷ ἄρθρῳ 9 τῆς παρούσης συμβάσεως,

τὸ ποσδὴν τοῦτο ὡς καθορίζηται συμφώνως πρὸς τὸ ὡς ἄνω ἅρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἕσοδα τῆς Ἐταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἅρθρῳ.

Εἰς τὴν παρούσαν σύμβασιν ἐπισυνάπτεται Πίναξ Β, δστὶς δεόντως ὑπογραφεὶς παρ' ἀμφοτέρων τῶν μερῶν, ἐμφαίνει τὰ κατὰ τὴν παρούσαν παράγραφον στοιχεῖα τοῦ κόστους, ἔξδων, βαρῶν καὶ λοιπῶν δαπανῶν τῆς Ἐταιρείας.

8. α) Ἡ Ἐταιρεία θέλει κλείει τὸν Ἰσολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου, ήτις θὰ διαρκῇ ἐν ἡμερολογιακὸν ἔτος.

β) Οἱ ἀλεγχοὶ τῶν βιβλίων τῆς Ἐταιρείας θὰ διενεργῆται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς ἐν Ἑλλάδι Νομοθεσίᾳ.

γ) Οἱ ὀλόκληρον τὸν βάσει τῆς δηλώσεως τῆς βεβαιούμενον φόρον, ἡ Ἐταιρεία θέλει καταβάλει ἔκαστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποβολῆς ταύτης.

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανυμένης διαχειριστικῆς περιόδου, ἰσχύουσαι ἔκαστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλασσομένων δύμως τῶν ἐκ τοῦ ἅρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίων ἡ κατὰ ἔξαμηνταν τῶν ὑπὸ τῶν ἄνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἐταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἔκαστοτε ληξάσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δἰ ἀνακριβῆ δήλωσιν διατάξεις τῆς ἔκαστοτε ἰσχυούσης Νομοθεσίᾳς, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐφ' ὃσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ διφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου διφειλομένης εἰς πταίσμα τῆς Ἐταιρείας, ἀλλὰ ἐκ πλάνης διαφόρου ἐρμηνείας παρὰ τῆς Ἐταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

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

ζ) Ἐννοεῖται, δτὶς αἱ διατάξεις τοῦ ἅρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἅρθρου, ὑποχρεώσεων τῆς Ἐταιρείας.

#### Ἄρθρον 11.

Ἐισαγωγὴ - ἔξαγωγὴ μηχανημάτων, ἔξοπλισμοῦ καὶ ὑλικῶν

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἔξωτερικοῦ καὶ νὰ μεταχειρίζηται διὰ τὰς ἐργασίας τῆς, συμφώνως πρὸς τὴν παρούσαν σύμβασιν, πάντα τὰ μηχανήματα καὶ ἔξοπλισμόν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰασδήποτε φύσεως, τὰ ὄποια κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἰναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασῶν τῆς. Ἡ παρούσα σύμβασις ἐπέχει θέσιν οἰασδήποτε ἀναγκαῖας ἀδείας, ἀπαιτουμένης εἰς ἔκαστην περίπτωσιν, διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἔξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικὰ καὶ ὑλικὰ οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὁχημάτων, σκαφῶν θαλάσσης, φορέων (PLAT-FORM) εἴτε αὐτοκινουμένων εἴτε ὅχι, εἰς τὰ ὄποια ἔχουν στερεωθῆ μηχανήματα, δργανα, γερανοὶ ἢ οἰασδήποτε ἀλλὰ ἔξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης καὶ ἐλκυστῆρες καὶ τζίπες ἡ ἀντίστοιχα ὁχημάτα παντὸς εἰδοῦς εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἔξ (6) κατὰ τὴν ἔναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δὲ ἔκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν

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

3. Ἡ Ἐταιρεία θὰ εἶναι ἐλευθέρα νὰ ἔξαγαγῃ καθ' οἰονδήποτε χρόνον διὰ τὰ μηχανήματα ἔξοπλισμοῦ, σκάφη θαλάσσης, φορεῖς (PLAT-FORMS) καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε φύσεως αὐτοκίνητα τὰ εἰσαγέντα παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἅρθρου τούτου, ἐκτὸς ἐάν αἱ διατάξεις τοῦ ἅρθρου 22 τῆς παρούσης συμβάσεως θεσπίζουσιν ἄλλως καὶ αἱ τοιαῦται ἔξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰασδήποτε ἴδιαιτέραν ἔξουσιοδητήσιν ἡ ἀδείαν, δι' ἐκάστην περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἔξαγωγῆς, δασμῶν ἡ ἄλλων φόρων, τελῶν, εἰσφορῶν ἡ τελῶν χαρτοσήμου.

4. Ἐν ἥ περιπτώσει ἡ Ἐταιρεία πωλήσῃ ἡ ἄλλως διαθέση τὰ ἀντικείμενα τὰ ὄποια εἰσήγαγε συμφώνως πρὸς τοὺς δρους τοῦ παρόντος ἅρθρου, χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἔξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἰσχυούσῃ τότε Νομοθεσίᾳ, δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἐταιρείαν, ἐάν ἡ πώλησις ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον ἡ ἄλλην τινὰ Ἐταιρείαν ἡ ἐργολάβον οἱ ὄποιοι ἀπολαμβάνουν τῶν ἴδιων προνομίων ὡς ἡ Ἐταιρεία βάσει τῶν διατάξεων τοῦ παρόντος ἅρθρου.

#### Ἄρθρον 12.

Ἐγχώριος κατανάλωσις καὶ ἔξαγωγαὶ

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν δτὶς ὁ πρωταρχικὸς σκοπὸς τῆς παρούσης συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἔγχωρίου ἀγορᾶς δι' ἐγχώριων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποιήσεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. «Κατάλληλον ἀργὸν» ὡς εἰς τὸ παρὸν ἅρθρον 12 χρησιμοποεῖται, νοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικὰ ἡ σημαντικῶς διάφορον, ὡς πρὸς τὸ εἰδικὸν βάρος ἡ ποιότητα αὐτοῦ, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἡ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων ἀπαιτούμενον τοιούτου, δπερ θὰ ημέναι σημαντικῶς τὰς δαστάνας λειτουργίας τοῦ ἐν λόγῳ Διυλιστηρίου ἡ τὰς πρὸ τῆς ἀνακαλύψεως διυλιστηρίων, τοιαύτας πρὸς παραγωγὴν τῶν ὑπὸ τοῦ Νομοθετήματος τοῦ Ἑλληνικοῦ Δημοσίου ἀπαιτούμενέων τύπων προϊόντων, μὲν ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας διὰ τοῦτο ἡ ταῦτα ἡ ἀνάγκης προσθήκης μειζόνων ἐγκαταστάσεων ἀπαιτούμενών διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ πετρελαίου.

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἔναρξιν παραγωγῆς ἐν Ἑλλάδι ἀργοῦ πετρελαίου εἰς ἐμπορικὴν κλίμακα, ὡς ὁρίζεται ἐν ἅρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία ὑποχρεούται δπως ἐφοδιάζῃ μὲν ἐγχώριοιν ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' ὁ θὰ διαθέτῃ πρὸς τὸν σκοπὸν τούτον ἐπάρκειαν καταλλήλου ἐγχωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰασδήποτε ἄλλα Διυλιστήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς καὶ τοιαύτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰονδήποτε ἄλλου ἀναδόχου ὑπογραφείσων πρὸ τῆς ὑπὸ τῆς Ἐταιρείας ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἐγχωρίου ἀργοῦ πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὄποιας ἔκαστον τοιούτον Διυλιστήριον θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὸ διόποια ἔκαστον τοιούτον Διυλιστήριον ἔχει τὸ δικαίωμα ἡ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ο ἐφοδιασμὸς τῶν τοιούτων διυλιστηρίων δι' ἀργοῦ πετρελαίου, θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα καθίσταται ἐφικτή ἡ κατὰ κανονικὸν καὶ



παρεμβαίνη ἀντιτίθηται ἡ ζητῇ ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν ἢ καθ' οἰονδήποτε τρόπον μεταβολὴν τῶν δρῶν τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου ἢ πετρελαιοειδῶν προϊόντων ἢ μὲ τὴν ἰδρυσιν Διύλιστηρίων ἐν τῇ Χώρᾳ τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως ἢ τοιούτων συμβάσεων ἀς τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἥν ἡ Ἔταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον διτὶ ἀνεκάλυψε καταλλήλον ἀργὸν πετρελαιον εἰς ἐμπορευσίμους ποσότητας ἢ μετὰ τὴν τοιαύτην ἡμερομηνίαν ἐφ' δύσον τὸ Ἑλληνικὸν Δημόσιον θέλει προβλέψει τὴν χρησιμοποίησιν ὑπὸ Ἑλληνικῶν Διύλιστηρίων τῶν ποσοτήτων ἀργοῦ πετρελαίου παραχθέντος καὶ παραδόθεντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου δρίου τῶν ὑποχρέωσεων τῶν ὁρίζομένων εἰς τὴν παρούσαν παράγραφον 6.

7. Ἐφ' δύσον ὑπάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι, ὅποτεδήποτε διαρκούσῃς τῆς ἴσχυος τῆς παρούσης συμβάσεως, ἢ ὑποχρέωσις τῆς Ἔταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ δέχηται κατὰ προτεραιότητα τὴν ἀγορὰν τοῦ ὑπὸ τῆς Ἔταιρείας ἐν Ἑλλάδι παραγομένου καταλλήλου ἀργοῦ πετρελαίου, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἔταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' δλῶν τῶν παραγωγῶν.

8. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἔταιρείαν μετ' ἀποδεικτικῶν στοιχείων, διτὶ τὸ ὑπὸ τῆς Ἔταιρείας παραγόμενον ἀργὸν πετρελαιον εἶναι ἀκαταλλήλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηρίον ἢ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως, Διύλιστηρία, ἢ ὑποχρέωσις ἐν τῇ περιπτώσει ταύτη τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἔγχωρίου ἀργοῦ πετρελαίου ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διύλιστηρίων, καὶ ἡ ὑποχρέωσις τῆς Ἔταιρείας, δπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διύλιστηρια ἔγχωριον ἀργὸν πετρελαιον, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως διὰ τῆς δποίας θὰ καθίσταται δυνατὴ ἢ ἐπίτευξις τοῦ εἰς τὴν ως ἀνω παράγρ. 1 τεθέντος πρωταρχικοῦ σκοποῦ. Ἐὰν δὲν καταστῇ δυνατὴ ἢ ἐπίτευξις τοιαύτης ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως, τότε, αἱ ἀνωτέρω ἀναφερόμεναι ἀμοιβαίαι ὑποχρέωσεις τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἔταιρείας θὰ τερματισθοῦν μέχρις οὗ τὸ ρηθὲν ἀργὸν πετρελαιον ἢ ἔτερον ἀργὸν πετρελαιον, παραχθησόμενον ὑπὸ τῆς Ἔταιρείας ἐν Ἑλλάδι, καταστῇ καταλλήλον πρὸς χρῆσιν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν λοιπῶν Διύλιστηρίων, ὑπὸ τὴν προϋπόθεσιν δμως, διτὶ τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηρίον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διύλιστηρία, δπως ἀγοράζουν τὸ τοιοῦτον ἀκαταλλήλον ἀργὸν πετρελαιον, καθ' ἥν ἔκτασιν δμως θὰ δύναται τοῦτο νὰ χρησιμοποιηθῇ εἰς τὰ Διύλιστηρια καὶ ὑπὸ τὴν περαιτέρω προϋπόθεσιν διτὶ -ἢ τοιαύτη χρησιμοποίησις δὲν θέλει καταλήξει εἰς οἰκνδήποτε ταλαιπωρίαν τῶν ρηθέν των Διύλιστηρίων. Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ δπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του, ὑπὸ μορφὴν προωθήσεως τῆς χρησιμοποίησεως τοῦ τοιούτου ἀκαταλλήλου ἀργοῦ πετρελαίου ως ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. α) Πρὸν ἢ ἡ Ἔταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου, ἢ τιμὴ εἰς ἥν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηρίον καὶ οἰονδήποτε ἔτερον ἐν Ἑλλάδι ὑπάρχον, Διύλιστηριον, νὰ ἀγοράζῃ ἀργὸν πετρελαιον παραγόμενον παρὰ τῆς Ἔταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς Ἔταιρείας, ἡ δὲ τιμὴ αὐτὴ θὰ εἶναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος δρος τῆς δεδηλωμένης τιμῆς, ἡ τιμῶν, ως αὐτοὶ παρουσιάζονται εἰς τὸ PLATTS OILGRAM ἢ ἀλλα παρόμοια

δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν τοῦ Λιβάνου, BANIAΣ τῆς Συρίας καὶ τῆς Λιβύης, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) Ὁ ὄταν· ἡ Ἔταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (POSTED) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς, ἡ τιμὴ εἰς ἥν τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ ἀλλα ἐν Ἑλλάδι ὑπάρχοντα Διύλιστηρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρελαιον, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπὸ δψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπιχειροῦσαι κατὰ τὸν χρόνον ἐκεῖνον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ὑπὸ δψιν τὰ ποιοτικὰ χαρακτηριστικά καὶ ἡ τοποθεσία τοῦ ἔξαγομένου ἀργοῦ πετρελαίου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἔταιρείαν ποσῶν δφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας, θὰ γίνωνται ἐντὸς ἔξήκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπὸ αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ἡ Ἔταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξήκοντα ἡμερῶν ἀπὸ τῆς, ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἡ Ἔταιρεία δύναται, ἀνευ βλαβῆς οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ συμψήφιζῃ τοιαύτα ἀπαιτητὰ ποσὰ πρὸς ἀλλα ποσά, τὰ δποία ἀλλας θὰ ὀφειλεν ἡ Ἔταιρεία νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον.

