



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΜ. ΑΘΗΝΑΙΣ  
ΤΗΣ 8 ΜΑΐΟΥ 1973

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
99

### ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 1364

Περὶ κυρώσεως τῆς ἀπὸ 22 Ιανουαρίου 1972 Συμβάσεως μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν Νιένβερ τῆς Πολιτείας τοῦ Κολοράντο τῶν Η.Π.Α. ἐδρευούσης Ἐταιρείας ANSCHUTZ OVERSEAS CORPORATION OF GREECE περὶ παραχωρήσεως εἰς τὴν Ἐταιρείαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς χερσαίαν καὶ θαλασσίαν περιοχὴν Λεκάνης Θεσσαλονίκης καὶ Συγγιτικοῦ Κόλπου.

### ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

"Ἄρθρον 1.

Κυροῦται καὶ ἔχει ἰσχὺν νόμου ἡ μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν Νιένβερ τῆς Πολιτείας τοῦ Κολοράντο τῶν Η.Π.Α. ἐδρευούσης Ἐταιρείας ὑπὸ τὴν ἐπωνυμίαν ANSCHUTZ OVERSEAS CORPORATION OF GREECE ὑπογραφεῖσα ἐν Ἀθήναις τῇ 22<sup>η</sup> Ιανουαρίου 1972 Σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὡς ἄνω ἐταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς χερσαίαν καὶ θαλασσίαν περιοχὴν τὴν Λεκάνης Θεσσαλονίκης καὶ τοῦ Συγγιτικοῦ Κόλπου, ὡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται 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 - Βάρη», ἵς τὸ κείμενον ἐν τε τῇ Ἐλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρατίθεται.

"Ἄρθρον 2:

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

Ἐν Ἀθήναις τῇ 10 Μαρτίου 1973

Ἐν Οὐδόμαρι τοῦ Βασιλέως  
Ο ΑΝΤΙΒΑΣΙΛΕΥΣ  
**ΓΕΩΡΓΙΟΣ ΠΑΠΑΔΟΠΟΥΛΟΣ**

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ  
Ο ΠΡΩΘΥΠΟΥΡΓΟΣ  
**ΓΕΩΡΓΙΟΣ ΠΑΠΑΔΟΠΟΥΛΟΣ**

ΟΙ ΑΝΤΙΠΡΟΕΔΡΟΙ

**ΣΤΥΛΙΑΝΟΣ ΠΑΤΤΑΚΟΣ**  
**ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ**

ΤΑ ΜΕΛΗ

ΚΩΝΣΤ. ΠΑΠΑΔΟΠΟΤΛΟΣ, ΙΩΑΝ. ΑΓΑΘΑΙΤΕΛΟΤ, ΦΑΙΔΡΩΝ ΑΝΝΙΝΟΣ - ΚΑΒΑΛΙΕΡΑΤΟΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΤΛΟΣ, ΟΡΕΣΤ. ΓΙΑΚΑΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΚΩΝΣΤ. ΚΑΡΤΔΑΣ, ΙΩΑΝ. ΚΟΤΛΗΣ, ΑΙΓΤΕΛ. ΤΣΟΤΚΑΛΑΣ, ΚΩΝΣΤ. ΠΑΝΑΓΙΩΤΑΚΗΣ, ΝΙΚ. ΓΚΑΝΤΩΝΑΣ, ΙΩΑΝ. ΛΑΔΑΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΒΑΣ. ΤΣΟΤΜΠΑΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους οφραγής.

Ἐν Ἀθήναις τῇ 14 Μαρτίου 1973

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ  
**ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ**

### ΣΥΜΒΑΣΙΣ

ΠΕΡΙ ΠΑΡΑΧΩΡΗΣΕΩΣ ΔΙΚΑΙΟΜΑΤΟΣ ΑΝΑΖΗΤΗΣΕΩΣ ΚΑΙ ΕΚΜΕΤΑΛΛΕΥΣΕΩΣ ΥΔΡΟΓΟΝΑΝΘΡΑΚΩΝ ΕΙΣ ΧΕΡΣΑΙΑΝ ΚΑΙ ΘΑΛΑΣΣΙΑΝ ΠΕΡΙΟΧΗΝ ΛΕΚΑΝΗΣ ΘΕΣ/ΝΙΚΗΣ ΚΑΙ ΣΥΓΓΙΤΙΚΟΥ ΚΟΛΠΟΥ

### ΠΡΟΙΜΙΟΝ

Δοθέντος ὅτι ἐν συνεχείᾳ τῆς ἀπὸ 26 Απριλίου 1971 ἐπιστολῆς τῆς Ἐταιρείας ANSCHUTZ OVERSEAS COR-

PORATION OF GREECE πρὸς τὸ Ὑπουργεῖον Βιομηχανίας τοῦ Βασιλείου τῆς Ἐλλάδος, προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις, μεταξὺ ἐκπροσώπων τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης Ἐταιρείας ANSCHUTZ OVERSEAS CORPORATION OF GREECE σχετικῶς μὲ τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἐλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δοθέντος ὅτι διὰ τῶν ἀνωτέρω διαπραγματεύσεων ἐτέθησαν οἱ βασικοὶ δροισυνομολογηθσομένης συμβάσεως ἀπ' εὐθείας μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης Ἐταιρείας ANSCHUTZ OVERSEAS CORPORATION OF GREECE βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων» καὶ κυρωθησομένης διὰ Νόμου, καὶ

Δοθέντος ὅτι ἡ Ἐταιρεία ANSCHUTZ OVERSEAS CORPORATION OF GREECE Ἐταιρεία νομίμως συσταθεῖσα καὶ λειτουργοῦσα βάσει τῶν Νόμων τῆς Πολιτείας τοῦ Κολοράδο τῶν Η.Π.Α. ἐδρεύουσα ἐν τῇ πόλει NTENBEP τῆς Πολιτείας τοῦ Κολοράδο τῶν Η.Π.Α. ἀνήκει ἐξ ὀλοκλήρου εἰς τὴν Ἐταιρείαν ANSCHUTZ OVERSEAS CORPORATION ἐδρεύουσαν ὥσαύτως εἰς τὴν πόλιν Ντένβερ τῆς Πολιτείας τοῦ Κολοράδο τῶν Η.Π.Α., ἡτις ἀνήκει ἐξ ὀλοκλήρου εἰς τὴν ANSCHUTZ CORPORATION INC ἐνεργοῦσαν κατὰ τοὺς Νόμους τῆς Πολιτείας τοῦ Κάνσας τῶν Η.Π.Α.

### Διὰ ταῦτα

Μεταξὺ :

1. τοῦ Βασιλείου τῆς Ἐλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς τὸ «Ἐλληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ Ἐθν. Οἰκονομίας κ. Γ. Πεζοπούλου, καὶ

2. τῆς Ἐταιρείας ANSCHUTZ OVERSEAS CORPORATION OF GREECE, ἀποκαλουμένης ἐν τοῖς ἐφεξῆς ἡ «Ἐταιρεία» ἢ ἡ «Μισθώτρια» ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου αὐτῆς EVERETT J. ATHENS, ἐνεργοῦντος βάσει εἰδικοῦ πληρεξούσου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἐταιρείας ὑπὸ ἡμερομηνίαν 14 Ἰουλίου 1971 ὥде ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

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

### ”Ἀρθρον 1.

’Αρχικὴ Ἐρευνητικὴ Περιοχή.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἔργων καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἐλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἐταιρείαν ANSCHUTZ OVERSEAS CORPORATION OF GREECE, χερσαίαν καὶ θαλασσίαν περιοχὴν ἐκτάσεως περίπου 5.600 τετραγωνικῶν χιλιομέτρων προσδιοριζομένην καθ' ὅρια δι' ἐρυθρᾶς γραμμῆς ἐν τῷ ἐπισυναπτομένῳ τῇ παρούσῃ Συμβάσει ὑπὸ ἀριθ. 11 ὑπὸ κλίμακα 1:1.000.000 τῆς Ὑδρογραφικῆς τοῦ Ε.Ν. εἰς Γεωγραφικὸν Πλάτος 38°00' Β. ἐκδοθέντος τὸ ἔτος 1952 καὶ τροποποιήθεντος διὰ μεγάλων διορθώσεων μέχρι καὶ τοῦ ἔτους 1956, ἀποκαλουμένου τοῦ λοιποῦ ἐν τῇ παρούσῃ Συμβάσει ΣΧΕΔΙΟΝ (Α), διερρέει τὴν περιοχὴν τῶν συμβαλλομένων μερῶν καὶ ἀποτελεῖ ἀναπόσπαστον μέρος τῆς παρούσης Συμβάσεως.

Ἡ ἐν λόγῳ περιοχὴ διέρεται διὰ πολυγωνικῆς γραμμῆς μεταξὺ τῶν κάτωθι σημείων.

Ἐκ τοῦ σημείου Α ἔχοντος Γεωγρ. πλάτος 40°07'15'' Β καὶ Γεωγρ. μῆκος 24°18'28'' Α, ἐκεῖθεν ἀκολουθοῦντες Βορειοδυτικῶν τὴν διοιγραμμὴν αἰγαλοῦ καὶ παραλίας εἰς σημεῖον Β, ἔχον Γεωγρ. πλάτος 40°17'05'' Β καὶ Γεωγρ. μῆκος 23°41'43'' Α, ἐκεῖθεν εἰς σημεῖον Γ ἔχον Γεωγρ. πλάτος 40°16'47'' Β καὶ Γεωγρ. μῆκος 23°34'10'' Α ἐκεῖ-

θεν εἰς σημεῖον Δ ἔχον Γεωγρ. πλάτος 40°38'08'' Β καὶ Γεωγρ. μῆκος 23°05'30'' Α, ἐκεῖθεν εἰς σημεῖον Ε ἔχον Γεωγρ. πλάτος 40°39'15'' Β, καὶ Γεωγρ. μῆκος 22°58'45'' Α, ἐκεῖθεν εἰς σημεῖον Ζ ἔχον Γεωγρ. πλάτος 40°48'20'' Β καὶ Γεωγρ. μῆκος 22°28'50'' Α ἐκεῖθεν εἰς σημεῖον Η ἔχον Γεωγρ. πλάτος 40°48'00'' Β καὶ Γεωγρ. μῆκος 22°28'50'' Α, ἐκεῖθεν εἰς σημεῖον Θ ἔχον Γεωγρ. πλάτος 40°35'10'' Β καὶ Γεωγρ. μῆκος 22°10'40'' Α, ἐκεῖθεν εἰς σημεῖον Ι ἔχον Γεωγρ. πλάτος 40°00'00'' Β καὶ γεωγρ. μῆκος 22°28'50'' Α, ἐκεῖθεν εἰς σημεῖον Κ ἔχον Γεωγρ. πλάτος 40°01'42'' Β καὶ γεωγρ. μῆκος 22°35'23'' Α, ἐκεῖθεν ἀκολουθοῦντες Βορείως καὶ Ἀνατολικῶς τὴν διοιγραμμὴν αἰγαλοῦ καὶ παραλίας τοῦ θερμαϊκοῦ κόλπου εἰς σημεῖον Λ ἔχον Γεωγρ. πλάτος 40°33'10'' Β καὶ Γεωγρ. μῆκος 22°59'10'' Α, ἐκεῖθεν εἰς σημεῖον Μ ἔχον Γεωγρ. πλάτος 40°33'12'' Β καὶ Γεωγρ. μῆκος 23°05'28'' Α, ἐκεῖθεν εἰς σημεῖον Ν ἔχον Γεωγρ. πλάτος 40°15'35'' Β καὶ Γεωγρ. μῆκος 23°30'00'' Α. Ἐκεῖθεν εἰς τὸ ἐπὶ τῆς Παραλίας σημεῖον Ε ἔχον Γεωγρ. πλάτος 40°14'20'' Β καὶ Γεωγρ. μῆκος 23°44'30'' Α ἐκεῖθεν ἀκολουθοῦντες Νοτιοανατολικῶς τὴν διοιγραμμὴν αἰγαλοῦ καὶ Παραλίας εἰς σημεῖον Ο ἔχον Γεωγρ. πλάτος 40°02'20'' Β καὶ γεωγρ. μῆκος 24°00'58'' Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον Α.

### ”Ἀρθρον 2.

Δικαίωμα ἀνανεώσεως καὶ περιορισμῶν τῆς  
’Αρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. Ἡ ὡς ἀνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν Ἐταιρείαν διὰ περίοδον τριῶν (3) ἑταῖρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

2. Ἐνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ τρίτου ἔτους, ἡ Ἐταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἐλληνικὸν Δημόσιον τοὺς χώρους οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τρίτου ἔτους. Οἱ ἐπιστρέφομενοι οὕτω χῶροι θὰ ἔχουν ἔκτασιν ἵσην πρὸς τὰ 25% τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.

3. Ἐφ' δοσον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις της κατὰ τὴν ἀνωτέρω φρεστίαν, ὡς ἐν ἄρθροις 3 καὶ 4 τῆς παρούσης Συμβάσεως ὁρίζεται, καὶ προέβη εἰς τὰς ἐν τῇ ἀνωτέρῳ παρ. 2 ὑποχρεώσεις τῆς ἐπιστροφῆς, ὡς εἰς τὴν Ἐταιρείαν παραμένων χώρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαίωμα δι' ἐτέραν περίοδον 2 ἑταῖρων (περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 3ου μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως).

4. Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἔξασφαλιζούσας εἰς τὴν Ἐταιρείαν οίκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθῃ ὡς ἐκ τούτου παρὰ τῆς Ἐταιρείας αἴτησις παραχωρητηρίου, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως τούτου, κατὰ τὰ ἐν ἄρθρῳ 21 παράγρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς ὁρίζομενα, πᾶς χώρος κατεχόμενος παρὰ τῆς Ἐταιρείας κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης Συμβάσεως, θὰ ἐπιστρέψεται εἰς τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ παροῦσα συμφωνία θὰ θεωρηται λήξασσα.

5. Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε ἔτη ἴσχυος τῆς παρούσης Συμβάσεως ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παρ. 8 β) σχετικῶς ὁρίζομενα, ἡ Ἐταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς οἰονδήποτε σημεῖον τῆς τότε κατεχομένης παρ' αὐτῆς ἐρευνητικῆς περιοχῆς εἰς ποσότητας ἔξασφαλιζούσας κατὰ τὴν κρίσιν τῆς Ἐταιρείας. τὴν δυνατότητα οίκονομικῶς συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παρ. 1 καὶ 2 ὁρίζομενα, τότε :

α) "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς παρούσης Συμβάσεως ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παραγρ. 8β) τῆς παρούσης Συμβάσεως σχετικῶς ὁρίζομενα, ἡ Ἐται-

ρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς δύοις ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους ἰσχύος τῆς παρούσης Συμβάσεως ἡ τῆς τυχὸν ὡς ἄνω παρατάσεως αὐτῆς. Αἱ περιοχαὶ αἱ δύοις θὰ ἐπιστραφοῦν θὰ εἰναι 50% τούλαχιστον τῆς ἀρχικῆς περιοχῆς.

β) Ἡ Ἐταιρεία θὰ δικαιοῦται μετὰ τὸ πέρας τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως νὰ διατηρῇ καθ’ δλην τὴν διάρκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἀπάσας τὰς ἐρευνητέας περιοχάς, ἃς ἔχει ἡ Ἐταιρεία μετὰ τὰς ἐπιλεγέσας πρὸς ἐπιστροφὴν περιοχὰς κατὰ τὰ ἐν τῷ ἀνωτέρῳ ἐδαφίῳ α) ὁρίζομενα. Ως ἔκ τούτου εἰς ἣν πέριπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν χῶροι ἐντὸς τῆς ἀρχικῆς ἐρευνητέας περιοχῆς, ὡς αὕτη θὰ ἔχῃ τυχὸν περιορισθῆ, κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος ἀρθρου σχετικῶς ὁρίζομενα, καὶ ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου δρους, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία, βάσει τῆς παρούσης παρ. 5 θὰ ἴσοῦται πρὸς τὰ 25% τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου, μεῖον τῶν τυχὸν ἐπιστραφέντων ἐκουσίως, πρὸ τῆς προελεύσεως τῶν 5 ἑτῶν, χώρων, ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, καὶ μεῖον τῶν περιοχῶν διὰ τὰς δύοις ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἔτους καὶ τῆς τυχὸν αὐτοδικαίσς κατὰ τὰ ἄνω παρατάσεως αὐτοῦ, παραχωρήσεις πρὸς ἐκμετάλλευσιν.

6. Ἡ ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2 καὶ 5, ὡς ἄνω, θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἐταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν δρόν διὰ ἕκαστος τῶν ἐπιστρεφομένων κεχωρισμένων χώρων δὲν θὰ εἰναι μικρότερος τῶν 50 τετραγωμματικῶν χιλιομέτρων.

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

Τὰ δρια τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου ἐπιστρεφομένων καὶ παρακρατουμένων χώρων, θὰ προσδιορίζωνται διὰ συντεταγμένων, ἀναφερομένων εἰς τὸ Ἑθνικὸν τριγωνομετρικὸν δίκτυον ἡ διὰ γεωγραφικῶν συντεταγμένων.

### ”Αρθρον 3.

#### ”Τυποχρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς διενέργειαν τῶν ἐρευνητικῶν ἐργασιῶν τῶν προβλεπομένων ὑπὸ τῆς παρούσης Συμβάσεως, καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα :

Δολλ. Η.Π.Α.

1ον ἔτος: Θαλασσία καὶ χερσαία σεισμικὴ ἔρευνα καὶ πᾶσα ἐτέρα γεωλογικὴ ἢ γεωφυσικὴ ἐργασία πρὸς καθορισμὸν τῶν τεκτονικῶν ἀνωματιῶν ..... 150.000

2ον ἔτος: \* Θαλασσία καὶ χερσαία σεισμικὴ ἔρευνα καὶ πᾶσα ἐτέρα γεωφυσικὴ, μηχανικὴ καὶ ἐτέρα συναφής ἐργασία πρὸς καθορισμὸν τῆς προσφόρου θέσεως πρὸς γεωτρήσιν καὶ ἐνδεχομένως ἔναρξιν γεωτρήσεως ἡ ἐργασιῶν γεωτρήσεως ..... 250.000

3ον ἔτος: \* Ερευνητικὴ θαλασσία ἢ χερσαία βαθεῖα γεωτρήσις, κατὰ τὰ ἐν ἀρθρῳ 4 ὁρίζομενα, διὰ γεωτρηπάνου γεωτρητικῆς ἴκανότητος κατ’ ἐλάχιστον 5.000 μέτρων ..... 1.250.000

Εἰς μεταφορὰν ..... 1.650.000

Δολλ. Η.Π.Α.

Ἐκ μεταφορᾶς 1.650.000

4ον ἔτος: \* Ερευνητικὴ θαλασσία ἢ χερσαία βαθεῖα γεωτρήσις, κατὰ τὰ ἐν ἀρθρῳ 4 ὁρίζομενα, διὰ γεωτρηπάνου γεωτρητικῆς ἴκανότητος κατ’ ἐλάχιστον 5.000 μέτρων ..... 1.250.000

5ον ἔτος: Δύο θαλάσσιαι ἢ χερσαῖαι βαθεῖαι διερευνητικαὶ γεωτρήσεις, κατὰ τὰ ἐν ἀρθρῳ 4 ὁρίζομενα, διὰ γεωτρηπάνου γεωτρητικῆς ἴκανότητος 5.000 μέτρων ..... 2.500.000

Σύνολον 5.400.000

Τὸ τὴν προϋπόθεσιν τῆς καταθέσεως τῆς ὑπὸ τοῦ ἀρθρου 30 τῆς παρούσης συμβάσεως ὁρίζομένης ἐγγυήσεως ἡ Ἐταιρεία δύναται ἀπὸ τῆς ὑπογραφῆς ταύτης καὶ πρὸ τῆς κυρώσεως τῆς διὰ Νόμου νὰ ποιήσηται ἔναρξιν τῶν ἐρευνητικῶν ἐργασιῶν, τῶν διριζομένων ὑπὸ τῆς προηγουμένης παραγράφου καὶ ἀναφερομένων εἰς τὰς ὑποχρεώσεις αὐτῆς τοῦ πρώτου ἔτους. Ἐν τῇ περιπτώσει ταύτη τὰ ἐπενδύμενα ποσὰ φέρονται εἰς πίστωσιν τῶν ὑποχρεώσεων τοῦ πρώτου ἔτους.

Ἐὰν ἔξ οίουδήποτε λόγου δὲν ἥθελε κυρωθῆ ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας ἡ παρούσα Σύμβασις, ἢ δὲν ἥθελε δημοσιεύσθη διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως ἡ, κατὰ τὴν κύρωσιν, ταύτης ἥθελον ἐπέλθει τροποποιήσεις δρῶν ἔνεκα τῶν ὅποιων ἡ Ἐταιρεία θὰ ἐδικαιοῦτο ν’ ἀποστῇ διοσχερῶς ἐκ τῆς ἐν λόγῳ συμβάσεως, κατὰ τὸ ἀρθρον 32 αὐτῆς, τὸ Ἑλληνικὸν Δημόσιον οὐδεμίαν ὑποχρέωσιν ἀναλαμβάνει καὶ οὐδεμίαν εὐθύνην φέρει πρὸς ἀπόδοσιν τῶν κατ’ ἐφαρμογὴν τῆς παρούσης παραγράφου, ἐπενδύμενων ποσῶν.

Καθ’ ὅλη τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία, ὅποτεδήποτε, ἔχει τὸ δικαίωμα νὰ καταγγείλῃ τὴν παρούσαν ἀζημίως ἀνευτέρας ὑποχρεώσεως πλήν τῆς ἐκπληρώσεως τῶν ὑποχρεώσεών της τῶν ἀναφερομένων εἰς τὸ ἔτος ἐντὸς τοῦ ὅποιου πραγματοποιεῖται ἡ καταγγελία αὐτῆς.

2. Ἐὰν ἡ Ἐταιρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἀρθρῳ 2 παρ. 5 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ, τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι’ ἐρευνητικὰς ἐργασίας, οὓς παρακρατεῖ μετὰ τὸ πέρας τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

Κατὰ τετρ. χιλ/ρον

Δολλ. Η.Π.Α.

α. Καθ’ ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἔτῶν ..... 900

β. Καθ’ ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν ..... 1.500

γ. Καθ’ ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἔτῶν ..... 2.250

δ. Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν, (ἥτοι μετὰ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως) ..... 3.000

\* Εἰς περίπτωσιν καθ’ ἣν αἱ ἔρευναι κατὰ τὴν διάρκειαν τοῦ πρώτου ἡ τοῦ δευτέρου ἔτους ἐνδεικνύουν, κατὰ τὴν γνώμην τῆς Ἐταιρείας τὸ ἐπιμυητὸν μιᾶς γεωτρήσεως ἢ πλειόνων, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα ἐνάρξεως τοιωτῆς γεωτρήσεως εἰς πάντα χρόνον κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς Συμβάσεως. Ἐν πάσῃ περιπτώσει ἡ Ἐταιρεία θὰ εἰναι ὑπεύθυνος διὰ τὴν ἐκτέλεσιν τῆς ὑποχρεώσεως ἐπενδύσεως κατὰ τὸ πρώτον ἔτος τῆς ἀπαίτουμένης διὰ σεισμικὰς καὶ γεωλογικὰς ἐργασίας. Ἐὰν ἡ Ἐταιρεία θεωρῇ διὰ ἀπεκτήθησαν ἵκαναι γεωφυσικαὶ πληροφορίαι, τὸ ὑποχρεωτικὸν ποσὸν ἐκ τῶν \$ 250.000 διὰ σεισμικὰς καὶ γεωλογικὰς ἐργασίας κατὰ τὸ δεύτερον ἔτος δύναται νὰ διατεθῇ δι’ ἔρευνητικὰς γεωτρήσεις καὶ/ἢ δι’ ἔναρξιν ἐργασιῶν γεωτρήσεως \$ 100.000.

3. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἐταιρείας κατὰ τὰς ἔργασίας τῆς ἐρεύνης καὶ ἔκμεταλλεύσεως βάσει τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τριετῆ περιόδον καὶ τὴν ἐπομένην ἀνανεουμένην τοιαύτην, ὡς ἀναφέρεται αὐτῇ ἐν τῷ ἀνωτέρῳ ἀρθρῷ 2 παρ. 3, ἐπὶ πλέον τῶν ὑποχρεώσεών τῆς δι' ἐπενδυσιν δι' ἔκαστον τῶν ἐτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπομένου ἀνανεωτικοῦ ἔτους ἢ ἐτῶν.

Πᾶν ποσὸν ἐπενδύσμενον παρὰ τῆς Ἐταιρείας κατὰ τὰς ἐρευνητικὰς τῆς ἔργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἰανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος ἀρθρου ὑπερβαῖνον τὰς ρητῶς ἐν αὐτῇ κατονομαζομένας ἐπενδύσεις, διὰ τὴν περὶ ἣς πρόκειται ἔκάστοτε περιόδον θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας τῆς, τῆς ἐπομένης ἢ τῶν ἐπομένων τριετῶν περιόδων.

