

# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗΣ 27 ΙΟΥΛΙΟΥ 1973

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
**161**

**ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 25**

Περὶ κυρώσεως τῆς ἀπὸ 2 Φεβρουαρίου 1972 Συμβάσεως μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν Νέᾳ Ύδρῳ τῶν Η.Π.Α. ἐδρευούσης Ἔταιρείας SERES SHIPPING INC περὶ παραχωρήσεως ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν χερσαίαν καὶ θαλασσίαν περιοχήν Κυπαρισσίας.

**Ο ΠΡΟΕΔΡΟΣ  
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ**

Προτάσει τοῦ Ἡμετέρου Υπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

“Αρθρον 1.

Κυροῦται καὶ κτᾶται ἰσχὺν νόμου ἡ μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν Νέᾳ Ύδρῳ τῶν ΗΠΑ ἐδρευούσης Ἔταιρείας ὑπὸ τὴν ἐπωνυμίαν SERES SHIPPING INC ὑπογραφεῖσα ἐν Ἀθήναις τῇ 2 Φεβρουαρίου 1972 σύμβασις, περὶ παραχωρήσεως εἰς τὴν ώς ἄνω Ἔταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς χερσαίαν καὶ θαλασσίαν περιοχήν Κυπαρισσίας, ώς αὔτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἀρθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτη σχεδιαγράμματι ὡς «σχέδιον Α», ἐξ ἀρθρων 38 καὶ πίνακος ὑπὸ τίτλου «πίναξ Β', Κόστος—ἔξοδα—βάρη» ἡς τὸ κείμενον ἐν τε τῇ Ἐλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρατίθεται.

“Αρθρον 2.

“Η παράγραφος 1 τοῦ ἀρθρου 9 τῆς, διὰ τοῦ παρόντος, κυρουμένης συμβάσεως ἀντικαθίσταται ὡς ἀκολούθως :

“Η ἔταιρεία θὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα πάντες ἐπὶ τοῖς ἑκατόν (15%), ἐπὶ πάσης φύσεως ποσότητος παραγομένων καὶ μετρουμένων κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου, ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὑδατος καὶ ξένων στοιχείων.

Εἰδικῶς διὰ τὴν περιοχὴν Στροφάδων, τὰ δικαιώματα τοῦ Δημοσίου θὰ ἀνέρχωνται εἰς εἴκοσι ἐν τοῖς ἑκατόν (21%) ὡς τοῦτο δρίζεται καὶ ἐν τῷ ἀρθρῳ 1 παράγραφος 2 περίπτωσις Β' τῆς συμβάσεως ταῦτης.

Αἱ παρὰ τῆς ἔταιρείας 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 ἐργασιῶν κυρίως καιόμενα ἀέρια (FLARED GAS) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

“Η ἰσχὺς τοῦ παρόντος ἀρχεται, ἐκτὸς ἂν ἄλλως ἐν τῇ συμβάσει δρίζεται, ἀπὸ τῆς δημοσιεύσεώς του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

“Ἐν Ἀθήναις τῇ 18 Ιουνίου 1973

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

**ΓΕΩΡΓΙΟΣ Χ. ΠΑΠΑΔΟΠΟΥΛΟΣ**

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

**ΓΕΩΡΓΙΟΣ Χ. ΠΑΠΑΔΟΠΟΥΛΟΣ**

ΟΙ ΑΝΤΙΠΡΟΕΔΡΟΙ

**ΣΤΥΛΙΑΝΟΣ ΠΑΤΤΑΚΟΣ**

**ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ**

ΤΑ ΜΕΛΗ

ΚΩΝΣΤ. ΠΑΠΑΔΟΠΟΤΑΟΣ, ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΤ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΚΩΝΣΤ. ΚΑΡΤΔΑΣ, ΙΩΑΝ. ΚΟΤΛΗΣ, ΚΩΝΣΤ. ΠΑΝΑΓΙΩΤΑΚΗΣ, ΝΙΚ. ΓΚΑΝΤΩΝΑΣ, ΙΩΑΝ. ΛΑΔΑΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΟΡΕΣΤ. ΓΙΑΚΑΣ, ΒΑΣ. ΤΣΟΤΜΠΑΣ.

“Ἐδεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

“Ἐν Ἀθήναις τῇ 20 Ιουνίου 1973

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

**ΙΩΑΝΝΗΣ ΑΓΑΘΑΓΓΕΛΟΥ**

**ΣΥΜΒΑΣΙΣ**

**ΠΕΡΙ ΠΑΡΑΧΩΡΗΣΕΩΣ ΔΙΚΑΙΩΜΑΤΟΣ**

**ΑΝΑΖΗΤΗΣΕΩΣ**

**ΚΑΙ ΕΚΜΕΤΑΛΛΕΥΣΕΩΣ ΥΔΡΟΓΟΝΑΝΘΡΑΚΩΝ**

**ΕΙΣ ΘΑΛΑΣΣΙΑΝ ΚΑΙ ΧΕΡΣΑΙΑΝ**

**ΠΕΡΙΟΧΗΝ ΚΥΠΑΡΙΣΣΙΑΣ**

**ΠΡΟΟΙΜΙΟΝ**

Δοθέντος διὰ τὸν συνεχεῖα τῶν ἀπὸ 7ης καὶ 21ης Σεπτεμβρίου 1971 ἐπιστολῶν τῆς Ἔταιρείας «SERES SHIPPING INC» πρὸς τὸ Υπουργεῖον Ἐθνικῆς Οἰκανομίας τοῦ Βασιλείου τῆς Ἐλλάδος, προκαταρκτικαὶ διαπραγματεύσεις ἐλαβον χώραν ἐν Ἀθήναις, μεταξὺ ἐκπροσώπων τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης Ἔταιρείας SERES SHIPPING INC σχετικῶς μὲ τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἐλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δοθέντος δτι διὰ τῶν ἀνωτέρω διαπραγματεύσεων ἐτέθησαν οἱ βασικοὶ δροὶ συνομολογηθομένης συμβάσεως ἀπ' εὐθέας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης 'Ἐταιρείας SERES SHIPPING INC βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἔκμεταλλεύσεως ὑδρογονανθράκων» καὶ κυρώθησομένης διὰ Νόμου, καὶ

Δοθέντος δτι ἡ 'Ἐταιρεία «SERES SHIPPING INC ἔχει νομίμως συσταθῆ καὶ λειτουργεῖ βάσει τῶν Νόμων τῆς Πολιτείας τῆς Νέας Υόρκης τῶν Ἡνωμένων Πολιτειῶν τῆς Αμερικῆς.

Διὰ ταῦτα

Μεταξύ :

1. Τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς τὸ «Ἑλληνικὸν Δημόσιον», νομίμως ἔκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ Ἐθνικῆς Οἰκονομίας Γ. Πεζοπούλου, καὶ

2. Τῆς 'Ἐταιρείας SERES SHIPPING INC, ἀποκαλουμένης ἐν τοῖς ἐφεξῆς «Ἐταιρίᾳ» ή ἡ «Μισθώτρια» ἀντιτροσωπευομένης ὑπὸ τοῦ Προέδρου αὐτῆς Γεωργίου Π. Λιβανοῦ ἐνεργοῦντος βάσει εἰδίκης πράξεως τοῦ Διοικητικοῦ Συμβουλίου αὐτῆς ἡμερομηνίαν 10ης Νοεμβρίου 1971 ὡδεῖς πιστοπομένης ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

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

Αρθρον 1.

Αρχικὴ Ἐρευνητικὴ Περιοχή.

1. Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἔργασιῶν καὶ ἔργασιῶν ἔκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν 'Ἐταιρείαν θαλασσίαν καὶ χερσαίαν περιοχὴν συνολικῆς ἔκτάσεως 3.200 τετραγωνικῶν χιλιομέτρων προσδιοριζομένων καθ' ὅρια δί' ἐρυθρᾶς γραμμῆς ἐν τῷ ἐπισυναπτομένῳ τῇ παρούσῃ ὑπὸ ἀριθ. 207 χάρτῃ ὑπὸ κλίμακα 1 : 205.000 τοῦ Βρετανικοῦ Ναυαρχείου, ἀποκαλουμένου τοῦ λοιποῦ ἐν τῇ παρούσῃ ΣΧΕΔΙΟΝ Α'. Ὁπερ ὑπογράφεται ὑπὸ ἀμφοτέρων τῶν συμβαλλομένων μερῶν καὶ ἀποτελεῖ ἀναπόσπαστον μέρος τῆς παρούσης συμβάσεως.

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

'Ἄπο σημείου Α ἔχον γεωγραφικὸν πλάτος 37° 38' 00'' Β, καὶ γεωγραφ. μῆκος 21° 18' 50'' Α, ἀκολουθοῦντες τὴν ὁριογραφικὴν αἰγιαλοῦ καὶ παραλίας τοῦ Κυπαρισσιακοῦ Κόλπου, εἰς σημεῖον Β ἔχον γεωγρ. πλάτος 37° 15' 20'' Β καὶ γεωγρ. μῆκος 21° 40' 00'' Α, ἐκεῖθεν εἰς σημεῖον Γ ἔχον γεωγρ. πλάτος 36° 49' 00'' Β καὶ γεωγρ. μῆκος 21° 50' 00'' Α, ἐκεῖθεν εἰς σημεῖον Δ ἔχον γεωγρ. πλάτος 36° 49' 00'' Β καὶ γεωγρ. μῆκος 21° 40' 00'' Α, ἐκεῖθεν εἰς σημεῖον Ε ἔχον γεωγρ. πλάτος 37° 12' 00'' Β καὶ γεωγραφικὸν μῆκος 21° 23' 00'' Α ἐκεῖθεν εἰς σημεῖον Ζ ἔχον γεωγρ. πλάτος 37° 12' 00'' Β καὶ γεωγρ. μῆκος 20° 58' 00'' Α, ἐκεῖθεν εἰς σημεῖον Η ἔχον γεωγρ. πλάτος 37° 17' 00'' Β καὶ γεωγρ. μῆκος 20° 58' 00'' Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον Α.

2. Εἰδικώτερον κατόπιν ἀμοιβαίας συμφωνίας τῶν ἐν τῇ παρούσῃ συμβαλλομένων μερῶν καθορίζονται αἱ κάτωθι εἰδικαὶ διατάξεις αἵτινες θὰ διέπουν τὰ κατωτέρω εἰδικῶς περιγραφόμενα τμῆματα τῆς ὡς ἀνω παραχωρουμένης περιοχῆς : α) Τμῆμα Ναυαρίνου : 'Ἡ 'Ἐταιρεία SERES SHIPPING INC, μετὰ δώδεκα μῆνας ἀπὸ τῆς δημοσιεύσεως τῆς συμβάσεως τῆς μετὰ τοῦ Ἑλληνικοῦ Δημοσίου εἰς τὴν 'Ἐφημερίδα τῆς Κυβερνήσεως, ὑποχρεοῦται, ἐφ' ὅσον τοῦτο θὰ κατελειπεῖται, ἐγγράφως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου, δπως ἐπιστρέψῃ ἀμελητή πρὸς τὸ Ἑλληνικὸν Δημόσιον τὸ κάτωθι λεπτομερῶς διὰ συντεταγμένων περιγραφόμενον τμῆμα ἐκ τῆς εἰς αὐτὴν παραχωρουμένης ὡς ἀνω ἐν παρ. 1 τοῦ παρόντος ἄρθρου περιοχῆς ἔκτάσεως περίπου 30 τετραγωνικῶν χιλιομέτρων. 'Ἡ ὑποχρέωσις αὕτη τῆς 'Ἐταιρείας SERES SHIPPING INC περὶ ἐπιστροφῆς τοῦ Τμήματος

τούτου θὰ ὑφίσταται μόνον ἐφ' ὅσον κατὰ τὸ ὡς ἀνω χρονικὸν διάστημα τῶν δώδεκα μηνῶν δὲν ἔξευρεθῶσι παρὰ τῆς 'Ἐταιρείας εἰς τὸ τμῆμα τοῦτο τῆς περιοχῆς ὑδρογονανθράκων εἰς ἐμπορικῶς ἔκμεταλλεύσιμον κλίμακα.

Περιγραφὴ τοῦ ἀνωτέρω τμήματος Ναυαρίνου :

'Ἡ μὲν χερσαία περιοχὴ ἔκτάσεως 25,55 τετραγωνικῶν χιλιομέτρων περικλείεται ὑπὸ τῶν κάτωθι δρίων :

'Ἄπὸ σημείου Α ἔχον γεωγρ. πλάτος 36° 59' 12'' Β καὶ γεωγρ. μῆκος 21° 39' 02'' Α, ἐκεῖθεν εἰς τὸ σημεῖον Β ἔχον γεωγρ. πλάτος 36° 59' 10'' Β καὶ γεωγρ. μῆκος 21° 43' 00'' Α, ἐκεῖθεν εἰς τὸ σημεῖον Γ ἔχον γεωγρ. πλάτος 36° 59' 10'' Β καὶ γεωγρ. μῆκος 21° 43' 18'' Α, ἐκεῖθεν εἰς τὸ σημεῖον Δ ἔχον γεωγρ. πλάτος 36° 54' 01'' Β καὶ γεωγρ. μῆκος 21° 41' 38'' Α, ἐκεῖθεν εἰς τὸ σημεῖον Ε ἐπὶ τῆς ἀκτῆς ἔχον γεωγρ. πλάτος 36° 54' 30'' Β καὶ γεωγρ. μῆκος 21° 41' 25'' Α, ἐκεῖθεν ἀκολουθοῦντες τὴν γραμμὴν αἰγιαλοῦ καὶ παραλίας εἰς τὸ ἐπὶ τῆς ἀκτῆς σημεῖον Ζ ἔχον γεωγρ. πλάτος 36° 57' 11'' Β καὶ γεωγρ. μῆκος 21° 40' 15'' Α ἐκεῖθεν ἀκολουθοῦντες τὴν γραμμὴν αἰγιαλοῦ καὶ παραλίας εἰς τὸ σημεῖον Α ἔχον γεωγρ. πλάτος 36° 59' 12'' Β καὶ γεωγρ. μῆκος 21° 39' 02'' Α.

'Ἡ δὲ θαλασσία περιοχὴ ἔκτάσεως 4,45 τετραγωνικῶν χιλιομέτρων δρίζεται ἐκ θαλασσίας ζώνης πλάτους 500 (πεντακοσίων) μέτρων, ἀρχομένης ἐκ τοῦ ἐπὶ τῆς ἀκτῆς Σημείου Ε ἔχοντος γεωγρ. πλάτος 36° 54' 30'' Β καὶ γεωγρ. μῆκος 21° 41' 25'' Α μέχρι τοῦ σημείου Ζ ἔχοντος γεωγρ. πλάτος 36° 57' 11'' Β καὶ γεωγρ. μῆκος 21° 40' 15'' Α ἐντὸς τοῦ κόλπου τοῦ Ναυαρίνου.

β) Τμῆμα Στροφάδων : 'Ἐκ τῆς πρὸς τὴν 'Ἐταιρείαν παραχωρουμένης ὡς ἀνωτέρω περιοχῆς ἐν παρ. 1 τοῦ παρόντος ἄρθρου καὶ εἰδικῶτερον ἐντὸς τοῦ κάτωθι λεπτομερῶς διὰ συγκεταγμένων περιγραφομένου τμήματος ταύτης ἡ 'Ἐταιρεία SERES SHIPPING INC, ὑποχρεοῦται, ἐντὸς τῆς πρώτης διετίας ἀπὸ τῆς ἴσχύος τῆς μετὰ τοῦ 'Ἑλληνικοῦ Δημοσίου συμβάσεως τῆς, δπως ἐκτελέσῃ καὶ περατώσῃ κατ' ἐλάχιστον, μίαν ἐκ τῶν βαθέων γεωτρήσεών της περὶ ὃν τὸ ἄρθρο. 3 τῆς παρούσης, ἀλλας αὕτη ὑποχρεοῦται δπως ἐγκαταλείψῃ δόλκην τὸ κατωτέρω λεπτομερῶς περιγραφόμενον τμῆμα Στροφάδων, ἀνευ ἐτέρας διατυπώσεως, ἀμα τῇ ἐνάρξει τοῦ τρίτου ἔτους.

Εἰς περίπτωσιν καθ' ἣν εἰς τὸ κατωτέρω λεπτομερῶς περιγραφόμενον τμῆμα Στροφάδων θήθελον ἔξευρεθῆ δύψηπτε παρὰ τῆς 'Ἐταιρείας ὑδρογονανθράκως ἐμπορικῶς ἔκμεταλλεύσιμοι, εἰδικῶς διὰ τοὺς ὑδρογονανθράκας τοῦ τμήματος τούτου τῆς παραχωρουμένης περιοχῆς, ἡ 'Ἐταιρεία θὰ καταβάλῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον, ἀναλογικὰ δικαιώματα (ROYALTIES) 21% ἔναντι τῶν 15% ἀτινα ὑποχρεοῦται νὰ καταβάλῃ δι' ἀπασαν τὴν ὑπόλοιπον περιοχὴν (συμφώνως τῷ ἄρθρῳ 9 παρ. 1 τῆς παρούσης).

Περιγραφὴ τοῦ ἀνωτέρω τμήματος, Στροφάδων :

'Ἐκ τοῦ σημείου Η ἔχοντος γεωγρ. πλάτος 37° 17' 00'' Β καὶ Γεωγρ. μῆκος 20° 58' 00'' Α, ἐκεῖθεν εἰς σημεῖον Η' ἔχον Γεωγρ. πλάτος 37° 30' 00'' Β καὶ γεωγρ. μῆκος 21° 10' 50'' Α ἐκεῖθεν εἰς σημεῖον Ζ' ἔχον γεωγρ. πλάτος 37° 12' 00'' Β καὶ Γεωγραφ. μῆκος 21° 11' 15'' Α ἐκεῖθεν εἰς σημεῖον Ζ' ἔχον γεωγρ. πλάτος 37° 12' 00'' Β καὶ γεωγρ. μῆκος 20° 58' 00'' Α καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον Η.

Αρθρον 2.

Δικαιώματα ἀνανεώσεως καὶ περιορισμῶν.  
τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. 'Ἡ ὡς ἀνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν 'Ἐταιρείαν διὰ περίοδον τριῶν (3) ἐτῶν ἀπὸ τῆς δημερομηνίας ισχύος τῆς παρούσης συμβάσεως.

2. 'Ἐνα τούλαχιστον μῆνα πρὸ τοῦ τέλους τοῦ τρίτου ἔτους, ἡ 'Ἐταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τρίτου ἔτους. Οἱ ἐπιστρέψομενοι οὖτας χώροι θὰ ἔχουν ἔκτασιν ΐσην πρὸς 25% τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου. Εἰς τὴν ὡς ἀνω ἐπιστραφησομένην ἔκτασιν

ίσην πρὸς 25% τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου θὰ συμπεριληφθοῦν καὶ τὰ μημάτα Ναυαρίνου καὶ Στροφάδων ἐφ' δον ταῦτα θὰ ἔχουν καθ' οἰονδήποτε τρόπον ἐπιστραφῆ πρὸς τὸ Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς τὸ ἄρθρο 1 παρ. 2 τῆς παρούσης Συμβάσεως.

3. 'Ἐφ' δον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἔργασίας ὑποχρεώσεις τῆς κατὰ τὴν ἀνωτέρω τριετίαν, ὡς ἐν ἄρθροις 3 καὶ 4 τῆς παρούσης Συμβάσεως ὅρίζεται, καὶ προέβη εἰς τὰς ἐν τῇ ἀνωτέρῳ παρ. 2 ὑποχρεώσεις τῆς ἐπιστροφῆς, ὃ εἰς τὴν Ἐταιρείαν παραμένων χῶρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαίωμα δί' ἐτέραν περίοδον 2 ἑτῶν (περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 3ου μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἴσχύος τῆς παρούσης Συμβάσεως).

4. 'Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἔξασφαλιζούσας εἰς τὴν Ἐταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθῃ ὡς ἔκ τούτου παρὰ τῆς Ἐταιρείας αἴτησις παραχωρητηρίου, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους ἢ τῆς τυχὸν αὐτοδικαίας παρατάσεως τούτου, κατὰ τὰ ἐν ἄρθρῳ 21 παράγρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς ὅριζόμενα, πᾶς χῶρος κατεχόμενος παρὰ τῆς Ἐταιρείας κατὰ τὸν χρόνον ἐκείνον βάσει τῆς παρούσης Συμβάσεως, θὰ ἐπιστρέψεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα συμφωνία θὰ θεωρῆται λήξασα.

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

α) "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς παρούσης Συμβάσεως ἢ τῆς τυχὸν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἄρθρῳ 21 παράγρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς ὅριζόμενα, ἡ Ἐταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὁποίας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους ἴσχυος τῆς παρούσης Συμβάσεως ἢ τῆς τυχὸν ὡς ἄνω παραχωρησεως πρὸς ἐκμετάλλευσιν, ἀπάσας τὰς ἐρευνητέας περιοχάς, ἀς ἔχει ἡ Ἐταιρεία μετὰ τὰς ἐπιλεγέντας πρὸς ἐπιστροφὴν περιοχὰς κατὰ τὰ ἐν τῇ ἀνωτέρῳ ὑποπαραγράφῳ α) ὅριζόμενα. 'Ως ἐκ τούτου εἰς ἥν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν χώροι ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὡς αὕτη θὰ ἔχῃ τυχὸν περιορισθῆ, κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος ἄρθρου σχετικῶς ὅριζόμενα καὶ ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου δρουν, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία, βάσει τῆς παρούσης παρ. 5, θὰ ίσουται πρὸς τὰ 25% τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου, μεῖον τῶν τυχὸν ἐπιστραφέντων ἔκουσίως, πρὸ τῆς παρελεύσεως τῶν 5 ἑτῶν, χώρων, ἀπὸ τῆς ἡμερομηνίας ἴσχυος τῆς παρούσης Συμβάσεως, καὶ μεῖον τῶν περιοχῶν διὰ τὰς ὁποίας ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ 5ου ἔτους καὶ τῆς τυχὸν αὐτοδικαίας 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 ἑνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν δρον διὰ ἕκαστος τῶν ἐπιστρεφομένων κεχωρισμένως χώρων δὲν θὰ είναι μικρότερος τῶν 50 τετραγωνικῶν χιλιόμετρων.

‘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 ἄρθρου ἐπιστρεφομένων καὶ παρακρατουμένων χώρων, θὰ προσδιορίζωνται διὰ συντεταγμένων, ἀναφερομένων εἰς τὸν Ἐθνικὸν τριγωνομετρικὸν δίκτυον ἢ διὰ γεωγραφικῶν συντεταγμένων.

### “Αρθρον 3.

#### ‘Τυποχρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἑτη ἀπὸ τῆς ἴσχύος τῆς παρούσης Συμβάσεως ἡ Ἐταιρεία ὑποχρεοῦνται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς διενέργειαν τῶν ἐρευνητῶν ἐργασιῶν τῶν προβλεπομένων ὑπὸ τῆς παρούσης Συμβάσεως, καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα :

Δολλ. Η.Π.Α.

1ον ἔτος : Σεισμικὴ ἐρευνα, ἐπὶ πλέον δὲ πᾶσα ἑτέρου τύπου γεωλογικὴ καὶ γεωφυσικὴ ἐρευνητικὴ ἐργασία ἀπαιτουμένη πρὸς διαπίστωσιν ὑπάρχειας τεκτονικῶν ἀνωμαλιῶν.

‘Ἐὰν ἡ SERES SHIPPING INC ἀποφασίσῃ νὰ διενεργήσῃ βαθεῖαν γεώτρησιν, θὰ δύναται νὰ πράξῃ τοῦτο, πᾶν δὲ δαπανηθησόμενον διὰ τὴν αἵτιαν ταύτην ποσὸν μὴ ὑπερβαῖνον τὰς 100.000 δολάρια Η.Π.Α. θὰ συμψηφίζεται μὲ τὸ ποσὸν τῶν \$ 200.000. Τὸ δαπανηθησόμενον πέραν τῶν ἀνωτέρω ποσὸν καὶ αἱ ἐπὶ πλέον ἐκτελεσθεῖσαι ἐργασίαι θὰ μεταφέρωνται εἰς πίστωσιν τῶν ὑποχρεώσεων τῆς Ἐταιρείας τῶν ἐπομένων ἑτῶν \$ 200.000

2ον ἔτος : Σεισμικὴ ἐρευνα, ἐπὶ πλέον δὲ πᾶσα ἑτέρου τύπου γεωλογικὴ καὶ γεωφυσικὴ ἐρευνητικὴ ἐργασία ἀπαιτουμένη πρὸς διαπίστωσιν ὑπάρχειας τεκτονικῶν ἀνωμαλιῶν. ‘Ἐὰν ἡ SERES SHIPPING INC ἀποφασίσῃ νὰ διενεργήσῃ βαθεῖαν γεώτρησιν, θὰ δύναται νὰ πράξῃ τοῦτο, πᾶν δὲ δαπανηθησόμενον διὰ τὴν αἵτιαν ταύτην ποσὸν μὴ ὑπερβαῖνον τὰς 100 χιλιάδας δολ. Η.Π.Α. θὰ συμψηφίζεται μὲ τὸ ποσὸν τῶν \$ 200.000. Τὸ δαπανηθησόμενον πέραν τῶν ἀνωτέρω ποσὸν καὶ αἱ ἐπὶ πλέον ἐκτελεσθεῖσαι ἐργασίαι θὰ μεταφέρωνται εἰς πίστωσιν τῶν ὑποχρεώσεων τῆς Ἐταιρείας τῶν ἐπομένων ἑτῶν. \$ 200.000

3ον ἔτος : Βαθεῖα γεώτρησις καὶ διὰ συμπληρωματικὰς γεωλογικὰς \$ 1.300.000

4ον ἔτος : Βαθεῖα γεώτρησις καὶ διὰ συμπληρωματικὰς γεωλογικὰς \$ 1.300.000

5ον ἔτος : Δύο βαθεῖαι γεωτρήσεις \$ 2.600.000

“Ητοι ἐν συνόλω Δολλάρια Η.Π.Α. \$ 5.600.000

2. ‘Ἡ Ἐταιρεία θὰ ἀρχίσῃ τὰς ἐρευνητικὰς τῆς ἐργασίας οὐχ ἀργότερον τῶν τριῶν μηνῶν ἀπὸ τῆς ἴσχυος τῆς παρούσης Συμβάσεως διὰ τὴν διαπίστωσιν τῆς κατατέσσεως τῆς ὑπὸ τοῦ ἄρθρου 30 τῆς παρούσης Συμβάσεως ὁρίζομένης ἐγγυήσεως, ἡ Ἐταιρεία δύναται ἀπὸ τῆς ὑπογραφῆς ταύτης καὶ πρὸ τῆς κυρώσεως τῆς διὰ Νόμου νὰ ποιήσῃται ἔναρξιν τῶν ἐρευνητικῶν ἐργασιῶν, τῶν διρίζομένων ὑπὸ τῆς προηγουμένης παραγράφου καὶ ἀναφερομένων εἰς τὰς ὑποχρεώσεις αὐτῆς τοῦ πρώτους ἔτους. ‘Ἐν τῇ περιπτώσει ταύτη τὰ ἐπενδύσεως ποσὰ φέρονται εἰς πίστωσιν τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ πρώτου ἔτους.