11. Ἐὰν ἡ Ἔταιρεία ἔχῃ εἰς τὴν ἴδιοκτησίαν τῆς καὶ ἐκμεταλλεύεται ἐν Ἑλλάδι οἰουσδήποτε σωληναγωγοὺς διὰ τὴν μεταφόραν ἀργοῦ πετρελαίου ἢ καὶ ἀγωγοὺς αερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν Ἔταιρείαν νὰ μεταφέρῃ τὸ δός τοῦ αὐτοῦ ἀγορασθὲν ἔξ αὐτῆς ἀργὸν πετρελαιον ἢ καὶ φυσικὸν αέριον, μέσω τῶν τοιούτων ἀγωγῶν ἀργοῦ πετρελαιον, ἢ ἀγωγῶν αερίων, εἰτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ του χώρου, εἰτε μέχρις οἰουσδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγορᾶς δόδου. Ή μεταφορὰ θὰ ἔκτεληται ὑπὸ τῆς Ἔταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἑκατόν. Ή παροῦσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται ως ὑποχρέωσις τῆς Ἔταιρείας νὰ κατασκευάσῃ οἰουσδήποτε σωληναγωγοὺς ἀργοῦ πετρελαίου ἢ ἀγωγοὺς αερίων ἢ οἰασδήποτε ἔγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν δσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἴδιοκτησίαν τῆς ἡ καὶ ὑπὸ ἔκμεταλλευσιν ούτε νὰ ἀνεγείρῃ οἰασδήποτε προσθέτους ἔγκαταστάσεις σχετικὰς πρὸς τοιούτους σωληναγωγοὺς ἢ ἀλλας ἔγκαταστάσεις μεταφορᾶς, ἔκτὸς ἐάν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίας ἵκανοποιητικὴς συμφωνία πρὸς τοῦτο μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἔταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου καθορίσμοι τῆς εἰς δραχμὰς τιμῆς τοῦ ἐργοῦ πετρελαίου, αἱ ἐφαρμοστέαι τιμαι διεθνοῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς, ἐφ' δύσον διετυπώθησαν εἰς ἔξωτεροιν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἀρθρου 13 ὁρίζομενα εἰς τὸ ἰσότιμον τῶν εἰς δραχμὰς μὲ τὸν μηνιαῖον μέσον δρον τῶν τῶν ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς δποίας ἡ Ἔταιρεία δικαιοῦται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

"Ἄρθρον 13.

Συνάλλαγμα Ἐξωτερικοῦ

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

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (GREEK CURRENCY) μέσω Τραπεζῶν ἡ προσώπων ἐπισήμως ἔξουσιοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα δολλαρίων H.P.A. ἡ ξένου συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολλάρια H.P.A.

εἰς ποσότητας ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δραχμάς δαπάνας τῶν ἔργασιών της εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν της πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀρχῆς ἀγορᾶς η καὶ μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἴδιου αὐτῆς συναλλάγματος, καὶ τῆς ἐλευθέρας καὶ ἀπεριορίστου εἰσαγωγῆς η καὶ χρησιμοποιήσεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ ὑπηρεσιῶν οἰασδήποτε φύσεως ἀπαιτούμενων ὑπὸ τῆς Ἑταιρείας, διὰ τὰς ἔργασίας αὐτῆς περὶ ὃν η παρούσα σύμβασις.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, η Ἑταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητὰ ὑποχρεώσεις της διὰ τὰς ἔργασίας της ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμάς ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἑταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἔγχωριον ἀγορὰν πωλήσεων. "Οταν τὰ εἰς δραχμάς ἔσοδα τῆς Ἑταιρείας ὑπερβαίνουν τὰς εἰς δραχμάς ἀνάγκας τῶν ἔργασιῶν εἰς μετρητά, η Ἑταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολλάρια Η.Π.Α. η καὶ κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς ἕτερον συναλλάγμα μετατρέψιμον εἰς δολλάρια Η.Π.Α. "Η Ἑταιρεία ἐν τούτοις δικαιοῦται ὥσαύτως καὶ διακευτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμάς πλεονάσματά της η καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις η χρεώγραφα η οἰασδήποτε ἐτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαποὺς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἰσχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι, ὡς καὶ τῶν τοιούτων περὶ δεσμεύσεως διμολογιῶν καὶ μετοχῶν, η ἐτέρων περιουσιακῶν στοιχείων. "Ἐπενδύσεις εἰς μετοχάς Ἑταιρείων θὰ ὑποκεινται εἰς τὴν ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου τούτου μὴ δυναμένου ἐν τούτοις νὰ ἀρνηθῇ ταύτην, εἰ μὴ ἐφ' δοσον η ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

3. α) "Η Ἑταιρεία θὰ δικαιοῦται ὥσαύτως νὰ παρακρατῇ εἰς τὸ ἔξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συναλλαγμα προϊόν τὸ ἀπομένον μετά τὴν κάλυψιν τῶν εἰς δραχμάς ἀναγκῶν διὰ τὰς ἔργασίας τῆς Ἑταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶν τοῦ προϊόντος ἔξι ἐκδόσεως μετοχῶν (STOCK) δανείων οἰασδήποτε μορφῆς καὶ ἀλλων προκαταβολῶν ἐσόδων εἰς συναλλαγμα προερχόμενων ἐκ τῶν εἰς τὸ ἔξωτερικὸν πωλήσεων ὑδρογονανθράκων, κατὰ τὸ ἄρθρον 12, η ἐξ ἀλλων πηγῶν, ὡς καὶ πλεονασμάτων εἰς δραχμάς μεταφερθέντων ἔξι Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

β) Ἀντιθέτως, ἐὰν τὰ εἰς δραχμάς ἔσοδα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν εἰς δραχμάς ἀναγκῶν διὰ τὰς ἔργασίας της, η Ἑταιρεία θὰ μετατρέπῃ ἐν τῇ περιπτώσει ταύτη εἰς δραχμάς μέσω Τραπέζων η προσώπων νομίμως ἐξουσιοδοτημένων, διπλας ἐνεργοῦν πράξεις εἰς δραχμάς καὶ ἔνον συναλλαγμα, δολλάρια Η.Π.Α. η ἔνον συναλλαγμα, ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α. εἰς ποσότητας ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν εἰς δραχμάς ἀναγκῶν τῶν ἔργασιῶν της.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ ἐδάφιον β) ὡς ἀνω διατάξεων τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα συναλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α. ὑπὸ τὸν δρόν διὰ :

(1) Τοιοῦτον συναλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἐξαχθέντων ἔξι Ἑλλάδος.

(2) Η Ἑταιρεία ἀδυνατεῖ νὰ διατηρήσῃ η νὰ αὐξήσῃ τὸν ὅγκον τῶν ἐξαγωγῶν της, ἐὰν αὐτῇ ἀπήτει πληρωμὴν εἰς δολλάρια Η.Π.Α. η ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α.

(3) Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του θεωρεῖ τὴν χρησιμοποίησιν τοιούτου συναλλάγματος οἰκονομικῶν δυνατήν βάσει τῶν ἰσχυουσῶν κατὰ τὸν χρόνον ἔχειν διειθῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὡσαύτως διὰ η παρακράτησις ἔνου συναλλάγματος εἰς τὸ ἔξωτερικόν, συμφώνως τῷ παρόντι ἄρθρῳ, θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν τὴν κάλυψιν πλήρως, τῶν εἰς συναλλαγμα δαπανῶν της βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἀγορῶν η καὶ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως, ἀναγκαίων εἰς τὴν Ἑταιρείαν διὰ τὰς ἔργασίας αὐτῆς βάσει τῆς παρούσης συμβάσεως.

5. Διὰ τὸν σκοπὸν τῆς ἐφαρμογῆς τῆς παρούσης συμβάσεως πλεονάσματα εἰς δραχμάς τῆς Ἑταιρείας ἐκ τῶν εἰς μετρητὰ ἀναγκῶν της διὰ τὰς ἔργασίας της εἰς δραχμάς καὶ πλεονάσματα κεφαλαίων εἰς δραχμάς θὰ νοοῦνται ὡς σημαίνοντα πᾶν ποσὸν δραχμῶν μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιπρόθεσμων εἰς δραχμάς ὑποχρεώσεων τῆς Ἑταιρείας ἐντὸς τῶν ἐπομένων τριάκοντα (30) ἡμερῶν διὰ τὴν πληρωμὴν ἔγχωρίων δαπανῶν τῶν ἔργασιῶν στρεμματικοῦ φόρου, φόρων, μισθωμάτων καὶ ἐτέρων εἰς δραχμάς ὑποχρεώσεων.

6. "Η Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἑταιρείας μέσω Τραπέζων η προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμάς καὶ ἔνον συναλλαγμα εἰς δολλάρια Η.Π.Α. η ἀλλων μετατρέψιμων εἰς δολλάρια Η.Π.Α. νομισμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Ἑταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἔξι Ἑλλάδος τῶν εἰς δραχμάς πλεονασμάτων. Τὸ τοιούτον ἔνον συναλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἑταιρείας ἀμέσως καὶ ἀνευ καθυστερήσεως, δόπταν ζητήται, ἐπὶ τῇ βεβαιώσει τῆς Ἑταιρείας διὰ η αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν αὐτῆς εἰς δραχμάς τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. "Η Ἑταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος η τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἐβδομαδαίων καὶ μηνιαίων, καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Ἑλλάδος η τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐξακρίβωσιν ἔτι η μεταφορὰ κεφαλαίων η πραγματοποιεῖσται ὑπὸ τῆς Ἑταιρείας κατὰ τὴν ἀντίστοιχην περίοδον, ἀποτελεῖ μεταφορὰν δραχμῶν πλεονασμάτων κατὰ τοὺς δρους τῆς παρούσης συμβάσεως.

7. "Ἐὰν η Ἑταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινητὸν η ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, η Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἀνευ καθυστερήσεως εἰς τὴν διάθεσιν τῆς Ἑταιρείας μέσω Τραπέζης η μέσω ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμάς η ἔνον συναλλαγμα, ποσὸν εἰς δολλάρια Η.Π.Α. ἀντιστοιχοῦ εἰς τὸ ἀποκτηθὲν διὰ τὴν ρευστοποιήσεις ὑπὸ τῆς παρούσης συμβάσεως ποσὸν δραχμῶν.

8. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραϊσμένων τῶν ἔργασιῶν της συμφώνων πρὸς τὴν παρούσαν σύμβασιν, η Ἑταιρεία διὰ δικαιοῦται νὰ ἀγορᾷ καὶ πωλῇ συναλλαγμα, μέσω οἰασδήποτε Τραπέζης η πράκτορος, νομίμως ἐξουσιοδοτημένων νὰ ἐνεργῇ πράξεις εἰς δραχμάς καὶ ἔνον συναλλαγμα καὶ εἰς τιμὴν συναλλαγματος οὐχὶ διλιγώτερον εύνοικὴν τῆς ἰσχυούσης γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. "Η τοιαύτη τιμὴ συναλλαγματος θὰ περιλαμβάνῃ πᾶν «πρίμου» συναλλαγματος, ἐπιβαρύνσεις, διαφορὰν ἐπὶ ἔλαττον (AGIOS) φόρους συναλλαγματος καὶ μεστείας οἰασδήποτε φύσεως τυχὸν ἐπιτρεπομένων η ἐπιβαλλομένων παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς η πωλήσεως συναλλαγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω διὰ ἐὰν τὸ Ἑλληνικὸν Δημόσιον συμβελεν μέσω ιθιθήση σύστημα διαφορικῶν τιμῶν συναλλαγματος η σύστημα πολλαπλῶν πρίμου (PRIMES) ἐξαγω-

γῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὁποίαν ἡ Ἐταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα, δὲν θὰ εἶναι ἐπίσης διλγώτερον εὐνοϊκὴ ἀπὸ τὸν σταθμιζόμενον μέσον δρον (WEIGHTED AVERAGE) τῶν πραγματικῶν (EFFECTIVE) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἔξαγωγῶν μεταλλευμάτων ἐξ Ἑλλάδος.

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

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἀτίνα ἡ Ἐταιρεία τυχὸν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ἡ Ἐταιρεία διὰ τὴν καταχώρησιν μόνον εἰς τὰ λογιστικὰ βιβλία τῆς, θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας, ἐπιβαρύνσεις καὶ ὑποχρεώσεις τῆς, ὡς καὶ τὰ εἰς ξένον συνάλλαγμα ἕσοδά της τὰ προερχόμενα ἐκ πωλήσεων εἰς τὸ ἔξωτερικὸν καὶ ἐξ ἄλλων πηγῶν εἰς τὴν εἰς δραχμὰς ἰσοτιμίαν των, ἐπὶ τῇ βάσει τῆς τιμῆς τοῦ ξένου συναλλάγματος, ὡς καθορίζεται αὐτήν τῇ προηγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἀρθρου, εἰς ἣν ἡ Ἐταιρεία δικαιοῦται νὰ ἀγοράζῃ δραχμὰς διὰ ξένου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἐκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἐταιρείας.

10. Ἐὰν καὶ ὅπταν ἡ Τραπέζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολαρίων Η.Π.Α. αἱ τιμαὶ συναλλάγματος τῶν δολαρίων Η.Π.Α., ὡς καθορίζονται ἐν παραγράφῳ 12 τοῦ ἀρθρου 12 ὡς καὶ ἐν τῇ προηγουμένῃ παραγράφῳ 9 τοῦ παρόντος ἀρθρου, θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ξένης Τραπέζης τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλάρια Η.Π.Α. ὡς καθορίζονται εἰς τὴν παράγραφον 8 τοῦ παρόντος ἀρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέᾳ Ὑόρκῃ κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ξένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσω Ἑλληνικῶν ἢ ξένων Τραπέζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

#### Άρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Ἐταιρείας

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπάσῶν τῶν ἐργασιῶν τῆς, ἐρευνητικῶν γεωτρήσεων, παραγωγῆς μεταφορᾶς καὶ πωλήσεων.