β) Ἐὰν ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει δι' ἐρευνητικὰς ἔργασίας κατὰ τὸ τέλος ἐνδὸς ἔτους, περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἀρθρου, ἢ μιᾶς τῶν περιόδων περὶ ὧν ἡ παράγραφος 2 τοῦ παρόντος ἀρθρου διαρκουστῶν εἰς τὴν περίπτωσιν ταύτην τῶν ἔργασιῶν ἔκμεταλλεύσεως, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν εἰς ἢ θὰ περιλαμβάνωνται καὶ ἀπασαι αἱ πιστώσεις περὶ ὧν τὸ ἐδάφιον α) ἀνωτέρω, ἢ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοὺς μετρητοὺς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἢ τὴν περιόδον ταύτην καὶ τοῦ πράγματι ἐπενδύθεντος κατὰ τὸ ὕδιον ἔτος ἢ περιόδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεροῦνται διὰ ἀποτελοῦν πλήρη συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντιστοιχαν χρονικὴν περιόδον.

γ) Ἐὰν ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος τοῦ 4ου ἢ 5ου ἐτῶν τῶν περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἀρθρου ἐρευνητικῶν ἔργασιῶν, τὰ κατὰ τὴν παράγραφον ταύτην ἀντιστοιχοῦντα εἰς ἔκαστον τῶν ἐτῶν τούτων ὑποχρεωτικὰ ποσά, εἰς ἢ θὰ περιλαμβάνωνται καὶ ἀπασαι αἱ τυχὸν πιστώσεις ὡς ἐν ἐδαφίῳ α) ἀνωτέρω, καίτοι ἡ Ἐταιρεία θὰ ἔχῃ συμμόρφωθή εἰς τὰς ἀντιστοιχούστας δι' ἔκαστον τῶν ἐτῶν τούτων συμβατικὰς τῆς ὑποχρεώσεις, ἢ Ἐταιρεία θὰ δικαιοῦται νὰ δαπανήσῃ τὴν διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ περὶ οὗ πρόκειται ἔτος καὶ τοῦ πρόσθιτον ἀνόρυξιν προσθέτου ἐρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν παρ. 1 διοίκησιν τεσσάρων), ἥτις δέον νὰ ἔχῃ συμπλῶρωθή μέχρι τοῦ τέλους τοῦ 5ου ἔτους τῶν ἐρευνητικῶν ἔργασιῶν. Ὅποτε τὸν δρόν τῆς προηγουμένης συμφωνίας μετὰ τοῦ Ἑλληνικοῦ Δημοσίου περὶ ἡς ἀνω διαφορὰ θὰ δύναται νὰ ἐπενδύθῃ ὑπὸ τῆς Ἐταιρείας ἐν δλῷ ἢ ἐν μέρει καὶ διὰ τὴν διεξαγωγὴν συμπληρωματικῶν σεισμικῶν καὶ γεωφυσικῶν ἐρευνῶν καὶ ἀναγνωρίσεων.

Ἐὰν κατὰ τὸ τέλος τοῦ 5ου ἔτους ἢ τῆς τοχὸν παρατάσεως αὐτοῦ κατὰ τὰ ἐν ἀρθρῷ 21 παραγρ. 8 σχετικῶς διοίκησιν, τῶν περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἀρθρου ἐρευνητικῶν ἔργασιῶν, ἢ ἀνωτέρω διαφορὰ δὲν ἔχει ἐπενδύθῃ ἐν δλῷ ἢ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδαφίῳ γ) ὅριζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θὰ καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον. Ἡ καταβολὴ αὕτη θὰ ἐνεργῆται ἐντὸς τριμήνου ἀπὸ τῆς λήξεως τοῦ 5ου ἔτους ἢ τῆς τυχὸν κατὰ τὸ ἀρθρον 21 παρ. 8 παρατάσεως αὐτοῦ καὶ θὰ θεωροῦται διὰ ἀποτελεῖ πλήρη συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τῶν 4ου καὶ 5ου ἐτῶν τῆς περιόδου τῶν ἐρευνητικῶν ἔργασιῶν.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἀρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἐταιρείας, εἴτε ἐντός, εἴτε καὶ ἐκτὸς τῆς Ἑλλάδος, οἰασδήποτε φύσεως καταβληθεῖσαν ἢ διεθειούμενην παρὰ τῆς Ἐταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἔργασιῶν τῆς, βάσει τῆς παροῦσης συμβά-

σεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν δργανώσεως, τῶν ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων, συμπεριλαμβανομένων καὶ καὶ τῶν ἀνταλλακτικῶν των, καὶ υλικῶν καὶ προμηθειῶν (ἐξαιρέσει τῶν ὑπὸ ἐδάφιον γ) κατωτέρω ἀναφερομένων) ὑπὸ τὸν δρόν ἐν τούτοις διὰ ἐκ τῶν δαπανῶν δργανώσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν γενικῶν ἐξόδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἀρθρου, ποσὰ ὑπερβαίνοντα τὰ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἐταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἀρθρου, διὰ τὰς ἀστιστοίχους περιόδους.

β) Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῇ παρούσῃ παραγράφῳ 4 ἐδαφίῳ α) διοίκησιν, ὡς δαπάναι δργανώσεως θὰ θεωροῦνται, ἀπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐλ σχέσει μὲ τὴν σύστασιν τῆς Ἐταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισην τῆς παροῦσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἐξόδα διοικήσεως θὰ θεωροῦνται ἀπασαι αἱ δαπάναι τῶν γραφείων τῆς Ἐταιρείας ἐν Βοστώνῃ, ὡς καὶ δαπάναι χρεούμεναι ἢ ἐνεργηθεῖσαι παρὰ τῆς Ἐταιρείας καὶ ἢ ὑπὸ ἐλεγχούμενων ἢ συγγενῶν Ἐταιρειῶν τῆς μητρὸς Ἐταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλάς καὶ διαχειριστικὴν βοήθειαν, πρὸ τὸν σκοπὸν ἐκτελέσεως ηῆς παρούσης συμβάσεως.

Φενικὰ ἔξοδα θεωροῦνται διὰ περιλαμβάνουν :

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

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

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

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

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

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

γ) Ἐὰν ἡ Ἐταιρεία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (RIGS) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης καὶ ἔκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παροῦσης συμφωνούμενα, δυναμένων νὰ φάσουν εἰς βάθος ὡς δρίζεται ἐν ἀρθρῷ 4 παραγράφῳ 4, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ πιστωθῇ τὸν λογαριαστὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἀρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20% τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα), ἐφ' δσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτῆσιον μίσθωμα τοῦ ἀναγκαιούμενος τύπου γεωτρύπανου, δι' ἔκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' δ ἐχρησιμοποιήθη τὸ πρῶτον ἐν Ἑλλάδι τὸ ἀγορασθέν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Ἐὰν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάβου ἢ διὰ γεωτρυπάνου ἐκμισθώμενος τῆς Ἐταιρείας ὑπὸ μετ' αὐτῆς συνεργαζομένου ἢ τρίτου, τότε δλοκλήρου τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἢ δλοκλήρου τὸ μίσθωμα θὰ πιστοῦνται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, δσάκις γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἢ τοὺς τρίτους.

“Αρθρον 4.

‘Ὑποχρεώσεις ἐργασίας.’ Ερευναί.

1. ‘Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ποιήσηται ἔναρξιν γεωληγικῶν ἢ γεωφυσικῶν ἐργασιῶν εἰς τὴν Ἐρευνητικάν αὐτῆς

περιοχήν ἐντὸς τριῶν μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης συμβάσεως, ἀπασα δὲ ἡ Ἐρευνητέα περιοχὴ θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῇ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρώτα δύο ἔτη ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης Συμβάσεως πρὸς τὸν πρωταρχικὸν σκοπὸν διπλῶς δυνηθῇ ἡ Ἐταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεωτρησιν φρεάτων ἐρεύνης.

2. Ὑπὸ τὴν ἐπιφύλαξιν τῆς παραγράφου 1 τοῦ "Ἀρθρου 3 τῆς παρούσης, ἐν βαθὺ ἐρευνητικὸν φρέαρ θὰ ἐκτελεσθῇ καὶ περατωθῇ ἐντὸς 30 μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἵσχυος τῆς παρούσης Συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ δευτέρου μέχρι καὶ τοῦ τέλους τοῦ πέμπτου ἔτους, ἡ Ἐταιρεία ὑποχρεοῦται διπλῶς ἐκρελέσῃ τὰς ὑπὸ τῆς παραγράφου 1 τοῦ "Ἀρθρου 3 προβλεπομένας εἰς ἀριθμὸν βαθείας ἐρευνητικὰς γεωτρήσεις.

4. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φέσῃ εἰς βάθος 5.000 τούλαχιστον μέτρων, ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν διὶς οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὄποιαι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἴκανότητος.

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

6. Ἐὰν συμπληρωθοῦν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἐν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους ἢ τῶν ἐπομένων ἐτῶν.

7. Ὡς βαθεῖα γεώτρησις νοεῖται γεώτρησις βάθους οὐχὶ μικροτέρου τῶν 3.500 μέτρων, μετρουμένου ὑπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου. Πρὸς τὸν σκοπὸν ἐν τούτοις τῆς ἐφαρμογῆς τοῦ παρόντος ἄρθρου, ὡς βαθεῖα γεώτρησις θὰ νοοῦνται καὶ οἱ ἀκόλουθοι τοιαῦται :

α) Οἰαδήποτε γεώτρησις καθ' ἥν ἀνεκαλύψθησαν ὑδρογόνανθρακες εἰς βάθος μικρότερον τῶν 3.500 μ., εἰς ποσότητας, αἱ ὄποιαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἔξασφαλίζουν οἰκονομικῶς σύμφορον ἐμκετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν διὶς ἡ Ἐταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οἰαδήποτε γεώτρησις, καθ' ἥν τὸ γρανιτικὸν ἢ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύψθη εἰς οἰονδήποτε βάθος μεταξὺ 750 καὶ 3.500 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἢ γρανιτικὸν ὑπόβαθρον συνηντίθη εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φέσῃ τὰ 750 μέτρα, ἢ τοιαύτη γεώτρησις θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 3.500 μέτρων, ἀλλας μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ ἐδάφιον α) ἀνωτέρω προβλέπεται, ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου ὑποβάθρου εἰς οἰονδήποτε βάθος ἢ μέχρις διου συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τεσσάρων τούτων γεγονότων ζήθειε προκύψει ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησις διὰ τὴν ὄποιαν τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνοῦν διὶς δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη ζήθειε συνομολογηθῇ πρὶν ἢ ἡ γεώτρησις φέσῃ 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 3.500 μέτρων, ἀλλας μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ ἐδάφιον α) ὡς ἄνω ὅρίζεται, ἢ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ ὑποβάθρου, εἰς οἰονδήποτε βάθος τούτου, ἢ μέχρις διου συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον διορύποθέσεις ἢ μέχρις διου τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνήσουν διὶς περαιτέρω γεώτρησις δὲν δικαιολογεῖται εἰς τὸ φρέαρ τοῦτο, οἰονδήποτε τῶν τεσσάρων τούτων γεγονότων ζήθειε προκύψει ἐνωρίτερον.

δ) Οἰαδήποτε γεώτρησις, καθ' ἥν τὸ γεωτρύπανον θὰ διαπεράσῃ τὸ μειόκανον καὶ θὰ εἰσχωρήσῃ ἐντὸς τοῦ ἡγεμονίου, τούτου ἀποδεικνυομένου παλαιοντολογικῶν, τούλαχιστον εἰς βάθος 300 μέτρων πέραν τῆς βάσεως τοῦ μειόκανον, ὑπὸ τὴν προϋπόθεσιν πάντως διὶς τὸ συνολικὸν διὰ τὴν περιπτώσειν ταύτην, βάθος τῆς γεωτρήσεως δὲν θὰ είναι μικρότερον τῶν 2.650 μέτρων.

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 ἔλασσον τῶν 3.500 μέτρων ἢ 2.650 μ. ἐφ' ὅσον συντρέξουν αἱ προϋποθέσεις τῆς ἀνωτέρω παραγράφου δ). Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φάσει προϋπόθεσιν, ἐντὸς τῶν καθαρισμένων χρονικῶν ὅρίων, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον τὸ ποσόν τῶν δολαρίων Η.Π.Α. 350, δι' ἕκαστον μέτρον, καθ' ὃ ὑπολείπεται τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 3.500 μέτρων ἢ τῶν 2.650 μέτρων ἐφ' ὅσον συντρέχει περιπτώσεις τῶν ἐν τῷ ἐδάφιῳ δ) ἀνωτέρω ἀναφερομένων, Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεωτρήσεις κατὰ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

8. Ἐὰν ἡ Ἐταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰονδήποτε ἐρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονανθράκας καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως τούτου δι' ἐτέρας βαθείας γεωτρήσεως, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου. Ἐὰν ἐν τούτοις τὸ Ἐλληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεύῃ διὶς ἡ ἀνακάλυψις ὑδρογονανθράκων θὰ ἥτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἐλληνικὸν Δημόσιον δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἐταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν δρόνον διὶς ἡ αἴτησις αὕτη θέλει γίνη πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ διὶς περαιτέρω τὸ Ἐλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῆς ἀνακότητος τοῦ γεωτρυπάνου.

Ἡ Ἐταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἄνω αἴτησιν τοῦ Ἐλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολούθους δρους :

α) Ἡ συμπληρωματικὴ γεώτρησις θὰ γίνῃ δαπάναις τοῦ Ἐλληνικοῦ Δημοσίου, διπερ θὰ καταβάλῃ τῇ Ἐταιρείᾳ πᾶσαι δαπάνης τῆς τοιαύτης γεωτρήσεως, συμφώνως πρὸς τὰς ὑπὸ τῆς Ἐταιρείας διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανομένων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπόμενων ἐν τῷ συνημμένῳ τῇ παρούσῃ Συμβάσει Πίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεωτρήσιν μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστοῦ 10%. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργύτερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς Ἐταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

β) Τὸ Ἐλληνικὸν Δημόσιον θὰ ἀναλάβῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεωτρήσεων καὶ τὴν πλήρη εὐθύνη διὰ πᾶσαι ζημιάν ἢ ζηθελον ποσοστῇ ἡ Ἐταιρεία ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεωτρήσεως, ἔξαιρεσι τῶν τυχὸν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς Ἐταιρείας.

γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ζήθειε προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἐταιρείας, συμφώνως τῷ παρόντι ἄρθρῳ, αἱ καθυστερήσεις αὗται προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὄποιων οἰαδήποτε τῶν ὑποχρεώσεων τούτων, δέοντας νὰ εἰχον ἐκπληρωθῆ.

δ) Ἐν περιπτώσει καθ' ἥν ζήθειον ἀνακαλύψθῃ εἰς τὸ ὡς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονανθράκες, εἰς ποσότητας ἔξασφαλίζουσας κατὰ τὴν ἐλευθέραν τῆς Ἐταιρείας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν Ἐταιρείαν ἐκμετάλλευσιν, ἡ Ἐταιρεία θὰ είναι

έχη τότε τὸ δικαίωμα νὰ αἰτήσηται καὶ λάβῃ παραχώρησιν πρὸς ἔκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν, ὡς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως ὅρίζεται, τῆς ‘Ἐταιρείας ὑποχρεωμένης ὡς εἰκός ἐν τῇ περιπτώσει ταύτη νὰ πληρώσῃ τῷ Ἐλληνικῷ Δημοσίῳ τριάκοντα (30) ἡμέρας μετὰ τὴν δήλωσιν ὑπὸ τῆς ‘Ἐταιρείας, ποσόν ἔξικνούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ ὄποιον ἐπλήρωσε τὸ ‘Ἐλληνικὴν Δημόσιον τῇ ‘Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10% ἐτησίως).

Τὰ οὐτώ πληρωνόμενα ποσά, θὰ λαμβάνωνται ὡς δαπάναι τῆς ‘Ἐταιρείας διὰ τὰς ἐν ἄρθρῳ 3 προβλεπομένας ὑποχρεώσεις.

“Αρθρον 5.

Δικαίωμα τῆς ‘Ἐταιρείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἔκμετάλλευσιν.

‘Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. ‘Εὰν καθ’ οἰνδήποτε χρόνον, καθ’ ὃν ἡ ‘Ἐταιρεία διατηρεῖ ἔρευνητικάς περιοχάς, βάσει τῆς παρούσης συμβάσεως, ἀνευρεθῆ εἰς ἔρευνητικὸν φρέαρ, ἀνορυχθὲν παρ’ αὐτῆς εἰς οἰανδήποτε τοιαύτην περιοχὴν, ποσότης ὑδρογονανθράκων ἔξασφαλίζουσα κατὰ τὴν γνώμην τῆς ‘Ἐταιρείας τὴν οἰκονομικῶς σύμφορον δι’ αὐτὴν ἔκμετάλλευσιν τούτων, (εἰς ἐμπορικὴν κλίμακα), ‘Ἐταιρεία μετὰ τὴν ὑποβολὴν πρὸς τὸ ‘Ἐλληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ὡς παραχώρησις» ἢ «παραχώρησις πρὸς ἔκμετάλλευσιν», περιλαμβάνουσαν τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὅρους τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἄρθρου ἔνδεκα (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαιτικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. ‘Απὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὰ ἐν ἄρθρῳ ἔνδεκα (11) τοῦ Ν. 3948/1959 ὁρίζομενα, εἰς τὸ ‘Υπουργεῖον ‘Εθνικῆς Οἰκονομίας τῆς ἐπιλεγείσης περιοχῆς, ἡ ‘Ἐταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ’ αὐτῆς ἐπιλεγείσης περιοχῆς ἢ περιοχῶν.

3. ‘Η μεγίστη ἔκτασις ἔκαστης παραχωρουμένης περιοχῆς θὰ είναι βασικῶς πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, οἰανδήποτε σχήματος, καθοριζομένου παρὰ τῆς ‘Ἐταιρείας.

‘Εὰν ἐν τούτοις ἡ ‘Ἐταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ ‘Ἐλληνικὸν Δημόσιον, διὰ τὸν πιθανὴν ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, τότε ἡ ‘Ἐταιρεία θὰ δικαιοῦται εἰς παραχώρησιν ἔκτάσεως πρὸς ἔκμετάλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἑκατὸν (100) τετρ. χιλιόμετρα.

4. ‘Ο ἀριθμὸς τῶν παραχωρήσεων πρὸς ἔκμετάλλευσιν ὃν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ ‘Ἐταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριοριστος. ‘Έκαστη δὲ νέα γεώτρησις τῆς ‘Ἐταιρείας εἰς ἔρευνητικὸν χώρους ἀνήκοντας εἰς τὴν ‘Ἐταιρείαν, ἀλλὰ κειμένους ἔκτὸς τῶν παραχωρήσεων τῆς πρὸς ἔκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονανθράκας, θὰ παρέχῃ εἰς τὴν ‘Ἐταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατηρησιν νέας παραχωρήσεως, ὑπὸ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

5. ‘Η διάρκεια ἔκάστης παραχωρήσεως πρὸς ἔκμετάλλευσιν θὰ είναι εἰκοσιοκτατῆς (28), ἀρχόμενη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι’ ἔκάστην παραχώρησιν, πρὸς ἔκμετάλλευσιν.

‘Εφ’ ὅσον ἡ ‘Ἐταιρεία συνεμφρώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καὶ ἔκαστον παραχωρήσεις ἔκμεταλλεύσεως, ἡ 28ετὴς αὔτη περίοδος θὰ παρατείνεται αὐτομάτως δι’ ἕτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς ὅρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν ὄρον ἐν τούτοις, διὰ οἰανδήποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς ἔκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμόζωνται καὶ ἐπὶ τῆς παραχωρήσεως ἢ τῶν παραχω-

ρήσεων ὃν παρατείνεται, ὡς ἄνω, ἡ ἰσχύς, ὑπὸ τὸν ὄρον διὰ τροποποίησις τοῦ Ν. 3948/1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

“Αρθρον 6.

‘Υποχρεώσεις ἔκμεταλλεύσεως καὶ παραγωγῆς τῆς ‘Ἐταιρείας

1. ‘Αμα τῇ, κατὰ τὸ προηγούμενον ἄρθρον 5 τῆς παρούσης ὑποβολῆ τῆς προβλεπομένης ἐν ἄρθρῳ ἔνδεκα (11) τοῦ Νόμου 3948/1959 δηλώσεως δι’ ἐπιλεγεῖσαν παρὰ τῆς ‘Ἐταιρείας περιοχήν, αὕτη θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων, χαράξεως ὁρίων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξύ των τοιαύτην ἥτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς ‘Ἐταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδημένα, νὰ ἔξασφαλίζῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατήν ἀπόδοσιν.

2. ‘Υπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς κατωτέρῳ παραγρ. 3 ἡ ‘Ἐταιρεία θὰ διεξάγῃ συνεχῶς παραγωγικὰς ἔργασίας 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 ‘Ἐταιρεία θὰ δύναται νὰ ὑποχρεωθῇ παρὰ τοῦ ‘Ἐλληνικοῦ Δημοσίου διὰ προβῆτος εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἐκάστοτε ὑφισταμένων ἐγκαταστάσεων τῆς, εἰς ρυθμὸν διτοις συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τεχνικῆς.

β) Εἴναι ἐπιβλαβής εἰς τὸν σκοπόν, τῆς ἐν τελευταίᾳ ἀναλύσει, μεγίστης ἀποδόσεως, καὶ

γ) Δὲν είναι οἰκονομικῶς σύμφορος, ήτοι δὲν ἔξασφαλίζει εἰς τὴν ‘Ἐταιρείαν κέρδος.

4. Εἰς περίπτωσιν, καθ’ ἣν τὸ ‘Ἐλληνικὸν Δημόσιον θεωρεῖ διὰ αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς ‘Ἐταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν ταῖς ὑπὸ ἀριθ. 1, 2 καὶ 3 παραγράφοις διατάξεις, τότε τὸ ‘Ἐλληνικὸν Δημόσιον θὰ γνωστοποιῇ τὸντο ἐγγράφως εἰς τὴν ‘Ἐταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τὴν γνωστοποιήσεως ταύτης.

Εἴναι αὐτονόητον διὰ ἐὰν ἡ ‘Ἐταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ ‘Ἐλληνικοῦ Δημοσίου, δύναται νὰ προσφύγῃ εἰς διαιτήσιαν κατὰ τὰ ἐν ἄρθρῳ 26 τῆς παρούσης συμβάσεως ὁρίζομενα, κατὰ τὴν διάρκειαν τῆς ὅποιας ἡ ‘Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιήσῃται ἔναρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

“Αρθρον 7.

‘Επιτρεπόμεναι ἐργασίαι παρὰ τῆς ‘Ἐταιρείας καὶ Περιορισμοί.

1. ‘Η ‘Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικάς καὶ οἰανδήποτε ἔτερων ἔρευνητικὴς ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων, δι’ οἰανδήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικὰς γεωλογικὰς γεωμετρήσεις καὶ ἔρευνητικὰς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν ἔρευνητικῶν ἔκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἔκμεταλλεύσεις εἰς χειρας τῆς ‘Ἐταιρείας βάσει τῆς παρούσης συμβάσεως διαιτούσης τῆς ἴσχυος ταύτης.

2. ‘Η ‘Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσσῃ τὰς ἡμέρας τῆς ὑποβολῆς δηλώσεως καὶ ἐκμεταλλεύσεως καὶ νὰ ἔξορύσῃ τοὺς αὐτῆς ἀνακαλυψθέντας ἀποθέματα ὑδρογονανθράκων, νὰ δονοίγῃ φρέατα ἐκμεταλλεύσεως καὶ νὰ ἔξορύσῃ τοὺς αὐτῆς ὑδρογονανθράκων.

3. ‘Η ‘Ἐταιρεία θὰ δικαιοῦται νὰ ἀποθηκεύσῃ τοὺς ὑπὸ αὐτῆς παραχθέντας ὑδρογονανθράκας, νὰ τοὺς ὑπὸβάλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν, ὡς π.χ. ἀποχωρισμὸς διδατος καὶ ίζημάτων, ἀποθείωσις, ἀποχωρισμὸς 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

δικαιώματα τῆς ἐλευθέρας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεώς των εἰς τὴν ἔγχωριον ἀγοράν, εἴτε διὰ τῆς ἐξαγωγῆς των, τηρουμένων ὅμως τῶν ἐν ἄρθροις 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ἐν τῷ παρόντι ἄρθρῳ δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, 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, ἀγωγοὺς συγκεντρώσεως ἔργοταξίου, ἀγωγοὺς μεταφορᾶς δι' ἀργὸν πετρέλαιον ἢ ἀέρια, διαχωριστάς, ἔγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγομένων ὑπὸ αὐτῆς ὑδρογονανθράκων π.χ. ἔγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἔγκαταστάσεις ἀφαιρέσεως θείου κ.λ.π., δευτερευούσας σιδηροδρομικὰς γραμμάς, ἔγκαταστάσεις ἀποθηκεύσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικοὺς σταθμοὺς καὶ Ἐλληνικοὺς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἔργαστρα, τηλεφωνικὰς ραδιοφωνικὰς ἔγκαταστάσεις καὶ πᾶσαν ἐπέραν ἔγκαταστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἔργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἔγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν ἢ καὶ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἐταιρείας, μόνον ἐφ' ὅσον αἱ ἥδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἐλληνικὸν Δημόσιον ἢ ἄλλην Κρατικὴν Ὑπηρεσίαν τοιαῦται, δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἐταιρείας ἢ ὅταν ἡ χρησιμοποίησί των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἐταιρείαν.

6. Η Ἐταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα, ἀποκλειστικῶς διὰ τὴν εὐδόωσιν τῶν ἔργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως, νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὅποιους κατέχει εἰς οἰανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τῶν Ἀρχηγείων Στρατοῦ καὶ Ναυτικοῦ, τὴν ὅποιαν δὲν θὰ δύνανται ταῦτα νὰ ἀρνηθοῦν ἀνευσοβαροῦ λόγου.

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

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἔγκρισεων, καθιστᾶ ἀδύνατον ἡ καθυστερεῖ ἀνάγκαιως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεών τῆς, πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψις ἐκτελέσεως οἰωνδήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς Ἐταιρείας, δὲν θὰ ἀποτελῇ παράβασιν τῶν ὅρων τῆς παρούσης καὶ θὰ θεωρῆται ὡς περίπτωσις ἀνωτέρας βίᾳς κατὰ τὰς διατάξεις τοῦ ἄρθρου 25 τῆς παρούσης Συμβάσεως.

8. Η Ἐταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης, ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως διενεργῇ ἔκρηξεις δι' ἀεριοβόλου ἢ διὰ χρησιμοποιήσεως ἐτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἐξαιρετικὰς περιπτώσεις καθ' ἀς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατὸν νὰ ἀποδώσουν ἱκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησις ἐκρηκτικῶν ὑλῶν.

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

α) Τὰς σχετικὰς ἔρευνας θὰ δύνανται νὰ παρακολουθήσῃ τὸ Ἀρχηγεῖον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούμενον πρὸς τοῦτο ἔγκαίρως ὑπὸ τῆς Ἐταιρείας.

β) Αἱ ἔργασίαι δὲν θὰ ἐπιφέρουν οὔσιωδεις μεταμορφώσεις ἀκτῶν καὶ βυθῶν τῆς περιοχῆς.

γ) Δὲν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυσιπλοτὰ εἰς τὴν ἐν ἄρθρῳ 1 προσδιοριζομένην περιφέρειαν καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα πρὸς πρόληψιν οἰσασθηπότε βλάβης ὑφισταμένων Γ/Β καλωδίων ἐν τῇ περιφερείᾳ ταῦτη.

δ) Θὰ ἀπαγορευθῶσιν αἱ ἔργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κ.λ.π., τὰ τυχὸν δὲ χρησιμοποιηθήσομενα πλωτὰ μέσα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσσῃ καὶ θὰ φωτοσημαίνονται τὰ ἐντὸς τῆς θαλάσσης χρησιμοποιηθόμενα μέσα, συμφώνως τοῖς κανονισμοῖς.

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα, δέον νὰ παρασχεθῶσιν ἔγκαίρως στοιχεῖα εἰς τὴν Διεύθυνσιν Ὑδρογραφίας τοῦ Ἐλληνικοῦ Ναυτικοῦ (Ε.Ν.) πρὸς ἔκδοσιν τῶν σχετικῶν Ἀγγελιῶν καὶ Παραγγελιῶν τοῖς Ναυτιλούμενοις.

στ) Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὴν Διεύθυνσιν Λιμενικῆς Ἀστυνομίας τοῦ Ὑπουργείου Ναυνιλίας Μεταφορῶν καὶ Ἐπικοινωνιῶν:

(1) Πλήρης στοιχεῖα τῶν χρησιμοποιουμένων πλωτῶν μέσων καὶ νὰ ἐνημερώνῃ ἔγκαίρως περὶ τοῦ κατάπλου τούτων, τὴν οἰκείαν Λιμενικὴν Ἀρχήν ἐφ' ἔκαστη μεταβολῇ.

(2) Πίνακα μετὰ πλήρων στοιχείων τοῦ ἀλλοδαποῦ καὶ ἡμεδαποῦ Προσωπικοῦ, τὸ ὅποιον πρόκειται νὰ χρησιμοποιήσῃ καὶ νὰ ἐνημερώνῃ ἔγκαίρως τὴν οἰκείαν Λιμενικὴν Ἀρχήν ἐφ' ἔκαστη μεταβολῇ.

(3) Τὰ τεχνικὰ χαρακτηριστικὰ τῶν ἴδιων τηλεπικοινωνιακῶν μέσων.

ζ) Ἡ Ἐταιρεία ὑποχρεοῦται ὅπως εἰς περίπτωσιν ἀνεύρεσεως κατὰ τὴν διενέργειαν τῶν ἔρευνῶν οἰουδήποτε ἀντικειμένου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, ἀναστέλλῃ πᾶσαν ἔργασίαν καὶ εἰδοποιήσῃ ἐπειγόντως τὴν ἀρμοδίαν ὑπηρεσίαν Ἀρχαιοτήτων διὰ τὴν λῆψιν ὑπὸ αὐτῆς τῶν πρὸς προστασίαν τῶν διακοπὴν λόγοι, ἀνευ οὐδεμάς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται διτὶ μία τοιαύτη διακοπὴ τῆς ἔργασίας θὰ θεωρηθῇ ὡς προξενθεῖσα ἐξ ἀνωτέρας βίᾳς συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

η) Αἱ ἔργασίαι θὰ ἀπαγορεύονται ἢ θὰ διακόπτωνται ἐκτάκτως, ἐφ' ὅσον ἥθελε κριθῆ ἀναγκαῖον διὰ λόγους ἔθνικῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἔγκαταστάσεις θὰ ἀπομακρίνονται τῆς περιοχῆς, ἔως ὅτου ἐκλεῖδωσιν οἱ προσκαλέσαντες τὴν διακοπὴν λόγοι, ἀνευ οὐδεμάς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται διτὶ μία τοιαύτη διακοπὴ τῆς ἔργασίας θὰ θεωρηθῇ ὡς προξενθεῖσα ἐξ ἀνωτέρας βίᾳς συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

"Αρθρον 8.

Καταβολὴ στρεμματικοῦ φόρου.

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

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

"Αρθρον 9.

Δικαιώματα.

1. Η Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα πέντε ἐπὶ τοῖς ἔκατον (15 %) ἐπὶ πάσης φύσεως ποσότητος παραγομένων καὶ μετρουμένων, κατὰ τὰ ἐν παρόντος ἄρθρου ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὴ βενζίνη) παρ' αὐτῆς κατὰ τὴν διάρκειαν τῶν ἔργασιῶν τῆς, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὑδατος καὶ ζένων στοιχείων.

Αἱ παρὰ τῆς Ἐταιρείας χρησιμοποιούμεναι διὰ τὰς ἴδιας τῆς ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (Repressuring) ἢ ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἔργασιῶν, κυρίως καιόμενα δέρια (flared gas), δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλλωνται τοῖς μετρητοῖς, ἔκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἰδος, ὡς κατωτέρῳ καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἑκάστου ἡμερολογιακοῦ ἔξαμήνου, τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τὴν Ἐταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἢ τμῆμα τῶν δικαιωμάτων του εἰς εἰδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν ἔξαμηνον διὰ τὸ ἀργὸν πετρέλαιον ἢ καὶ τὸ φυσικὸν ἀερίον. Ἀφ' ἣς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποίησε τὴν ἐπιλογήν του εἰς τὴν Ἐταιρείαν, οὐδεμίᾳ μεταβολὴ θὰ είναι ἐπιτρεπτὴ ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἔξαμήνου, πλὴν ἐπιτεύξεως ἀμοιβαίνων ἴκανον ποιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας ἐπὶ τοῦ θέματος τούτου.

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

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

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἰδος δικαιώματά του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἐταιρείας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς δὲ ἀντιστοιχοῦν τὰ δικαιώματα, ἔκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἢ δὲ Ἐταιρεία ὑποχρεοῦται νὰ ἀποθηκεύσῃ ἐπὶ ἀποκλειστικῷ κινδύνῳ τοῦ Ἑλληνικοῦ Δημοσίου, ὥν περιθύεται ὅπως τῆς Ἐταιρείας δὶς οἰανδήποτε ἀπώλειαν ἢ ζημίαν προερχομένην ἐξ ἀμελείας της, εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου της, κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἀνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου, τὸ οὐτωσεὶ εἰς τὸ Δημόσιον παραδοθησόμενον ὡς δικαιώματα ἀργὸν πετρέλαιον. Ἐν περιπτώσει καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἰδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαθέσῃ ἐλευθέρως τοῦτο, ὅπότε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἢ νὰ ἔξακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποθηκευτῶν ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σύν 10%.

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

6. Ἐὰν ἡ Ἐταιρεία εἴναι ἰδιοκτήτρια καὶ ἔκμεταλλεύεται οἰανδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἐταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρις οἰανδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιήσῃ παρὰ τῆς Ἐταιρείας ἔναντι καταβολῆς δαπανῶν πλέον 10%.

Ἡ παροῦσα παράγραφος δὲν θὰ ἔρμηνεθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας νὰ κατασκευάσῃ ἀγωγούς ἢ οἰανδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν δσων τυχὸν ἔχει ἢ ἔκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἐτέρας ἐγκατάστασις μεταφορᾶς, πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τοῦτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ Ἐταιρεία θὰ καταστῇ ἔξαγωγες ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (POSTED PRICE), τὸ καταβλητέον εἰς τὸ Ἑλ-

ληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι Διϋλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἐταιρείαν, ὡς τοῦτο δρίζεται εἰς τὸ δρόμο. 12 παρ. 9α).

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

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (GAZOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου δρου τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς ν ἀντιστοιχεῖ ἢ πληρωμὴ δικαιωμάτων, μείον ἐξόδων βιωμηχανοποιησεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου εἰς τὸ σημεῖον παραδόσεως.

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

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται καθ' ἔκαστην ἔξαμηνίαν ἐντὸς τοῦ Ἱανουαρίου καὶ Ἰουλίου ἔκαστου ἔτους.

"Ἀρθρον 10.

Φόροι.

1. Ἡ Ἐταιρεία ὡς καὶ οἱ διάδοχοι πρὸς οὓς ἔχεις μεταβιβάσει τὰ δικαιώματά της κατ' ἐφαρμογὴν τοῦ δρόμου 23 τῆς παρούσης θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος Ἀγωνύμων Ἐταιρειῶν έτοις παγίου συντελεστοῦ 50% ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὄριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος δρόμου, οἰσθήποτε καὶ ἂν είναι ὁ συντελεστὸς ὁ ἔκαστοτε ὑσχύλων διὰ τὰς ἀλλας Ἐταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ παρόντος τοῦ φόρου, τοῦ ὑπολογίζομένου συμφώνως πρὸς τὸ παρόν, θὰ ἀφαιρῆται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἰδος, δυνάμει τοῦ δρόμου 9 τῆς παρούσης συμβάσεως καὶ, ἀπὸ τοῦ χρόνου καθ' ὃν ἡ Ἐταιρεία κτάται καθαρὸν κέρδος, ἐκ τῆς παραχωρήσεως, τὰ ποσὰ τοῦ στρεμματικοῦ φόρου συμφώνως τῷ δρόμῳ 8 τῆς παρούσης συμβάσεως, ἐπὶ τῷ σκοπῷ δπως εὑρεθῇ τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος, τὸ δποῖον θὰ καταβληθῇ ὑπὸ τῆς Ἐταιρείας διὰ τὴν ἀντιστοιχον διαχειριστικὴν περίοδον. Συμφωνεῖται δτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ δρόμου 9 τῆς παρούσης συμβάσεως, δέον νὰ καταβάλλωνται ἐπὶ οἰανδήποτε παραγωγῆς ὑδρογονανθράκων, ἀσχέτως ἔὰν αἱ ἐργασίαι τῆς Ἐταιρείας ἀποφέρουν κέρδος ἢ ζημίαν. Συμφωνεῖται περαιτέρω δτι τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ βάρη, ὡς ταῦτα ἀναφέρονται ἐν δρόμοις 9 καὶ 10 τῆς παρούσης συμβάσεως, θὰ παραμείνουν ἀμετάβλητα καθ' δλην τὴν διάρκειαν τῆς συμβάσεως ταύτης καὶ δτι ἡ ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος, θὰ παραμείνῃ ὡσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως, ἡ δὲ Ἐταιρεία, ἐν δψει τῆς ἀναληφθείσης ταύτης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοὶ δτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ καὶ μεταγενεστέρως, οὐδεμίαν προτίθεται νὰ προβάλλῃ ἀντίρρητον ἢ ἀμφισβήτησην ὡς πρὸς τὸ ποσοστόν ἐκ 50%, ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ἀνωτέρω, ἀποδεχομένη κατὰ πᾶσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ίσχυν τῆς ρήτρας ταύτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν τῇ ἀνωτέρῳ παρ. 1, ἀναγνωρίζεται ὡς ἔκπιπτέον συμφώνως πρὸς τὸ Ν.Δ. 2548/1953 τὸ κυρώσαν 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 καταβληθησόμεναι 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 παραγραφὸν 1 ὡς ἀνωτέρω.

3. Ἐξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων, τοῦ προσλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (στρεμματικός), τῶν δικαιωμάτων τῶν προθλεπομένου εἰς τὸ ἄρθρον 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προθλεπομένου εἰς τὴν παρ. 1 τοῦ παρόντος ἄρθρου, ἡ Ἐταιρεία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰαδῆποτε μηχανήματα, ἀνταλλακτικά. ἐξαρτήματα, ἐργαλεῖα καὶ υλικὰ παντὸς εἴδους τὰ εἰσαγόμενα ἐκ τοῦ Ἑξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἴδους) ὡς καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραγομένων ὑδρογονανθράκων, ἐξαιρουμένων τῶν διϋλισμένων προϊόντων οἰασδήποτε φύσεως θὰ ἀπαλλάσσωνται πάντος φόρου, ἀμέσου ἢ ἐμμέσου, παντὸς εἴδους καὶ φύσεως δασμῶν, τελῶν, δικαιωμάτων, κρατήσεων, τελῶν χαρτοσήμων ἢ εἰσφορῶν ἢ πάσης ἑτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδίκους σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε Ἑλλάδος.

Ἡ παρούσα σύμβασις καθὼς καὶ οἰαδῆποτε ἡ σύμβασις βάσει ταύτης, ἢ ὅποια ἥθελεν ὑπογραψῆ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων, ἐξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιοχῆς τῆς περιγραφομένης ἐν ἄρθρῳ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοπούς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς δρελός 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 δρια δικηγορικῶν ἀμοιβῶν, δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὅποιοι παρέχουν ὑπηρεσίας σχετικάς πρὸς τὴν παρούσαν σύμβασιν.

Αἱ ἀκάστοτε ἴσχυούσαι ἀμοιβαὶ συμβαλλοιγράφων διὰ τὴν κατάρτισιν οἰασδήποτε συμβάσεως, σχετιζομένης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ ὑποθηκοφυλάκων, ἐμμίσθων ἢ ἀμίσθων, διὰ τὴν τυχὸν μεταχραφὴν τούτων, ὡς καὶ τῆς παρούσης, ἐπ' οὐδενὶ λόγῳ εἶναι δυνατὸν νὰ ὑπερβῶσι δι' ἔκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι ἢ συνεταῖροι τῆς Ἐταιρείας, ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἢ διαμένουν εἰς τὸ Ἑξωτερικόν, ἀπαλλάσσονται, ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἐταιρείας, παντὸς φόρου, τακτικοῦ ἢ ἐπιβληθέντος δι' εἰδίκους σκοπούς, τελῶν, κρατήσεων, ἢ δλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἢ τρίτων, λόγῳ τῆς ἰδιότητός των ὡς μετόχων ἢ συνεταίρων τῆς Ἐταιρείας.

5. "Απασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἐταιρείας, αἱ σχετικαὶ μὲ τὴν ὄργανωσίν της καὶ τὰς ἐργασίας της κατὰ τὴν παρούσαν σύμβασιν, ἐντὸς ἢ ἔκτος Ἑλλάδος, αἴτινες θέλουσι λάβειν χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς παλήσεως ὑδρογονανθράκων, 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 ὅποιας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

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

Τὸ οὕτω προκύπτον ἀποτέλεσμα, ἐὰν ἐξακολούθῃ νὰ ἐμφανίζῃ ζημίαν, θὰ ἄγγηται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιηται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. "Η ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις διου προκύψῃ καθαρὸν κέρδος ἢ λήξη ἢ παροῦσα σύμβασις. "Η Ἐταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας δις ἥθελεν ὑποστῆ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ δρου «καθαρὰ κέρδη» τῆς Ἐταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἀκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἀτίνα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθάριστων ἐσόδων τῆς Ἐταιρείας, τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐν γένει διὰ τῶν ὅποιων ἐπεβαρύνθη ἡ Ἐταιρεία λόγῳ τῶν ἐργασιῶν τῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἀν αὗται προέκυψαν 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 ἡ ἐκπτωσίς των θὰ ἐπιτρέπηται ἀνεξαρτήτως ἴσχυοντων ἢ μελλόντων νὰ ἴσχύουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἐκπτώσεις. Αἱ ἔκτος Ἑλλάδος δαπάναι μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικήν κλίμακα ἐκμεταλλεύσεως, περὶ ὃν ὑπὸ ἔδαφια α) καὶ β) κατωτέρω, δὲν δύνανται νὰ ὑπερβοῦν ποσοστὸν 10% ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἐταιρείας ἐντὸς τῆς Ἑλλάδος :

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

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραγράφῳ 1 α) τοῦ Πίνακος B καὶ αἱ δαπάναι παλήσεως ὡς ἐν παρ. 1 δ) τοῦ Πίνακος B, αἱ διοῖαι πραγματοποιοῦνται ἔκτος Ἑλλάδος διὰ λογαριασμὸν τῆς Ἐταιρείας ὑπὸ ἐτέρων Ἐταιρειῶν, αἱ διοῖαι ἐλέγχονται ἀπ' εὐθείας ἢ ἐμμέσων ὑπὸ τῆς ANSCHUTZ CORPORATION INC. ἢ ὑπὸ ἐτέρων συγγενῶν Ἐταιρειῶν.

Εἰς τὰς ὡς διαφοραὶ δαπάναις, ἐπιβαρύνσεις καὶ ἔξοδα, δὲν θὰ περιλαμβάνονται τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα. Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς παλήσεως ἐξορυσσομένων ὑδρογονανθράκων. "Η τιμὴ ἀργοῦ πετρελαίου παληγέντος δι' ἐξαγωγῆς θὰ είναι ἡ πράγματι χρεούμενη τιμὴ FOB ἀκραίον παραβαλλάσσοντος ἀποθηκευτικὸν χῶρον. "Ακαθάριστα ἔσοδα δι' ἐγχωρίους παλήσεις ἀργοῦ πετρελαίου θὰ είναι τὰ πραγματικὰ ἔσοδα. "Ο καθορισμὸς τῶν ἀκαθάριστων ἔσδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἐξόδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνοῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἥν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς είδος, κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, συμφώνως τῷ ἄρθρῳ 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ.

Εἰς τὴν παροῦσαν σύμβασιν ἐπισυνάπτεται Πίναξ Β. δοστις δεόντως ὑπογραφεὶς παρ' ἀμφοτέρων τῶν μερῶν, ἔμφανεν τὰ κατὰ τὴν παροῦσαν 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, ἥτις θὰ διαρκῇ ἐν ἡμερολογιακὸν ἔτος.

β) Ὁ ἔλεγχος τῶν βιβλίων τῆς Ἐταιρείας θὰ διενεργηθεῖ συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς ἐν Ἑλλάδι Νομοθεσίᾳ.

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

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανυομένης διαχειριστικῆς περιόδου, ἵσχουσαι ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιψυλασσομένων ὅμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἡ κατὰ ἔξαμην τῶν ὑπὸ τῶν ἀνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἐταιρείας ὑποχρεούμενης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἐκάστοτε ληξάσης διαχειριστικῆς περιόδου.

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

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

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

#### Ἄρθρον 11.

Ἐπισαγγελή - ἔξαγωγὴ μηχανημάτων, ἔξοπλισμοῦ καὶ ὑλικῶν.

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἔξωτερικοῦ καὶ νὰ μεταχειρίζεται διὰ τὰς ἔργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, πάντα τὰ μηχανήματα καὶ ἔξοπλισμόν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰασδήποτε ὑλικά, οἰασδήποτε φύσεως, τὰ ὄποια κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἰναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἔργασιῶν της. Ἡ παροῦσα σύμβασις ἐπέχει θέσιν οἰασδήποτε ἀναγκαίας ἀδείας, ἀπαιτούμενης εἰς ἐκάστην περίπτωσιν, διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἔξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικά καὶ ὑλικά οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, σκαφῶν θαλάσσης, φορέων (plat - form) εἴτε αὐτοκινούμενῶν εἴτε ὄχι, εἰς τὰ ὄποια ἔχουν στερεωθῆ μηχανήματα, δργανα, γερανοὶ ἢ οἰασδήποτε ἄλλα ἔξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἔργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τέλοιστζίτες ἡ ἀντίστοιχα ὀχημάτα παντὸς εἰδούς εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἔξ (6) κατὰ τὴν ἐναρξίν τῶν ἔργασιῶν καὶ μετέπειτα ἐν δι' ἔκστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς πάντων τῶν λοιπῶν φόρων, εἰσφορῶν καὶ τελῶν χαρτοσήμου, καὶ τῶν ὑπὲρ τρίτων εἰσπραττομένων κατὰ τὴν εἰσαγωγὴν φόρων.

3. Ἡ Ἐταιρεία θὰ εἶναι ἐλευθέρα νὰ ἔξαγάγῃ καθ' οἰονδήποτε χρόνον ὅλα τὰ μηχανήματα ἔξοπλισμοῦ, σκάφη θαλάσσης, φορεῖς (plat - form) καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε φύσεως αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου, ἐκτὸς ἐάν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως θεσπίζουσιν ἄλλως καὶ αἱ τοιαῦται ἔξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰασδήποτε ἰδιαιτέραν ἔξουσιοδότησιν ἢ ἀδειαν, δι' ἐκάστην περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰασδήποτε φόρων ἔξαγωγῆς, δασμῶν ἢ ἄλλων φόρων, τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἡ περιπτώσει ἡ Ἐταιρεία πωλήσῃ ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὄποια εἰσήγαγε συμφώνως πρὸς τοὺς ὄρους τοῦ παρόντος ἄρθρου, χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἴσχυούσῃ τότε Νομοθεσίᾳ, δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἐταιρείαν, ἐάν ἡ πώλησις ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην τιὰ Ἐταιρείαν, ἢ ἐργολάβον οἱ ὄποιοι ἀπολαμβάνουν τῶν ἰδίων προνομίων ὡς ἡ Ἐταιρεία βάσει τῶν διατάξεων τοῦ παρόντος ἄρθρου.

#### Άρθρον 12.

Ἐγχώριος κατανάλωσις καὶ ἔξαγωγαί.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν δτὶ διὰ πρωταρχικὸς σκοπὸς τῆς παρούσης συμβάσεως εἶναι δὲ φοδιασμὸς τῆς ἐγχωρίου ἀγορᾶς δι' ἐγχωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οίκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

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

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἐναρξίν παραγωγῆς ἐν Ἑλλάδι ἀργοῦ πετρελαίου εἰς ἐμπορικὴν κλίμακα, ὡς ὄριζεται ἐν ἄρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία ὑποχρεοῦται δπως ἐφοδιάζῃ μὲ ἐγχώριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' διὰ τιαῦτα ἀδειήτη πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἐγχωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίον καὶ οἰασδήποτε ἄλλα Διϋλιστηρία αὐτοφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξύ τοῦ Ἑλληνικοῦ Δημόσιου καὶ οἰονδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς Ἐταιρείας ἀνακαλύψεως ἐμπορικῆς ἐκμεταλλεύσμου ἐγχωρίου ἀργοῦ πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ, τῆς δποίας ἐκάστοτε τοιούτον Διϋλιστηρίου θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ δποῖα ἐκάστοτε τοιούτον Διϋλιστηρίου ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ο ἐφοδιασμὸς τῶν τοιούτων διϋλιστηρίων δι' ἀργοῦ πετρελαίου, θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα καθίσταται ἐφικτὴ ἢ κατὰ κανονικὸν καὶ ἀποτελεσματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ διϋλιστηρίου. Ἡ ὑπο-

χρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ πετρελαίου θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθεις διατάξεις.

4. α) Ἡ Ἐταιρεία δικαιοῦται ἐλευθέρως νὰ ἔξαγῃ ὅποτε δήποτε, καθ' οἰονδήποτε τρόπον καὶ μὲ οἰαδήποτε μέσα καὶ ὑφ' οἰουσδήποτε δρους ἥθελεν αὐτῇ καθορίσει, ἀνευ ἴδιαιτέρας ἀδείας, ἀλλ' ὑπὸ τὴν συνήθη ἑκάστοτε ἐμπορικὴν πρακτικὴν καὶ ἀνευ καταβολῆς τελῶν ἔξαγωγῆς ἢ ἐτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, οἰανδήποτε παραγωγὴν αὐτῆς πέραν τῶν ποσοτήτων τὰς ὄποιας ἡ Ἐταιρεία ὑποχρεοῦται νὰ προμηθεύῃ βάσει τῆς παραγράφου 3 τοῦ παρόντος ἀρθρου, καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἔξαγωγῶν προϊὸν εἰς τὸ ἔξωτερικόν, ὡς ἐν ἀρθρῳ 13 λεπτομερῶς ὁρίζεται. Ἐν τῇ ἐνασκήσει τοῦ δικαιώματος τούτου, ἡ Ἐταιρεία θὰ προσπαθῇ νὰ ἔξαγῃ ποσότητα ἀργοῦ πετρελαίου ὑπὸ αὐτῆς παραγομένου, καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγραφον 3 καθορίζομένων, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία θὰ διαθέτῃ καταλλήλους ἀγορὰς διὰ τοιαύτας ποσότητας.

Ἐὰν ἡ Ἐταιρεία δὲν διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὅπότε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπὸ αὐτοῦ ἡ τρίτων ἀγορὰν τοῦ πλεονάζοντος ἀργοῦ πετρελαίου εἰς τὴν δεδηλωμένην τιμὴν (Posted Price), ὑπὸ τὸν δρον ὅτι ἀμοιβαίως ἵκανοποιητικοὶ δροι καὶ συμφωνίαι, περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων, θὰ συνομολογηθοῦν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἐντὸς δύμας τῶν ἐν παραγράφῳ 3 τοῦ ἀρθρου 6 περιορισμῶν.

β) Εἰς ἡν περίπτωσιν ἡ Ἐταιρεία ἔξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διὺλιστηρίου καὶ τῶν λοιπῶν ἐγχώριων Διὺλιστηρίων. περὶ δὲν ἡ παραγραφος 9 β) τοῦ παρόντος ἀρθρου, καταβαλλομένων τιμῶν, ἡ Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ἵσην ποσότητα ἐγχώριου ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον δρον τῶν καθαρῶν τιμῶν εἰς τὰς ὄποιας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἐταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ὑπὸ τὸν δρον: (1) ὅτι τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πετρέλαιον πρὸς ἐν ἡ πλείονα τῶν ἐγχώριων διὺλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχώριον ἀγορὰν καὶ (2) ὅτι ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγησούμενη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ πετρελαίου θὰ λογίζεται εἰς τημματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγράφῳ 3 τοῦ παρόντος ἀρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἐταιρείας προμηθείας ἀργοῦ πετρελαίου. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἐγχώριον ἀργὸν πετρέλαιον πρὸς ἐν ἡ πλείονα τῶν ἐγχώριων Διὺλιστηρίων ὑπὸ δρους καὶ συνθήκας τῆς ἑκλογῆς του. Μέχρι τοῦ σημείου καθ' δ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ διὰ τοῦ τοιοῦτου ἀργοῦ πετρελαίου δικαιώματα αὐτοῦ εἰς ἐν ἡ πλείονα τῶν ἐγχώριων Διὺλιστηρίων, αἱ ἀντίστοιχαι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διὺλιστηρίων ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγορὰν ἐγχώριου ἀργοῦ πετρελαίου θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἔκαστον Διὺλιστηρίου μεταβιβασθείσης ποσότητος ἀργοῦ πετρελαίου.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν διὲ ἐγχώριου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διὺλιστηρίου καὶ διλλων ἐν τῇ χώρᾳ διὺλιστηρίων διφτισταμένων κατὰ τὸν χρόνον τῆς ἀρχικῆς ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἔξασφαλίσῃ προτεραιότητα ἀγορᾶς παρ' διλων τῶν ἐν λόγῳ Διὺλιστηρίων, τοῦ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγομένου ἀργοῦ πετρελαίου, ἔναντι τοῦ ὑπὸ τοῦ ἔξωτερικοῦ εἰσαγομένου τοιούτου, ὑπὸ τὸν δρον ὅτι τὸ ρυθμὸν ἀργὸν πε-

τρέλαιον θὰ εἶναι κατάλληλον, ἐν τῇ ἐννοίᾳ τῆς παραγρ. 2 τοῦ ἀρθρου 12. Ὡς πρὸς τὸ ἐκ τοῦ ἔξωτερικοῦ εἰσαγόμενον ἀργὸν πετρελαίον τὸ ὅποιον θὰ ἔκτοπισθῇ ὑπὸ τοῦ ὑπὸ τῆς Ἐταιρείας παραγομένου ἐγχώριου τοιούτου, ἡ Ἐταιρεία ἡ αἱ συγγενεῖς αὐτῇ Ἐταιρεῖαι, εἰς τὴν ὅποιαν ἡ τὰς ὄποιας, δυνάμει οἰονδήποτε συμβάσεων, θέλει παραχωρηθῆ δικαιώματα εἰσαγωγῆς ἀργοῦ πετρελαίου θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαιώματα νὰ ἐφοδιάσουν τὸ Ἑλληνικὸν Κρατικὸν Διὺλιστηρίον καὶ τὰ διλλα διγχώρια Διὺλιστηρία μὲ εἰσαγόμενον ἀργὸν πετρελαίον εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸ τούλαχιστον ποσοστόν, ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἑλλάδι ποσοτήτων ἀργὸν πετρελαίου ὡς τὸ ἔπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἐγχώριον ἀργὸν πετρελαίου κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου ὑριζόμενα, καθ' ὑπέρβασιν τῶν ποσοτήτων αἴτινες θὰ ἀγραπθῶσιν βάσει αὐτοῦ.

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

α) "Οτι, ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἴσχυος τῆς παρούσης συμβάσεως καὶ μετέπειτα εἰς πάντα χρόνον διακούσης τῆς ἴσχυος τῶν νῦν ὑφισταμένων συμβολαίων προμηθείας ἀργοῦ πετρελαίου καὶ πάσης παρατάσεως ἡ ὑποκαταστάσεως τῶν συμβολαίων τούτων, θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν δρων τῶν ἐν λόγῳ συμβολαίων πρὸς ἔξασφαλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διὺλιστηρίου κατὰ προτεραιότητα, ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου ἀγορᾶς οἰονδήποτε ὑπό τῆς Ἐταιρείας παραγομένου καταλλήλου ἐγχώριου πετρελαίου, μέχρι τῆς διλλα διγχώριας περαιτέρων.

β) "Οτι ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἴσχυος τῆς παρούσης συμβάσεως καὶ μετέπειτα, τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλῃ πᾶσαν προσπάθειαν ἵνα ἔξασφαλίσῃ εἰς ἡ ἔκτασιν ἐπιτέρεπουν τοῦτο αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις, διὰ τὰς παραστασιαὶ αἱ νέαι συμβατικαὶ ὑποχρεώσεις εἰς τὴν προμηθείαν ἀργοῦ πετρελαίου ἡ προϊόντων, καὶ πᾶσαι αἱ παρατάσεις, ἀνανεώσεις ἡ ὑποκαταστάσεις, εἴτε τῶν σήμερον ὑφισταμένων ἡ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων περιέχουν πᾶσαν λογικὴ καὶ νόμιμον, ἐντὸς τῶν δρῶν τῆς ἐξουσίας τοῦ Ἑλληνικοῦ Δημοσίου, διάταξιν, ἵνα ἐπιτραπῇ ἡ ὑπὸ τῶν Ἑλληνικῶν Διὺλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχώριου ἀργοῦ πετρελαίου, αἱ διόποιαι καθορίζονται εἰς τὴν παραγρ. 3 τοῦ παρόντος ἀρθρου, ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου, μετὰ τὴν ἔναρξιν τῆς, εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως, παραγωγῆς ἀργοῦ πετρελαίου. Οὐχ' ἡττον αἱ διατάξεις τῆς παραγρ. 6 β) τοῦ παρόντος ἀρθρου δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἴτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνὸς ἔτους ἡ βραχυτέρων καὶ αἴτινες ἔχουσιν ὑπογραφῆς πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) "Εάν, παρὰ τὰς αταβαλλομένας καλυτέρας προσπαθείας, τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παρ. 5 καὶ 6 ἐδ. α) καὶ β) τοῦ παρόντος ἀρθρου προβλεφθέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἶναι οὐχ' ἡττον ὑπόχρεον ὅπως ἔξασφαλίσῃ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διὺλιστηρίου καὶ τῶν ἀλλων ἐγχώριων Διὺλιστηρίων ἀγορὰν ποσότητος, παραγομένου ὑπὸ τῆς Ἐταιρείας καταλλήλου ἀργοῦ πετρελαίου ἵση πρὸ τῆς προστήσεως τῆς δυναμικού τητος παρεγκασίας τοῦ Ἑλληνικοῦ Διὺλιστηρίου.

δ) "Ανεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παροῦσαν παράγρ. 6 ἀναφερομένων, ἡ Ἐταιρεία δὲν θὰ ἔχῃ οἰονδήποτε δικαιώματα εἰσαγωγῆς ἀργοῦ πετρελαίου τρόποποίη-τητος περαιτέρων τοῖς ἑκατὸν (30 %) τούλαχιστον τῆς δυναμικού τητος παρεγκασίας τοῦ Ἑλληνικοῦ Διὺλιστηρίου.

σιν ή καθ' οίονδήποτε τρόπον μεταβολὴν τῶν ὅρων τῶν συμβάσεων τοῦ Δημοσίου, τῶν σχετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου, η̄ πετρελαῖοις, η̄ πετρελαῖοιςειδῶν προϊόντων, η̄ μὲ τὴν ὕδρουσιν Διϋλιστηρίων ἐν τῇ Χώρᾳ τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, η̄ τοιούτων συμβάσεων ἀς τὸ 'Ελληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἥν η̄ 'Εταιρεία θὰ ἀναγγείλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον ὅτι ἀνεκάλυψε καταλληλον ἀργὸν πετρέλαιον εἰς ἐμπορευσίμους μοστητας, η̄ μετὰ τὴν τοιαύτην ἡμερομηνίαν ἐφ' δσον τὸ 'Ελληνικὸν Δημόσιον θέλει προβλέψει τὴν χρησιμοποίησιν ὑπὸ 'Ελληνικῶν Διϋλιστηρίων τῶν ποσοτήτων ἀργοῦ πετρελαίου παραχθέντος καὶ παραδοθέντος εἰς τὸ 'Ελληνικὸν Δημόσιον, μέχρι τοῦ ἀνωτάτου ὄρου τῶν ὑποχρεώσεων τῶν ὄριζομένων εἰς τὴν παρούσαν παράγραφον 6.

7. 'Εφ' δσον ὑπάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ πετρελαίου ἐν 'Ελλάδι, ὁποτεδήποτε διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως, η̄ ὑποχρέωσις τῆς 'Εταιρείας νὰ ἐφοδιάζῃ καὶ ὑποχρέωσις τοῦ 'Ελληνικοῦ Δημοσίου νὰ δέχηται κατὰ προτεραιότητα τὴν ἀγορὰν τοῦ ὑπὸ τῆς 'Εταιρείας ἐν 'Ελλάδι παραγομένου καταλλήλου ἀργοῦ πετρελαίου, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς 'Εταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν 'Ελλάδι παρ' δλων τῶν παραγωγῶν.

8. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν 'Εταιρείαν μετ' ἀποδεικτικῶν στοιχείων, ὅτι τὸ ὑπὸ τῆς 'Εταιρείας παραγόμενον ἀργὸν πετρέλαιον εἰναι ἀκαταλληλον πρὸς χρησιμοποίησιν εἰς τὸ 'Ελληνικὸν Κρατικὸν Διϋλιστηρίον η̄ τὰ λοιπά, πρὸ τῆς ἀνακαλύψεως, Διϋλιστηρία, η̄ ὑποχρέωσις ἐν τῇ περιπτώσει ταύτη τοῦ 'Ελληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων, καὶ η̄ ὑποχρέωσις τῆς 'Εταιρείας, ὅπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διϋλιστηρία ἐγγάρωριον ἀργὸν πετρέλαιον, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως, τότε, αἱ ἀνωτέρω ἀναφέρομεναι ἀμοιβαῖαι ὑποχρεώσεις τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας θὰ τερματισθοῦν μέχρις οὐ τὸ ρηθὲν πετρέλαιον η̄ ἔτερον ἀργὸν πετρέλαιον, παραχθησμένον ὑπὸ τῆς 'Εταιρείας ἐν 'Ελλάδι, καταστῇ καταλληλον πρὸς χρῆσιν ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν λοιπῶν Διϋλιστηρίων, ὑπὸ τὴν προϋπόθεσιν δμως, ὅτι τὸ 'Ελληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ 'Ελληνικὸν Κρατικὸν Διϋλιστηρίον καὶ τὰ λοιπὰ ἐν 'Ελλάδι ὑπάρχοντα Διϋλιστηρία, ὅπως ἀγοράζουν τὸ τοιοῦτον ἀκαταλληλον ἀργὸν πετρέλαιον, καθ' ἥν ἔκτασιν δμως δύναται τοῦτο νὰ χρησιμοποιηθῇ εἰς τὰ Διϋλιστηρία καὶ ὑπὸ τὴν περαιτέρῳ προϋπόθεσιν ὅτι η̄ τοιαύτη χρησιμοποίησις δὲν θέλει καταλήξει εἰς οἰανδήποτε ταλαιπωρίαν τῶν ρηθέντων Διϋλιστηρίων. 'Επιπροσθέτως, τὸ 'Ελληνικὸν Δημόσιον συμφωνεῖ ὅπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του, ὑπὸ μορφὴν προωθήσεως τῆς χρησιμοποίησεως τοῦ τοιούτου ἀκαταλλήλου ἀργοῦ πετρελαίου ως ὑποκαταστάσου καυσίμου βιομηχανιῶν ἐν 'Ελλάδι.

9. α) Πρὸιν η̄ η̄ 'Εταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου, η̄ τιμὴ εἰς ἥν θὰ ὑποχρεοῦται τὸ 'Ελληνικὸν Κρατικὸν Διϋλιστηρίον καὶ οἰονδήποτε ἔτερον ἐν 'Ελλάδι ὑπάρχοντα Διϋλιστηρίον, νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς 'Εταιρείας ἐν 'Ελλάδι, θὰ καθορίζηται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς 'Εταιρείας, η̄ δὲ τιμὴ αὐτῇ θὰ εἰναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δημοτικῆς τιμῆς, η̄ τιμῶν, ως αὔται παρουσάζονται εἰς τὸ PLATTS OILGRAM η̄ ἀλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν τοῦ Λιβάνου, BANIAS τῆς Συρίας καὶ τῆς Λιβύης, ἀφού γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) "Οταν η̄ 'Εταιρεία απαστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν 'Ελλάδι δεδηλωμένην (posted) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς, η̄ τιμὴ εἰς ἥν τὸ 'Ελληνικὸν Κρατικὸν Διϋλιστηρίον καὶ ἀλλα ἐν 'Ελλάδι ὑπάρχοντα Διϋλιστηρία ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (posted) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπ' ὅψιν α) εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἐκείνον γενικαὶ συνθῆκαι, ἀφοῦ ληθοῦν ὑπ' ὅψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ η̄ τοποθεσία τοῦ ἐξαγορέμου ἀργοῦ πετρελαίου.

10. Αἱ πληρωμαὶ τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν ποσῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας, θὰ γίνωνται ἐντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπ' αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. 'Εὰν η̄ 'Εταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἐξήκοντα ἡμερῶν ἀπὸ τῆς, ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου, λήψεως τοῦ σχετικοῦ λογαριασμοῦ, η̄ 'Εταιρεία δύναται, ἀνευ βλάβης οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ συμψήφιζῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἀλλα ποσά, τὰ ὅποια ἀλλως θὰ ὠφείλεν η̄ 'Εταιρεία νὰ καταβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον.

11. 'Εὰν η̄ 'Εταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἐκμεταλλεύεται ἐν 'Ελλάδι οἰουσδήποτε σωληναγωγοὺς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου η̄ καὶ ἀγωγοὺς ἀερίων, τὸ 'Ελληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν 'Εταιρείαν νὰ μεταφέρῃ τὸ ὑπ' αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν πετρέλαιον η̄ καὶ φυσικὸν ἀερίον, μέσω τῶν τοιούτων ἀγωγῶν πετρελαίου η̄ ἀγωγῶν ἀερίων, εἴτε μέχρις οἰουσδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγορασθῆς δόδοι. 'Η μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς 'Εταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἑκατόν. 'Η παροῦσα παράγραφος 11 δὲν θὰ ἐμηνύεται ως ὑποχρέωσις τῆς 'Εταιρείας νὰ κατασκευάσῃ οἰουσδήποτε σωληναγωγοὺς ἀργοῦ πετρελαίου η̄ ἀγωγοὺς ἀερίων η̄ οἰασδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν δσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἰδιοκτησίαν τῆς η̄ καὶ ὑπὸ ἐκμετάλλευσιν οὕτε νὰ ἀνεγείρῃ οἰασδήποτε προσθέτους ἐγκαταστάσεις σχετικὰς πρὸς τοιούτους σωληναγωγοὺς η̄ ἀλλας ἐγκαταστάσεις μεταφορᾶς, ἐκτὸς ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἵκανοποιητικὴ συμφωνία πρὸς τοῦτο μεταξύ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου καθορισμοῦ τῆς εἰς δραχμὰς τιμῆς τοῦ ἀργοῦ πετρελαίου, αἱ ἐφαρμοστέαι τιμαὶ διεθνοῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς, ἐφ' δσον διετυπώθησαν εἰς ἐξωτερικὸν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐπαραγ. 8 τοῦ ἀρθρου 13 δριζόμενα εἰς τὸ ἴσοτιμον τῶν εἰς δραχμὰς μὲ τὸ μηνιαῖον μέσον δρων τῶν ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς ὁποῖας η̄ 'Εταιρεία δικαιοῦται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

"Αρθρον 13.

Συνάλλαγμα 'Εξωτερικοῦ.

1. 'Εφ' δσον η̄ 'Εταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἀρθρον 12, αἱ ἐργασίαι, κατὰ τὴν παροῦσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς 'Εταιρείας διὰ τῶν εἰς τὸν ξένον συνάλλαγμα κεφαλαίων τῆς καὶ κατὰ τὸν ἀκόλουθον τρόπον :

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (Greek Currency) μέσω Τριπέζων η̄ προσώπων ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς 'Ελληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα δολλαρίων Η.Π.Α. η̄ ξένου συναλλάγματος ἐλεύθερως μετατρεψίμου εἰς δολλάρια Η.Π.Α., εἰς ποσότητας ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ 'Ελληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' απ' εύθειας ἀγορᾶς ή καὶ μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἴδιου αὐτῆς συναλλάγματος, καὶ τῆς ἐλευθέρας καὶ ἀπεριορίστου εἰσαγωγῆς ή καὶ χρησιμοποιήσεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ ὑπηρεσιῶν οἰασδήποτε φύσεως ἀπαιτουμένων ὑπὸ τῆς Ἐταιρείας διὰ τὰς ἐργασίας αὐτῆς περὶ ὧν ἡ παροῦσα σύμβασις.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμὰς ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἐταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἐγχώριον ἀγορὰν πωλήσεων. "Οταν τὰς εἰς δραχμὰς ἐσόδα τῆς Ἐταιρείας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἐργασιῶν εἰς μετρητά, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγχώριον πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολλάρια H.P.A. ἡ καὶ κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς ἕτερον συνάλλαγμα μετατρέψιμον εἰς δολλάρια H.P.A. "Η Ἐταιρεία ἐν τούτοις δικαιοῦται ὥσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματά της ἡ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἡ χρεώγραφα ἡ 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 ὁμοιογιῶν καὶ μετοχῶν ἡ ἐτέρων περιουσιῶν στοιχείων. "Ἐπενδύσεις εἰς μετοχὰς Ἐταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, τούτου μὴ δυναμένου ἐν τούτοις νὰ ἀρνηθῇ ταύτην, εἰ μὴ ἐφ' δοσοῦ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

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

β) Ἀντιθέτως, ἐὰν τὰς εἰς δραχμὰς ἐσόδα ἐκ τῆς ἐγχώριον πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἐργασίας τῆς ἡ Ἐταιρεία θὰ μετατρέπῃ ἐν τῇ περιπτώσει ταύτη εἰς δραχμὰς μέσω Τραπέζων ἡ προσώπων νομίμως ἐξουσιοδοτημένων, διπλῶς ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα, δολλάρια H.P.A. ἡ ξένον συνάλλαγμα, ἐλευθέρως μετατρέψιμον εἰς δολλάρια H.P.A. εἰς ποσότητας ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν εἰς δραχμὰς ἀναγκῶν τῶν ἐργασιῶν τῆς.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ ἐδάφιον β) ὡς ἀνω διατάξεων τῆς παραύσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλάρια H.P.A. ὑπὸ τὸν δρόν. δι:

(1) Τοιούτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἐξαχθέντων ἡ Ἑλλάδος.

(2) "Η Ἐταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἡ νὰ αὐξήσῃ τὸν δρόκον τῶν ἐξαγωγῶν τῆς, ἐὰν αὕτη ἀπῆτε πληρωμὴν εἰς δολλάρια H.P.A. ἡ ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια H.P.A.

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

4. Συμφωνεῖται ὥσαύτως δι: ή παρακράτησις ζένου συναλλάγματος εἰς τὸ ἔξωτερικόν, συμφώνως τῷ παρόντι ἄρθρῳ, θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν τὴν κάλυψιν πλήρως τῶν εἰς συνάλλαγμα δαπανῶν της βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἀγορῶν ἡ καὶ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς ἐργασίας αὐτῆς βάσει τῆς παρούσης συμβάσεως.

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

6. "Η Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζων ἡ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ζένον συνάλλαγμα εἰς δολλάρια H.P.A. ἡ ἀλλων μετατρεψίμων εἰς δολλάρια H.P.A. νομισμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἐξ Ἑλλάδος τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ζένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀμέσως καὶ ἀνευ καθυστερήσεως, διόπταν ζητεῖται, ἐπὶ τῇ βεβαιώσει τῆς Ἐταιρείας δι: ή αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν αὐτῆς εἰς δραχμὰς τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. "Η Ἐταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἡ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἐβδομαδιαίως καὶ μηνιαίως, καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἡ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐξακρίβωσιν δι: ή μεταφορὰ κεφαλαίων ἡ πραγματοποιηθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰν δραχμῶν πλεονασμῶν κατὰ τοὺς δρόους τῆς παρούσης συμβάσεως.

7. "Ἐὰν ή Ἐταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινητὸν ἡ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαγθεῖ εἰτε ἀποκτηθεῖ ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἀνευ καθυστερήσεως εἰς τὴν διάθεσιν τῆς Ἐταιρείας μέσω Τραπέζων ἡ μέσω ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμὰς ἡ ξένον συνάλλαγμα, ποσὸν εἰς δολλ. H.P.A. ἀντίστοιχον εἰς τὸ ἀποκτηθεῖν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν της συμφώνων πρὸς τὴν παροῦσα σύμβασιν, ή Ἐταιρεία θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσω οἰασδήποτε Τραπέζης ἡ πράκτορος, νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχυούσης γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. "Η τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶν «πρίμου» συναλλάγματος, ἐπιβαρύσεις διαφορὰ ἐπὶ ἔλαττον (AGIOS) φόρους συναλλάγματος καὶ μεσιτείας οἰασδήποτε φύσεως τυχὸν ἐπιτρεπομένας ἡ ἐπιβαλλομένας παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελεῖσας πραγματικὰς δαπάνας ἀγορᾶς ἡ πωλήσεως συνυγκατατος δι' ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω δι: έὰν τὸ Ἑλληνικὸν Δημόσιον ζήθειν υἱοθετήσῃ σύστημα διαφορικῶν τιμῶν συναλλάγματος ἡ σύστημα πολλαπλῶν πρίμου (PRIMES) ἐξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ή τιμὴ συναλλάγματος εἰς τὴν δρόιαν ἡ Ἐταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα, δὲν θὰ εἶναι ἐπίσης

διλγάτερον εύνοϊκή ἀπό τὸν σταθμιζόμενον μέσον ὄρον (WEIGHTED AVERAGE) τῶν πραγματικῶν (EFFE-CTIVE) τιμῶν συναλλάγματος νομίμως πράγματοποιου-μένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἔξαγωγῶν μεταλλευ-μάτων ἐξ Ἐλλάδος.

Τοιοῦτος σταθμιζόμενος μέσος ὄρος (WEIGHTED AVERAGE), θὰ ὑπολογίζηται ἀνευ καθυστερήσεως, καὶ ἐν ἀνάγ-κῃ ἐπὶ προσωρινῆς βάσεως, καὶ ἡ τιμὴ θὰ κρατήται ὅσον τὸ δυνατὸν τρέχουσα χρησιμοποιουμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγ-κῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἔξαγωγῆς ἐκά-στης κατηγορίας μεταλλευμάτων.

9. Ηρός τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογα-ριασμῶν ἀτινα ἡ Ἐταιρεία τυχὸν τηρεῖ εἰς Ἐλληνικὸν 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 ἔνον συνάλλαγμα ἐσοδὰ τῆς τὰ προερχόμενα ἐκ πωλήσεων εἰς τὸ ἔξωτερικὸν καὶ ἐξ ἄλλων πηγῶν εἰς τὴν εἰς δραχμὰς ἴσο-τιμίαν των, ἐπὶ τῇ βάσει τῆς τιμῆς τοῦ ἔνον συναλλάγματος ὡς καθορίζεται αὕτη ἐν τῇ προηγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ Ἐταιρεία δικαιοῦται νὰ ἀγορά-ζῃ δραχμὰς διὰ ἔνον συναλλάγματος τὴν ἡμέραν καθ' ἥν ἐκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἐταιρείας.

10. Ἔὰν καὶ ὅπόταν ἡ Τοπέζα τῆς Ἐλλάδος ἐγκατα-λείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλή-σεως δολλαρίων Η.Π.Α. αἱ τιμαὶ συναλλάγματος τῶν Δολ-λαρίων Η.Π.Α., ὡς καθορίζονται ἐν παραγράφῳ 12 τοῦ ἄρθρου 12 ὡς καὶ ἐν τῇ προηγουμένῃ παραγράφῳ 9 τοῦ παρόντος ἄρθρου, θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἐλληνικῆς ἡ ξένης Τραπέζης τῆς ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἰναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλάρια Η.Π.Α. ὡς καθορίζονται εἰς τὴν παράγραφον 8 τοῦ παρόντος ἄρθρου αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἡ Νέα Ὅροχη κατὰ τὸ τέλος τῆς ἐργασίου ἡμέρας διὰ τὴν ὅποιαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποίησις τιμῶν συναλλάγματος δι' ἄλλα ἔνα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν μέσω Ἐλληνικῶν ἡ ξένων Τραπέζων ἀμοιβαίων ἀποδεκτῶν ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

#### ”Ἄρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Ἐταιρείας.

1. Η Ἐταιρεία ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπασῶν τῶν ἐργασιῶν τῆς, ἐρευνητικῶν γεωτρήσεων, παρα-γωγῆς μεταφορᾶς καὶ πωλήσεων.

2. Η Ἐταιρεία θὰ ὑποβάλῃ εἰς τετραπλοῦν εἰς τὸ Ὑπουρ-γεῖον Ἐθνικῆς Οἰκονομίας τριμηνιαίας καὶ ἐτήσιας ἐκθέσεως καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμε-ταλλεύσεως ἀρκούντων λεπτομερεῖς.

Ἐπεξηγηματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὅδατος κ.λ.π. θὰ τηροῦνται ὑπὸ τῆς Ἐται-ρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνούμενον διὰ ἀρμό-διοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἐλληνικοῦ Δημο-σίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικον. Ἔὰν τὸ Ἐλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιούτον ἐπεξηγηματικὸν ὑλικὸν δι' ἰδίων αὐτοῦ χρῆσιν, ἡ Ἐταιρεία θὰ συμμορφοῦται πρὸς τὸ αἴτημα τοῦτο, ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ προσθέτους ἀσυ-νήθεις δαπάνας διὰ τὴν Ἐταιρείαν καὶ δὲν καθυστερεῖ ἡ ἐμποδίζει τὰς ἐργασίας τῆς καθ' οἰονδήποτε τρόπον.

3. Ηρός τὸν σκοπὸν ἐξυπηρετήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημο-μονικῶν Ὑπηρεσιῶν τοῦ Ἐλληνικοῦ Δημοσίου τῶν στοι-χείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραγωγῆσεων καθ'

ὅλην τὴν Ἐλλάδα, ἡ Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον εἰς τετραπλοῦν πλήρη ἐπιστη-μονικὰ στοιχεῖα καὶ δεδομένα, προκύπτοντα κατὰ τὴν διάρ-κειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων πληροφοριῶν καὶ ἐρμηνειῶν παρὰ τῆς Ἐταιρείας καὶ τῶν ἐργολάβων, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις ὅτι ἀπασαι αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὡς καὶ τῆς ANSCHUTZ CORPORATION INC. καὶ τῶν ὑπὸ αὐτῆς ἐλεγχομένων καὶ συνεργαζομένων Ἐταιρειῶν καὶ οἰαδήποτε συμπερά-σματα καὶ ἐρμηνεῖαι κτώμεναι ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Ἐταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοι-χείων, θὰ ἀνακοινοῦνται εἰς τὸ Ἐλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἐταιρείας.

Διὰ τῶν λέξεων πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδο-μένα νοοῦνται τὰ κάτωθι :

α) Διὰ τὴν σεισμικὴν ἔρευναν :

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

(2) Πλήρης στοιχεῖα τῶν μετρήσεων προσδιορισμοῦ ταχυ-τήτων διὰ τῆς μεθόδου διαθλάσεως (VELOCITY DETER-MINATION BY REFRACTION METHOD).

(3) Πλήρης σειρὰ δλῶν τῶν συνταχθέντων, ἴδιαιτέρως δι' ἕκαστον συνεχῆ δρίζοντα χαρτῶν ἴσοχρόνων καμπυλῶν (MAPS OF ISOCHRONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

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

β) Διὰ τὴν γεωτρητικὴν ἔρευναν :

(1) Ἐβδομαδιαῖον δελτίον προόδου γεωτρητικῆς ἐργα-σίας.

(2) Στρωματογραφικαὶ καὶ λιθολογικαὶ τομαὶ τῶν γεω-τρήσεων (STRATIGRAPHICAL AND LITHOLOGI-CAL LOG OF DRILL - HOLES).

(3) Συνεχῆς σειρὰ δειγμάτων τῶν γεωτρήσεων (CU-TTINGS).

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις : SCH-LUMBERGER (THE DIFFERENT LOGGINGS).

Τὰ ἀντίγραφα τῶν ἐγγραφῶν (COPIES OF RECOR-DINGS) διὰ τὰς ἀκολούθους μετρήσεις ἐντὸς τῶν γεωτρή-σεων.

(1) Ἐγγραφὴ ἡλεκτρικῆς εἰδικῆς ἀντιστάσεως (ELE-CTRICAL 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 (VELO-CITY LOGGING).

(5) Ἐγγραφὴ LATEROLOG - MICROLATEROLOG

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

Ἐπὶ πλέον τῶν ὡς ἄνω στοιχείων ἡ Ἐταιρεία ὑποχρε-οῦται ὅπως ὑποβάλῃ εἰς τὸ Ὑπουργεῖον Ἐθνικῆς Οἰκονο-μίας ἀντίγραφα εἰς τετραπλοῦν τυχὸν ἐκπονηθησομένων γεωλογικῶν καὶ φωτογεωλογικῶν χαρτῶν.

4. Η Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Ἐθ-νικῆς Οἰκονομίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ αὐτῆς δι' οἰαδήποτε φρέατα, τὴν ἐναρξιν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἡ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰς ἀνακαλύψεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς ἄνω ἐν παρα-γράφῳ 2 ὑποχρεώσεως ὑποβολῆς τριμηνιαίων καὶ ἐτησίων καταστάσεων.

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

Τὸ Ὑπουργεῖον Ἐθνικῆς Οἰκονομίας καὶ ἄλλαι ἔξουσιοι τημέναι, Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν, κατὰ λογικὰ χρονικὰ διαστήματα, μετά προηγουμένην εἰδοποίησιν τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἐταιρείας, κατὰ τρόπον ὅμως μὴ παρακωλύοντα τὰς ἐργασίας τῆς Ἐταιρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἔγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Ἐθνικῆς Οἰκονομίας καὶ εἰδικῶτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν Ὑπηρεσιῶν τοῦ Ἐλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς Ἐταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσιν γνῶσιν τῶν λεπτομερειῶν τῆς πρόδου τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώραν κατὰ τρόπον ὥστε νὰ μὴ παρακωλύονται αἱ τρέχουσαι ἐργασίαι τῆς Ἐταιρείας.

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

8. Κατ' ἔξαίρεσιν τοῦ κανόνος τούτου, τὸ Ἐλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως των ἡ ἑτέρους σκοπούς, τὰ ἐπιστημονικὰ ἡ τεχνικὰ στοιχεῖα καὶ πληροφορίας, παρεχομένας πρὸς τοῦτο ὑπὸ τῆς Ἐταιρείας, τρία (3) ἐτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας, ἐν σχέσει πρὸς ὡρισμένην ἐρευνητικὴν περιοχὴν ἡ παραχώρησιν εἰς ἡν ἀναφέροντα τὰ στοιχεῖα ταῦτα ἡ ἀμέσως μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία δὲν θὰ ἀρνηται ἀδικαιολογήτως εἰς τὸ Ἐλληνικὸν Δημόσιον τὴν ἔγκρισιν τῆς διὰ τὴν δημοσίευσιν ἡ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα, πρὸς τὸν σκοπὸν δημοσιεύσεως ἡ ἄλλως, καὶ ἐνωρίτερον τῶν ἐν τῇ πρὸδηγούμενῃ φράσει καθοριζόμενων χρονικῶν ὅριων, εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς Ἐταιρείας δοθεισῶν πληροφοριῶν, ἐὰν κατὰ τὴν κρίσιν τῆς Ἐταιρείας τοῦτο δύναται νὰ γίνη ἀνευ ζημίας τῶν συμφερόντων αὐτῆς.

#### "Ἀρθρον 15.

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

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ ἀνευ ἀποζημιώσεως τινος καὶ κατέπιν ἔγκρισεως τοῦ Ἐλληνικοῦ Δημοσίου, ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ ὕδατα καὶ λατομικοὺς χώρους, ἐφ' ὃσον δὲν εἶναι μεμισθωμένα, ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν, ἐφ' ὃσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ Ἐλληνικὸν Δημόσιον. Ἔαν οἱ ἀναγκαιοῦντες χῶροι ἀνήκωσιν εἰς ἴδιωτας ἡ ἑτερα νομικὰ πρόσωπα, ἡ κατάληψις τούτων θὰ πραγματοποιῆται βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλαστομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιοῦσαι διὰ τὰς ἐρεύνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ἔχουν ἰδιοκτησιῶν, περιλαμβανομένων καὶ γαιῶν περικείουσῶν ὑπόγεια ὕδατα, ἐπιφανειακὰ ὕδατα ἡ πηγάς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναι τῆς Ἐταιρείας. Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλείων διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος, ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων δυναμένων νὰ τύχουν ἐφαρμόγης γενικῶν ἡ εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὃσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὁρίζομενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἐλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες

ώς καὶ οἱ ἰδιοκτῆται ἡ κάτοιχοι ἀγροτικῶν ἡ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων διὰ τὴν μεταφορὰν ὑδρογονανθράκων ἡ, ὃπου ἡ ὑπόγειος τοποθέτησις δὲν εῖναι ἐφικτὴ ἡ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώσεων. Προσέτι, οἱ αὐτοὶ ὡς ἀναγκαῖαν ἐργασίαν, διὰ τὴν κατασκευὴν, χρῆσιν συντήρησιν ἡ ἐπισκευὴν τῶν σωληνώσεων τούτων. Ἐφ' ὃσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἀναγκαιώματων τῆς Ἐταιρείας βλάπτεται ἡ ἰδιοκτησία ἡ τὰ δικαιώματα Δήμων, Κοινότητων, ἰδιωτῶν, φυσικῶν ἡ νομικῶν προσώπων, ἔξαιρεσει τῆς ἰδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἐλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἀποζημίωσις, καθοριζόμενη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσην μεταλλείων ἰσχυούσας ἐκάστοτε διατάξεις. Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἰσχυούσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἐλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἐταιρείας, τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ Ἐταιρεία δικαιοῦται προσέτι νὰ ποιῆται χρῆσιν, τηροῦσα τὰς οἰκείας διατάξεις τοῦ Α.Ν. 1540/1938 ἀρθρον 12 καὶ τοῦ Α.Ν. 2344/1940 περὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἑτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου, χώρων ἐντὸς ζωνῶν λιμένων, προκυμαιῶν καὶ ὅρμων ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων, ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων, τόσον ἐπὶ τῶν προβλητῶν προκυμαιῶν καὶ ὅρμων ὃσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τῶν Ἀρχηγείων Στρατοῦ καὶ Ναυτικοῦ τὴν ὁπίαν δὲν θὰ δύνανται νὰ ἀρνηθῶν ἀνευ σοβαροῦ λόγου.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς Ἐταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεών της βάσει τῆς παρούσης συμβάσεως, ὁφειλόμενη εἰς ἔλλειψιν ἀπαραιτήτου διὰ τὰς ἐργασίας ἐνεργείας ἡ ἀδείας οἰασδήποτε Κρατικῆς Ἀρχῆς ἡ τρίτου, μηδ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς Ἐταιρείας, θὰ θεωρῆται ἀνωτέρω βίᾳ, συνεπιφέρουσα καὶ ἀπάσχας τὰς συνεπείας τῆς ἀνωτέρως βίας.

5. Τὸ Ἐλληνικὸν Δημόσιον θὰ παράσχῃ εἰς τὴν Ἐταιρείαν ἀπάσχας τὰς πληροφορίας, τὰ ἀκριβῆ στοιχεῖα τῶν προηγουμένων ἐργασιῶν καὶ γεωτρήσεων ὡς καὶ τὸ τυχὸν ἐπεξηγηματικὸν ὑλικὸν ὑπὲρ ἔχει συλλέξει ἐκ τῶν προηγουμένων ἐρευνῶν τόσον αὐτοῦ τοῦ ἰδίου ἡ τρίτων ἐπὶ τῆς παρεχομένης περιοχῆς.

#### "Ἀρθρον 16.

Χρησιμοποίησις Ἐργολάβων.

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

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

3. Αἱ διατάξεις τῶν ἀρθρῶν 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ὡς ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἀλλοδαπὸν προσωπικὸν ὄντων. Αἱ διατάξεις τοῦ ἀρθρου 13 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται 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 θεωρούνται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνων πρὸς τὰ ἀρθρῷ 3 τῆς παρούσης συμβάσεως ὁρίζομενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολά-

βων τῆς Ἐταιρείας ἐργασία θὰ θεωρήται ώς ἐργασία ἔκτελεσθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἔννοιαν τῶν ἀρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. Η Ἐταιρεία ὑπέχει οὐχ ἥττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσχει τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνας.

"Αρθρον 17.

Απασχόλησις Ἐλληνικοῦ καὶ Εένου Προσωπικοῦ.

1. Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, διευθῦνον τεχνικὸν καὶ εἰδικευμένον διαικητικὸν προσωπικόν, εἴτε πρόκειται περὶ Ἐλλήνων ὑπηκόων εἴτε περὶ ἀλλοδαπῶν, οἷον ἥθελε κρίνει ἀναγκαῖον διὰ τὴν ἔκτελεσιν τῶν ἐργασιῶν τῆς.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἐλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου διαιμονῆς, ἐργασίας καὶ ταξειδίου ἐν Ἑλλάδι διὰ τὸ ως ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας ἐφ' ὅσον δὲν συντρέχουσιν λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἥτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπαγοληθησομένου προσωπικοῦ. Η μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἐταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας μετὰ πάροδον ἔξ (6) μηνῶν ἀπὸ τῆς χορηγήσεως ἀδείας διαιμονῆς καὶ ἐργασίας ἐν Ἑλλάδι θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἐλληνικοῦ φόρου εἰσοδήματος μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ο φορολογητέος μισθὸς εἴτε καταβληθεὶς ἐν Ἑλλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἔξωτερικὸν εἰς ζένον συνάλλαγμα, θὰ εἶναι ἐκεῖνος ὁ ὅποιος θὰ φέρεται ώς 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. Η κατὰ τὰ ἀνωτέρω διαιμονὴ τοῦ ἀλλοδαποῦ ὑπάλληλου ἐν Ἑλλάδι θὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαιμονῆς καὶ ἐργασίας. Λαπούσαι ἔξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἔκαστοτε, θὰ προστίθενται εἰς τὴν περίοδον τῶν ἔξ (6) μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἐφ' ἣς ὁ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἐλληνικοῦ φόρου εἰσοδήματος. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας θὰ καταβάλῃ ἀπανταξας τοὺς λοιποὺς ἔλληνικοὺς φόρους συμφώνως πρὸς τὴν ἴσχυονταν ἔκαστοτε νομοθεσίαν.

4. Η Ἐταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἐλλήνας ὑπηκόος διὰ πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὅποιαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ γνῶσις ἢ πεῖρα. Ως πρὸς τὰς ἐργασίας καὶ ἀπαιτούσας εἰδικευμένας γνώσεις ἡ Ἐταιρεία θὰ ἔχῃ ώς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ὀριθμὸν Ἐλλήνων τῶν ὅποιων εἶναι δυνατὴ ἡ ἔξεύρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἐταιρείας, τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἔκτελεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. Εν σχέσει πρὸς τὰ ἐργατικὰ ἀτυχήματα ἀτίνα ἐνδέχεται νὰ λάβωσι χώραν κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἐλλήνων ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἀρθρον 26 τῆς παρούσης συμβάσεως. Επίσης ἡ Ἐταιρεία κατὰ τὰς ἐργασίας γεωτρήσεων διείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἴσχυοντος Κανονισμοῦ Μεταλλευτικῶν Ἐργασιῶν.

6. Η Ἐταιρεία θὰ ὑποχρεοῦται, ἀμα τῇ ἔνάρξει τοῦ ἔτους τοῦ ἐπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἀρθρῷ 5 παρ. 1 καὶ 2, νὰ δέχηται πρὸς ἔκπαιδευσιν καθ' ἔκαστον ἔτος δύο ὑποψήφιούς ὑποδεικνυομένους ὡς εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἔτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἐλληνικοῦ Δημόσιου νομού, διτι:

α.) "Απασαι αἱ δαπάναι τῶν μαθητευομένων θὰ καταβάλωνται ὑπὸ τοῦ Ἐλληνικοῦ Δημόσιου.

β.) Τὸ πρόγραμμα ἔκπαιδευσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἐργασίας, αἱ δὲ λεπτομέρειαι των θὰ καθορίζωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τῇ βάσει γενικῶν διδηγιῶν τοῦ Ἐλληνικοῦ Δημόσιου πρὸς τὸν σκοπὸν διαρκεῖται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἔκμεταλλευσεως ὑδρογονανθράκων.

γ.) Η περίοδος ἔκπαιδευσεως θὰ εἶναι κανονικῆς διαρκείας ἔξ μηνῶν, πλὴν ἀντιθέτου ἀμοιβαίας ἵκανον ποιητικῆς συμφώνιας μεταξὺ τοῦ Ἐλληνικοῦ Δημόσιου καὶ τῆς Ἐταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνῃ τοὺς δώδεκα μῆνας.

δ.) Τὸ ποσοστὸν τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἐλληνικοῦ Δημόσιου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἐταιρείας, ἡτοις δύναται νὰ ἀρνηθῇ ταύτην, ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἔκτελεσιν τοῦ ἐπιδιωκομένου σκοποῦ. Η Ἐταιρεία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἐλληνικοῦ Δημόσιου ἀνάκλησιν μαθητευομένου ἥδη ἔγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τοὺς αὐτοὺς ως ἄνω λόγους. Εἰς ἀμφοτέρας διμως τὰς ως ἄνω περιπτώσεις τὸ Ἐλληνικὸν 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 Ἐλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ἡ Ἐταιρεία καὶ εἰς τὴν Ἀγγλικὴν, συμφώνως πρὸς τὰς γενικῶς παραδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἔκαστοτε Ἐλλάδι ἴσχυοντος Κώδικος Φορολογικῶν Στοιχείων.

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

Αἱ φορολογικαὶ δηλώσεις διμως τῆς Ἐταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἐλληνικὰς Ἀρχὰς θὰ συντάσσονται εἰς δραχμὰς διὰ τῆς χρησιμοποιήσεως, διὰ τὴν μετατροπὴν εἰς ζένον συνάλλαγμα τῶν ποσῶν, τοῦ κανόνος μετατροπῆς ζένων νομισμάτων τοῦ καθοριζομένου ἐν παραγράφοις 8 καὶ 9 τοῦ ἀρθροῦ 13.

"Αρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

Η Ἐταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ἀπόλυτον ἐλευθερίαν διοικήσεως καὶ διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως. Η Ἐταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ως καὶ τὰ προγράμματά της οἰκονομικὰ καὶ ἐργασιῶν, πλὴν τυχούν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἐλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἔστω τὸ δικαίωμα διπως ἀνὰ πᾶσαν στιγμήν, κατὰ τὰς ὥρας ἐργασίας, διὰ τῶν ἀρμοδίων δργάνων ἐλέγχου του ἐπιθεωρῆτας ἐργασίας, ἔγκαταστάσεις, βιβλία, —δις καὶ τὰς ἐργασιαῖς ἔργατων τῆς Ἐταιρείας ἐν Ἑλλάδι, ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταῦτα ἀναφερομένων δαπανῶν.

"Αρθρον 20.

Ἐπιστροφή.

1. Οποτεδήποτε διαρκούσης τῆς ἴσχυος τῆς παρούσης Συμβάσεως, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθεῶς εἰς τὸ Ἐλληνικὸν Δημόσιον διλασίην ἢ οἰονδήποτε τημῆμα μᾶς ἢ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμήν ἐκείνην παρὰ τῆς Ἐταιρείας, μὲ τὸν περιορισμὸν ἐν τούτοις διτι, ἐὰν ἐπιστραφῇ τημῆμα μόνον ἐρευνητικῆς ἐκτάσεως, τὸ τημῆμα τοῦτο δὲν θὰ εἶναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰανδήποτε στιγμὴν διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἡ Ἐταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἔκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἡ ἀπάσας τὰς παραχωρήσεις πρὸς ἔκμεταλλευσιν ἡδὲ κατέχῃ κατὰ τὴν στιγμὴν ἔκεινην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἥν θὰ πραγματοποιηθῇ οἰανδήποτε ἔκουσία ἐπιστροφή, κατὰ τὰ ἐν παραγράφοις 1 καὶ 2 ἀνωτέρω δριζόμενα, ἀπαντα τὰ δικαιώματα καὶ ὑποχρεώσεις τῆς Ἐταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἡ τμῆμα αὐτῆς ἡ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἔκμεταλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Ἐταιρεία θὰ ἔχῃ ἐκπληρώσει ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν (ἡ τμῆμα αὐτῆς) ἡ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἔκμεταλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἡ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἔκμεταλλευσιν, ὡς αὗται καθορίζονται ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰουδήποτε ἐκ τῶν ἐτῶν τῶν ἀναφερομένων ἐν τῷ ρηθέντι ἄρθρῳ 3 διαρκοῦντος τοῦ ὄποιου λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

"Ἄρθρον 21.

Πρόστιμα καὶ ἔκπτωσις.

Λύσις τῆς Συμβάσεως διὰ τῆς λήξεως.

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, διοτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἀντὸς ἐὰν ἀλλως προβλέπεται ἐν αὐτῇ, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ ἐπιβάλῃ ὡς ποινὴν διὰ παράβασιν τῶν ὅρων αὐτῆς ἡ διὰ μὴ συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις της, πρόστιμα εἰς τὴν Ἐταιρείαν δυνάμενα νὰ ἀνέλθουν μεταξὺ Δολλ. Η.Π.Α. 1.000 καὶ μέχρι 5.000 δι' ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως διὰ εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποιήσεως τῆς Ἐταιρείας ὑπὸ τοῦ Δημοσίου 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, διὰ εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις α) ἐως στ) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλαρίων Η.Π.Α. 250.000 διὰ τὰ δύο πρῶτα ἔτη καὶ δολλαρίων Η.Π.Α. 300.000 μετὰ τὴν πάροδον τῶν δύο πρῶτων ἐτῶν.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἰναι αἱ ἀκόλουθαι :

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

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

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

δ) Μὴ πληρωμὴ τῶν κατὰ τὸ ἄρθρον 9 δικαιωμάτων.

ε) Μὴ ἵκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς αὗται ὀρίζονται ἐν ἄρθρῳ 12.

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

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιήσαι πάραυτα ἐγγράφως εἰς τὴν Ἐταιρείαν καὶ πρόστιμον θὰ καταβάληται ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον δμως ἡ Ἐταιρεία δὲν ἔχει προβῆτη εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως τῆς ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν τριάκοντα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ διακοπῶν, πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως, ἡ δὲν προσέφυγεν ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν, βάσει τοῦ ἄρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἡς τὸ ἐδάφιον γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη

προσφυγὴ εἰς τὴν διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

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

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

β) Μὴ συμμόρφωσις πρὸς οἰδηδήποτε ὄριστικὴν ἀπόφασιν ἐκδοθεῖσαν μένην 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 δολαρίων Η.Π.Α. 250.000 ἡ 300.000, ἐντὸς τριμήνου ἀφ' ἡς ἡ ἐγγύησις αὕτη ἔθελε καταστῆ μικροτέρα τῶν δολαρίων Η.Π.Α. 250.000 ἡ 300.000, ἐξ οἰουδήποτε λόγου διεριθομένου εἰς πταῖσμα ἡ ἀμέλλειαν τῆς Ἐταιρείας διοτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως.

4. Ἡ ἔκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρῳ, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἀπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιωμάτα τῆς Ἐταιρείας εἴτε μόνον εἰς εἰδικὰς ἔρευνητικὰς περιοχὰς ἡ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἔκεινον ὑπὸ τῆς Ἐταιρείας ἀναλόγως τοῦ ἀνὴρ μὴ συμμόρφωσις ἡ παράβασις τῆς Ἐταιρείας ἀναφέρεται εἰς διάλυτον τὴν σύμβασιν 4 εἰς εἰδικὰς ἔρευνητικὰς περιοχὰς ἡ παραχωρήσεις. Ἐν περιπτώσει διλακῆς ἔκπτωσεως ἡ σύμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἔκπτωσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἔκπτωσιν τῆς Ἐταιρείας ἐκ τίνος ἡ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς, θὰ γνωστοποιήσαι πάραυτα εἰς τὴν Ἐταιρείαν καὶ ἡ ἔκπτωσις θὰ ἰσχύῃ μετὰ ἐνενήκοντα (90) ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν δρόνον δμως διὰ τὴν Ἐταιρείαν δὲν ἦρετο ἐνεργειῶν, καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς μὴ συμμορφώσεως ἡ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἡ δὲν προσέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26, ἐντὸς τῆς εἰρημένης προθεσμίας ἐξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθωρισμένα ὑπὸ τῆς διαιτησίας χρονικὰ δρία ὡς ἐν ἐδαφίῳ β) τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21 διρζεται. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχὺν τῆς ἔκπτωσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας διαιτησίας. Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς Ἐταιρείας, αὕτη κέντηται προθεσμίαν τριάκοντα ἡμερῶν, ἀπὸ τῆς κοινοποιήσεως εἰς αὔτην τῆς ὄριστικῆς ἀποφάσεως, ἵνα συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις τῆς παρούσης συμβάσεως, καθιστᾶ τὴν κήρυξιν τῆς ἔκπτωσεως ἀκολούθη τοῦ ὄποιου λαμβάνει χρόνου.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ Ἐθνικῆς Οἰκονομίας εἰς βάρος τῆς Ἐταιρείας ἡ διὰ τὴν κήρυξιν αὐτῆς ἔκπτωτου ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων τῆς, ἀπαιτεῖται ἡ προηγουμένη σύμφωνος γνώμη τοῦ συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἐταιρείαν διοῦ μετὰ τῆς γνωστοποιήσεως περὶ ἡς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου γνωστοποιήσεις δέον νὰ πράγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας

καθ' ἥν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις τῆς.

Λήξις:

8. α) Λύσις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ χωρῇ ἅμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παραστάσεων τῶν ἐν λόγῳ περιόδων ἴσχυος, ἀπάντων τῶν δικαιωμάτων ἔξερευνήσεως καὶ τῶν παραχωρήσεων ἐκμετάλλευσεως αἵτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας δυνάμει τῆς παρούσης συμβάσεως.

β) Κατ' ἔξαίρεσιν τῶν ἐν τῷ προηγουμένῳ ἔδαφ. α) ὑδρίζομένων, εἰς ἥν περίπτωσιν ἡ Ἐταιρεία, διαρκοῦντος τοῦ ὕου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τῆς παρούσης συμβάσεως (δεύτερον ἔτος τῆς ἀνανεώσεως περὶ ἣς τὸ ἀνωτέρῳ ἔτοφρον 2 παράγρ. 3) ἥρξατο τῶν ἐργασιῶν ἀνορύξεως προσθέτου ἔρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν ἄρθρῳ 3 παράγρ. 1 τῆς παρούσης συμβάσεως προβλεπομένων τριῶν τοιούτων) αἱ δὲ ἐργασίαι αὐτοὶ συνεχίζονται εἰσέτι κατὰ τὴν λήξιν τοῦ ῥηθέντος ὕου ἔτους, ἡ ἴσχυς τῆς παρούσης συμβάσεως παρατείνεται αὐτοδικίως μέχρι τῆς ἡμερομηνίας συμπληρώσεως τῶν ἐν λόγῳ ἐργασιῶν καὶ ἀνορύξεως βαθείας γεωτρήσεως ὑπὸ τὴν ἔννοιαν τοῦ ἔτοφρου 4 παράγρ. 7, ἡ μέχρι τῆς ἡμερομηνίας παρελεύσεως ἑνὸς ἔξαρκήνου (6) ἀπὸ τῆς λήξεως τοῦ ῥηθέντος ὕου ἔτους, οἰασδήποτε τῶν ἡμερομηνῶν τούτων ἔστεται προγενεστέρᾳ.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως εἴτε διὰ λήξεως (παρ. 8 ἀνωτέρῳ) εἴτε δι᾽ ἐκπτώσεως (παρ. 3, 4 καὶ 5 ἀνωτέρῳ) εἴτε δι᾽ ἐπιστροφῆς (ἔτοφρον 20), τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀποζημιώσεως ἡ οἰασδήποτε ἄλλης παραγῆς, λόγῳ τῆς τοιαύτης λύσεως, ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περίπτωσις ὀλικῆς ἐκπτώσεως, ἀπασιαὶ καὶ ὑποχρεώσεις τῆς Ἐταιρείας, αἱ συσσωρευθεῖσαι μέχρι τῆς ἡμερομηνίας λύσεως, δέον νὰ ἔχουν ἐκπληρωθῆ παρὰ τούτης περὶλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγάφῳ 3 τοῦ ἔτοφρου 20.

"Ἀρθρον 22.

Διάθεσις τῆς ἰδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰασδήποτε ἔρευνητικῆς ἐκτάσεως ἡ τμήματος ταύτης, ἡ παραχωρήσεως πρὸς ἐκμετάλλευσιν δὲ οἰονδήποτε τῶν ἐν ἄρθροις 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λύγων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἐταιρείας φρέατα ἐπὶ τῶν ἔρευνητικῶν ἐκτάσεων ἡ τμήματος τούτων ἡ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὁποίων ἔλληξαν τὸ δικαιώματα τῆς Ἐταιρείας, εἴτε παραγόντων ὑδρογονάνθρακας εἴτε μή, μετὰ τῶν κεφαλῶν φρεάτων (WELL HEAD) καὶ τῶν ὑποστηρίξεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέατα τούτα, θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἔντον ἀποζημιώσεως τινος.

"Απαντα τὰ μὴ παραγωγικὰ φρέατα δέον νὰ κλεισθοῦν (PLUGGED) καταλήλως ὑπὸ τῆς Ἐταιρείας καὶ δι᾽ ἔξοδων αὐτῆς, ἀπαντα δὲ τὰ στρώματα ὑδατος δέον ὀσαύτως νὰ κλεισθοῦν καταλήλως κατὰ τὸν αὐτὸν τρόπον. Τὰ παραγωγικὰ φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὄρον δύμως ὅτι ἡ Ἐταιρεία δικαιοῦται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ἔξοπλισμὸν, καθ' ἥν ἔκτασιν τοῦτο δύναται νὰ γίνη χωρὶς νὰ παραβλάπτῃ ἡ θέτη ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἔτοφρου ἀναφερομένων, ἡ Ἐταιρεία δικαιοῦται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἰονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον περιουσίαν καὶ οἰασδήποτε ἄλλα δικαιώματα, οἰασδήποτε φύσεως, καθ' ὅλην τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἰονδήποτε τρόπον λήξιν ἡ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐὰν τὰ κινητὰ ἡ ἀκίνητα ταῦτα ἡ ἄλλα δικαιώματα εῦ-

ρηγται ἐντὸς ἡ ἔκτος τῶν ἔρευνητικῶν ἐκτάσεων ἡ ἄλλων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῆς Ἐταιρείας.

3. Ἐὰν δμως ἡ Ἐταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἡ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε φύσεως ἐκ τῶν εὑρισκομένων ἐντὸς ἔρευνητικῆς ἐκτάσεως ἡ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι᾽ ἃς ἔλληξαν τὰ δικαιώματα τῆς Ἐταιρείας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιώματα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἡ τμήματος τῶν τοιούτων κινητῶν ἡ ἀκινήτων 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, οὐδέλια πώλησις ἀκινήτων ἀνηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἔπιτρέπηται, ἀνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεις τοῦ Ἑλληνικοῦ Δημοσίου. Ἐν ἥ περιπτώσει δὲν ηθηλε δοθῇ ἡ ρηθεῖσα ἐγκρίσις, ἡ ἀκίνητος αὐτὴ ἰδιοκτησία θὰ περιέρχηται ἀνευ οἰασδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἀμαρτὶ τῇ λήξει τῆς ἴσχυος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐάν, δποτεδήποτε διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως ἡ ἄμφι τῇ λήξει ταύτης, ἡ Ἐταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἡ ἀκίνητον αὐτῆς περιουσίαν τότε ἐφ' δον τὸ προϊόν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ὡς αὐτὴ ἐμφανίζηται εἰς τὰ βιβλία τῆς Ἐταιρείας, κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυνάπτομένου Πίνακος Β) ἡ τυχὸν διαφορὰ εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας τὰ προερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, διαρκούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ στοιχείου, καὶ θεωρῆται, πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἔτοφρου 10 τῆς παρούσης συμβάσεως ὡς, ἀκαθάριστον ἔσοδον, εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἔξδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μημονευομένων ἐν ἄρθρῳ 10 παράγραφος 5 τῆς παρούσης συμβάσεως, ἐφ' δον ἡ πώλησις αὐτὴ περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις ὡς ἐδικώτερον καθορίζηται ἐν παραγράφῳ 1 ἐδ. η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἔτοφρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

Αντιθέτως, ἐὰν αἱ πρόσοδοι ἔκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορά, εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαθάριστων εἰσπράξεων τῆς Ἐταιρείας κατὰ τὴν διαχειριστικὴν περιόδον κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις ὡς ἐδικώτερον καθορίζηται ἐν παραγράφῳ 1 ἐδ. η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἔτοφρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐάν ἡ Ἐταιρεία ἐξακολουθῇ νὰ ἔχῃ περιουσιακὰ στοιχεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἡ ἀκίνητα) ἐν Ἑλλάδι ἡ ἄλλαχοῦ, δύο εἰσέτι ἔτη μετατήνη λύσιν τῆς παρούσης συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἐταιρείας, τὸ προϊόν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διαιμένεται ἐξ ἵσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, νοοουμένου διτὶ τὸ ρευστοποιημένον μερίδιον τῆς Ἐταιρείας δὲν θὰ ὑπερκειται εἰς πληρωμὴν οἰωνδήποτε φόρων, ἐμμέσων ἡ ὀιασδήποτε φύσεως ἡ ὀιουδήποτε εἶδους, τελῶν, δασμῶν, κρατήσεων ἡ καὶ εἰσφορῶν ἡ ὀιωνδήποτε ἐτέρων εἰδίκῶν φορολογιῶν, εἴτε ἐπιβαλλομένων τακτικῶς εἴτε δυναμένων νὰ ἐπιβληθοῦν ἐκτάκτως δι' ὀρισμένους σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἡ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ή Νομικοῦ Προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν κτηθὲν παρὰ τῆς Ἐταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἡ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως, συμφώνως τῇ παραγράφῳ 2 τοῦ παρόντος ἔτοφρου,

Θὰ μετατρέπηται εἰς δολλάρια Η.Π.Α. εἰς τὴν τιμὴν καὶ  
ύπὸ τοὺς δρους τοῦ ἀρθρου 13.

'Αρθρον 23.

## Μεταβιβάσεις.

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

α) Εις ἑτέραν Ἐπαιρείαν ἐλεγχομένην ώπο τῆς ἐκχωρήσιας.

β) Εἰς ἑτέραν 'Εταιρείαν ἐλεγχομένην ὑπὸ τῆς ANSCHUTZ CORPORATION INC. ή εἰς ἑτέραν 'Εταιρείαν ἐλεγχομένην ὑπὸ 'Εταιρείας ἐλεγχομένης ὑπὸ τῆς ANSCHUTZ CORPORATION INC.

γ) Εις μίαν ή πλειόνας 'Εταιρείας (PARTNERSHIP) συσταθησομένας κατά τὸ δίκαιον μᾶς τῶν Πολιτειῶν τῶν Η.Π.Α. εἰς ἃς θέλει συμμετέχει ὡς ὁμόρρυθμος ἑταῖρος ή ANSCHUTZ OVERSEAS CORPORATION ή ή AN-SCHUTZ CORPORATION INC. 'Η ἐν λόγῳ 'Εταιρείᾳ θὰ υπόκειται ὡς αὐτοτελὲς νομικὸν πρόσωπον εἰς φορολόγησιν ἀποκλειστικῶς κατά τὸ ἄρθρον 10 τῆς παρούσης καὶ ὑπὸ τὴν ἐκεῖ κλίμακα, τῷν κατ' ἴδιαν συνεταίρων της τυγχανόντων ἀπασῶν τῶν κατά τὴν παράγραφον 4 τοῦ αὐτοῦ ἄρθρου ἀπαλλαγῶν καὶ μὴ δυναμένων νὰ θεωρηθοῦν ὅτι κέκτηνται ἐγκατάστασιν ἐν 'Ελλάδι ἐκ τῆς ἐν αὐτῇ δραστηριότητος τῆς 'Εταιρείας.

δ) Εἰς οἰονδήποτε ἔτερον τρίτον, ἐν τοιαύτῃ ὅμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγχρίσεως τοῦ Ὑπουργοῦ Ἐθνικῆς Οἰκονομίας, κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἡτις κρίσις θὰ περιορίζεται μόνον ὡς πρὸς τὸ πρόσωπον, φυσικὸν ἢ νομικόν, τοῦ ἐκχοχέως.

2. Ό 'Υπουργός 'Εθνικῆς Οίκονομίας δύναται ἐν τούτοις διὰ λόγους 'Εθνικῆς 'Ασφαλείας νὰ ἀπαγορεύῃ τὰς μετα-βιβάσεις τὰς προβλεπομένας ἐν παραγράφῳ 1, ἐδάφια α), β) καὶ γ) τοῦ παρόντος ἄρθρου.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ἐν παραγράφῳ  
1 ἑδάφια α., β.) καὶ γ.) ἀνωτέρω δριζόμενα, ή Ἐταιρεία θὰ  
παραμεινή ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου,  
ἀλληλεγγύως καὶ εἰς δόλοκληρον μετὰ τοῦ ἐκδόχέως, διὰ τὴν  
ἐκπλήρωσιν τῶν δρων καὶ συμφωνιῶν τῆς παρούσης συμβά-  
σεως.

4. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν παραγράφῳ 1 ἐδ. α), β), γ) καὶ δ) καθοριζόμενα, ἀπασαὶ, αἱ πραγματοποιηθεῖσαι συμφώνως τῇ παρούσῃ συμβάσει ἐπενδύσεις, δαπάναι καὶ ἔξοδα τῆς Ἐταιρείας καθὼς καὶ τὰ πραγματοποιηθησόμενα ἔσοδα, θὰ θεωροῦνται ὡς τοιαῦτα τοῦ ἔκδοχέως, συμφώνως τῇ παρούσῃ συμβάσει, συμπεριλαμβανομένων τῶν ὑποχρεώσεων ἐπενδύσεως καὶ φορολογίας.

\*Año 24.

'Εργαυοστέοι Νόμοι.

1. Η Ελληνική Κυβέρνησις έγγυαται εις τὴν Ἐταιρείαν διτοιχητικὸν διοικητικὸν διόρθωμα, η οίονδήποτε διοικητικὸν μέτρον θέλει λύσην ή καθ' οίονδήποτε τρόπον τροποποιήσῃ τὴν παρούσαν σύμβασιν ἀνευ εἰδικῆς πρόξ τοῦτο συγκαταθέσεως τῆς Ἐταιρείας.

2. Η Ἐταιρεία καὶ αἱ ἔργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἑκάστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν, πάντως διμως μόνον μέχρι τοῦ σημείου καθ' ὃ δὲν εὑρίσκονται εἰς σύγκρουσιν πρὸς τοὺς δοοὺς καὶ συμφωνίας τῆς παρούσης συμβάσεως.

3. Ἐν περιπτώσει τοιαύτης συγκρούσεως, παρούσης ἢ μελλοντικῆς, θὰ κατισχύουν οἱ δροὶ καὶ συμφωνίαι τῆς παρούσης συμβάσεως, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ Κανονισμῶν, αἱ συγκρουόμεναι μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως, δὲν θὰ ἔχουν ισχὺν δύον ἀφορᾶ τὴν Ἐταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

'Αρθρον 25.

'Ανωτέρα Bix.

1. Παράλειψις τῆς Ἐταιρείας ὅπως ἐκπληρώσῃ οἰαν-  
δήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεών της  
δὲν θὰ παρέχῃ τὸ δικαιώμα εἰς ἔγερσιν οἰασδήποτε ἀπαι-  
τήσεως καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμ-  
βάσεως, ἐφ' ὃσον ὡς ἄνω παράλειψις ὁφείλεται εἰς ἀνω-  
τέραν βίᾳν. Ὁ δρός οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ περιο-  
ριστικῶς, πράξεις τοῦ ἔχθροῦ, ἀποκλεισμούς, θεομηνίας,  
ἐπιδημίας, σεισμούς, πυρκαϊάς, ἔκρηξεις, πλημμύρας, τυ-  
χαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς;  
ἔξεγρέσεις, στάσεις, ἀπεργίας, οἰανδήποτε κυβερνητικὴν πρᾶ-  
ξιν ἢ πράξεις οἰασδήποτε Ἐλληνικῆς Ἀρχῆς ἢ ξένης Κυ-  
βερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ  
ἐνέργειαν, διαφεύγουσαν τὸν ἔλεγχον τῆς Ἐταιρείας. Ἐφ'  
ὅσον συνεπείᾳ τοιαύτης ἀνωτέρας βίᾳς, καθυστερεῖται ἢ  
συμμόρφωσις τῆς Ἐταιρείας πρὸς τὰς ἐκ τῆς παρούσης συμβά-  
σεως ὑποχρεώσεις της ἢ ἀσκησις τῶν ἐκ ταύτης δικαιωμά-  
των της, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερήσεως  
θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ  
τῆς συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ  
ἀσκησιν δικαιωμάτων.

2. Έὰν ἡ ρηθεῖσα κατάστασις ἀνωτέρως βίᾳς δύειλο-  
μένη εἰς μίαν ἢ πλείονας αἰτίας, συνεχισθῇ πέραν τοῦ ἐνὸς  
συναπτοῦ ἔτους, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγ-  
γράφως, ἐπ’ ὥφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων  
τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεων τῆς  
ἐκ τῆς παρούσης συμβάσεως, ἐπὶ τῇ τοιαύτῃ δὲ ἐγγράφως  
παραιτήσει, ἡ παροῦσα σύμβασις θὰ λύεται. Ἐπὶ τῇ τοιαύτῃ  
παραιτήσει ἡ Ἐταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑπο-  
χρεώσεων τῆς πάσης φύσεως ἔνχντι τοῦ Ἑλληνικοῦ Δη-  
μοσίου ἐκ τῆς παρούσης συμβάσεως, τὸ δὲ Ἑλληνικὸν Δη-  
μόσιον, ὡς καὶ ἡ Ἐταιρεία δὲν θὰ διατηροῦν οἰστδήποτε  
ἔνναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οίου-  
δήποτε τῶν δρῶν τῆς παρούσης συμβάσεως παρ’ ἐκατέρου  
τῶν συμβαλλομένων μερῶν καὶ θὰ παράσχουν ἀμοιβαίως πλή-  
ρη καὶ ἀνεπιφύλακτον ἐγγραφὸν ἀπαλλαγῆν.

"Αρθρον 26.

Διατησία.

1. Έξαιρέσει τῶν ἐν παραγγάφῳ 2 τοῦ παρόντος ἄρθρου δριζομένων πᾶσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐπιτροπής διαφωνίᾳ ἀνακύπτουσα ἐν σχέσει μὲ τὴν παροῦσαν σύμβασιν θὰ λύεται διὰ δικιτησίας κατὰ τὰ ἐν ἄρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων» σχετικῶς διοικούμενα.

2. Προκειμένου, όμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἀρθρῷ 21 διέξεται, ἡ ἀμφισβητήσεων ἀφορωσῶν διαφοράν, διένεξιν ἡ δικαιωνίαν, ὡς πρὸς τὴν ἔρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς συμβίσσεως αἰτινες δύνανται νὰ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἀρθρά 3, 4, 16, 12 καὶ 13, ἡ δικιτησία θὰ διεξάγεται κατὰ τὸν ἀκόλουθον τρόπον.

Τὸ ἐπιθυμοῦν τὴν διαιτησίαν μέρος, δι' ἔγγραφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸ ἔτερον θὰ γνωστοποιητάτῳ τὴν τοιαύτην του ἐπιθυμίαν, θὰ καθορίζῃ ἀκριβῶς τὰ θέματα τῆς διαφορᾶς, διενέξεως, η δικρανίας, θὰ ὅριζῃ τὸν διαιτητὴν αὐτοῦ, καὶ θὰ καλῇ τὸ ἔτερον μέρος ὅπως διορίσῃ τὸν δεύτερον διαιτητὴν. Ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς λήψεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἔτερον μέρος θὰ γνωστοποιήσῃ ἔγγραφως πρὸς τὸ αἰτησάμενον τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης, δὲ δὲ δεύτερος διαιτητὴς διορίζεται ὑπὸ τοῦ Προέδρου τοῦ Διεθνοῦς Δικαστηρίου τῆς Χάγης, ἐπὶ τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν μέρους. Οἱ οὕτω διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δεύτερου διαιτητοῦ, ὅπως ἔκλεξωσι κοινῇ συμφωνίᾳ

τὸν τρίτον διαιτητήν, δεῖται θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἐκλογὴν τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ, προθεσμίας, τοῦτον διορίζει ὁ Πρόεδρος τοῦ Διεθνοῦ Δικαστηρίου τῆς Χάγης ἐπὶ τῇ αἰτήσει τῶν διαιτητῶν ἢ ἐκατέρου ἕξ αὐτῶν.

Οἱ διαιτηταὶ ὀφείλουσι νὰ ἔκδωσωσι τὴν ἀπόφασίν των ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποίησεως πρὸς τὸν τρίτον διαιτητὴν τοῦ διορισμοῦ τοῦ. Ή προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Οἱ διαιτηταὶ δὲν δεσμεύονται ὑπὸ οἰωνδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαιτησίας. Δικαιοῦνται νὰ ἔξεταζωσι μάρτυρες, ἐνεργῶσιν αὐτοψίας, διαιτᾶσσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπὸ ὅψιν οἰασδήποτε ἀποδεικτικὰ στοιχεῖας.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς ἐκ τῶν διαιτητῶν διπώς συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος βάσει τῆς τηρηθείσης διὰ τὸν διορισμὸν τοῦ διαιδικαστίας. Εἰς τὴν περιττωσίν ταύτην ἡ προθεσμία πρὸς ἔκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ κωλύματος ἢ τῆς ἀρνήσεως, βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν κωλυμένων διαιτητῶν, μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυμένου ἢ ἀρνουμένου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἄρνησις τινὸς τῶν διαιτητῶν διπώς ὑπογράψῃ τὴν διαιτητικὴν ἀπέφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

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

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

Ἀρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου.

Καθ' ἣν ἔκτασιν ἡ Ἐταιρεία θὰ χρησιμοποιῇ συνεχῶς Ἰδιοκτησίαν κινητήν, ἡ ἀκίνητον, τοῦ Ἑλληνικοῦ Δημοσίου:

α) εἴτε συνεπείχ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἀρθρῷ 15 ὁρίζομενα,

β) εἴτε βάσει τῶν ἑτέρων διατάξεων τοῦ ἀρθροῦ 15,

γ) εἴτε βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἡ Ἐταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῆται τῆς Ἰδιοκτησίας ταύτης, ὡς ἔὰν ἦτο ἡ ἴδια Ἰδιοκτήτρια αὐτῆς καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰούδήποτε τρίτου.

Ἀρθρον 28.

Εὐθύνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως Δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῦ διὰ τοῦ παρόντος διτοῦ οὐδὲν ἔτερον νόμιμον δικαιώματα ἢ ἀπαιτήσις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογεννανθράκων ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὡς ὁρίζεται ἐν ἀρθρῷ 1, ἔὰν δὲ ἥθελε ἀξιωθῆ τοιεῦτον δικαιώματα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Ἐταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἐταιρείας ἔναντι τοιούτων ἀπαιτήσεων. Ἐάν ἐν τούτοις οἰούδήποτε τρίτος ἥθελεν ἐπιτυχῶς διεκδικήσει δικαιώματα τι κατὰ τῆς Ἐταιρείας, ἢ ἥθελεν ἀναγνωρισθῆ ὁριστικῶς καὶ τελεσιδίξεως οἰούδήποτε τοιούτον δικαιώματα δι' ἀποφάσεως Ἑλληνικοῦ Δικαστηρίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα τοῦ δικαιούσαν σύμβασιν ἀπαλλασσομένη οἰασδήποτε βάσει ταύτης ὑποχρέωσεως τῆς, τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἐταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

Ἀρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (MARKETING) καὶ Διώλισις Διάθεσις εἰς τὴν ἀγοράν.

1. Ἐάν ὀψέποτε, διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία ἐπιθυμῇ νὰ ἀποκτήσῃ δικαιώματα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι, παραγομένων παρ' αὐτῆς ἐν Ἑλλάδι τὸ Ἑλληνικὸν Δημόσιον, ἐπὶ τῇ σχετικῇ αὐτήσει τῆς Ἐταιρείας, ὑποχρεοῦται νὰ χορηγηθῇ αὐτῇ τὸ ρηθὲν δικαιώματα ὑπὸ δρους οὐχὶ διληγότερον εὐνοϊκούς τῶν χορηγηθέντων ἢ χορηγηθησομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ἡμέρας τῆς ἀνωτέρως εἰς οἰούδήποτε τρίτον, φυσικὸν ἢ νομικὸν πρόσωπον κεκτημένον τὸ δικαιώματα ἐρεύνης ἢ καὶ παραγωγῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Διώλισις

2. α) Ἐάν καθ' οἰούδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ὑπὸ τῆς Ἐταιρείας παραγωγὴ ἀργοῦ πετρελαίου φθάσῃ ἐπίπεδον ὑπερβαῖνον τὰς ποσότητας τὰς ὁποίας ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνων τῷ ἀρθρῷ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὕτη θὰ κέκτηται ὡσαύτως τὸ δικαιώματα νὰ κατασκευάσῃ καὶ ἐκμεταλλεύσῃ διϋλιστήριον, ἵνα διύλιζῃ ἐν αὐτῷ τὸ διπερ δικαιοῦται νὰ ἔξαγῃ ἀργὸν πετρελαίου, καὶ νὰ ὑπὸ τὸ διπερ δικαιοῦται νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

β) Ἐάν ὀποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχώρια διϋλιστήρια, τὰ ἐφοδιάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχώριου ἀγορᾶς ὡς καὶ ἐγχώρια διϋλιστήρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῶς ἐκμεταλλεύσιμου ἀνακαλύψεως παρὰ τῆς Ἐταιρείας ἐγχώριου ἀργοῦ πετρελαίου, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχώριου ἀγορᾶς ἐκ τῆς ἀδιάς αὐτῶν δυναμικούτητος, τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν διτοῦ ἡ Ἐταιρεία δύναται νὰ προμηθεύῃ ἐπαρκὲς πρὸς τοῦτο ἐγχώριον ἀργὸν πετρελαίου θὰ δίδῃ καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἀρθρου 12 ὑποχρεώσεων αὐτῆς δικαιώματα προτεραιότητος εἰς τὴν Ἐταιρείαν ἔναντι δλων τῶν ἄλλων ἐγχώριων διϋλιστηρίων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἴτε : (1) ἐκ τῆς παραγωγῆς παντὸς διϋλιστηρίου τὸ ὄποιον θὰ ἔχῃ προηγουμένως κατασκευάσει ἡ Ἐταιρεία διὰ τὴν ἔξαγητην προϊόντων περὶ ὃν τὸ ἐδάφιον α) τῆς παρούσης παραγράφου 2 ἢ (2) ἐφ' δόσον δὲν θὰ ἔχῃ κατασκευασθῇ τοιούτον διϋλιστήριον ἐκ τῆς παραγωγῆς νέου διϋλιστηρίου τὸ δοποῖον τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν Ἐταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχώριου ἀγορᾶς, δόσον καὶ πρὸς τὸν σκοπὸν τῆς ἔξαγωγῆς πάσης παραγωγῆς τοῦ διϋλιστηρίου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχώριου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τούτοις, διτοῦ οἰούδήποτε τοῦ ἐδάφου β) τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δικαιώματα τῆς Ἐταιρείας, θὰ γεννηθοῦν μόνον : (1) ἐφ' δόσον ἡ Ἐταιρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγοντα ἀργὸν πετρελαίου ἐν Ἑλλάδι, ἢ (2) ἐὰν ἡ Ἐταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρελαίου ἐν Ἑλλάδι, χωρὶς δόμως νὰ εἶναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἐκεῖνοι οἵτινες ἥσαν οἱ πρῶτοι, ἀπαρνηθοῦν ἡ παρατηθοῦ παντὸς τυχὸν δικαιώματός των πρὸς κατασκευὴν διϋλιστηρίου.

δ) Ἐν περιπτώσει καθ' ἣν ἡ Ἐταιρεία ἔχει τὸ δικαιώματα κατασκευάσης ἢ χρησιμοποιήσης διϋλιστηρίου κατὰ τὰς διατάξεις τοῦ δικαιούματος δικαιώματα τῆς Ἐταιρείας, παρὰ τὴν παραγράφου 2, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἢ χρησιμοποίησην ὑπὸ δρους καὶ συμφωνίας ἀμοιβαίων συνομολογηθησομένους κατὰ τὴν στιγμὴν καθ' ἣν θὰ γενηθῇ τὸ δικαιώματα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, διτοῦ οἰούτοις δροὶ καὶ συμφωνίαι δὲν θὰ εἶναι διατὴν Ἐταιρείαν διληγότερον εὐνοϊκού ἀπὸ τοὺς παραχωρησάντας

εἰς ἔτερα ἐν Ἑλλάδι Διυλιστήρια, ἔξαιρουμένου τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου.

ε) Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα ὅπως, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἑσωτερικὴν κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέτος διυλιστηρίου ἢ ἔξι ὑπάρχοντος τοιούτου χρησιμοποιουμένου κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἐδαφίου β) τῆς παραγράφου 2, δίδῃ ἀπόλυτον προτεραιότητα εἰς τὰ ἀναλόγους πρὸς τὴν δυναμικότητα του ἀνάγκας τοῦ τοιούτου Διυλιστηρίου καλύπτουσα ταύτας ἐκ τῆς ίδιας αὐτῆς παραγωγῆς ἔγχωρίου ἀργοῦ πετρελαίου : (1) καθ' ὁ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διυλιστηρίου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἔγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ τοῦ Ἑλληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν ὅρον ὃτι ἡ Ἐταιρεία θὰ συνεχίσῃ νὰ ἐκτελῇ μέρι τοῦ ὅρου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παραγραφὸν 3 τοῦ ἀρθρου 12 τυχὸν ὑποχρέωσιν τῆς μετὰ τὴν ὑπέρ τοῦ ἕδου αὐτῆς Διυλιστηρίου παραχώρησίν της τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Οὐδὲν τῶν ἐν ἐδαφὶ ω β) τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 ὅριζομένων, ἢ πᾶσα ἄλλη ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἐρμηνεύεται ὡς θέτουσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἐταιρείας ἢ τῶν συγγενῶν αὐτῆς Ἐταιρειῶν, ἢ τῶν ὑπὸ αὐτῆς ἰδρυθεισῶν Ἐταιρειῶν νὰ ζητήσουν δικαίωμα ἰδρύσεως ἢ συμμετοχῆς εἰς τὴν ἰδρυσιν Διυλιστηρίων ἐν Ἑλλάδι εἰς πάντα χρόνον.

ζ) Ὁ εἰς τὸ κείμενον τῆς παρούσης συμβάσεως δρος «Ἐλληνικὸν Κρατικὸν Διυλιστήριον» θὰ ὑπονοῇ τὸ Κρατικῆς Διυλιστήριον, ἐστω καὶ ἀν τοῦτο ἔξεχωρήθη ἢ θὰ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. "Απαντα τὰ κατὰ τὸ παρὸν ἀρθρον δικαιώματα τῆς Ἐταιρείας θὰ ἀσκοῦνται εἴτε ὑπὸ αὐτῆς ἢ ὑπὸ συγγενοῦς ἢ ὑπὸ αὐτῆς ἰδρυομένης Ἐταιρείας ἢ Ἐταιρειῶν, ὡς ὅριζεται ἐν ἀρθρῳ 23 τῆς παρούσης συμβάσεως.

"Αρθρον 30.

#### Ἐγγύησις.

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Διεύθυνσιν Μεταλλείων τοῦ Ὑπουργείου Ἐθν. Οἰκονομίας), ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδι, διὰ ποσὸν δολλαρίων Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Ἐταιρείας τὰς λήξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περίοδον πέντε ἔτῶν ἀπὸ τῆς ἡμέρας ἵσχυος τῆς συμβάσεως, ἢ δὲ Ἐταιρεία θὰ ὑποχρεοῦται, ἀνευ ἑτερας εἰδοποιήσεως, νὰ ἀνανεώνῃ ἀνὰ πενταετίαν τούλαχιστον τὴν ἐγγύησιν ταύτην κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ἵσχυος τῆς συμβάσεως καὶ μέχρι λήξεως ἢ λύσεως ταύτης. Ἐάν ἡ νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδι τέσσαρας (4) μῆνας τούλαχιστον πρὸ τῆς ἐκπνοής τῆς ἵσχυούσης ἐγγυητικῆς ἐπιστολῆς, ἢ παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἵσχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὄριστικῶς πληρωτέα παρὰ τῆς Ἐταιρείας, κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἐνα μῆνα ἀφ' ἡς ταῦτα κατέστησαν ὄριστικῶς πληρωτέα. Ἐάν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῆ ὄριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγυητικῆς, ταῦτα δύνανται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς ὄριστικοποιήσεως των διὰ τῆς εἰσπράξεως τῆς ἐγγυητικῆς, ἐκτὸς ἐάν ἡ μισθωτρια Ἐταιρεία παράσχῃ ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

Ἐάν δι' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυητικῆς, ηθελε καταστῆ κατώτερον τῶν δολλαρίων Η.Π.Α. 300.000, ἡ Ἐταιρεία ὑποχρεοῦται νὰ συμπληροῖ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν δοπίαν αὕτη κατέστημικροτέρα τῶν

δολλαρίων Η.Π.Α. 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ, ὑπὸ τοῦ ἐδαφίου δ) τῆς παραγράφου 3 τοῦ ἀρθρου 21.

Ἡ ἀνωτέρω ἐγγύησις ἔχει κακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καθ' ἥν ἥθελε λάβει χώραν ἐκχώρησις, κατ' ἐφαρμογὴν τοῦ ἀρθρου 23 παρ. 1 ἐδαφ. α),β) καὶ γ) τῆς παρούσης συμβάσεως.

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

"Αρθρον 31.

#### Ἀπαλλαγὴ 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.

#### Ἀρχὴ ἴσχυός τῆς παρούσης.

1. Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἀρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἥν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τοῦ κυρωῦντος ταύτην. Νόμου ἀρχεται ἡ ἴσχυς τῆς παρούσης συμβάσεως καὶ ἐκ ταύτης συνέπεια.

2. Ἐάν ἡ παρούσα σύμβασις ἥθελε κυρωθῆ μὲ τροποποιήσεις ἡ Ἐταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ ἡ ἔχη τὸ δικαίωμα νὰ ἀποστῇ ὀλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὅμως αὕτη νὰ δηλωσῃ ἐγγράφως, ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυρώσαντος τὴν σύμβασιν ὡς ἐτροποποιήθη.

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

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

"Αρθρον 33.

#### Κοινοποιήσεις.

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

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

Ἐις Ὑπουργεῖον Ἐθνικῆς Οἰκονομίας  
Γενικὴν Διεύθυνσιν Μεταλλείων  
Αθῆναι—Ἐλλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν ANSCHUTZ OVERSEAS CORPORATION OF GREECE φροντίδι τοῦ Σωκράτους I. Βεκρῆ, Φιλελλήνων 19 Αθῆναι ὅστις δρίζεται ἀντίκλητος τῆς Ἐταιρείας ἐν Ἑλλάδι.

Ἐν ἀνακλήσει τοῦ ὡς ἄνω ἀντικλήτου ἡ Ἐταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ διοικητεύοντα ποσόν καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλήτου διοικητού νὰ είναι κάτοικος Αθηνῶν, μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρων ἀντίκλητον.

"Αρθρον 34.

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

Ἡ ANSCHUTZ OVERSEAS CORPORATION OF GREECE δηλοῖ, ὅτι δικαιούμενος ταύτης ἡ ANS-

CHUTZ OVERSEAS CORPORATION κατά πρωτοβουλίαν της δύοις ωργανώθη, έλαβε πλήρη γνώσιν τῶν δρωμάτων της παρούσης συμβάσεως, καὶ διὰ τὸ ANSCHUTZ CORPORATION INC. ήτις εἶναι κύριος μέτοχος τῆς τελευταίας ταύτης ἐταίρείας ἔλαβεν ἐπίσης γνώσιν τῶν δρωμάτων τῆς παρούσης συμβάσεως.

Δι’ ἵδιαιτέρας 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 ANSCHUTZ CORPORATION INC. ἀναλαμβάνει τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, ὅπως, ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ νόμου, παράσχῃ καθ’ δῆλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως εἰς τὴν ANSCHUTZ OVERSEAS CORPORATION OF GREECE ἐν περιπτώσει μεταβιβάσεως εἰς τὸ κατὰ τὰ ἐν ἁρθρῷ 23 παρ. 1 ἐδάφια α), β) καὶ γ) τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς δὴ μεταβιβάσις, πᾶσαν ἀναγκαῖαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν 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 ἄνω σχεδίῳ τῆς ἐπιστολῆς ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη ANSCHUTZ OVERSEAS CORPORATION OF GREECE ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον ("Πούργ. Ἐθν. Οἰκονομίας Γενικὴ Διεύθυνσιν Μεταλλείων") τὴν ἐπιστολὴν ταύτην ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου, ἡ παρούσα σύμβασις θὰ θεωρήται ὡς ἄκυρος μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

"Ἀρθρον 35.

Ἐφαρμογὴ τοῦ Ν.Δ. 2687/1953.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχῃ πρὸ τῆς ἐνάρξεως, ἐν πάσῃ περιπτώσει, τῶν ἐν ἁρθρῷ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 "περὶ ἐπενδύσεως καὶ προστασίας Κεφαλαίων Ἐξωτερικοῦ" προβλεπομένην πραστασίαν διὰ τὰ ἐκ τοῦ Ἐξωτερικοῦ εἰσαχθήσομένα πάσης φύσεως καὶ μορφῆς κεφάλαια, τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπὸ αὐτοῦ δριζόμενην διαδικασίαν.

"Ἀρθρον 36.

Καταβολὴ εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἔτοι ἀπαίτησις διὰ χρηματικᾶς καταβολᾶς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ ἡς Ἐταιρείας κατὰ τοὺς δρους τῆς παρούσης Συμβάσεως, ἐφ’ ὃσον περὶ ταύτης δὲν προβλέπεται ἀλλὰ λοις 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 ἄνω μηνός, κατὰ τὰς διατάξεις τοῦ ἁρρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ’ δῆλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἐνα μηνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἐταιρείαν τῆς σχετικῆς ὁριστικῆς διαιτητικῆς ἀποφάσεως.

"Ἀρθρον 37.

Καλὴ Ἐκτέλεσις Συμβάσεως.

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν δέον ὅπως διέπωνται ὑπὸ πνεύματος ἀρμονικῆς συνεργασίας καθ’ δῆλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως. Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν, διὰ αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν καὶ τὰς ἐργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν ἐν τῷ ἀνωτέρῳ ἁρθρῷ 1 περιγραφομένην χερσαίαν καὶ θαλασσίαν περιοχήν, διὰ τὸ παρούσα σύμβασις ἐνσωματώσει τὴν πλήρη συμφωνίαν αὐτῶν καὶ διὰ δὲν ὑφίστανται ἔτεραι γραπταὶ ἢ προφορικαὶ συφωνίαι πέραν τῶν δρωμάτων τῆς παρούσης συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω διὰ παραμένουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἢ ἀντικατασταθῶσιν εἰμὴ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφησομένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

"Ἀρθρον 38.

Ἐγκυρότης Κειμένων.

Ἡ παρούσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦντα ἵστης ἴσχυος.

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

Ἐν Ἀθήναις τῇ 22/1/72

Οἱ Συμβαλλόμενοι

Διὰ τὸν Ἑλληνικὸν Δημόσιον

Γ. ΠΕΖΟΠΟΥΛΟΣ

Τπούργδς Ἐθνικῆς Οἰκονομίας

Διὰ τὴν ANSCHUTZ OVERSEAS CORPORATION OF GREECE  
EVERETT J. ATHENS

Εἰδικὸς ἐκπρόσωπος

ΠΙΝΑΞ Β'

Κόστος - Ἐξοδα-Βάρη.

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

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

β) Διοικητικὰ ἔξοδα, γενικὰ ἔξοδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν εἰσφορῶν, τῶν τελῶν διὰ διπλώματα εὑρεσιτεχνείας, δαπανῶν ἀδειῶν καὶ δαπανῶν δὲ ἐρεύνας.

γ) Ἀποσβέσεις πρὸς εἴκοσι τοὺς ἑκατὸν (20%) κατ’ ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ώς π.χ. ἀξίᾳ ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἐν τρίτον τοῖς ἑκατὸν (33,1/3%) κατ’ ἔτος τῶν δαπανῶν αἵτινες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ώς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἐρευνῶν).

Ἡ ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5% ἐτήσιως, ἡ δὲ διὰ ἀγωγούς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10% ἐτήσιως. Τυχὸν εὐνοϊκῶτερα ποσοτὰ ἀποσβέσεως ἢ ἀλλα φορολογικά κίνητρα ἴσχυοντα ἢ εἰς τὸ μέλλον παρασχεθῆσμενα, δὲν θέλουσι ἔχη ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὁμοιδῶν ἐπιτειρήσεων.

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

ε) Ζημίαι προερχόμεναι ἀπὸ βλάβην ἢ καταστροφὴν ἢ ἀπώλειαν περιουσιακῶν στοιχείων χρησιμοποιηθέντων, παραχθέντων, κατασκευασθέντων ἢ πωληθέντων καὶ αἵτινες δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἀλλως, συμπεριλαμβανομένων ζημιῶν ἐξ ἐπισφαλῶν ἀπαντήσεων, ἀπαυτήσεων 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 διῶν τῶν δανείων ἢ ἐτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἐταιρείας ἢ συγγενῶν ἢ ἐκ μέρους τρίτων, τὰ δὲ ἐπιτόκια νὰ εἶναι λογικά καὶ συμφώνως μὲ τοὺς τρέχοντας διεθνεῖς νομισματικοὺς δρους.

ζ) Καταβολὴ καὶ ἀμοιβὴ δι’ ὑπηρεσίας ἀλλων, εἴτε :

1) Ὁφειλόμεναι ἢ πληρωνόμεναι ἀπ’ εὐθείας εἰς τοὺς δικαιούχους, ἢ

2.) Όφειλόμεναι ή πληρωνόμεναι διάχορασμὸν τῶν δικαιούχων μέσω ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἄλλων ταμείων.

η) Ἡ μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκαταλειφθέντων ἢ ἄλλως πως διατεθέντων περιλαμβανόμενών καὶ τῶν μὴ παραγωγικῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἔκμεταλλευσίμους.

θ) Μισθώματα ἢ ἔτεραι καταβολαὶ εἰς τρίτους διὰ τὴν χρῆσιν οἰωνὴποτε περιουσιακῶν στοιχείων ἀνηκόντων 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 ἀρθροῦ 10 τῆς παρούσης συμβάσεως προβλέπομενα.

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

λ) Δαπάναι διὸ ἐρευνητικὰς ἐργασίας καὶ ἀνοικοδομήσεως (ὡς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος Πίνακος) ἐφ' ὅσον ἡ Ἐταιρεία ἀποφασίσῃ τὴν ἀπόσβεσίν των κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, κατὰ τὰ ἐν παραγράφῳ 2 τοῦ παρόντος Πίνακος καθοριζόμενα.

μ) Πᾶσα ἀλλη δαπάνη συνήθης καὶ ἀναγκαίᾳ διὰ τὴν ἐργασίαν, ἢς ἡ ἐκπτωσὶς ἐπιτρέπεται ὑπὸ τῆς ἔκαστοτε Ἐλληνικῆς-Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν Ἀνωνύμων Ἐταιρειῶν.

2.) Τὰς δαπάνας διὸ ἐρευνητικὰς ἐργασίας καὶ ἀνοικοδομήσεως προβλέπεται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιούμενας μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἔκμεταλλευσιν, θὰ δικαιοῦται ἡ Ἐταιρεία, εἴτε νὰ ἐκπίπτῃ, κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. Ἡ σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἡ κεφαλαιοποιήσεώς των, θὰ λαμβάνηται κατ' ἓτος παρὰ τῆς Ἐταιρείας διὸ ἔκαστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β' καθορίζομένων ὁ δρός «Δαπάναι διὸ ἐρευνητικὰς ἐργασίας» θὰ θεωρῆται περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἔκτασεώς του ἡ τὰς σχετικούμενας πρὸς τοὺς σκοπούς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ δρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὸ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ διὸ ἄλλας ἐγκαταστάσεις ἢ διὸ ἔξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωλῆνας ἐπενδύσεως (CASINGS), ἀποθηκευτικὸς χώρους, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Αντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δρου τούτου θὰ περιλαμβάνονται δαπάναι σχετικούμεναι πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γηῖνας, ἐναερίους ἢ θαλασσίας, ἀπασαὶ αἱ δαπάναι διὰ τελολογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἀλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἔκτασεως κοιτασμάτων ὑδρογονανθράκων.

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

Ἐν τῇ ἐννοίᾳ τοῦ δρου δὲν περιλαμβάνονται αἱ δαπάναι αἱ δαπάναι διὸ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ διὸ ἄλλας ἐγκαταστάσεις ἢ διὸ ἔξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωλῆνας ἐπενδύσεως (CASINGS), ἀπο-

θηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα κ.λ.π.

Ἄντιθέτως, ἐν τῇ ἐννοίᾳ τοῦ δρου περιλαμβάνοντοι αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις ἀνατινάξεις διὰ δυναμίτιδος καὶ καθαρισμὸν φρεάτων, καθαρισμὸν ἀποστράγγισιν καὶ ἴσοπέδωσιν γαιῶν, κατασκευὴν ὄδῶν, χωρομέτρησιν (γεωλογικὰς μελέτας καὶ τοπογραφικὰς καὶ γεωλογίας ἐπισκοπήσεις) προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ χώρων ἀποθηκεύσεως, κατασκευὴν ἀγωγῶν καὶ ἄλλων ἐγκαταστάσεων ἀναγκαίων διὰ τὴν προπαρασκευὴν ἡ γεωτρησιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

4. Ἐφ' ὅσον ἡ Ἐταιρεία ἀποφασίζῃ νὰ κεφαλαιοποιῇσῃ σιασθήποτε «Δαπάνας ἐρευνητικῶν ἐργασιῶν» καὶ «ἄλλους δαπάνας γεωτρήσεων» κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὔτε κεφαλαιοποιούμεναι δαπάναι θὰ ἀποσβέννυνται παρὰ τῆς Ἐταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν γρήσεων, ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς γρήσεως καθ' ἣν πραγματοποιοῦνται αὗται.

Ἐν Ἀθηναῖς τῇ 22 Ιανουαρίου 1972

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἐλληνικὸν Δημόσιον

Γ. ΠΕΖΟΠΟΥΛΟΣ

Υπουργὸς Ἐθνικῆς Οἰκονομίας

Διὰ τὴν ANSCHUTZ OVERSEAS CORPORATION

OF GREECE

EVERETT J. ATHENS

Εἰδικὸς Ἐκπρόσωπος

A G R E E M E N T

FOR THE EXPLORATION FOR AND DEVELOPMENT OF HYDROCARBONS IN THE AREA OF THESSALONIKI AND THE GULF OF SINGITIKOS

P R E A M B L E

WHEREAS, pursuant to letter dated April 26th 1971 of ANSCHUTZ OVERSEAS CORPORATION OF GREECE to the Ministry of Industry of the Kingdom of Greece, preliminary discussions were held in Athens, between representatives of the GREEK STATE and ANSCHUTZ OVERSEAS CORPORATION OF GREECE 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 ANSCHUTZ OVERSEAS CORPORATION 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 ANSCHUTZ OVERSEAS CORPORATION OF GREECE, being a corporation duly established and operating in accordance with the laws of the State of Colorado U.S.A. and having its principal offices in the city of Denver of the State of Colorado U.S.A., is wholly owned by ANSCHUTZ OVERSEAS CORPORATION, with principal offices also in the city of Denver of the State of Colorado U.S.A. which is also wholly owned by ANSCHUTZ CORPORATION INC. acting in accordance with the laws of the State of Kansas U.S.A.

Now therefore

Between :

1. The Kingdom of Greece, hereinafter referred to as the «Greek State» lawfully represented by the Minister of National Economy Mr. George Pezopoulos and

2. ANSCHUTZ OVERSEAS CORPORATION OF

GREECE, hereinafter referred to as the «Corporation» or the «lessee», represented by its special attorney Everett J. Athens, acting by virtue of a special Power of Attorney granted to him by the Corporation on July 14, 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 ANSCHUTZ OVERSEAS CORPORATION OF GREECE an on-shore and offshore area, of about 5.600 square kilometres, the boundaries of which are delineated in red on Chart No 11 scale 1 : 1.000.000 at Lat. 38°00'00" N, attached to the present Agreement and hereinafter referred to as SCHEDE «A», published in 1952 by the Hydrographic Service of the Greek Navy and amended up to and including 1956, signed by both contracting parties and constituting an integral part of the present Agreement.

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

From point A, situated at Lat. 40° 07' 15" N and Long. 24° 18' 28" E, and thence following North-westly the shore-line and shore to point B at Lat. 40° 17' 05" N and Long. 23° 41' 43" E, thence to point Γ at Lat. 40° 16' 47" N and Long. 23° 34' 10" E, thence to point Δ situated at Lat. 40° 38' 08" N and Long. 23° 05' 30" H, thence to point E situated at Lat. 40° 39' 15" N and Long. 22° 58' 45" E, thence to point Z at Lat. 40° 48' 20" N and Long. 22° 53' 20" E, thence to point H at Lat. 40° 48' 00" N and Long. 22° 28' 50" E, thence to point Θ at Lat. 40° 35' 10" N and Long. 22° 10' 40" E, thence to point I at Lat. 40° 00' 00" N and Long. 22° 28' 50" E, thence to point K at Lat. 40° 01' 42" N and Long. 22° 35' 23" E, thence following northwards and eastwards the shore-line and shore of Thermaikos Gulf to point A situated at Lat. 40° 33' 10" N and Long. 22° 59' 10" E, thence to point M, at Lat. 40° 33' 12" N and Long. 23° 05' 28" E, thence to point N at Lat. 40° 15' 35" N and Long. 23° 30' 00" E. Thence to the point Ξ on the shore situated at Lat. 40° 14' 20" N and Long. 23° 44' 30" E thence following Southwestly the shore-line and shore to the point O situated at Lat. 40° 02' 20" N and Long. 24° 00' 58" E and thence to the starting point A.

#### Article 2.

##### Right to Renewal and Reduction 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 of 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 aforesated.

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.

#### 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 : Seismic survey (onshore and offshore) plus any type of geological and geo-physical work to determine structural anomalies .....	150.000
2nd year : * Marine and onshore seismic survey plus any other type of geological, geo-physical, engineering and any other work necessary in determining a suitable drilling site and possible commencement of drilling or drilling operations .....	250.000
3rd year : Drill an offshore or onshore deep as detailed in Article 4 exploratory well with a rig capable of drilling to 5000 meters .....	1.250.000
Brought forward .....	1.650.000
4th year : Drill an offshore or onshore deep as detailed in article 4 exploratory well with a rig capable of drilling to 5000 meters .....	1.250.000
5th year : Two offshore or onshore deep as detailed in Article 4 exploratory wells with a rig capable of drilling to 5000 meters .....	2.500.000
Total investment .....	5.400.000

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

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

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

\* In the event that surveys to date in the course of the first or second year indicate in the opinion of the Corporation the desirability of drilling a well or wells, the Corporation shall have the right to commence such drilling at any time during the effective term of the Agreement ; however, the Corporation shall be liable for the first years minimum investment obligation for seismic and geological work. If the Corporation considers as that sufficient geological information has been obtained, the obligatory sum of \$ 250.000 for seismic and geological works during the second year may be disposed for exploratory drilling and/or commencement of drilling operations up to an amount of \$ 100.000.

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

U.S. 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 mentioned in item 1 of this Article or of any one of the periods mentioned in item 2 of this Article, in this later 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 not later than three months after the end of the 5th year or its extension, if any, as provided for in Article 21, item 8, and such payment shall be deemed to constitute complete compliance by the Corporation with its investment obligations of the 4th and 5th years of the period of its exploration operations.

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

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

Administrative expenses shall be taken to be all expenses by the City of BOSTON office of the Corporation and expenses charged or incurred by the company and/or subsidiaries or affiliates of the parent company for technical and administrative advice and managerial 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 three months after the effective date of this Agreement and all the exploration area shall be surveyed in detail by means of geological and/or geophysical methods during the first two years after the effective date of this Agreement, for the primary purpose of enabling the Corporation to determine the best possible locations for the drilling of exploration wells.

2. Subject to the provisions of item 1 of Article 3 hereof, the drilling of one deep exploration well shall be started and completed within 30 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 5.000 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 judgment.

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

7. A deep exploration well shall mean a well of a depth of not less than 3.500 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 3.500 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 3.500 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 3.500 meters, or until discovery of hydrocarbons, as under a) above, or until the crystalline or granite basement is encountered in it any depth, or until the circumstances arise which are foreseen under c) below, whichever of these four 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 3.500 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 the circumstances arise which are foreseen under c) below or until the Greek State and the Corporation agree that further drilling of this well is not justified, whichever of these four events occurs first.

d) Any exploration well of a depth of 300 meters below base of miocene into the Eocene which shall be proven paleontologically, but in no event shall the well be drilled to a total depth of less than 2650 meters.

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 3,500 meters or 2,650 in the case provided under d) above. 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 3,500 meters or 2,650 in the case provided under d) above. 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 judgment, under reservation of the replacement through another well as stipulated in this Article. However, if in this case the Greek State has serious technical reasons to believe that hydrocarbons could be discovered in this well at a greater depth, then the Greek State shall have the right to request the Corporation to continue the drilling of this well, provided this request is made to the Corporation before the rig is removed from the location and provided further that the Greek State shall not have the right to request that this well be drilled beyond the depth capability of the rig.

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

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

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

c) Should this additional drilling cause any delays in the fulfillment by the Corporation of its working obligations under this Article, such delays will be added to the 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 National Economy 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 maximum economic ultimate recovery.

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

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

4. In case the Greek State find 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 operations 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 fulfillment of its operations under this Agreement to reclaim lands or create islands within the exploration areas at any time held by it under this Agreement, provided permission to do so is obtained from the Army and 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 majeurs» 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, Transportation and Communications :

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

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

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

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

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

4. The royalty in kind on crude oil shall be taken delivery of by the Greek State at the field storage tanks of the Corporation within forty days from the end of each month to which the royalty payment applies,

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

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

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

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

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

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

8. The value of the royalty on natural gasoline shall be calculated on the actual 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 undertaking 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 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 ANSCHUTZ CORPORATION INC or any of its affiliated companies.

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

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

Schedule B is attached to this Agreement 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 operations of the Corporation are fixed, as well as the relative tractors, and finally, jeeps or equivalent vehicles of whatever kind not exceeding six at the beginning of operations and then one for each calendar year, shall be exempt from import 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 of vehicles imported by it into Greece in accordance with items 1) and 2) of this Article, except as otherwise provided in Article 22 of this Agreement and such exports shall not be subject to any special authorization or license in each instance nor to the payment of any export and customs duties or any other taxes, charges, fees and stamp duties.

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

#### Article 12.

##### Domestic Consumption and Exports.

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

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

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

require, from time to time, for the manufacture of petroleum products which each such refinery has the right or obligation to supply for domestic consumption.

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

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

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

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

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

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

d) Notwithstanding what is stated above in this item 6, the Corporation shall not possess any right either legal or by 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 4 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 cooperation in promoting the use of such unsuitable crude oil as a fuel substitute in industries in Greece.

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

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

10. 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 ad-

dition 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 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 of Article 13, at which the Corporation is entitled to purchase foreign currency with Drachma during the respective calendar month.

#### Article 13.

##### Foreign Exchange.

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

a) By converting 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 payment 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 Drachma revenue, obtained by the Corporation from the sales on the domestic market under the terms of Article 12. When the Corporation's Drachma revenues exceed its cash operating requirements in Greek currency, the Corporation shall be permitted to remit abroad such Drachmas 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 Drachma surplus funds in Greece and to invest such funds in interest-bearing deposits or securities or any other form of investment not barred to foreigners by the general laws of Greece. The provisions of the Greek legislation from time to time in force regarding the blocking of claims of persons permanently residing abroad and executable in Greece, and the blocking of shares, bonds and other assets, are not applicable in these cases. Investments in the stock of companies shall be subject to the approval of the Greek State, which approval, however, shall not be withheld except for reasons of undue financial risk involved in said investments.

3. a) The Corporation shall also have the right to retain abroad, and freely to dispose of, all currency proceeds that are surplus to the Corporation's cash operating requirements in Greek currency, including but not limited to the proceeds from the issuance of

stock, any form of loans and other advances, foreign currency revenues obtained from export sales of hydrocarbons under the terms of Article 12 or from other sources, as well as Drachmae surplus funds remitted from Greece under the provisions of this Article.

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

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

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

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

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

#### Article 14.

##### Other obligations of the Corporation.

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

2. The Corporation shall submit to the Ministry of National Economy 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 pre-

mises, 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 ANSCHUTZ CORPORATION INC. 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 cuttings.

c) For the measurements within the drilled area:

Schlumberger (the different loggings).

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

- (1) Electrical resistivity logging.
- (2) Self-potential logging.
- (3) 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 National Economy copies in quadruplicate of obtained geological and photogeological charts.

4. The Corporation shall advise the Ministry of National Economy 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 National Economy within three months after the end of each business period.

The Ministry of National Economy and other authorized services shall have the right to inspect at reaso-

nable 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 National Economy 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 request 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 belongs to private persons or other legal entities, their occupancy will be effected on the basis of existing legislation.

2. Under reservation on 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

sary 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 Corporation, the indemnity having to be paid by the Corporations.

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of Law 1540/1938, of Law 2344/1940 regarding sea and shores, and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and hydrocarbons and their storing as well as to create installations necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the Army and 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 diligence or appropriate action by the Corporation, will be considered as «force majeure» entailing also the consequences of «force majeure».

5. The Greek State will give to the Corporation all information and exact data of the precedents works and wells or any supporting material Collected from his own or thirds survey in the concession's area.

#### Article 16.

##### Use of Contractors.

1. For carrying out the Corporation's operations under this Agreement, including the carrying out of geo-physical 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 foreign shall be made known in due time to the management of the Corporation in Greece.

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax six (6) months after the issue of their Greek residence and work permits, but only on the salary which shall be paid to them by the Corporation for services rendered in Greece. The salary to be taxed, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that shown as an expense in the Corporation's books. In addition, these employees shall be entitled to the benefits of Law 2548/1953 ratifying the Convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Such residence of a foreign employee in Greece shall begin on the day he is granted the regular residence and working permits. Absences from Greece of more than fifteen consecutive days at a time shall be added to the six month period in establishing the date on which a foreign employee shall be liable to payment of Greek Income Tax. The foreign employees of the Corporation shall pay all other Greek taxes in accordance with legislation from time to time in force.

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

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

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

a) All expenses of the trainees will be paid by the Greek State.

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

c) The training period for each trainee shall normally be six months, but, unless another mutually satisfactory agreement is reached between the Greek State and the Corporation, it shall in no case be more than twelve months.

d) The person of the candidate for the position of trainee selected by the Greek State shall be subject to approval by the Corporation, which may refuse such approval if in the Corporation's opinion this candidate

is unsuitable for carrying out his assignment. The Corporation shall also have the right to request the Greek State to recall 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 Corporation in Greece shall be kept by the Corporation in the Greek language and if the Corporation so desires also in the English language, and in accordance with the generally accepted principles and rules of accounting practice and in accordance with the Code of Greek Tax Data.

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

#### Article 19.

##### Managerial and Administrative Freedom.

The Corporation shall have full, unrestricted and complete managerial and administrative freedom in the conduct of its operations and activities during the duration of this Agreement. The Corporation shall have complete freedom to determine and to carry out in its 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 hereto.

#### 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.

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

a) Non-compliance with the investment obligations as stipulated in Article 3.

b) Non-compliance with the working obligations as stipulated in Article 4.

c) Non-compliance with the arbitration award rendered in pursuance of the stipulations of item 4) Article 6.

d) Failure to pay assessed royalties as stipulated in Article 9.

e) Failure to supply the needs of the domestic market as prescribed under Article 12.

f) Non-compliance with the prescriptions of Article 23 regarding transfers.

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

##### Forfeiture

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

a) Non-compliance with the investment obligations as stipulated in Article 3.

b) Non-compliance with any of the final awards rendered by the Arbitration Court foreseen in Article 26.

c) Non-compliance with the prescriptions of Article 23 regarding transfers.

d) Failure to re-instate the guarantee in the original amount of U.S. dollars 300,000 (three hundred thousand) three months after this guarantee becomes less than U.S. dollars 300,000 (three hundred thousand) for any reason whatsoever due to the fault or negligence of the Corporation at anytime during the validity of this Agreement.

4. The forfeiture, as per item 3) above, may apply to all the rights of the Corporation under this Agreement, or only to specific exploration areas or concessions at

1. As a penalty for the transgression of any of the terms of this Agreement and for the non-compliance

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 National Economy 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 three wells provided for by item 1) of Article 3 hereof) and such operations are still pending at the end of the said 5th year, the validity of this Agreement shall be automatically extended until the date of completion of the said operations and of the drilling of a deep well, in the sense of item 7 of Article 4 hereof, or until the date of expiration of six months from the end of the said 5th year, whichever of these 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 ANSCHUTZ CORPORATION, INC. or to another Corporation controlled by a Corporation which is controlled by ANSCHUTZ CORPORATION INC.

c) To one or more limited partnerships formed under the laws of a State in the United States designating ANSCHUTZ OVERSEAS CORPORATION, or ANSCHUTZ CORPORATION INC as a general partner, the aforementioned partnership to be subject as legal entity to taxation exclusively in accordance with Article 10 herein and at the rate stated therein and its partners to enjoy all exemptions provided by item 4 of the same Article and to be deemed to be established in Greece by reason of the partnership's activity there or,

d) to any other third party, in this case, however, only upon the written approval of the Minister of Nat. Economy, 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 Nat. Economy may, however, disallow the transfers foreseen under item 1, sub-items a), b) and c) of this Article for reasons of national security.

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

4. In case of transfers as per item 1), sub-items a), b), c) and d) above, all the carried out investments of the Company, conformable to the present Agreement, charges and expenses as well as the carried out reve-

nues 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 fulfillment of any of the terms of this Agreement by either party and will deliver to each other complete and unrestricted written release.

### Article 26.

#### Arbitration.

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

2. However, in the case of imposition of the penalty of forfeiture as determined in Article 21, or of controversies concerning differences, disputes or disagreements as regards the interpretation and implementation of the provisions of this Agreement which entail the penalty of forfeiture as well as generally in cases cove-

red by Artiples 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 continous manner any property whether movable or immovable belongig 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 Rignhts 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 own refinery capacity, the Greek State shall, provided sufficient indigenous crude therefor can be supplied by the Corporation in excess of its obligations under Article 12, item 3, give the Corporation a priority right over all other domestic refineries to meet any such excess domestic market requirements either : 1) out of the production of any refinery which the Corporation may previously have constructed for the export of products pursuant to paragragh 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 23 of this Agreement.

#### Article 30.

##### Guarantee.

1. The Corporation is obliged to deliver to the Greek State (General Directorate of Mines of the Ministry of Nat. Economy) 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 subitem d), item 3, Article 21. Such guarantee will remain in force under the above mentioned conditions even in case that a transfer takes place in accordance with Article 23, item 1, sub-items a) and b), of this Agreement.

2. The non-timely delivery of the initial letter of guarantee foreseen in item 1 of this Article renders the present Agreement null and void 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 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 National Economy  
General Directorate of Mines  
Athens – Greece

b) for communications of the Greek State to ANSCHUTZ OVERSEAS CORPORATION OF GREECE to:

Mr. Socrates J. Vekris  
Filelinon 19  
Athens

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 notices, who must be a resident of Athens, until such time notices are validly served on the above-mentioned agent.

#### Article 34.

Letter of technical and financial assistance.

ANSCHUTZ OVERSEAS CORPORATION OF GREECE declares that its principal shareholder ANSCHUTZ OVERSEAS CORPORATION, through the initiative of which it has been organized, has taken full cognizance of the terms of the present Agreement, and that ANSCHUTZ CORPORATION INC who is the principal shareholder of the last Company has also taken full cognizance of the terms of the present Agreement.

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

The party to this Agreement ANSCHUTZ CORPORATION, INC. undertakes the obligation to deliver this letter to the Greek State (Ministry of National Economy, 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, so 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 land and 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 22-1-1972

For the Greek State  
G. PEZOPOULOS

Minister of National Economy

For ANSCHUTZ OVERSEAS CORPORATION  
OF GREECE

Everett J. Athens  
Special Attorney

#### SCHEDULE B'

Costs, Expenses and Charges.

1. The items of costs, expenses and charges referred to in Item 7 of Article 10 of the present Agreement to which this is attached are as follows :

a) The costs 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 difference 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.

1) 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 leveling of land, road building, measurements or surveys preparatory to drilling, and erection of rigs and tankage, construction of pipelines and other installations required in the preparation or drilling of wells producing hydrocarbons.

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

Athens, 22/1/1972

For the Greek State	The Contracting parties
G. PEZOPOULOS	ANSCHUTZ OVERSEAS
Minister of National Economy	CORPORATION OF GREECE
	Everett J. Athens
	Special Attorney

# Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

## ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

‘Η έτησία συνδρομή της ’Εφημερίδος της Κυβερνήσεως, ή τιμή τῶν τηματικῶν πωλουμένων φύλλων αὐτῆς και τὰ τέλη δημοσιεύσεως ἐν τῇ ’Εφημερίδι της Κυβερνήσεως, καθώρισθαις ως κάτωθι:

### A. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διά τὸ Τεῦχος Α'	Δραχ.	400
2. > > > Β'	>	350
3. > > > Γ'	>	300
4. > > > Δ'	>	500
5. > > > Πράξεις Νομικῶν Προσώπων		
Δ.Δ. κ.λ.π.	Δραχ.	300
6. > > Παράρτημα	>	200
7. > > Δελτίον ‘Ανωνύμων Έταιρειῶν κ.λ.π...	>	750
8. > > Δελτίον ‘Εμπορικῆς καὶ Βιομηχανικῆς Ιδιοκτησίας	>	200
9. Δι' ὅπαντες τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	2.500

Οι Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὰ ἡμισυ τῶν ἀνωτέρω συνδρομῶν.

‘Υπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ τοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀνελογούν τὰ ἔξις ποσά:

1. Διά τὸ Τεῦχος Α'	Δραχ.	20.—
2. > > > Β'	>	17,50
3. > > > Γ'	>	15.—
4. > > > Δ'	>	25.—
5. > > > Πράξεις Νομικῶν Προσώπων		
Δημ. Δικαίου κ.λ.π.	Δραχ.	15.—
6. > > Παράρτημα	>	10.—
7. > > Δελτίον ‘Ανωνύμων Έταιρειῶν	>	37,50
8. > > Δελτίον ‘Εμπ. καὶ Βιον. Ιδιοκτησίας	>	10.—
9. > > Δι' ὅπαντα τὰ τεύχη	>	125.—

### B. ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκεῖστον φύλλον, μέχρις 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 ἕως 40 σελ. δραχ. 5, ἀπὸ 41 ἕως 80 σελ. δραχ. 10, ἀπὸ 81 σελ. καὶ ἀνεῳ τῇ τιμῇ παελήσεως ἐκάστου φύλλου προσανεγκάντεται κατὰ δραχ. 10 ἀπὸ 80 σελίδων.

### C. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον ‘Ανωνύμων Έταιρειῶν καὶ Εταιρειῶν Περιωρισμένης Εὐθύνης:

#### A. ΔΗΜΟΣΙΕΥΜΑΤΑ ‘ΑΝΩΝΥΜΩΝ ΈΤΑΙΡΕΙΩΝ

1. Τῶν δικαστικῶν πράξεων	Δραχ.	200
2. Τῶν καταστατικῶν ‘Ανωνύμων Έταιρειῶν ...	>	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν ‘Ανωνύμων Έταιρειῶν ...	>	1.000
4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικῆς συνελεύσεις, τῶν κατὰ τὸ δάρθρον 32 τοῦ Ν. 3221/24 γυνωστοποίσεων, ὃς καὶ τῶν ἀνακοινώσεων τῶν προβλεπομένων ὑπὸ τοῦ δάρθρου 59 παρ. 3 τοῦ Ν.Δ. 400/70 περὶ Ἀλλοδοτῶν Ἀσφαλιστικῶν Έταιρειῶν. ....	>	500
5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διόλυσιν ‘Ανωνύμων Έταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	>	100
6. Τῶν ισολογισμῶν τῶν ‘Ανωνύμων Έταιρειῶν.	>	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Έταιρειῶν .....	>	500
8. Τῶν ἀποφάσεων περὶ ἔγκρισεως τιμολογιών τῶν Ἀσφαλιστικῶν Έταιρειῶν .....	>	300
9. Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργασιῶν Ἀσφαλιστικῶν Έταιρειῶν, ὃς καὶ τῶν ἀνθέσεων περιουσιακῶν στοιχείων .....	>	2.000
10. Τῶν περὶ παροχῆς πληρεξουσίτητος πρὸς ἀντιπροσώπευσιν ἐν ‘Ελλάδι ἀλλοδοτῶν Έταιρειῶν, ὃς καὶ τῶν ἀποφάσεων περὶ μετεβίβασεως τοῦ χαρτοφυλακίου Ἀσφαλιστικῶν Έταιρειῶν κατὰ τὸ δάρθρον 59 παρ. 1 τοῦ Ν.Δ. 400/70 .....	>	1000
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως ‘Ανωνύμων Έταιρειῶν .....	>	5.000

12. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς δισπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ δάρθρου 2 παρ. 3 Α.Ν. 148/67 .....

Δραχ. 500

13. Τῶν ἀποφάσεων τῆς Ἐπιπροπῆς κεφαλαιογράφων περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ δάρθρου 2 παρ. 4 Α.Ν. 148/67 .....

Δραχ. 500

#### B. ΔΗΜΟΣΙΕΥΜΑΤΑ ΕΤΑΙΡΕΙΩΝ ΠΕΡΙΩΡΙΣΜΕΝΗΣ ΕΥΘΥΝΗΣ

1. Τῶν καταστατικῶν .....	Δραχ.	500
2. Τῶν τροποποιήσεων τῶν καταστατικῶν ....	>	200
3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων .....	>	100
4. Τῶν ισολογισμῶν .....	>	500
5. Τῶν ἀνθέσεων ἀκτιμήσεως περιουσιακῶν στοιχείων .....	>	500

#### C. ΔΗΜΟΣΙΕΥΜΑΤΑ ΑΛΛΗΛΑΣΦΑΛΙΣΤΙΚΩΝ ΣΥΝΕΤΑΙΡΙΣΜΩΝ - ΑΛΛΗΛΑΣΦΑΛΙΣΤΙΚΩΝ ΤΑΜΕΙΩΝ

1. Τῶν ὑπουργικῶν ἀποφάσεων περὶ χορηγήσεως ἀδείας λειτουργίας Ἀλληλασφαλιστικῶν Συνεταιρισμῶν - Ἀλληλασφαλιστικῶν Ταμείων .....	>	500
2. Τῶν ισολογισμῶν τῶν Ἀλληλασφαλιστικῶν Συνεταιρισμῶν - Ἀλληλασφαλιστικῶν Ταμείων .....	>	500

#### II. Εἰς τὸ Δ' Τεῦχος καὶ Παράρτημα

1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων .....	>	200
2. Τῶν ἀδείαν πωλήσεως ιαματικῶν ὁδάτων ...	>	500

Τὸ ὑπέρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν ταλδῶν δημοσιεύσεων ἐν τῷ Δελτίῳ ‘Ανωνύμων Έταιρειῶν καὶ Εταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει φρίσθη αἱ 5%.

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

1. Αἱ συνδρομαὶ τοῦ ἀνωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταθέλλονται εἰς τὰ Δημόσια Ταμεία ἐνσαντὶ ἀποδεκτικοῦ εἰσπράξεως, διπερ, μερίμνη τοῦ ἀνδιαφερομένου, ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἀνωτερικοῦ δύνανται εἰς τὴν Ὑπηρεσίαν τοῦ Εθνικοῦ Τυπογραφείου προστέλλεται εἰς τὴν Δημόσια Ταμεία, διπερ, μερίμνη τοῦ Εθνικοῦ Τυπογραφείου.

3. ‘Η καταβολὴ τοῦ ὑπέρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν δικαστέων συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν ‘Αθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα ‘Εθνικοῦ Τυπογραφείου), ἐν τοῖς λοιποῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεία, διπερ, μερίμνηται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δριζόμενα διὰ τῶν ὑπὸ δάρθρου 192378/3639 τοῦ ἑτού 1947 (RONEO 185) καὶ 178048/5321/31.7.63 (RONEO 139) ἐγκυκλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. ‘Επι τοῦ συνδρομῶν ἀξιωτάκου ἀποστέλλονται δι’ ἐπιταγῆς ἐπ’ ὄντοςτι τοῦ Διευθυντοῦ

Ο ΠΡΟΓΕΤΑΜΕΝΟΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε. Τ.

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