‘Ἐὰν ἔξ οἰουδήποτε λόγου δὲν ξθελει κυρωθῆ ὑπὸ τῆς Νομοθετικῆς ἔξουσίας ἡ παροῦσα σύμβασις ἢ δὲν ξθελει δημο-

σιευθή διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως ἥ, κατὰ τὴν κύρωσιν ταύτης, οὐδεὶς ἐπέλθει τροποποιήσεις δρῶν ἔνεκα τῶν ὅποιων ἡ Ἐταιρεία θὰ ἐδικαιοῦτο ν' ἀποστῇ ὀλοσχερῶς ἐκ τῆς ἐν λόγῳ συμβάσεως, κατὰ τὸ ἄρθρον 32 αὐτῆς, τὸ Ἑλληνικὸν Δημόσιον οὐδὲμίαν ὑποχρέωσιν ἀναλαμβάνει καὶ οὐδεμίαν εὐθύνην φέρει πρὸς ἀπόδοσιν τῶν κατ' ἐφαρμογὴν τῆς παρούσης παραγράφου, ἐπενδυθησομένων ποσῶν.

3. Καθ' ὅλην τὴν διάρκειαν τῆς ἴσχύος τῆς παρούσης συμβάσεως ἡ Ἐταιρεία, ὁποτεδήποτε, ἔχει τὸ δικαίωμα νὰ καταγγείλῃ τὴν παρούσαν ἀζημίως ἀνευ ἑτέρας ὑποχρεώσεως πλὴν τῆς ἐκπληρώσεως τῶν ὑποχρεώσεών της τῶν ἀναφερομένων εἰς τὸ ἔτος ἐντὸς τοῦ ὅποιου πραγματοποιεῖται ἡ καταγγελία αὐτῇ.

4. Ἐὰν ἡ Ἐταιρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἄρθρῳ 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 ἴσχύος τῆς παρούσης Συμβάσεως.

Κατὰ τετρ. χιλ.  
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 τὸ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς ἴσχύος τῆς παρούσης Συμβάσεως).	\$	3.000

5. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἐταιρείας κατὰ τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως τῆς παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τριετῆ περίοδον καὶ τὴν ἐπομένην ἀνανεωμένην τοιαύτην, ὡς ἀναφέρεται αὐτῇ ἐν τῷ ἀνωτέρῳ ἄρθρῳ 2 παρ. 3, ἐπὶ πλέον τῶν ὑποχρεώσεών της δι' ἐπενδύσιν δι' ἔκαστον τῶν ἔτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας της, τῆς ἐπομένης ἥ τῶν ἐπομένων τριετῶν ἐπενδύσεως.

Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἐταιρείας κατὰ τὰς ἐρευνητικὰς της ἐργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἰανδήποτε τῶν τριῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος ἄρθρου ὑπερβαῖνον τὰς ρητὰς ἐν αὐτῇ κατανομαζομένας ἐπενδύσεις, διὰ τὴν περὶ ἡς πρόκειται ἔκάστοτε περίοδον θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας της, τῆς ἐπομένης ἥ τῶν ἐπομένων τριετῶν περιόδων.

β) Ἐὰν ἡ Ἐταιρεία δὲν ἔχῃ ἐπενδύσει δι' ἐρευνητικὰς ἐργασίας κατὰ τὸ τέλος ἐνὸς ἔτους, περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου, ἡ μιᾶς τῶν περιόδων περὶ ὧν ἡ παραγραφος 2 τοῦ παρόντος ἄρθρου διαφορούσαν εἰς τὴν περίπτωσιν ταύτην τῶν ἐργασιῶν ἐκμεταλλεύσεως, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, συμφώνως πρὸς τὴν παρούσαν σύμβασιν εἰς ἀ θὰ περιλαμβάνωνται καὶ ἀπασαὶ πιστώσεις περὶ ὧν τὸ ἐδάφιον α) ἀνωτέρω, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

γ) Ἐὰν ἡ Ἐταιρεία δὲν ἔχει ἐπενδύσει κατὰ τὸ τέλος τῶν 4ου ἥ 5ου τῶν περὶ ὧν ἡ παρ. 1 τοῦ παρόντος ἄρθρου ἐρευνητικῶν ἐργασιῶν, τὰ κατὰ τὴν παραγραφον. ταύτην ἀντιστοιχοῦντα εἰς ἔκαστον τῶν ἔτῶν τούτων ὑποχρεωπτικὰ ποσά, εἰς ἀ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ τυχὸν πιστώσεις ὡς ἐν ἐδάφιοι α) ἀνωτέρω, καίτοι ἡ Ἐταιρεία θὰ ἔχῃ συμμορφωθῆ ἐν τὰς ἀντίστοιχούσας δι' ἔκαστον

τῶν ἔτῶν τούτων συμβατικάς της ὑποχρεώσεις, ἡ Ἐταιρεία θὰ δικαιοῦται νὰ δαπανήσῃ τὴν διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ περὶ οὐ πρόκειται ἔτος καὶ τοῦ πράγματος ἐπενδυθέντος κατὰ τὸ ἔτος τοῦ ποσοῦ διὰ τὴν ἀνόρυξιν προσέντετον ἐρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν παρ. 1 ὁρίζομένων τεσσάρων), ητὶς δέον νὰ ἔχῃ συμπληρωθῆ μέχρι τοῦ τέλους τοῦ 5ου ἔτους τῶν ἐρευνητικῶν ἐργασιῶν. Ὑπὸ τὸν δρόν τῆς προηγουμένης συμφωνίας μετὰ τοῦ Ἑλληνικοῦ Δημοσίου ἡ περὶ ἡς ἀνωτέρω διαφορὰ θὰ δύναται νὰ ἐπενδυθῇ ὑπὸ τῆς Ἐταιρείας ἐν δλω ἥ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδάφιοι γ) δρίζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θὰ καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον. Ἡ καταβολὴ αὕτη θὰ ἐνεργεῖται ἐντὸς τριμήνου ἀπὸ τῆς ἐργασίας τοῦ 5ου ἔτους ἡ τῆς τυχὸν κατὰ τὸ ἄρθρον 21 παραγρ. 8 σχετικῶς δριζόμενα, τῶν περὶ ὧν ἡ παρόντος ἄρθρου ἐρευνητικῶν ἐργασιῶν, ἡ ἀνωτέρω διαφορά, δὲ ἔχει ἐπενδυθῇ ἐν δλω ἥ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδάφιοι γ) δρίζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θὰ καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐὰν κατὰ τὸ τέλος τοῦ 5ου ἔτους ἡ τυχὸν παρατάσσεως αὐτοῦ κατὰ τὰ ἐν ἄρθρῳ 21 παραγρ. 8 σχετικῶς δριζόμενα, τῶν περὶ ὧν ἡ παρόντος ἄρθρου ἐρευνητικῶν ἐργασιῶν, η ἀνωτέρω διαφορά, δὲ ἔχει ἐπενδυθῇ ἐν δλω ἥ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδάφιοι γ) δρίζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θὰ καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον. Ἡ καταβολὴ αὕτη θὰ ἐνεργεῖται ἐντὸς τριμήνου ἀπὸ τῆς ἐργασίας τοῦ 5ου ἔτους ἡ τῆς τυχὸν κατὰ τὸ ἄρθρον 21 παρ. 8 παρατάσσεως αὐτοῦ καὶ θὰ θεωρηθῇ ὅτι ἀποτελεῖ πλήρη συμμόρφωσιν τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις της ἐπενδύσεως τῶν 4ου καὶ 5ου ἔτουν τῆς περιόδου τῶν ἐρευνητικῶν ἐργασιῶν.

6. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἐταιρείας, εἴτε ἐντὸς, εἴτε καὶ ἔκτος τῆς Ἐλλάδος, οἰανδήποτε φύσεως, καταβληθεῖσαν ἡ ὀφειλομένην παρὰ τῆς Ἐταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶν τῶν δαπανῶν δργανώσεως, τῶν ἔξοδων διοικήσεως καὶ γενικῶν ἔξοδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἥ μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἔξαιρεσι τῶν ὑπὸ ἐδάφιον γ) κατωτέρω ἀναφερόμενον) ὑπὸ τὸν δρόν ἐν τούτοις ὅτι ἐκ τῶν δαπανῶν δργανώσεως καὶ τῶν ἔξοδων διοικήσεως καὶ τῶν γενικῶν ἔξοδων, δὲν θὰ ἐπιτρέπεται νὰ ἄρθρου, πιστωθοῦν ἐναντὶ τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἐταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοίχους περιόδους.

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

"Ἔξοδα διοικήσεως θὰ θεωρῶνται ἀπασαὶ αἱ δαπάναι τῶν γραφείων τῆς Ἐταιρείας ἐν Νέᾳ Ύόρκῃ ὡς καὶ αἱ δαπάναι χρεούμεναι ἡ ἐνεργηθεῖσαι παρὰ τῆς Ἐταιρείας, καὶ ἡ ὑπὸ ἐλεγχομένων ἡ συγγενῶν Ἐταιρεῶν τῆς μητρὸς Ἐταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλὰς καὶ διαχειριστικὴν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται ὅτι περιλαμβάνουν :

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

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

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

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

(5) Τάς δαπάνας τάς άναφερομένας είς ταξίδια έξωτερικού δι' έργασίας του προσωπικού Διευθύνσεως και Διοικήσεως.

(6) Τάς δαπάνας παραστάσεως όλοκλήρου του έν Έλλαδι προσωπικού.

γ) Έάν ή 'Εταιρεία είς οίανδήποτε στιγμήν άγοράσῃ γεωτρύπανα (RIGS) πρός τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης καὶ ἔκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ὡς ὅριζεται ἐν ἄρθρῳ 4 παραγράφῳ 4 ή 'Εταιρεία θὰ δικαιοῦται νὰ πιστώνῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20% τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς 'Ελλάδα), ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθιμα τοῦ ἀναγκαῖοιοντος τύπου γεωτρυπάνου, δι' ἔκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' δ ἔχρησιμοποιήθη τὸ πρῶτον ἐν 'Ελλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμῆματος ἀγορᾶς.

δ) Έάν ἀντιθέτως αἱ ἔργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάβου ἢ διὰ γεωτρυπάνου ἔχμισθωθέντος τῇ 'Εταιρείᾳ ὑπὸ μετ' αὐτῆς συνεργαζομένου ἢ τρίτου, τότε δόλοκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἢ δόλοκληρον τὸ μίσθιμα θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, ὅσάκις γίνονται καταβόλαι εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἢ τοὺς τρίτους.

#### \*Αρθρον 4.

'Την πιστούσεις ἔργασίαι—'Ερευναι.

1. 'Η 'Εταιρεία ὑποχρεοῦται νὰ ποιήσηται ἔναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἔργασιῶν εἰς τὴν 'Ερευνητικὰν αὐτῆς περιοχὴν ἐντὸς τριῶν μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, ἀπασα δὲ ἢ ἐρευνητικὴ περιοχὴ θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῆ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἢ τρία ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως πρὸς τὸν πρωταρχικὸν σκοπὸν διὰ τὸν δικαιολόγον τῆς παρούσης Συμβάσεως.

2. 'Υπὸ τὴν ἐπιφύλαξιν τῆς παραγράφου 1 τοῦ ἄρθρου 3 τῆς παρούσης, ἐν βαθὺ ἐρευνητικὸν φρέαρ θὰ ἐκτελεσθῇ καὶ περατωθῇ ἐντὸς 30 μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ δευτέρου μέχρι καὶ τοῦ τέλους τοῦ πέμπτου ἔτους, ἡ 'Εταιρεία ὑποχρεοῦται ὥπως ἐκτελέσῃ τὰς ὑπὸ τῆς παραγράφου 1 τοῦ ἄρθρου 3 προβλεπομένας εἰς ἀριθμὸν βαθείας ἐρευνητικὰς γεωτρήσεις.

4. Αἱ προαναφερεῖσαι ἐρευνητικὰ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φθάσῃ εἰς βάθος 4.000 τούλαχιστον μέτρων, ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν διτὶ οἱ γεωλογικοὶ σχηματισμοὶ οἱ δόποι θὰ διατρηθῶσιν ἀπατοῦν γεωτρύπανον μεγαλυτέρας ἵκανοτητος.

5. 'Η τοποθεσία τῶν ὡς ἀνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς 'Εταιρείας κατὰ τὴν κρίσιν τῆς.

6. 'Εάν συμπληρωθοῦν ἐρευνητικὰ ἔργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἐν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἔργασιῶν τοῦ ἐπομένου ἔτους ἢ τῶν ἐπομένων ἔτῶν.

7. 'Ως βαθεία γεωτρησίας νοεῖται γεωτρησίας βάθους οὐχὶ μικροτέρου τῶν 2.600 μέτρων, μετρουμένων ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου. Πρὸς τὸν σκοπὸν ἐν τούτοις τῆς ἔφαρμογῆς τοῦ παρόντος ἄρθρου, ὡς βαθείας ἐρευνητικὰ γεωτρήσεις θὰ νοοῦνται καὶ αἱ ἀκόλουθοι τοιαῦται :

α) Οἰαδήποτε γεωτρησίας καθ' ἓν ἀνεκαλύφθησαν ὑδρονάνθρακες εἰς βάθος μικρότερον τῶν 2.600 μ., εἰς ποσότητας, αἱ δόποι κατὰ τὴν κρίσιν τῆς 'Εταιρείας ἔξασφαλίζουν οἰκονομικῶς σύμφορον ἔκμεταλλεύσιν διὰ τὴν 'Εταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν διτὶ η 'Εταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. 1 τῆς παρούσης συμβάσως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἀνακαλύψεως.

β) Οἰαδήποτε γεωτρησίας, καθ' ἓν τὸ γρανιτικὸν ἢ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰονδήποτε βάθος μεταξὺ 750 καὶ 2.600 μέτρων. 'Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἢ γρανιτικὸν ὑπόβαθρον συνηντήθη εἰς οἰονδήποτε βάθος πρὸς τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, η τοιαύτη γεώτρησίς δὲν θὰ θεωρῆται βαθεῖα γεωτρησίας καὶ ἐν τοιαύτῃ περιπτώσει η 'Εταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 2.600 μέτρων, ἀλλας μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ ἐδάφιον α) ἀνωτέρω προβλέπεται, η μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου ὑπόβαθρου εἰς οἰονδήποτε βάθος ἢ μέχρις διτού συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἥθελε προκύψει ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησίς διὰ τὴν ὁποίαν τὸ 'Ελληνικὸν Δημόσιον καὶ η 'Εταιρεία συμφωνοῦν διτὶ δὲν δικαιοιογεῖται περαιτέρω γεωτρησίας. 'Ἐφ' ὅσον η συμφωνία αὕτη ἥθελε συνομολογηθῆ πρὸς τὸ βάθος τῶν 750 μέτρων, τότε η γεωτρησίας αὕτη δὲν θὰ θεωρῆται βαθεῖα γεώτρησίς καὶ η 'Εταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 2.600 μέτρων, ἀλλας μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ ἐδάφιον α) ὡς ἀνω ὅριζεται, η μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ ὑπόβαθρου, εἰς οἰονδήποτε βάθος τούτου, η μέχρις διτού τὸ 'Ελληνικὸν Δημόσιον καὶ η 'Εταιρεία συμφωνήσουν διτὶ περαιτέρω γεωτρησίς δὲν δικαιοιογεῖται εἰς τὸ φρέαρ τοῦτο, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἥθελε προκύψει ἐνωρίτερον.

Εἰς τὰς περιπτώσεις ὑπὸ ἐδάφια β) καὶ γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὰ μέτρα γεωτρήσεως τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ είναι ἐλαχιστὸν τῶν 2.600 μέτρων. 'Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἀντῆ προηγουμένη φράσει προϋπόθεσιν, ἐντὸς τῶν καθορισμένων χρονικῶν δρίων, η 'Εταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον τὸ ποσὸν τῶν δολαρίων. ΗΠΑ 350 δι' ἔκαστον μέτρων, καθ' δ ὑπολείπεται τὸ ἀθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικὴ γεωτρησίς, ἐν τῷ συνόλῳ των λαμβανόμεναι, θὰ θεωρῶνται ὡς μία βαθεῖα γεωτρησίς κατὰ τοὺς δρους τοῦ παρόντος ἄρθρου.

8. 'Εάν η 'Εταιρεία 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, η 'Εταιρεία θὰ δικαιοῦται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέρων τῆς κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως τούτου δι' ἐτέρας βαθείας γεωτρήσεως, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου. 'Εάν ἐν τούτοις τὸ 'Ελληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεύῃ διτὶ η ἀνακάλυψις ὑδρογονανθράκων θὰ δημιουργήσει μεγαλύτερον βάθος, τὸ 'Ελληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς 'Εταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν δρον διτὶ η αἴτησις αὕτη θέλει γίνει πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ διτὶ περαιτέρω τὸ 'Ελληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεωτρησίν ἔξικνουμένην εἰς βάθος μεγαλύτερον τῆς ίκανοτητος τοῦ γεωτρυπάνου.

'Η 'Εταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἀνω αἴτησιν τοῦ 'Ελληνικοῦ Δημοσίου, ὑπὸ τὸν ἀκολούθους δρον :

α) Η συμπλερωματικὴ γεωτρησίας θὰ γίνῃ δαπάναις τοῦ 'Ελληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλῃ τῇ 'Εταιρείᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, συμφώνως πρὸς τὰς ὑπὸ τῆς 'Εταιρείας διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανομένων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομένων ἐν τῷ συνημμένῳ τῇ παρούσῃ Συμβάσει Πίνακι B, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστοῦ 10%. Αἱ τοιαῦται πληρωματί θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς,

παρὰ τῆς Ἐταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

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

γ) Ἔφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις θήλει προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἐταιρείας, συμφώνως τῷ παρόντι ἀρθρῷ, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν δοπίων οἰκισμού ποτε τῶν ὑποχρεώσεων τούτων, δέον νὰ εἶχον ἐκπληρωθῇ.

δ) Ἐπειπτώσει καθ' ἣν θήλεον ἀνακαλυφθῇ εἰς τὸ ὡς δὲν φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονάνθρακες, εἰς ποσότητας ἔξασφαλιζούσας κατὰ τὴν ἐλεύθεραν τῆς Ἐταιρείας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν Ἐταιρείαν ἐκμετάλλευσιν, ἡ Ἐταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτήσῃται καὶ λάβῃ παραχώρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν, ὡς ἐν ἀρθρῷ 5 τῆς παρούσης συμβάσεως δρίζεται, τῆς Ἐταιρείας ὑποχρεούμενης ὡς εἰκός ἐν τῇ περιπτώσει ταύτη νὰ πληρωθῇ τῷ Ἑλληνικῷ Δημοσίῳ τριάκοντα (30) ὥμερας μετὰ τὴν δήλωσιν ὑπὸ τῆς Ἐταιρείας, ποσὸν ἔξικνον μενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ δοπίον ἐπλήρωσε τὸ Ἑλληνικὸν Δημόσιον τῇ Ἐταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10 % ἐτησίως).

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

#### "Αρθρον 5.

Δικαίωμα τῆς Ἐταιρείας ὄπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν.

'Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. Ἐὰν καθ' οἰονδήποτε χρόνον, καθ' δὲν ἡ Ἐταιρεία διατηρεῖ ἐρευνητικὰς περιοχάς, βάσει τῆς παρούσης συμβάσεως, ἀνευρεθῇ εἰς ἐρευνητικὸν φρέαρ, ἀνορυχθὲν παρ' αὐτῆς εἰς οἰανδήποτε τοιαύτην περιοχήν, ποσότης ὑδρογονανθράκων ἔξασφαλίζουσα κατὰ τὴν γνώμην τῆς Ἐταιρείας τὴν οἰκονομικῶς σύμφορον διὰ τὴν ἐκμετάλλευσιν τούτων, (εἰς ἐμπορικὴν κλίμακα), ἡ Ἐταιρεία μετὰ τὴν ὑποβολὴν πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐπάρκων ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει «ὡς παραχώρησις» ἢ «παραχώρησις πρὸς ἐκμετάλλευσιν», περιλαμβανουσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς δροὺς τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἀρθρου 11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. Ἀπὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὰ ἐν ἀρθρῷ 11) τοῦ N. 3948/1959 δρίζομενα, εἰς τὸ ὑπουργεῖον Ἐθνικῆς Οἰκονομίας τῆς ἐπιλεγείσης περιοχῆς, ἡ Ἐταιρεία καθίσταται αὐτομάτως μισθωτρια τῆς ὑπὸ αὐτῆς ἐπιλεγείσης περιοχῆς ἢ περιοχῶν.

3. Ἡ μεγίστη ἔκτασις ἐκάστης παραχωρούμενης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, οἰουδήποτε σχήματος, καθοριζόμενου παρὰ τὴς Ἐταιρείας.

Ἐὰν ἐν τούτοις ἡ Ἐταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, διὰ τὴν ἐπιθανὴν ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, τότε ἡ Ἐταιρεία θὰ δικαιοῦται εἰς παραχώρησιν ἔκτασεως πρὸς ἐκμετάλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἐκατὸν (100) τετρ. χιλιόμετρα.

4. Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν δὲν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλήρες δικαίωμα ἡ Ἐταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριόριστος. Ἐκάστη δὲ νέα γεώτρησις τῆς Ἐταιρείας εἰς ἐρευνητικούς χώρους ἀνήκοντας εἰς τὴν Ἐταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυναμένην

νὰ παράγῃ ὑδρογονάνθρακας, θὰ παρέχῃ εἰς τὴν Ἐταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς δροὺς τοῦ παρόντος ἀρθρου.

5. Η διάρκεια ἐκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ εἶναι εἰκοσιοκταετῆς (28) ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι' ἐκάστην παραχωρήσεων, πρὸς ἐκμετάλλευσιν.

Ἐφ' ὅσον ἡ Ἐταιρεία συνεμιρφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ' ἔκαστον παραχωρήσεις ἐκμετάλλευσεως, ἡ 28ετῆς αὔτη περίοδος θὰ παρατείνεται αὐτομάτως δι' ἔτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς δροὺς τῆς παρούσης συμβάσεως, ὑπὸ τὸν δρόν τὸν τούτοις, διτι οἰαδήποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναί γενικῶς ἐπὶ τῆς ἐκμετάλλευσεως ὑδρογονανθράκων, θὰ ἐφαρμόζωνται καὶ ἐπὶ τῆς παραχωρήσεως ἡ τῶν παραχωρήσεων ὡν παρατείνεται, ὡς ἀνω, ἡ ἴσχυς, ὑπὸ τὸν δρόν διτι τροποποιήσεις τοῦ N. 3948/1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παραστάσεως.

#### "Αρθρον 6.

Τυποχρεώσεις ἐκμετάλλευσεως καὶ παραγωγῆς τῆς  
Ἐταιρείας

1. "Αμα τῇ, κατὰ τὸ προηγούμενον ἀρθρον 5 τῆς παρούσης, ὑποβολῆ τῆς προβλεπομένης ἐν ἀρθρῷ 11) τοῦ Νόμου 3948/1959 δηλώσεως δι' ἐπιλεγείσαν παρὰ τῆς Ἐταιρείας περιοχῆς, αὔτη θὰ προβῆ ταχέως εἰς ἀνόρυξιν φρεάτων, χαράξεως δρίων (DELINATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξὺ τῶν τοιαύτην ἥτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἐταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδηγμένα, νὰ ἔξασφαλίσῃ ἐν τελευταῖς ἀναλύσει τὴν μεγίστην δυνατὴν ἀπόδοσιν.

2. "Τὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς κατωτέρω παραγρ. 3 ἡ Ἐταιρεία θὰ διεξάγῃ συνεχῶς παραγωγικὰς ἐργασίας κατὰ τοὺς κανόνας τῆς τέχνης καὶ συμφώνως πρὸς διεθνεῖς ἀνεγνωρισμένους κανόνας καλῆς ἐκμετάλλευσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἔξασφαλίσῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Κατ' οὐδεμίαν στιγμὴν ἐν τούτοις ἡ Ἐταιρεία θὰ δύναται νὰ ὑποχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δπως προβῆ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἐκάστοτε ὑφισταμένων ἐγκαταστάσεών της, εἰς ρυθμὸν δστις συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια:

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τέχνης.

β) Εἶναι ἐπιβλαβῆς εἰς τὸν σκοπόν, τῆς ἐν τελευταῖς ἀναλύσει, μεγίστης ἀπόδοσεως, καὶ

γ) Δὲν εἶναι οἰκονομικῶς σύμφορος, ἵτοι δὲν ἔξασφαλίζει εἰς τὴν Ἐταιρείαν κέρδος.

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

Εἶναι αὐτονόητον διτι ἔὰν ἡ Ἐταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ Ἑλληνικοῦ Δημοσίου, δύναται νὰ προσφύγῃ εἰς διατηρησίαν κατὰ τὰ ἐν ἀρθρῷ 26 τῆς παρούσης συμβάσεως δρίζομενα, κατὰ τὴν διάρκειαν τῆς δοπίας ἡ Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιήσῃται ἔναρξιν συμμορφώσεως κατὰ τὰ ὡς ἀνω ἀναφερόμενα.