2. Ἡ Ἐταιρεία θὰ ὑποβάλῃ εἰς τετραπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

Ἐπεξηγηματικὸν ὄλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὄδατος κ.λ.π. θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τοὺς ἴδιους αὐτῆς χώρους συμφωνουμένου ὅτι ἀρμόδιοι ἔξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὄλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὄλικόν, δι' ἵδιαν αὐτοῦ χρῆσιν, ἡ Ἐταιρεία θὰ συμμορφοῦται πρὸς τὸ αἰτημα τοῦτο, ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ προσθέτους ἀσυνήθεις δαπάνας διὰ τὴν ἐταιρείαν καὶ δὲν καθυστερεῖ ἡ ἐμποδίζει τὰς ἐργασίας τῆς καθ' οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἔξυπηρετήσεως τοῦ τοπικοῦ καὶ γυναικείου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημο-

νιῶν Ὁπηρειῶν τοῦ Ἑλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' δλην τὴν Ἑλλάδα, ἡ Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς τετραπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα, προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων πληροφοριῶν καὶ ἔρμηνιῶν παρὰ τῆς Ἐταιρείας καὶ τῶν ἐργολάβων, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις διὰ πασαὶ αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὡς καὶ τῆς STANDARD OIL COMPANY OF CALIFORNIA καὶ τῶν ὅπ' αὐτῆς ἐλεγχομένων καὶ συνεργαζομένων Ἐταιρειῶν καὶ οἰαδήποτε συμπεράσματα καὶ ἔρμηνειαι κτώμεναι ὑπὸ τῶν ὑπαλλήλων τῶν ἐλόγων Ἐταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦνται εἰς τὸ Ἑλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἐταιρείας.

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

α) Διὰ τὴν σεισμικὴν ἐρεύνην:

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

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

(3) Πλήρης σειρὰ συνεχῆ δρίζοντα χαρτῶν ἴσοχρόνων καμπυλῶν (MAPS OF ISOCHRONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

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

β) Διὰ τὴν γεωτρητικὴν ἐρεύνην:

(1) Ἐβδομαδιαῖν δελτίον πρόδου γεωτρητικῆς ἐργασίας.

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

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

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις: SCHLUMBERGER (THE DIFFERENT LOGGINGS).

Τὰ ἀντίγραφα τῶν ἔγγραφῶν (COPIES OF RECORDINGS) διὰ τὰς ἀκολούθους μετρήσεις ἐντὸς τῶν γεωτρήσεων.

(1) Ἐγγραφὴ ἡλεκτρικῆς εἰδυλλῆς ἀντιστάσεως (ELECTRICAL RESISTIVITY LOGGING).

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

(3) Ἐγγραφὴ ἀκτίνων γάμα καὶ νετρονίων (GAMA RAY AND NEUTRON LOGGING).

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

(5) Ἐγγραφὴ LATEROLOG - MICROLATEROLOG.

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

'Ἐπι πλέον τῶν ὡς ἀνω στοιχείων ἡ Ἐταιρεία ὑποχρεοῦται διὰ τοῦ ὑποβάλλει εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἀντίγραφα εἰς τετραπλοῦν τυχὸν ἐκπονηθομένων γεωλογικῶν καὶ φωτογεωλογικῶν χαρτῶν.

4. Ἡ Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ αὐτῆς δι' οἰαδήποτε φρέσατα, τι' ἐναρξεῖν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἡ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

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

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

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἀλλαι ἔξουσιοδοτημέναι Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν, κατὰ λογικὰ χρονικὰ διαστήματα, μετὰ προηγουμένην εἰδοποίησιν, τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἐταιρείας, κατὰ τρόπον ὅμως μὴ παρακαλύνοντα τὰς ἐργασίας τῆς Ἐταιρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἔγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἔργασίας τῆς Ἐταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσι γνῶσιν τῶν λεπτομερειῶν τῆς προόδου τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώραν κατὰ τρόπον ὡστε νὰ μὴ παρακαλύνονται αἱ τρέχουσαι ἔργασία τῆς Ἐταιρείας.

7. Ἐξαιρέσει γενικῶν ἀριθμῶν, ἀναφερομένων εἰς τὸ συνολικὸν βάθμος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων, καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχῆν, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεία, ἔκθεσεις καὶ ὄλικὸν διαβιβαζόμενα ὑπὸ τῆς Ἐταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐαν ἡ Ἐταιρεία εἰδοποιήσῃ εἰδίκως καὶ ἔγγραφως τὸ Ἑλληνικὸν Δημόσιον, ἐν σχέσει πρὸς ὧρισμένην τινὰ πληροφορίαν, διὰ ἀπαλλάσσει τοῦτο τῆς ὑποχρεώσεως ταύτης.

8. Κατ' ἔξαίρεσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιώματα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως των ἡ ἐτέρους σκοπούς, τὰ ἐπιστημονικὰ ἡ τεχνικὰ στοιχεῖα καὶ πληροφορίας, παρεχομένας πρὸς τοῦτο ὑπὸ τῆς Ἐταιρείας, τρία (3) ἔτη μετά τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας, ἐν σχέσει πρὸς ὧρισμένην ἔρευνητικὴν περιοχὴν ἡ παραχώρησις εἰς ἡν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἡ ἀμέσως μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία δὲν θὰ ἀρνήται ἀδικαιολογήτως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισιν τῆς διὰ τὴν δημοσιεύσιν ἡ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα, πρὸς τὸν σκοπὸν δημοσιεύσεως ἡ ἀλλας, καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθοριζόμενων χρονικῶν δρίων, εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς Ἐταιρείας δοθεισῶν πληροφοριῶν, ἐαν κατὰ τὴν κρίσιν τῆς Ἐταιρείας τοῦτο δύναται νὰ γίνη ἀνεύ ζημίας τῶν συμφερόντων αὐτῆς.

### ”Αρθρον 15.

**Κατάληψις ἐδάφους–Δουλεῖαι διόδου–Δικαιώματα  
χρησιμοποιήσεως ὑδάτων καὶ οἰκοδομικῶν ὄλικῶν**

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ ἀνεύ ἀποζημιώσεως τενος καὶ κατόπιν ἔγκρισεως τοῦ Ἑλληνικοῦ Δημοσίου, ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ ὕδατα καὶ λαταριμικὸς χώρους, ἐφ' ὅσον δὲν εἰναι μεμισθωμένα, ἀναγκαῖα διὰ τὴν διεκπεράσων τῶν ἐκ τῆς συμβάσεως ταύτης ἔργασιν, ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον. Ἐὰν οἱ ἀναγκαιοῦντες χῶροι ἀνήκωσιν εἰς ἰδιώτας ἡ ἔτερα νομικὰ πρόσωπα, ἡ κατάληψις τούτων θὰ πραγματοποιήται βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσόμενων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιοῦσαι διὰ τὰς ἔρευνας καὶ ἔκμεταλλευσιν ἀπαλλοτριώσεις ξένων ἴδιοκτησιῶν, περιλαμβανομένων καὶ γαιῶν περικλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακὰ ὕδατα ἡ πηγάς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἐταιρείας. Αἱ περὶ προστασίας τῆς ἴδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἔκμεταλλευσεως μεταλλείων διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος, ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν ἡ εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντικείνεται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὁρίζομενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ἴδιοκτῆται ἡ κάτοχοι ἀγροτικῶν ἡ ἀστικῶν ἀκινήτων

ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων διὰ τὴν μεταφορὰν ὑδρογονανθράκων ἡ, ὅπου ἡ ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἡ σκόπιμος, τὴν ἐπὶ τιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώσεων. Προσέτι, οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαίαν ἔργασίαν, διὰ τὴν κατασκευήν, χρῆσιν, συντήρησιν ἡ ἐπισκευὴν τῶν σωληνώσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἐταιρείας βλάπτεται ἡ ἴδιοκτησία ἡ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἴδιωτῶν, φυσικῶν ἡ νομικῶν προσώπων, ἐξαιρέσει τῆς ἴδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἡ ποζημάτων τῆς Ἐλληνικοῦ Δημοσίου, καθοριζόμενη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἔκμεταλλευσιν μεταλλείων, ἰσχουόσας ἑκάστοτε διατάξεις. Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἰσχουόσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἐταιρείας, τῆς σχετικῆς ἡ ποζημάτων τῆς Ἐλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἐταιρείας.

“Ἡ Ἐταιρεία δικαιοῦται προσέτι νὰ ποιῆται χρῆσιν, τηροῦσα τὰς οἰκείας διατάξεις τοῦ A.N. 1540/1938 ἀρθρον 12 καὶ τοῦ A.N. 2344/1940 περὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἐτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου, χώρων ἐντὸς ζωνῶν λιμένων, προκυμαιῶν καὶ δρμῶν ἀναγκαιοῦντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὄλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων, ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἔγκαταστάσεων, τόσον ἐπὶ τῶν προβλητῶν προκυμαιῶν καὶ δρμῶν, ὅσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ τὴν δόπιαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἀνεύ σοβαροῦ λόγου.

4. Καθυστερήσεις εἰς τὰς ἔργασίας τῆς Ἐταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεών της βάσει τῆς παρούσης συμβάσεως, ὁφειλόμεναι εἰς ἔλλειψιν ἀπαραίτητου διὰ τὰς ἔργασίας ἐνεργείας ἡ ἀδείας οἰασδήποτε Κρατικῆς Ἀρχῆς ἡ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δ' ἐπιμελοῦς καὶ προσηκουόσης ἐνεργείας ἐκ μέρους τῆς Ἐταιρείας, θὰ θεωρῆται ἀνωτέρα βίᾳ, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίας.

### ”Αρθρον 16.

**Χρησιμοποίησις Ἐργολάβων**

1. Διὰ τὴν διεξαγωγὴν ἔργασιῶν τῆς Ἐταιρείας συμφώνων πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἔρευνῶν καὶ γεωτρήσεων, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ χρησιμοποιῇ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλῆρες κείμενον δλών τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, περὶ ὃν ἡ προηγουμένη παράγραφος 1, θὰ ἀνακοινωθεῖ ὑπὸ τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἀρθρῶν 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζονται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ὡς ἔργολάβων καὶ ὑπεργολάβων καὶ τὸ ἀλλοδαπὸν προσωπικὸν ἀυτῶν. Αἱ διατάξεις τοῦ ἀρθροῦ 13 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζονται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς Ἐταιρείας, κατὰ τὴν διάρκειαν οἰασδήποτε διαχειριστικῆς περιόδου, θὰ θεωρῶνται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνων πρὸς τὰ ἐν ἀρθρῷ 3 τῆς παρούσης συμβάσεως ὁρίζομενα.

5. Η ἐκτελεσθῆσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς Ἐταιρείας ἔργασία θὰ θεωρῆται ὡς ἔργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν δημιουργίαν τῶν ἀρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία ὑπέχει οὐχ ἡπτον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνας.

### ”Αρθρον 17.

**Απασχόλησις Ἐλληνικοῦ καὶ Ξένου Προσωπικοῦ**

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ χρησιμοποιῇ διὰ τὰς ἔργασίας τῆς ἐν Ἑλλάδι, διευθύνον τεχνικὸν καὶ εἰδικεύμενον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ

Έλλήνων ύπηρχών είτε περὶ ἀλλοδαπῶν, οἵν τις δύναται κρίνει αὐτοῖς διὰ τὴν ἐκτέλεσιν τῶν ἔργασιῶν της.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἔργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας ἐφ' ὃσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἡτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθησομένου προσωπικοῦ. Ἡ μὴ ἐγκριτική τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἐταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας μετὰ πάροδον ἐξ (6) μηνῶν ἀπὸ τῆς χορηγήσεως ἀδείας διαμονῆς καὶ ἔργασίας ἐν Ἑλλάδι θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθός, εἴτε καταβληθεῖς ἐν Ἑλλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἔξωτερικὸν εἰς ξένον συνάλλαγμα, θὰ εἶναι ἔκεινος δ ὅποιος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἐταιρείας. Ἐπὶ πλέον οἱ ὑπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ Ν.Δ. 2548/1953, κυρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπάλληλου ἐν Ἑλλάδι θὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἔργασίας. Ἀπουσίαι ἐξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἑκάστοτε, θὰ προσθενται εἰς τὴν περίοδον τῶν ἐξ (6) μηνῶν κατεῖ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἣς δ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας θὰ καταβάλῃ ἀπαντας τοὺς λοιποὺς ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἑκάστοτε νομοθεσίαν.

4. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλληνας ὑπηκόους διὰ πᾶσαν ἔργασίαν ἢ θέσιν εἰς τὴν ὅποιαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πεῖρα. Ὡς πρὸς τὰς ἔργασίας τὰς ἀπαιτούσας εἰδικεύμενας γνῶσεις ἢ Ἐταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν Ἑλλήνων τῶν ὅποιων εἶναι δυνατὴ ἡ ἔξευρεσις ἐν Ἑλλάδι καὶ ἐφ' ὃσον, κατὰ τὴν κρίσιν τῆς Ἐταιρείας, τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἔργασιῶν.

5. Ἐν σχέσει πρὸς τὰ ἔργατικὰ ἀτυχήματα ἀτινα ἐνδέχεται νὰ λάβωσι χώραν κατὰ τὴν διάρκειαν τῶν ἔργασιῶν τῆς παρούσης συμβάσεως, ἢ Ἐταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τῆς παρούσης συμβάσεως. Ἐπίσης ἢ Ἐταιρεία κατὰ τὰς ἔργασίας γεωτρήσεων ὀφείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἰσχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἑργασιῶν.

6. Ἡ Ἐταιρεία θὰ ὑποχρεοῦται, ἀμα τῇ ἔνδρεξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἄρθρῳ 5 παρ. 1 καὶ 2, νὰ δέχηται πρὸς ἐκπαίδευσιν καθ' ἔκαστον ἔτος δύο ὑποψήφιους ὑποδεικνυομένους δ εἰς ὑπὸ τῶν γεωλογικῶν καὶ δ ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοούμενου, διτι :

α) "Απασαι αἱ δαπάναι τῶν γαθητεομένων θὰ καταβάλωνται ὑπὸ τοῦ Ἑλληνικοῦ Δημ. σίου.