#### "Αρθρον 7.

Ἐπιτρεπόμεναι ἐργασίαι παρὰ τῆς Ἐταιρείας καὶ  
Περιορισμοί.

1. "Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικάς καὶ οἰανδήποτε ἐτέρων ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων, δι' οἰασθήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀνα-

γυαριστικάς γεωλογικάς γεωτρήσεις καὶ ἐρευνητικάς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἔκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χεῖρας τῆς Ἐταιρείας βάσει τῆς παρούσης συμβάσεως ὁποτεδήποτε διαρκούσης τῆς ἵσχυος ταύτης.

2. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων, νὰ ἀνοίγῃ φρέατα ἐκμεταλλεύσεως καὶ νὰ ἔξορύσῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονάνθρακας.

3. Ἡ Ἐταιρεία θὰ δικαιοῦται νὰ ἀποθηκεύσῃ τοὺς ὑπ' αὐτῆς παραχθέντας ὑδρογονάνθρακας, νὰ τοὺς ὑποβάλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν, ὡς π.χ. ἀποχωρισμὸς ὑδατὸς καὶ ἰζημάτων, ἀποθείωσις, ἀποχωρισμὸς τῆς φυσικῆς βενζίνης (Natural Gazoline) ἐκ τῶν φυσικῶν ἀερίων καὶ νὰ τοὺς μεταφέρῃ.

4. Ἡ Ἐταιρεία θὰ ἔχῃ τὴν κυριότητα ἐφ' ἀπάντων τῶν παραγμένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθέρας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεώς των εἰς τὴν ἐγχώριον ἀγοράν, εἴτε διὰ τῆς ἐξαγωγῆς των, τηρουμένων ὅμως τῶν ἐν ἀρθροῖς 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἀσκησιν τῶν ἐν τῷ παρόντι ἀρθρῷ δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως τῆς πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, ἡ μισθωτρια Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγερῇ ἢ νὰ ἀναθέσῃ τὴν ἀνέγερσιν ἢ καὶ νὰ χρησιμοποιῇ ἢ καὶ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς δὲ ἀργὸν πετρέλαιον ἢ ἀέρια, διαχωριστάς, ἐγκαταστάσεις. διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγομένων ὑπ' αὐτῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἐγκαταστάσεις ἀφαιρέσεως θείου κ.λ.π., δευτερευούσας σιδηροδρομικάς γραμμάς, ἐγκαταστάσεις ἀποθηκεύσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικοὺς σταθμοὺς καὶ Ἑλληνικοὺς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικάς ραδιοφωνικάς ἐγκαταστάσεις καὶ πᾶσαν ἑτέραν ἐγκαταστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

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

6. Ἡ Ἐταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα, ἀποκλειστικῶς διὰ τὴν εὐόδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως, νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νησῖδας 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 δύναται τούτο νὰ ἀρνηθῇ ἀνευ σοβαροῦ λόγου.

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

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων, καθιστᾶ ἀδύνατον ἡ καθυστέρησις ἀναγκαῖως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς, πᾶσα προκύπτουσα καθυστέρησις ἢ παραλειψις ἐκτελέσεως οἰωνδήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς Ἐταιρείας, δὲν θὰ ἀποτελῇ παράβασιν τῶν ὅρων τῆς παρούσης καὶ θὰ θεωρῆται ὡς περίπτωσις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἀρθροῦ 25 τῆς παρούσης Συμβάσεως.

8. Ἡ Ἐταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης, ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως διενεργῇ ἐκρήξεις δι' ἀεριοβόλου ἢ διὰ χρησιμοποιήσεως ἔτερας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἔξαιρετικὰς περιπτώσεις καθ' ἃς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δύνατὸν νὰ ἀποδώσουν ικανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησί της ἐκρηκτικῶν ὑλῶν.

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

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

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

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

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

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα, δέοντα νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Διεύθυνσιν Γραφαρίας τοῦ Ἑλληνικοῦ Ναυτικοῦ (Ε.Ν.) πρὸς ἕκδοσιν τῶν σχετικῶν Ἀγγελιῶν καὶ Προαγγελιῶν τοῖς Ναυτιλομένοις.

στ) Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὴν Διεύθυνσιν Λιμενικῆς Αστυνομίας τοῦ Ὑπουργείου Ναυτιλίας, Μεταφορῶν καὶ Ἐπικοινωνιῶν :

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

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

(3) Τὰ τεχνικὰ χαρακτηριστικὰ τῶν ἴδιων τηλεπικοινωνιακῶν μέσων.

ζ) Ἡ Ἐταιρεία ὑποχρεοῦται ὅπως εἰς περίπτωσιν ἀνευρέσεως κατὰ τὴν διενέργειαν τῶν ἔρευνῶν οἰανδήποτε ἀντικείμενου ἀρχαιολογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, ἀναστείλη πᾶσαν ἐργασίαν καὶ εἰδοποιήσῃ ἐπειγόντως τὴν ἀρμοδίαν ὑπηρεσίαν Ἀρχαιοτήτων διὰ τὴν λῆψιν ὑπὸ αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιοτήτων ἐνδεικνυούμενων μέτρων.

η) Αἱ ἐργασίαι θὰ ἀπαγορεύωνται ἢ θὰ διακόπτωνται ἐκτάκτως, ἐφ' ὅσον ἡδελε πριθῇ ἀναγκαῖον διὰ λόγους ἔθνης ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ἔως ὅτου ἐκλεψωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἀνευ οὐδεμίας ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται ὅτι μία τοιαύτη διακοπὴ τῆς ἐργασίας θὰ θεωρηθῇ ὡς προξενηθεῖσα ἐξ ἀνωτέρας βίας συμφώνως πρὸς τὸ ἀρθροῦ 25 τῆς παρούσης συμβάσεως.

"Αρθρον 8.

Καταβολὴ στρεμματικοῦ φόρου.

‘Ἡ Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον, δοτικὸν θὰ ἀνέρχεται εἰς 1.000 δραχμάς ἐτεσίων κατὰ τετραγωνικὸν χιλιόμετρον ἐφ' ἀπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἐταιρείας εἰς οἰανδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.

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

"Ἄρθρον 9.

Δικαιώματα.

1. Η Ἐταιρεία θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα πέντε ἐπὶ τοῖς ἑκατὸν (15%) ἐπὶ πάσης φύσεως ποσότητος παραγομένων καὶ μετρουμένων, κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἀρθρου ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς κατὰ τὴν διάρκειαν τῶν ἔργασιῶν της, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὄντας καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς Ἐταιρείας χρησιμοποιούμεναι διὰ τὰς ἴδιας της ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (REPRESSURING) ἢ ἀναποφέυκτους ἀπώλειας κατὰ τὴν διάρκειαν τῶν ἔργασιῶν, κυρίως καίμενα ἀέρια (FLARED GAS), δὲν θὰ ὑποκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀέριου θὰ καταβάλλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἰδος, ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἑκάστου ἡμερολογιακοῦ ἔξαμήνου, τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἐταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἢ τμῆμα τῶν δικαιωμάτων του εἰδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν ἔξαμηνον διὰ τὸ ἀργὸν πετρελαίου ἢ καὶ τὸ φυσικὸν ἀέριον. 'Αφ' ἡς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοίσης τὴν ἐπιλογὴν του εἰς τὴν Ἐταιρείαν, οὐδεμία μεταβολὴ θὰ είναι ἐπιτρεπτὴ ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπόμενου ἡμερολογιακοῦ ἔξαμήνου, πλὴν ἐπιτελέσεως ἀμοιβαίως ἵκανοποιητικῆς 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 πετρελαίου, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἔργοταξίου τῆς Ἐταιρείας, διὰ τὸ φυσικὸν ἀέριον, εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην, εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν 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 ἔργοταξίου τῆς Ἐταιρείας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς διάντιστοιχοῦν τὰ δικαιώματα, ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἢ δὲ ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἀποθηκεύσῃ ἐπὶ ἀποκλειστικῷ κινδύνῳ τοῦ Ἑλληνικοῦ Δημοσίου, ὑπ' εὐθύνῃ δόμως τῆς Ἐταιρείας δι' οἰανδήποτε ἀπώλειαν ἢ ζημίαν προερχομένην ἐξ ἀμελείας της, εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἔργοταξίου της, κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἀνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου, τὸ οὔτωσεὶ εἰς τὸ Δημόσιον παραδοθησόμενον ὡς δικαιώματα ἀργὸν πετρελαίου. '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 ἀποθηκεύτρων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σὺν 10%.

5. Η κυριότης ἐπὶ τοῦ ἀργοῦ πετρελαίου ἢ καὶ τοῦ

φυσικοῦ ἀέριου, παραδιδομένων ὡς δικαιώματα εἰς τὸ Ἑλληνικὸν Δημόσιον, θὰ μεταβιβάζεται εἰς τὸ σημεῖον παραδόσεως αὐτῶν.

6. Η Ἐταιρεία εἶναι ἰδιοκτήτρια καὶ ἐκμεταλλεύεται οἰονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀέριου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἐταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσω τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρις οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Η μεταφορὰ αὕτη πραγματοποιήται παρὰ τῆς Ἐταιρείας ἔναντι καταβολῆς δαπάνην πλέον 10%.

Η παρούσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας νὰ κατασκευάσῃ ἀγωγούς η οἰανδήποτε ἐγκατάστασην μεταφορᾶς ἐπὶ πλέον τῶν δοσῶν τυχὸν ἔχει ἢ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων εγκατάστασιν ἢ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς, πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τούτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ Ἐταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (POSTED PRICE), τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσόν ὡς δικαιώματα θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διιδιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι Διιδιστηρίων διὰ τὸ ἀργὸν πετρελαίου τὸ ἀγοραζόμενον ἀπὸ τὴν Ἐταιρείαν, ὡς τοῦτο δρίζεται εἰς τὸ ἀρθρ. 12 (παρ. 9α).

Ἀπὸ τῆς στιγμῆς καθ' ὃν ἡ Ἐταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσόν 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 ἀρθρον 12, (παρ. 9β.).

8. Τὸ ποσόν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (GASOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου δρου τιμῶν πωλήσεως τῶν πραγματοποιηθείσῶν παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς δὲν ἀντιστοιχεῖ ἢ πληρωμὴ δικαιωμάτων, μεῖον ἔξόδων βιομηχανοποιησεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Τὸ ποσόν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' δοσον καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου δρου τημῶν πωλήσεως, (κατὰ κυβικὸν μέτρον) τῶν πραγματοποιηθείσῶν παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς δὲν ἀντιστοιχεῖ ἢ καταβολὴ τῶν δικαιωμάτων δι' ἔκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μεῖον ἔξόδων ἐπεξεργασίας καὶ μεταφορᾶς ἀπὸ τὴν κεφαλῆς τοῦ φρέατος (WELL HEAD) εἰς τὸ σημεῖον παραδόσεως.

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

"Ἄρθρον 10.

Φόροι.

1. Η Ἐταιρεία θὰ ὑπόκεινται εἰς τὸν φόρον εἰσοδήματος 'Ανωνύμων Ἐταιρειῶν βάσει παγίου συντελεστοῦ 50% ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἔργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν δρίζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἀρθρου, οἰονδήποτε καὶ ἐν εἶναι δι συντελεστῆς δι ἔκαστοτε ισχύων διὰ τὰς ἀλλας Ἐταιρείας. 'Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογίζομένου συμφώνων πρὸς τὸ παρόν ἀρθρον, θὰ ἀφαιρῆται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἰδος, δυνάμει τοῦ ἀρθρου 9 τῆς παρούσης συμφάσεως καὶ, ἀπὸ τοῦ χρόνου καθ' ὃν ἡ Ἐταιρεία κτᾶται καθαρὸν κέρδος ἐκ τῆς παραχωρήσεως, τὰ ποσὰ τοῦ στρεμματικοῦ φόρου



α) Αἱ ἐν παραγράφῳ 1 β) τοῦ Πίνακος Β δαπάναι αἱ ὁποῖαι προγματοποιοῦνται ἔκτὸς Ἑλλάδος.

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραγράφῳ 1 α) τοῦ Πίνακος Β καὶ αἱ δαπάναι πωλήσεως ὡς ἐν παρ. 1 δ) τοῦ πίνακος Β, αἱ δοποῖαι πραγματοποιοῦνται ἔκτὸς Ἑλλάδος διὰ λογαριασμὸν τῆς ἑταῖρείας ὑπὸ ἑτέρων Ἐταιρεῶν, αἱ δοποῖαι ἐλέγχονται ἀπ' εὐθείας ἢ ἐμμέσως ὑπὸ τῆς SERES SHIPPING INC, ἢ ὑπὸ ἑτέρων συγγενῶν Ἐταιρεῶν.

Εἰς τὰς ὡς ἄνω δαπάνας, ἐπιβαρύνσεις καὶ ἔξοδα, δὲν θὰ περιλαμβάνωνται τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα. Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἐξορυσσομένων ὑδρογονανθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἑξαγωγὴν θὰ εἶναι ἡ πραγματικὴ χρεούμενη τιμὴ FOB, ἀκριτὸν παραθαλάσσιον ἀποθηκευτικὸν χώρον. Ἀκαθάριστα ἔσοδα δι' ἑγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἶναι τὰ πραγματικὰ ἔσοδα. Ὁ καθορισμὸς τῶν ἀκαθαρίστων ἔσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἔξδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδειγμένα ὑπὸ τῆς Διεθνοῦς θεομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἶδος, κατὰ τὴν διάρκειαν διαχειρίστηκῆς περιόδου, συμφώνως τῷ ἄρθρῳ 9 τῆς παρούσης συμβάσεως, τὸ ποσὸν τοῦτο ὡς καθορίζηται συμφώνως πρὸς τὸ ὡς ἄνω ἄρθρον 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, διστις δεόντως ὑπογραφεὶς παρ' ἀμφοτέρων τῶν μερῶν, ἐμφαίνει 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 διενεργῆται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς Ἑλλάδος Νομοθεσίας.

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, ἰσχύουσαι ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιψυλασσομένῳ δῆμῳ τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως, ἢ κατὰ ἑξαμηνίαν τῶν ὑπὸ τῶν ἄνω 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 δι' ἀνακριβῆ δῆλωσιν διατάξεις τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐφ' ὅσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ διεφορούμενου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου διεφορούμενης εἰς πταῖσμα τῆς Ἐταιρείας, ἀλλὰ ἐκ πλάνης διαφόρου ἐρμηνείας παρὰ τῆς Ἐταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

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

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

### Αρθρον 11.

Εἰσαγωγὴ-έξαγωγὴ μηχανημάτων, ἐξοπλισμοῦ καὶ ὄλικῶν.

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζηται διὰ τὰς ἐργασίας τῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, πάντα τὰ μηχανῆματα καὶ ἐξοπλισμόν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰασθήποτε ὄλικά, οἰασθήποτε φύσεως, τὰ ὅποια κατὰ τὴν κρίσιν τῆς Ἐταιρείας εἶναι ἀναγκαῖα καὶ πλέον καταձηληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς. Ἡ παροῦσα σύμβασης ἐπέχει θέσιν οἰασθήποτε ἀναγκαῖας ἀδειας, ἀπαιτουμένης εἰς ἐκάστην περίπτωσιν, διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὄλικῶν.

2. Τὰ μηχανῆματα, ἐξοπλισμός, ἀνταλλακτικά καὶ ὄλικά οἰασθήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἔκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, σκαφῶν θαλάσσης, φορέων (PLAT-FORM) εἴτε αὐτοκίνουμένων εἴτε ὅχη, εἰς τὰ ὅποια ἔχουν στερεωθῆ μηχανῆματα, ὅργανα, γερανοὶ ἢ οἰασθήποτε ἀλλα ἐξαρτήματα οἰασθήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τζίπς ἢ ἀντίστοιχα ὀχημάτα παντὸς εἰδῶς εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἔξ (6) κατὰ τὴν ἐναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἔκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν, εἰσφορῶν καὶ τελῶν χαρτοσήμου, καὶ τῶν ὑπὲρ τρίτων εἰσπρακτόμενών κατὰ τὴν εἰσαγωγὴν φόρων.

3. Ἡ Ἐταιρεία θὰ εἶναι ἐλευθέρα νὰ ἐξαγάγῃ καθ' οἰονδήποτε χρόνον ὅλα τὰ μηχανῆματα ἐξοπλισμοῦ, σκάφη θαλάσσης, φορεῖς (PLAT-FORMS) καὶ ὄλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασθήποτε φύσεως αὐτοκίνητα τὰ εἰσπραχθέντα παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου ἐκτὸς ἐὰν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως ἀλλως καὶ αἱ τοιαῦται ἐξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰασθήποτε ἰδιαιτέρων ἐξουσιοδότησιν ἢ ἀδειαν, δι' ἐκάστην περίπτωσιν, οὗτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἐξαγωγῆς, δασμῶν ἢ ἀλλων φόρων, τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ἡ περιπτώσει ἡ Ἐταιρεία πωλήσῃ ἢ ἀλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὅποια εἰσήγαγε συμφώνως πρὸς τοὺς δρους 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 ἰσχυούσῃ τότε Νομοθεσίᾳ, δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἐταιρείαν, ἐὰν ἡ πώλησις ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἀλλην τινὰ Ἐταιρείαν, ἢ ἐργολάβον οἱ διποῖοι ἀπολαμβάνουν τῶν ἰδίων προνομίων ὡς ἡ Ἐταιρεία βάσει τῶν διατάξεων τοῦ παρόντος ἄρθρου.

### Αρθρον 12.

Ἐγχώριος κατανάλωσις καὶ ἐξαγωγαί.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν διτι ὁ πρωταρχικὸς σκοπὸς τῆς παρούσης συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἐγχωρίου ἀγορᾶς δι' ἐγχωρίων ὑδρογονανθράκων πρὸς καλύψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οἰκονομίας 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 χαρακτηριστικά ἢ σημαντικῶς διάφορον ὡς πρὸς τὸ εἰδικὸν βάρος ἢ ποιότητα αὐτοῦ, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως διύλιστηρίων ἀπαιτουμένου τοιούτου, διπερ θὰ ηὔσαι σημαντικῶς τὰς δαπάνας λειτουργίας τοῦ ἐν λόγῳ Διύλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως,

διύλιστηρίων, τοιαύτας πρός παραγωγήν τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀπαιτουμένων τύπων προϊόντων, μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας διὰ τοῦτο ἢ ταῦτα ἢ ἀνάγκης προσθήκης μεζόνων ἔγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἄργον πετρελαίου.

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἔναρξιν παραγωγῆς ἐν Ἑλλάδι ἄργον πετρελαίου εἰς ἐμπορικὴν κλίμακα, ὡς ὁρίζεται ἐν ἄρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως ἡ Ἐταιρεία ὑποχρεοῦται ὅπως ἐφοδιάλῃ μὲ ἔγχωριον ἄργὸν πετρελαίου, μέχρι τοῦ σημείου καθ' ὃ θὰ διαθέσῃ πρός τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἔγχωρίου ἄργον, τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ οἰασδήποτε ἄλλα Διύλιστηρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς καὶ τοιαῦτα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε ἄλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ὑπὸ τῆς Ἐταιρείας ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἔγχωρίου ἄργον πετρελαίου, κατὰ τὴν ποσότητα ἄργον, τῆς ὁποίας ἔκαστον τοιοῦτον Διύλιστηριον θὰ ἔχῃ ἀνάγκην ἀπὸ καριοῦ εἰς καιρόν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ ὅποια ἔκαστον τοιοῦτον Διύλιστηριον ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἔσωτερικὴν καταγάλωσιν.

Οἱ ἐφοδιασμὸς τῶν τοιούτων διύλιστηρίων δι' ἄργον πετρελαίου, θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα καθίσταται ἐφικτῇ ἢ κατὰ κανονικὸν καὶ ἀποτελασματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ διύλιστηρου. Ἡ ὑποχρέωσις-περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἄργον πετρελαίου θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθεις διατάξεις.

4.a) Ἡ Ἐταιρεία δικαιοῦται ἐλευθέρως νὰ ἔξαγῃ ὁποτέποτε, καθ' οἰουδήποτε τρόπον καὶ μὲ οἰασδήποτε μέσα καὶ ὑφ' οἰουδήποτε δρους ἥθελεν αὐτῇ καθορίσει, ἀνευ ἰδιαιτέρας ἀδείας, ἀλλ' ὑπὸ τὴν συνήθη ἐκάστοτε ἐμπορικὴν πρακτικὴν καὶ ἀνευ καταβολῆς τελῶν ἔξαγωγῆς ἢ ἐτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, οἰασδήποτε παραγωγὴν αὐτῆς πέραν τῶν ποσοτήτων τὰς ὁποίας ἡ Ἐταιρεία ὑποχρεοῦται νὰ προμηθεύῃ βάσει τῆς παραγράφου 3 τοῦ παρόντος ἄρθρου, καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἔξαγωγῶν προϊόντος εἰς τὸ ἔξωτερικόν, ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ὄριζεται. Ἐν τῇ ἐναστήσει τοῦ δικαιώματος τούτου, ἡ Ἐταιρεία θὰ προσπαθῇ νὰ ἔξαγῃ ποσότητα ἄργον πετρελαίου ὑπὸ αὐτῆς παραγομένου, καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγραφον 3 καθοριζομένων, ὑπὸ τὴν προϋπόθεσιν διὰ τὴν Ἐταιρεία θὰ διαθέτῃ καταλλήλους ἀγοράς διὰ τοιαύτας ποσότητας.

Ἐὰν ἡ Ἐταιρεία δὲν διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλῃ τοῦτο ἐγγράφως πρὸ τὸ Ἑλληνικὸν Δημόσιον, ὑπότε τὸ Ἑλληνικὸν Δημόσιον, θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπὸ αὐτοῦ ἢ τρίτων ἀγοράν τοῦ πλεονάζοντος ἄργον πετρελαίου εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE), ὑπὸ τὸν δρόν διὰ τοῦ ἀμοιβαίως ἴκανον ποιητικού δροὶ καὶ συμφωνίαν περιλαμβανομένης τῆς διαιρείας τῶν τοιούτων ἀγοραστικῶν πράξεων, θὰ συνομολογηθοῦν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἐντὸς δύμας τῶν ἐν παραγράφῳ 3 τοῦ ἄρθρου 6 περιορισμῶν.

β) Εἰς ἣν περίπτωσιν ἡ Ἐταιρεία ἔξαγάγῃ ἔγχωριον ἄργὸν πετρελαίου ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρου καὶ τῶν λοιπῶν ἔγχωρίων Διύλιστηρίων, περὶ ὧν ἡ παραγραφος 9 β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν ἡ Ἐταιρεία θὰ διαθέτῃ πρὸ τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν διάρκειαν τοῦ ἴδιου τριμήνου, ἵσην ποσότητα ἔγχωρίου ἄργον πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸ τὸν μέσον δρόν τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἐταιρείας τοιαύται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἴδιου τριμήνου, ὑπὸ τὸν δρόν : (1) διὰ τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἄργον πετρελαίου πρὸς ἐν ἡ πλείστα τῶν ἔγχωρίων διύλιστηρίων

διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἔγχωριον ἀγορὰν καὶ (2) διὰ ὑπὸ τὰς παρούσας διατάξεις χορηγούμενη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ πετρελαίου θὰ λογίζεται εἰς τημηματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν ἐπαρχιακῷ πετρελαίου 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρέωσεων τῆς Ἐταιρείας προμηθείας ἀργοῦ πετρελαίου. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἔγχωριον ἀργὸν πετρελαίου πρὸς ἐν ἡ πλείστα τῶν ἔγχωρίων Διύλιστηρίων ὑπὸ δρους καὶ συνθήκας τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' δ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιούτου ἄργον πετρελαίου δικαιώματα αὐτοῦ εἰς ἐν πλείστα τῶν ἔγχωρίων Διύλιστηρίων αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διύλιστηρίων ὡς πρὸ τὴν διάθεσιν καὶ τὴν ἀγορὰν ἔγχωρίου ἄργον πετρελαίου θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἔκαστον Διύλιστηριον μεταβιβασθείσης ποσότητος ἀργοῦ πετρελαίου.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἔγχωρίου ἄργον πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρου καὶ ἄλλων ἐν τῇ χώρᾳ διύλιστηρίων ὑφισταμένων κατὰ τὸν χρόνον τῆς ἀρχικῆς ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἄργον πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἔξασφαλίσῃ προτεραιότητα ἀγορᾶς παρ' διλῶν τῶν ἐν λόγῳ Διύλιστηρίων, τοῦ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγομένου ἄργον πετρελαίου, ἔναντι τοῦ ἐκ τοῦ ἔξωτερικοῦ εἰσαγομένου τοιούτου, ὑπὸ τὸν δρόν ὅτι τὸ ρηθὲν ἄργὸν πετρελαίου θὰ είναι κατάλληλον, ἐν τῇ ἐννοίᾳ τῆς παραγρ. 2 τοῦ ἄρθρου 12. Ως πρὸς τὸ ἐκ τοῦ ἔξωτερικοῦ εἰσαγόμενον ἄργὸν πετρελαίου τὸ ὑπὸ τὸν θὰ ἐκτοπισθῇ ὑπὸ τοῦ ὑπὸ τῆς Ἐταιρείας παραγομένου ἔγχωρίου τοιούτου, ἡ Ἐταιρεία, ἡ αἱ συγγενεῖς αὐτῇ Ἐταιρείαι, εἰς τὴν ὁποίαν ἢ τὰς ὁποίας δυνάμει οἰωνδήποτε συμβάσεων θέλει παραχωρηθῆ δικαίωμα εἰσαγωγῆς ἄργον πετρελαίου θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηρον καὶ τὰ ἄλλα ἔγχωρια Διύλιστηρια μὲ εἰσαγόμενον ἄργὸν πετρελαίου εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸν τούλαχιστον ποσοστόν, ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἑλλάδι ποσότητων ἀργοῦ πετρελαίου ὡς τὸ ἐπραττεῖ κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἐταιρεία δὲν προσπαθεῖ νὰ παράγῃ καὶ διαθέτῃ ἔγχωροιν ἀργὸν πετρελαίου κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου διριζόμενα, καθ' ὑπέρβασιν τῶν ποσότητων αἴτινες θὰ ἀγορασθῶσι βάσει αὐτοῦ.