β) Τὸ πρόγραμμα ἀπαιδεύσεως ἢ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἔργασίας, αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζωνται ἑκάστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τῇ βάσει γενικῶν δημητιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν διπλῶς παρέχηται ἡ δυνατότης εἰς τὸν μαθητεομένον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Ἡ περίοδος ἀπαιδεύσεως θὰ εἶναι κανονικῆς διαρκείας ἐξ μηνῶν, πλὴν ἀντιθέτου ἀμοιβαίας ἵκανον ποιητικῆς συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑπειχύοντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητεομένου θὰ

ὑπόκειται εἰς τὴν ἐγκρισιν τῆς Ἐταιρείας, ἡτις δύναται νὰ ἀρνηθῇ ταύτην, ἐὰν κατὰ τὴν γνώμην της ὁ ὑποψήφιος εἴναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκομένου σκοποῦ. Ἡ Ἐταιρεία θὰ ἔχῃ ὑσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάλησην μαθητεομένου, ἡδη ἐγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφοτέρας διμως τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

#### Αρθρον 18.

##### Λογιστικὰ Βιβλία

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

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν διπλῶς ἐκφράζῃ τὰ ἐκ τοῦ ἔξωτερικοῦ εἰσαχθησόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς δολάρια Η.Π.Α. καὶ διπλῶς τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ἴσολογισμούς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δημως εἰς τῆς Ἐταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς ἀρχὰς Ἑλληνικὰς ἀρχὰς διὰ συντάσσωνται εἰς δραχμὰς διὰ τῆς χρησιμοποίησεως, διὰ τὴν μετατροπὴν εἰς ξένον συνάλλαγμα τῶν ποσῶν, τοῦ κανόνος μετατροπῆς ξένων νομίσματων τοῦ καθοριζομένου ἐν παραγράφοις 8 καὶ 9 τοῦ ἀρθροῦ 13.

#### Αρθρον 19.

##### Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως

Ἡ Ἐταιρεία θὰ ἔχῃ πλήρη, ἀπειρόβιστον καὶ ἀπόλυτον ἐλευθερίαν διοικήσεως καὶ διαχειρίσεως τῶν ἔργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματα τῆς οἰκονομικὰ καὶ ἔργασιῶν, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἔαυτῷ τὸ δικαίωμα διπλῶς ἀνὰ πᾶσαν στιγμὴν, κατὰ τὰς ὥρας ἔργασίας, διὰ τῶν ἀρμοδίων ὄργανων ἐλέγχου τοῦ ἐπιθεωρῆτος τὰς ἔργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς ἐγκαταστάσεις ἔργασιῶν τῆς Ἐταιρείας ἐν Ἑλλάδι, ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἔξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δαπανῶν.

#### Αρθρον 20.

##### Ἐπιστροφὴ

1. Ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον δλας ἢ οἰονδήποτε τμῆμα μιᾶς ἢ ἀπασῶν τῶν ἐρευνητικῶν ἑκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἐταιρείας, μὲ τὸν περιορισμὸν ἐν τούτοις δτι, ἐὰν ἐπιστραφῆ τμῆμα μόνον ἐρευνητικῆς ἑκτάσεως, τὸ τμῆμα τοῦτο δὲν θὰ εἶναι ἔλαπσον τῶν πεντήκοντα (50) τετραγωνικῶν χλιομέτρων.

2. Εἰς οἰανδήποτε στιγμὴν διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἡ Ἐταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἐκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἢ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν ἂς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἐκείνην.

3. Ἄπο τῆς ἡμερομηνίας καθ' ἥν θὰ πραγματοποιηθῇ οἰανδήποτε ἐκουσίως ἐπιστροφή, κατὰ τὰ ἐν παραγράφοις 1 καὶ 2 ἀνωτέρω δριζόμενα, δπαντα τὰ δικαίωματα καὶ ὑποχρεώσεις τῆς Ἐταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφῆσαν ἐρευνητικὴν ἑκτασιν ἥ τμῆμα αὐτῆς ἥ εἰς τὴν ἐπιστραφῆσαν παραχωρήσιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὃσον ἥ Ἐταιρεία θὰ ἔχῃ ἐπιληρώσεις ἀπάσας τὰς ὑποχρεώσεις τῆς τὰς ἀναφερομένας εἰς τὴν ἐπιστραφῆσαν ἐρευνητικὴν ἑκτασιν (ἥ τμῆμα αὐτῆς) ἥ εἰς τὴν ἐπιστραφῆσαν παραχωρήσιν πρὸς

έκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἔκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰουδήποτε ἐκ τῶν τῶν ἀναφερομένων ἐν τῷ ρηθέντι ἄρθρῳ 3 διαρκοῦντος τοῦ δποίου λαμβάνει χώραν ἢ τοιαύτη ἐπιστροφή.

"Ἄρθρον 21.

Πρόστιμα καὶ ἕκπτωσις  
Λύσις τῆς Συμβάσεως διὰ τῆς Λήξεως

Πρόστιμα :

1. Τὸ 'Ελληνικὸν Δημόσιον δύναται, ὅποτεδήποτε διαρκούσῃ τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν ἀλλως προβλέπεται ἐν αὐτῇ, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ ἐπιβάλλῃ ὡς ποινὴ διὰ παράβασιν τῶν δρῶν αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν 'Εταιρείαν δυνάμενα νὰ ἀνέλθουν μεταξὺ Δολλ. Η.Π.Α. 1.000 καὶ μέχρι 5.000 δι' ἑκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποίησεως τῆς 'Εταιρείας 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) ἔως στὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολαρίων Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθοι :

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

β) Μὴ συμμόρφωσις πρὸς τὰς ὑποχρεώσεις ἐργασίας ὡς αὗται ὅριζονται 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 ίκανοτοίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς αὗται ὅριζονται ἐν ἄρθρῳ 12.

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

2. 'Η κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιήται πάραυτα ἐγγράφως εἰς τὴν 'Εταιρείαν καὶ τὸ πρόστιμον θὰ καταβάληται ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον δύμας ἢ 'Εταιρεία δεν ἔχῃ προβῆτις εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμόρφωσεως τῆς ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30ντα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἄνευ καθυστερήσεων καὶ διακοπῶν, πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς παραβάσεως ἢ τῆς μὴ συμμόρφωσεως, ἢ δὲν προσέφυγεν ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν, βάσει τοῦ ἄρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ οὓς τὸ ἐδάφιον γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς τὴν διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

'Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς 'Εταιρείας, αὕτη θὰ δικαιοῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς αὐτὴν τῆς ὀριστικῆς ἀπόφασεως, νὰ σύμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσίς της, ἐντὸς τῆς ὡς δύνω προθεσμίας θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρον καὶ μὴ οὖσαν.

"Ἐκπτωσις :

3. Τὸ 'Ελληνικὸν Δημόσιον θὰ δικαιοῦται κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν νὰ κηρύξῃ τὴν 'Εταιρείαν ἔκπτωτον τῶν δικαιωμάτων τῆς ἐκ τῆς παρούσης συμβάσεως, εἰς τὰς ἀκολουθίους περιπτώσεις :

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

β) Μὴ συμμόρφωσις πρὸς οἰανδήποτε ὀριστικὴν ἀπόφασιν ἀκόδιθσμένην ὑπὸ τοῦ Διαιτητικοῦ Δικαστηρίου τοῦ προβλεπομένου ἐν ἄρθρῳ 26.

γ) Μὴ συμμόρφωσις πρὸς τοὺς περὶ μεταβιβάσεων δρους 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 αὔτη ἥθελε καταστῆ μικροτέρα τῶν δολλαρίων Η.Π.Α. 300.000 ἐξ οἰουδήποτε λόγου ὄφειλομένου εἰς πταίσμα ἢ ἀμέλειαν τῆς 'Εταιρείας ὅποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως.

4. 'Η ἔκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρῳ, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἄπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιωμάτων τῆς 'Εταιρείας εἴτε μόνον εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς 'Εταιρείας ἀναλόγως τοῦ ἀνὴρ μὴ συμμόρφωσις ἢ παράβασις τῆς 'Εταιρείας ἀναφέρεται εἰς διάλογον τὴν σύμβασιν ἢ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις. 'Ἐν περιπτώσει ὅλικης ἔκπτωσεως ἡ σύμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἔκπτωσεως.

5. 'Η ἀπόφασις τοῦ 'Ελληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἔκπτωσιν τῆς 'Εταιρείας ἐκ τινος ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς, θὰ γνωστοποιήται πάραυτα εἰς τὴν 'Εταιρείαν καὶ ἡ ἔκπτωσις θὰ ἴσχῃ μετὰ ἐνενήκοντα (90) ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν δρόν δύμας ὅτι ἡ 'Εταιρεία δὲν ἤρξατο ἐνεργειῶν, καὶ δὲν συνεχίζει ταύτας ἄνευ καθυστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς μὴ συμμόρφωσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἢ δὲν προσέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26, ἐντὸς τῆς εἰρημένης προθεσμίας ἔξαιρουμένης τῆς περιπτώσεως μὴ συμμόρφωσεως πρὸς τὰ καθυστερήσεων ὑπὸ τῆς διαιτησίας χρονικὰ δρια ὡς ἐν ἐδαφίῳ β) τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21 δρίζεται. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχὺν τῆς ἔκπτωσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας διαιτησίας. 'Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς 'Εταιρείας, αὕτη κέκτηται προθεσμίαν τριάκοντα ἡμερῶν, ἀπὸ τῆς κοινοποιήσεως εἰς αὐτὴν τῆς ὀριστικῆς ἀποφάσεως, ἵνα σύμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμόρφωσίς της, ἐντὸς τῆς διαιτησίας περὶ οὓς τὸ παρόντος 2 καὶ 5 τοῦ παρόντος ἄρθρου.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ 'Ποιουργοῦ Βιομηχανίας εἰς βάρος τῆς 'Εταιρείας ἢ διὰ τὴν κήρυξιν αὐτῆς ἔκπτωτου ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων τῆς, ἀπαιτεῖται ἡ προηγουμένη σύμφωνος γνώμης τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένου δὲ ἀντίγραφον ταύτης θὰ διαβιβάζηται εἰς τὴν 'Εταιρείαν ὁμοῦ μετὰ τῆς γνωστοποιήσεως περὶ οὓς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου γνωστοποιήσεις δέονται νὰ πραγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ 'Ελληνικὸν Δημόσιον ἔλαβε γνῶσην τῆς παραβάσεως ἢ τῆς μὴ συμμόρφωσεως τῆς 'Εταιρείας πρὸς τὰς ὑποχρεώσεις τῆς.

Λῆξις

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

β) Κατ' ἔξαίρεσιν τῶν ἐν τῷ προηγουμένῳ ἐδαφ. α) ὁρίζομένων, εἰς ἣν περιπτώσιν ἡ 'Εταιρεία, διαρκούντος τοῦ 5ου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως (δεύτερον ἔτος τῆς ἀναγεώσεως περὶ οὓς 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 αὕται συνεχίζονται εἰσέτι κατὰ τὴν λήξιν τοῦ ρηθέντος 5ου ἔτους, ἡ ἰσχὺς τῆς παρούσης συμβάσεως παρατείνεται αὐτοδικίως μέχρι τῆς ἡμερομηνίας συμπληρώ-

σεως τῶν ἐν λόγῳ ἐργασιῶν καὶ ἀνορύξεως βαθείας γεωτρήσεως ὑπὸ τὴν ἔννοιαν τοῦ ἄρθρου 4 παράγρ. 7, ἢ μέχρι τῆς ἡμερομηνίας παρελεύσεως ἐνὸς ἑξαμήνου (6) ἀπὸ τῆς λήξεως τοῦ ρυθμέντος 5ου ἔτους, οἰασδήποτε τῶν ἡμερομηνιῶν τούτων ἔσται προγενεστέρα.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως εἴτε διὰ λήξεως (παρ. 8 ἀνωτέρω) εἴτε δὲ ἐκπτώσεως (παρ. 3, 4 καὶ 5 ἀνωτέρω) εἴτε δὲ ἐπιστροφῆς (ἄρθρον 20), τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀποζημιώσεως ἢ οἰασδήποτε ἄλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως, ὑπὸ τὴν προϋπόθεσιν πάντως δὲτι πλὴν τῆς περιπτώσεως ὀλικῆς ἐκπτώσεως, ἀπασαὶ αἱ ὑποχρεώσεις τῆς Ἐταιρείας, αἱ συσσυρευθεῖσαι μέχρι τῆς ἡμερομηνίας λύσεως, δέον νὰ ἔχουν ἐπληρωθῆ παρὰ ταύτης περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἔφαρμονῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

\*Ἀρθρον 22.

#### Διάθεσις τῆς Ἰδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰασδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δὲι οἰασδήποτε τῶν ἐν ἄρθροις 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἐταιρείας φρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων ἢ τμήματος τούτων ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὅποιων ἔλλειν τὰ δικαιώματα τῆς Ἐταιρείας, εἴτε παραγόντων ὑδρογονάνθρακας εἴτε μή, μετὰ τῶν κεφαλῶν φρέατων (WELL HEAD) καὶ τῶν ὑποστηρίξεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα, θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἀνεύ ἀποζημιώσεως τινας.

"Απαντα τὰ μὴ παραγωγικὰ φρέατα δέον νὰ κλεισθοῦν (PLUGGED) καταλλήλως ὑπὸ τῆς Ἐταιρείας καὶ δι' ἔξδων αὐτῆς, ἀπαντα δὲ τὰ στρώματα ὕδατος δέον ὡσαύτως νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον. Τὰ παραγωγικὰ φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν δρον δύμως δὲτι ἡ Ἐταιρεία δικαιοῦται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἔγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ἔξοπλισμόν, καθ' ἥν ἐκτασιν τοῦτο δύναται νὰ γίνῃ χωρὶς νὰ παραβλάπτῃ ἢ θέτῃ ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων, ἡ Ἐταιρεία δικαιοῦται νὰ διαβέτῃ ἐλεύθερως καὶ καθ' οἰονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἀλλα δικαιώματα, οἰασδήποτε φύσεως, καθ' δλην τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἰονδήποτε τρόπον λῆξιν ἢ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐάν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἀλλα δικαιώματα εὑρήνται ἐντὸς ἢ ἐκτὸς τῶν ἐρευνητικῶν ἐκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῆς Ἐταιρείας.