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

α) "Οτι, ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ μετέπειτα εἰς πάντα χρόνον διαρκούσης τῆς ἰσχύος τῶν νῦν ὑφισταμένων συμβολαίων προμηθείας ἄργον πετρελαίου καὶ πάσης παρατάσεως ἢ ὑποκαταστάσεως τῶν συμβολαίων τούτων, θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν δρῶν τῶν ἐν λόγῳ συμβολαίων πρὸς ἐξασφάλισην τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρου κατὰ προτεραιότητα ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου ἀγορᾶς οἰουδήποτε τὸ τῆς Ἐταιρείας παραγομένου καταλλήλου ἔγχωρίου ἄργον πετρελαίου, μέχρι εἰς τὴν διάρκειαν τοῦ περιοριστικῶν δρῶν τῶν ἐν λόγῳ συμβολαίων πρὸς ἐξασφάλισην τῆς ἰσχύος τῆς παραγράφου 6 περιορισμῶν.

β) "Οτι ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ μετέπειτα, τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλῃ πᾶσαν προσπάθειαν ἵνα ἔξασφαλίσῃ εἰς τὴν διάρκειαν τοῦ περιοριστικῶν δρῶν τῶν ἐν λόγῳ συμβολαίων ὑποχρεώσεις, διὰ πασαὶ αἱ νέαι συμβατικαὶ ὑποχρεώσεις εἰς τὴν προμήθειαν ἀργοῦ πετρελαίου ἢ προϊόντων, καὶ πᾶσαὶ αἱ παρατάσεις, ἀνακενεώσεις ἢ ὑποκαταστάσεις, εἰτε

τῶν σήμερον ὑφισταμένων ἢ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, περιέχουν πᾶσαν λογικὴν καὶ νόμιμον, ἐντὸς τῶν ὅρών τῆς ἔξουσίας τοῦ Ἑλληνικοῦ Δημοσίου, διάταξιν, ἵνα ἐπιτραπῇ ἢ ὑπὸ τῶν Ἑλληνικῶν Διύληστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχωρίου ἀργοῦ πετρελαίου, αἱ ὁποῖαι καθορίζονται εἰς τὴν παράγρ. 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, αἱτίνες συνάπτονται διὰ χρονικὰ διαστήματα ἐνδεὶς ἔτους ἢ βραχυτέρων καὶ αἱτίνες ἔχουσιν ὑπογραφήν πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) Ἐάν, παρὰ τὰς καταβαλλομένας 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 εἴναι οὐχ ἡττον ὑπόχρεον δπως ἔξασφαλίσῃ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν ἄλλων ἐγχωρίων Διύλιστηρίων ἀγορὰν ποσότητος, παραγομένου ὑπὸ τῆς Ἐταιρείας καταλλήλου ἀργοῦ πετρελαίου ἵσης πρὸς τριάκοντα τοῖς ἑκατὸν (30 %) τούλαχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου.

δ) Ἀνεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παροῦσαν παράγρ. 6 ἀναφερομένων, ἡ Ἐταιρεία δὲν θὰ ἔχῃ οἰνοδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰνοδήποτε τρόπον προκύπτοντο ἐκ τῶν δρῶν τῆς παρούσης Συμβάσεως, δπως παρεμβαίνῃ, ἀντιτίθεται ἡ ζητήση ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν ἢ καθ' οἰνοδήποτε τρόπον μεταβολὴν τῶν δρῶν τῶν συμβάσεων τοῦ Δημοσίου, τῶν σχετικῶν μὲ τὴν προμηθείαν ἀργοῦ πετρελαίου, ἢ πετρελαιοειδῶν προϊόντων, ἢ μὲ τὴν ἰδρυσιν Διύλιστηρίων ἐν τῇ Χώρᾳ τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἡ τοιούτων συμβάσεων ἀς τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἥν ἡ Ἐταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον διτὶ ἀνεκάλυψε καταλλήλου ἀργὸν πετρελαίου εἰς ἐμπορευσίμους ποσότητας, ἢ μετὰ τὴν τοιαύτην ἡμερομηνίαν ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον θέλει προβλέψει τὴν χρησιμοποίησιν ὑπὸ Ἑλληνικῶν Διύλιστηρίων τῶν ποσοτήτων ἀργοῦ πετρελαίου παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον, μέχρι τοῦ ἀνωτάτου ὅρου τῶν ὑποχρεώσεων τῶν ὁρίζομένων εἰς τὴν παροῦσαν παράγραφον 6.

7. Ἐφ' ὅσον ὑπάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ πετρελαίου ἐν τῇ Ελλάδι, ὅποτεδήποτε διαρκούστης τῆς ἴσχυος τῆς παρούσης συμβάσεως, ἡ ὑποχρέωσις τῆς Ἐταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ δέχηται κατὰ προτεραιότητα τὴν ἀγορὰν τοῦ ὑπὸ τῆς Ἐταιρείας ἐν τῇ Ελλάδι παραγομένου καταλλήλου ἀργοῦ πετρελαίου, θὰ περιορίζεται εἰς τὸ ποσοστόν συμμετοχῆς τῆς παραγωγῆς τῆς Ἐταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν τῇ Ελλάδι παρ' δλων τῶν παραγωγῶν.

8. Εάν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, ὅτι τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἀργὸν πετρελαίου εἴναι ἀκαταλλήλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον ἢ τὰ λοιπά, πρὸ τῆς ἀνακαλύψεως, Διύλιστηρία ἡ ὑποχρέωσις ἐν τῇ περιπτώσει ταύτῃ τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ πετρελαίου ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διύλιστηρίων, καὶ ἡ ὑποχρέωσις τῆς Ἐταιρείας, δπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διύλιστηρια ἐγχωρίου ἀργὸν πετρελαίου, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἵκανοτοιητικῆς ρυθμίσεως διὰ τῆς ὅποιας θὰ καθίσταται δυνατή ἡ ἐπίτευξις τοῦ εἰς τὴν ὡς ἄνω παράγρ. 1 τεθέντος πρωταρχικοῦ σκοποῦ.

'Ἐὰν δὲν καταστῇ δυνατή ἡ ἐπίτευξις τοιαύτης ἀμοιβαίως ἵκανοντοιητικῆς ρυθμίσεως, τότε, αἱ ἀνώτερων ἀναφερόμεναι ἀμοιβαίαι ὑποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας θὰ τερματισθῶν μέχρις οὗ τὸ ρηθὲν ἀργὸν πετρελαίου ἢ ἔτερον ἀργὸν πετρελαίου, παραχθησόμενον ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι, καταστῇ κατάλληλον πρὸς χρῆσιν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν λοιπῶν Διύλιστηρίων, ὑπὸ τὴν προϋπόθεσιν δικαίωσης, διτὶ τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διύλιστηρια, δπως ἀγοράζουν τὸ τοιούτον ἀκαταλλήλον ἀργὸν πετρελαίου, καθ' ἥν ἐκτασιν δικαίωσης θὰ δύναται τοῦτο νὰ χρησιμοποιηθῇ εἰς τὰ Διύλιστηρια καὶ ὑπὸ τὴν περαιτέρω προϋπόθεσιν διτὶ ἡ τοιαύτη χρησιμοποίησις δὲν θέλει καταλήξει εἰς οἰανδήποτε ταλαιπωρίαν τῶν ρηθέντων Διύλιστηρίων. Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ δπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του, ὑπὸ μορφὴν προωθήσεως τῆς χρησιμοποιησέως τοῦ τοιούτου ἀκαταλλήλου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9.α) Πρὶν ἡ ἡ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἥν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ οἰνοδήποτε ἔτερον ἐν Ἑλλάδι ὑπάρχον Διύλιστηριον, νὰ ἀγοράζῃ ἀργὸν πετρελαίου παραγόμενον παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς Ἐταιρείας, ἡ δὲ τιμὴ αὐτῆς θὰ εἴναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος δρος τῆς δεδηλωμένης τιμῆς, ἡ τιμῶν, ὡς αὐταὶ παρουσιάζονται εἰς τὸ PLATTS OILGRAM ἡ ἀλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Γρίπολιν τοῦ Λιβάνου, BANIAS τῆς Συρίας καὶ τῆς Λιβύης, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) "Οταν ἡ Ἐταιρεία καταστῇ ἔξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (POSTED) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς, ἡ τιμὴ εἰς ἥν τὸ Ἑλληνικὸν Κρατικὸν Διύλιστηριον καὶ ἀλλα ἐν Ἑλλάδι ὑπάρχοντα Διύλιστηρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρελαίου, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμὴ. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπὸ δύψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἐκείνον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ὑπὸ δύψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἔξαγομένου ἀργοῦ πετρελαίου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν ποσῶν ὄφειλομένων διὰ προμηθευθέντας ὄδρογνάνθρακας, θὰ γίνωνται ἐντὸς ἔξηκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπὸ αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ἡ Ἐταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξηκοντα ἡμερῶν ἀπὸ τῆς, ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἡ Ἐταιρεία δύναται, δὲν βλάβης οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ συμφηφίζῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἀλλα ποσά, τὰ ὅποια ἀλλως θὰ δψειλεν ἡ Ἐταιρεία νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον.

11. 'Ἐὰν ἡ Ἐταιρεία ἔχῃ εἰς τὴν ἴδιοκτησίαν τῆς καὶ ἐκμεταλλεύεται ἐν Ἑλλάδι οἰουδήποτε σωληναγωγοὺς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου ἢ καὶ ἀγωγοὺς ἀερίων τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ἔχῃ τὴν προτεραιότητα τὴν ἀγορᾶς τοῦ τοιούτου ἀργοῦ πετρελαίου ἢ καὶ φυσικὸν ἀερίον, μέσω τῶν τοιούτων ἀγωγῶν ἀργοῦ πετρελαίου ἢ ἀγωγῶν ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ του χώρου, εἴτε μέχρις οἰουδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγούσης ὄδοι. 'Η μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς Ἐταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἑκατόν. 'Η παροῦσα παράγραφος 11 δὲν θὰ ἐρμηνεύεται ὡς ὑποχρέωσις τῆς Ἐταιρείας νὰ κατασκευάσῃ οἰουδήποτε σωληναγωγοὺς ἀργοῦ πετρελαίου ἢ ἀγωγοὺς ἀερίων ἢ οἰασδήποτε ἐγκαταστάσεις μεταφορᾶς

ἐπὶ πλέον τῶν δσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἴδιοκτησίαν τῆς ἢ καὶ ὑπὸ ἐκμετάλλευσιν οὕτε νὰ ἀνεγείρῃ οἰασθήποτε προσθέτους ἔγκαταστάσεις σχετικάς πρὸς τοιούτους σωληναγωγοὺς ἢ ἀλλας ἔγκαταστάσεις μεταφορᾶς ἔκτος ἔτιν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἵκανοποιητικὴ συμφωνία πρὸς τοῦτο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

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

\*Ἀρθρον 13.

### Συνάλλαγμα ἔξωτερικοῦ.

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

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (GREEK CURRENCY) μέσω Τραπεζῶν ἢ προσώπων ἐπισήμως ἔξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα δολλαρίων Η.Π.Α. ἢ ξένου συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολλάρια Η.Π.Α. εἰς ποσότητας ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἔργασιῶν τῆς εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς ἢ καὶ μισθώσεις εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος, καὶ τῆς ἐλευθέρας καὶ ἀπεριορίστου εἰσαγωγῆς ἢ καὶ χρησιμοποιήσεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ ὑπηρεσιῶν οἰασθήποτε φύσεως ἀπαιτουμένων ὑπὸ τῆς Ἐταιρείας διὰ τὰς ἔργασιας αὐτῆς περὶ διὰ τῆς Ἐταιρείας.

2. "Αμα τῇ ἐνάρξει τῆς παραγωγῆς, ἢ Ἐταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἔργασιας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμὰς ἔσοδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἐταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἔγχωριον ἀγορὰν πωλήσεων. "Οταν τὰ εἰς δραχμὰς ἔσοδα τῆς Ἐταιρείας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἔργασιῶν εἰς μετρητά, ἢ Ἐταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολλάρια Η.Π.Α. ἢ καὶ κατόπιν συμφώνου γνώμης τῆς Τραπεζῆς Ἑλλάδος, εἰς ἔτερον συνάλλαγμα μετατρέψιμον εἰς δολλάρια Η.Π.Α. "Η Ἐταιρεία ἐν τούτοις δικαιοῦται ὡσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματά της ἢ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταβέσεις ἢ χρεώγραφα ἢ οἰωνδήποτε ἐτέρων ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαπούς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἴσχυοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταῦτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ἴσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἔγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι, ὡς καὶ τῶν τοιούτων περὶ δεσμεύσεως δύμολογιῶν καὶ μετοχῶν ἢ ἐτέρων περιουσιακῶν στοιχείων. "Ἐπενδύσεις εἰς μετοχὰς Ἐταιρείων θὰ ὑπόκεινται εἰς τὴν ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, τούτου

μὴ δυναμένου ἐν τούτοις νὰ ἀρνηθῇ ταύτην, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οίκονομικῶς ἀδικαιολογήτως ἐπιχείνδυνος.

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

β) "Αντιθέτως, ἐὰν τὰ εἰς δραχμὰς ἔσοδα ἐκ τῆς ἔγχωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἔργασιας τῆς, ἢ Ἐταιρεία θὰ μετατρέπῃ ἐν τῇ περιπτώσει ταύτη εἰς δραχμὰς μέσω Τραπεζῶν ἢ προσώπων νομίμως ἔξουσιοδοτημένων, ὅπως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα, δολλάρια Η.Π.Α. ἢ ξένον συνάλλαγμα, ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α. εἰς ποσότητας ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν εἰς δραχμὰς ἀναγκῶν τῶν ἔργασιῶν της.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ ἐδάφιον β) ὡς ἀνὰ διατάξεων τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α. ὑπὸ τὸν δρον διὰ τοῦ δολλάρια Η.Π.Α. της:

(1) Τοιούτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἔξαχθέντων ἐξ Ἑλλάδος.

(2) "Η Ἐταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἢ νὰ αὐξήσῃ τὸν ὅγκον τῶν ἔγχωριων της, ἐὰν αὕτη ἀπήγει πληρωμὴν εἰς δολλάρια Η.Π.Α. ἢ ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α.

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

4. Συμφωνεῖται ὡσαύτως ὅτι ἡ παρακράτησις ξένου συναλλάγματος εἰς τὸ ἔξωτερικὸν συμφώνως τῷ παρόντι ἄρθρῳ, θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν τὴν κάλυψιν πλήρωμας τῶν εἰς συνάλλαγμα δαπανῶν της βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἀγορῶν ἢ καὶ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως, ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς ἔργασιας αὐτῆς παρούσης συμβάσεως.

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

6. "Η Τραπεζὴ τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἐταιρείας μέσω Τραπεζῶν ἢ προσώπων ἔξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ξένον συνάλλαγμα εἰς δολλάρια Η.Π.Α. ἢ ἀλλων μετατρέψιμων εἰς δολλάρια Η.Π.Α. νομίσματων, τὸ ἀναγκαιοῦν εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἐξ Ἑλλάδος τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιούτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀμέσως καὶ ἀνευ καθυστερήσεως, διόπτων ζητεῖται, ἐπὶ τῇ βεβαιώσει τῆς Ἐταιρείας ὅτι ἡ αίτουμένη μετατρόπη ἀποτελεῖ μεταφορὰ 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 Τραπεζὴν

τῆς Έλλάδος ή τοὺς ἔξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἐβδομαδιαίως καὶ μηνιαίως, καταστάσεις ἀναγκαῖας εἰς τὴν Τράπεζαν τῆς Έλλάδος ή τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἔξακριβωσιν ὅτι ἡ μεταφορὰ κεφαλαίων ἡ πραγματοποιηθεῖσα ὑπὸ τῆς Εταιρείας κατὰ τὴν ἀντίστοιχον περίου, ἀποτελεῖ μεταφορὰν δραχμῶν πλεοναζουσῶν κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως.

7. Ἐὰν ἡ Εταιρεία ρευστοποιήσῃ ἐν Έλλάδι οἰονδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαγόθεν εἴτε ἀποκτηθὲν ἐν Έλλάδι, ἡ Τράπεζα τῆς Έλλάδος θὰ θέτῃ ἀμέσως καὶ ἄνευ καθυστερήσεως εἰς τὴν διάθεσιν τῆς Εταιρείας μέσω Τραπέζης ἢ μέσω ἐντεταλμένων πρακτόρων ἔξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμᾶς ἡ ζένον συνάλλαγμα, ποσὸν εἰς δολλ. Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἡ Εταιρεία θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα, μέσῳ οἰασδήποτε Τραπέζης ἢ πράκτορος, νομίμως ἔξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμᾶς καὶ ζένον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ διληγότερον εὔνοιακὴν τῆς ἴσχυούσης γενικῶν δι᾽ ἑτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶν «πρὶμ» συναλλάγματος, ἐπιβαρύνσεις, διαφορὰ ἐπὶ ἔλαττον (AGIOS) φόρους συναλλάγματος καὶ μεσιτείας οἰασδήποτε φύσεως τυχὸν ἐπιτρεπομένας ἡ ἐπιβαλλομένας παρὰ τοῦ Έλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἡ πωλήσεως συναλλάγματος δι᾽ ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω ὅτι ἐὰν τὸ Έλληνικὸν Δημόσιον ἥθελεν υἱοθετήσει σύστημα διαφορικῶν τιμῶν συναλλάγματος ἢ σύστημα πολλαπλῶν πρὶμ (PRIMES) ἔξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὄποιαν ἡ Εταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ζένον συνάλλαγμα, δὲν θὰ εἶναι ἐπίσης διληγότερον εὔνοιακὴ ἀπὸ τὸν σταθμιζόμενον μέσον ὅρον (WEIGHTED AVERAGE) τῶν πραγματικῶν (EFFECTIVE) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἔξαγωγῶν μεταλλεύματος ἐξ Έλλάδος.

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

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἀτινα ἡ Εταιρεία τυχὸν τηρεῖ εἰς Έλληνικὸν νόμισμα, ἡ Εταιρεία διὰ τὴν καταχώρησιν μόνον εἰς τὰ λογιστικὰ βιβλία τῆς, θὰ μετατρέπῃ ἀπάσας τὰς δαπάνας, ἐπιβαρύνσεις καὶ ὑποχρεώσεις τῆς, ὡς καὶ τὰ εἰς ζένον συναλλάγματα ἔσοδά της τὰ προερχόμενα ἐκ πωλήσεων εἰς τὸν ἔξωτερικὸν καὶ ἔξ ὄπλων πηγῶν εἰς τὴν εἰς δραχμᾶς ἰσοτιμίαν των, ἐπὶ τῇ βάσει τῆς τιμῆς τοῦ ζένου συναλλάγματος, ὡς καθορίζεται αὐτῇ ἐν τῇ προηγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἀρθρου, εἰς ἣν ἡ Εταιρεία δικαιοῦται νὰ ἀγοράζῃ δραχμᾶς διὰ ζένον συναλλάγματος τὴν ἡμέραν καθ᾽ ἡνάκτητη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Εταιρείας.

10. Ἐὰν καὶ ὄπόταν ἡ Τράπεζα τῆς Έλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολλαρίων Η.Π.Α. αἱ τιμαὶ συναλλάγματος τῶν Δολλαρίων Η.Π.Α. ὡς καθορίζονται ἐν παραγράφῳ 12 τοῦ ἀρθρου 12 ὡς καὶ ἐν τῇ προηγουμένῃ πραγμάτῳ 9 τοῦ παρόντος ἀρθρου, θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Έλληνικῆς ἡ ζένον Τραπέζης τῆς ἐγκρίσεως τοῦ Έλληνικοῦ Δημοσίου καὶ τῆς Εταιρείας. Λί ἐφαρμοστέα τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλάρια Η.Π.Α. ὡς καθορί-

ζονται εἰς τὴν παράγραφον 8 τοῦ παρόντος ἀρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Αθήναις ἡ Νέα Τύρκη κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὄποιαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποίησεις τιμῶν συναλλάγματος δι᾽ ἄλλα ζένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν μέσω Έλληνικοῦ ἡ ζένων Τραπέζων ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Έλληνικοῦ Δημοσίου καὶ τῆς Εταιρείας.

#### ”Αρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Εταιρείας.

1. Ἡ Εταιρεία ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπασῶν τῶν ἐργασιῶν της, ἐφευτητικῶν γεωτρήσεων, παραγωγῆς μεταφορᾶς καὶ πωλήσεων.

2. Ἡ Εταιρεία θὰ ὑποβάλῃ εἰς τετραπλοῦν εἰς τὸ Υπουργεῖον Έθνικῆς Οίκονομίας τριμηνίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

”Ἐπειγηγματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὄπατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Εταιρείας εἰς τοὺς ίδιους αὐτῆς χώρους συμφωνουμένου ὅτι ἀρμόδιοι: ζένα συιδοτημένοι ἀντιπρόσωποι τοῦ Έλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιβεβαιωροῦν τὸ ἐπειγηγματικὸν τοῦτο ὑλικόν. ”Ἐὰν τὸ Έλληνικὸν Δημόσιον ἐπιθυμητῇ νὰ λαμβάνῃ τοιοῦτον ἐπειγηγματικὸν ὑλικὸν δι᾽ ίδιαν αὐτοῦ χρῆσιν, ἡ Εταιρεία θὰ συμμορφοῦται πρὸς τὸ αἴτημα τοῦτο, ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ προσθέτους ἀσυνήθεις δαπάνας διὰ τὴν Εταιρείαν καὶ δὲν καθυστερεῖ ἡ ἐμπορίας εἰς τὰς ἐργασίας τῆς, καθ' οἰονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἐξυπηρετήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν Υπηρεσιῶν τοῦ Έλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' διῃν τὴν Έλλάδα, ἡ Εταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ Έλληνικὸν Δημόσιον εἰς τετραπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα, προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν της, περιλαμβανομένων πληροφοριῶν καὶ ἐρμηνειῶν παρὰ τῆς Εταιρείας καὶ ἡ τῶν ἐργολαβών, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις ὅτι ἀπασαὶ αἱ ἀτομικαὶ πληροφορίαι τῆς Εταιρείας ὡς καὶ τῶν ὑπὸ αὐτῆς ἐλεγχομένων καὶ συνεργαζομένων Εταιρειῶν καὶ οἰασδήποτε συμπεράσματα καὶ ἐρμηνεῖαι κτώμεναι ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Εταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦνται εἰς τὸ Έλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Εταιρείας.

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

α) Διὰ τὴν σεισμικὴν ἔρευναν:

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

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

(3) Πλήρης σειρὰ δλῶν τῶν συνταχθέντων, ίδιαιτέρως δι᾽ ἔκαστον συνεχῆ δρίζοντα καρτῶν ισοχρόνων καμπυλῶν (MAPS OF ISOCRHONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

(4) Τεχνικαὶ ἐκάστησεις περὶ τῶν ἐπὶ τόπου τῶν ἔργων χρησιμοποιηθεῖσῶν μεθόδων.

β) Διὰ τὴν γεωτρητικὴν ἔρευναν:

(1) Εθδομαδιαῖσιν δελτίον προσδόδου γεωτρητικῆς ἐργασίας.

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

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

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

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

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

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

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

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

(5) Ἐγγραφὴ LATEROG - MICROLATEROLOG.

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

Ἐπὶ πλέον τῶν ὧν ἁνω στοιχείων ἡ Ἐταιρεία ὑποχρεούται ὅπως ὑποβάλῃ εἰς τὸ Ὑπουργεῖον Ἐθνικῆς Οἰκονομίας ἀντίγραφα εἰς τετραπλόν τυχὸν ἐκπονηθησομένων γεωλογικῶν καὶ φωτογεωλογικῶν χαρτῶν.

4. Ἡ Ἐταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Ἐθνικῆς Οἰκονομίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὸ αὐτῆς δι' οἰστήστος φρέστα, τὴν ἔναρξιν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἡ καὶ διακοπὴν αὐτῶν ὧς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὧν ἁνω ἐν παραγράφῳ 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 δοτημέναι Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν, κατὰ λογικὰ χρονικὰ διαστήματα, μετὰ προηγουμένην εἰδοποίησιν, τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἐταιρείας, κατὰ τρόπον ὅμως μὴ παρακαλέοντα τὰς ἐργασίας τῆς Ἐταιρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἔγγραφῶν.

6. Ἐξουσιοδοτημέναι ἀντιπρόσωποι τοῦ Ὑπουργείου Ἐθνικῆς Οἰκονομίας καὶ εἰδικώτερον 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 λαμβάνωσι γνῶσιν τῶν λεπτομερειῶν τῆς πρόδου τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώρων κατὰ τρόπον ὥστε νὰ μὴ παρακαλέονται αἱ τρέχουσαι ἐργασίαι τῆς Ἐταιρείας.

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

8. Κατ' ἔξαρεσιν τοῦ κανόνος τούτου, τὸ Ἐλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαιώματα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τῶν ἡ ἐτέρους σκοπούς, τὰ ἐπιστημονικὰ τεγυικὰ στοιχεῖα καὶ πληροφορίας, παρεχομένας πρὸς τοῦτο ὑπὸ τῆς Ἐταιρείας, τρία (3) ἔτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας, ἐν σχέσει πρὸς ὡρισμένην ἐρευνητικὴν περιοχὴν ἡ παραχωρησηὶς εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἡ ἀμέσως μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία δὲν θὰ ἀρνήσῃ τὰ δικαιολογήτως εἰς τὸ Ἐλληνικὸν Δημόσιον τὴν ἔγκρισιν τῆς διὰ τὴν δημοσιεύσιν ἡ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα, πρὸς τὸν σκοπὸν δημοσιεύσεως ἡ ἄλλως, καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθοριζούμενων χρονικῶν ὅρων, εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς

Ἐταιρείας διθεισῶν πληροφοριῶν, ἐὰν κατὰ τὴν κρίσιν τῆς Ἐταιρείας τοῦτο δύναται νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόντων αὐτῆς.

”Αρθρον 15.

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

1. Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ ἄνευ ἀποζημιώσεως τινος καὶ κατόπιν ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου, ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ ὑδάτα καὶ λατομικούς 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. Ἐὰν οἱ ἀναγκαιοῦντες χώροι ἀνήκωσιν εἰς ἴδιωτας ἢ ἔτερα νομικὰ πρόσωπα, η κατάληψις τούτων θὰ πραγματοποιηθεῖ βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιοῦσαι διὰ τὰς ἔρευνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ἔξινων ὑδιοκτησιῶν, περιλαμβανομένων καὶ γαιῶν περικλειουσῶν ὑπόγεια ὑδάτα, ἐπιφανειακὰ ὑδάτα ἡ πηγάς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἐταιρείας. Αἱ περὶ προστασίας τῆς ὑδιοκτησίας ὧν 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 ἐφαρμογῆς γενικῶν ἢ εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὃσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως δριζόμενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἐλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ὑδιοκτῆται ἡ κάτοχοι ἀγροτικῶν ἡ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων διὰ τὴν μεταφορὰν ὑδρογονανθράκων ἡ, ὅπου ἡ ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἡ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώσεων. Προσέτι, οἱ αὐτοὶ ὡς ἁνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαίαν ἐργασίαν, διὰ τὴν κατασκευήν, χρῆσιν, συντήρησιν ἡ ἐπισκευὴν τῶν σωληνώσεων τούτων. Ἐφ' ὃσον ἐκ τῆς ἀσκήσεως τῶν ὧν ἁνω δικαιωμάτων τῆς Ἐταιρείας βλάπτεται ἡ ὑδιοκτησία ἡ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἰδιωτῶν, φυσικῶν ἡ νομικῶν προσώπων, ἔξαιρέσει τῆς ὑδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἐλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἐταιρείας ἀποζημίωσις, καθοριζούμενη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἵσχουόσας ἐκάστοτε διατάξεις. Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἵσχουόσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἐλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἐταιρείας, τῆς σχετικῆς ἀποζημίωσεως καταβάλλομένης ὑπὸ ταύτης.

”Η Ἐταιρεία δικαιοῦνται 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 ἐτέρου δυναμένου γὰ τύχῃ ἐφαρμογῆς Νόμου, χώρων ἐντὸς ζωῶν λιμένων, προκυμαιῶν καὶ δρυμῶν ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων, ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων, τόσον ἐπὶ τῶν προβλητῶν προκυμαιῶν καὶ δρυμῶν, δύσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τῶν Ἀρχιγρείων Στρατοῦ καὶ Ναυτικοῦ τὴν ὄποιαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἄνευ σοβαροῦ λόγου.

4. Καθηυτερήσεις εἰς τὰς ἐργασίας τῆς Ἐταιρείας καὶ τὴν ἀπαλλοτριώσην τῶν ὑποχρεώσεών της βάσει τῆς παρούσης συμβάσεως, δρειλόμεναι εἰς ἔλλειψιν ἀπαραιτήτου διὰ τὰς ἐργασίας ἐνεργείας ἡ ἀδείας οἰστήστοτε Κρατικῆς Ἀρχῆς ἡ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς Ἐταιρείας, θὰ θεωρῆται ἀνωτέρα βίᾳ, συνεπιχέρουσα καὶ ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίας.

"Αρθρον 16.

Χρησιμοποίησις 'Εργολάβων.

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

2. Τὸ πλῆρες κείμενον ὃλων τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, περὶ δὲ τὴν προηγουμένην παράγραφος 1, θὰ ἀνακοινοῦται ὑπὸ τῆς Ἐταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἄρθρων 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ὅντων ἐργολαβῶν καὶ ὑπεργολαβῶν καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν. Αἱ διατάξεις τοῦ ἄρθρου 13 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολαβῶν καὶ ὑπεργολαβῶν.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς Ἐταιρείας, κατὰ τὴν διάρκειαν οἰασδήποτε διαχειριστικῆς περιόδου, θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνως πρὸς τὰ ἄρθρων 3 τῆς παρούσης συμβάσεως ὁριζόμενα.

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

"Αρθρον 17.

Απασχόλησις 'Ελληνικοῦ καὶ Ξένου Προσωπικοῦ.

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

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἔγκρινῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὅντων παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσιν ἥτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθησομένου προσωπικοῦ. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἔγκαιρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἐταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας μετὰ πάροδον ἔξ (6) μηνῶν ἀπὸ τῆς χορηγήσεως ἀδείας διαμονῆς καὶ ἐργασίας ἐν Ἑλλάδι θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας διὰ ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθός, εἴτε καταβληθεὶς ἐν Ἑλλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἔξωτερικὸν εἰς ξένον συνάλλαγμα, θὰ είναι ἔκεινος ὁ ὅποῖος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἐταιρείας. Ἐπὶ πλέον οἱ οὐπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ Ν.Δ. 2548/1953, κυρώσαντος τὴν σύμβασιν μεταξύ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι θὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας. Ἀπουσίᾳ ἔξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε, θὰ προστίθενται εἰς τὴν περίοδον τῶν ἔξ (6) μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἧς ὁ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας θὰ καταβάλῃ ἀπαντας τοὺς λοιποὺς ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἴσχυόν σαν ἐκάστοτε νομοθεσίαν.

4. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλληνας ὑπηκόους διὰ πᾶσαν ἐργασίαν ἡ θέσιν εἰς τὴν ὅποιαν δὲν

ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πεῖρα. Ως πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ἡ Ἐταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν Ἑλλήνων τῶν ὅποιων είναι δυνατὴν ἡ ἐξεύρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἐταιρείας, τὰ πρόσωπα ταῦτα είναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασῶν.

5. Ἐν σχέσει πρὸς τὰ ἐργατικὰ ἀτυχήματα ἀτινα ἐνδέχεται νὰ λάβωσι γύρων κατὰ τὴν διάρκειαν τῶν ἐργασῶν τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία εὐθύνεται κατὰ τὰ διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τῆς παρούσης συμβάσεως. Ἔπισης ἡ Ἐταιρεία κατὰ τὰ ἐργασίας γεωτρήσεων διέφελε τὰ συμμορφοῦνται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἴσχυόν τος Κανονισμοῦ Μετάλλευτικῶν Ἐργασιῶν.

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

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

β) Τὸ πρόγραμμα ἐκπαιδεύσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἐργασίας, αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τῇ βάσει γενικῶν δημητριῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν διπως παρέχηται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Ἡ περίοδος ἐκπαιδεύσεως θὰ είναι κανονικῆς διαρκείας ἔξ μηνῶν, πλὴν ἀντιθέτου ἀμοιβαίας ἵκανονοποιητικῆς συμφωνίας μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνῃ τοὺς δωδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑποδεικνύοντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἐταιρείας, ἥτις δύναται νὰ ἀρνηθῇ ταύτην, ἐὰν κατὰ τὴν γνώμην τῆς διὰ τοῦ προφήτηος είναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἔπιδιωκομένου σκοποῦ. Ἡ Ἐταιρεία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάλησην μαθητευομένου, ἥδη ἔγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τὸν θέσιν τοῦ ἔπιδιωκομένου σκοποῦ. Ἐπὶ πλέον οἱ οὐπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ Ν.Δ. 2548/1953, κυρώσαντος τῆς σύμβασιν μεταξύ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Εἰς ἀμφοτέρας δύμως τὰς ὡς ἀνωτέρω τερπιτωσις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

"Αρθρον 18.

Λογιστικὰ Βιβλία.

Τὰ λογιστικὰ βιβλία καὶ τὰ σχετικὰ πρὸς ταῦτα στοιχεῖα τῆς Ἐταιρείας ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τὴν Ἑλληνικήν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ἡ Ἐταιρεία καὶ εἰς τὴν Ἀγγλικήν, συμφώνως πρὸς τὰς γενικῶς παραδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἐκάστοτε ἐν Ἑλλάδι ἴσχυόν τος Κώδικος Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν διπως ἐκφράζῃ τὰ ἐκ τοῦ ἔπιδιωκον εἰσαγθεῖσμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς δολάρια Η.Π.Α. καὶ διπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ἰσολογισμούς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δηλώσεις δύμως τῆς Ἐταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσωνται εἰς δραχμὰς διὰ τὴν χρησιμοποιήσεως, διὰ τὴν μετατροπὴν εἰς ξένον συνάλλαγμα τῶν ποσῶν, τοῦ κανόνος μετατροπῆς ξένων νομισμάτων τοῦ καθοριζομένου ἐν παραγράφοις 8 καὶ 9 τοῦ ἄρθρου 13.

"Αρθρον 19.

'Ελευθερία Διοικήσεως και Διαχειρίσεως.

Η Έταιρεία θά έχη πλήρη, ἀπεριόριστον και ἀπόλυτον ἐλευθερίαν διοικήσεως και διαχειρίσεως τῶν ἔργασῶν και τῆς δραστηριότητος αὐτῆς κατά τὴν διάρκειαν τῆς παρούσης συμβάσεως. Η Έταιρεία θά κέντηται πλήρη ἐλευθερίαν νὰ κανονίζῃ και νὰ κατευθύνῃ κατά τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς και τὰ προγράμματά της, οἰκονομικὰ και ἔργασιών, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα ὅπως ἀνὰ πᾶσαν στιγμὴν, κατὰ τὰς ὥρας ἔργασίας, διὰ τῶν ἀρμοδίων ὄργάνων ἐλέγχου του ἐπιθεωρῆτας ἔργασίας, ἔγκαταστάσεις, βιβλία, ὡς και τὰς ἔγκαταστάσεις ἔργασῶν τῆς Έταιρείας ἐν Ἑλλάδι, ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων διαπανῶν.

"Αρθρον 20.

'Επιστροφή.

1. Οποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, η Έταιρεία θά έχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἔκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἡ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν διὰ κατέχη κατὰ τὴν στιγμὴν ἔκεινην.

2. Εἰς οἰανδήποτε στιγμὴν διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, η Έταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἔκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰανδήποτε ἡ ἀπάσας τὰς παραχωρήσεις πρὸς τὴν θάλασσαν τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

3. Απὸ τῆς ἡμερομηνίας καθ' ἥν θὰ πραγματοποιηθῇ οἰαδήποτε ἔκουσία ἐπιστροφή, κατὰ τὰ ἐν παραγράφοις 1 και 2 ἀνωτέρω ὅριζόμενα, ἀπαντα τὰ δικαιώματα και ὑποχρεώσεις τῆς Έταιρείας τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἡ τμῆμα αὐτῆς εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Έταιρεία θὰ έχῃ ἐκπληρώσει ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν (ἡ τμῆμα αὐτῆς) ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπρθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς και τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἔρευνητικὴν ἔκτασιν ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν πρὸς ἐκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰουδήποτε ἐκ τῶν ἐτῶν τῶν ἀναφερομένων ἐν τῷ ρηθέντι ἄρθρῳ 3 διαρκοῦντος τοῦ ὅποιου λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

"Αρθρον 21.

Πρόστιμον και ἔκπτωσις.  
Λύσις τῆς Συμβάσεως διὰ τῆς λήξεως.

Πρόστιμα.

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὅποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἐκτὸς ἐλάχιστης προβλέπεται ἐν αὐτῇ κατόπιν ἔγγραφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ ἐπιβάλλῃ ὡς ποινὴν διά παραβασιν τῶν ὅρων αὐτῆς ἡ διὰ μὴ συμμόρφωσιν τῆς Έταιρείας πρὸς τὰς ἔξ αυτῆς ὑποχρεώσεις της, πρόστιμον εἰς τὴν Έταιρείαν δυνάμενα νὰ ἀνέλθουν μεταξὺ Δολ. Η.Π.Α. 1.000 και μέχρι 5.000 δι' ἑκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως διὰ εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποίήσεως τῆς Έταιρείας ὑπὸ τοῦ Δημοσίου τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλαρίων Η.Π.Α. 10.000 και ὑπὸ τὴν περαιτέ-

ρω ἐπιφύλαξιν, διὰ εἰς τὰς ρητῶς ἀναφερομένας περιπτώσεις α) ἔως σ-) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολαρίων Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς περιπτώσεις εἶναι αἱ ἀκόλουθοι:

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

β) μὴ συμμόρφωσις πρὸς τὰς ὑποχρεώσεις ἐργασίας ὡς αὗται ὅριζονται εἰς τὸ ἄρθρον 4.

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

δ) μὴ πληρωμὴ τῶν κατὰ τὸ ἄρθρον 9 δικαιωμάτων.

ε) μὴ ἵκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς αὗται ὅριζονται ἐν ἄρθρῳ 12.

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

2. Η κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιηθῇ τα πάραυτα ἔγγραφως εἰς τὴν Έταιρείαν και τὸ πρόστιμον θὰ καταβάληται ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον ὅμως η Έταιρεία δὲν ἔχει προβῆτη εἰς ἐνεργείας πρὸς θεραπείαν παραβάσεως ἡ τῆς μὴ συμμόρφωσέως τῆς ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30ητα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ στερήσεων και διακοπῶν, πρὸς τὸν σκοπὸν τῆς ἀρσεως τῆς παραβάσεως ἡ τῆς μὴ συμμόρφωσέως, ἡ δὲν προσέφυγεν ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν, βάσει τοῦ ἄρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἡ τὸ ἐδάφιον γ) τῆς παραγγάφου 1 τοῦ παρόντος ἄρθρου. Πλάσα τοιαύτη προσφυγὴ εἰς τὴν διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἶναι εἰς βάρος τῆς Έταιρείας, αὕτη θὰ δικαιοῦνται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς αὐτὴν τῆς ὅριστικῆς ἀποφάσεως, νὰ συμμόρφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσίς του, ἐντὸς τῆς ὡς ἀνω προθεσμίας θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρον και μὴ οὖσαν.

"Εκπτωσις:

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

α) Μὴ συμμόρφωσις πρὸς τὰς ἀκολούθους περιπτώσεις εἰς ἐπενδύσεως.

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

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

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλαρίων Η.Π.Α. 300.000, ἐντὸς τριμήνου ἀφ' ἡ ἐγγύησης αὕτη ηθελε καταστῆ μικροτέρα τῶν δολλαρίων Η.Π.Α. 300.000, ἐξ οἰουδήποτε λόγου διεθεομένου εἰς πταῖσμα ἡ ἀμέλειαν τῆς Έταιρείας ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως.

4. Η ἔκπτωσις, ὡς προβλέπεται ἐν παραγγάφῳ 3 ἀνωτέρω, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἀπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Έταιρείας εἴτε μόνον εἰς εἰδικὰς ἔρευνητικὰς περιοχὰς ἡ παραχωρησις κατεγορέντων εἰς τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Έταιρείας ἀναλόγως τοῦ ἀν ἡ μὴ συμμόρφωσις ἡ παραβάσις τῆς Έταιρείας ἀναφέρεται εἰς ὀδόληρην τὴν σύμβασιν ἡ εἰς εἰδικὰς ἔρευνητικὰς περιοχὰς ἡ παραχωρήσεις. Εν περιπτώσει διλικῆς ἔκπτωσεως ἡ σύμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἔκπτωσεως.

5. Η ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἔκπτωσιν τῆς Έταιρείας ἐκ τινος ἡ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς θὰ γνωστοποιηθῇ πάραυτα εἰς τὴν Έταιρείαν και ἡ ἔκπτωσις θὰ ισχύη μετὰ ἐνεγκόντα (90) ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν ὅμως διτὶ ἡ Έταιρεία δὲν ηρξατο ἐνεργειῶν, και δὲν συνεχίζει

ταύτας ἀνευ καθυστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἢ δὲν προσέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26, ἐντὸς τῆς εἰρημένης προθεσμίας ἔξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθωρισμένα ὑπὸ τῆς διαιτησίας χρονικὰ ὅρια ὡς ἐν ἐδαφίῳ β) τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21 ὁρίζεται. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχὺν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας διαιτησίας. Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἴναι εἰς βάρος τῆς Ἐταιρείας, αὕτη κέκτηται προθεσμίαν τριάκοντα ἡμερῶν, ἀπὸ τῆς κοινοποίησεως εἰς αὐτὴν τῆς ὄριστης ἀποφάσεως ἵνα συμμορφωθῇ πρὸς ταύτην, ἢ δὲ τοιαύτη συμμορφωσίς της, ἐντὸς τῆς ἀνω προθεσμίας, καθιστᾶ τὴν κήρυξιν τῆς ἐκπτώσεως ἀκυρον καὶ μὴ οὖσαν.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ Ἐθνικῆς Οἰκονομίας εἰς βάρος τῆς Ἐταιρείας ἢ διὰ τὴν κήρυξιν αὐτῆς ἐκπτώτου ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων της, ἀπαιτεῖται ἡ προηγουμένη σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζηται εἰς τὴν Ἐταιρείαν ὅμοιον μετὰ τῆς γνωστοποίησεως περὶ ἣς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγγάφους 2 καὶ 5 τοῦ παρόντος ἄρθρου γνωστοποιήσεις δέονται νὰ πραγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ Ἐλληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἐταιρείας πρὸς τὰς ὑποχρεώσεις της.

#### Αἱρέσις.

8.α) Λύσις τῆς παρούσης Συμβάσεως διὰ λήξεως θὰ χωρῇ ἀμαὶ τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἴσχυος, ἀπάντων τῶν δικαιωμάτων ἐξερευνήσεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἵτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἐταιρείας δυνάμει τῆς παρούσης συμβάσεως.

β) Κατ' ἔξαρτεσιν τῶν ἐν τῷ προηγουμένῳ ἐδαφ. α) δριζομένων, εἰς ἣν περίπτωσιν ἡ Ἐταιρεία, διαρκοῦντος τοῦ 5ου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τῆς παρούσης συμβάσεως (δεύτερον ἔτος τῆς ἀνανεώσεως περὶ ἣς τὸ ἀνωτέρω ἄρθρον 2 παράγρ. 3) ἥρξατο τῶν ἐργασιῶν ἀνορύζεως προσθέτου ἐρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν ἄρθρῳ 3 παράγρ. 1 τῆς παρούσης συμβάσεως προβλεπομένων τεσσάρων τοιούτων) αἱ δὲ ἐργασίαι αὗται συνεχίζονται εἰσέτι κατὰ τὴν λήξιν τοῦ ρηθέντος 5ου ἔτους, ἡ ἴσχυς τῆς παρούσης συμβάσεως παρατείνεται αὐτοδικαίως μέχρι τῆς ἡμερομηνίας συμπληρώσεως τῶν ἐν λόγῳ ἐργασιῶν καὶ ἀνορύζεως βαθείας γεωτρήσεως ὑπὸ τὴν ἐνονιαν τοῦ ἄρθρου 4 παράγρ. 7, ἢ μέχρι τῆς ἡμερομηνίας παρελεύσεως ἐνὸς ἔξαμηνου (6) ἀπὸ τῆς λήξεως τοῦ ρηθέντος 5ου ἔτους, οἰασδήποτε τῶν ἡμερομηνιῶν τούτων ἔσται προγενεστέρα.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως εἴτε διὰ λήξεως (παρ. 8 ἀνωτέρω) εἴτε δὲ ἐκπτώσεως (παρ. 3,4 καὶ 5 ἀνωτέρω) εἴτε δὲ ἐπιστροφῆς (ἄρθρου 20), τὸ Ἐλληνικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀποζημιώσεως ἢ οἰασδήποτε ἀλλής παροχῆς, λόγῳ τῆς τοιαύτης λύσεως, ὑπὸ τὴν προϋπόθεσιν πάντως διὰ τὴν περιπτώσεως ὀλικῆς ἐκπτώσεως, ἀπασαι αἱ ὑποχρεώσεις τῆς Ἐταιρείας, αἱ συσσωρεύεται μέχρι τῆς ἡμερομηνίας λύσεως, δέονται νὰ ἔχουν ἐκπληρωθῆ παρὰ ταύτης περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγγάφῳ 3 τοῦ ἄρθρου 20.

Οὔτω, εἰς οὐδεμίαν περίπτωσιν θὰ ὑφίσταται ὑποχρέωσις τῆς Ἐταιρείας διὰ τὴν καταβολὴν πρὸς τὸ Ἐλληνικὸν Δημόσιον πέραν τῆς κατατεθειμένης ἐγγυήσεως εἰς περίπτωσιν διλικῆς ἐκπτώσεως κατὰ τ' ἀνωτέρω.

“Αρθρον 22.

Διάθεσις τῆς Ἰδιοκτησίας τῆς Ἐταιρείας.

1. Μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἐταιρείας ἐπὶ οἰασδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ

παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' οἰονδήποτε τῶν ἐν ἄρθροις 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἐταιρείας φρέσκην ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων ἢ τμήματος τούτων ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν οἰοίων ἔληξαν τὰ δικαιώματα τῆς Ἐταιρείας, εἴτε παραγόντων ὑδρογονάνθρακας εἴτε μὴ, μετὰ τῶν κεφαλῶν φρεάτων (WELL HEAD) καὶ τῶν ὑποστηρίζεων (CASING) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα, θὰ μεταβιβάζωνται ὑπὸ τῆς Ἐταιρείας εἰς τὸ Ἐλληνικὸν Δημόσιον ἄνευ ἀποζημιώσεώς τινος.

“Απαντα τὰ μὴ παραγωγικὰ φρέατα δέοντα νὰ κλεισθοῦν (PLUGGED) καταλλήλως ὑπὸ τῆς Ἐταιρείας καὶ δι' ἔξόδων αὐτῆς, ἀπαντα δὲ τὰ στρώματα ὑδατος δέοντα ὕσατως νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον. Τὰ παραγωγικὰ φρέατα θὰ παραδοθοῦν εἰς τὸ Ἐλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὅρον ὅμως διὰ τῆς Ἐταιρεία δικαιοῦται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ἔξοπλισμόν, καθ' ἣν ἔκτασιν τοῦτο δύναται νὰ γίνη χωρὶς νὰ παραβλάπτη ἢ θέτη ἐν κινδύνῳ τὰ φρέατα.

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

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

4. Κατὰ τὰ τελευταῖα πέντη ἴσχυος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἀς θὰ κατέχῃ ἡ Ἐταιρεία βάσει τῆς παρούσης συμβάσεως, οὐδεμίᾳ πώλησις ἀκινήτων ἀνηκόντων τῇ Ἐταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν. θὰ ἐπιτρέπηται, ἀνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου. Ἐν ἡ περιπτώσει δὲν ἥρθε διοθῇ ἢ ρηθεῖσα ἐγκρισις, ἢ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχηται ἀνευ οἰασδήποτε καταβολῆς, εἰς τὸ Ἐλληνικὸν Δημόσιον ἀμαὶ τῇ λήξει τῆς ἴσχυος τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Εὰν ὁποτεδήποτε διαρκούσης τῆς ἴσχυος τῆς παρούσης συμβάσεως ἢ ἀμαὶ τῇ λήξει ταύτης, ἡ Ἐταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προϊόν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἐταιρείας, κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀποσβέσεως ὑπολογισθεῖσης βάσει τοῦ ἐπισυναπτομένου Πίνακος Β) ἢ τυχὸν διαφορὰ εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἐταιρείας τὰ προερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, διαρκούσης τῆς παρούσης συμβάσεως ὡς, ἀκαθάριστον ἔσοδον, εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἔξόδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευομένων ἐν ἄρθρῳ 10 παραγγάραφος 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὅποιαν

ή 'Εταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθαρίστους εἰσ-  
πράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

'Αντιθέτως, ἔὰν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἡξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ δια-  
χορά, εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαθαρίστων εἰσπράξεων τῆς 'Εταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὑπόιαν ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδίκωτερον καθο-  
ρίζεται ἐν παραγράφῳ 1 ἐδ. η) τοῦ συνημμένου τῆς παρούσης Η/νιακος Β, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἄρθρου 10 παράγρ. 5 τῆς παρούσης συμβά-  
σεως.

6. 'Εὰν ἡ 'Εταιρεία ἔξακολουθῇ νὰ ἔχῃ περιουσιακὰ στοιχεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἢ ἀκίνητα) ἐν 'Ελλάδι ἢ ἀλλαχοῦ, δύο εἰσέτι ἔτη μετά τὴν ἡσιν τῆς παρούσης συμβάσεως, τὰ περιουσιακὰ ταῦτα στοι-  
χεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς 'Εταιρείας, τὸ προϊὸν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἵσου μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας, νοούμενον ὅτι τὸ ρευστοποιημένον μερίδιον τῆς 'Εταιρείας δὲν θὰ ὑπό-  
κειται εἰς πληρωμὴν οἰωνδήποτε φόρων, ἐμμέσων ἢ ἀμέ-  
σων ἢ οἰασδήποτε φύσεως ἢ οἰουδήποτε εἰδίους, τελῶν, δα-  
σῶν, κρατήσεων ἢ καὶ εἰσφορῶν ἢ οἰωνδήποτε ἔτερων εἰδίκων φορολογιῶν, εἴτε ἐπιβαλλομένων ταχτικῶς εἴτε δυναμένων νὰ ἐπιβληθοῦν ἔκτάκτως δι' ὥρισμένους σκο-  
ποὺς ὑπὲρ τοῦ 'Ελληνικοῦ Δημοσίου ἢ οἰασδήποτε 'Ελλη-  
νικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰουδή-  
ποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν κτηθὲν παρὰ τῆς 'Εταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν 'Ελλάδι κινητῶν ἢ ἀκί-  
νητων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως, συμφώνως τῇ παραγράφῳ 2 τοῦ παρόντος ἄρθρου, θὰ μετατρέπηται εἰς δολλάρια Η.Π.Α. εἰς τὴν τιμὴν καὶ  
ὑπὸ τούς δρους τοῦ ἄρθρου 13.