3. Ἐὰν δύμως ἡ Ἐταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἀλλα δικαιώματα οἰασδήποτε φύσεως ἐκ τῶν εὑρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δὲι ἀς ἔλλειν τὰ δικαιώματα τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιωμα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκίνητων εἰς τὴν τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἴσχυος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἀς θὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης συμβάσεως, οὐδεμίᾳ πώλησις ἀκινήτων ἀνηκόντων τῆς Ἐταιρεία καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται, ἀνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου. 'Ἐν ἥ περιπτώσει δὲν ἥθελε δοθῆ ἢ ῥηθεῖσα ἔγκρισις, ἢ ἀκίνητος αὐτῇ Ἰδιοκτησίᾳ θὰ περιέρχηται ἀνευ οἰασδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἀμα τῇ λήξει τῆς ἴσχυος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐάν, ὁποτεδήποτε διαρκούσῃς τῆς ἴσχυος τῆς παρούσης συμβάσεως ἢ ἀμα τῇ λήξει ταύτης, ἡ Ἐταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε

ἐφ' δσον τὸ προϊὸν τῆς τοιαύτης πώλησεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἐταιρείας, κατὰ τὴν ἡμέραν τῆς πώλησεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυναπτομένου Πίνακος B) ἢ τυχὸν διαφορὰ εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας τὰ προερχόμενα ἐκ τῆς πώλησεως ὑδρογονανθράκων, διαρκούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἢ πώλησις τοῦ περιουσιακοῦ στοιχείου, καὶ θὰ θεωρῆται, πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως ὡς, ἀκαθάριστον ἔσοδον, εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἔξδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευομένων ἐν διοθρῷ 10 παράγραφος 5 τῆς παρούσης συμβάσεως, ἐφ' δσον ἡ πώλησις αὗτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν ἡ Ἐταιρεία πραγματοποιεῖ τὸ πρώτον ἀκαθάριστον εἰσπράξεις ἐκ τῆς πώλησεως ὑδρογονανθράκων.

'Αντιθέτως, ἐὰν αἱ πρόσδοιοι ἐκ τῆς τοιαύτης πώλησεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορά, εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαθαρίστων εἰσπράξεων τῆς Ἐταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὅποιαν ἐπραγματοποιήθη ἢ πώλησις, ὡς εἰδικώτερον καθορίζεται ἐν παραγράφῳ 1 ἐδ. η') τοῦ συνημμένου τῆς παρούσης Πίνακος B, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἄρθρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. 'Ἐὰν ἡ Ἐταιρεία ἔξακολουθῇ νὰ ἔχῃ περιουσιακὰ στοιχεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἢ ἀκίνητα) ἐν Ἑλλάδι ἢ ἀλλαχοῦ, δύο εἰσέτι ἔτη μετὰ τὴν λύσιν τῆς παρούσης συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἐταιρείας, τὸ προϊὸν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἵσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, νοούμενον δὲτι τὸ ρευστοποιημένον μερόδιον τῆς Ἐταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν οἰωνδήποτε φόρων, ἐμμέσων ἢ ἀμέσων ἢ οἰασδήποτε φύσεως ἢ οἰονδήποτε εἰδους, τελῶν, δασμῶν, κρατήσεων ἢ καὶ εἰσφορῶν ἢ οἰωνδήποτε ἐτέρων εἰδικῶν φορολογιῶν, εἴτε ἐπιβαλλομένων τακτικῶν εἴτε δυναμένων νὰ ἐπιβληθοῦν ἐκτάκτως δι' ὡρισμένους σκοπούς ὑπέρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰονδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν κτηθὲν παρὰ τῆς Ἐταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιώματων αὐτῆς πάσης φύσεως, συμφώνως τῇ παραγράφῳ 2 τοῦ παρόντος ἄρθρου, θὰ μετατρέπηται εἰς δολλάρια H.P.A. εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς δρους τοῦ ἄρθρου 13.

\*Ἀρθρον 23.

#### Μεταβιβάσεις

1. 'Ἡ Ἐταιρεία δικαιοῦται νὰ ἔχωρῃ τὴν παροῦσαν σύμβασιν, ἐν δλω ἢ ἐν μέρει καὶ νὰ μεταβιβάζῃ πάντα τὰ ἐκταύτης δικαιώματα τῆς ὑπὸ δρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς :

α) Εἰς ἐτέραν Ἐταιρείαν ἔλεγχομένην ὑπὸ τῆς ἔχωρητρίας.

β) Εἰς ἐτέραν Ἐταιρείαν, ἔλεγχομένην παρὰ τῆς STANDARD OIL COMPANY OF CALIFORNIA.

γ) Εἰς οἰωνδήποτε ἔτερον τρίτον, ἐν τοιαύτη δμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας, κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἡτις κρίσις θὰ πειριορίζεται μόνον ὡς πρὸς τὸ πρόσωπον, φυσικὸν ἢ νομικόν, τοῦ ἔκδοχέως.

2. 'Ο Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους 'Ἐθνικῆς Ασφαλείας νὰ ἀπαγορεύσῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ἐν παραγράφῳ 1, ἐδάφια α) καὶ β) τοῦ παρόντος ἄρθρου.

3. 'Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ἐν παραγράφῳ 1 ἐδάφια α) καὶ β) ἀνωτέρω δρίζομενα, ἡ Ἐταιρεία θὰ παραμένῃ ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγγύως καὶ εἰς δόλωληρον μετὰ τοῦ ἔκδοχέως, διὰ τὴν ἐπιληρωσιν τῶν δρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

4. 'Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄγω ἐν πα-

ραγράφῳ 1 ἑδ. α), β) καὶ γ) καθοριζόμενα, ἀπασαι, αἱ πραγματοποιηθεῖσαι συμφώνως τῇ παρούσῃ συμβάσει ἐπενδύσεις, δαπάναι καὶ ἔξοδα τῆς Ἐταιρείας καθὼς καὶ τὰ πραγματοποιηθησόμενα ἔσοδα, θά θεωροῦνται ώς τοιαῦτα τοῦ ἐκδοχέως, συμφώνως τῇ παρούσῃ συμβάσει, συμπεριλαμβανομένων τῶν ὑποχρεώσεων ἐπενδύσεως καὶ φορολογίας.

\*Ἀρθρον 24.

#### Ἐφαρμοστέοι Νόμοι

1. Ἡ Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἐταιρείαν διτούσιον γενικὸς ἡ εἰδικὸς Νόμος, ἢ οἰονδήποτε διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἰονδήποτε τρόπον τροποποιήσει τὴν παροῦσαν σύμβασιν ἀνεύ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἐταιρείας.

2. Ἡ Ἐταιρεία καὶ αἱ ἔργασίαι της καὶ ἡ περιουσία της ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκάστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν, πάντως δύμας μόνον μέχρι τοῦ σημείου καθ' ὃ δὲν εὐρίσκονται εἰς σύγκρουσιν πρὸς τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως.

3. Ἐν περιπτώσει τοιαύτης συγκρούσεως, παρούσης ἡ μελλοντικῆς, θὰ κατισχύσουν οἱ δροι καὶ συμφωνίαι τῆς παρούσης συμβάσεως, αἱ δὲ διατάξεις τῶν ὧς ἀνών Νόμων καὶ Κανονισμῶν αἱ συγκρουόμεναι μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως, δὲν θὰ ἔχουν ἴσχυν ὅσον ἀφορᾷ τὴν Ἐταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

\*Ἀρθρον 25.

#### Ανωτέρα Βίᾳ

1. Παράλεψις τῆς Ἐταιρείας διαφέρει τῆς ἐκπληρώσης οἰανδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεών της δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμβάσεως, ἐφ' ὃσον ἡ ὧς ἀνών παράλεψις ὀφείλεται εἰς ἀνωτέρων βίᾳν. Ο δρος οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ περιοριστικῶς, πράξεις τοῦ ἔχθρου, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἔκρηξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἔειγέρεις, στάσεις, ἀπεργίας, οἰανδήποτε κυβερνητικὴν πρᾶξιν ἡ πράξεις οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἡ ζένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἡ ἐνέργειαν, διαφεύγουσαν τὸν ἔλεγχον τῆς Ἐταιρείας. Ἐφ' ὃσον συνεπείᾳ τοιαύτης, ἀνωτέρως βίᾳς καθυστερεῖται ἡ συμμόρφωσις τῆς Ἐταιρείας πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της ἡ ἄσκησις τῶν ἐκ ταύτης δικαιωμάτων της, ὁ χρόνος τῆς διαιρείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἡ ἀσκησιν δικαιωμάτων.

2. Ἔὰν ἡ ρηθεῖσα κατάστασις ἀνωτέρως βίᾳς ὀφειλομένη εἰς μίαν ἡ πλείονας αἰτίας, συνεχίσθη πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως, ἐπὶ ὀφειλέᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων της καὶ ἀπασῶν τῶν ὑποχρεώσεών της ἐκ τῆς παρούσης συμβάσεως, ἐπὶ τῇ τοιαύτῃ δὲ ἐγγράφῳ ἀπαιτήσει, ἡ παρούσα σύμβασις θὰ λύεται. Ἐπὶ τῇ τοιαύτῃ παραιτησεὶ ἡ Ἐταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑποχρεώσεών της πάσσης φύσεως ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ἐκ τῆς παρούσης συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον, ως καὶ ἡ Ἐταιρεία δὲν θὰ διαιτηροῦν οἰασδήποτε ἔναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰασδήποτε τῶν δρων τῆς παρούσης συμβάσεως παρ' ἔκατέρου τῶν συμβαλλομένων μερῶν καὶ θὰ παράσχουν ἀμοιβαίως πλήρη καὶ ἀνεπιφύλακτον ἐγγραφὸν ἀπαλλαγῆν.

\*Ἀρθρον 26.

#### Διαιτησία

1. Ἐξαιρέσει τῶν ἐν παραγράφῳ 2 τοῦ παρόντος ἀρθρου ὁμοένων, πᾶσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας διαιφωνία ἀνακύπτουσα ἐν σχέσει μὲ τὴν παροῦσαν σύμβασιν θὰ λύεται διὰ διαιτησίας κατὰ τὰ ἐν ἀρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἔκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων» σχετικῶς ὁρίζομενα.

2. Προκειμένου, δικαίωση περὶ ἐπιβολῆς τῆς ποιηῆς τῆς ἐκπτώσεως ὡς ἐν ἀρθρῳ 21 ὁρίζεται, ἡ ἀμφισβητήσεων ἀφορῶσῶν διαιφοράν, διενεξίν ἡ διαιφωνίαν, ώς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν δρων τῆς συμβάσεως αἵτινες δύνανται νὰ συνεπάγωνται τὴν ποιηή τῆς ἐκπτώσεως, ώς 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 ἔτερον θὰ γνωστοστοποιηθῇ αὐτῷ τὴν τοιαύτην του ἐπιθυμίαν, θὰ καθορίζῃ ἀκριβῶς τὸ θέματα τῆς διαιφορᾶς, διενέξεως, ἡ διαιφωνίας, θὰ ὁρίζῃ τὸ διαιτητὴν αὐτοῦ, καὶ θὰ καλῇ τὸ ἔτερον μέρος διορίσῃ τὸν δεύτερον διαιτητήν. Ἔντος εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς λήψεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἔτερον μέρος θὰ γνωστοποιήσῃ ἐγγράφως πρὸς τὸ αἴτησμαν τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρελθούσας ἀπράκτου τῆς προθεσμίας ταύτης, ὁ δεύτερος διαιτητής διορίζεται ὑπὸ τοῦ Προέδρου τοῦ Διεθνοῦ Δικαιοστηρίου τῆς Χάρης, ἐπὶ τῇ αἴτησει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν μέρους οἱ οὕτω διορισθεῖσι διαιτηταὶ ὑποχρεοῦνται, ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δεύτερου διαιτητοῦ, ὅπως ἐλέξεισι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητήν, δοτις θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαιοστηρίου. Μή συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἐκλογὴν τοῦ τρίτου διαιτητοῦ ἡ παρελθούσας ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ, προμεσμίας, τοῦτον διορίζει ὁ Πρόεδρος τοῦ Διεθνοῦ Δικαιοστηρίου τῆς Χάρης ἐπὶ τῇ αἴτησει τῶν διαιτητῶν ἡ ἔκατέρου ἐξ αὐτῶν.

Οἱ διαιτηταὶ ὀφείλουσι νὰ ἔκδωσωσι τὴν ἀπόφασίν των ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως πρὸς τὸν τρίτον διαιτητὴν τοῦ διορισμοῦ του. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Οἱ διαιτηταὶ δὲν δεσμεύονται ὑπὸ οἰανδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαιτησίας. Δικαιούνται νὰ ἔξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὅπ' ὅψιν οἰασδήποτε ἀποδεικτικὰ στοιχεῖα.

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

Ἡ ἀρνησις τινὸς τῶν διαιτητῶν διπάς ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

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

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

\*Ἀρθρον 27.

#### Χρῆσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου

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

α) εἴτε συνεπείᾳ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἀρθρῳ 15 ὁρίζομενα,

β) εἴτε βάσει τῶν ἑτέρων διαιτάξεων τοῦ ἀρθρου 15,

γ) εἴτε βάσει οἰασδήποτε συμφωνίας μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιών τῆς Ἐταιρείας, ἡ Ἐταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῆται τῆς ἰδιοκτησίας ταύτης, ώς ἐὰν ἦτο ἡ ἴδια ἰδιοκτητρια αὐτῆς καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰασδήποτε τρίτου.

"Αρθρον 28.