### "Αρθρον 23.

#### Μεταβιβάσεις.

1. 'Η 'Εταιρεία δικαιοῦται νὰ ἔκχωρῃ τὴν παρούσαν σύμ-  
βασιν, ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάζῃ πάντα τὰ ἐκ ταύ-  
της δικαιώματά της ὑπὸ δρους συμφωνουμένους ἐλευθέρως παρὰ αὐτῆς :

α) Εἰς ἔτεραν 'Εταιρείαν ἐλεγχομένην ὑπὸ τῆς ἔκχωρη-  
τρίας, ὑφισταμένην ἢ ὑδρυθησούμενην παρ' αὐτῆς.

β) Εἰς ἔτεραν 'Εταιρείαν, ἐλεγχομένην παρὰ τῆς SERES SHIPPING INC, ἢ ὑπὸ ἔτερας 'Εταιρείας ἐλεγχομένης παρὰ τῆς SERES SHIPPING INC.

γ) Εἰς οἰουδήποτε ἔτερον τρίτον, ἐν τοιαύτῃ δημοσίᾳ περι-  
πτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ 'Υπουργοῦ 'Εθνικῆς Οίκονομίας, κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἢτις κρίσις θὰ περιορίζεται μόνον ὡς πρὸς τὸ πρόσωπον, φυσικὸν ἢ νομικόν, τοῦ ἐκδοχέως.

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

3. 'Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ἐν πάραγράφῳ 1 ἐδάφια α) καὶ β) ἀνωτέρω ὁρίζομενα, ἡ 'Εταιρεία θὰ παρα-  
μένῃ ὑπεύθυνος ἔναντι τοῦ 'Ελληνικοῦ Δημοσίου, ἀλληλεγ-  
γύνως καὶ εἰς δόλοκληρον μετὰ τοῦ ἐκδοχέως, διὰ τὴν ἐκ-  
πλήρωσιν τῶν δρων καὶ συμφωνῶν τῆς παρούσης συμβά-  
σεως.

4. 'Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἀνω ἐν παραγράφῳ 1 ἐδ. α) β) καὶ γ) καθορίζομενα, διπασαι αἱ πραγματοποιηθεῖσαι συμφώνως τῇ παρούσῃ συμβάσει ἐπεν-  
δύσεις, δαπάναι καὶ ἔξοδα τῆς 'Εταιρείας καθὼς καὶ τὰ πραγματοποιηθησόμενα ἔσοδα, θὰ θεωροῦνται ὡς τοιαῦτα τοῦ ἐκδοχέως, συμφώνως τῇ παρούσῃ συμβάσει, συμπερι-  
ριλαμβανομένων τῶν ὑποχρεώσεων ἐπενδύσεως καὶ φορο-  
λογίας.

### "Αρθρον 24.

#### Ἐφαρμοστέοι Νόμοι.

1. 'Η 'Ελληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν 'Εται-  
ρείαν ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, ἢ οἰονδήποτε διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἰονδήποτε τρόπον τροποποιήσει τὴν παρούσαν σύμβασιν ἀνει εἰδικῆς πρὸς τοῦτο συγκαταβάσεως τῆς 'Εταιρείας.

2. 'Η 'Εταιρεία καὶ αἱ ἐργασίαι της καὶ ἡ περιουσία της ἐν 'Ελλάδι διέπονται ὑπὸ τῶν ἑκάστοτε ἰσχυόντων 'Ελλη-  
νικῶν Νόμων καὶ Κανονισμῶν, πάντως ὅμως μόνον μέχρι τοῦ σημείου καθ' ὃ δὲν εὑρίσκονται εἰς σύγκρουσιν πρὸς τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως.

3. 'Ἐν περιπτώσει τοιαύτης συγκρούσεως, παρούσης ἢ μελλοντικῆς, θὰ κατισχύουν οἱ δροι καὶ συμφωνίας τῆς πα-  
ρούσης συμβάσεως, ὡς καὶ τῆς τυχὸν συναφθησομένης συμ-  
πληρωματικῆς ἢ τροποποιητικῆς τοιαύτης κατὰ τὰ ἐν τῷ κατωτέρῳ ἄρθρῳ 37 σχετικῶς ὁρίζομενα, αἱ δὲ διατάξεις τῶν ὡς ἀνω Νόμων καὶ Κανονισμῶν, αἱ συγκρουόμεναι μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως καὶ τῆς τυχὸν κατὰ τὰ ἀνω συμπληρωματικῆς ἢ τροποποιητικῆς τοιαύτης δὲν θὰ ἔχουν ἴσχυν ὅσον ἀφορᾷ τὴν 'Εταιρείαν, τὰς ἐργασίας της καὶ τὴν ἐν 'Ελλάδι περιουσίαν αὐτῆς.

### "Αρθρον 25.

#### Ἀνωτέρα Βία.

1. Παράλειψις τῆς 'Εταιρείας δρως ἐκπληρώση οἰαν-  
δήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεών της δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαι-  
τήσεως καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμ-  
βάσεως, ἐφ' ὅσον ἡ ὡς ἀνω παράλειψις ὀφείλεται εἰς ἀνω-  
τέρων βίαν. 'Ο δρος οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ περιο-  
ριστικῶς, πράξεις τοῦ ἄρθρου, ἀποκλεισμούς, θεομηνίας, ἐπι-  
δημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐεγέρ-  
σεις, στάσεις, ἀπεργίας, οἰανδήποτε κυβερνητικὴν πρᾶξιν οἰ-  
ασδήποτε 'Ελληνικῆς Αρχῆς ή ζένης Κυβερνήσεως καὶ πᾶσαν ἐτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν, διαφεύγουσαν τὸν ἔλεγχον τῆς 'Εταιρείας. 'Εφ' ὅσον συνεπείχε τοιαύτης ἀνωτέρας βίας, καθυστερεῖται ἡ συμμόρφωσις τῆς 'Εται-  
ρείας πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της ἡ ἢ ἀσκησις τῶν ἐκ ταύτης δικαιωμάτων της, ὁ χρόνος τῆς διακρείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβά-  
σεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἡ ἀσκησιν δι-  
καιωμάτων.

2. 'Ἐὰν ἡ ρηθεῖσα κατάστασις ἀνωτέρας βίας ὀφειλομένη εἰς μίαν ἢ πλείονας αἰτίας, συνεχισθῇ πέραν τοῦ ἐνὸς συνα-  
πτοῦ ἔπους, ἡ 'Εταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγρά-  
φως, ἐπ' ὧφελείᾳ τοῦ 'Ελληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων της καὶ ἀπασῶν τῶν ὑποχρεώσεών της ἐκ τῆς παρούσης συμβάσεως, ἐπὶ τῇ τοιαύτῃ δὲ ἐγγράφῳ παραιτη-  
σει, ἡ παρούσα σύμβασις θὰ λύεται. 'Ἐπὶ τῇ τοιαύτῃ πα-  
ραιτήσει ἡ 'Εταιρεία θὰ ἀπαλλάσσεται πάντων τῶν ὑποχρεώ-  
σεών της, πάσης φύσεως ἔναντι τοῦ 'Ελληνικοῦ Δημοσίου ἐκ τῆς παρούσης συμβάσεως, τὸ δὲ 'Ελληνικὸν Δημόσιον, ὡς καὶ ἡ 'Εταιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἔναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπληρώσιν οἰουδήποτε τῶν δρων τῆς παρούσης συμβάσεως παρ' ἐκατέρου τῶν συμβάσεως καὶ παραγράφων καὶ θα παράσχουν ἀμοιβαίως πλήρη καὶ ἀνεπιφύλακτον ἐγγράφων ἀπαλλαγήν.

### "Αρθρον 26.

#### Διαιτησία.

1. 'Εξαιρέσει τῶν ἐν παραγράφῳ 2 τοῦ παρόντος ἄρθρου δριζομένων, πᾶσα καταξὴ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας διαφωνία ἀνακύπτουσα ἐν σχέσει μὲ τὴν παρούσαν σύμβασιν θὰ λύεται διὰ διαιτησίας κατὰ τὰ ἐν ἄρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκ-  
μεταλλεύσεως ὑγρῶν καὶ σερίων ὑδρογονανθράκων» σχετι-  
κῶς δριζόμενα.

2. Προκειμένου δύμας περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἀρθρῷ 21 ὁρίζεται, ἡ ἀμφισβητήσεων ἀφορώσων διαφοράν, διένεξιν ἡ διαφωνίαν, ὡς πρὸς τὴν ἔρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἀρθρά 3, 4, 6, 12 καὶ 13, ἡ διαιτησία θὰ διεξάγεται κατὰ τὸν ἀκόλουθον τρόπον.

Τὸ ἐπιθυμοῦν τὴν διαιτησίαν μέρος, δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸ ἔτερον θὰ γνωστοποιῇ αὐτῷ τὴν τοιαύτην του ἐπιθυμίαν, θὰ καθορίζῃ ἀκριβῶς τὰ θέματα τῆς διαφορᾶς, διενέξεως, ἡ διαφωνίας, θὰ ὁρίζῃ τὸν διαιτητὴν αὐτοῦ, καὶ θὰ καλῇ τὸ ἔτερον μέρος ὅπως διορίσῃ τὸν δεύτερον διαιτητήν. Ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς λήψεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἔτερον μέρος θὰ γνωστοποιήσῃ ἐγγράφως πρὸς τὸ αἰτησάμενον τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης, ὃ δεύτερος διαιτητὴς διορίζεται ὑπὸ τοῦ Προέδρου τοῦ Διεθνοῦ Δικαστηρίου τῆς Χάγης, ἐπὶ τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν μέρους. Οἱ οὕτω διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ἐντὸς εἴκοσι (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, δπως ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητήν, ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἐκλογὴν τοῦ τρίτου διαιτητοῦ ἡ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ, προθεσμίας, τοῦτον διορίζει ὁ Πρόεδρος τοῦ Διεθνοῦ Δικαστηρίου τῆς Χάγης ἐπὶ τῇ αἰτήσει τῶν διαιτητῶν ἡ ἐκατέρου ἔξ αὐτῶν.

Οἱ διαιτηταὶ ὄφειλουσι νὰ ἐκδώσωσι τὴν ἀπόφασίν των ἐντὸς προθεσμίας (2) δύο μηνῶν ἀπὸ τῆς κοινοποιήσεως πρὸς τὸν τρίτον διαιτητὴν τοῦ διορισμοῦ του. Ἡ προθεσμία αὗτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Οἱ διαιτηταὶ δὲν δεσμεύνονται ὑπὸ οἰωνδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαιτησίας. Δικαιοῦνται νὰ ἔξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπὸ δύψιν οἰωνδήποτε ἀποδεικτικὰ στοιχεῖα.

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

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

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι δριστική, τελεσίδικος καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἡ ἐκτακτὸν ἔνδικον μέσον.

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

"Αρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου.

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

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

β) εἴτε βάσει τῶν ἑτέρων διατάξεων τοῦ ἀρθρου 15,

γ) εἴτε βάσει οἰωνδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἐταιρείας, ἡ Ἐταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῆται τῆς ἰδιοκτησίας ταύτης, ὡς ἐκ τὸ ἡ ἴδια Ἰδιοκτητήρια αὐτῆς καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰωνδήποτε τρίτου.

"Αρθρον 28.

Εὔθυνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῦ διὰ τοῦ παρόντος ὅτι οὐδὲν ἔτερον νόμιμον δικαίωμα ἡ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὡς ὁρίζεται ἐν ἀρθρῷ 1, ἐὰν δὲ ἔχειται ἀξιωθῆ τοιοῦτον δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ δικαιώματα τῆς Ἐταιρείας δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἐταιρείας ἔναντι τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τούτοις οἰσδήποτε τρίτος ἔθελεν ἐπιτυχῶς διεκδικήσει δικαίωμα τι κατὰ τῆς Ἐταιρείας, ἡ ἔθελεν ἀναγνωρισθῆ δριστικῶς καὶ τελεσιδίκως οἰωνδήποτε τοιοῦτον δικαίωμα δι' ἀποφάσεως Δικαστηρίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ καταγγείλῃ τὴν παροῦσαν σύμβασιν ἀπαλλασσομένη οἰωνδήποτε βάσει ταύτης ὑποχρέωσεως τῆς, τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἐταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

"Αρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (MARKETING) καὶ Διώλισις.

Διάθεσις εἰς τὴν ἀγοράν.

1. Ἐὰν δύψεπτοτε, διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία ἐπιθυμῇ νὰ ἀποκτήσῃ δικαίωμα πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι, παραγομένων παρ' αὐτῆς ἐν Ἑλλάδι, τὸ Ἑλληνικὸν Δημόσιον, ἐπὶ τῇ σχετικῇ αὐτῆς τῆς Ἐταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὐτῇ τὸ ρήθεν δικαίωμα ὑπὸ δρους οὐχὶ διληγώτερον εὐνοϊκούς τῶν χορηγηθέντων ἡ χορηγηθησομένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ημερομηνίας τῆς ἀνωτέρης εἰς οἰωνδήποτε τρίτον, φυσικὸν ἡ νομικὸν πρόσωπον κεκτημένον τὸ δικαίωμα ἐρεύνης ἡ καὶ παραγωγῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Διώλισις.

2. α) Ἐὰν καθ' οἰωνδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ὑπὸ τῆς Ἐταιρείας παραγωγὴ ἐγχωρίου ἀργοῦ πετρελαιού φθάσῃ εἰς ἐπίπεδον ὑπερβαίνον τὰς ποσότητας τὰς ὁποίας ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἀρθρῷ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὗτη θὰ κέντηται ὠσαύτως τὸ δικαίωμα νὰ κατασκευάσῃ καὶ ἐκμεταλλεύσῃ διώλιστήριον, ἵνα διύλιζῃ ἐν αὐτῷ τὸ ὅπερ δικαιοῦται νὰ ἔξαγῃ τὰ ἐκ τοῦ ἀργοῦ τούτου πετρελαιού λαμβανόμενα πετρελαιοειδῆ προϊόντα.

β) Ἐὰν δποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως τὰ ὑπάρχοντα ἐγχωρία διώλιστήρια, τὰ ἐφοδιάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἐγχωρία διώλιστήρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰωνδήποτε δόλλου ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῶς ἐκμεταλλεύσιμου ἀνακαλύψεως παρὰ τῆς Ἐταιρείας ἐγχωρίου ἀργοῦ πετρελαιού, δὲν καλύπτοντα τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν ἐγχωρίου ἀγορᾶς ἐκ τῆς ἴδιας αὐτῶν δυναμικότητος, τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία δύναται νὰ προμηθεύῃ ἐπαρκεῖς πρὸς τοῦτο ἐγχωρίου ἀργὸν πετρελαιού θὰ δίδῃ, καθ' ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἀρθρου 12 ὑποχρέωσεων αὐτῆς δικαίωμα προτεραιότητος εἰς τὴν Ἐταιρείαν ἔναντι δόλων τῶν ἀλλων ἐγχωρίων διώλιστήριων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ' ὑπέρβασιν ἀνάγκας τῆς ἐσωτερικῆς ἀγορᾶς εἴτε (1) ἐκ τῆς παραγωγῆς παντὸς διώλιστηρίου τὸ δόλον θὰ ἔχῃ προηγουμένως κατασκευάσει ἡ Ἐταιρεία διὰ τὴν ἔξαγωγὴν προϊόντων περὶ ὃν τὸ ἐδάφιον α) τῆς παρούσης παραγράφου 2 ή (2) ἐφ' ὃσον δὲν θὰ ἔχῃ κατασκευασθῆ τοιοῦτον διώλιστήριον, ἐκ τῆς παραγωγῆς νέου διώλιστηρίου τὸ δόλον τὸ Ἑλληνικὸν Δημόσιον

θὰ ἐπιτρέψῃ εἰς τὴν Ἐταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, ὅσον καὶ πρὸς τὸν σκοπὸν τῆς ἔξαγωγῆς πάσης παραγωγῆς τοῦ Διὺλιστηρίου πέραν τῶν τοιωτῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς.

γ) Συμφωνεῖται, ἐν τούτοις, διτὶ τὰ κατὰ τὰς διατάξεις τοῦ ἑδαφίου β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 τῆς Δικαιώματα τῆς Ἐταιρείας, θὰ γεννηθοῦν μόνον: (1) ἐφ' ὅσον ἡ Ἐταιρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν Ἐλλάδι, ἢ (2) ἐὰν ἡ Ἐταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρέλαιον ἐν Ἐλλάδι, χωρὶς ὅμως νὰ εἶναι ἡ πρώτη τοῦτο πράξατο, καὶ ἐὰν ἔκεινοι οἵτινες ἥσαν οἱ πρῶτοι, ἀπαρνηθοῦν ἡ παραπτηθοῦν παντὸς τυχὸν δικαιώματός των πρὸς κατασκευὴν διὺλιστηρίου.

δ) Ἐν περιπτώσει καθ' ἥν ἡ Ἐταιρεία ἔχει τὸ δικαίωμα νὰ κατασκευάσῃ ἡ χρησιμοποιήσῃ διὺλιστηρίου κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἑδαφίου β) τῆς παραγράφου 2, τὸ Ἐλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιωτὴν κατασκευὴν ἡ χρησιμοποίησιν ὑπὸ ὅρους καὶ συμφωνίας ἀμοιβαίως συνομολογηθσομένους κατὰ τὴν στιγμὴν καθ' ἥν θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, διτὶ οἱ τοιοῦτοι ὅροι καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν Ἐταιρείαν διλιγχτέρον εύνοιοι ἀπὸ τοὺς παραγωρθέντας εἰς ἔτερα ἐν Ἐλλάδι Διὺλιστηρίᾳ, ἔξαιρουμενού τοῦ Ἐλληνικοῦ Κρατικοῦ Διὺλιστηρίου.

ε) Ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα ὅπως, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἐσωτερικὴν κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέντος διὺλιστηρίου ἡ ἔξι ὑπάρχοντος τοιούτου χρησιμοποιούμενου κατὰ τὰς διατάξεις τοῦ ὡς ἄνω ἑδαφίου β) τῆς παραγράφου 2, διδὴ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀνάγκας τοῦ τοιούτου Διὺλιστηρίου καλύπτουσα ταῦτας ἐκ τῆς ἴδιας αὐτῆς παραγωγῆς ἐγχωρίου ἀργοῦ πετρελαίου: (1) καθ' ὅρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διὺλιστηρίου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἐγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ Ἐλληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν ὅρον διτὶ ἡ Ἐταιρεία θὰ συνεχίσῃ νὰ ἔκτελῃ μέχρι τοῦ ὅρου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παραγράφον 3 τοῦ ἄρθρου 12 τυχὸν ὑποχρέωσιν τῆς μετὰ τὴν ὑπὲρ τοῦ ἰδίου αὐτῆς Διὺλιστηρίου παραχώρησιν τῆς τοιωτῆς προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Οὐδὲν τῶν ἐν ἑδαφίῳ β) τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου 29 ὁρίζομένων, ἡ πᾶσα ἀλληλή ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἔρμηνεται ως θέτουσα ὕσιονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἐταιρείας ἡ τῶν συγγενῶν αὐτῆς Ἐταιρειῶν, ἡ τῶν ὑπὸ αὐτῆς ἴδρυθεισῶν Ἐταιρειῶν νὰ ζητήσουν δικαίωμα ἴδρυσεως ἡ συμμετοχῆς εἰς τὴν ἴδρυσιν Διὺλιστηρίων ἐν Ἐλλάδι εἰς πάντα χρόνον.

ζ) Ὁ εἰς τὸ κείμενον τῆς παρούσης συμβάσεως ὅρος «Ἐλληνικὸν Κρατικὸν Διὺλιστηρίον» θὰ ὑπονοῇ τὸ Κρατικῆς Ἰδιοκτησίας Διὺλιστηρίον, ἔστω καὶ ἀν τοῦτο ἔξεχωρήθη ἡ θὰ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. "Απαντα τὰ κατὰ τὸ παρὸν ἄρθρον δικαιώματα τῆς Ἐταιρείας θὰ ἀσκοῦνται εἴτε ὑπὸ αὐτῆς ἡ ὑπὸ συγγενῶν ἡ ὑπὸ αὐτῆς ἴδρυμοντος Ἐταιρείας ἡ Ἐταιρειῶν, ὡς ὁρίζεται ἐν ἄρθρῳ 23 τῆς παρούσης συμβάσεως.

### ”Αρθρον 30.

#### Ἐγγύησις.

1. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἐλληνικὸν Δημόσιον (Γενικὴν Διεύθυνσιν Μεταλλείων τοῦ Υπουργείου) Ἐθνικῆς Οἰκονομίας ἐντὸς δέκα πέντε (15) ὥμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικῆς ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν Ἐλλάδι, 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 ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἐλληνικὸν Δημόσιον διὰ περίοδον πέντε ἑταῖρας τῆς ἡμέρας ἵσχυος τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τρικονθημέρου προθεσμίας.

### ”Αρθρον 33.

#### Κοινοποιήσεις.

Ἔγγυησιν ταύτην κατὰ τὴν διάρκειαν ὀλοκλήρου τῆς περιόδου ἵσχυος τῆς συμβάσεως καὶ μέχρι λήψεως ἡ λύσεως ταύτης. Ἐὰν ἡ νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἐλληνικὸν Δημόσιον ὑπὸ ὀλευρωτισμένης Τραπέζης ἐν Ἐλλάδι τέσσαρας (4) μῆνας τούλαχιστον πρὸ τῆς ἐκπνοῆς τῆς ἵσχυούσης ἐγγυητικῆς ἐπιστολῆς, ἡ παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἵσχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ ἡ ὑπερβολὴ διὰ ποσὰ διάρκειας πληρωτέως παρὰ τῆς Ἐταιρείας, κατὰ τοὺς ὄρους τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἐνα μῆνα ἀφ' ἡ ταῦτα κατέστησαν δριστικῶς πληρωτέα. Ἐὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῆσαι δριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγυήσεως, ταῦτα δύνανται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς δριστικοποιήσεως των διὰ τῆς εἰσπράξεως τῆς ἐγγυήσεως, ἔκτις ἐὰν ἡ μισθώρια Ἐταιρεία παράσχῃ ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

Ἐὰν δι' οἰονδήποτε λόγου τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως θήλεις καταστῇ κατώτερον τῶν δολλαρίων Η.Π.Α. 300.000 ἡ Ἐταιρεία ὑποχρεοῦται νὰ συμπληρῷ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὔτη κατέστη μικροτέρα τῶν δολλαρίων Η.Π.Α. 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπούμενῃ ὑπὸ τοῦ ἑδαφίου δ) τῆς παραγράφου 3 τοῦ ἄρθρου 21.

Ἡ ἀνωτέρω ἐγγύησις ἐξακολουθεῖ δρισταμένη ὑπὸ τοὺς αὐτοὺς ως ὅρους καὶ ἐν περιπτώσει καθ' ἥν θήλει λάβει 1 χώραν ἐκχωρησίς, κατ' ἐφαρμογὴν τοῦ ἄρθρου 23 παρ. 1 ἑδαφ. σ) καὶ β) τῆς παρούσης συμβάσεως.

2. Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν πραγράφῳ 1 τοῦ παρόντος ἄρθρου ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθιστᾶ ἀνίσχυρον τὴν παρούσαν σύμβασιν, ἡτίς καὶ θὰ θεωρῆται ὡς οὐδέποτε γενομένη.

### ”Αρθρον 31.

#### Απαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

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

### ”Αρθρον 32.

#### Ἀρχὴ ἵσχυος τῆς παρούσης.

Ἡ παροῦσα σύμβασις τελεῖ ὑπὸ τὴν αἱρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἄρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἥν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἵσχυος τοῦ κυροῦντος ταύτην Νόμου ἀρχεται ἡ ἵσχυς τῆς παρούσης συμβάσεως καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παροῦσα σύμβασις ἡθελε κυρωθῇ μὲτρ τροποποιήσεις ἡ Ἐταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ὑποστῇ ὀλοσχεδίας ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὅμως αὐτῇ νὰ δηλώσῃ ἐγγράφως, διτὶ δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυρωσαντος τὴν σύμβασιν ως ἑτροποποιήθη.

Ἐν περιπτώσει καθ' ἥν τοιωτή ἀποδοχὴ δὲν ὑπεβλήθη ἐμπρόθεσμως ἡ Ἐταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιωτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας τῶν ὅρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς παρούσης συμβάσεως ἀπὸ τῆς προηγουμένην παράγραφον προθεσμίας, ἡ ἵσχυς τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τρικονθημέρου προθεσμίας.

### ”Αρθρον 33.

#### Κοινοποιήσεις.

Πᾶσα κοινοποιήσης τοῦ Ἐλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν καὶ ἀντιστρόφως, βάσει τῆς παρούσης συμβάσεως, ἵνα ἡ ἐγκυρωσία δέσονται ἐπὶ ἀποδείξει ἡ διὰ συστημένου ταχυδρομείου ἀποδείξει καὶ νὰ ἀπευθύνεται :

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

Εἰς Ὑπουργεῖον Ἐθνικῆς Οἰκονομίας.

Γενικὴν Διεύθυνσιν Μεταλλείων.

Αθῆναι—Ἐλλάς.

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν SERES SHIPPING INC, φροντίδι τοῦ Ἰωάννου Δημ. Φωτοπούλου, Δικηγόρου, Ξενοχράτους 27, Αθῆναι 140 δῖστις δρίζεται ἀντικλητος τῆς Ἐταιρείας ἐν Ἐλλάδι.

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

”Αρθρον 34.

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

Ἡ SERES SHIPPING INC, δῆλοι δῖτι ἐν περιπτώσει μεταβιβάσεως εἰς τό, κατὰ τὰ ἐν ἥρθρῳ 23 παρ. 1 ἐδαφ. α), β) καὶ γ) τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς δὴ μεταβίβασις, δι' ἴδιαιτέρας ἐπιστολῆς, ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς σχέδιον ἐπιστολῆς καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων, θὰ ἀναλαμβάνῃ τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς, τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, δπως ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου, νὰ παράσχῃ καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεων τῆς, κατὰ τὰ εἰδικώτερον, ἐν τῇ ὡς ἄνω ἐπιστολῇ ἐκτιθέμενα.