Εύθυνη 'Ελληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως  
Δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν

Τὸ 'Ελληνικὸν Δημόσιον δῆλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν ἔτερον νόμιμον δικαίωμα ἢ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἔρευνητικά δικαιώματα ἔκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἔρευνητικῆς περιοχῆς, ὡς ὁρίζεται ἐν ἄρθρῳ 1, ἐὰν δὲ ἥθελε δικαιωθῆ τοιοῦτον δικαίωμα, τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστεύσῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν 'Εταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς 'Εταιρείας ἔναντι τοιούτων ἀπαίτησεων. Ἐὰν ἐν τούτοις οἰστρήποτε τρίτος ἥθελεν ἐπιτυχῶς διεκδικήσει δικαίωμά τοιαύτην κατὰ τῆς 'Εταιρείας, ἢ ἥθελεν ἀναγνωρισθῆ ὅριστικῶς καὶ τελεσιδικῶς οἰονδήποτε τοιοῦτον δικαίωμα δι' ἀποφάσεως 'Ελληνικοῦ Δικαστηρίου, ἢ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ καταγγείλῃ τὴν παροῦσαν σύμβασιν ἀπαλλασσομένη οἰστρήποτε βάσει ταύτης ὑποχρεώσεως της, τὸ δὲ 'Ελληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν 'Εταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

"Αρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (MARKETING) καὶ Διέλισις  
Διάθεσις εἰς τὴν ἀγοράν :

1. 'Ἐὰν ὁφέποτε, διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως, ἢ 'Εταιρεία ἐπιθυμῇ νὰ ἀποκτήσῃ δικαίωμα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν 'Ελλάδι, παραγομένων παρ' αὐτῆς ἐν 'Ελλάδι, τὸ 'Ελληνικὸν Δημόσιον, ἐπὶ τῇ σχετικῇ αὐτῆσι τῆς 'Εταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὐτῇ τὸ ρήθεν δικαίωμα ὑπὸ δρους οὐχ διλγάτερον εὐνούκον τῶν χορηγηθέντων ἢ χορηγηθησομένων ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου μέχρι τῆς ἡμερομηνίας τῆς ἀνω αἰτήσεως εἰς οἰονδήποτε τρίτον, φυσικὸν ἢ νομικὸν πρόσωπον κεκτημένον τὸ δικαίωμα ἔρευνης ἢ καὶ παραγωγῆς πετρελαιοειδῶν ἐν 'Ελλάδι.  
Διέλισις :

2. α) 'Ἐὰν καθ' οἰονδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως ἢ ὑπὸ τῆς 'Εταιρείας παραγωγὴ ἐγχωρίου ἀργοῦ πετρελαίου φθάσῃ εἰς ἐπίπεδον ὑπερβαίνον τὰς ποσότητας τὰς ὅποιας ἢ 'Εταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἄρθρῳ 12 παρ'. 3 τῆς παρούσης συμβάσεως, αὐτῇ θὰ κέκτηται ὡσαύτως τὸ δικαίωμα νὰ κατασκευάσῃ καὶ ἐκμεταλλεύθῃ διύλιστηριον, ἵνα διύλιση ἐν αὐτῷ τὸ διάπερ δικαιοῦται νὰ ἔξαγῃ ἀργὸν πετρελαιον, καὶ νὰ ἔξαγῃ τὰ ἐκ τοῦ ἀργοῦ τούτου πετρελαιού λαμβανόμενα πετρελαιοειδῆ προΐόντα.

β) 'Ἐὰν ὁποτεδήποτε διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια διύλιστηρια, τὰ ἐφοδιάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἐγχώρια διύλιστηρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ οἰονδήποτε ἄλλου ἀναδόχου τοῦ πογραφεισῶν πρὸ τῆς ἐμπορικῶς ἐκμεταλλεύσιμου ἀνακαλύψεως παρὰ τῆς 'Εταιρείας ἐγχωρίου ἀργοῦ πετρελαίου, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ 'Ελληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν ὅτι ἢ 'Εταιρεία δύναται νὰ προμηθεύῃ ἐπαρκὲς πρὸς τοῦτο ἐγχώριον ἀργὸν πετρελαίου θὰ δίδῃ, καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἄρθρου 12 ὑποχρεώσεων αὐτῆς δικαίωμα προτεραιότητος εἰς τὴν 'Εταιρείαν ἔναντι 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 προγραμμένως κατασκευάσει ἢ 'Εταιρεία διὰ τὴν ἔξαγωγὴν προϊόντων περὶ ἀναδόχου παραγράφου 2 ἢ : (2) ἐφ' ὅσον δὲν θὰ ἔχῃ κατασκευασθῆ τοιοῦτον διύλιστηρίου ἐκ τῆς παραγωγῆς νέου διύλιστηρίου τὸ ὅποιον τὸ 'Ελληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν 'Εταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, ὅσον καὶ πρὸς τὸν σκοπὸν τῆς ἔξαγωγῆς πάσης παραγωγῆς τοῦ διύλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τούτοις, διὰ τὰς διατάξεις τοῦ ἔδαφοιον β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 δικαιώματα τῆς 'Εταιρείας, θὰ γεννηθοῦν μόνον : 1) ἐφ' ὅσον ἢ 'Εταιρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν 'Ελλάδι, ἢ 2) ἐὰν δὲ ἡ 'Εταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν 'Ελλάδι, χωρὶς δικαίωμα νὰ εἶναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἔκεινοι οὔτινες ησαν οἱ πρῶτοι, ἀπαρνηθοῦν ἡ παρακτιθεῖν παντὸς τυχὸν δικαιώματος τῶν πρὸς κατασκευὴν διύλιστηρίου.

δ) 'Ἐν περιπτώσει καθ' ἢ 'Εταιρεία ἔχει τὸ δικαίωμα νὰ κατασκευάσῃ ἢ χρησιμοποιήσῃ διύλιστηριον κατὰ τὰς διατάξεις τοῦ ὧδε ἔδαφοιον β) τῆς παραγράφου 2, τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἢ χρησιμοποίησῃ ὑπὸ δρους καὶ συμφωνίας ἀμοιβαίως συνομολογηθησομένους κατὰ τὴν στιγμὴν καθ' ἢ θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, διὰ οἱ τοιούτοις δροὶ καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν 'Εταιρείαν διλγάτερον εὐνοϊκὸν ἀπὸ τοὺς παραχωρηθέντας εἰς ἔτερα ἐν 'Ελλάδι Διύλιστηρια ἔξαιρουσέν τοῦ 'Ελληνικοῦ Κρατικοῦ Διύλιστηρίου.

ε) 'Ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα διάποτε, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἐσωτερικὴν κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέντος διύλιστηρίου ἢ ἔξι ὑπάρχοντος τοιούτου χρησιμοποιούμενου κατὰ τὰς διατάξεις τοῦ ὧδε ἔδαφοιον β) τῆς παραγράφου 2, δίδῃ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀνάγκας τοῦ τοιούτου Διύλιστηρίου καλύπτουσα ταύτας ἐκ τῆς ἰδίας αὐτῆς παραγωγῆς ἐγχωρίου ἀργοῦ πετρελαίου. (1) καθ' ὃ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διύλιστηρίου προϊόντα διάποτα διατίθενται πρὸς καλύψιν τῶν ἐγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ 'Ελληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν δρόν τοῦ διότι θὰ συνεχίσῃ νὰ ἔκτελῃ μέχρι τοῦ δρίου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παράγραφον 3 τοῦ ἄρθρου 12 τυχὸν ὑποχρέωσιν της μετὰ τὴν ὑπὲρ τοῦ δρίου τῆς διότης αὐτῆς Διύλιστηρίου παραχωρήσιν τῆς τοιαύτης προτεραιότητος πρὸς καλύψιν τῶν ἀναγκῶν τοῦ.

στ) Οὐδὲν τῶν ἐν ἔδαφοιον β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 δρίομένων, ἢ πᾶσα ἄλλη ἐν τῇ παρούσῃ συμβάσει διάτοξις θὰ ἐρμηνεύεται ὡς θέτουσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ τοιούτου δικαιώματος τῆς 'Εταιρείας ἢ τῶν συγγενῶν αὐτῆς 'Εταιρειῶν, ἢ τῶν ὑπὸ αὐτῆς ἰδρυθεισῶν 'Εταιρειῶν νὰ ζητήσουν δικαίωμα διύλισεως ἢ συμμετοχῆς εἰς τὴν ἰδρυσιν Διύλιστηρίων ἐν 'Ελλάδι εἰς πάντα χρόνον.

ζ) 'Ο εἰς τὸ κείμενον τῆς παρούσης συμβάσεως δρός «'Ελληνικὸν Κρατικὸν Διύλιστηριον» θὰ ὑπονοῇ τὸ Κρατικῆς ἰδιοκτησίας Διύλιστηρίου, ἐστω καὶ ἀν τοῦτο ἔξεχωρήθη ἢ θὰ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. 'Απαντα τὰ κατὰ τὸ παρὸν ἄρθρον δικαιώματα τῆς 'Εταιρείας θὰ ἀσκοῦνται εἰτε ὑπὸ αὐτῆς ἢ ὑπὸ συγγενῶν ἢ ὑπὸ αὐτῆς ἰδρυομένης 'Εταιρείας ἢ 'Εταιρειῶν, ὡς ὁρίζεται ἐν ἄρθρῳ 23 τῆς παρούσης συμβάσεως.

"Αρθρον 30.

'Εγγύησις

1. 'Ἡ 'Εταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ 'Ελληνικὸν Δημόσιον (Γενικὴν Διεύθυνσιν Μεταλλείων τοῦ 'Υπουργείου Βιομηχανίας), ἐντὸς δέκα πάντες (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικήν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι, διὰ ποσὸν δολαρίων H.P.A. 300.000. 'Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλήν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπόσας τὰς ὑποχρεώσεις τῆς 'Εταιρείας τὰς ληξιτροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ 'Ελληνικὸν Δημόσιον διὰ περίοδον πέντε ἔτῶν ἀπὸ τῆς ἡμέρας ἴσχυος τῆς Συμβάσεως, ἢ δὲ 'Εταιρεία θὰ ὑποχρεοῦται, ἀνευ ἐτέρας εἰδοποίησεως, νὰ ἀνανεώῃ ἀνὰ πενταετίαν τούλαχιστον τὴν ἐγγύησιν ταύτην κατὰ τὴν διάρκειαν δολοκλήρου τῆς περιόδου ἴσχυος τῆς συμβάσεως καὶ μέχρι λήξεως ἢ λύσεως ταύτης. 'Ἐὰν ἡ νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ 'Ελληνικὸν Δημόσιον ὑπὸ ἀνεγνωρισμένης Τραπέζης ἐν 'Ελλάδι, τέσσαρας (4) μῆνας τούλαχιστον πρὸ τῆς ἐκπνοῆς τῆς ισχυούσης ἐγγυητικῆς ἐπιστολῆς, ἢ παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ισχυούσης ἐγγυητικῆς ἐ-

πιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν διψῇ ἥ ἐν μέρει διὰ ποσὰ ὁριστικῶς πληρωτέα παρὰ τῆς Ἐταιρείας, κατὰ τοὺς ὄρους τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἵνα μῆνα ἀφ' ἡς ταῦτα κατέστησαν ὁριστικῶς πληρωτέα. Ἐὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῇ ὁριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγυήσεως, ταῦτα δύνανται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς ὁριστικοποιήσεως των διὰ τῆς εἰσπράξεως τῆς ἐγγυήσεως, ἐκτὸς ἐὰν ἡ μισθώτρια Ἐταιρεία παράσχῃ ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

Ἐὰν δὲ ὁ οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἥθελε καταστῇ κατώτερον τῶν δολαρίων Η.Π.Α. 300.000, ἡ Ἐταιρεία ὑποχρεούται νὰ συμπληρῷ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὐτῇ κατέστη μικρότερα τῶν δολαρίων Η.Π.Α 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ, ὑπὸ τοῦ ἐδαφίου δ) τῆς παραγράφου 3 τοῦ ἀρθρου 21.

Ἡ ἀνωτέρω ἐγγύησις ἔξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἀνω δρους καὶ ἐν περιπτώσει καθ' ἥν ἥθελε λάβει χώραν ἐκχώρησις, κατ' ἐφαρμογὴν τοῦ ἀρθρου 23 παρ. 1 ἐδάφ. α) καὶ β) τῆς παρούσης συμβάσεως.

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

"Αρθρον 31.

'Απαλλαγὴ ἀπὸ τελῶν χαρτοσήμου

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

"Αρθρον 32.

'Αρχὴ ἴσχυος τῆς παρούσης

1. Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκρίου καταθέσεως τῆς ἐν ἀρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἑξουσίας μεθ' ἥν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τοῦ κυροῦντος ταύτην Νόμου ἀρχεται ἡ ἴσχυς τῆς παρούσης συμβάσεως καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παρούσα σύμβασις ἥθελε κυρωθῆ μὲ τροποποιήσεις ἡ Ἐταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ διοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὕποχρεούται διμως αὕτη νὰ δηλώσῃ ἐγγράφως, ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἔφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυρώσαντος τὴν σύμβασιν ὡς ἐτροποιηθῆ.

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

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

"Αρθρον 33.

Κοινοποιήσεις

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

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

Εἰς Ὅπουργεῖον Βιομηχανίας  
Γενικὴν Διεύθυνσιν Μεταλλείων  
'Αθηναὶ - Ἐλλὰς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν CHEVRON OIL EXPLORATION COMPANY OF GREECE φροντίδι τοῦ Ἱωάννου Ζέπου, Δικηγόρου, ὅδὸς Ἰπποκράτους 7, Ἀθηναὶ, 143, δστις ὁρίζεται ἀντικλητος τῆς Ἐταιρείας ἐν Ἐλλάδι.

Ἐν ἀνακλήσει τοῦ ὡς ἄνω ἀντικλητος τῆς Ἐταιρείας ὑποχρεούται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνοματεπώνυμον καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλητος δστις δέον νὰ είναι κάτοικος Ἀθηνῶν, μέχρι δὲ τῆς τοιαύτης γνωστοποίησεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντικλητον.

"Αρθρον 34.

'Επιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας

Ἡ CHEVRON OIL EXPLORATION COMPANY OF GREECE δηλοῦ, ὅτι ὁ κύριος μέτοχος ταύτης, ἥτοι ἡ STANDARD OIL COMPANY OF CALIFORNIA, κατὰ πρωτοβουλίαν τῆς ὁποίας ὡργανώθη, ἔλαβε πλήρη γνῶσιν τῶν δρων τῆς παρούσης συμβάσεως.

Δι' ἵδιαυτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς σχέδιον αὐτῆς ἀπὸ κοινοῦ καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας καὶ μονογραφηθέντος σήμερον παρὰ τούτων, ἡ STANDARD OIL COMPANY OF CALIFORNIA, ἀναλαμβάνει τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, δπως, ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου, παράσχη καθ' δλην τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως εἰς τὴν CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἡ ἐν περιπτώσει μεταβιβάσεως εἰς τὸ κατὰ τὰ ἐν ἀρθρῳ 23 παρ. 1 ἐδάφια α) καὶ β) τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς δ ἡ μεταβιβάσις, πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοηθείαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς παρούσης συμβάσεως, καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεών της, κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἀνω σχεδιῷ τῆς ἐπιστολῆς ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη CHEVRON OIL EXPLORATION COMPANY OF GREECE, ἀναλαμβάνει τὴν ὑποχρέωσιν δπως παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον ('Ὕπουργεῖον Βιομηχανίας, Γενικὴν Διεύθυνσιν Μεταλλείων) τὴν ἐπιστολὴν ταύτην ἐντὸς δέκα πέντε ἡμέρων ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου, ἡ παρούσα σύμβασις θὰ θεωρῆται ὡς ἀκυρος μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

"Αρθρον 35.

'Εφαρμογὴ τοῦ Ν.Δ. 2687/1953

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχῃ πρὸ τῆς ἐνάρξεως, ἐν πάσῃ περιπτώσει, τῶν ἐν ἀρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 («περὶ ἐπενδύσεως καὶ προστασίας Κεφαλαίων Ἐξωτερικοῦ») προβλεπομένην προστασίαν διὰ τὰ ἐξωτερικοῦ εἰσαχθήσομένα πάσης φύσεως καὶ μορφῆς κεφαλαία, τὰ χρήσιμα ἡ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπὸ αὐτοῦ δριζόμενην διαδικασίαν.

"Αρθρον 36.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον

Πᾶσα ἀπαίτησις διὰ χρηματικὰς καταβολὰς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἐταιρείας κατὰ τοὺς ὄρους 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 Ἐταιρείαν.

Τυχὸν προσφυγὴ τῆς Ἐταιρείας εἰς διαιτησίαν, ἐντὸς τοῦ ὡς ἀνω μηνός, κατὰ τὰς διατάξεις τοῦ ἀρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' δλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἓν

μηνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἐταιρείαν τῆς σχετικῆς δριστικῆς διαιτητικῆς ἀπόφασεως.

”Αρθρον 37.

Καλὴ Ἐκτέλεσις Συμβάσεως

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν δέον δπως διέπωνται ὑπὸ πνεύματος ἀρμονικῆς συνεργασίας καθ' ὅλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως. Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν, ὅτι αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἔργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν ἐν τῷ ἀνωτέρῳ ἀρθρῷ 1 περιγραφομένην θαλασσίαν περιοχήν, ὅτι ἡ παροῦσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ ὅτι δὲν ὑφίστανται ἔτεραι γραπταὶ ἢ προφορικαὶ συμφωνίαι πέραν τῶν δρων τῆς παρούσης συμβάσεως.

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

φωνίας αὐτῶν, συναφθησομένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

”Αρθρον 38.

Ἐγκυρότης Κειμένων

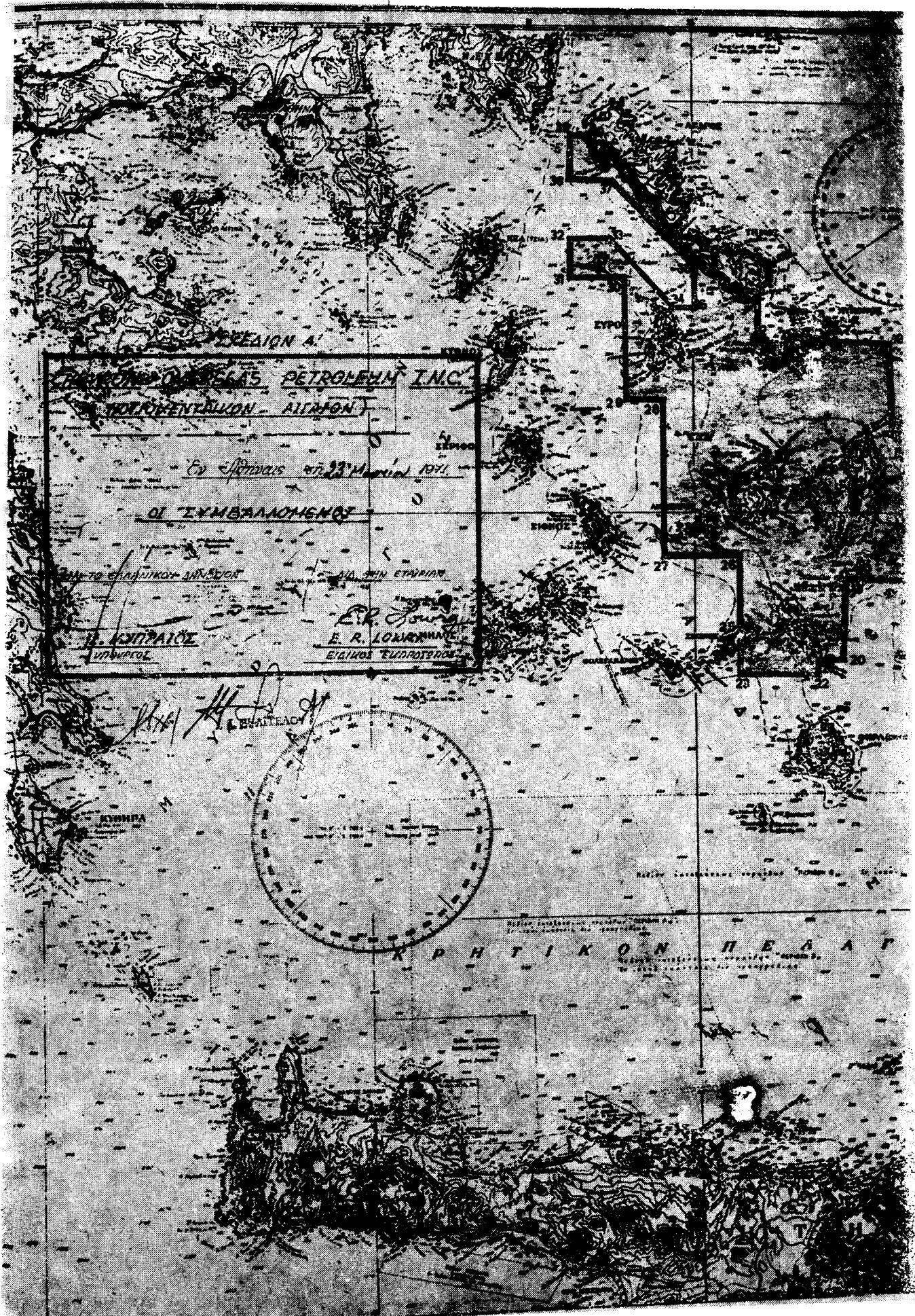
”Η παροῦσα σύμβασις συνετάγῃ εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἴσης ἰσχύος.

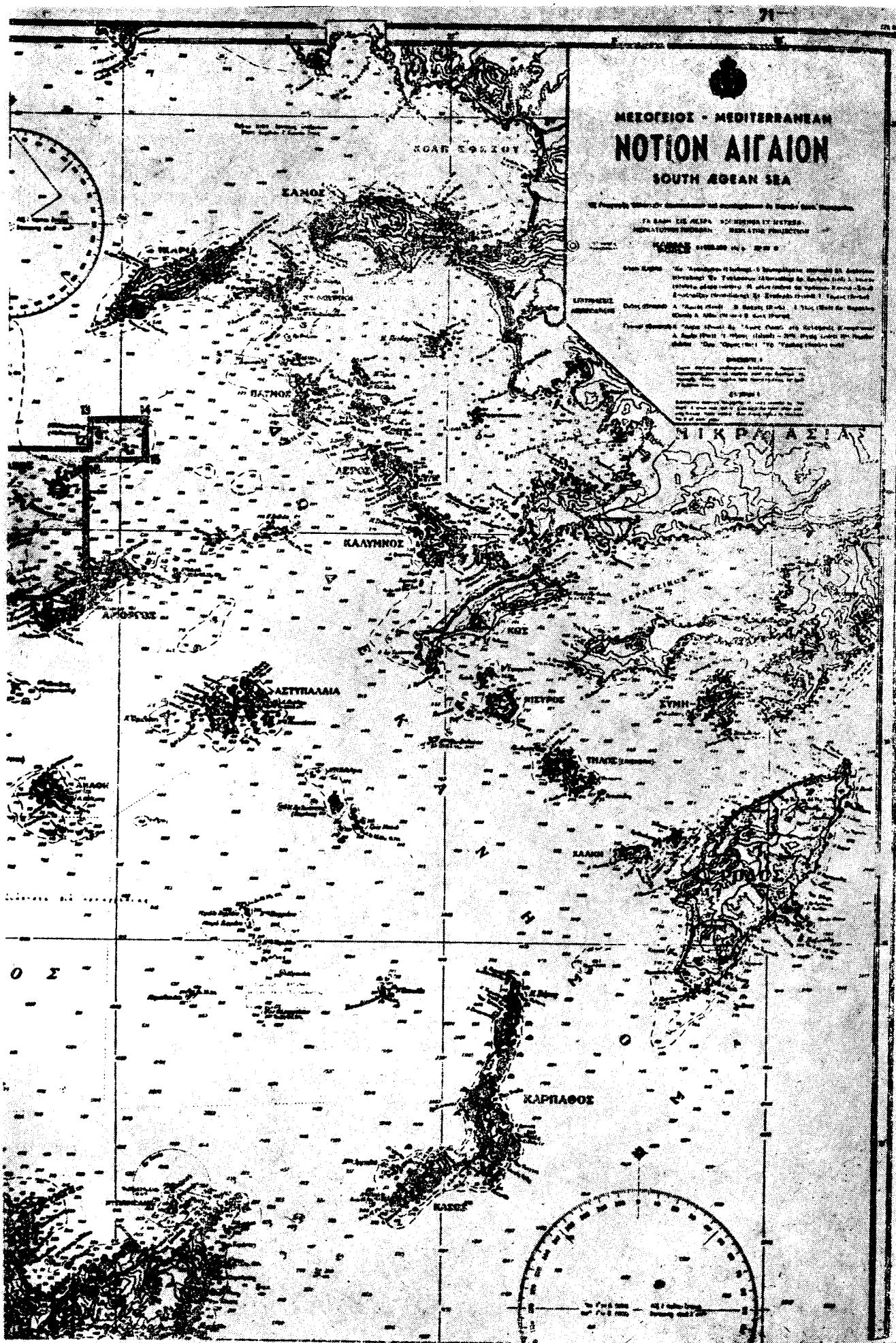
Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παροῦσαν σύμβασιν.

”Ἐν Ἀθήναις τῇ 23 Μαρτίου 1971

Οἱ Συμβαλλόμενοι

Διὰ τὴν CHEVRON OIL  
EXPLORATION COMPANY OF GREECE  
K. ΚΥΠΡΑΙΟΣ EDWIN RUSSELL LOWRY  
”Τύπουργός Βιομηχανίας Εἰδικὸς ἐκπρόσωπος





## ΠΙΝΑΞ Β'.

Κόστος—Εξοδα—Βάρη.

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη, τὰ ἀναφέρομενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 7 τῆς παρούσης συμβάσεως εἰς ἣν σύμβασιν προσαρτᾶται ὁ παρὼν Πίνακ, ἔχουν ὡς ἀκολούθως :

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

β) Διοικητικὰ ἔξοδα, γενικὰ ἔξοδα καὶ ἔξοδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν εἰσφορῶν, τῶν τελῶν διὰ διτλώματα εὑρεσιτεχνίας, δαπανῶν ἀδειῶν καὶ δαπανῶν διὸ ἐρεύνας.

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20 %) κατέτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ώς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τριῶν καὶ ἔν τρίτον τοῖς ἑκατὸν (38,1/3 %) κατέτος τῶν δαπανῶν αἰτίνες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ώς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπανᾶς γεωφυσικῶν ἐρεύνων).

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

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

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

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

ζ) Καταβολαὶ καὶ ἀμοιβαὶ δι’ ὑπηρεσίας ἀλλων, εἴτε :

(1) Ὁφειλόμεναι ἢ πληρωνόμεναι ἀπὸ εὐθείας εἰς τοὺς δικαιούχους, ἢ

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

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

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

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

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

λ) Δαπάναι δι’ ἐρευνητικὰς ἐργασίας καὶ ἄλλοι δαπάναι γεωτρήσεως (ώς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος Πίνακος) ἐφ’ δσον ἢ Ἐταιρεία ἀποφασίσῃ τὴν ἀπόσβεσίν των κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς δροίας ἐπραγματοποιήθησαν, κατὰ τὴν παραγράφῳ 2 τοῦ παρόντος Πίνακος καθορίζομενα.

μ) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαῖα διὰ τὴν ἐργασίαν, ἢς ἡ ἐκπτωσις ἐπιτρέπεται ὑπὸ τῆς ἐκάστοτε Ἐλληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν 'Ανωνύμων 'Ἐταιρειῶν.

2. 'Τὰς δαπάνας δι’ ἐρευνητικὰς ἐργασίας' καὶ ἀλλούς δαπάνας διὰ γεωτρήσεις, ὡς αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς 'Ἐταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως της πρὸς ἀκμετάλλευσιν, θὰ δικαιοῦται ἢ 'Ἐταιρεία, εἴτε νὰ ἐκπίπτῃ, κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς δροίας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. 'Η σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἢ κεφαλαιοποιήσεως των, θὰ λαμβάνηται κατ’ ἔτος παρὰ τῆς 'Ἐταιρείας δι’ ἐκάστην διαχειριστικὴν περίοδον καθ’ ἣν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β' καθορίζομενων διὸ δρος 'Δαπάναι δι’ ἐρευνητικὰς ἐργασίας' θὰ θεωρῆται περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεως του ἢ τὰς σχετικούς πρὸς τοὺς σκοπούς τούτους δαπάνας.

'Ἐν τῇ ἐννοίᾳ τοῦ δροῦ δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι δι’ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι’ ἀλλας ἐγκαταστάσεις ἢ δι’ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωληνᾶς ἐπενδύσεως (GASINGS), ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. 'Αντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δροῦ τούτου θὰ περιλαμβάνωνται δαπάναι σχετικούς πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γρήνας, ἐναερίους ἢ θαλασσίας, ἀπασαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἀλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

'Ο δρος "Αὐλοὶ δαπάναι γεωτρήσεως" θὰ ἐρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην δι’ ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησης, 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 δροῦ δὲν περιλαμβάνονται αἱ δαπάναι δι’ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι’ ἀλλας ἐγκαταστάσεις ἢ δι’ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (GASINGS), ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα κ.λ.π.

'Αντιθέτως, ἐν τῇ ἐννοίᾳ τοῦ δροῦ περιλαμβάνονται αἱ δαπάναι αἱ ἀναφέρομεναι εἰς γεωτρήσεις ἀνατινάξεις διὰ δυναμίτεδος καὶ καθαρισμὸν φρεάτων, κατασκευὴν ὅδων, χωρομέτρησην (γεωλογικὰς μελέταις καὶ τοπογραφικὰς καὶ γεωλογικὰς ἐπιστοπήσεις), προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ χώρων ἀποθηκεύσεως, κατασκευὴν ἀγάρων καὶ ἀλλων ἐγκαταστάσεων ἀναγκαίων διὰ τὴν προπαρασκευὴν ἢ γεωτρήσιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

4. 'Ἐφ' δσον ἢ 'Ἐταιρεία ἀποφασίζῃ ἢ κεφαλαιοποιήσῃ οἰασδήποτε (δαπάνας ἐρευνητικῶν ἐργασιῶν) καὶ (ἀλλούς δαπάνας γεωτρήσεων) κατ’ ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὕτω κεφαλαιοποιουμέναι δαπάναι θὰ ἀποσβένυνται παρὰ τῆς 'Ἐταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων, ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ’ ἣν πραγματοποιοῦνται αὗται.

Ἐν Ἀθήναις τῇ 23 Μαρτίου 1971

Οι Συμβαλλόμενοι

Διὰ τὸ 'Ελληνικὸν Δημόσιον CHEVRON OIL EXPLORATION COMPANY OF GREECE

K. KΥΠΡΑΙΟΣ EDWIN RUSSELL LOWRY  
Υπουργὸς Βιομηχανίας Εἰδικὸς Εκπρόσωπος

## 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, «Re : 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 «dessee», 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 5.900 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 1 at latitude 37° 31' 53" N and longitude 25° 12' 10" E, thence to point 2 at latitude 37° 26' 10" N and longitude 25° 12' 10" E, thence following the west and then the south shoreline and beach of Megali Delos Island up to point 3 at latitude 37° 23' 00" N and longitude 25° 15' 07" E, thence to point 4 at latitude 37° 23' 00" N and longitude 25° 15' 45"

E, thence following the south shoreline and beach of Mikra Delos Island up to point 5 at latitude 37° 23' 00" N and longitude 25° 16' 20" E thence to point 6 at latitude 37° 23' 00" N and longitude 25° 17' 00" E, thence to point 7 at latitude 37° 25' 00" N and longitude 25° 17' 00" E, thence to point 8 at latitude 37° 25' 00" N and longitude 25° 18' 30" E, thence following the south shoreline and beach of Mykonos Island up to point 9 at latitude 37° 25' 00" N and longitude 25° 24' 10" E, thence to point 10 at latitude 37° 25' 00" N and longitude 25° 37' 00" E, thence to point 11 at latitude 37° 11' 30" N and longitude 25° 37' 00" E, thence to point 12 at latitude 37° 11' 30" N and longitude 25° 54' 00" E, thence to point 13 at latitude 37° 16' 00" N and longitude 25° 54' 00" E, thence to point 14 at latitude 37° 16' 00" N and longitude 26° 05' 00" E, thence to point 15 at latitude 37° 10' 00" N and longitude 26° 05' 00" E, thence to point 16 at latitude 37° 10' 00" N and longitude 25° 54' 00" E, thence to point 17 at latitude 36° 53' 00" N and longitude 25° 54' 00" E, thence to point 18 at latitude 36° 49' 00" N and longitude 25° 46' 00" E, thence to point 19 at latitude 36° 49' 00" N and longitude 25° 28' 00" E, thence to point 20 at latitude 36° 37' 00" N and longitude 25° 28' 00" E, thence to point 21 at latitude 36° 37' 00" N and longitude 25° 23' 00" E, thence to point 22 at latitude 36° 35' 00" N and longitude 25° 23' 00" E, thence to point 23 at latitude 36° 35' 00" N and longitude 25° 08' 00" E, thence to point 24 at latitude 36° 39' 50" N and longitude 25° 08' 00" E, thence following the east shoreline of Sikinos Island up to point 25 at latitude 36° 42' 40" N and longitude 25° 08' 00" E, thence to point 26 at latitude 36° 53' 00" N and longitude 25° 08' 00" E, thence to point 27 at latitude 36° 53' 00" N and longitude 24° 54' 00" E, thence to point 28 at latitude 37° 16' 00" N and longitude 24° 54' 00" E, thence to point 29 at latitude 37° 16' 00" N and longitude 24° 47' 00" E, thence to point 30 at latitude 37° 34' 00" N and longitude 24° 47' 00" E, thence to point 31 at latitude 37° 34' 00" N and longitude 24° 37' 00" E, thence to point 32 at latitude 37° 40' 00" N and longitude 24° 37' 00" E, thence to point 33 at latitude 37° 40' 00" N and longitude 24° 45' 00" E, thence to point 34 at latitude 37° 30' 00" N and longitude 24° 56' 00" E, thence to point 35 at latitude 37° 30' 00" N and longitude 25° 00' 00" E, thence to point 36 at latitude 37° 36' 00" N and longitude 25° 00' 00" E, thence to point 37 at latitude 37° 48' 00" N and longitude 24° 45' 00" E, thence to point 38 at latitude 37° 48' 00" N and longitude 24° 37' 00" E, thence to point 39 at latitude 37° 55' 00" N and longitude 24° 37' 00" E, thence to point 40 at latitude 37° 55' 00" N and longitude 24° 41' 45" E, thence following the southwest shoreline of Andros Island up to point 41 at latitude 37° 41' 00" N and longitude 24° 57' 45" E, thence to point 42 at latitude 37° 40' 15" N and longitude 24° 58' 20" E, thence following the southwest shoreline of Tinos Island up to starting point 1 at latitude 37° 31' 53" N and longitude 25° 12' 10" 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 possi-

bility 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
Bring forward	350.000

Brought forward	350.000
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 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 non 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 op-

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 gass 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 prediscovey refineries, which would substantially increase the operating costs of said refinery or prediscovey 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 trans-

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 logging.

(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 résidence 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 wil 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) end 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 Cor-

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.

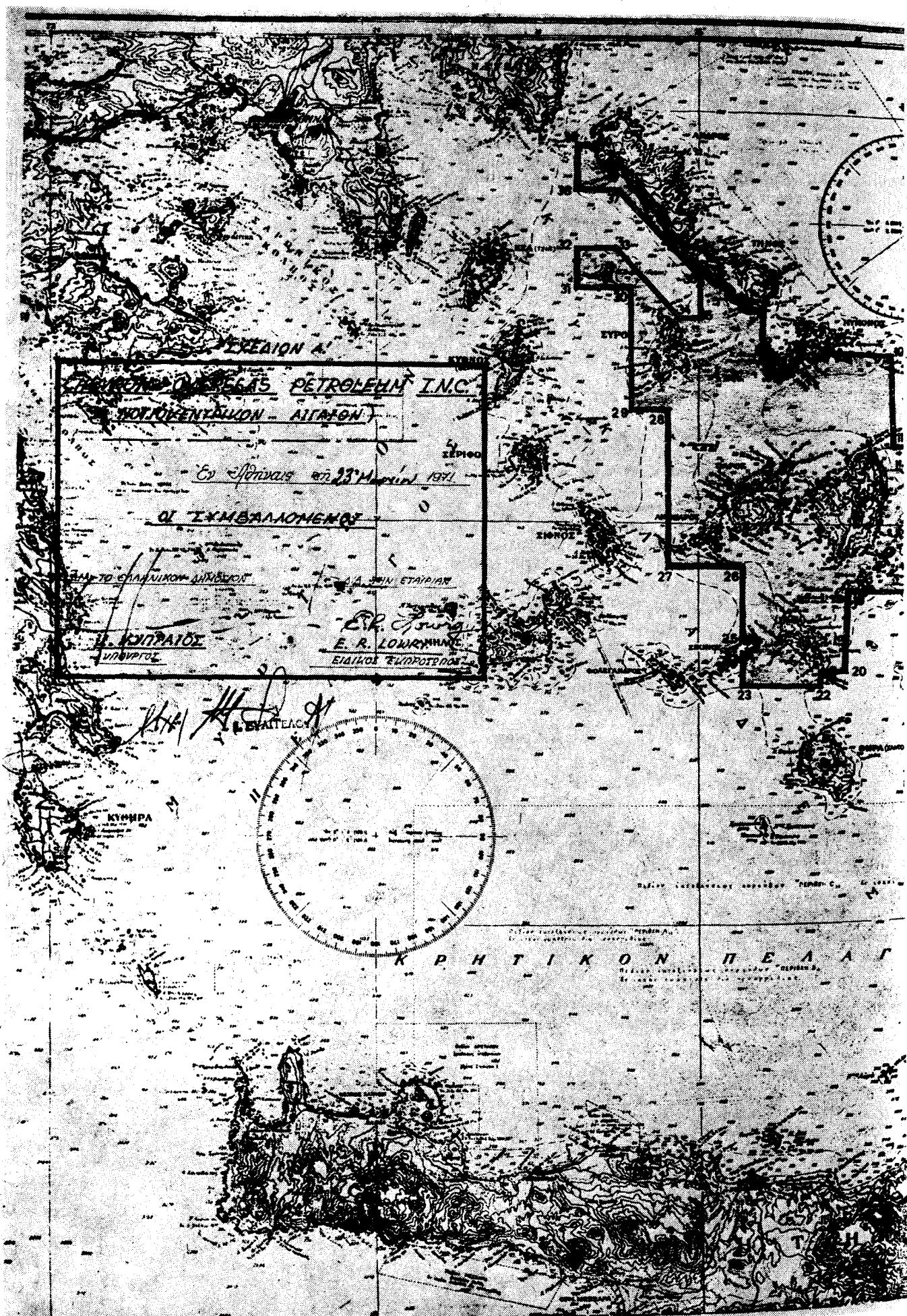
Athens 23rd March 1971

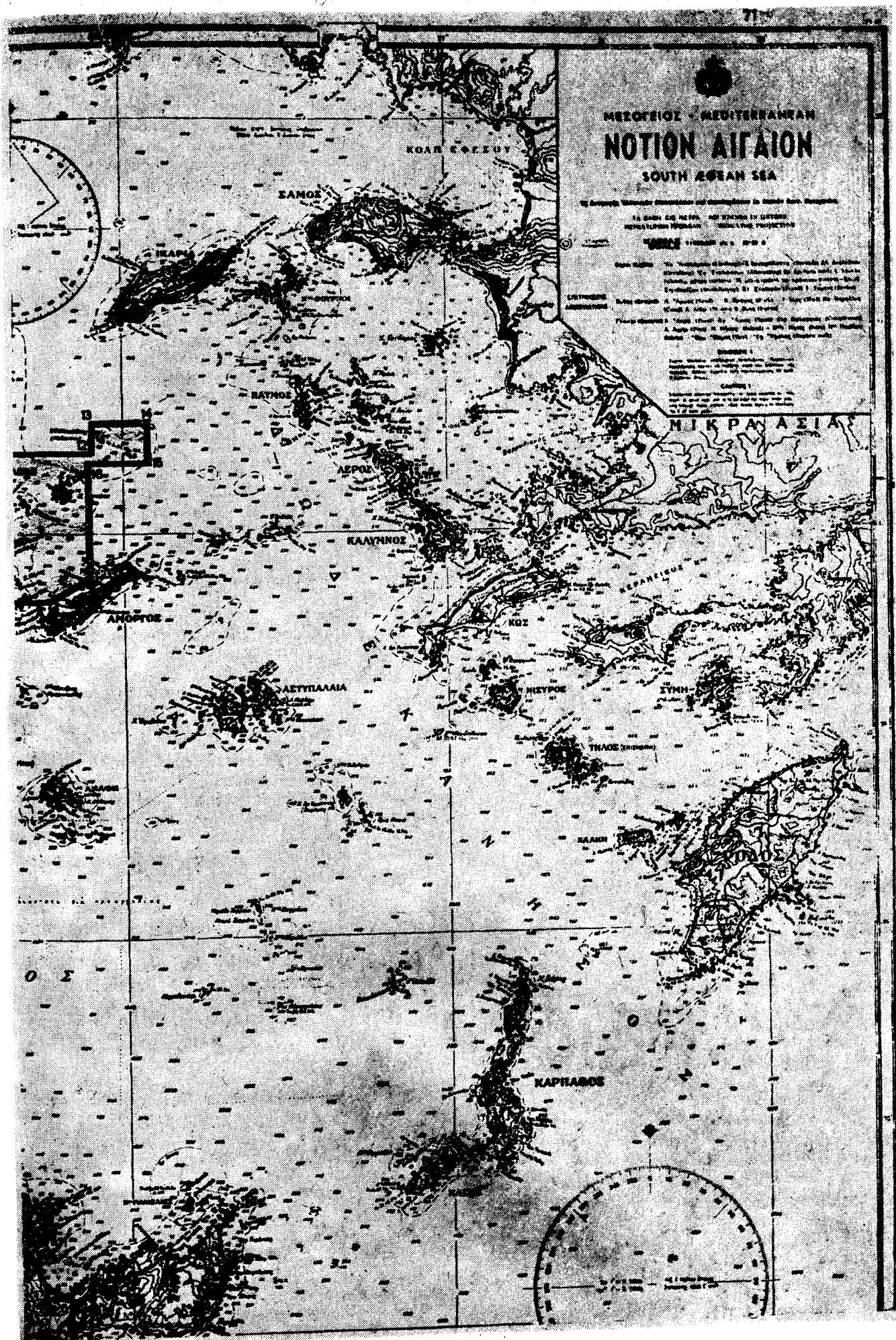
For the Greek State

For Chevron Oil Exploration  
Company of Greece

C. KYPREOS  
Minister of Industry

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