”Ἡ ὡς ἄνω ἐπιστολὴ ἀποτελεῖ σαφῶς προϋπόθεσιν διὰ πᾶσαν κατὰ τὰ ἐν ἥρθρῳ 23 παράγρ. 1 α) β) καὶ γ) μεταβίβασιν.

”Αρθρον 35.

Ἐφαρμογὴ τοῦ Ν.Δ. 2687/1953.

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

”Αρθρον 36.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον.

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

Τυχὸν προσφυγὴ τῆς Ἐταιρείας εἰς διαιτησίαν, ἐντὸς τοῦ ὡς ἄνω μηνός, κατὰ τὰς διατάξεις τοῦ ἥρθρου 26 τῆς παρούσης ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἔνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἐταιρείαν τῆς σχετικῆς ὁριστικῆς διαιτητικῆς ἀποφάσεως.

”Αρθρον 37.

Καλὴ Ἐκτέλεσις Συμβάσεως.

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

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω δῖτι θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μή δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἢ ἀντικατασταθῶσιν εἰμὶ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν συναφθησαμένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

”Αρθρον 38.

Ἐγκυρότης Κειμένων.

Ἡ παρούσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἵσης ἰσχύος.

Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρείαν ὑπέγραψαν ἐπὶ τῆς σελίδος μόνον ἐκάστου φύλλου τὴν παρούσαν σύμβασιν.

Ἐν Ἀθήναις τῇ 22 Φεβρουαρίου 1972

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον Διὰ τὴν SERES SHIPPING INC

Γ. ΠΕΖΟΠΟΥΛΟΣ ΓΕΩΡΓΙΟΣ Π. ΛΙΒΑΝΟΣ

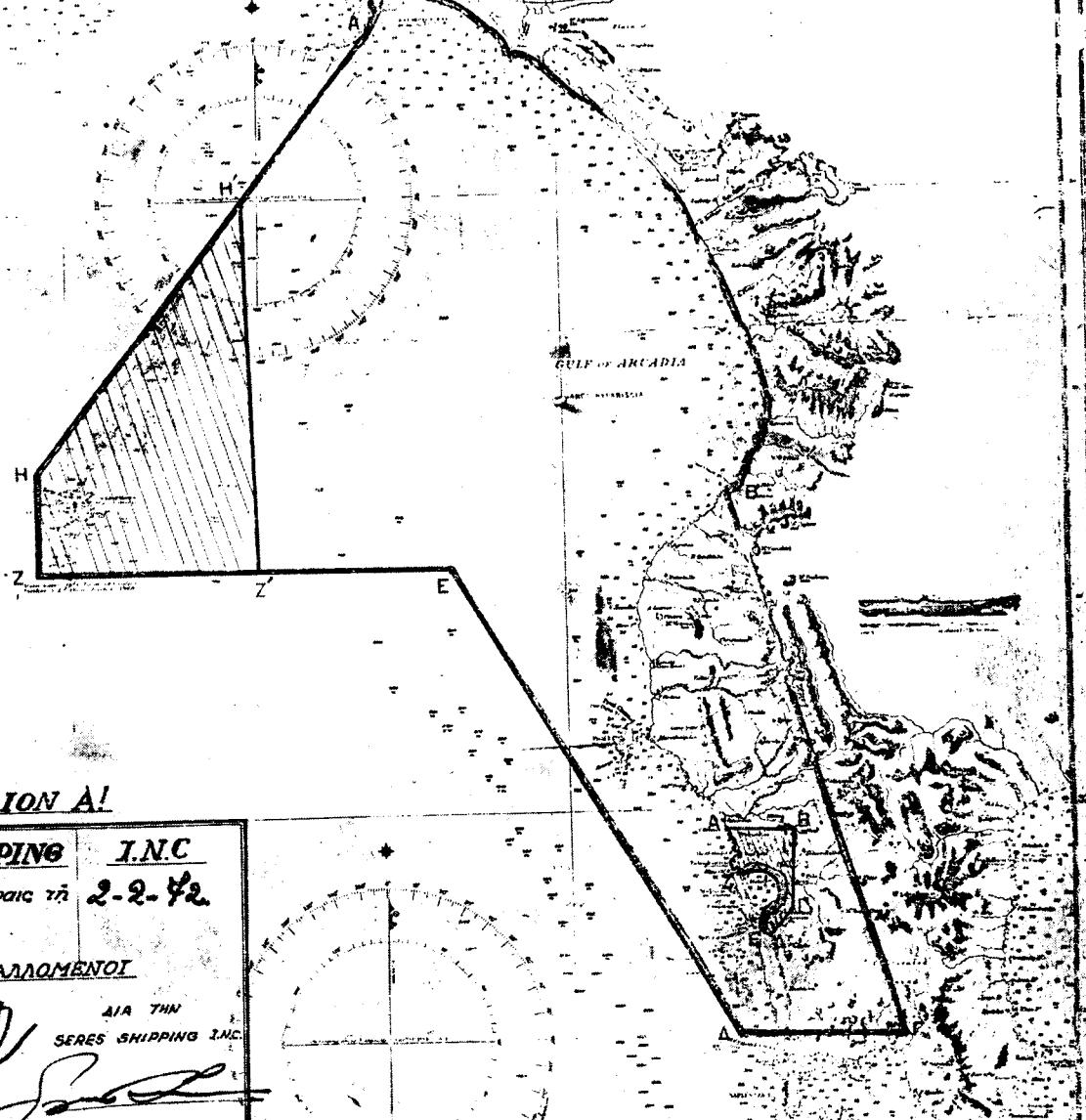
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ΣΕΡΕΣ ΕΠΙΧΕΙΡΗΣΗΣ

A/A την  
SERES SHIPPING INC.

Γ. ΠΕΖΟΠΟΥΛΟΣ  
ΥΠΟΥΡΓΟΣ ΕΘΝ. ΟΙΚΟΝΟΜΙΑΣ

Γ. Λ. ΛΙΒΑΝΟΣ  
ΠΡΟΕΔΡΟΣ

ΤΣΑΡΑΣ Α. ΒΑΤΟΠΟΥΛΟΣ

Α. Π. ΜΕΤΑΞΑΣ

Α. ΧΡΥΣΟΒΕΡΓΗΣ ΜΕΛΑΤΕΛΟΥ

## ΠΙΝΑΞ Β'.

Κόστος—“Εξοδα—Βάροι.

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάροι, τὰ ἀναφερόμενα εἰς τὴν παραγραφὸν 7 τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως εἰς ἣν σύμβασιν προσαρτᾶται ὁ παρὼν Πίνακες, ἔχουν ὡς ἀκύλούθιας :

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

β) Διοικητικὰ ἔξοδα, γενικὰ ἔξοδα καὶ ἔξοδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν εἰσφορῶν, τῶν τελῶν διὰ διπλώματα εὑρεσιτεχνίας, δαπανῶν ἀδειῶν καὶ δαπανῶν δι’ ἔρευνας.

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

‘Η ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5% ἐτησίως, ἡ δὲ δι’ ἀγωγούς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10% ἐτησίως. Τυχὸν εὐνοϊκώτερα ποσοστὰ ἀποσβέσεως ἡ ἄλλα φορολογικὰ κίνητρα ἴσχύοντα ἡ εἰς τὸ μέλλον παρασχεθῆσόμενα, δὲν θέλουσι ἔχῃ ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὅμοιοις ἐπιχειρήσειν.

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

στ) Τόκοι ἐκ χρεῶν οἱ ὄποιοι δέοντες νὰ περιορισθοῦν εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ ὅλων τῶν δανείων ἡ ἔτερων χρηματοδοτήσεων παρὰ τῆς μητρικῆς ‘Εταιρείας ἡ συγγενῶν ‘Εταιρειῶν ἡ ἐκ μέρους τρίτων, τὰ δὲ ἐπιτόκια νὰ εἶναι λογικὰ καὶ συμφώνως μὲ τοὺς τρέχοντας διεθνεῖς νομιστατικοὺς ὅρους.

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

(1) Ὁφειλόμεναι ἡ πληρωνόμεναι ἀπ’ εὐθείας εἰς τοὺς δικαιούχους, ἡ

(2) Ὁφειλόμεναι ἡ πληρωνόμεναι διὰ λογαριασμὸν τῶν δικαιούχων μέσω ἀσφαλιστικῶν συνταξιοδοτικῶν ἡ ἄλλων ταμείων.

η) Η μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκαταλειφθέντων ἡ ἄλλως πως διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἔξόδων γεωτρήσεως φρεάτων, μὴ παραγωγικῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἐκμεταλλευσμούς.

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

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

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

λ) Δαπάναι δι’ ἔρευνητικὰς ἐργασίας καὶ ὅλοι δαπάναι γεωτρήσεως (ώς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος Πίνακος) ἐφ’ δισον ἡ ‘Εταιρεία ἀποφασίσῃ τὴν ἀπόσβεσίν των κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὄποιας ἐπρογματοποιηθῆσαν, κατὰ τὰ ἐν παραγγράφῳ 2 τοῦ παρόντος Πίνακος καθορίζομενα.

μ) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαῖα διὰ τὴν ἐργασίαν, ἡς ἡ ἐκπτωσις ἐπιτρέπεται ὑπὸ τῆς ἐκάστοτε

‘Ελληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν ’Ανωνύμων ’Εταιρειῶν.

2. «Τὰς δαπάνας δι’ ἔρευνητικὰς ἐργασίας» καὶ ἀύλους δαπάνας διὰ γεωτρήσεις, ὡς αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς ‘Εταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θὰ δικαιοῦται ἡ ‘Εταιρεία, εἴτε νὰ ἐκπίπτῃ, κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὄποιας ἐπραγματοποιηθῆσαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. ‘Η σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἡ κεφαλαιοποιήσεως των, θὰ λαμβάνηται κατ’ ἔτος παρὰ τῆς ‘Εταιρείας δι’ ἐκάστην διαχειριστικὴν περίοδον καθ’ ἣν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β’. καθορίζομένων διὸ δρος «Δαπάναι δι’ ἔρευνητικὰς ἐργασίας» θὰ θεωρήηται περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεως του ἡ τὰς σχετικούς πρὸς τοὺς σκοπούς τούτους δαπάνας.

‘Ἐν τῇ ἐννοίᾳ τοῦ δρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι δι’ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἡ δι’ ἄλλας ἐγκαταστάσεις ἡ δι’ ἐξοπλισμὸν γεωτρήσεων ἡ διὰ γραμμάς συγκεντρώσεως καὶ παραγωγῆς, σωληνᾶς ἐπενδύσεως (CASINGS), ἀποθηκευτικοὺς χώρους, κινητήρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. ‘Αντιθέτως ἐν τῇ ἐννοίᾳ τοῦ δρου τούτου θὰ περιλαμβάνωνται δαπάναι σχετικόμεναι πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γηνίας, ἐναερίους ἡ θαλασσίας, ἀπασαι αἱ δαπάναι διὰ γεωλογικάς καὶ γεωφυσικάς ἐργασίας καὶ πάσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

‘Ο δρος «Αὐλοὶ δαπάναι γεωτρήσεως» θὰ ἐρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην δι’ ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (HANDLING) τῶν ἐφοδίων καὶ ὑλικῶν διὰ τὰς γεωτρήσεις ἡ ἐν σχέσει πρὸς ταῦτα, καθαρισμόν, ἐκβάθυνσιν ἡ συμπλήρωσιν φρεάτων ἡ προπαρασκευὴ τούτων.

‘Ἐν τῇ ἐννοίᾳ τοῦ δρου δὲν περιλαμβάνονται αἱ δαπάναι δι’ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἡ δι’ ἄλλας ἐγκαταστάσεις ἡ δι’ ἐξοπλισμὸν γεωτρήσεων ἡ διὰ γραμμάς συγκεντρώσεως καὶ παραγωγῆς ἡ σωληνώσεις ἐπενδύσεως (CASINGS), ἀποθηκευτικοὺς χώρους, κινητήρας, λέβητας, μηχανήματα κ.λ.π.

‘Αντιθέτως, ἐν τῇ ἐννοίᾳ τοῦ δρου περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις ἀνατινάξεις διὰ δυναμίτιδος καὶ καθαρισμὸν φρεάτων, καθαρισμὸν ἀποστραγγισιν καὶ ἰσοπέδωσιν γαιῶν, κατασκευὴν δόῶν, χωρομέτρησιν (γεωλογικάς μελέτας καὶ τοπογραφικάς καὶ γεωλογικάς ἐπισκοπήσεις) προπαρασκευαστικὴν τῶν γεωτρήσεων καὶ ἀνέγερσιν πύργων καὶ χώρων ἀποθηκεύσεως, κατασκευὴν ἀγωγῶν καὶ ἄλλων ἐγκαταστάσεων ἀναγκαῖων διὰ τὴν προπαρασκευὴν ἡ γεωτρησιν φρεάτων παραγωγῆς ὑδρογονανθράκων.

4. ‘Ἐφ δισον ἡ ‘Εταιρεία ἀποφασίσῃ νὰ κεφαλαιοποιήσῃ οἰασθήποτε «δαπάναις ἐρευνητικῶν ἐργασιῶν» καὶ «ἀύλους δαπάναις γεωτρήσεων» κατ’ ἐφαρμογὴν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Πίνακος αἱ οὔτω κεφαλαιοποιουμέναι δαπάναι θὰ ἀποσβέννυνται παρὰ τῆς ‘Εταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων, ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ’ ἣν πραγματοποιοῦνται αὗται.

‘Ἐν ’Αθήναι τῇ 22 Φεβρουαρίου 1972

Οι Συμβαλλόμενοι

Διὰ τὸ ‘Ελληνικὸν Δημόσιον Διὰ τὴν SERES SHIPPING INC

Γ. ΠΕΖΟΠΟΥΛΟΣ ΓΕΩΡΓΙΟΣ Π. ΛΙΒΑΝΟΣ

‘Υπουργὸς Εθνικῆς Οἰκονομίας

Πρόεδρος

## A G R E E M E N T

## FOR THE EXPLORATION FOR AND DEVELOPMENT OF HYDROCARBONS IN THE SEA AND LAND AREA OF KYPARISSIA

## P R E A M B L E

WHEREAS, further to the letters dated September 7th and 21st, 1971 of the Company «SERES SHIPPING INC.» to the Ministry of National Economy of the Kingdom of Greece, preliminary discussions were held in Athens, between the representatives of the Greek State and the said Corporation «SERES SHIPPING INC.», regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

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

WHEREAS, the Corporation «SERES SHIPPING INC.», being a corporation duly established and operating in accordance with the Laws of the State of New York of the United States of America.

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

## B E T W E E N

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

2. SERES SHIPPING INC., hereinafter referred to as the «Corporation or the «Lessee», represented by its President, George P. Livanos, acting by virtue of a special Action of its Board of Directors dated November 10th, 1971, attached hereto in the original and 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

1. For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to the Corporation an off-shore and land area of a total extent of 3.200 square kilometers, the boundaries of which are delineated in red on chart No. 207, under scale 1 : 205.000 of the British Admiralty, hereinafter referred to as Schedule «A», which is signed by both contracting parties and constituting an integral part of the present Agreement.

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

From point A at latitude 37° 38' 00" N and longitude 21° 18' 50" E, thence following the shoreline of the Kyparissia Gulf to point B at latitude 37° 15' 20" N and longitude 21° 40' 00" E, thence to point Γ (Gamma) at latitude 36° 49' 00" N and longitude 21° 50' 00" E, thence to point D (Delta) at latitude 36° 49' 00" N and longitude 21° 40' 00" E, thence to point E at latitude 37° 12' 00" N and longitude 21° 23' 00" E, thence to point Z at latitude 37° 12' 00" N and longitude 20° 58' 00" E, thence to point H (Etta) at latitude 37° 17' 00" N and longitude 20° 58' 00" E and thence back to the original point A.

2. More specifically, subsequent to a mutual agreement of the contracting parties hereto, the following special provisions are fixed, which will govern the following specifically described sections of the area conceded as above :

a) Navarino Section : The Corporation SERES SHIPPING INC., twelve months after the publication of its Agreement with the Greek State in the Government Gazette is obligated, provided this was to be required in writing by the Greek State, to return immediately to the Greek State the following section, described in details by geographical coordinates, from the area conceded as above to it in item I of the present Article, of an extent of approximately 30 square kilometers. This obligation of the Corporation SERES SHIPPING INC., to return this section will exist only if, during the above twelve month period, hydrocarbons are not found by the Corporation in this section of the area, at a commercially exploitable scale.

## Description of the above Navarino Section :

The land area, consisting of 25.55 square kilometers is encompassed by the following limits :

From point A at latitude 36° 59' 12" N and longitude 21° 39' 02" E, thence to point B at latitude 36° 59' 10" N and longitude 21° 43' 00" E, thence to point Γ (Gamma) at latitude 36° 55' 15" N and longitude 21° 43' 18" E, thence to point D (Delta) at latitude 36° 54' 01" N, and longitude 21° 41' 38" E, thence to point E on the shore at latitude 36° 54' 30" N and longitude 21° 41' 25" E, thence following the seashore to point Z on the shore at latitude 36° 57' 11" N and longitude 21° 40' 15" E, thence following the shore line to the original point A at latitude 36° 59' 12" N and longitude 21° 39' 02" E.

The sea area of 4.45 square kilometers is limited by a sea zone of a width of 500 (five hundred) meters, beginning from point E on the shore having a geographical latitude of 36° 54' 30" N and geographical longitude of 21° 41' 25" E up to point Z at latitude 36° 57' 11" N and longitude 21° 40' 15" E within the Navarino Gulf.

b) Strofades Section : From the area conceded as above to the Corporation in item I of the present Article and, more specifically in its section, below described in details by geographical coordinates, the Corporation SERES SHIPPING INC. is obligated within the first two years from the validity of its agreement with the Greek State, to carry out and complete at least one of its deep drillings referred to in Article 3 of the present Agreement; otherwise the Corporation is obligated to abandon the entire Strofades section, described below in details, without any other formality, immediately upon the beginning of the third year. In case, hydrocarbons in commercially exploitable quantities were to be found at whatever time by the Corporation in the section below described in details, specifically for the hydrocarbons of this Section of the area conceded, the Company will pay to the Greek State royalties of 21 % as against the 15 % which it is obligated to pay for the entire remaining area (in accordance with item I, Article 9 of the present Agreement).

Description of the above Strofades Section : From point H (Etta) at latitude 37° 17' 00" N and longitude 20° 58' 00" E, thence to point H at latitude 37° 30' 00" N and longitude 21° 10' 50" E, thence to point Z' at latitude 37° 12' 00" N and longitude 21° 11' 15" E, thence to point Z at latitude 37° 12' 00" N and longitude 20° 58' 00" E and thence to the original point H (Etta).

## Article 2.

## Right to Renewal and Reductions of the original Exploration areas

1. The original exploration area is granted to the Corporation for a period of 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.

In the above extent to be returned, which will be equal to 25 % of the original area to be explored, will also be included the Section of Navarino and Strofades, provided these have been returned in whatever manner to the Greek State in accordance to item 2 of Article I of the present Agreement.

3. Provided the Corporation has carried out its investment and working obligations during the above three year period, as specified in Articles 3 and 4 of the present Agreement, and provided it has carried out the surrenders specified under item 2) above, the area 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 3rd year through the end of the 5th year from the effective date of the present Agreement).

4. Provided, before the end of the 5th year or of the automatic extension thereof, if any, as provided for in Article 21, item 8 b) of the present 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 the 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), 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 month before the end of the 5th 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 % 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 entire 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 explo-

ration 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 concession held by the Corporation at the end of the fifth year, and of the automatic, if any, extension thereof as aforesigned.

6. The choice of the areas to be surrendered under the stipulation of items 2 and 5 above shall be made by the Corporation solely in its own judgement and the areas surrendered may be in several noncontinuous blocks, provided, however, that each surrendered block measure not less than fifty square kilometers.

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

The boundaries of the areas surrendered and retained in accordance with the provisions of the present Article will be defined by coördinance lines, referred to in the National trigonometric system or by geographical coordinates.

## Article 3

## Investment obligation of the Corporation

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

U.S. Dollars

1st year : Seismic exploration and in addition, any other geological and geophysical work to determine structural anomalies. If SERES SHIPPING INC. decides to carry out deep drilling, it can do so and any amount to be spent for this reason, not exceeding U.S. dollars 100.000, will be off-set with the amount of U.S. dollars 200.000. The amount spent beyond the above and the additional works carried out will be transferred at the credit of the Corporation's obligations for the next years.	\$ 200.000
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2nd year : Seismic exploration and in addition, any other geological and geophysical work to determine structural anomalies. If SERES SHIPPING INC. decides to carry out deep drilling, it can do so and any amount to be spent for this reason, not exceeding U.S. dollars 100.000, will be off-set with the amount of U.S. dollars 200.000. The amount spent beyond the above and the additional works carried out will be transferred at the credit of the Corporation's obligations for the next years.	\$ 200.000
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3rd year : Deep drilling of well and for complementary geological or geophysical works, if necessary.	\$ 1.300.000
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4th year : Deep drilling of well and for complementary geological or geophysical works, if necessary.	\$ 1.300.000
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5th year : Two deep drillings.	\$ 2.600.000
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i.e. a total of U.S. dollars	\$ 5.600.000
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2. The Corporation will start exploration works not later than three months from the effective date of this Agreement. However, under the condition that the guarantee required by Article 30 herein be duly deposited, the Corporation may upon signature and prior to the ratification by Law thereof commence the exploration operation referred to in the preceding item and relevant to its obligations in the first year. In such event, amounts invested may be placed to the credit of the investment obligations of the first year.

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

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

4. If the Corporation retains any exploration areas after the end of the fifth year, as stipulated in Article 2, item 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 ef-  
fective date of this Agreement)..... 3.000

5. 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 and development operations under this Agreement, during the initial three year period and the following renewal period as mentioned in 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 latter case during its development operations, the Corporation has failed to invest the above mentioned obligatory amounts, under this Agreement, which shall include any credits as provided for in a) above, the Corporation shall

pay in cash to the Greek State the difference between the obligatory amount for that year or period and the amount actually invested during the same year of 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 I of this Article, the above mentioned difference has not been invested in total or in part, as set for 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. α) 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 expences, general administrative and overhead expences, 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 expences 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 I of the present Article for the respective periods.

b) For the purpose of item 4, sub-item a) only : Organization expences shall be taken to be all expences 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 expences shall be taken to be all Corporation and expences 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 expences shall be taken to include:

(1) Rent of managerial and administrative offices in Greece and all such expences 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 expences 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 expences of foreign managerial and administrative personnel. ...

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

(6) Representation expences 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 the 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 4.000 meters, unless seismic information shows the sedimentary formations to be drilled, require a rig with a greater capability.

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

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

7. A deep exploration well shall mean a well of a depth of not less than 2.600 meters measured from the rig's rotary table provided, however, that for the purposes of this Article the following wells shall be deemed to be deep exploration wells.

a) Any exploration well in which a discovery of hydrocarbons is made at any depth of less than 2.600 meters in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation and provided the Corporation makes the notification foreseen in Article 5, item 1) of this Agreement on the basis of this discovery.

b) Any exploration well in which the crystalline or granite basement is encountered at any depth between 750 and 2.600 meters. If, however, the crystalline or granite basement is encountered at any depth before the well has reached 750 meters, such exploration well shall not be deemed to be a deep exploration well, and in this case the Corporation shall have to drill one additional well, which shall have to be drilled to a depth of 2.600 meters, or until discovery of hydrocarbons, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the circumstances arise which are foreseen under c) below, whichever of these three events occurs first.

c) Any exploration well with respect to which the Greek State and the Corporation agree that further drilling is not justified. If this Agreement is reached before the well has reached the depth of 750 meters, then such exploration well shall not be deemed to be a deep exploration well and the Corporation shall have to drill one additional well to a depth of 2.600 meters, or until discovery of hydrocarbons in it, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the Greek State and the Corporation agree that further drilling of this well is not justified, whichever of these three events occurs first.

In the cases foreseen under b) and c) above, the meterage drilled in the original well added to the meterage of the replacement well shall not be less than 2.600 meters. If the condition provided for in the preceding sentence is not complied with within the established time limits, the Corporation shall be obligated to pay to the Greek State an amount of U.S. dollars 350, for each meter by which the total added meterage of the original and of the replacement well falls short of 2.600 meters. Upon 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 fulfilment by the Corporation of its working obligations under this Article, such delays will be added to the period during which any of these obligations are required to be performed.

d) In case hydrocarbons are discovered in the above mentioned well during this additional drilling in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation, then the Corporation shall have the right to apply for and receive a Development Concession with respect to this discovery as stipulated in Article 5 of this Agreement, it being understood, however, that in this latter case the Corporation shall have to pay to the Greek State thirty days after the Corporation notifies the declaration an amount which shall be equal to the double of all the amounts charged by the Corporation to the Greek State for this additional drilling (plus interest at the rate of 10 per cent per annum), all of which amounts so paid shall be included as expenditures of the Corporation in satisfaction of its obligations under Article 3.

#### Article 5.

**Right of 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 recognised rules of good oil field exploitation and always with a view to ensure the maximum economic ultimate recovery.

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

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

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

## Article 7.

Authorized operations of the Corporation and restrictions.

1. The Corporation shall have the right to carry out geological, geophysical and any other exploration operations for the purpose of discovering hydrocarbons by any method and to carry out reconnaissance geological drilling and deep exploration drilling for the same purpose within the exploration area and 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 judgment the existing installations owned by the Greek State or any Governmental agency are not sufficient and proper for the Corporation's purposes or when their use is uneconomic for the Corporation.

6. The Corporation shall also have the right exclusively for the fulfilment of its operations under this Agreement to reclaim lands or create islands within the exploration areas at any time held by it under this Agreement, provided permission to do so is obtained from the 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 there-

from shall not constitute a transgression of the terms of this Agreement and shall be treated as a case of «force majeure» under Article 25 of this Agreement.

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

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

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

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

c) Navigation in the area defined in Article 1 should not be unfavourably 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 or 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 it 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 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 favour 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 favour 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 non-salaried 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 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 SERES SHIPPING 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 judgement 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, in-

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

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

#### Article 12.

##### Domestic Consumption and Exports

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

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

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

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

4. a) The Corporation shall have the right at any time to export any production that is in excess of the amounts which the Corporation has the obligation to supply under item 3 of this Article freely in any manner and by any means and under any conditions determined by it without any special licence 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 fulfilment of, and not in addition to the Corporation's crude oil supply obligations set forth in item 3 of this Article. The Greek State may make such indigenous crude oil available to one or more of the domestic refineries upon terms and conditions of its choosing. To the extent that the Greek State transfers its right to such crude oil to one or more domestic refineries, the respective obligations of the Corporation and the refineries to supply and purchase indigenous crude oil shall be reduced in each case by the amount of crude oil so transferred to each refinery by the Greek State.

5. In order that the Corporation may comply with its obligations as set forth in item 3 of this Article, to supply indigenous crude oil to the Greek State Refinery and other domestic refineries existing at the time of initial commercial discovery, the Greek State obligates itself to ensure that the crude oil produced by the Corporation in Greece, provided such crude is suitable within the meaning of this Article 12, item 2, will be given priority or 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 1 above would be achieved. If no such mutually satisfactory arrangement can be achieved, then the respective obligations of the Greek State and the Corporation, as stated above, shall come to an end until such time as such crude oil or other crude oil produced in Greece by the Corporation becomes suitable for use in the Greek State Refinery and other refineries, provided, however, that the Greek State Refinery agrees that it will cause the Greek State and other refineries existing in Greece to purchase such unsuitable oil to the extent that it can be utilized in

the refineries. provided that in this case the operation of said refineries does not result in any hardship for them. In addition, the Greek State agrees to extend its fullest co-operation in promoting the use of such unsuitable crude oil as a fuel substitute in industries in Greece.

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

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

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

11. Should the Corporation own and operate in Greece any trunk pipelines for the transportation of crude oil and/or any gas lines, the Greek State may request the Corporation to transport the crude oil and/or natural gas bought by it from the Corporation by means of these trunk crude oil and/or gas lines either to their terminal or to any other point located on their route. The transportation shall be carried out by the Corporation at cost plus 10 per cent.

The present item 11 shall not be interpreted as an obligation of the Corporation to build any crude oil or gas pipelines or any transportation facilities in addition to those which it shall at any moment own and/or operate, not 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 stramatikos, 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 Drachmae revenues exceed its cash operating requirements in Greek currency, the Corporation shall be permitted to remit abroad such Drachmae surplus funds derived from the local sale of hydrocarbons. Such remittances shall be made by the conversion of Greek currency into U.S. dollars and/or, after agreement with the Bank of Greece, into some other currency convertible into U.S. dollars. However, the Corporation shall also, and alternatively, be permitted to retain such Drachmae surplus funds in Greece and to invest such funds in interest-bearing deposits or securities or any other form of investment not barred to foreigners by the general laws of Greece. The provisions of the Greek legislation from time to time in force regarding the blocking of claims of persons permanently residing abroad and executable in Greece, and the blocking of shares, bonds and other assets, are not applicable in these cases. Investments in the stock of companies shall be subject to the approval of the Greek State, which approval, however, shall not be withheld except for reasons of undue financial risk involved in said investments.

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

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

c) Notwithstanding the provision of the preceding subitem 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, at 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 Cor-

poration shall be permitted to buy and sell foreign currency shall also not be less favorable than the weight 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 of the export value of each class of minerals.

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

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

#### Article 14.

##### Other obligations of the Corporation

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

2. The Corporation shall submit to the Ministry of 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 premises, it being understood that authorized representatives of the Greek State shall have the right to inspect this supporting material. Should the Greek State desire to obtain such supporting material for its own use, the Corporation shall comply with such request, but only to the extent that this compliance does not create an additional unusual expense for the Corporation and does not delay or hinder its operations in any manner whatsoever.

3. In the interest of a regional and nation-wide correlation by the Scientific Service of the Greek State of data and information obtained by the various holders of exploration areas and concessions throughout Greece, the Corporation shall supply to the Greek State in quadruplicate all scientific data collected during its operations including data and/or interpretations from the Corporation's contractors, provided, however, all proprietary information of the Corporation and its subsidiaries and affiliates, and any conclusions and

interpretations arrived at by employees of these corporations through the study of the factual data, shall be communicated to the Greek State solely at the discretion of the Corporation.

The 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 series 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 reasonable intervals and upon reasonable notice the official records and books of the Corporation in order to ascertain the accuracy of the entries, however, in such a manner that the operations of the Corporation are not hindered.

6. Authorized representatives of the Ministry of 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 confi-

dential, unless the Corporation advises the Greek State in writing with respect to any specific information that it relieves the Greek State from its obligation.

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

#### Article 15.

##### Occupation of land - Right of way - Right to use water and building materials

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

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

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of Law 1540/1938, of Law 2344/1940 regarding sea and shores, and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and 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 Navy Command, which shall not be withheld without any serious reason.

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

#### Article 16.

##### Use of Contractors

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

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

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

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

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

#### Article 17.

##### Employment of Greek and Foreign Personnel

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

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

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax six (6) months after the issue of their Greek residence and

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

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

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

6. The Corporation shall be obligated beginning with the year following the year of the first discovery of hydrocarbons, as per Article 4, items 1) and 2), to accept for training each year two candidates selected one by the geological and the other by the technical services of the Greek State, it being understood that :

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

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

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

d) The person of the candidate for the position of trainee selected by the Greek State shall be subject to approval by the Corporation, which may refuse such approval if in the Corporation's opinion this candidate is unsuitable for carrying out his assignment. The Corporation shall also have the right to request the Greek State to recall a trainee already approved by the Corporation, for the same reason as above. However, in both the above mentioned cases the Greek State shall have the right to immediately nominate a substitute.

#### Article 18.

##### Books of the Corporation

Books of account and associated records of the 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 its books of account and issue its financial statements in this same currency. The Corporation's tax returns to the Greek authorities shall be denominated in Drachmae, using the rule for conversion of foreign currency amounts set forth in items 8) and 9) of Article 13.

#### Article 19.

##### Managerial and Administrative Freedom

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

#### Article 20.

##### Surrender

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

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

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

#### Article 21.

##### Fines and Forfeiture

##### Termination of Agreement by Expiration

##### Fines :

1. As a penalty for the transgression of any of the terms of this Agreement and for the non-compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1,000 to U.S.

dollars 5,000 for each transgression, provided, however, that in case of repetition of the same transgression after the Corporation has received written warning from the Greek State, the fine for such repeated transgression may go up to U.S. dollars 10,000 and provided further that in the cases specified herebelow a) to f) the fine may reach up to U.S. dollars 300,000; these cases are limited to the following :

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

2. The imposition of a fine as per item 1) shall be notified immediately in writing to the Corporation and the fine shall be payable by the Corporation within thirty days from such notification provided, however, that the Corporation has not initiated procedures for remedying the transgression or non-compliance before the expiration of said period of thirty days and has not continued same without delays and interruption 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 subitem 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 there-with and compliance by the Corporation within this period shall render the imposition of this fine null and void.

##### Forfeiture :

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

- a) Non-compliance with the investment obligations as stipulated in Article 3.
- b) Non-compliance with any of the final awards rendered by the Arbitration Court foreseen in Article 26.
- c) Non-compliance with the prescriptions of Article 23 regarding transfers.

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

4. The forfeiture, as per item 3) above, may apply to all the rights of the Corporation under this Agreement, or only to specific exploration areas or concessions at that time held by the Corporation, depending on the fact as to whether the non-compliance or the

default of the Corporation applies to the entire Agreement or to a specific exploration area or concession. In case of total forfeiture the Agreement shall terminate as of the effective date thereof.

5. The decision of the Greek State to declare that the Corporation shall forfeit any or all of its rights under this Agreement shall be notified immediately to the Corporation, and the forfeiture 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. 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 such four wells provided for by item 1) of Articles 3 thereof) any 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). This in no event will the Corporation be required to pay to the Greek State more than the deposited guarantee in case of total forfeiture as above.

#### 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 expenses 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 rights 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 right 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 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 Agree-

ment, 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 whether existing or to be created by the assignor;

b) to another Corporation controlled by SERES SHIPPING INC. or by another Corporation controlled by SERES SHIPPING INC.

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

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

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

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

#### Article 24.

##### Applicable Laws

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

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

3. Should such a conflict exist, either today or in the future, the terms and conditions of this Agreement and of the Supplementary or Amendment Agreement, if any, to be entered into as provided in Article 37 item 3) below, shall prevail and the stipulations of the above mentioned Laws and Regulations which are in conflict with the terms and provisions of this Agreement and of the Supplementary or Amendment Agreement, if any, as aforesaid, shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

#### Article 25.

##### Force Majeure

1. Failure by the Corporation to carry out any of its obligations under this Agreement shall not give rise to any claim and shall not be deemed to be a transgression of this Agreement if such failure is due to «force majeure». This expression shall include but not be limited to acts of God, epidemics, earthquakes, fires, explosions, floods, casual occurrences, war, revolution, civil commotions, insurrections, riots, strikes, acts of 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 circumstances 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 for all its obligations of whatever nature vis-à-vis the Greek State under this Agreement, and the Greek State as well as the Corporation shall not have any claims against each other for the non-fulfilment of any of the terms of this Agreement by either party and will deliver to each other complete and unrestricted written release.

#### Article 26.

##### Arbitration

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

2. However, in the case of imposition of the penalty of forfeiture as determined in Article 21, or of controversies concerning differences, disputes or disagreements as regards the interpretation and implementation of the provisions of this Agreement which entail the penalty of forfeiture, as well as generally in cases covered by Articles 3, 4, 6, 12 and 13, the arbitration is carried out in the following manner :

The party desiring arbitration shall give the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the arbitrator appointed by it and shall invite the other party to appoint a second arbitrator. Within twenty days from receipt of such notice, the other party shall give the party desiring arbitration written notice naming the arbitrator appointed by it. If the second party fails to act within the above time limit, the second arbitrator is appointed by the President of the International Court of Justice at the Hague at the request of the party desiring arbitration. The arbitrators so appointed shall within twenty days from the communication of the appointment of the second arbitrator, select by common agreement a third arbitrator, who will be the Chairman of the Arbitration Court. In the event that the arbitrators do not agree on the selection of the third arbitrator or fail to select him within the above time limit, the third arbitrator shall be appointed by the President of International Court of Justice at the Hague on the request of the arbitrators or either of them. The arbitrators shall render their award within two months from the notification to the third arbitrator of his appointment. The above time limit may be extended by common agreement of the Greek State and the Corporation. The arbitrators are not bound by any rules of procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections, obtain the testimony of expert witnesses and take into consideration any evidence.

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

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

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

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

### Article 27.

#### Use of State Owned Property

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

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

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

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

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

### Article 28.

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

The Greek State declares hereby that no other valid rights or claims exist referring to the exploration and development of hydrocarbons within the original exploration area as defined in said Article 1. Should any such claims be brought forward the Greek State shall be obligated to safeguard the rights granted to the Corporation 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 paragraph a) of this item 2, or 2) if no such refinery has been constructed, out of the production of a new refinery which the Greek State shall

permit the Corporation to construct both for the purpose of supplying such domestic product requirements and for the purpose of exporting any refinery production in excess of such domestic product requirements.

c) It is, however, understood that the Corporation's rights as set forth in this Article 29, item 2 b) shall only arise :

(1) if the Corporation shall be the first discoverer and producer of crude oil in Greece, or (2) if the Corporation discovers and produces crude oil in Greece, but is not the first to do so, and if those who have done so relinquish or waive any rights they might have to construct a refinery.

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

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

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

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

3. All rights of the Corporation under this Article shall be exercised either by the Corporation itself or by a related or affiliated company or companies, as defined in Article 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 National Economy) within fifteen days from the signing of this Agreement a letter of guarantee of a recognised 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 of Greece at least four months prior to expiration of the valid letter of guarantee, this Agreement will

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

In case for any reason whatsoever the original amount of the above guarantee becomes less than U.S. dollars 300.000, the Corporation shall have to re-instate the guarantee in its original amount at the latest within three months from the date on which it becomes less than U.S. dollars 300.000 under the penalty stipulated in sub-item d), item 3), Article 21. Such guarantee will remain in force under the above mentioned conditions even in case that a transfer takes place in accordance with Article 23, item 1, sub-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 time limit.

#### Article 33.

##### Communications

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

a) For communications of the Corporation to the Greek State to :

Ministry of National Economy,  
General Directorate of Mines,  
Athens - Greece

b) For communications of the Greek State to SERES SHIPPING INC. to :

c/o Mr. John D. Fotopoulos,  
Counsellor at Law,  
27 Xenocratous street,  
Athens - Greece,

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

In case of revocation of the afore-mentioned Agent, the Corporation must notify such revocation and the full name and address of the new Agent for the service of 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

SERES SHIPPING INC. declares that in the event of transfer in accordance with Article 23 item 1 sub-items a), b), and c) herein to a specified entity, it shall by means of a separate letter addressed to the Greek State, in accordance with the draft made by the Greek State and the Corporation and initialled by them today, undertake the obligation, detailed herein, to render, in the event that this Agreement be ratified by Law and throughout the period of validity of said Agreement, all technical and financial assistance necessary to the attainment of the objectives of the Agreement and to the fulfilment of its obligations arising therefrom towards the Greek State and especially of such as are set out in the above-mentioned letter. This letter has to be a requirement for every transfer in accordance with Article 23, item 1, sub-items a), b), and c).

#### Article 35.

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

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

#### Article 36.

##### Cash Payments to the Greek State

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

Athens 2-2-72

For the Greek State      For SERES SHIPPING INC.  
G. PEZOPoulos            GEORGE P. LIVANOS  
Minister of National Economy                              President

WEST COAST OF MOREA

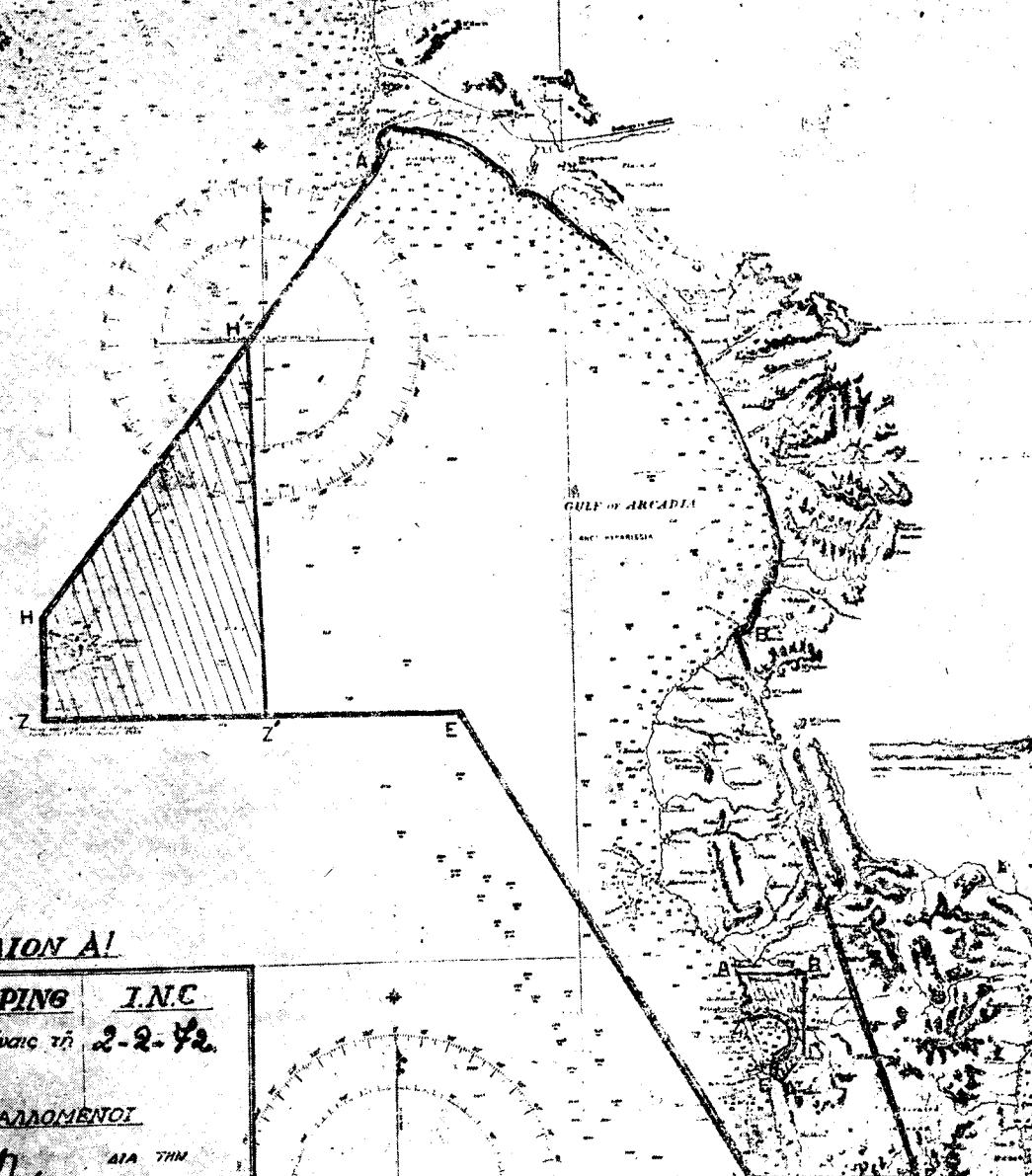
FROM EASTERN IONIAN SEA

ISLAND OF ZANTE

MAP OF THE WEST COAST OF MOREA  
AND ISLAND OF ZANTE

PIRUS

MAP OF THE WEST COAST OF MOREA  
AND ISLAND OF ZANTE



ΣΧΕΔΙΟΝ Α'

SERES SHIPPING INC.  
Εγ. Αθηνών τη 2-2-72.

ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ

AIA TO  
ΕΛΛΗΝΙΚΗ ΔΗΜΟΣΙΑ  
S. ΜΕΖΟΠΟΥΛΟΣ  
Γ. ΛΙΒΑΝΟΣ  
ΠΡΟΕΔΡΟΣ.  
ΠΟΥΡΟΣ ΕΒΝ ΟΙΚΟΝΟΜΙΑΣ  
TSARAS A. BATZIOUROS  
A. P. METZIAS  
ΕΛΛΗΝΙΚΟΣ ΚΡΑΤΟΣ

Α. Π. ΜΕΤΖΙΑΣ  
ΕΛΛΗΝΙΚΟΣ ΚΡΑΤΟΣ

**S C H E D U L E B'**  
**Costs, Expenses and Charges**

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

- a) The cost of goods purchased or services rendered.
- b) Administrative, overhead and establishment expenses, including contributions, patent costs, licencing fees and research charges.
- c) An allowance for amortization of physical assets (e.g. purchase of drill) of 20 per cent per annum and allowance for amortization of 33 1/3 per cent per annum of expenditures that do not result in the acquisition or creation of physical assets (e.g. expenditure for the drilling of wells, expenditures for geophysical research). Amortization for buildings in big towns is limited to a percentage of 5 per cent per annum and that for pipelines for the transportation of hydrocarbons to 10 per cent per annum. Any more favorable amortization percentages or other taxation incentives in force, or to be imposed or granted in the future, will not be applicable in this case, except if these apply to similar enterprises.
- d) Allowance for expenses on sale of hydrocarbons, including brokerage and selling services expenses.
- e) Losses from damage to or destruction or loss of property used, produced, manufactured, or sold, and not compensated for by insurance or otherwise, including losses arising from bad debts, claims for damages and differences in rates of exchange in converting currencies.
- f) Interest on indebtedness to be limited to two thirds (2/3) of all interest paid on all amounts of loans and other financing by the parent company or affiliated companies and/or any third parties with interest rates to be reasonable and in conformity with normal international monetary standard conditions.
- g) Remuneration and rewards for services by others whether :
  - (1) accrued or paid directly to them, or
  - (2) accrued or paid to others for their benefit through insurance pension or other plans;
- h) The remaining unrecovered costs of property disposed of or by sale, surrender, abandonment or otherwise, including the unrecovered costs of drilling wells non-productive of hydrocarbons in commercial quantities.
- i) Rents or other payments to others for or in connection with the use of any property belonging to others such as land, building, machinery, equipment, etc. (or in connection with their use) amortization as foreseen by item 4), of the present Schedule B.
- j) Net losses from operations, as permitted by item 6) of Article 10 of the Agreement.
- k) The Stremmatikos payment provided for in, Article 8 of this Agreement, during those periods prior to the first period in which net income is realized by the concessionaire.
- l) Exploration expenses and intangible drilling expenses, (as defined in item 3 of this Schedule) that are elected to be deducted currently, as permitted by item 2 of this Schedule.

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

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

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

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

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

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

Athens, 2-2-72

**The Contracting Parties**

For the Greek State	For SERES SHIPPING INC.
G. Pezopoulos	George P. Livanos
Minister of National Economy	President



# Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

"Η έτησία συνδρομή τής 'Εφημερίδος τής Κυβερνήσεως, ή τιμή τῶν τμηματικῶν πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ 'Εφημερίδι τής Κυβερνήσεως, καθώρισθησαν ἀπό 1ης Ιανουαρίου 1973 ὧς κάτωθι:

## A.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διά τὸ Τεῦχος Α'	Δραχ.	400
2. > > > Β'	>	400
3. > > > Γ'	>	300
4. > > > Δ'	>	700
5. > > > Πράξεις Νομικῶν Προσώπων Δ.Δ. κλ.π.	>	300
6. > > Παράρτημα	>	200
7. > > Δελτίον 'Ανωνύμων 'Εταιρειῶν κλ.π.	>	1.500
8. > > Δελτίον 'Εμπορικῆς καὶ Βιομηχανικῆς 'Ιδιοκτησίας	>	200
9. Δι' διπλατά τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	3.500

Οι Δῆμοι καὶ οἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ δημιουργικό συνδρομόν.

"Υπέρ τοῦ Ταμείου 'Αλληλοβοηθείας Προσωπικού τοῦ 'Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) διαλογούσην τὰ ἔξις ποσά:

1. Διά τὸ Τεῦχος Α'	Δραχ.	20
2. > > > Β'	>	20
3. > > > Γ'	>	15
4. > > > Δ'	>	35
5. > > > Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κλ.π.	>	15
6. > > Παράρτημα	>	10
7. > > Δελτίον 'Ανωνύμων 'Εταιρειῶν	>	75
8. > > Δελτίον 'Εμπ. καὶ Βιομ. 'Ιδιοκτησίας	>	10
9. Δι' διπλατά τὰ τεύχη	>	175

## B.' ΤΙΜΗ ΦΥΛΛΩΝ

"Έκαστον φύλλον, μέχρις 8 σελίδων, τιμάται δραχ. 2, ἀπό 9 ἕως 40 σελ. δραχ. 5, ἀπό 41 ἕως 80 σελ. δραχ. 10, ἀπό 81 σελ.  
καὶ ἄνω ἡ τιμὴ πωλήσεως ἑκάστου φύλλου προσαυξάνεται κατὰ δραχ. 10 ἀνὰ 80 σελίδας.

## C.' ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον 'Ανωνύμων 'Εταιρειῶν καὶ  
'Εταιρειῶν Περιωρισμένης Εὐθύνης:

### A.' Δημοσιεύματα 'Ανωνύμων 'Εταιρειῶν

1. Τῶν δικαιοτικῶν πράξεων .....	Δραχ.	200
2. Τῶν καταστατικῶν 'Ανωνύμων 'Εταιρειῶν ..	>	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν 'Ανωνύμων 'Εταιρειῶν .....	>	1.000
4. Τῶν διακοπώσεων καὶ προσκλήσεων εἰς γενικά συνελεύσεις, τῶν κατὰ τὸ δρόμου 32 τοῦ Ν. 3221/24 γνωστοποιήσεων, ὅς καὶ τῶν διακοπώσεων τῶν προβλεπομένων ὑπὸ τοῦ δρόμου 59 παρ. 3 τοῦ Ν.Δ. 400/70 περὶ 'Αλληλοδιπών 'Ασφαλιστικῶν 'Εταιρειῶν .....	>	500
5. Τῶν διακοπώσεων τῶν ὑπὸ διάλυσης 'Ανωνύμων 'Εταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	>	100
6. Τῶν ισολογισμῶν τῶν 'Ανωνύμων 'Εταιρειῶν.	>	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν 'Εταιρειῶν .....	>	500
8. Τῶν διποφάσεων περὶ ἔγκρισεως τιμολογίων τῶν 'Ασφαλιστικῶν 'Εταιρειῶν .....	>	300
9. Τῶν ψυχριγκῶν διποφάσεων περὶ παροχῆς διδέας ἐπεκτάσεως τῶν ἔργασιών 'Ασφαλιστικῶν 'Εταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων .....	>	2.000
10. Τῶν περὶ παροχῆς πληρεξουσίτητος πρὸς ἀντιπροσώπουςτιν ἐν 'Ελλάδι ὀλλοδιπών 'Εταιρειῶν, ὡς καὶ τῶν διποφάσεων περὶ μεταβιβάσεως τοῦ χαρτοφυλακίου 'Ασφαλιστικῶν 'Εταιρειῶν κατὰ τὸ δρόμου 59 παρ. 1 τοῦ Ν.Δ. 400/70 .....	>	1.000
11. Τῶν διποφάσεων περὶ συγχωνεύσεως 'Ανωνύμων 'Εταιρειῶν .....	>	5.000

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

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεῖα ἔναντι ἀποδεικτικοῦ εἰσπράξεως, διπερ, μερίμη τοῦ ἐνδιαφερομένου, διποστέλλεται εἰς τὴν 'Υπηρεσίαν τοῦ 'Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ δύνανται εἰς διποστέλλονται καὶ εἰς ἀνάλογον συνάλλαγμα δὲ τὴν δημοσιεύσην εἰς τὸ Δελτίον 'Ανωνύμων 'Εταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης.

3. 'Η καταβολὴ τοῦ ὑπέρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν διακοπώρων συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν 'Αθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα 'Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιποῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, διπερ διποδίζεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δριζόμενα διά τῶν ὑπὸ δριθ. 192378/3639 τοῦ ἔτους 1947 (ΡΟΝΕΟ 185) καὶ 178048/531/7.6.5 (ΡΟΝΕΟ 139) ἐγκυλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. 'Ἐπι συνδρομῶν ἐσωτερικοῦ διποστέλλονται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπέρ τοῦ ΤΑΠΕΤ ποσοστόν.

**Ο ΠΡΟ-ΙΣΤΑΜΕΝΟΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε.Τ.  
Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ**