



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗ<sup>η</sup> 28 ΣΕΠΤΕΜΒΡΙΟΥ 1973

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
**247**

## ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 172

Ηερὶ κινδώσεως τῆς ἀπὸ 30 Ὁκτωβρίου 1972 ἐν Ἀθήναις ὑπογραφέσης Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν TULSA τῆς OKLAHOMA τῶν H.P.L. ἐδρευούσης Ἐταιρείας L.V.O. CORPORATION περὶ παραχωρήσεως εἰς αὐτὴν δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν τοῦ Κεντρικοῦ Αἰγαίου.

### Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

Προτάσει τοῦ Ἡμετέρου Υπουργικοῦ Συμβουλίου, ἀπεργασίαμεν καὶ διατάσσομεν :

#### ”Αρθρον 1.

Κυροῦται καὶ κτᾶται ἵσχυν νόμου ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν Tulsa τῆς Oklahoma τῶν H.P.L. ἐδρευούσης Ἐταιρείας ὑπὸ τὴν ἐπωνυμίαν L. V. O. Corporation, ὑπογραφεῖσα ἐν Ἀθήναις τῇ 30 Ὁκτωβρίου 1972 Σύμβασις, περὶ παραχωρήσεως εἰς αὐτὴν δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν Κεντρικοῦ Αἰγαίου, ὡς αὗτη καθορίζεται ἐν ἄρθρῳ 1 τῆς κυρουμένης Συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτῃ σχεδιαγράμματι ὡς «Σχέδιον Α» ἐξ ἔθρων 38 καὶ πίνακος ὑπὸ τίτλον «Πίνακος Β' Κόστος - Εξόδα - Βάρη», ὃν τὸ κείμενον ἔν τε τῇ Ἑλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ ἔχει ὡς ἀκολούθως.

#### ”Αρθρον 2.

Ἡ ἵσχυς τοῦ παρόντος ἀρχεται ἀπὸ τῆς δημοσιεύσεως τοῦ διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 21 Σεπτεμβρίου 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. ΠΑΠΑΔΟΠΟΥΛΟΣ, ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΥ, ΦΑΙΔΩΝ ΑΝΝΙΝΟΣ—ΚΑΒΑΛΙΕΡΑΤΟΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΚΩΝΣΤ. ΚΑΡΤΔΑΣ, ΙΩΑΝ. ΚΟΤΛΗΣ, ΚΩΝΣΤ. ΠΑΝΑΓΙΩΤΑΚΗΣ, ΝΙΚ. ΓΚΑΝΤΩΝΑΣ, ΙΩΑΝ. ΔΑΔΑΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΟΡ. ΓΙΑΚΑΣ, ΒΑΣ. ΤΣΟΤΜΠΑΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους οφραγής.

Ἐν Ἀθήναις τῇ 22 Σεπτεμβρίου 1973

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ  
**ΙΩΑΝΝΗΣ ΑΓΑΘΑΓΓΕΛΟΥ**

## ΣΥΜΒΑΣΙΣ

Ηερὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν Κεντρικοῦ Αἰγαίου.

## ΠΡΟΟΙΜΙΟΝ

Δοθέντος ὅτι ἐν συνεχείᾳ τῆς ἀπὸ 25ης Ιανουαρίου 1972 ἐπιστολῆς τῆς Ἐταιρείας L. V. O. Corporation πρὸς τὸ ὑπουργεῖον Ἑθνικῆς Οἰκονομίας τοῦ Βασιλείου τῆς Ἑλλάδος, προκαταρκτικὰ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις, μεταξὺ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης Ἐταιρείας L. V. O. Corporation σχετικῶς μὲ τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δοθέντος ὅτι διὰ τῶν ἀνωτέρω διαπραγματεύσεων ἐτέθησαν οἱ βασικοὶ ὅροι συναμοιλογηθούμενης συμβάσεως ἀπ' εὐθείας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ρηθείσης Ἐταιρείας L. V. O. Corporation βάσει τῶν δικτάζεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων» καὶ κυρωθησούμενης διὰ Νόμου, καὶ

Δοθέντος ὅτι συνεφωνήθη ὅτι τοιωτῇ ἀπ' εὐθείας σύμβασις, κυρωθησούμενη διὰ Νόμου θὰ κατηρτίζετο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς L. V. O. Corporation Ἐταιρείας συσταθείσης κατὰ τοὺς Νόμους τῆς Πολιτείας Delaware τῶν H.P.L. καὶ ἐδρευούσης εἰς Tulsa Oklahoma U.S.A. τῶν κυρίων γραφείων αὐτῆς ἐνρισκομένων εἰς Tulsa ἐπὶ τῆς λεωφόρου Bostwick 550.

## ΔΙΑ ΤΑΞΙΔΑ

### ΜΕΤΑΞΥ :

1. Τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς τὸ «Ἑλληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ ὑπουργοῦ Ἑθνικῆς Οἰκονομίας καὶ

2. Τῆς Ἐταιρείας L. V. O. Corporation ἀποκαλουμένης ἐν τοῖς ἐφεξῆς ἡ «Ἐταιρεία» ή ἡ «Μισθώτρια» ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδίκου ἐκπροσώπου αὐτῆς E. J. Athens ἐνεργούντος βάσει εἰδίκου πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἐταιρείας ὑπὸ ημερομηνίαν 7 Φεβρουαρίου 1972, ὃδε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

Ἡ παρόντος Σύμβασις κατηρτίζηται μετὰ σύμφωνον γράμμη τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω ὅρους καὶ συμφωνίας :

#### ”Αρθρον 1.

Αρχικὴ Ἐρευνητικὴ Περιοχή.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἐταιρείαν θαλασσίαν μόνην περιοχὴν ἐκτάσεως περίπου 4.500 τετραγωνικῶν χιλιομέτρων προσδιοριζομένην καθ' ὅρια δι-

έρυθρας γραμμής ἐν τῷ ἐπισυναπτομένῳ τῇ παρούσῃ συμβάσει ὑπὸ ἀριθ. 11 χάρτη ὑπὸ κλίμακα 1 : 1.000.000 τῆς Γδρογραφικῆς Ὑπηρεσίας τοῦ Ε. Ν. εἰς Γεωγραφικὸν Πλάτος 38,00 Β ἐκδοθέντος τὸ ἔτος 1922 καὶ τροποποιηθέντος μέχρι καὶ τοῦ ἔτους 1971, ἀποκαλουμένου τοῦ λοιποῦ ἐν τῇ παρούσῃ συμβάσει ΣΧΕΔΙΟΝ «Α», ὅπερ ὑπογράφεται ὑπὸ ἀμφοτέρων τῶν συμβαλλομένων μερῶν καὶ ἀποτελεῖ ἀναπόσπαστον μέρος τῆς παρούσης συμβάσεως.

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

Ἄπὸ τοῦ σημείου Α' ἔχοντος γεωγραφικὸν πλάτος 38°48'00" Βόρειον καὶ γεωγραφικὸν μῆκος 25°07'42" Ἀνατολικὸν εἰς σημεῖον Β' ἔχον γεωγρ. πλάτος 39°24'00" Βόρειον καὶ γεωγρ. μῆκος 25°07'42" Ἀνατολικὸν ἐκεῖθεν εἰς σημεῖον Γ' ἔχον γεωγρ. πλάτος 39°24'00" Βόρειον καὶ γεωγρ. μῆκος 25°50'30" Ἀνατολ., ἐκεῖθεν εἰς σημεῖον Δ' ἔχον γεωγρ. πλάτος 38°48'00" Βόρειον καὶ γεωγρ. μῆκος 25°50'30" Ἀνατολικὸν καὶ ἐκεῖθεν εἰς ἀρχικὸν σημεῖον Α'.

Ἄρθρον 2.

Δικαίωμα ἀνανεώσεως καὶ περιορισμῶν  
τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. Ἡ ὡς ἀνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν Ἐταιρείαν διὰ περίοδον τριών (3) ἑτῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος 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 ἐπιστρέφομενοι οὕτω χῶροι θὰ ἔχουν ἔκτασιν ἵσην πρὸς τὰ 25% τούλαχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.

3. 'Ἐφ' ὅσον ἡ Ἐταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν ἀνωτέρω τριετίαν, ὡς ἐν ἀρθροῖς 3 καὶ 4 τῆς παρούσης Συμβάσεως δρίζεται, καὶ προέβη εἰς τὰς ἐν τῇ ἀνωτέρω παρ. 2 ὑποχρεώσεις τῆς ἐπιστροφῆς, ὁ εἰς τὴν Ἐταιρείαν παραμένων χῶρος κρατεῖται παρ' αὐτῆς κατὰ πλῆρες δικαίωμα δὲ' ἐτέρων περίοδον 2 ἑτῶν (περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 3ου μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως).

4. 'Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἐταιρείας ὑδρογονάνκες εἰς ποσότητας ἔξασφαλιζούσας εἰς τὴν Ἐταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην τῆς, ἐκμεταλλευσιν καὶ δὲν ὑπεβλήθῃ ὡς ἐκ τούτου παρὰ τῆς Ἐταιρείας αἴτησις παραχωρητηρίου, συμφώνως τῷ ἀρθρῷ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως τούτου, κατὰ τὰ ἐν ἀρθρῷ 21 παράγρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς δρίζομενα, πᾶς χῶρος κατεχόμενος παρὰ τῆς Ἐταιρείας κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης Συμβάσεως, θὰ ἐπιστρέψεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παρούσα συμφωνία θὰ θεωρηται λήξασα.

5. 'Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε ἑτη ἰσχύος τῆς παρούσης Συμβάσεως ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἀρθρῷ 21 παρ. 8 β) σχετικῶς δρίζομενα, ἡ Ἐταιρεία ἀνακαλύψῃ ὑδρογονάνκακας εἰς οἰονδήποτε σημεῖον τῆς τότε κατεχομένης παρ' αὐτῆς ἐρευνητικῆς περιοχῆς εἰς ποσότητας ἔξασφαλιζούσας κατὰ τὴν κρίσιν τῆς Ἐταιρείας, τὴν δυνατότητα οἰκονομικῶς συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὐτῆς ἐπιλέξῃ παραχώρησιν πρὸς ἐκμεταλλευσιν κατὰ τὰ ἐν ἀρθρῷ 5 παρ. 1 καὶ 2 δρίζομενα, τότε :

α) "Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως ἡ τῆς τυχὸν αὐτοδικαίας παρατάσεως αὐτῆς κατὰ τὰ ἐν ἀρθρῷ 21 παράγρ. 8 β) τῆς παρούσης Συμβάσεως σχετικῶς δρίζομενα, ἡ Ἐταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὑποίας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους ἰσχύος τῆς παρούσης Συμβάσεως ἡ τῆς τυχὸν ὡς ἀναπάτασεως αὐτῆς. Αἱ περιοχαὶ αἱ ὑποίαι θὰ ἐπιστραφοῦν θὰ είναι 50% τούλαχιστον τῆς ἀρχικῆς περιοχῆς.

β) Ἡ Ἐταιρεία θὰ δικαιοῦται μετὰ τὸ πέρας τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν ἰσχύος τῆς ὡς δικαιούσας περιοχὰς, ἀς ἔχει ἡ Ἐταιρεία μετὰ τὰς ἐπιλεγέταις πρὸς ἐπιστροφὴν περιοχὰς κατὰ τὰ ἐν τῷ ἀνωτέρῳ ἐδάχθισί της αἱ δριγογονάνθρακες καὶ ἐπελέγησαν ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὡς αὕτη θὰ ἔχῃ τυχὸν περιορισθῆ, κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος ἀρθρου σχετικῶς δρίζομενα, καὶ ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραχωράφου δρους, τὸ σύνολον τῶν ἐρευνητικῶν γύρων οὓς δύναται νὰ κατέχῃ ἡ Ἐταιρεία, βάσει τῆς παρούσης παρ. 5, θὰ ισοῦται πρὸς τὰ 25% τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου, μεῖον τῶν τυχὸν ἐπιστραφέντων ἔκουσίων, πρὸ τῆς παρελεύσεως τῶν 5 ἑτῶν, χώρων, ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, καὶ μεῖον τῶν περιοχῶν διὰ τὰς ὑποίας ἡ Ἐταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἔτους καὶ τῆς τυχὸν αὐτοδικαίας κατὰ τὰ ἀναπάτασεως αὐτοῦ, παραχωρήσεις πρὸς ἐκμεταλλευσιν.

6. Ἡ ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2 καὶ 5, ὡς ἀνω, θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἐταιρείας, αἱ δὲ ἐπιστραφόμεναι ἔκτασεις δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν δρόνον διὰ τὴν ἐκαστος τῶν ἐπιστραφομένων κεχωρισμένων χώρων δὲν θὰ είναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

Οσάκις ἡ Ἐταιρεία ἐπιλέγει τοὺς ἐπιστραφομένους χώρους θὰ ὑποβάλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1 : 10.000 ἐμφαίνοντα τὰς ἐπιστραφομένας καὶ παρακρατούμενας περιοχάς.

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

Ἄρθρον 3.

Ὑποχρεώσεις Ἐπενδύσεως τῆς Ἐταιρείας.

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

Δολλ. Η.Π.Λ.

1ον ἔτος : Σεισμικὴ θαλασσία ἐρευνα καὶ πᾶς ἔτερος τύπος γεωλογικῆς καὶ γεωφυσικῆς ἐργασίας ἀναγκαίας διὰ τὴν ἐκτέλεσιν τοῦ ἔργου ἀναγνωρίσεως τοῦ πάχους τῶν τομῶν, ἀνομοιογενείας καὶ γενικοῦ μεγέθους καὶ θέσεως τῶν κυρίων τεκτονικῶν ἀνωμαλιῶν ..... 100.000

2ον ἔτος : Σεισμικὴ θαλασσία ἐρευνα καὶ πᾶς ἔτερος τύπος γεωλογικῆς καὶ γεωφυσικῆς ἐργασίας ἀναγκαίας διὰ τὴν ἐκτέλεσιν τοῦ ἔργου πρὸς προσδιοισμὸν τοῦ πάχους τῶν τομῶν, ἀνομοιογενείων καὶ γενικοῦ μεγέθους καὶ θέσεως τῶν κυρίων τεκτονικῶν ἀνωμαλιῶν ..... 200.000  
Δολλ. Η.Π.Λ. δύναται νὰ διατεθῇ δι' ἀμφοτέρως τὰς ἐργασίας εἴτε γεωλογικάς - γεωφυσικάς, εἴτε γεώτρησις κατὰ τὴν κρίσιν τῆς Ἐταιρείας.

3ου έτος : Θαλασσία βαθεία γεώτρησις εις  
βάθος 2.650 μ. διὰ προσφόρου γεω-  
τρυπάνου καὶ ἐπὶ πλέον τυχὸν ἔτε-  
ραι γεωφυσικαὶ ἐργασίαι ἐφ' ὃσον  
ἀπαιτηθοῦν κατὰ τὴν κρίσιν τῆς  
Ἐπαιρείας ..... 1.000.000

4ον έτος : Θαλασσία βαθεῖα γεώτρησις εἰς  
βάθος 2.650 μ. διὰ προσφόρου γεω-  
τρυπάνου καὶ ἐπὶ πλέον τυχὸν ἔτε-  
ραι γεωφυσικαὶ ἔργασίαι ἐφ' ὅσον  
ἀπαιτηθοῦν κατὰ τὴν κρίσιν τῆς  
Ἐπαιρείας . . . . . 1.000.000

ίνα έτος : Θαλασσία βαθεῖα γεώτρησις εἰς  
βάθος 2.650 μ. διὰ προσφόρου γεω-  
τρυπάνου καὶ ἐπὶ πλέον τυχὸν ἔτε-  
ραι γεωφυσικαὶ ἐργασίαι ἐφ' ὅσον  
ἀπαιτηθοῦν κατὰ τὴν χρίσιν τῆς  
Ἐπαιρείας ..... 1.000.000

**Σύνολον . . . . . 3.300.000**

2. Υπὸ τὴν προϋπόθεσιν τῆς καταθέσεως τῆς ὑπὸ τοῦ χρόνου 30 τῆς παρούσης συμβάσεως δριζομένης ἐγγυήσεως ἡ Ἐπαιρεία δύναται ἀπὸ τῆς ὑπογραφῆς ταύτης καὶ πρὸ τῆς κυρώσεώς της διὰ Νόμου νὰ ποιήσηται ἔναρξιν τῶν ἐρευνητικῶν ἐργασιῶν, τῶν δριζομένων ὑπὸ τῆς προηγουμένης παραγράφου καὶ ἀναφερομένων εἰς τὰς ὑποχρεώσεις κατῆς τοῦ πρώτου ἔτους. Ἐν τῇ περιπτώσει ταύτη τὰ ἐπενδύμενα ποσὰ φέρονται εἰς πίστωσιν τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ πρώτου ἔτους.

Ἐὰν ἐξ οἰουδήποτε λόγου δὲν ἥθελε κυρωθῆ ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας ἡ παροῦσα σύμβασις ἢ δὲν ἥθελε δημοσιευθῆ εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως ἢ κατὰ τὴν κύρωσιν ταύτης, ἥθελον ἐπέλθει τριποποιήσεις ὅρων ἔνεκα τῶν ὅποιών ἡ Ἐταιρεία θά ἐδικαιεῖτο ν' ἀποστῇ ὄλογερῶς ἐκ τῆς ἐν λόγῳ συμβάσεως, κατὰ τὸ ἔρθρον 32 αὐτῆς, τὸ Ἐληνικὸν Δημόσιον οὐδεμίαν ύποχρέωσιν ἀναλαμβάνει καὶ οὐδεμίαν εὐθύνην φέρει πρὸς ἀπόδοσιν τῶν, κατ' ἐφαρμογὴν τῆς παρούσης παραγράφου, ἐπενδύθησο μένων ποσῶν.

3. Καθ' δλην τὴν διάρκειαν τῆς ἴσχυός της παρούσης συμβάσεως ἡ Ἐταιρεία, διποτεδήποτε, ἔχει τὸ δικαίωμα νὰ καταγγείλῃ τὴν παροῦσαν ἀξιμίως ἀνέυ ἐτέρας ὑποχρεύσεως πλὴν τῆς ἐκπληρώσεως τῶν ὑποχρεώσεών της τῶν ἀναφερομένων εἰς τὸ ἔτος ἐντὸς τοῦ διποτεδήποτε πραγματοποιεῖται ἡ καταγγελία αὔτη.

4. Ἐάν ἡ Ἑταρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἀρθρῷ 2 παρ. 5 ἐκτίθεται, θὰ δυοχρεοῦται νὰ ἐπενδύσῃ, τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργασίας, οὓς παραχρατεῖ μετά τὸ πέρας τοῦ 5ου ἔτους ἀπὸ τῆς ήμερο-μηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

Κατὰ τετρ. Χιλ/τρον  
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,<br>(ἥτις μετὰ τὸ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς<br>ἰσχύος τῆς παρούσης Συμβάσεως)  | 3.000 |
| 5. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἐταιρείας κατὰ<br>τὰς ἔργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως βάσει ἡς<br>παρούσης συμβάσεως, κατὰ τὴν ἀρχικὴν τριετῆ περίοδον<br>καὶ τὴν ἐπομένην ἀνανεούμενην τοιαύτην, ὡς ἀναφέρεται<br>κατὰ ἐν τῷ ἀνωτέρῳ ἀρθρῷ 2 παρ. 3, ἐπὶ πλέον τῶν ὑπο-<br>χρεώσεών της δι' ἐπένδυσιν δι' ἔκαστον τῶν ἔτῶν τούτων,<br>ἢ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἐπο-<br>μένου ἀνανεωτικοῦ ἔτους ή ἔτῶν. |       |
| Ηα  |       |

Πάντα ποσὸν ἐπενδύμενον παρὰ τῆς Ἐταιρείας κατὰ τὰς ἔρευνητικάς της ἔργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἰονδήποτε τῶν τοιετῶν περιόδων τῶν ἀναφερομέ-

νων εἰς τὴν παρ. 4 τοῦ παρόντος ἀρθρου ὑπερβαῖνον τὰς ρητῶς ἐν αὐτῇ κατονομαζομένας ἐπενδύσεις, διὰ τὴν περὶ οὓς πρόκειται ἐκάστοτε περίοδον θάττα πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας της, τῆς ἐπομένης ή τῶν ἐποιμένων τριετῶν περιόδων.

β) Έαν ή 'Εταιρεία δὲν ἔχῃ ἐπενδύσει δι' ἐρευνητικὰς ἔργασιάς κατὰ τὸ τέλος ἑνὸς ἔτους, περὶ ὧν ή παρ. 1 τοῦ παρόντος όρθου, η̄ μιᾶς τῶν περιόδων περὶ ὧν ή παράγραφος 4 τοῦ παρόντος όρθου διαφρουσάν εἰς τὴν περίπτωσιν ταύτην τῶν ἔργασιῶν ἐκμεταλλεύσεως, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν εἰς ὃ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ πιστώσεις περὶ ὧν τὸ ἐδάφιον α) ἀνωτέρω, ή 'Εταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰναδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος η̄ τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὸ ἕδιον ἔτος η̄ περιόδου ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοιχοῦ περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωροῦνται διτὶ ἀποτελοῦν πλήρη συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχην χρονικὴν περίοδον.

γ) Έάν ή 'Εταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος τῶν 4ου ή 5ου ἑταῖρων τῶν περὶ δύν ή παρ. 1 τοῦ παρόντος ἄρθρου ἐρευνή: Ιδών ἐργασιῶν, τὰ κατὰ τὴν παράγραφον ταύτην ἀντιστοιχοῦντα εἰς ἔκαστον τῶν ἑταῖρων τούτων ὑποχρεωτικὰ ποσά, εἰς ἢ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ τυχὸν πιστώσεις τῶν ἐν ἀδαφίῳ α) ἀνωτέρω, καίτοι ή 'Εταιρεία θὰ ἔχῃ συμμαρφωθῆ ἐις τὰς ἀντιστοιχούσας δι' ἔκαστον τῶν ἑταῖρων τούτων συμβατικάς τῆς ὑποχρεώσεις, ή 'Εταιρεία θὰ δικαιοῦται νὰ δαπανήσῃ τὴν διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ περὶ οὐ πρόκειται ἔτος καὶ τοῦ πρόγymατος ἐπενδύθεντος κατὰ τὸ ἔτος τοῦτο ποσοῦ διὰ τὴν ἀνόρουξιν προσθέτου ἐρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν παρ. 1 δρίζομένων τριῶν), ητίς δέον νὰ ἔχῃ συμπληρωθῆ μέγρι τοῦ τέλους τοῦ 5ου ἔτους τῶν ἐρευνητικῶν ἐργασιῶν. Υπὸ τὸν δρόν τῆς προηγουμενῆς συμφωνίας μετὰ τοῦ 'Ελληνικοῦ Δημοσίου ή περὶ ής ἄνω διαφορὰ θὰ δύναται νὰ ἐπενδύθῃ ὑπὸ τῆς 'Εταιρείας ἐν ὅλῳ ή ἐν μέρει, καὶ διὰ τὴν διεξαγωγὴν συμπληρωματικῶν σεισμικῶν καὶ γεωφυσικῶν ἐρευνῶν καὶ ἀναγνωρίσεων.

'Εὰν κατὰ τὸ τέλος τοῦ 5ου ἔτους ἡ τῆς τυχὸν παρατάσσεως αὐτοῦ κατὰ τὰ ἐν ἄρθρῳ 21 παραγγ. 8 συχετικῶς ὀριζόμενα, τῶν περὶ ὅν ἡ παρ. 1 τοῦ παρόντος ἄρθρου ἐρευνητικῶν ἐργασιῶν, ἡ ἀνωτέρω διαφορὰ δὲν ἔχει ἐπενδυθῆ ἐν δλῷ ἢ ἐν μέρει ὡς ἐν τῷ παρόντι ἐδαφίῳ γ) ὥριζεται, τὸ παραμένον ἀδιάθετον ὑπόλοιπον ταύτης θά καταβάλλεται τοῖς μετρητοῖς ὑπὸ τῆς 'Εταιρείας εἰς τὸ 'Ελληνικὸν Δημόσιον. 'Η καταβολὴ αὐτῇ θά ἐνεργῆται ἐντὸς τριμήνου ἀπὸ τῆς λήξεως τοῦ 5ου ἔτους ἡ τῆς τυχὸν κατὰ τὸ ἄρθρον 21 παρ. 8 παρατάσσεως αὐτοῦ καὶ θά θεωρῆται ὅτι ἀποτελεῖ πλήρη συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ὑπογραφασιες τῆς ἐπενδύσεως τῶν 4ou καὶ 5ou ἐτῶν τῆς περιόδου τῶν ἐρευνητικῶν ἐργασιῶν.

6. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρόν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ ἡς Ἐταιρείας, εἴτε ἐντός, εἴτε καὶ ἔκτος ἡς Ἐλλάδος, οἰασθήσοτε φύσεως, καταβληθεῖσαν ἢ διευλογένην παρὰ τῆς Ἐταιρείας κατά καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της, βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶν τῶν δαπανῶν δργανώσεως, τῶν ἔξόδων διοικήσεως καὶ γενικῶν ἔξόδων, ἀμοιβῶν δ' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἔξαιρέσει τῶν ὑπὸ ἐδάφιον γ) κατωτέρω ἀναφερομένων) ὑπὸ τὸν ἔρων ἐν τούτοις διὰ ἐκ τῶν δαπανῶν δργανώσεως καὶ τῶν ἔξόδων διοικήσεως καὶ τῶν γενικῶν ἔξόδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἐταιρείας τῶν ἀναφερομένων

έν παρ. 1 τοῦ παρόντος ἀρθρου, διὰ τὰς ἀντιστοίχους περιόδους.

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

"Ἐξοδα διοικήσεως θὰ θεωρῶνται ἀπασαὶ αἱ δαπάναι τῶν γραφείων τῆς Ἐταιρείας ἐν Tulsa, ὡς καὶ δαπάναι χρεούμεναι ἡ ἐνεργηθεῖσαι παρὰ τῆς Ἐταιρείας καὶ ἡ ὑπὸ ἔλεγχομένων ἡ συγγενῶν Ἐταιρειῶν τῆς μητρὸς Ἐταιρείας, διὰ διεργομένας 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 ἀπάσας τὰς δαπάνας τὰς ἀναφερομένας εἰς τὴν συντήρησιν τῶν γραφείων τούτων ὡς π.χ. φωτισμός, θέρμανσις, τηλέφωνον κλπ.

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

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

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

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

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

γ) Ἐὰν ἡ Ἐταιρεία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (Rigs) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φέρουσιν εἰς βάθος ὡς ὅριζεται ἐν ἀρθρῷ 4 παραγράφῳ 4, ἡ Ἐταιρεία, θὰ δικαιούται νὰ πιστώνῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἀρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20% τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα), ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιούντος τύπου γεωτρυπάνου, δι' ἕκαστον ἡμερολογιακὸν ἔτοις, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐχρησιμοποιήθη τὸ πρῶτον ἐν Ἑλλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Ἐὰν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιοῦνται δι' ἐργολάβου ἢ διὰ γεωτρυπάνου ἐκμισθωθέντος τῆς Ἐταιρείᾳ ὑπὸ μετ' αὐτῆς συνεργαζομένου ἡ τρίτου, τότε διόλκηρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἢ διόλκηρον τὸ μίσθωμα θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλοίου, διάκις γίνονται καταβολαὶ εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἡ τοὺς τρίτους.

#### ”Ἀρθρον 4.

”Γιπογρεώσεις ἐργασίας - ”Ἐρευναι.

1. Η Ἐταιρεία ὑποχρεοῦται νὰ ποιήσῃτε ἔναρξιν γεωλογικῶν ἡ γεωφυσικῶν ἐργασιῶν εἰς τὴν Ἐρευνητέαν αὐτῆς περιοχὴν ἐντὸς τριῶν μηνῶν τὸ βραδύτερον ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, ἀπασαὶ δὲ ἡ Ἐρευνητέα περιοχὴ θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῆ γεωλογικῶς ἡ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως πρὸς τὸν πρωταρχικὸν σκοπὸν διὰ τὸν διαδικτυακὸν πρόσθιον τῆς παρούσης τοῦ παρόντος προτελεσθῆσαι πρὸτερανικῶς.

2. Τὸ τὴν ἐπιφύλαξιν τῆς παραγράφου 1 τοῦ ”Ἀρθρου 3 τῆς παρούσης, ἐν βαθὺ ἐρευνητικὸν φρέαρ θὰ ἐκτελεσθῇ

καὶ περιττωθῇ 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 Ἐταιρεία ὑποχρεοῦται ὅπως ἐκτελέσῃ τὰς ὑπὸ τῆς παραγράφου 1 τοῦ ”Ἀρθρου 3 προβλεπομένας εἰς ἀριθμὸν βαθείας ἐρευνητικὰς γεωτρήσεις.

4. Αἱ πραναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φέρῃ εἰς βάθος 4.000 τουλάχιστον μέτρων, ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν ὅτι οἱ γεωλογικοὶ σηματισμοὶ οἱ ὅποιοι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἴκανότητος.

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

6. Εάν συμπληρωθοῦν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἐν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἐπομένου ἔτους ἡ τῶν ἐπομένων ἔτῶν.

7. Ως βαθεῖα γεωτρησις νοεῖται γεώτρησις βάθους οὐγὶ μικροτέρου τῶν 2.650 μέτρων, μετρουμένου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου. Πρὸς τὸν σκοπὸν ἐν τούτοις τῆς ἐφαρμογῆς τοῦ παρόντος ἀρθρου, ὡς βαθεῖα ἐρευνητικαὶ γεωτρήσεις θὰ νοοῦνται καὶ αἱ ἀκόλουθοι τοιαῦται :

α) Οἰαδήποτε γεωτρησις καθ' ἣν ἀνεκαλύφθησαν ὑδρογενάνθρακες εἰς βάθος 2.650 μ., εἰς ποσότητας, αἱ ὅποιαι κατὰ τὴν κρίσιν τῆς Ἐταιρείας ἔξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἐταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία προέβη εἰς τὰς ἐν ἀρθρῷ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οἰαδήποτε γεωτρησις, καθ' ἣν τὸ γρανιτικὸν ἡ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἰονδήποτε βάθος μεταξὺ 750 καὶ 2.650 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἡ γρανιτικὸν ὑπόβαθρον συνηντήθη εἰς οἰονδήποτε βάθος πρὸς τὸ τὸ φρέαρ φθάση τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρήται γεωτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 2.650 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογενάνθρακων ὡς ὑπὸ ἐδάφιον α) ἀνωτέρω προβλέπεται, ἡ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἡ γρανιτικοῦ τούτου ὑπόβαθρου εἰς οἰονδήποτε βάθος ἡ μέχρις ὅτου συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἥθελε προκύψει ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησις διὰ τὴν ὑποίαν τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνοῦνται δὲν δικαιολογεῖται περαιτέρω γεωτρησις. ’Εφ' ὅσον ἡ συμφωνία αὐτὴ ἥθελε συνομολογηθῆ πρὸς ἡ ἡ γεώτρησις φθάση τὸ βάθος τῶν 750 μέτρων, τότε ἡ γεώτρησις αὐτὴ δὲν θὰ θεωρήται βαθεῖα γεώτρησις καὶ ἡ Ἐταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 2.650 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογενάνθρακων ἐν αὐτῷ ὡς ὑπὸ ἐδάφιον α) ἡς ἄνω ὅριζεται, ἡ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἡ κρυσταλλικοῦ ὑπόβαθρου, εἰς οἰονδήποτε βάθος τούτου, ἡ μέχρις ὅτου τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συμφωνήσουν δὲν περαιτέρω γεωτρησις δὲν δικαιολογεῖται 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 γεωτρησιῶν τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὰ μέτρα γεωτρησιῶν τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ είναι ἔλασσον τῶν 2.650 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν προηγουμένη φράσει προϋπόθεσιν, ἐντὸς τῶν καθορισμένων χρονικῶν δρίων, ἡ Ἐταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον τὸ ποσὸν τῶν δολλ. Η.Π.Α. 350, δι' ἕκαστον μέτρον, καθ' ὃ ὑπολείπεται τὸ ἀθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 2.650 μέτρων. ’Επὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις, ἐν τῷ

συνόλω των λαμβανόμεναι, θά θεωρῶνται ώς μία βαθεῖα γεώτρησις κατά τοὺς ὄρους τοῦ παρόντος ἀρθρου.

8. 'Εὰν ἡ 'Εταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰουδήποτε ἔρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ γωρίς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονάνθρακας καὶ νὰ ἔγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ 'Εταιρεία θὰ δικαιοῦται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν τῆς κρίσιν, ὑπὸ τὴν προ-ϋπόθεσιν τῆς ἀντικαταστάσεως τούτου δί' ἐτέρας βαθεῖας γεωτρήσεως, κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθρου. 'Εὰν ἐν τούτοις τὸ 'Ελληνικὸν Δημόσιον κέχτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεύῃ ὅτι ἡ ἀνακάλυψις ὑδρογονανθράκων θὰ ἥτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ 'Ελληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τὴν παρὰ τῆς 'Εταιρείας συνέχιστην τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὄρον ὅτι ἡ αἴτησις αὕτη θέλει γίνει πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ ὅτι περικτέρω τὸ 'Ελληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἔξικνουμένην εἰς βάθος μεγαλύτερον τῆς ἵκανότητος τοῦ γεωτρυπάνου.

'Η 'Εταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὁς ἂνω αἴτησην τοῦ 'Ελληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολούθους ὄρους :

α) 'Η συμπληρωματικὴ γεώτρησις 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 Ηίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια ώς καὶ προσθέτως ποσοστοῦ 10%. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιάνιν καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς 'Εταιρείας, πρὸς πληρωμὴν τοῦ μηνιάνιου λογαριασμοῦ.

β) Τὸ 'Ελληνικὸν Δημόσιον θὰ ἀναλάβῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν ζημίαν ἢν ἥθελον ὑποστῆ ἡ 'Εταιρεία ἡ τρίτα πρόσωπα ώς ἐκ τῆς τοιαύτης γεωτρήσεως, ἔξαιρεσι τῶν τυχὸν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς 'Εταιρείας.

γ) 'Εφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ἥθελε προκαλέση καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς 'Εταιρείας, συμφώνως τῷ παρόντι ἀρθρῷ, αἱ καθυστερήσεις αὗται θὰ προστίμενται εἰς τὰς περιόδους ἐντὸς τῶν ὅποιων οἰονδήποτε τῶν ὑποχρεώσεων τούτων, δέον νὰ είχον ἐκπληρωθῆ.

δ) 'Ἐν περιπτώσει καθ' ἓν ἥθελον ἀνακαλυφθῆ εἰς τὸ ὃς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονάνθρακες, εἰς ποσότητας ἔξασφαλίζουσας κατὰ τὴν ἐλευθέραν τῆς 'Εταιρείας κρίσιν οἰκονομιῶν σύμφορον διὰ τὴν 'Εταιρείαν ἐκμετάλλευσιν, ἡ 'Εταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἴτησται καὶ λάβῃ παραγόρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν, ώς ἐν ἀρθρῷ 5 τῆς παρούσης συμβάσεως δρίζεται, τῆς 'Εταιρείας ὑποχρεουμένης ώς εἰκός ἐν τῇ περιπτώσει ταύτη νὰ πληρώσῃ τῷ 'Ελληνικῷ Δημοσίῳ τριάκοντα (30) ἡμέρας μετὰ τὴν δήλωσιν ὑπὸ τῆς 'Εταιρείας, ποσὸν ἔξικνούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ ὅποιον ἐπλήρωσε τὸ 'Ελληνικὸν Δημόσιον τῇ 'Εταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10% ἐτησίως).

Τὰ οὖτα πληρωνόμενα ποσά, θὰ λαμβάνωνται ώς δαπάναι τῆς 'Εταιρείας διὰ τὰς ἐν ἀρθρῷ 3 προβλεπομένας ὑποχρεώσεις.

#### "Αρθρον 5.

Δικαίωμα τῆς 'Εταιρείας δύοις λαμβάνη παραγωρήσεις πρὸς ἐκμετάλλευσιν.

'Αριθμὸς καὶ χρόνος διαρκείας τούτων.

1. 'Εὰν καθ' οἰονδήποτε χρόνον, καθ' ὃν ἡ 'Εταιρεία διατηρεῖ ἔρευνητικὰς περιοχάς, βάσει τῆς παρούσης συμβάσεως, ἀνευρεθῇ εἰς ἔρευνητικὸν φρέαρ, ἀνορυχθὲν παρ' αὐτῆς εἰς οἰονδήποτε τοιαύτην περιοχήν, ποσότης ὑδρογο-

νανθράκων ἔξασφαλίζουσα κατὰ τὴν γνώμην τῆς 'Εταιρείας τὴν οἰκονομικῶς σύμφορον δι' αὐτὴν ἐκμετάλλευσιν τούτων, (εἰς ἐμπορικὴν κλίμακα), ἡ 'Εταιρεία μετὰ τὴν ὑποβολὴν πρὸς τὸ 'Ελληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει ώς παραγώρησις» ἢ «παραγώρησις πρὸς ἐκμετάλλευσιν», περιλαμβάνουσαν τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὄρους τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἀρθρου 11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. 'Απὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὰ ἐν ἀρθρῷ ἔνδεκα (11) τοῦ N. 3948/1959 δρίζομενα, εἰς τὸ 'Υπουργεῖον 'Εθνικῆς Οἰκονομίας τῆς ἐπιλεγέσης περιοχῆς, ἡ 'Εταιρεία καθίσταται αὐτομάτως μισθωτρια τῆς ὑπὸ αὐτῆς ἐπιλεγέσης περιοχῆς ἢ περιοχῶν.

3. 'Η μεγίστη ἕκτασις ἐκάστης παραγωρουμένης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, οἰονδήποτε σχήματος, καθοριζομένου παρὰ τῆς 'Εταιρείας.

'Εὰν ἐν τούτοις ἡ 'Εταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ 'Ελληνικὸν Δημόσιον, ὅτι ἡ πιθανὴ ἕκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, τότε ἡ 'Εταιρεία θὰ δικαιοῦται εἰς παραγώρησιν ἐκάστεως πρὸς ἐκμετάλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἔκατὸν (100) τετρ. χιλιόμετρα.

4. 'Ο ἀριθμὸς τῶν παραγωρήσεων πρὸς ἐκμετάλλευσιν δὲν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ δικαηῇ παραγωγικά ή 'Εταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριόριστος. 'Έκαστη δὲ νέα γεώτρησις τῆς 'Εταιρείας εἰς ἔρευνητικοὺς χώρους ἀνήκοντας εἰς τὴν 'Εταιρείαν, ἀλλὰ κειμένους ἔκτὸς τῶν παραγωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακες, θὰ παρέχῃ εἰς τὴν 'Εταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησην νέας παραγωρήσεως, ὑπὸ τοὺς ὄρους τοῦ παρόντος ἀρθρου.

5. 'Η διάφορεια ἐκάστης παραγωρήσεως πρὸς ἐκμετάλλευσιν θὰ εἶναι εἰκοσιοκτασῆς (28), ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι' ἐκάστην παραγώρησιν, πρὸς ἐκμετάλλευσιν.

'Εφ' ὅσον ἡ 'Εταιρεία συνεμφορύθῃ πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ' ἔκαστον παραγωρήσεις ἐκμεταλλεύσεως, ἡ 28ετής αὕτη περίοδος θὰ παρατείνεται αὐτομάτως δι' ἔτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς ὄρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν ὄρον ἐν τούτοις, ὅτι οἰονδήποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς ἐκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμόζωνται καὶ ἐπὶ τῆς παραγωρήσεως ἵνα τῶν παραγωρήσεων ἵνα παρατείνεται, ως ἄνω, ἡ ἴσγύρε, ὑπὸ τὸν ὄρον ἐτι τροποποιήσεις τοῦ N. 3948/1959 δὲν θὰ ἔχῃ ώς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦ παρατάσεως.

#### "Αρθρον 6

'Υποχρεώσεις ἐκμεταλλεύσεως καὶ παραγωγῆς τῆς 'Εταιρείας

1. 'Άμα τῇ, κατὰ τὸ προηγούμενον ἀρθρον 5 τῆς παρούσης, ὑποβολὴ τῆς προβλεπομένης ἐν ἀρθρῷ ἔνδεκα (11) τοῦ Νόμου 3948/1959 δηλώσεως δι' ἐπιλεγέσην παρὰ τῆς 'Εταιρείας περιοχήν, αὕτη θὰ προβῇ ταχέως εἰς ἀνήραξιν φρεάτων, γαράξεως ὑδίων (Delineation) καὶ ἀναπτυξεως εἰς ἀπόστασιν μεταξὺ των τοιαύτην ἥτις, κατὰ τὴν γνώμην τῶν τεγγικῶν τῆς 'Εταιρείας καὶ κατὰ τὰ διεθνῆς τεγγικῶν παραδεδηγμένα, νὰ ἔξασφαλίζῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατήν ἀπόδοσιν.

2. 'Υπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς κατωτέρω παραγρ. 3 ἡ 'Εταιρεία θὰ διεξάγῃ συνεχῶς παραγωγικὰς ἔργασίας κατὰ τοὺς κανόνας τῆς τέγγης καὶ συμφώνως πρὸς διεθνεῖς ἀνεγνωρισμένους κανόνας καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἔξασφαλίζῃ πάντοτε τὴν μεγίστην δυλικῶν ἀπόδοσιν.

3. Κατ' ούδεμίαν στιγμήν ἐν τούτοις ἡ 'Εταιρεία θὰ δύναται νὰ ὑποχρεωθῇ παρὰ τοῦ 'Ελληνικοῦ Δημοσίου ὅπως προβῆται εἰς τὴν παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἔκαστοτε ὑφισταμένων ἐγκαταστάσεών της, εἰς ρυθμὸν ὃστις συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια:

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τεχνικῆς.

β) Εἶναι ἐπιβλαβῆται εἰς τὸν σκοπόν, τῆς ἐν τελευταίᾳ ἀναλύσει, μεγίστης ἀποδόσεως, καὶ

γ) Δὲν εἶναι οἰκονομικῶς σύμφορος, ἥτοι δὲν ἔξασφαλίζει εἰς τὴν 'Εταιρείαν κέρδος.

4. Εἰς περίπτωσιν, καθ' ἣν τὸ 'Ελληνικὸν Δημόσιον θεωρεῖ ὅτι αἱ ἔργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς 'Εταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν ταῖς ὑπ' ἀριθμ. 1,2 καὶ 3 παραγράφοις διατάξεις, τότε τὸ 'Ελληνικὸν Δημόσιον θὰ γνωστοποιῇ τοῦτο ἐγγράφως εἰς τὴν 'Εταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποίησεως ταύτης.

Εἶναι αὐτονόητον ὅτι ἔαν ἡ 'Εταιρεία ἔχῃ ἀντιρήσεις εἰς τὰς ὑποδείξεις τοῦ 'Ελληνικοῦ Δημοσίου, δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἀρθρῷ 26 τῆς παρούσης συμβάσεως ὅριζόμενα, κατὰ τὴν διάρκειαν τῆς δρομίας ἡ 'Εταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιήσηται ἔναρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

'Αρθρον 7.

'Επιτρεπόμεναι ἔργασίαι παρὰ τῆς 'Εταιρείας καὶ Περιορισμοῖ.

1. Ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικάς καὶ οἰανδήποτε ἐτέρων ἐργασίαν πρός τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων, δι' οἰασδήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικάς γεωλογικάς γεωτρήσεις καὶ ἐρευνητικάς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπόν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἔκτασεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς γεῖτας τῆς 'Εταιρείας βάσει τῆς παρούσης συμβάσεως ἐποτεδήποτε διαρκούσης τῆς ἴσχυος ταύτης.

2. Ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων, νὰ ἀνοίγῃ φράτα ἐκμεταλλεύσεως καὶ νὰ ἔξορύσῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονανθράκας.

3. Ἡ 'Εταιρεία θὰ δικαιουται νὰ ἀποθηκεύῃ τοὺς ὑπ' αὐτῆς παραχθέντας ὑδρογονανθράκας, νὰ τοὺς ὑποβάλῃ εἰς προκαταρτικὴν ἐπεξεργασίαν, ὡς π.χ. ἀποχωρισμὸς ὕδατος καὶ ἱζημάτων, ἀποθείωσις, ἀποχωρισμὸς τῆς φυσικῆς βενζίνης (Natural Gasoline) ἐκ τῶν φυσικῶν ἀερίων καὶ νὰ τοὺς μεταφέρῃ.

4. Ἡ 'Εταιρεία θὰ ἔχῃ τὴν κυριότητα ἐφ' ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθερας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεων τῶν εἰς τὴν ἐγγωρίον ἀγοράν, εἴτε διὰ τῆς ἔξαγωγῆς τῶν, 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 της, ἡ μισθώτρια 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀναγέρῃ ἢ νὰ ἀναθέσῃ τὴν ἀνέγερσιν ἢ καὶ νὰ χρησιμοποιῇ ἢ καὶ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς δι' ἀργὸν πετρελαίου 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 'Ελληνικοὺς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικάς ραδιοφωνικάς ἐγκαταστάσεις καὶ πᾶσαν ἐτέρων ἐγκαταστάσειν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν ἢ καὶ νὰ χρησιμοποιηθοῦν παρὰ τῆς 'Εταιρείας, μόνον ἐφ'

ὅσον αἱ ἥδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ 'Ελληνικὸν Δημόσιον ἢ ἀλλην Κρατικὴν Υπηρεσίαν τοιαῦται, δὲν εἶναι ἐπαρκεῖς διὰ τὸν σκοπού τῆς 'Εταιρείας ἢ δταν ἡ χρησιμοποίησί των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν 'Εταιρείαν.

6. Ἡ 'Εταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα, ἀποκειστικῶς διὰ τὴν εὐόδωσιν τῶν ἐργασιῶν τῆς τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως, νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργήῃ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὅποιους κατέχει εἰς οἰανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τῶν 'Αρχηγείων Στρατοῦ καὶ Ναυτικοῦ, τὴν διόπιαν ταῦτα δὲν δύνανται νὰ ἀρνηθοῦν ἀνευ σοβαροῦ λόγου.

7. Ἐπὶ τῇ αἰτήσει τῆς 'Εταιρείας, ἐγκαίρως ἐκάστοτε ὑποβαλλομένης τὸ 'Ελληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν 'Εταιρείαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας 'Αρχῆς, συμπειριαμβανομένων τῶν Στρατιωτικῶν 'Αρχῶν, τῶν ἀναγκαιούσων πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφοις περιγραφομένων σκοπῶν.

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἐλλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων, καθιστᾶ ἀδύνατον ἡ καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς, πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψις ἐκτελέσεως οἰωνήποτε τῶν, κατὰ τὴν παρούσαν ὑποχρεώσεων τῆς 'Εταιρείας, δὲν θὰ ἀποτελῇ παράβασιν τῶν δρων τῆς παρούσης καὶ θὰ θεωρηται ὡς περίπτωσις ἀνωτέρως βίᾳς κατὰ τὰς διατάξεις τοῦ ἀρθρου 25 τῆς παρούσης Συμβάσεως.

8. Ἡ 'Εταιρεία κατὰ τὴν ἐκτέλεσιν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης, ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως διενεργῇ ἐκρήξεις δι' ἀεροβόλου ἢ διὰ χρησιμοποιήσεως ἐτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἔξαιρετικὰς περιπτώσεις καθ' ἀς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δύνατὸν νὰ ἀποδῶσουν ίκανοποιητικὰ ἀποτέλεσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησις ἐκρηκτικῶν ύλων.

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

α) Τὰς σχετικὰς ἔρευνας θὰ δύνανται νὰ παρακολουθήσῃ τὸ 'Αρχηγείον Ναυτικοῦ δι' ἐκπροσώπου του, εἰδοποιούμενον πρὸς τοῦτο ἐγκαίρως ὑπὸ τῆς 'Εταιρείας. Ἐπίσης ἡ 'Εταιρεία πρὸ τῆς ἔνάρξεως οἰασδήποτε ἐργασίας δέον ὅπως ἐγκαίρως εἰδοποιῇ τὴν Στρατιωτικὴν Δ/σιν τῆς περιοχῆς.

β) Αἱ ἔργασίαι δὲν θὰ ἐπιφέρουν οὐσιώδεις μεταμορφώσεις δικτῶν καὶ βιθῶν τῆς περιοχῆς.

γ) Δὲν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυσιπλοτία εἰς τὴν ἐν ἀρθρῳ I προσδιορίζομένην περιφέρειαν καὶ θὰ λαμβάνηται εἰδικὴ μέριμνα πρὸς πρόσληψιν οἰασδήποτε βλάβης ὑφισταμένων Γ/Β καλαδίων ἐν τῇ περιφερείᾳ ταύτη.

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

ε) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα, δέον νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Διεύθυνσιν 'Γδρογραφίας τοῦ 'Ελληνικοῦ Ναυτικοῦ (Ε.Ν.) πρὸς ἔκδοσιν τῶν σχετικῶν 'Αγγελιῶν καὶ Προαγγελιῶν τοῖς Ναυτιλούμενοις.

στ) Ἡ 'Εταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὴν Διεύθυνσιν Λιμενικῆς Αστυνομίας τοῦ 'Υπουργείου Ναυτιλίας Μεταφορῶν καὶ Επικοινωνιῶν :

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

(2) Πίνακα μετὰ πλήρων στοιχείων τοῦ ἀλλοδαποῦ καὶ ἡμεδαποῦ Προσωπικοῦ, τὸ διόπιον πρόκειται νὰ χρησιμοποιήσῃ καὶ νὰ ἐνημερώῃ ἐγκαίρως τὴν οἰκείαν Λιμενικὴν 'Αρχήν ἐφ' ἐκάστη μεταβολῇ.

(3) Τὰ τεχνικὰ χαρακτηριστικὰ τῶν ἴδιων τηλεπικοινωνιακῶν μέσων.

ζ) Ἡ Ἐταιρεία ὑποχρεοῦται ὅπως εἰς περίπτωσιν κατὰ τὴν διενέργειαν τῶν ἔρευνῶν οἰουδήποτε ἀντικειμένου ἀργαλογικῆς ἀξίας καὶ γενικῶς ἀρχαιοτήτων, ἀναστείλη πᾶσαν ἔργασίαν καὶ εἰδοποίηση ἐπειγόντως τὴν ἀρμοδίαν ὑπηρεσίαν Ἀρχαιοτήτων διὰ τὴν λῆψιν ὑπ' αὐτῆς τῶν πρὸς προστασίαν τῶν ἀρχαιοτήτων ἐνδεικνυούμενων μέτρων.

η) Αἱ ἔργασίαι θὰ ἀπαγορεύωνται ἡ θὰ διακόπτωνται ἐκτάκτως, ἐφ' ὅσον ἥθελε κριθῆ ἀναγκαῖον διὰ λόγους ἔθνηκῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ διπομακρύνωνται τῆς περιοχῆς, ἔως ὅτου ἐκλεψώσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἀνενούμεναι ὑποχρέώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται ὅτι μία τοιαύτη διακοπὴ τῆς ἔργασίας θὰ θεωρηθῇ ὡς προξενήθεσσα ἔξι ἀνωτέρας βίας συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

#### “Αρθρον 8.

#### Καταβολὴ στρεμματικοῦ φόρου.

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

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

#### “Αρθρον 9.

#### Δικαιώματα.

1. Ἡ Ἐταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ δέκα πέντε ἐπὶ τοῖς ἑκατὸν (15%) ἐπὶ πάσης φύσεως ποσότητος παραγομένων καὶ μετρυμένων, κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς κατὰ τὴν διάρκειαν τῶν ἔργασιῶν τῆς, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὕδατος καὶ ἔνων στοιχίων.

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

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἶδος, ὡς κατωτέρω καθορίζεται. Δύο μῆνες πρὸ τῆς ἐνάρξεως ἑκάστου ἡμερολογιακοῦ ἔξαμηνου, τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἐταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἡ τμῆμα τῶν δικαιωμάτων του εἰς εἶδος κατὰ τὸ ἐπόμενον ἡμερολογιακοῦ ἔξαμηνον διὰ τὸ ἀργὸν πετρέλαιον ἡ καὶ τὸ φυσικὸν ἀέριον. Ἄφ' ἡς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποιήσει τὴν ἐπιλογήν του εἰς τὴν Ἐταιρείαν, οὐδεμία μεταβολὴ θὰ εἴναι ἐπιτρεπτὴ ὡς πρὸ τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἔξαμηνου, πλὴν ἐπιτεύξεως ἀμοιβαίας ἵκανον ποιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες ὑδρογονανθράκων αἴτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται, διὰ τὸ ἀργὸν πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἔργοταξίου τῆς Ἐταιρείας, διὰ τὸ φυσικὸν ἀέριον, εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην, εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸ τὸν σκοπὸν τούτον ἡ Ἐταιρεία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεγμένα, 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 60 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοχοῦν τὰ δικαιώματα, ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἡ δὲ Ἐταιρεία ὑποχρεοῦται νὰ ἀποθηκεύσῃ, ἐπὶ ἀποκλειστικῷ κινδύνῳ τοῦ Ἑλληνικοῦ Δημοσίου, ὑπ' αὐτῆς τῆς Ἐταιρείας διάθηση, οἵας διαθήσης ἡ ζημίαν προερχομένην ἔξι ἀμελείας τῆς, εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἔργοταξίου τῆς, κατὰ τὸ ὅντας ἄνω χρονικὸν διάστημα τῶν 60 ἡμερῶν ἀνενούμενης ἐπιβαρύντεως τοῦ Δημοσίου, τὸ οὐτωσεὶ εἰς τὸ Δημόσιον παραδοθησόμενον ὡς δικαιώματα ἀργὸν πετρέλαιον. Ἐν περιπτώσει καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δέν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἶδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἐταιρεία θὰ ἔχῃ τὸ δικαιώματα εἴτε νὰ διαθέσῃ ἐλευθέρως τοῦτο, ὅπότε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἡ νὰ ἔχακολονθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποθηκεύτρων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σύν 10%.

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

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

Ἡ παροῦσα παράγραφος δέν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἐταιρείας νὰ κατασκευάσῃ ἀγωγούς ἢ οἰανδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὅσον τυχόν ἔχει ἡ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς, πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἐταιρείας πρὸς τὸν σκοπὸν τούτου.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ Ἐταιρεία θὰ καταστῇ ἔξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (posted price), τὸ καταβλητόν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι Διύλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἐταιρείαν, ὡς τοῦτο δρίζεται εἰς τὸ ἄρθρο. 12 παρ. 9α).

Ἀπὸ τῆς στιγμῆς καθ' ὃν ἡ Ἐταιρεία θὰ καταστῇ ἔξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (posted price) τὸ καταβλητόν εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησον ὡς δικαιώματα ἐπὶ τοῦ παραγομένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείστης (posted) τιμῆς, ὡς τοῦτο δρίζεται εἰς τὸ ἄρθρον 12, παρ. 9β).

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (gasoline) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως τῶν πραγματιπούθεισῶν παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ πληρωμὴ δικαιωμάτων, μεῖον ἔξόδων βιομηχανοποίησεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἔργοταξίου τῆς Ἐταιρείας παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὅσον καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως (κατὰ κυβικὸν μέτρον), τῶν πραγματιπούθεισῶν παρὰ τῆς Ἐταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντι-

στοιχεῖ ή καταβολή τῶν δικαιωμάτων δι' ἔκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μενον ἔξδόνων ἐπεξεργασίας καὶ μεταφορᾶς ἀπὸ τῆς κεφαλῆς τοῦ φρέατος (well head) εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται καθ' ἑκάστην ἔξαρμνίαν ἐντὸς τοῦ Ἰανουαρίου καὶ Ἰουλίου ἑκάστου ἔτους.

“Αρθρον 10.

Φόροι.

1. Η Ἐταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος Ἀνωνύμων Ἐταιρειῶν βάσει παχίου συντελεστοῦ 50% ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικήν περιόδον τὴν δριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἀρθρου, οἰσοδήποτε καὶ ἀν εἴναι ὁ συντελεστής ὁ ἑκάστοτε ἴσχυων διὰ τὰς ἄλλας Ἐταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικήν περιόδον, τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἀρθρον, θὰ ἀφαιρῆται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικήν περιόδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος, δυνάμει τοῦ ἀρθρου 9 τῆς παρούσης συμβάσεως καὶ, ἀπὸ τοῦ χρόνου καθ' ὃν ἡ Ἐταιρεία κτάται καθαρὸν κέρδος, ἐκ τῆς παραχωρήσεως, τὰ ποσὰ τοῦ στρεμματικοῦ φόρου συμφώνως τῷ ἀρθρῳ 8 τῆς παρούσης συμβάσεως, ἐπὶ τῷ σκοπῷ ὅπως εὑρεθῇ τὸ καθερὸν ποσὸν τοῦ φόρου εἰσοδήματος, τὸ ὅποιον θὰ καταβληθῇ ὑπὸ τῆς Ἐταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικήν περιόδον. Συμφωνεῖται διτὶ τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἀρθρου 9 τῆς παρούσης συμβάσεως, δέον νὰ καταβάλλωνται ἐπὶ οἰσοδήποτε παραχωρῆς ὑδρογονανθράκων, ἀσύρτως ἐὰν αἱ ἐργασίαι τῆς Ἐταιρείας ἀποφέρουν κέρδος ἡ ζημίαν. Συμφωνεῖται περιτέρω ὅτι τὰ δικαιώματα τοῦ Δημοσίου (Roualties) καὶ τὰ φορολογικὰ βάρη, ὡς ταῦτα ἀναφέρονται ἐν ἀρθροις 9 καὶ 10 τῆς παρούσης συμβάσεως, θὰ παραμείνουν ἀμετάβλητα καθ' ὅλην τὴν διάρκειαν τῆς συμβάσεως ταῦτης καὶ ὅτι ἡ ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (Roualties) ἐκ τοῦ φόρου εἰσοδήματος, θὰ παραμείνῃ ὡσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως, ἡ δὲ Ἐταιρεία, ἐν ὅψει τῆς ἀναληφθείσης ταῦτης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῦ ὅτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ καὶ μεταγενεστέρως, οὐδεμίαν προτίθεται νὰ προβάλῃ ἀντίρρησιν ἡ ἀμφισβήτησιν ὡς πρὸς τὸ ποσοστὸν ἐκ 50% ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ἀνωτέρω, ἀποδεχομένη κατὰ πᾶσαν περιπτώσιν τὴν συμβατικήν ἐνέργειαν καὶ ἴσχυν τῆς ρήτρας ταῦτης.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν τῇ ἀνωτέρῳ παρ. 1, ἀναγνωρίζεται ὡς ἑκτηπτέον συμφώνως πρὸς τὸ Ν.Δ. 2548/1953 τὸ κυρῶσαν τὴν Σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἐλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχόν φόροι ἐν πάσῃ περιπτώσει, οἱ καταβληθῆσμενοι ὑπὸ τῆς Ἐταιρείας εἰς τὰς Η.Π.Α. κατὰ τὴν διάρκειαν τῆς ἀνωτέρως Συμβάσεως μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἐλλάδος ἡ μετὰ τὴν λῆξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἐταιρείας, τὸν καταβλητόν εἰς τὸ Ἐλληνικὸν Δημόσιον συμφώνων πρὸς τὴν παράγραφον 1 ὡς ἀνωτέρω.

3. Ἑξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων, τοῦ προβλεπομένου εἰς τὸ ἀρθρον 8 τῆς παρούσης συμβάσεως (στρεμματικός), τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἀρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου εἰς τὴν παρ. 1 τοῦ παρόντος ἀρθρου, ἡ Ἐταιρεία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰσοδήποτε μηχανήματα, ἀνταλλακτικά, ἑξαρτήματα, ἐργαλεῖα καὶ ὑλικά ποντὸς εἴδους τὰ εἰσαγόμενα ἐκ τοῦ ἑξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἐταιρείας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἑξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἴδους) ὡς καὶ τῶν ὑπὸ τῆς Ἐταιρείας παραγομένων ὑδρογονανθράκων, ἑξαιρουμένων τῶν διυλισμένων προϊόντων οἰσοδήποτε φύσεως, θὰ ἀπαλλάσ-

σωνται παντὸς φόρου, ἀμέσου ἡ ἐμμέσου, παντὸς εἰδούς καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων, τελῶν χαρτοσήμων ἡ εἰσφορῶν ἡ πάσης ἑτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε ταχτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλομένης δι' εἰδικούς σκοπούς υπὲρ τοῦ Ἐλληνικοῦ Δημοσίου ἡ οἰσοδήποτε Ἐλληνικῆς Ἀρχῆς ἡ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν εἰσφορῶν καθερῶς δὲν ὑπηρεσίας ἡ δικαιώματα (ἀνταποδοτικῶν εἰσφορῶν) πάσης φύσεως καὶ τῶν ύπερ τῶν ὀσφαλιστικῶν Ταμείων καὶ Ὁργανισμῶν, ἐργοδοτικῶν ἀσφαλιστικῶν εἰσφορῶν.

‘Η παροῦσα σύμβασις καθὼς καὶ οἰσοδήποτε συμφωνία ἡ σύμβασις βάσει ταύτης, ἡ ὅποια ἥθελεν ὑπογραφῆ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων, ἐξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιοχῆς τῆς περιγραφομένης ἐν ἀρθρῳ 1 τῆς παρούσης ἡ καὶ σχετιζομένων πρὸς τοὺς σκοπούς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς διεξαγωγὴν τοῦ Ἐλληνικοῦ Δημοσίου, οἰσοδήποτε Ἐλληνικῆς Ἀρχῆς ἡ Νομικοῦ Προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ Ἐλληνικοῦ Δημοσίου ἐν σχέσει πρὸς τὰ κατώτατα δρια δικηγορικῶν ἀμοιβῶν, δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ δηοῖοι παρέχουν υπηρεσίας σχετικάς πρὸς τὴν παροῦσαν σύμβασιν.

Αἱ ἑκάστοτε ἴσχυοισαὶ ἀμοιβαὶ συμβολαιογράφων διὰ τὴν κατάρτισιν οἰσοδήποτε συμβάσεως, σχετιζομένης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ υποθηκοφυλάκων, ἐμμίσθων ἡ ἀμίσθων, διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης, ἐπ' οὐδενὶ λόγῳ εἴναι δυνατὸν νὰ ὑπερβῶσι δι' ἔκαστον τούτων τὰς δραμάδας δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι τῆς Ἐταιρείας, ὑπὸ τὴν προπτύθεσιν ὅτι κατοικοῦν ἡ διαμένουν εἰς τὸ ἑξωτερικόν, ἀπαλλάσσονται, ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἐταιρείας, παντὸς φόρου, τακτικοῦ ἡ ἐκτάκτου ἡ ἐπιβληθέντος δὲν εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἡ ἄλλων ἐπιβαρύνσεων υπὲρ τοῦ Ἐλληνικοῦ Δημοσίου ἡ οἰσοδήποτε Ἐλληνικῆς Ἀρχῆς ἡ Νομικοῦ Προσώπου ἡ τρίτων, λόγῳ τῆς ἰδιότητός των ὡς μετόχων τῆς Ἐταιρείας.

5. “Ἀπασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἐταιρείας, αἱ σχετικαὶ μὲ τὴν ὄργανωσίν της καὶ τὰς ἐργασίας τῆς κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς ἡ ἐκτὸς Ἐλλάδος, αἵτινες θάλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσσον ἐκ τῆς παλήσεως ὑδρογονανθράκων, προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἐταιρείας βάσει τῆς παρούσης συμβάσεως, θὰ ἀθροίζωνται υπὸ τῆς Ἐταιρείας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων, ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὅποιας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

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

Τὸ οὐτω προκύπτον ἀποτέλεσμα, ἐὰν ἔξακολουθῇ νὰ ἐμφανίζῃ ζημίαν, θὰ ἀγγηται καὶ πάλιν εἰς νέον υπὸ τῆς Ἐταιρείας καὶ θὰ ἐνοποιεῖται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἡ ἐπομένων διαχειριστικῶν περιόδων. ‘Η ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἡ λήξη ἡ παρούσα σύμβασις. ‘Η Ἐταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησιν τινα κατὰ τοῦ Ἐλληνικοῦ Δημοσίου διὰ ζημίας ἡς ἥθελεν υποστῆ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ ὅρου καθαρὰ κέρδη» τῆς Ἐταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἀρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἑκάστην διαχειριστικήν περιόδον, τὰ κέρδη ἀτινα προ-

κύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθαρίστων ἐσόδων τῆς Ἐταιρείας, τῶν προερχομένων ἐκ τῶν ἔργασιῶν αὐτῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἔξδων ἐν γένει διὰ τῶν ὑποίων ἐπειβαρύνθη ἡ Ἐταιρεία λόγῳ τῶν ἔργασιῶν τῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἢν αὗται προέκυψαν ἐντὸς ἡ ἔκτὸς τῆς Ἐλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἔξδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὲν περιλαμβάνουν, ἀλλ’ οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα Β τῆς παρούσης συμβάσεως καὶ ἡ ἔκπτωσίς των θὰ ἐπιτρέπηται ἀνεξαρτήτως ἴσχυόντων ἡ μελλόντων νὰ ἰσχύσουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἔκπτωσεις. Αἱ ἔκτὸς Ἐλλάδος δαπάναι μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως, περὶ ὃν ὑπὸ ἁδάρια α) καὶ β) κατωτέρω, δὲν δύνανται νὰ ὑπερβοῦν ποσοστὸν 10% ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἐταιρείας ἐντὸς τῆς Ἐλλάδος:

α) Αἱ ἐν παραγράφῳ 1 β) τοῦ Πίνακος Β δαπάναι αἱ ὅποιαι πραγματοποιοῦνται ἔκτὸς Ἐλλάδος.

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 ὅποιαι πραγματοποιοῦνται ἔκτὸς Ἐλλάδος διὰ λογαριασμὸν τῆς Ἐταιρείας ὑπὸ ἑτέρων Ἐταιρειῶν, αἱ ὅποιαι ἐλέγχονται ἀπ’ εὑθείας ἡ ἐμμέσως ὑπὸ τῆς Ἐταιρείας ταύτης ἡ ὑπὸ ἑτέρων συγγενῶν Ἐταιρειῶν.

Εἰς τὰς ὡς ἄνω ὅμως δαπάνας, ἐπιβαρύνσεις καὶ ἔξδα, δὲν θὰ περιλαμβάνωνται τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα. Τὰ ἀκαθάριστα ἐσόδα διὰ περιλαμβάνουν τὰ πραγματικὰ ἐσόδα ἐκ τῆς πωλήσεως ἔξορυστομένων ὑδρογοναθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι’ ἔξαγωγὴν θὰ είναι ἡ πράγματι χρεούμενη τιμὴ FOB, ἀκριβῶν παραθαλάσσιου ἀποθηκευτικὸν χῶρον. Ἀκαθάριστα ἐσόδα δι’ ἔγχωριον πωλήσεως ἀργοῦ πετρελαίου θὰ είναι τὰ πραγματικὰ ἐσόδα. Ὁ καθορισμὸς τῶν ἀκαθαρίστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἔξδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνοῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχαῖς.

Ἐν περιπτώσει καθ’ ἣν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἰδος, κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, συμφώνως τῷ ἄρθρῳ 9 τῆς παρούσης συμβάσεως, τὸ ποσὸν τοῦτο ὡς καθορίζεται συμφώνως πρὸς τὸ ὄντα ἄνω ἄρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἐσόδα τῆς Ἐταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ.

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

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

β) Ὁ ἔλεγχος τῶν βιβλίων τῆς Ἐταιρείας θὰ διενεργηθεὶ τοῦ συμφώνως πρὸς τοὺς Ἐλληνικοὺς Νόμους βάσει τῆς ἐν Ἐλλάδι Νομοθεσίᾳ.

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

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανυσμένης διαχειριστικῆς περιόδου, ἵσχυσαι ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλασσομένων ὅμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἡ κατὰ ἔξαγωγὴν τῶν ὑπὸ τῶν ὄντων 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 δήλωσιν διατάξεις τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας, δὲν ἔχουσιν

ἐφαρμογὴν ἐν προκειμένῳ, ἐφ’ ὅσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ ὄφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὄφειλομένης 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 ρυθμίζουσαι τὴν διαδικασίαν τῆς ὑποβολῆς τῶν φορολογικῶν δηλώσεων τοῦ εἰσοδήματος, τῆς κοινοποίησεως τῆς προσκλήσεως πρὸς διοικητικὴν ἐπίλυσιν τῆς διαφορῆς, τῆς κοινοποίησεως τῶν φύλων ἐλέγχου τῶν ἐνστάσεων κατὰ τούτων, ὡς καὶ τῶν ἐνδίκων κατὰ τῶν σχετικῶν ἀποφάσεως μέσων καὶ βεβαιώσεως τοῦ φόρου, ἐφαρμόζονται καὶ ἐν προκειμένῳ.

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

”Ἄρθρον 11.

Εἰσαγωγὴ -ἔξαγωγὴ μηχανήματων, ἔξοπλισμοῦ καὶ ὄλικῶν.

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

2. Τὰ μηχανήματα, ἔξοπλισμός, ἀνταλλακτικά καὶ ὄλικα οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἔκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, σκαφῶν θαλάσσης, φορέων (Platform) εἴτε αὐτοκινούμενών εἴτε ὅχι, εἰς τὰ ὅποια ἔχουν στερεωθῆ μηχανήματα, δργανα, γερανοὶ ἡ οἰασδήποτε ἀλλα ταξιδιώτηματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἔργασίας τῆς Ἐταιρείας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τζίπς ἡ ἀντίστοιχα ὀχήματα παντὸς εἰδούς εἰς ἀριθμὸν μή ὑπερβαίνοντα τὰ ἔξ (6) κατὰ τὴν ἔναρξιν τῶν ἔργασιῶν 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 εἰσπραττομένων κατὰ τὴν εἰσαγωγὴν φόρων.

3. Ἡ Ἐταιρεία θὰ είναι ἐλευθέρα νὰ ἔξαγάγῃ καθ’ οἰονδήποτε χρόνον ὅλα τὰ μηχανήματα ἔξοπλισμοῦ, σκάφη θαλάσσης, φορεῖς (Plat-forms) καὶ ὄλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε φύσεως αὐτοκίνητα τὰ εἰσαγόμενα παρὰ τῆς Ἐταιρείας ἐν Ἐλλάδι, συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου, ἐκτὸς ἐδὲν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως θεσπίζουσιν ἄλλως καὶ αἱ τοιαῦται ἔξαγωγαί δὲν θὰ ὑπέκεινται εἰς οἰασδήποτε ιδιαιτέρων ἔξουσιοδότησιν ἡ διδείαν, δι’ ἔκαστην περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἔξαγωγῆς, δασμῶν ἡ ἄλλων φόρων, τελῶν, εἰσφορῶν ἡ τελῶν χαρτοσήμου.

4. Ἔν τῇ περιπτώσει ἡ Ἐταιρεία πωλήσῃ ἡ ἄλλων διαθέση τὰ ἀντικείμενα τὰ ὅποια εἰσήγαγε συμφώνως πρὸς τὸς ὄρους τοῦ παρόντος ἄρθρου, χωρὶς νὰ ἐπανεξαγάγῃ, ταῦτα ἔξ Ἐλλάδος, θὰ είναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμούς εἰσαγωγῆς καὶ λοιπούς φόρους, εἰσφοράς, τέλη, καὶ τέλη χαρτοσήμου, συμφώνων τῇ ἰσχυούσῃ τότε Νομοθεσίᾳ, δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοικύτη εὐθύνη δὲν βαρύνει τὴν Ἐταιρείαν, ἐὰν ἡ πωλησίας ἔχῃ γίνει εἰς τὸ Ἐλληνικὸν Δημόσιον ἡ ἄλλην τινὰ Ἐταιρείαν, ἡ ἐργολάβον οἱ ὄποιοι ἀπολαμβάνουν τῶν ἰδίων προνομίων ὡς ἡ Ἐταιρεία βάσει τῶν διατάξεων τοῦ παρόντος ἄρθρου.

”Ἄρθρον 12.

Ἐγχωρίος κατανάλωσις καὶ ἔξαγωγαί.

1. Τὸ Ἐλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία συνομολογοῦν

ότι ο πρωταρχικός σκοπός της παρούσης συμβάσεως είναι ο έφοδισμός της έγχωρίου ἀγορᾶς δ' έγχωρίων άνδρογονανθράκων πρός κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν άνδρογονανθράκων ἐν Ἑλλάδι.

2. «Κατάλληλον ἀργὸν» ώς εἰς τὸ παρὸν ἄρθρον 12 χρησιμοποιεῖται, νοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικὰ ή σημαντικῶς διάφορον, ὡς πρὸς τὸ εἰδικόν βάρος ή ποιότητα αὐτοῦ, τοῦ ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διύλιστηρίου ή τῶν πρὸ τῆς ἀνακαλύψεως διύλιστηρίων ἀπαιτουμένου τοιούτου, ὅπερ θὰ ηγέξανε σημαντικῶς τὰς δαπάνας λειτουργίας τοῦ ἐν λόγῳ Διύλιστηρίου ή τῶν πρὸ τῆς ἀνακαλύψεως, διύλιστηρίων, τοιαύτας πρὸς παραγωγὴν τῶν ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου ἀπαιτουμένων τύπων προϊόντων, μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας διὰ τοῦτο ή ταῦτα ή ἀνάγκης προσθήκης μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ πετρέλαιου.

3. Μετὰ τὴν ὑπὸ τῆς Ἐταιρείας ἔναρξιν παραγωγῆς ἐν  
Ἐλλάδι ἀργοῦ πετρελαίου εἰς ἐμπορικὴν κλίμακα, ὡς ὁρί-  
ζεται ἐν ἀρθρῷ 5 παραγγραφος 1 τῆς παρούσης συμβάσεως, ἡ  
Ἐταιρεία ὑποχρεοῦται ὅπως ἐφοδιάζῃ μὲν ἐγχώριον ἀργὸν  
πετρέλαιον, μέχρι τοῦ σημείου καθ' ὃ θα διαθέτῃ πρὸς τὸν  
σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἐγχωρίου ἀργοῦ,  
τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰαδήποτε ἄλλα  
Διυλιστήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι ὡς  
καὶ τοιάντα προβλεπόμενα νὰ λειτουργήσουν βάσει συμβά-  
σεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οίουδήποτε ἄλλου  
ἀναδήκου ὑπογραφεισῶν πρὸ τῆς ὑπὸ τῆς Ἐταιρείας ἀνα-  
καλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἐγχωρίου ἀργοῦ  
πετρελαίου, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὁποίας ἔκαστον  
Διυλιστήριον θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν  
βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ  
ὅποια ἔκαστον τοιοῦτον Διυλιστήριον ἔχει τὸ δικαίωμα ἡ  
τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

‘Ο ἐφοδιασμὸς τῶν τοιούτων διύλιστηρίων δὶ’ ἀργοῦ πετρελαίου, θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ίνα καθίσταται ἐφικτή ἡ κατὰ κανονικὸν καὶ ἀποτελεσματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ διύλιστηρίου.’ Ή ὑποχρέωσις π.ρ. ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ πετρελαίου θὰ ὑπόκειται εἰς τὰ περὶ ἀνωτέρας βίας συνθήεις διατάξεις.

4. α) Η 'Εταιρεία δικαιούται ἐλέυθερώς νά ἔξαγη όποτε-  
δήποτε, καθ' οιονδήποτε τρόπον καὶ μὲν οἰαδήποτε μέσα καὶ  
ὑφ' οιουσδήποτε δρους ὃθελεν αὐτὴν καθορίσει, ἀνευ ίδιαιτέρας  
ἀδείας, ἀλλ' ὑπὸ τὴν συνήθη ἑκάστοτε ἐμπορικὴν πρακτικὴν  
καὶ ἀνευ καταβολῆς τελῶν ἔξαγωγῆς ἢ ἐτέρων φόρων, τελῶν  
καὶ ἐπιβαρύνσεων, οἰανδήποτε παραγωγὴν αὐτῆς πέραν τῶν  
ποσοτήτων τὰς ὅποιας ἢ 'Εταιρεία ὑποχρεούται νά προμη-  
θεύῃ βάσει τῆς παροχγράφου 3 τοῦ παρόντος ἄρθρου, καὶ νὰ  
παρακρατῇ τὸ ἐκ τῶν τοιωτῶν ἔξαγωγῶν προϊὸν εἰς τὸ  
ἔξωτερικόν, ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ὁρίζεται. 'Εν τῇ  
ἐνασκήσει τοῦ δικαιωματος τούτου, ἢ 'Εταιρεία θὰ προσπα-  
θῇ νά ἔξαγη ποσότητα ἀγροῦ πετρελαίου ὑπὸ αὐτῆς παραγο-  
μένου, καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγραφον 3  
καθορίζομένων, ὑπὸ τὴν προϋπόθεσιν ὅτι ἢ 'Εταιρεία θὰ  
διαθέτῃ καταλλήλους ἀγοράς διὰ τοιωτας ποσότητας.

Ἐάν τι ἔταιρεία δὲν διαθέτῃ τοιιαύτας ἀγοράς, θὰ ἀναγγέλη τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, δόπτες τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπ’ αὐτοῦ ἡ τρίτων ἀγορὰν τοῦ πλεονάζοντος ἀργοῦ πετρελαίου εἰς τὴν δεδηλωμένην τιμὴν (posted price), ὃπο τὸν ὄρον ὅτι ἀμοιβικίας ίκανοποιητικοὶ ὄροι καὶ σύμφωνοι, περιλαμβανομένης τῆς διαρκείας τῶν τοιιαύτων ἀγοραστικῶν πράξεων, θὰ συνομολογηθοῦν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, ἐντὸς ὅμως τῶν ἐν παραγράφῳ 3 τοῦ ἔθετος 6 πεοιορισμῶν.

β) Εἰς ἣν περίπτωσιν ἡ Ἐταιρεία ἐξαγάγῃ ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρχες τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου καὶ τῶν λοιπῶν ἐγχωρίων Διύλιστηρίων, περὶ ὧν ἡ παράγρα-

φος 9 β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν, ἡ Ἐταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ἵσην ποσότητα ἐγχωρίου ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον ὄρον τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπέρχομενοι ποιεῖθησαν ὑπὸ τῆς Ἐταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ὑπὸ τὸν δρον : (1) ὅτι τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πετρέλαιον πρὸς ἐν ἡ πλείονα τῶν ἐγχωρίων διυλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχωρίου ἀγοράν καὶ (2) ὅτι ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγουμένη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότητας ἀργοῦ πετρελαίου θὰ λογίζεται εἰς τημματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγράφῳ 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἐταιρείας προμηθείας ἀργοῦ πετρελαίου. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἐγχώριον ἀργὸν πετρέλαιον πρὸς ἐν ἡ πλείονα τῶν ἐγχωρίων Διυλιστηρίων ὑπὸ ὄρους καὶ συνθήκας τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' ὃ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιούτου ἀργοῦ πετρελαίου δικαιώματα αὐτοῦ εἰς ἐν ἡ πλείονα τῶν ἐγχωρίων Διυλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἐταιρείας καὶ τῶν Διυλιστηρίων ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγοράν ἐγχωρίου ἀργοῦ πετρελαίου θὰ μειοῦνται κατὰ περίπτωσιν, κατὰ τὴν ποσότητα τῆς οὖτων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἔκαστον Διυλιστηρίου μεταβιβασθείσης ποσότητος ἀργοῦ πετρελαίου.

5. Διὰ νὰ δυνηθῇ ἡ Ἐταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἔφοδιασμὸν δι’ ἔγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ ἄλλων ἐν τῇ χώρᾳ διϋλιστηρίων ὑφισταμένων κατὰ τὸν χρόνον τῆς ἀρχικῆς ἀνακαλύψεως ἐμπορικῶς ἐκμεταλλευσίμου ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἔξασφαλίσῃ προτεραιότητα ἀγορᾶς παρ’ ὅλων τῶν ἐν λόγῳ Διϋλιστηρίων, τοῦ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγομένου ἀργοῦ πετρελαίου, ἔναντι τοῦ ἐκ τοῦ ἔξωτερικοῦ εἰσαγομένου τοιούτου, ὑπὸ τὸν δρον ὅτι τὸ ρηθὲν ἀργὸν πετρέλαιον θὰ είναι κατάλληλον, ἐν τῇ ἐνοίᾳ τῆς παραγρ. 2 τοῦ ἄρθρου 12. Ὡς πρὸς τὸ ἐκ τοῦ ἔξωτερικοῦ εἰσαγόμενον ἀργὸν πετρέλαιον τὸ δόπιον θὰ ἐκτοπισθῇ ὑπὸ τοῦ ὑπὸ τῆς Ἐταιρείας παραγομένου ἔγχωρίου τοιούτου, ἡ Ἐταιρεία ἵ, αἱ συγγενεῖς αὐτῇ Ἐταιρείᾳ, εἰς τὴν δόπιαν ἡ τὰς ὅποις, δυνάμει οἰωνδήποτε συμβάσεων, θέλει παραχωρηθῇ δικαιώματα εἰσαγωγῆς ἀργοῦ πετρελαίου θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἔφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίου καὶ τὰ ἄλλα ἔγχωρια Διϋλιστήρια μὲ εἰσαγόμενον ἀργὸν πετρέλαιον εἰς ποσότητα ἵσην πρὸς τὸ αὐτὸ τούλαχιστον ποσοστὸν, ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἑλλάδι ποσοστήτων ἀργοῦ πετρελαίου ὡς τὸ ἔπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἐταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἔγχωριον ἀργὸν πετρέλαιον κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου δριζόμενα, καθ’ ὑπέρβασιν τῶν ποσοτήτων αὐτίνες θὰ ἀγορασθῶσι βάσει αὐτοῦ.

6. Επὶ τῷ τέλει τῆς πραγματοικήσεως ἐντὸς τοῦ βραχυτέρου δυνατοῦ χρόνου τοῦ ἐν παραγρ. 1 τοῦ παρόντος χρονοῦ ἀναφερομένου πρωταρχικοῦ σκοποῦ τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω:

α) "Οτι, άπό της ήμεροι μηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως και μετέπειτα εἰς πάντα χρόνον διαρκούσης τῆς ἰσχύος τῶν νῦν ὑφισταμένων συμβολαίων προμηθείας ἀργού πετρελαίου και πάσης παρατάσεως ἢ ὑποκαταστάσεως τῶν συμβολαίων τούτων, θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν δρων τῶν ἐν λόγῳ συμβολαίων πρὸς ἔξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διὐλιστηρίου κατὰ προτεραιότητα, ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου ἀγορᾶς οίουδήποτε ὑπὸ τῆς Ἐταιρείας παραγομένου καταλλήλου ἐγχωρίου ἀργοῦ πετρελαίου, μέχρι τῆς διλικῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ Διὐλιστηρίου.

β) "Οτι άπο της ήμερομηνίας ένάρξεως της ίσχυος της παρούσης συμβάσεως και μετέπειτα, τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλῃ πᾶσαν προσπάθειαν ἵνα ἔξασφαλίσῃ εἰς ἣν ἔκτασιν ἐπιτρέπουν τοῦτο αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις, διτὶ ἀπασαι αἱ νέαι συμβατικαὶ ὑποχρεώσεις διὰ τὴν προμήθειαν ἀργοῦ πετρελαίου ἢ προϊόντων, καὶ πᾶσαι αἱ παρατάσεις, ἀνανεώσεις ἢ ὑποκαταστάσεις, εἴτε τῶν σημερὸν ὑφισταμένων ἢ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, περιέχουν πᾶσαν λογικὴν καὶ νόμιμον, ἐντὸς τῶν δρίων τῆς ἔξουσίας τοῦ Ἑλληνικοῦ Δημοσίου, διάταξιν, ἵνα ἐπιτράπῃ ἡ ὑπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἔγχωρίου ἀργοῦ πετρελαίου, αἱ ὅποιαι καθορίζονται εἰς τὴν παράγρ. 3 τοῦ παρόντος ἀρθρου, ἐντὸς τοῦ συντομωτέρου δυνατοῦ χρόνου, μετὰ τὴν ἔναρξιν τῆς, εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως, παραγωγῆς ἀργοῦ πετρελαίου. Οὐχὶ ἦττον αἱ διατάξεις τῆς παραγρ. 6 β) τοῦ παρόντος ἀρθρου δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἵτινες συνάπτονται διὰ χρονικὰ διαστήματα ἐνὸς ἔτους ή βραχυτερά καὶ αἵτινες ἔχουσιν ὑπογραφῆς πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) Εάν, παρὰ τὰς καταβαλλομένας καλυτέρας προσπάθειας, τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παραγρ. 5 καὶ 6 ἐδ. α) καὶ β) τοῦ παρόντος ἀρθρου προβλεφθέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἶναι οὐχὶ ἦττον ὑπόχρεον ὅπως ἔξασφαλίσῃ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν ἄλλων ἔγχωρίων Διϋλιστηρίων ἀγοράν ποσότητος, παραγομένου ὑπὸ τῆς Ἐταιρείας καταλλήλου ἀργοῦ πετρελαίου ἵσης πρὸς τριάκοντα τοῖς ἑκατόν (30%) τούλαχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

δ) Ανεξαρτήτως τῶν ὡς ἀνων εἰς τὴν παροῦσαν παράγρ. 6 ἀναφερομένων, η Ἐταιρεία δὲν θὰ ἔχῃ οἰνοδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἰνοδήποτε τρόπον προκύπτον ἐκ τῶν δρων τῆς παρούσης Συμβάσεως, ὅπως παρεμβαίνῃ, ἀντιτίθηται ἡ ζητή ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν ἡ καθ' οἰνοδήποτε τρόπον μεταβολὴν τῶν δρων τῶν συμβάσεων τοῦ Δημοσίου, τῶν σγετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου, ἡ πετρελαιοειδῶν προϊόντων, ἡ μὲ τὴν ἴδρυσιν Διϋλιστηρίων ἐν τῇ Χώρᾳ τῶν συναφθεισῶν μέχρι τῆς ήμερομηνίας τῆς παρούσης συμβάσεως, ἡ τοιούτων συμβάσεων ἀς τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸς τῆς ήμερομηνίας καθ' ἥν ἡ Ἐταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον διτὶ ἀνεκάλυψε καταλλήλους ἀργὸν πετρελαίου εἰς ἐμπορευσίμους ποσότητας, ἡ μετὰ τὴν τοιαύτην ήμερομηνίαν, ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον θέλει προβλέψει τὴν χρησιμοποίησιν ὑπὸ Ἑλληνικῶν Διϋλιστηρίων τῶν ποσοστήτων ἀργοῦ πετρελαίου παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον, μέχρι τοῦ ἀνωτάτου δρίου τῶν ὑποχρεώσεων τῶν δρίοις μένων εἰς τὴν παροῦσαν παράγραφον 6.

7. 'Εφ' ὅσον οὐ πάρξουν καὶ ἔτεροι παραγωγοὶ καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι, ὁποτεδήποτε διακούσης τῆς ίσχυος τῆς παρούσης συμβάσεως, ἡ ὑποχρέωσις τῆς Ἐταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ δέχηται κατὰ προτεραιότητα τὴν ἀγοράν τοῦ ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι παραγομένου καταλλήλου ἀργοῦ πετρελαίου, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἐταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' ὅλων τῶν παραγωγῶν.

8. 'Εάν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἐταιρείαν μετ' ἀποδεικτικῶν στοιχείων, διτὶ τὸ ὑπὸ τῆς Ἐταιρείας παραγόμενον ἀργὸν πετρελαίου εἶναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίον ἡ τὰ λοιπά, πρὸς τῆς ἀνακαλύψεως, Διϋλιστήρια, ἡ ὑποχρέωσις ἐν τῇ περιπτώσει ταύτη τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἔξασφαλίζῃ προτεραιότητα ἀγορᾶς ἔγχωρίου ἀργοῦ πετρελαίου ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων, καὶ ἡ ὑποχρέωσις τῆς Ἐταιρείας, ὅπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διϋλιστήρια ἔγχω-

ριον ἀργὸν πετρέλαιον, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως διὰ τῆς ὁποίας θὰ καθίσταται δυνατὴ ἡ ἐπίτευξις τοῦ εἰς τὴν ὡς ἀνω παράγρ. 1 τεθέντος πρωταρχικοῦ σκοποῦ. 'Εάν δὲν καταστῇ δυνατὴ ἡ ἐπίτευξις τοιαύτης ἀμοιβαίας ἵκανοποιητικῆς ρυθμίσεως, τότε, αἱ ἀνωτέρω ἀναφερόμεναι ἀμοιβαίαι ὑποχρεώσεις τοῦ 'Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας θὰ τερματισθοῦν μέχρις οὗ τὸ ρηθὲν ἀργὸν πετρέλαιον ἡ ἔτερον ἀργὸν πετρέλαιον, παραχθήσόμενον ὑπὸ τῆς Ἐταιρείας ἐν Ἑλλάδι; καταστῇ κατάλληλον πρὸς χρῆσιν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν λοιπῶν Διϋλιστηρίων, ὑπὸ τὴν προϋπόθεσιν ὅμως, διτὶ τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστηρίον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διϋλιστήρια, ὅπως ἀγοράζουν τὸ τοιούτον κατάλληλον ἀργὸν πετρέλαιον, καὶ ἦν ἔκτασιν ὅμως θὰ δύναται τοῦτο νὰ χρησιμοποιηθῇ εἰς τὰ Διϋλιστήρια καὶ ὑπὸ τὴν περιτέρω προϋπόθεσιν διτὶ ἡ τοιαύτη χρησιμοποίησις δὲν θέλει καταλήξει εἰς οἰκνδήποτε τελαιπωρίαν τῶν ρηθέντων Διϋλιστηρίων. 'Επιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του, ὑπὸ μορφὴν πρωθήσεως τῆς χρησιμοποιήσεως τοῦ τοιούτου ἀκαταλήλου 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 Διϋλιστηρίον καὶ οἰονδήποτε ἔτερον ἐν Ἑλλάδι ὑπάρχον Διϋλιστηρίον, νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραχθόμενον παρὰ τῆς Ἐταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς Ἐταιρείας, ἡ δὲ τιμὴ αὐτῇ θὰ εἶναι ὡς κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δεδηλωμένης τιμῆς ἡ τιμῶν, ὡς αὐταὶ παρουσιάζονται εἰς τὸ Platts oilgram ἡ ἄλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν τοῦ Λιβάνου, ΒΑΝΙΑΣ 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 Διϋλιστηρίον καὶ ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διϋλιστήρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένην (posted) τιμὴν. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπὸ δψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν γρόνον ἐκείνον γενικαὶ συνθήκαι, ἀφοῦ ληφθοῦν ὑπὸ δψιν τὰ ποιοτικὰ γαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἔξαγομένου ἀργοῦ πετρελαίου.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν ποσῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας, θὰ γίνωνται ἐντὸς ἔξηκόντα (60) ἡμερῶν ἀπὸ τῆς ήμερομηνίας τῆς ὑπὸ αὐτῆς παρουσιάσεως τοῦ σγετικοῦ λογαριασμοῦ. 'Εάν ἡ Ἐταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἔξηκοντα ἡμερῶν ἀπὸ τῆς, ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, λήψεως τοῦ σγετικοῦ λογαριασμοῦ, ἡ Ἐταιρεία δύναται, δίνει βλάβης οἰωνδήποτε νομίμων δικαιωμάτων τῆς, νὰ συμφοίζῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἄλλα ποσά, τὰ ὅποια ἄλλως θὰ ὀφειλεν ἡ Ἐταιρεία νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον.

11. 'Εάν ἡ Ἐταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἔκμεταλλεύεται ἐν Ἑλλάδι οἰωνδήποτε σωληναγωγούς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου ἡ ἀγωγοῦς δερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν Ἐταιρείαν νὰ μεταφέρῃ τὸ ὑπὸ αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν πετρέλαιον ἡ καὶ φυσικὸν δέριον, μέσφι τῶν τοιούτων τοιούτων ἀγωγῶν δερίων, εἴτε μέχρι τοῦ αὐστηρούτατον τοῦ χώρου, εἴτε μέχρις οἰωνδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγορᾶς δόδοι. 'Η μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς Ἐταιρείας εἰς τιμὴν κόστους πλέον 10 τοῦ ἔκατον. 'Η παροῦσα παραγραφος 11 δὲν θὰ ἐμπηνεύεται ὡς ὑποχρέωσις τῆς Ἐταιρείας νὰ κατασκευάσῃ οἰωνδήποτε σωληναγωγούς ἀργοῦ πετρελαίου ἡ ἀγωγοῦς δερίων ἡ οἰωνδήποτε ἐγκαταστάσεις μεταφυρᾶς ἐπὶ πλέον

τῶν ὅσων θά ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἴδιοκτησίαν της ἥ, καὶ ὑπὸ ἐκμετάλλευσιν οὔτε νὰ ἀνεγέρῃ ὁ οἰασδήποτε προσθέτους ἐγκαταστάσεις σχετικάς πρὸς τοιούτους σωληναγωγοὺς ἥ, ἀλλαξ ἐγκαταστάσεις μεταφορᾶς, ἐκτὸς ἐὰν 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 πετρελαῖου, κἱ ἐφαρμοστέαι τιμαὶ διεθνοῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς, ἐφ' ὃσον διετυπώθησαν εἰς ἐξωτερικὸν συνάλλαγμα, θὰ μετατρέψωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἄρθρου 13 ὁρίζομενα εἰς τὸ ἴσοτιμον τῶν εἰς δραχμὰς μὲ τὸν μηνικὸν μέσον ὅρον ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς ὁποίες ἥ, Ἐταιρεία δικαιοῦται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογικοῦ μηνός.

”Ἄρθρον 13.

### Συνάλλαγμα Ἐξωτερικοῦ.

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

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (Greek Currency) μέσῳ Τραπεζῶν ἥ προσώπων ἐπισήμως ἔξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα δολλάριων Η.Π.Α. ἥ ξένου συναλλάγματος ἐλευθέρως μετατρέψιμου εἰς δολλάρια Η.Π.Α., εἰς ποσότητας ἐπάρκεις διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητά, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς ἥ καὶ μισθώσεως εἰς τὸ ἐξωτερικὸν διὰ τοῦ ἴδιου αὐτῆς συναλλάγματος, καὶ τῆς ἐλευθέρως καὶ ἀπεριορίστου εἰσαγωγῆς ἥ καὶ χρησιμοποιήσεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ ὑπηρεσιῶν οἰασδήποτε φύσεως ἀπαιτουμένων ὑπὸ τῆς Ἐταιρείας διὰ τὰς ἐργασίας αὐτῆς περὶ ὧν ἥ παροῦσα σύμβασις.

2. ”Αμα τῇ ἐνάρξει τῆς παραγωγῆς, ἥ, Ἐταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητά ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμὰς ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἐταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν Ἕγχωριον ἀγορὰν πωλήσεων. ”Οταν τὰ εἰς δραχμὰς ἕσοδα τῆς Ἐταιρείας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἐργασιῶν εἰς μετρητά, ἥ, Ἐταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἐξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς Ἕγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολλάρια Η.Π.Α. ἥ καὶ κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς 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 τῆς ἥ, καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἥ χρεωγραφα ἥ οἰασδήποτε ἀπέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαπούς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἰσχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι, ὡς καὶ τῶν τοιούτων περὶ δεσμεύσεως ὄμοιογιῶν καὶ μετοχῶν ἥ ἐτέρων περιουσιακῶν στοιχείων. ”Ἐπενδύσεις εἰς μετοχὰς Ἐταιρειῶν θὰ ὑπόκεινται εἰς τὴν Ἕγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, τούτου μὴ δυναμένου ἐν τούτοις νὰ ἀρνηθῇ ταύτην, εἰ μὴ ἐφ' ὃσον ἥ ἐπένδυσις αὐτῇ ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἥπικίνδυνος.

3. α) ”Η Ἐταιρεία θὰ δικαιοῦται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἐξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προϊὸν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἐργασίας τῆς Ἐταιρείας εἰς μετρητά,

περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϊόντος ἐξ ἐκδόσεως μετοχῶν (stock) δανείων οἰασδήποτε μορφῆς καὶ ἀλλων προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἐξωτερικὸν πωλήσεων ὑδρογονανθράκων, κατὰ τὸ ἄρθρον 12, ἥ ἐξ ἀλλων πηγῶν, ὡς καὶ πλεονασμάτων εἰς δραχμὰς μεταφερθέντων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

β) ”Αντιθέτως, ἐὰν τὰ εἰς δραχμὰς ἕσοδα ἐκ τῆς ἐγγρίου πωλήσεως ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἐργασίας τῆς, ἥ, Ἐταιρεία θὰ μετατρέπῃ ἐν τῇ περιπτώσει ταύτη εἰς δραχμὰς μέσω Τραπεζῶν ἥ προσώπων νομίμως ἔξουσιοδοτημένων, διόπεις ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ζένον συνάλλαγμα, δολλάρια Η.Π.Α. ἥ ζένον συνάλλαγμα, ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α. εἰς ποσότητας ἐπαρκούσας πρὸς ἀντιμετώπισιν τῶν εἰς δραχμὰς ἀναγκῶν τῶν ἐργασιῶν τῆς.

γ) Κατὰ παρέκκλισιν τῶν ὑπὸ ἐδάφιον β) ὡς ἀνω διατάξεων τῆς 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 ὄρον δτι :

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

(2) ”Η Ἐταιρεία διδύνεται νὰ διατηρήσῃ ἥ νὰ αὐξήσῃ, τὸν δγκον τῶν ἐξαγωγῶν τῆς, ἐὰν αὕτη ἀπήτει πληρωμὴν εἰς δολλάρια Η.Π.Α. ἥ ἀλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια Η.Π.Α.

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

4. Συμφωνεῖται ὡσαύτως δτι ἥ παρακράτησις ξένου συναλλάγματος εἰς τὸ ἐξωτερικόν, συμφώνως τῷ παρόντι ἄρθρῳ θὰ ἐπιτρέπῃ εἰς τὴν Ἐταιρείαν τὴν κάλυψιν πλήρων, τῶν εἰς συνάλλαγμα δαπανῶν τῆς βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἀγορῶν ἥ καὶ μισθώσεων μηχανημάτων ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως, ἀναγκαίων εἰς τὴν Ἐταιρείαν διὰ τὰς ἐργασίας αὐτῆς βάσει τῆς παρούσης συμβάσεως.

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

6. ”Η Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἐταιρείας μέσῳ Τραπεζῶν ἥ προσώπων ἔξουσιοδοτουμένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ζένον συνάλλαγμα εἰς δολλάρια Η.Π.Α. ἥ ἀλλων μετατρεψίμων εἰς δολλάρια Η.Π.Α. νομισμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Ἐταιρείαν ποσὸν διὰ τὴν μεταφορὰν ἥς Ἐλλάδος τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ζένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἐταιρείας ἀμέσως καὶ δινευ καθυστερήσεως, ὁπόταν ζητεῖται, ἐπὶ τῇ βεβαιώσει τῆς Ἐταιρείας δτι ἡ αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν αὐτῆς εἰς δραχμὰς τῶν ἐπομένων τριάκοντα (30) ἡμερῶν. ”Η Ἐταιρεία πρὸς τούτους ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἐλλάδος ἥ τοὺς ἔξιουσιοδοτουμένους ἐκπρόσωπους αὐτῆς (Agents) ἐδρομαδιαίων καὶ μηνιαίων καταστάσεις ἀναγκαίων εἰς τὴν Τράπεζαν τῆς Ἐλλάδος ἥ τοὺς ἐκπρόσωπους αὐτῆς (Agents) πρὸς ἔξαχριβωσιν δτι ἡ μεταφορὰ κεφαλαίων ἥ πραγματοποιηθεῖσα ὑπὸ τῆς Ἐταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰν δραχμῶν πλεονασμάτων κατὰ τοὺς δρους τῆς παρούσης συμβάσεως.

7. ”Εὰν ἥ Ἐταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινητὸν ἥ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν

είτε άποκτηθὲν ἐν Ἐλλάδι, ή Τράπεζα τῆς Ἐλλάδος θὰ θέτῃ ἀμέσως καὶ διεύθυνσι τῆς πραγματικότητας μέσω Τραπέζης ή μέσω ἐντεταλμένων πρακτόρων ἔξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμὰς η ξένον συνάλλαγμα, ποσὸν εἰς Δολλ. Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργατῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ή Ἐταιρείας θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα, μέσω οἰασθήποτε Τραπέζης ή πράκτορος, νομίμως ἔξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συνάλλαγματος οὐχὶ διλγωτερον εὐνοϊκὴν τῆς ισχυρούσης γενικῶς δι’ ἑτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συνάλλαγμάτος θὰ περιλαμβάνῃ πᾶν «πρίμ» συνάλλαγματος, ἐπιβαρύνσεις, διαφορὰν ἐπὶ ἔλαττον (Agios) φόρους συνάλλαγματος καὶ μεσιτείας οἰασθήποτε φύσεως τυχὸν ἐπιτρεπομένας η ἐπιβαλλομένας παρὰ τοῦ Ἐλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς η πωλήσεως συνάλλαγματος δι’ ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω δρὶς ἐὰν τὸ Ἐλληνικὸν Δημόσιον ἥθελεν οὐθετήσῃ σύστημα διαφορικῶν τιμῶν συνάλλαγματος η σύστημα πολλαπλῶν πρίμ (Prims) ἔξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε η τιμὴ συνάλλαγματος εἰς τὴν ὄποιαν ή Ἐταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα, δὲν θὰ εἶναι ἐπίσης διλγωτερον εὐνοϊκὴ ἀπὸ τὸν σταθμιζόμενον μέσον δρον (Weighted Average) τῶν πραγματικῶν (Effective) τιμῶν συνάλλαγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἔξαγωγῶν μεταλευμάτων ἐξ Ἐλλάδος.

Τοιοῦτος σταθμιζόμενος μέσος δρος (Weighted Average), οὐ πολογίζηται ἀνεύ καθυστερήσεως, καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως, καὶ η τιμὴ θὰ κρατῆται ὅσον τὸ δυνατὸν τρέχουσα χρησιμοποιουμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν η ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἔξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

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

10. Ἐὰν καὶ δόπταν η Τράπεζα τῆς Ἐλλάδος ἐγκατατάξειψή τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολαρίων Η.Π.Α. αἱ τιμαὶ συνάλλαγματος τῶν Δολαρίων Η.Π.Α., ὡς καθορίζονται ἐν παραγράφῳ 12 τοῦ ἀρθρου 12 ὡς καὶ ἐν τῇ προηγουμένῃ παραγράφῳ 9 τοῦ παρόντος ἀρθρου, θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἐλληνικῆς η ξένης Τραπέζης τῆς ἐγκρίσεως τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταῦτης θὰ εἰναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συνάλλαγματος διὰ δολαρίων Η.Π.Α. ὡς καθορίζονται εἰς τὴν παράγραφον 8 τοῦ παρόντος ἀρθρου, αἱ νομίμως ἐπιτευχτέαι ἐν Ἀθήναις η Νέα. Γόρκη κατὰ τὸ τέλος τῆς ἐργασίου ἡμέρας διὰ τὴν ὑπόλιθον ζητεῖται τοιαύτη ποιετοποιήσις τιμῶν συνάλλαγματος δι’ ἄλλα ξένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν μέσω Ἐλληνικῶν η ξένων Τραπεζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας.

“Αρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Ἐταιρείας.

1. Η Ἐταιρεία ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα

ἀπασῶν τῶν ἐργασιῶν τῆς, ἐρευνητικῶν γεωτρήσεων, παραγωγῆς μεταφορᾶς καὶ πωλήσεων.

2. Η Ἐταιρεία θὰ ὑποβάλῃ εἰς τετραπλοῦν εἰς τὸ Γ΄ πουργεῖον Ἐθνικῆς Οἰκονομικᾶς τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐφεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

Ἐπεξηγηματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὑδατος κ.λ.π. θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τοὺς ὃδίους αὐτῆς χώρους συμφωνουμένου ὅτι ἀρμόδιοι ἔξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἐλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικόν. Ἐὰν τὸ Ἐλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὑλικὸν δι’ ὃδίαν αὐτοῦ χρῆσιν, η Ἐταιρεία θὰ συμμορφοῦται πρὸς τὸ αἴτημα τοῦτο, ἐφ’ ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ προσθέτους ἀσυνήθεις δαπάνας διὰ τὴν Ἐταιρείαν καὶ δὲν καθυστερεῖ η ἐμποδίζει τὰς ἐργασίας τῆς καθ’ οἰνδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἐξηπερτήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν Υπηρεσιῶν τοῦ Ἐλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ’ ὅλην τὴν Ἐλλάδα, η Ἐταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ Ἐλληνικὸν Δημόσιον εἰς τετραπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα, προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς, περιλαμβανομένων πληροφοριῶν καὶ ἐρμηνειῶν παρὰ τῆς Ἐταιρείας καὶ η τῶν ἐργολάβων, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις ὅτι ἀπασαὶ αἱ ἀτομικαὶ πληροφορίαι τῆς Ἐταιρείας ὡς καὶ τῶν ὑπὸ αὐτῆς ἐλεγχομένων καὶ συνεργαζομένων Ἐταιρειῶν καὶ οἰασθήποτε συμπέρασματα καὶ ἐρμηνεῖαι κτώμεναι ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Ἐταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦνται εἰς τὸ Ἐλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἐταιρείας.

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

α) Διὰ τὴν σεισμικὴν ἔρευναν :

(1) Πλήρης σειρὰ σεισμικῶν τομῶν γρόνου (Seismic Time Sections) δι’ ὅλη τὰ μετρηθέντα σεισμικὰ προφίλ (Seismic Profiles).

(2) Πλήρη στοιχεῖα τῶν μετρήσεων προσδιορισμοῦ ταχυτήτων διὰ τῆς μεθόδου διαχλάσεως (Velocity Determination By Refraction Method).

(3) Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ἴδια κατέρρεως δι’ ἔκαστον συνεχῆ δρίζοντα χροτῶν ἴσογράφων καμπυλῶν (Mars of Isochrones for Each Continuum or Phantom Horizon).

(4). Τεγνικά ἐκθέσεις περὶ τῶν ἐπὶ τόπου τῶν ἐργῶν χρησιμοποιηθεῖσῶν μεθόδων.

β) Διὰ τὴν γεωτρητικὴν ἔρευναν :

(1) Εθδομαχδιαῖνον δελτίον προόδου γεωτρητικῆς ἐργασίας.

(2) Στρωματογραφικαὶ καὶ λιθολογικαὶ τομαὶ τῶν γεωτρήσεων (Stratigraphical and Lithological Log of Drill-Holes).

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

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις : Schlumberger (τρε Different Loggings).

Τὰ ἀντίγραφα τῶν ἐγγραφῶν (Copies of Recordings) διὰ τὰς ἀκολουθουσιας μετρήσεις ἐντὸς τῶν γεωτρήσεων.

(1) Ἐγγραφὴ ἡλεκτρικῆς εἰδικῆς ἀντιστάσεως (Electrical Resistivity Logging).

(2) Ἐγγραφὴ ἡλεκτρικοῦ φυσικοῦ δυναμικοῦ (Self-Potential Logging).

(3) Ἐγγραφὴ ἀκτίνων γάμου καὶ νετρονίων (Gama Ray and Neutron Logging).

(4) Ἐγγραφὴ ταχύτητος σεισμικῶν κυμάτων (Velocity Logging).

(5) Ἐγγραφὴ Laterolog-Microlaterolog.

(6) 'Εγγραφή κλίσεως και παρατάξεως στρωμάτων (Dipstrike Logging).

'Επι πλέον τών ώς άνω στοιχείων ή 'Εταιρεία ίποχρεούται ίπας ίποβάλλη είς τό 'Υπουργείον 'Εθνικῆς Οίκονομίας άντηραφα είς τετραπλούν τυχὸν ἐκπονηθησομένων γεωλογικῶν και φωτογεωλογικῶν χαρτῶν ώς και συλλεγέντα ὀκεανογραφικὰ στοιχεῖα ἀπ' εὐθείας είς τό 'Αρχηγείον Ναυτικοῦ.

4. 'Η 'Εταιρεία θὰ γνωστοποιῇ είς τό 'Υπουργείον 'Εθνικῆς Οίκονομίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπὲρ τῆς διάδηποτε φρέατα, τὴν ἔναρξιν και συμπλήρωσιν τῶν ἔργων τῶν γεωτρήσεως η και διακοπὴν αὐτῶν ώς και τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.'

'Η ίποχρέωσις αὕτη εἶναι πρόσθετος τῆς ώς άνω ἐν παραγράφῳ 2 ίποχρεώσεως ίποβολῆς τριμηνιαίων και ἐτησίων καταστάσεων.

5. Οίκονομικαι ἀκόμητες τῆς 'Εταιρείας θὰ ίποβάλλωνται ίπας τῆς 'Εταιρείας είς τό 'Υπουργείον 'Εθνικῆς Οίκονομίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περιόδου.

Τὸ 'Υπουργείον 'Εθνικῆς Οίκονομίας και ἀλλαι ἔξουσιοδοτημέναι 'Υπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν, κατὰ λογικὰ χρονικὰ διαστήματα, μετὰ προγρουμένην εἰδοποίησιν, τὰς ἐπισήμους καταστάσεις και βιβλία τῆς 'Εταιρείας, κατὰ τρόπον ὅμως μὴ παρακαλύοντα τὰς ἔργασίας τῆς 'Εταιρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἔγγρωφῶν.

6. 'Εξουσιοδοτημένοι ἀντιπρόσωποι τοῦ 'Υπουργείον 'Εθνικῆς Οίκονομίας και εἰδικώτερον τῶν ἐπιστημονικῶν και τεχνικῶν 'Υπηρεσιῶν τοῦ 'Ελληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπισκέπτωνται και παρακολουθοῦν τὰς ἐπιστημονικὰς και τεχνικὰς ἔργασίας τῆς 'Εταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσι γνῶσιν τῶν λεπτομερειῶν τῆς πρόδου τούτων. Αἱ ἐπισκέψεις αὕται θὰ λαμβάνουν χώραν κατὰ τρόπον ὥστε νὰ μὴ παρακαλύονται αἱ τρέχουσαι ἔργασίαι τῆς 'Εταιρείας.

7. 'Εξαίρεσει γενικῶν ἀριθμῶν, ἀναφερομένων είς τὸ συνολικὸν βάθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων και τὴν συνολικὴν παραγωγὴν κατὰ περιοχὴν, τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ίποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθέσεις και ὄλικὸν διαβιβάζομενα ίπας τῆς 'Εταιρείας ώς ἐμπιστευτικά, ἐκτὸς ἐὰν η 'Εταιρεία εἰδοποιήσῃ εἰδικῶς και ἔγγραφως τὸ 'Ελληνικὸν Δημόσιον, ἐν σχέσει πρὸς ὡρισμένην τιὰν πληροφορίαν, ὅτι ἀπαλλάσσει τοῦτο τῆς ίποχρεώσεως ταύτης.

8. Κατ' ἔξαίρεσιν τοῦ κανόνος τούτου, τὸ 'Ελληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τῶν η ἐτέρους σκοπούς, τὰ ἐπιστημονικὰ η τεχνικὰ στοιχεῖα και πληροφορίας, παρεχομένας πρὸς τοῦτο ίπας τῆς 'Εταιρείας, τρία (3) ἔτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς 'Εταιρείας, ἐν σχέσει πρὸς ὡρισμένην ἔρευνητικὴν περιοχὴν η παραχώρησιν εἰς η ἀναφέρονται τὰ στοιχεῖα ταῦτα η ἀμέσως μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως. 'Η 'Εταιρεία δὲν θὰ ἀρνήται ἀδικαιολογήτως εἰς τό 'Ελληνικὸν Δημόσιον τὴν ἔγκρισίν της διὰ τὴν δημοσίευσιν η τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα, πρὸς τὸν σκοπὸν δημοσιεύσεως η ἀλλως και ἐνωρίτερον τῶν ἐν τῇ προγρουμένη φράσει καθορίζομένων χρονικῶν ὄριων, εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς 'Εταιρείας διθεισῶν πληροφοριῶν, ἐὰν κατὰ τὴν κρίσιν τῆς 'Εταιρείας τοῦτο δύναται νὰ γίνη ἀνεύ ζημίας τῶν συμφερόντων αὐτῆς.

'Αρθρον 15.

Κατάληψις ἐδάφους-Δουλεῖαι διόδου-Δικαιώματα  
χρησιμοποιήσεως ίδιατων και οίκοδομικῶν ὄλικῶν.

1. 'Η 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ και χρησιμοποιῇ ἀνεύ ἀποζημιώσεως τινος και κατόπιν ἔγκρισεως τοῦ 'Ελληνικοῦ Δημοσίου, ἐδάφη ώς και ὑπόγεια και ἐπιφανειακὰ ίδιατα και λατομικοὺς χώρους, ἐφ' ὅσον δὲν εἶναι μεμισθωμένα, ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἔργων, ἐφ' ὅσον ταῦτα ἀνή-

κουσι κατὰ κυριότητα εἰς τὸ 'Ελληνικὸν Δημόσιον. 'Ἐγνοι οἱ ἀναγκαιούντες χώροι ἀνήκωσιν εἰς ίδιωτας η ἐπερχόμενα πρόσωπα, η κατάληψις τούτων θὰ πραγματοποιῆται βάσει τῶν κειμένων νόμων.

2. 'Επιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀνηγκαιούσαι διὰ τὰς ἐρεύνας και ἐκμετάλλευσιν ἀπαλλοτριώσεις ζένων ίδιοκτησιῶν, περιλαμβανομένων και γαιῶν περικλεισουσῶν ὑπόγεια ίδιατα ἐπιφανειακὰ ίδιατα η πηγάς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη και δαπάναις τῆς 'Εταιρείας. Αἱ περὶ προστασίας τῆς ίδιοκτησίας ώς και περὶ ἀπαλλοτριώσεως ὑπέρ τῶν ἀναγκῶν ἐκμετάλλευσεως μεταλλείων δικτάζεις τοῦ Μεταλλευτικοῦ Κώδικος, ώς και αἱ λοιπαὶ δικτάζεις τῶν πρεταλλείων Νόμων και ἐτέρων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν η εἰδικῶν Νόμων, ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ίπας τῆς παρούσης συμβάσεως ὁρίζομενα και τὰς δικτάζεις τοῦ Νόμου 3948/1959 περὶ ίδρυσης παρούσης συμβάσεως ίδρυζόμενα.

3. Τὸ 'Ελληνικὸν Δημόσιον, οἱ Δῆμοι και Κοινότητες, ώς και οἱ ίδιοκτῆται η κάτοχοι ἀγροτικῶν η ἀστικῶν ἀνήτων ίποχρεούνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων διὰ τὴν μεταφορὰν ίδρυσης πανθράκων η, ὑπου η ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ η σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώσεων. Προσέτι, οἱ αὐτοὶ ώς άνω ίποχρεούνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαίων ἔργων, διὰ τὴν κατασκευὴν, χρῆσην συντήρησην η ἐπισκευὴν τῶν σωληνώσεων τούτων. 'Εφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ώς άνω δικαιωμάτων τῆς 'Εταιρείας βλάπτεται η ίδιοκτησία η τὰ δικαιωμάτα Δήμων, Κοινοτήτων, ίδιωτῶν, φυσικῶν η νομικῶν προσώπων, ἔξιρέσει τῆς ίδιοκτησίας και τῶν δικαιωμάτων τοῦ 'Ελληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς 'Εταιρείας ἀποζημίωσις, καθορίζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ίσχυούσκες ἐκάστοτε διατάξεις. Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δινανται νὰ συνιστῶνται κατὰ τὰς ίσχυούσας διατάξεις διυλεῖαι ίπας τοῦ 'Ελληνικοῦ Δημοσίου πρὸς χρῆσην τῆς 'Εταιρείας, τῆς σχετικῆς ἀποζημιώσεως καταβαλλούμενής ίπας ταύτης.

'Η 'Εταιρεία δικαιοῦται προσέτι νὰ ποιῆται χρῆσην, τηροῦσα τὰς οἰκείας διατάξεις τοῦ A.N. 1540/1938 ἀρθρον 12 και τοῦ A.N. 2344/1940 περὶ αἰγιαλοῦ και παραλίας και παντὸς ἐπέρου διέτρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου, χώρων ἐντὸς ζωῶν λιμένων, προκυμαιῶν και δρμῶν ἀνηγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν μλικῶν και ίδρυσης πανθράκων και τὴν σχετικὴν ἀποθήκευσιν τούτων, ώς και τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἔγκραταστάσεων, τόσον ἐπὶ τῶν προβλητῶν, προκυμαιῶν και δρμῶν, δομῶν και ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείξεως τοῦ 'Αρχηγείου Ναυτικοῦ τὴν ίδιαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἀνεύ σοβαροῦ λόγου.

4. Καθυστερήσεις εἰς τὰς ἔργων στοιχεῖα τῆς 'Εταιρείας και τὴν ἐκπλήρωσιν τῶν ίποχρεώσεων τῆς βάσει τῆς παρούσης συμβάσεως, διφεύλομεναι εἰς ἔλλειψην ἀπαραίτητου διὰ τὰς ἔργων στοιχεῖας ἐνεργείας η ἀδείας οἰασδήποτε Κρατικῆς 'Αρχῆς η τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς και προστικούσης ἐνεργείας ἐκ μέρους τῆς 'Εταιρείας, θὰ θεωρεῖται ἀνωτέρα βίᾳ, συγεπιφέρουσα και ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίας.

"Αρθρον 16.

Χρησιμοποίησις 'Εργολάβων.

1. Διὰ τὴν διεξαγωγὴν ἔργων στοιχεῖα τῆς 'Εταιρείας συμφώνως πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων και τῶν γεωφυσικῶν ἔρευνῶν και γεωτρήσεων, η 'Εταιρεία δὲν θὰ δικαιοῦται τῆς παρούσης συμβάσεως, διφεύλομεναι εἰς ἔλλειψην ἀπαραίτητου διὰ τὰς ἔργων στοιχεῖας ἐνεργείας η ἀδείας οἰασδήποτε Κρατικῆς 'Αρχῆς η τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς και προστικούσης ἐνεργείας ἐκ μέρους τῆς 'Εταιρείας, θὰ θεωρεῖται βίᾳ, συγεπιφέρουσα και ἀπάσας τὰς συνεπείας τῆς ἀνωτέρας βίας.

2. Τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τῶν συμμολογουμένων μετὰ τῶν ἐργολάβων και ὑπεργολάβων, περὶ ὃν η προηγουμένη παράγραφος 1, θὰ ἀναγκαιούσαι τὸν έπισημον μορφήν.

3. Αἱ διατάξεις τῶν ἄρθρων 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζονται ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ τῶν ὡς ἀνω ἔργολάβων καὶ ὑπεργολάβων καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν. Αἱ διατάξεις τοῦ ἄρθρου 13 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἐταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἔργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἔργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς Ἐταιρείας, κατὰ τὴν διάρκειαν οὕτως διαχειριστικῆς περιόδου, θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἐταιρείας συμφώνως πρὸς τὰ ἐν ἄρθρῳ 3 τῆς παρούσης ὄριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἔργολάβων καὶ ὑπεργολάβων τῆς Ἐταιρείας ἔργασία θὰ θεωρήται ὡς ἔργασία 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 ἀπάστας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνας.

#### Ἄρθρον 17.

Ἀπασχόλησις Ἐλληνικοῦ καὶ Ξένου Προσωπικοῦ.

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

2. Ἐπὶ τῇ αἰτήσει τῆς Ἐταιρείας τὸ Ἐλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἔγκρινῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἔργασίας καὶ ταξειδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἀνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας ἐφ' ὅσον δὲν συντρέχουσιν λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν, περίπτωσις ἥτις ἔχει ἐφαρμογὴν καὶ ἐπὶ τοῦ ἡμεδαποῦ ἀπασχοληθησομένου προσωπικοῦ. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦνται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἐταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας μετὰ πάροδον ἕξ (6) μηνῶν ἀπὸ τῆς χορηγήσεως ἀδείας διαμονῆς καὶ ἔργασίας ἐν Ἑλλάδι θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἐλληνικοῦ φόρου εἰσοδήματος μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἐταιρείας δι' ἔργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθός, εἴτε καταβληθεὶς ἐν Ἑλλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἔξωτερικὸν εἰς ξένον συνάλλαγμα, θὰ εἶναι ἔκεινος ὁ ὄποιος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἐταιρείας. Ἐπὶ πλέον οἱ ὑπάλληλοι οὗτοι θὰ δυκαιοῦνται τῶν προνομίων τοῦ Ν.Δ. 2548/1953, κυρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἐλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονῆς τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι θὰ ἀρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἔργασίας. Ἀπουσίαι ἕξ Ἐλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε, θὰ προστίθενται εἰς τὴν περίοδον τῶν ἕξ (6) μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἧς ὁ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἐλληνικοῦ φόρου εἰσοδήματος. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἐταιρείας θὰ καταβάλῃ ἀπαντάς τοὺς λοιποὺς Ἐλληνικούς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκάστοτε νομοθεσίαν.

4. Ἡ Ἐταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἐλλήνας ὑπηκόους διὰ πᾶσαν ἔργασίαν ἢ θέσιν εἰς τὴν ὄποιαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πειρά. Ως πρὸς τὰς ἔργασίας τὰς ἀπαντούσας εἰδικευμένας γνώσεις ἡ Ἐταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν Ἐλλήνων τῶν ὄποιων εἶναι δυνατὴ ἢ ἐξεύρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς Ἐταιρείας, τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἔργασιῶν.

5. Ἐν σχέσει πρὸς τὰ ἔργατικά ἀτιναένδεχται νὰ λάβωσι χώραν κατὰ τὴν διάρκειαν τῶν ἔργασιῶν τῆς παρούσης συμβάσεως, ἡ Ἐταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἐλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τῆς παρούσης Συμβάσεως. Ἐπίσης ἡ Ἐταιρεία κατὰ τὰς ἔργασίας

γεωτρήσεων ὑψεῖται νὰ συμμορφωθεῖ πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἰσχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἐργασιῶν.

6. Ἡ Ἐταιρεία θὰ ὑποχρεοῦται, ἀμαὶ τὴν ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἄρθρῳ 5 παρ. 1 καὶ 2, νὰ δέχηται πρὸς ἑκπαίδευσιν καθ' ἔκαστον ἔτος δύο ὑποψήφιους ὑποδεικνυομένους δὲ εἰς τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἐλληνικοῦ Δημοσίου νοούμενου, διτι:

α) "Απασαι αἱ δαπάναι τῶν μαθηματικῶν θὰ καταβάλλωνται ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου.

β) Τὸ πρόγραμμα ἑκπαίδευσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικάς ἔργασίας, καὶ δὲ λεπτομέρειαί των θὰ καθορίζωνται ἑκάστοτε ὑπὸ τῆς Ἐταιρείας ἐπὶ τῇ βάσει γενικῶν δημηγιῶν τοῦ Ἐλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν διπλῶς παρέχηται ἡ δυναξότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσειν τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Ἡ περίοδος ἑκπαίδευσεως θὰ εἶναι κανονικῆς διαρκείας ἔξι μηνῶν, πλὴν ἀντιθέτου ἀμοιβαίας ἴκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψήφιου διὰ τὴν θέσιν τοῦ ὑποδειγμένους ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου μαθητευόμενου θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἐταιρείας, ἥτις δύναται νὰ ἀρνηθῇ ταύτην, ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκομένου σκοποῦ. Ἡ Ἐταιρεία θὰ ἔχῃ ὁσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἐλληνικοῦ Δημοσίου ἀνάκλησην μαθητευόμενου, ἥδη ἔγκριθέντος παρὰ τῆς Ἐταιρείας διὰ τοὺς αὐτοὺς ὡς ἀνω λόγους. Εἰς ἀμφοτέρας ὅμιως τὰς ὡς ἀνω περιπτώσεις τὸ Ἐλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδειξεως ἀντικαταστάτου.

#### Άρθρον 18.

Λογιστικὰ Βιβλία.

Τὰ λογιστικὰ βιβλία καὶ τὰ σχετικὰ πρὸς ταῦτα στοιχεῖα τῆς Ἐταιρείας ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἐταιρείας εἰς τὴν Ἐλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ἡ Ἐταιρεία καὶ εἰς τὴν Ἀγγλικήν, συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τὸν ἐκάστοτε ἐν Ἑλλάδι ἰσχύοντα Κώδικα Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἐταιρείαν ὅπως ἐκφράζῃ τὰ ἐκ τοῦ ἔξωτερικοῦ εἰσαγόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς τὸ δολλάριο ΉΠΑ καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ἰσολογισμούς εἰς τὸ αὐτὸν νόμισμα.

Αἱ φορολογικαὶ δηλώσεις ὅμιως τῆς Ἐταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἐλληνικὰς Ἀρχὰς θὰ συντάσσονται εἰς δραχμὰς διὰ τῆς χορηγημοποιήσεως, διὰ τὴν μοτατροπὴν εἰς ξένον συνάλλαγμα τῶν ποσῶν, τοῦ κανόνος μετατροπῆς ξένων νομισμάτων τοῦ καθοριζόμενου ἐν παραγγέλφοις 8 καὶ 9 τοῦ ς 13.

#### Άρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

Ἡ Ἐταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ἀπόλυτον ἐλευθερίαν διοικήσεως καὶ διαχειρίσεως τῶν ἔργασιῶν καὶ τῆς διαστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως. Ἡ Ἐταιρεία θὰ κέντηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν, τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἔργασιῶν, πλὴν τυχὸν ρητῆς ἀντιθέτου διατάξεως τῆς παρούσης συμβάσεως.

Τὸ Ἐλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἔσυντῷ τὸ δικαίωμα ὅπως ἀνὰ πᾶσαν στιγμήν, κατὰ τὰς ὥρας ἔργασίας, διὰ τῶν ἀρμοδίων δργάνων ἐλέγχου τοῦ ἐπιθεωρῆτης τὰς ἔργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς ἔγκαταστάσεις ἔργασιῶν τῆς Ἐταιρείας ἐν Ἑλλάδι, ἀποκλειστικῶν πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δικτυων.

#### Άρθρον 20.

Ἐπιστροφή.

1. Οποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμ-

βάσεως, ή 'Εταιρεία θά ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ 'Ελληνικὸν Δημόσιον ὅλας ἡ οἰονδήποτε τυμῆμα μιᾶς ἡ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἔκεινην παρὰ τῆς 'Εταιρείας, μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι, ἐὰν ἐπιστραφῇ τῷ μῆμα μόνον ἐρευνητικῆς ἐκτάσεως, τὸ τμῆμα τοῦτο δὲν θὰ εἴναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιμέτρων.

2. Εἰς οἰανδήποτε στιγμὴν διαρκούσης τῆς ἴσχυός τῆς παρούσης Συμβάσεως, ἡ 'Εταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἔκουσίων εἰς τὸ 'Ελληνικὸν Δημόσιον οἰανδήποτε ἡ ἀπάσας τὰς παραχωρήσεις πρὸς ἔκμετάλλευσιν ἀς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἔκεινην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἥν θὰ πραγματοποιηθῇ οἰανδήποτε ἔκουσία ἐπιστροφή, κατὰ τὰ ἐν παραγράφοις 1 καὶ 2 ἀνωτέρω ὁρίζομενα, ἀπαντα τὰ δικαιώματα καὶ ὑποχρεώσεις τῆς 'Εταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν ἡ τμῆμα αὐτῆς ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν πρὸς ἔκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ 'Εταιρεία θὰ ἔχῃ ἐκπληρώσει ἀπάσας τὰς ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν (ἡ τμῆμα αὐτῆς) ἡ εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν (ἡ τμῆμα αὐτῆς) ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν πρὸς ἔκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἐκτασιν ἡ εἰς τὴν ἐπιστραφεῖσαν παραχωρησιν πρὸς ἔκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἰονδήποτε ἐκ τῶν τῶν ἀναφερομένων ἐν τῷ ρηθέντι ἄρθρῳ 3 διαρκοῦντος τοῦ ὄποιου λαμβάνει χώραν ἡ τοιχύτη ἐπιστροφῆ.

#### "Αρθρον 21.

Πρόστιμα καὶ ἔκπτωσις.  
Λύσις τῆς Συμβάσεως διὰ τῆς λήξεως.

#### Πρόστιμα :

1. Τὸ 'Ελληνικὸν Δημόσιον δύναται, ὁποτεδήποτε διαρκούσης τῆς ἴσχυός τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν ἄλλως προβλέπεται ἐν αὐτῇ κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν, νὰ ἐπιβάλῃ ὡς ποινὴν διὰ παράβασιν τῶν δρων αὐτῆς ἡ διὰ μὴ συμμόρφωσιν τῆς 'Εταιρείας πρὸς τὰς ἔξ αὐτῆς ὑποχρεώσεις τῆς, πρόστιμα εἰς τὴν 'Εταιρείαν δυνάμενα νὰ ἀνέλθουν μεταξὺ Δολλ. ΗΠΑ 1000 καὶ μέχρι 5.000 δι'. ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποίησεως τῆς 'Εταιρείας ὑπὸ τοῦ Δημοσίου τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλαρίων ΗΠΑ 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις α) ἔως στ.) τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλαρίων ΗΠΑ 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθοι :

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

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

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

δ) Μὴ πληρωμὴ τῶν κατὰ τὸ ἄρθρον 9 δικαιωμάτων.

ε) Μὴ ἱκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς αὗται δρίζονται ἐν ἄρθρῳ 12.

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

2. Η κατὰ τὴν παραγράφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιηται πάραυτα ἐγγράφως εἰς τὴν 'Εταιρείαν καὶ τὸ πρόστιμον θὰ καταβάλληται ὑπὸ αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον δύμως ἡ 'Εταιρεία δὲν ἔχει προβῆτη εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως τῆς ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30ητα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεως καὶ διακοπῶν, πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς παραβάσεως ἡ τῆς μὴ συμμορφώσεως, ἡ δὲν προσέφυγεν ἐντὸς τοῦ παρόντος ἄρθρου.

περιπτώσεως παραβάσεως περὶ ἡς τὸ ἐδάφιον γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς τὴν διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαιτησίας.

Ἐὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἰναι εἰς βάρος τῆς 'Εταιρείας, αὕτη θὰ δικαιοῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς αὐτὴν τῆς δριστικῆς ἀποφάσεως, νὰ συμμόρφωσις πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις τῆς, ἐντὸς τῆς δριστικῆς προθεσμίας θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἀκυρον καὶ μὴ οὖσαν.

#### "Εκπτωσις

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

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

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

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

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν δολλαρίων ΗΠΑ 100.000 ἡ 300.000 ἐντὸς τριμήνου ἀφ' ἡς ἡ ἐγγύησης αὕτη ἡθελε καταστῆ μικροτέρα τῶν δολλαρίων ΗΠΑ 100.000 ἡ 300.000, ἐξ οἰονδήποτε λόγου δρεινου εἰς πταῖσμα ἡ ἀμέλειαν τῆς 'Εταιρείας δριστεδήποτε διαικούσης τῆς ἴσχυός τῆς παρούσης συμβάσεως.

4. Η ἔκπτωσις, ὡς προβλέπεται ἐν παραράφῳ 3 ἀνωτέρω, δυνατὸν νὰ ἀφορῇ εἴτε εἰς ἀπαντα, τὰλπορρέοντα ἐκτῆς παρούσης συμβάσεως δικαιωμάτων τῆς 'Εταιρείας εἴτε μόνον εἰς εἰδικάς ἐρευνητικάς περιοχάς ἡ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς 'Εταιρείας ἀναλόγως τοῦ ἀνήσυμμόρφωσις ἡ παράβασις τῆς 'Εταιρείας ἀναφέρεται εἰς δόλωληρον τὴν σύμβασιν ἡ εἰς εἰδικάς ἐρευνητικάς περιοχάς ἡ παραχωρήσεις. Ἐν περιπτώσει διαικητικῆς ἐκπτώσεως ἡ συμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἴσχυός τῆς τοιαύτης ἔκπτωσεως.

5. Η ἀπόφασις τοῦ 'Ελληνικοῦ Δημοσίου, ἡ κηρύσσουσα τὴν ἔκπτωσιν τῆς 'Εταιρείας ἐκ τινος ἡ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων τῆς, θὰ γνωστοποιηται πάραυτα εἰς τὴν 'Εταιρείαν καὶ ἡ ἔκπτωσις θὰ ἴσχυῃ μετὰ ἐνενήκοντα (90) ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν δρόν δύμως ὅτι 'Εταιρεία δὲν ἤρξατο ἐνεργειῶν, καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ ἀνευ διαικοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἡ παραλείψεως ἐντὸς τῆς εἰρημένης ροθπεσμίας τῶν 90 ἡμερῶν, ἡ δὲν προσέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26, ἐντὸς τῆς εἰρημένης προθεσμίας ἔξαιρουμενης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθωρισμένα ὑπὸ τῆς διαιτησίας χρονικά δρια ὡς ἐν ἐδαφίῳ β' τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21 ὅριεται. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἴσχυν τῆς ἔκπτωσεως κατὰ τὴν διάρκειαν τῆς διαιτησίας διαιτησίας. 'Εὰν ἡ ἀπόφασις τοῦ Διαιτητικοῦ Δικαστηρίου εἰναι εἰς βάρος τῆς 'Εταιρείας, αὕτη κέκτηται προθεσμίαν τριάκοντα ἡμερῶν, ἀπὸ τῆς κοινοποίησεως εἰς αὐτὴν τῆς δριστικῆς ἀποφάσεως, ἵνα συμμόρφωσις πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις τῆς, ἐντὸς τῆς δριστικῆς προθεσμίας, καθιστᾶ τὴν κήρυξιν τῆς ἔκπτωσεως ἀκυρον καὶ μὴ οὖσαν.

6. Διὰ τὴν ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ 'Ιπουργοῦ 'Εθνικῆς Οἰκονομίας εἰς βάρος τῆς 'Εταιρείας ἡ διὰ τὴν κήρυξιν αὐτῆς ἔκπτωτου ἐκ τῶν δυνάμει τῆς παρούσης συμβάσεως δικαιωμάτων τῆς, ἀπαιτεῖται ἡ προηγουμένη σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαικητικήται εἰς τὴν 'Εταιρείαν δύο μετὰ τῆς γνωστοποιήσεως περὶ ἡς αἱ παραγράφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου γνωστοποιήσεις δέον νὰ πραγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἥν τὸ 'Ελληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παραχώρσεως

η, τής μή συμμορφώσεως τής 'Εταιρείας πρὸς τὰς ὑπογρεώ-  
ταις τῆς.

### Α ἡ ξις

8. α) Λύσις τῆς παρούσης Συμβάσεως διὰ λήξεως θά χω-  
ρὶ ἄμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων  
τῶν ἐν λόγῳ περιόδων ἴσχυος, ἀπάντων τῶν δικαιωμάτων ἐ-  
ζερευνήσεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἰτίνες  
θὰ κατέχωνται ἔκαστοτε ὑπὸ τῆς 'Εταιρείας δινάμει τῆς πα-  
ρούσης συμβάσεως.

β) Κατ' ἔξαρίσειν τῶν ἐν τῷ προηγουμένῳ ἔδαφ. α' δρι-  
ζούμενων, εἰς ἣν περιπτώσιν ἡ 'Εταιρεία, διαρκοῦντος τοῦ 5ου  
ἔτους ἀπὸ τῆς ἐνάξρεως τῆς ἴσχυος τῆς παρούσης συμβάσεως  
(διεύτερον ἔτος τῆς ἀνανεώσεως περὶ ἣς τὸ ἀνωτέρω ἄρθρον 2  
παράγρ. 3) ἥρξατο τῶν ἐγραπτῶν ἀνορύζεως προσθέτου ἐ-  
ρευνητικῆς γεωτρήσεως (ἐπὶ πλέον τῶν ἐν ἄρθρῳ 3 παρ. 1 τῆς  
παρούσης συμβάσεως προβλεπομένων τριῶν τοιεύτων) αἱ δὲ  
ἔργοσίαι αὐταισυνεχίονται εἰσέτι κατὰ τὴν λήξιν τοῦ ρη-  
θέντος 5ου ἔτους, ἡ ἴσχυς τῆς παρούσης συμβάσεως παρατεί-  
νεται αὐτοδικαίων μέχρι τῆς ἡμερομηνίας συμπληρώσεως τῶν  
ἐν λόγῳ ἐργασῶν καὶ ἀνορύζεων βαθείας γεωτρήσεως ὑπὸ  
τὴν ἔννοιαν τοῦ ἄρθρου 4 παράγρ. 7, ἡ μέχρι τῆς ἡμερομηνίας  
παρελεύσεως ἐνὸς ἔξαμψην ἀπὸ τῆς λήξεως τοῦ ρηθέντος  
5ου ἔτους, οἰασδήποτε τῶν ἡμερομηνιῶν τούτων ἔσται προ-  
γευστέρα.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως εἴτε  
διὰ λήξεως (παρ. 8 ἀνωτέρω) εἴτε δὶ' ἐκπτώσεως (παρ. 3, 4  
καὶ 5 ἀνωτέρω) εἴτε δὶ' ἐπιστροφῆς (ἄρθρον 20), τὸ Ἑλλη-  
νικὸν Δημόσιον δὲν θὰ δικαιοῦται ἀποζημιώσεως ἡ οἰασδή-  
ποτε ἀλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως, ὑπὸ τὴν  
προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως διλικῆς ἐκ-  
πτώσεως, ἀπασαι αἱ ὑποχρεώσεις τῆς 'Εταιρείας, αἱ συσσω-  
ρεύθησαι μέχρι τῆς ἡμερομηνίας λύσεως, δέον νὰ ἔχουν ἐκ-  
πληρωθῆ παρὰ ταῦτης περιλαμβανομένων καὶ τῶν τυγχα-  
νουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν πα-  
ραγράφῳ 3 τοῦ ἄρθρου 20.

"Αρθρον 22.

### Διάθεσις τῆς Ἰδιοκτησίας τῆς 'Εταιρείας.

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς 'Εταιρείας ἐπὶ  
οἰασδήποτε ἐρευνητικῆς ἐκτάσεως ἡ τμήματος ταύτης, ἡ πα-  
ραχωρήσεως πρὸς ἐκμετάλλευσιν δὶ' οἰονδήποτε τῶν ἐν ἄρ-  
θροις 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λό-  
γων, ἀπαντα τὰ ἀνορυχθέντα παρὰ τῆς 'Εταιρείας φρέατα  
ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων ἡ τμήματος τούτων ἡ ἐπὶ  
τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὅποιων ἐ-  
λήξῃ τὰ δικαιώματα τῆς 'Εταιρείας, εἴτε παραγόντων ὑ-  
δρογονάνθρακας εἴτε μή, μετὰ τῶν κεφαλῶν ν φρεάτων (Well  
Head) καὶ τῶν ὑποστηρίξεων (Casing) τῶν ὑφισταμένων  
εἰς τὸ φρέατα ταῦτα, θὰ μεταβιβάζωνται ὑπὸ τῆς 'Εταιρείας  
εἰς τὸ Ἑλληνικὸν Δημόσιον ἀνευ ἀποζημιώσεως τιοῖς.

"Απαντα τὰ μὴ παραγωγικά φρέατα δέον νὰ κλεισθοῦν  
(Plugged) καταλλήλως ὑπὸ τῆς 'Εταιρείας καὶ δὶ' ἔξοδων  
κατατίθεται, ἀπαντα δὲ τὰ στρώματα ὕδατος δέον ὀσαύτων νὰ  
κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον. Τὰ παραγω-  
γικά φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς  
κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν δρόν ὄμως ὅτι ἡ  
'Εταιρεία δικαιοῦται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις  
τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκα-  
ταστάσεις προκαταρτικῆς ἐπεξεργασίας καὶ ἔξοπλισμόν, καθ'  
ἢ ἔκτασιν τοῦτο δύναται νὰ γίνη χωρὶς νὰ παραβλάπτῃ ἡ θέ-  
τη ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων,  
ἡ 'Εταιρεία δικαιοῦται νὰ διαθέτῃ ἐλεύθερως καὶ καθ' οἰο-  
νδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν  
καὶ οἰασδήποτε ἀλλα δικαιωμάτα, οἰασδήποτε φύσεως, καθ'  
ἢ ἄλλα διαρκείαν τῆς ἴσχυος τῆς παρούσης συμβάσεως, μετὰ  
τὴν καθ' οἰονδήποτε τρόπον λήξιν ἡ λύσιν αὐτῆς, ἀσχέτως  
τοῦ ἐν τὰ κινητὰ ἡ ἀκίνητα ταῦτα ἡ ἄλλα δικαιωμάτα εὐ-  
εργηται ἐντὸς ἡ ἐκτὸς τῶν ἐρευνητικῶν ἐκτάσεων ἡ καὶ τῶν  
παραχωρήσεων πρὸς ἐκμετάλλευσιν τῆς 'Εταιρείας.

3. Ἐὰν ὄμως ἡ 'Εταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν  
ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἀλλα δικαιωμάτα

οἰκοδήποτε φύσεως ἐκ τῶν εὑρισκομένων ἐντὸς ἐρευνητικῆς  
ἐκτάσεως ἡ παραχωρήσεως πρὸς ἐκμετάλλευσιν δὶ' ἀς ἔλη-  
ξαν τὰ δικαιώματα τῆς 'Εταιρείας, τὸ Ἑλληνικὸν Δημόσιον  
θὰ ἔχῃ τὸ δικαιώματα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἡ  
τμήματος τῶν τοιούτων κινητῶν ἡ ἀκινήτων εἰς τὴν τρέχουσαν  
ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα ἔτη ἴσχυος ἐκάστης τῶν παραχωρή-  
σεων πρὸς ἐκμετάλλευσιν, ἀς θὰ κατέχῃ ἡ 'Εταιρεία βάσει  
τῆς παρούσης συμβάσεως, οὐδεμίᾳ πώλησις ἀκινήτων ἀνη-  
κόντων τῇ 'Εταιρείᾳ, καὶ κειμένων ἐντὸς τοιαύτης παραχω-  
ρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται, ἀνευ τῆς προγ-  
γούμενης εἰς ἡγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου.  
Ἐν ἡ περιπτώσει δὲν ἥθετε δοθῆ ἡ ρηθεῖσα ἐγκρίσις, ἡ ἀκί-  
νητος αὐτῆς ἰδιοκτησία θὰ περιέρχηται ἀνευ οἰασδήποτε κατα-  
βολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον Δημόσιον ἄμα τῇ λήξει τῆς ἴσχυος  
τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐάν, ὁποτεδήποτε διαρκύσης τῆς ἴσχυος παρούσης  
συμβάσεως ἡ ἄμα τῇ λήξει ταύτης, ἡ 'Εταιρεία διαθέσῃ διὰ  
πωλήσεως τὴν κινητὴν ἡ ἀκινήτου αὐτῆς περιουσίαν, τότε ἐφ'  
ὅσον τὸ προϊὸν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν  
τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ὡς αὕτη ἐμφανί-  
ζεται εἰς τὰ βιβλία τῆς 'Εταιρείας, κατὰ τὴν ἡμέραν τῆς πω-  
λήσεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυνα-  
πτομένου Πίνακος Β') ἡ τυχὸν διαφορὰ εἴτε θὰ προστίθεται  
εἰς τὰ ἀκαθάριστα ἔσοδα τῆς 'Εταιρείας τὰ προερχόμενα ἐκ  
τῆς πωλήσεως ὑδρογονανθράκων, διαρκύσης τῆς διαχειρι-  
στικῆς περιόδου κατὰ τὴν ὄποιαν ἐπραγματοποιήθη ἡ πώλησις  
τοῦ περιουσιακοῦ στοιχείου, καὶ θὰ θεωρηται, πρὸς τὸν σκο-  
πὸν τῆς ἐπιοβλῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου  
10 τῆς παρούσης συμβάσεως ὡς, ἀκαθάριστον ἔσοδον, εἴτε θὰ  
ἀφαιρηται ἐκ τοῦ συνόλου τῶν ἔξοδων, βαρῶν καὶ τῶν δαπα-  
νῶν, τῶν μηνημονεύμενων ἐν ἄρθρῳ 10 πηγραφος 5 τῆς πα-  
ρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὕτη περιουσιακοῦ  
στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου  
κατὰ τὴν ὄποιαν ἡ 'Εταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκα-  
θαρίστους εἰσπράξεις ἐν τῆς πωλήσεως ὑδρογονανθράκων.

6. Αντιτέτως, ἐάν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως  
περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις  
ἀξίας τοῦ διωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφο-  
ρά, εἴτε θὰ ἐκπίπτηται ἐκ τῶν ἀκαθαρίστων εἰσπράξεων τῆς  
'Εταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὄποιαν  
ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικώτερον καθορίζεται  
ἐν παραγράφῳ 1 ἐδ. η) τοῦ συνημμένου τῆς παρούσης Πίνακος Β,  
εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ ἄρ-  
θρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐὰν ἡ 'Εταιρεία ἐξακολουθῇ νὰ ἔχῃ περιουσιακὰ στοι-  
χεῖα προερχόμενα ἐκ τῆς παρούσης συμβάσεως (κινητὰ ἡ ἀ-  
κίνητα) ἐν Ἑλλάδι ἡ ἀλλαχοῦ, δύο εἰσέτι ἔτη μετὰ τὴν λύσιν  
τῆς παρούσης συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ  
ρευστοποιοῦνται ὑπὸ τῆς 'Εταιρείας, τὸ προϊὸν δὲ τῆς τοι-  
αύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἵσου μετα τοῦ 'Ελ-  
ληνικοῦ Δημοσίου καὶ τῆς 'Εταιρείας, νοούμενον ὅτι τὸ ρευ-  
στοποιημένον μερίδιον τῆς 'Εταιρείας δὲν θὰ ὑπόκειται εἰς  
πληρωμὴν οἰωνδήποτε φέρων, ἐμμέσων ἡ ἀμέσων ἡ οἰασδή-  
ποτε φύσεως ἡ οἰουδήποτε εἴδους, τελῶν, δασμῶν, κρατήσεων ἡ  
ἐπιβαλλομένων τακτικῶν εἰτε δυναμένων νὰ ἐπιβληθοῦν ἐκ-  
κτάκτως δι' ὀρισμένους σκοπούς ὑπὲρ τοῦ 'Ελληνικοῦ Δη-  
μοσίου ἡ οἰασδήποτε Ἐλληνικῆς Αρχῆς Νομικοῦ Προσώπου  
καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν κτηθὲν παρὰ τῆς 'Εταιρείας διὰ  
τῆς ἐλεύθερας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἡ ἀκινήτων  
αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως,  
συμφώνως τῇ παραγράφῳ 2 τοῦ παρόντος ἄρθρου, θὰ μετα-  
τρέπηται εἰς δολλάρια 6ΠΑ, εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς δ-  
ρους τοῦ ἄρθρου 13.

"Αρθρον 23.

### Μεταβιβάσεις.

1. Η 'Εταιρεία δικαιοῦται νὰ ἐκχωρῇ τὴν παρούσαν ὑμ-  
βασιν, ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάζῃ πάντα τὰ ἐκ-  
ταύτης δικαιωμάτων τῆς παρούσης συμβάσεως, συμφωνουμεύνους ἐλεύθε-  
ρως παρ'

α) Εἰς ἑτέραν ‘Ἐταιρείαν’ ἐλεγχούμενην ὥπο τῆς ἐκχωρι-  
τήσας, ὑφισταμένην ἢ ἰδρυθησούμενην παρ’ αὐτῆς.

β) Εἰς ἑτέραν Ἐταιρείαν, ἐλεγχομένην παρὰ τῆς L.V.O. Corporation ἡ ὑπὸ ἑτέρας Ἐταιρείας ἐλεγχομένης παρὰ τῆς L.V.O. Corporation.

γ) Εἰς οἰνόδηποτε ἔτερον τρίτον, ἐν τοιαύτῃ ὅμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Ἐθνικῆς Οἰκονομίας, κατὰ τὴν ἐλευθέρων αὐτοῦ κρίσιν, ἡτις κρίσις θά περιορίζηται μόνον ὡς πρὸς τὸ πρόσωπον, φυσικὸν ἢ νομικόν, τοῦ ἐκδοχέως.

2. Ο Ύπουργός Εθνικής Οικονομίας δύναται ἐν τούτοις διὰ λόγους Εθνικῆς Ασφαλείας νὰ ἀπαγορεύῃ τὰς μεταβι- βάσεις τὰς προβλεπομένας ἐν παραγράφῳ 1, ἐδάφια α' καὶ β' τοῦ παρόντος ρέθρου.

3. Ἐνπειριπτώσει μεταβιβάσεως κατὰ τὰ ἐν παραγγέλφῳ  
 1 ἐδάφια α' καὶ β' ἀνωτέρῳ δριζόμενα, ή Ἐταιρείᾳ θά παρα-  
 μένη ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγ-  
 γύως καὶ εἰς ὁλόκληρον μετὰ τοῦ ἐκδοχέως, διὰ τὴν ἐκπλή-  
 ρωσιν τῶν ὅρων τῶν συμφωνιῶν τῆς παρούσης συμβάσεως.

4. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἀνά ἐν παραγράφῳ 1 ἐδ. α', β' καὶ γ' καθορίζόμενα, ἀπασαι αἱ πραγματοποιηθεῖσαι συμφώνως τῇ παρούσῃ συμβάσει ἐπενδύσεις, διαπάναι καὶ ἔξοδα τῆς Ἐταιρείας καθὼς καὶ τὰ πραγματοποιηθεῖσά μενα ἕσσοδα, θὰ θεωροῦνται ὡς τοιαῦτα τοῦ ἔκδοχέων, συμφώνως τῇ παρούσῃ συμβάσει, συμπεριλαμβανομένων τῶν ὑπογρεώσεων ἐπενδύσεως καὶ φορολογίας.

"Αρθρον 24.

'Εφαρμοστέοι Νόμοι.

1. 'Η Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἐταιρείαν  
ὅτι οὐδεὶς γενικὸς ἢ εἰδικός Νόμος, ἢ οἰνοδήποτε διοικητικὸν  
μέτρον θέλει λύσην ἢ καθ' οἰνοδήποτε τρόπον τροποποιήσῃ  
τὴν παροῦσαν σύμβασιν ἀνευ εἰδικῆς πρὸς τοῦτο συγκαταθέ-  
σεως τῆς Ἐταιρείας.

2. Ή Εταιρεία καὶ αἱ ἐργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἔκαστοτε ἵσχυόντων Ἑλληνικῶν Νόμων καὶ Κανονισμῶν. πάντως δύμας μόνον μέχρι τοῦ σημείου καθ' ὃ δὲν εὐρίσκονται εἰς σύγχρουσιν πλὸς τοὺς δρους καὶ συμφωνίας τῆς παρούσηςου μηβάσεως.

3. Ἐν περιπτώσει τοιαύτης συγχρούσεως, παρούσης ή μελλοντικῆς, θὰ κατισχύουν οἱ δροὶ καὶ συμφωνίαι τῆς παρούσης συμβάσεως, ώς καὶ τῆς τυχὸν συναφθησομένης συμπληρωματικῆς ἢ τροποποιητικῆς τοιαύτης κατά τὰ ἐν τῷ κατωτέρῳ ἀρθρῷ 37 σχετικῶς δριζόμενα, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ Κανονισμῶν, αἱ συγχρουόμεναι μὲ τοὺς δρους καὶ συμφωνίας τῆς παρούσης συμβάσεως καὶ τῆς τυχὸν κατά τὰ ἄνω συμπληρωματικῆς ἢ τροποποιητικῆς τοιαύτης δὲν θὰ ἔχουν ισχὺν δύον ἀφορᾶ τὴν Ἔταιρείαν, τὰς ἐργασίας της καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

"Αρθρον 25.

'Ανωτέρα Bιά.

1. Παράλειψις τῆς Ἐταιρείας ὅπως ἐκπληρώσῃ οἰανδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεών της δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῆται παράβατις τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ ὥς ἄνω παράλειψις δρείλεται εἰς ἀνωτέρανβίαν. Ὁ δροζούτος θὰ περιλαμβάνῃ ἀλλ᾽ οὐχὶ περιοριστικῶς, πράξεις τοῦ ἔχθρου, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήζεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἔξεγέρσεις, στάσεις, ἀπεργίας, οἰανδήποτε κυβερνητικὴν πρᾶξην, ἢ πράξεις οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν, διαφεύγουσαν τὸν ἔλεγχον τῆς Ἐταιρείας. Ἐφ' ὅσον συνεπείᾳ τοιαύτης ἀνωτέρας βίας, καθυστερῆται ἡ συμμόρφωσις τῆς Ἐταιρείας πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της ἢ ἡ ἀσκητικὶς τῶν ἐκ ταύτης δικαιαιώμάτων της, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ ἀσκησην δικαιαιώμάτων.

2. Έαν ή ρηθεῖσα κατάστασις ἀνωτέρας βίᾳς διφεύλομένη εἰς μίαν ή πλείονας αἵτιας, συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ή Ἐταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως, ἐπ' ὧφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεών της ἐκ τῆς παρούσης συμβάσεως, ἐπὶ τῇ τοιαύτῃ δὲ ἐγγράφῳ παρατήσει, ή παροῦσα σύμβασις θὰ λύεται. Ἐπὶ τῇ τοιαύτῃ παρατήσει ή Ἐταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν ὑποχρεώσεών της πάσης φύσεως ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ἐκ τῆς παρούσης συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον, ὃς καὶ ή Ἐταιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἔναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰουδήποτε τῶν δρῶν τῆς παρούσης συμβάσεως παρ' ἐκατέρου τῶν συμβαλλομένων μερῶν καὶ θὰ παράσχουν ἀμοιβαίως πλήρη καὶ ἀνεπιφύλακτον ἐγγραφὸν ἀπαλλαγὴν.

'Αρθρον 26.

Διατησία.

1. 'Εξαιρέσει τῶν ἐν παραγράφῳ 2 τοῦ παρόντος ἄρθρου ὅριζομένων, πᾶσα μεταξὺ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τῆς 'Επαιρείας διαφωνίᾳ ἀνακύπτουσα ἐν σχέσει μὲ τὴν παρούσαν σύμβασιν θὰ λύεται διὰ διαιτησίας κατὰ τὰ ἐν ἄρθρῳ 28 τοῦ Νόμου 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐμετάλλευσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων» σχετικῶς ὅριζομενα.

2. Προκειμένου, δύμας περί ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ως ἐν ἀρθρῷ 21 ὁρίζεται, ἢ ἀμφισβητήσεων ἀρωραϊσῶν διαφοράν, διένεξιν ἢ διαφωνίαν, ως πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν δρων τῆς συμβάσεως αἵτινες δύνανται γὰρ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ως καὶ προκειμένου γενικᾶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἄρθρα 3, 4, 6, 12 καὶ 13, ἡ διαιτησία θὰ διεξάγεται κατὰ τὸν ἀκόλουθον τρόπον.

Τὸ ἐπίθυμοῦν τὴν διαιτησίαν μέρος, δι' ἐγγράφου ἀπενθυνομένουκαὶ κοινοποιουμένου πρὸς τὸ ἔτερον θὰ γνωστοποιῆι αὐτῷ τὴν τοιαύτην τοῦ ἐπίθυμίαν, θὰ καθορίζῃ ἀκριβῶς τὰ θέματα τῆς διαιφορᾶς, διενέξεως, ἢ διαιφωνίας, θὰ δρίζῃ τὸν διαιτητὴν αὐτοῦ, καὶ θὰ καλῇ τὸ ἔτερον μέρος ὅπως διορίσῃ τὸν δεύτερον διαιτητήν. Ἐντὸς εἰκοσιν (20) ἡμερῶν ἀπὸ τῆς λήξεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἔτερον μέρος θὰ γνωστοποιήσῃ ἐγγράφως πρὸς τὸ αἰτησάμενον τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης, δεύτερος διαιτητὴς διορίζεται ὑπὸ τοῦ Πρόεδρου τοῦ Διθενοῦς Δικαστηρίου τῆς Χάγης, ἐπὶ τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν μέρους. Οἱ οὔτω διορισθέντες διαιτηταὶ ὑποχρεούνται, ἐντὸς εἰκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δεύτερου διαιτητοῦ, διπλῶς ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητήν, ὃστις θὰ είναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μή συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἐκλογὴν τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ, προθεσμίας, τοῦτον διορίζει ὁ Πρόεδρος τοῦ Διθενοῦς Δικαστηρίου τῆς Χάγης ἐπὶ τῇ αἰτήσει τῶν διαιτητῶν ἢ ἐκτέοον ἐξ αὐτῶν.

Οι διαιτηταὶ ὄφελουσι νὰ ἐκδώσωσι τὴν ἀπόφασίν των ἐγ-  
τὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποίησεως πρὸς  
τὸν τρίτον διαιτητὴν τοῦ διορισμοῦ του. Ή προθεσμία αὕτη  
δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημο-  
σίου καὶ τῆς Ἐταιρείας. Οι διαιτηταὶ δὲν δεσμεύονται ὑπὸ  
οἰωνδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαι-  
τησίας. Δικαιοῦνται νὰ ἔξετάζωσι μάρτυρας, ἐνεργῶσιν καὶ  
τοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσι  
ὑπ’ ὅψιν οἰασδήποτε ἀποδεικτικὰ στοιχεῖα.

<sup>1</sup> Εν περιπτώσει αρνήσεως ή καλύματος τινός ἐκ τῶν δικητῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος βάσει τῆς τηρηθείσης διὰ τὸν διορισμόν του διαδικασίας. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἔκδοσιν διαιτητῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἔκδηλώσεως τοῦ καλύματος ή τῆς αρνήσεως, βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ καλυμμένων δικητῶν, μέχρι τῆς ἀντικαταστάσεως τοῦ καλυμμένου ή ἀρνούμενου γὰρ συνεγίστη τὴν διαιτησίαν διαιτητοῦ.

‘Η ἄρνησις τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτητὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

‘Η ἀπόφασις τῶν διαιτητῶν εἶναι ὁριστική, τελεσίδικος καὶ ἀμετάλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἔκτακτον ἔνδικον μέσον.

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

‘Αρθρον 27.

Χρῆσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου

Καθ’ ἦν ἔκτασιν ἡ Ἐταιρεία θὰ χρησιμοποιῇ συνεχῶς ἰδιοκτησίαν, κινητὴν ἢ ἀκίνητον, τοῦ Ἑλληνικοῦ Δημοσίου : α) εἴτε συνεπείᾳ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἀρθρῷ 15 ὥριζόμενα.

β) εἴτε βάσει τῶν ἑτέρων διατάξεων τοῦ ἀρθρου 15

γ) εἴτε βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας, συναπτομένης κατὰ τὴν διάρκειαν τῶν ἔργασιῶν τῆς Ἐταιρείας, ἡ Ἐταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῆται τῆς ἰδιοκτησίας ταύτης, ὡς ἐὰν ἥτο ἡ ἰδία ἰδιοκτήτρια αὐτῆς καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἰουδήποτε τρίτου.

‘Αρθρον 28.

Εὔθυνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως Δικαιωμάτων ἐπὶ τῶν παραχωρούμενών περιοχῶν.

Τὸ Ἑλληνικὸν Δημόσιον δῆλοῦ διὰ τοῦ παρόντος ὅτι οὐδὲν ἔτερον νόμιμον δικαίωμα ἢ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἔρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἔκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἔρευνητικῆς περιοχῆς, ὡς δρίζεται ἐν ἀρθρῷ 1, ἐὰν δὲ ἔχεται ἀξιωθῇ τοιοῦτον δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Ἐταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἐταιρείας ἔναντι τοούτων ἀπαιτήσεων. Εάν ἐν τούτοις οἰασδήποτε τρίτος ἥθελεν ἐπιτυχῶς διεκδικήσει δικαίωμα τι κατὰ τῆς Ἐταιρείας, ἡ ἥθελεν ἀναγνωρισθῇ ὁριστικῶς τελεσιδίκως οἰονδήποτε τοιοῦτον δικαίωμα νὰ καταγγείλῃ τὴν παρούσαν σύμβασιν ἀπαλλασσούμενη οἰασδήποτε βάσει ταύτης ὑποχρέωσεώς της, τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἐταιρείαν διὰ πᾶν ποσὸν δαπανήθεν παρ’ αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

‘Αρθρον 29.

Διάθεσις εἰς τὴν ἀγορὰν (Marketing) καὶ Διώλισις.

Διάθεσις εἰς τὴν ἀγορὰν :

1. ‘Εὰν ὀδέποτε, διαιρούσης 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 αὐτῆσι τῆς Ἐταιρείας, ὑποχρεοῦται νὰ χορηγήσῃ αὐτῇ τὸ ρήθεν δικαίωμα ὑπὸ δρούς οὐχὶ διλιγώτερον εὐνοϊκούς τῶν χορηγηθέντων ἢ χορηγηθησούμενων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μέχρι τῆς ἡμερομηνίας τῆς ἀνω αἰτήσεως εἰς οἰονδήποτε τρίτον, φυσικὸν ἢ νομικὸν πρόσωπον κεκτημένον τὸ δικαίωμα ἔρευνης ἢ καὶ παραχωρῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Διύλισις.

2. α) ‘Εὰν καθ’ οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ ὑπὸ τῆς Ἐταιρείας παραχωρῆς ἔγχωρίου ἀργοῦ πετρελαιού φθάσῃ εἰς ἐπίπεδον ὑπερβαῖνον τὰς ποσότητας τὰς ὅποιας ἡ Ἐταιρεία ἔχει τὴν ὑποχρέωσιν νὰ προμηθεύῃ συμφώνως τῷ ἀρθρῷ 12 παρ. 3 τῆς παρούσης συμβάσεως, αὕτη θὰ κέκτηται ὡσαύτως τὸ δικαίωμα νὰ κατασκευάσῃ καὶ ἔκμεταλλευθῇ τὸ διϋλιστήριον, ἵνα διϋλίζῃ ἐν αὐτῷ τὸ ὅπερ δικαιοῦται νὰ ἔξαγῃ ἀργὸν πετρελαιον, καὶ νὰ ἔξαγῃ τὰ ἔκ τοῦ ἀργοῦ τούτου πετρελαιού λαμβανόμενα πετρελαιοειδῆ προϊόντα.

β) ‘Εὰν ὀποτεδήποτε διαιρούσης τῆς ἰσχύος της παρούσης συμβάσεως τὰ ὑπάρχοντα ἔγχωρια διϋλιστήρια, τὰ ἔφοδάζοντα διὰ προϊόντων τὴν κατανάλωσιν τῆς ἐγχωρίου ἀγορᾶς ὡς καὶ ἔγχωρια διϋλιστήρια προβλεπόμενα νὰ λειτουργήσουν βάσει συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε ἀλλοῦ ἀναδόχου ὑπογραφεισῶν πρὸ τῆς ἐμπορικῶς ἔκμεταλλευσίμου ἀνακαλύψεως παρὸ τῆς Ἐταιρείας ἐγχωρίου ἀργοῦ πετρελαιού, δὲν καλύπτουν τὸ σύνολον τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ δὲ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία δύναται νὰ προμηθεύῃ ἐπαρκές πρὸς τοῦτο ἔγχωριον ἀργὸν πετρελαιον θὰ δίδῃ, καθ’ ὑπέρβασιν τῶν κατὰ τὴν παράγρ. 3 τοῦ ἀρθρου 12 ὑποχρεώσεων αὐτῆς δικαιώματα προτεραιότητος εἰς τὴν Ἐταιρείαν ἔναντι δλων τῶν ἀλλων ἔγχωρίων προϊόντων διϋλιστήριων, νὰ καλύπτῃ πάσας τὰς τοιαύτας καθ’ ὑπέρβασιν ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς ἐκ τῆς ἰδίας αὐτῶν δυναμικότητος, τὸ δὲ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἐταιρεία δύναται νὰ προμηθεύῃ ἐπαρκές πρὸς τὸν πετρελαιον τῆς ἐγχωρίου ἀγορᾶς εἴτε : (1) ἐκ τῆς παραχωρῆς παντὸς διϋλιστήριου τὸ δόπιον θὰ ἔχῃ προηγουμένως κατασκευάσει ἡ Ἐταιρεία διὰ τὴν ἔξαγωγὴν προϊόντων περὶ ὃν τὸ ἔδαφον α’ τῆς παρούσης παραγράφου 2 ἢ (2) ἐφ’ ὅσον δὲν θὰ ἔχῃ κατασκευασθῇ τοιούτον διϋλιστήριον, ἐκ τῆς παραχωρῆς νέου διϋλιστήριου τὸ δόπιον τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέψῃ εἰς τὴν Ἐταιρείαν νὰ κατασκευάσῃ τόσον πρὸς τὸν σκοπὸν τῆς καλύψεως τῶν εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, δόσον καὶ πρὸς τὸν σκοπὸν τῆς ἐξαγωγῆς πάσης παραχωρῆς τοῦ Διϋλιστήριου πέραν τῶν τοιούτων εἰς προϊόντα ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς

γ) Συμφωνεῖται, ἐν τούτοις, ὅτι τὰ κατὰ τὰς διατάξεις τοῦ ἔδαφους β’ τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δικαιώματα τῆς Ἐταιρείας, θὰ γεννηθοῦν μόνον : (1) ἐφ’ ὅσον ἡ Ἐταιρεία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρελαιον ἐν Ἑλλάδι, ἢ (2) ἐὰν ἡ Ἐταιρεία ἀνακαλύψῃ καὶ παράγῃ ἀργὸν πετρελαιον ἐν Ἑλλάδι, χωρὶς ὅμως νὰ εἶναι ἡ πρώτη τοῦτο πράξασα, καὶ ἐὰν ἔκεινοι οἴτινες ἥσαν οἱ πρώτοι, ἀπαρνηθοῦν ἡ παρατηθοῦν παντὸς τυχὸν δικαιώματός των πρὸς κατασκευὴν Διϋλιστήριου.

δ) ‘Ἐν περιπτώσει καθ’ ὅτι ἡ Ἐταιρεία ἔχει τὸ δικαίωμα νὰ κατασκευάσῃ ἢ χρησιμοποιήσῃ διϋλιστήριον κατὰ τὰς διατάξεις τοῦ ὡς ἀνω ἔδαφους β’ τῆς παραγράφου 2, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν τοιαύτην κατασκευὴν ἢ χρησιμοποιήσῃν ὑπὸ δρούς καὶ συμφωνίας ἀμοιβαίως συνομολογηθησούμενους κατὰ τὴν στιγμὴν καθ’ ὅτι θὰ γεννηθῇ τὸ δικαίωμα, ὑπὸ τὴν προϋπόθεσιν ἐν τούτοις, ὅτι οἱ τοιούτοις δροὶ καὶ συμφωνίαι δὲν θὰ εἶναι διὰ τὴν Ἐταιρείαν διληγότερον εὐνοϊκούς ὑπὸ τοὺς παραχωρηθέντας εἰς ἔτερα ἐν Ἑλλάδι Διϋλιστήρια, ἔξαιρουμένου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστήριου.

α) ‘Η Ἐταιρεία θὰ ἔχῃ τὸ δικαίωμα ὅπως, ἀφοῦ ἀρχίσῃ νὰ ἐφοδιάζῃ τὴν ἔσωτερην κατανάλωσιν διὰ προϊόντων ἐκ κατασκευασθέντος διϋλιστήριου ἢ ἔξ υπάρχοντος τοιούτου χρησιμοποιουμένου κατὰ τὰς διατάξεις τοῦ ὡς ἀνω ἔδαφους β’ τῆς παραγράφου 2, δίδῃ ἀπόλυτον προτεραιότητα εἰς τὰς ἀναλόγους πρὸς τὴν δυναμικότητά του ἀναγκῶν τοῦ τοιούτου Διϋλιστήριου καλύπτουσα ταύτας ἐκ τῆς ἰδίας αὐτῆς παραχωρῆς ἔγχωρίου ἀργοῦ πετρεδαίου : (1) καθ’ ὁ χρονικὸν διάστημα τὰ ἐκ τοῦ τοιούτου Διϋλιστήριου προϊόντα διατίθενται πρὸς κάλυψιν τῶν ἔγχωρίων εἰς προϊόντα ἀναγκῶν τοῦ Ἑλληνικοῦ Κράτους καὶ (2) ὑπὸ τὸν δρόνον διὰ τὴν Ἐταιρεία θὰ συνεχίσῃ νὰ ἔκτελῃ μέχρι τοῦ δροίου τῆς δυνατότητός της πᾶσαν κατὰ τὴν παράγραφον 3 τοῦ ἀρθρου 12 τυχὸν ὑποχρέωσίν της μετὰ τὴν ὑπέρ τοῦ διδού αὐτῆς Διϋλιστήριου παραχώρησιν τῆς τοιαύτης προτεραιότητος πρὸς κάλυψιν τῶν ἀναγκῶν του.

στ) Οὐδὲν τῶν ἐν διαφάνεια β’ τῆς παραγράφου 2 τοῦ παρόντος ἀρθρου 29 δριζούμενων, ἢ πᾶσας ἀλλή ἐν τῇ παρούσῃ συμβάσει διάταξις θὰ ἐρμηνεύεται ὡς θέτουσα οἰονδήποτε περιορισμὸν ἐπὶ τοῦ δικαιώματος τῆς Ἐταιρείας ἢ τῶν συγγενῶν αὐτῆς Ἐταιρείων ἢ τῶν ὑπὸ αὐτῆς ἰδρυθεισῶν Ἐταιρείων νὰ ζητήσουν δικαιώματα διρύσεων ἢ συμμετοχῆς εἰς τὴν ἰδρυσιν Διϋλιστήριων.

ζ) ‘Ο εἰς τὸ κείμενον τῆς παρούσης συμβάσεως ὑρος « Ἑλληνικὸν Κρατικὸν Διϋλιστήριον » θὰ ὑπονοῇ τὸ Κρατικῆς ἰδιοκτησίας Διϋλιστήριον, ἔστω καὶ ἀν τοῦτο ἔξεχωρήθῃ ἢ θὰ ἐκχωρηθῇ μελλοντικῶς εἰς τρίτον.

3. "Απαντα τὰ κατὰ τὸ παρὸν ἄρθρον δικαιώματα τῆς Ἑταιρείας θὰ ἀσκοῦνται εἴτε ὑπὸ αὐτῆς η̄ ὑπὸ συγγενοῦς η̄ ὑπὸ αὐτῆς ἰδρυομένης Ἑταιρείας η̄ Ἑταιρειῶν, ὡς ὅρίζεται ἐν ἄρθρῳ 23 τῆς παρούσης συμβάσεως.

"Αρθρον 30.

'Εγγύησις

1. 'Η Ἑταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἐλληνικὸν Δημόσιον (Γενικὴν Δ/νσιν Μεταλλείων τοῦ Ὑπουργείου Ἐθνικῆς Οἰκονομίας), ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν Ἐλλάδι, διὰ ποσὸν δολαρίων ΗΠΑ 100.000 διπερ ποσὸν ἐγγυήσεως θὰ συμπληρωθῇ ὑποχρεωτικῶς ὑπὸ τῆς Ἑταιρείας πρὸ τῆς ἐνάρξεως τοῦ δευτέρου ἔτους ἀπὸ τῆς ἴσχυος τῆς παρούσης συμβάσεως εἰς δολ. ΗΠΑ 300.000. 'Η ἐγγυητικὴ αὐτὴ ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἔκτελεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Ἑταιρείας τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἐλληνικὸν Δημόσιον διὰ περίοδον πέντε ἔτῶν ἀπὸ τῆς ἡμέρας ἴσχυος τῆς Συμβάσεως, η̄ δὲ Ἑταιρεία θὰ ὑποχρεοῦται, ἀνευ ἑτέρας εἰδοποίησεως, νὰ ἀνανεώνῃ ἀνὰ πενταετίαν τούλαχιστον τὴν ἐγγύησιν ταύτην κατάτην διάρκειαν ὀλοκλήρου τῆς περιόδου ἴσχυος τῆς συμβάσεως καὶ μέχρι λήξεως η̄ λύσεως ταύτης. 'Εὰν η̄ νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἐλληνικὸν Δημόσιον ὑπὸ ἀνεγνωρισμένης Τραπέζης ἐν Ἐλλάδι τέσσαρας (4) μῆνας τούλαχιστον πρὸ τῆς ἐκπνοῆς τῆς ἴσχυούσης ἐγγυητικῆς ἐπιστολῆς, η̄ παρούσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἴσχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ η̄ ἐν μέρει διὰ ποσὰ δριστικῶς πληρωτέα παρὰ τῆς Ἑταιρείας, κατὰ τοὺς δρους τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἕνα μῆνα ἀφ' η̄ς ταῦτα κατέστησαν δριστικῶς πληρωτέα. 'Εὰν τὰ ποσὰ ταῦτα δὲν ἔχουν καταστῆ δριστικῶς πληρωτέα δύο μῆνας πρὸ τῆς λήξεως τῆς ἐγγυήσεως, ταῦτα δύνανται νὰ εἰσπραχθῶσι καὶ πρὸ τῆς δριστικοποίησέως των διὰ τῆς εἰσπράξεως τῆς ἐγγυήσεως, ἐκτὸς ἐὰν η̄ μισθωτρια Ἑταιρεία παράσχῃ ἐγγυητικὴν ἐπιστολὴν καλύπτουσαν τὸ ἀξιούμενον ποσόν.

'Εὰν δι' οἰονδήποτελόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως η̄θελε καταστῆ κατώτερον τῶν δολαρίων ΗΠΑ 100.000 η̄ 300.000, η̄ Ἑταιρεία ὑποχρεοῦται νὰ συμπληροῦ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὥποιαν αὔτη κατέστη μικροτέρα τῶν δολαρίων ΗΠΑ 100.000 η̄ 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ ὑπὸ τοῦ ἔδαφοιού δ' τῆς παραγράφου 3 τοῦ ἄρθρου 21.

'Η ἀνωτέρω ἐγγύησις ἔξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἀνω δρους καὶ ἐν περιπτώσει καθ' η̄ η̄θελε λέβει χώραν ἐκχώρησις, κατ' ἐφαρμογὴν τοῦ ἄρθρου 23 παρ. 1 ἀδάφ. α' καὶ β' τῆς παρούσης συμβάσεως.

2. 'Η μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παραγράφῳ 1 τοῦ παρόντος ἄρθρου ἀρχικῆς ἐγγυητικῆς ἐπιστολῆς καθίσταται ἀνίσχυρον τὴν παρούσαν σύμβασιν, η̄τις καὶ θὰ θεωρῆται ὡς οὐδέποτε γενομένη.

"Αρθρον 31.

'Απαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

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

"Αρθρον 32.

'Αρχὴ ἴσχυος τῆς παρούσης.

1. 'Η παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἄρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' η̄ η̄θελε αὐτῆς ἐνάρξεως τῆς ἴσχυος τοῦ κυρούντος ταύτην Νόμου ἄρχεται η̄ ἴσχυς τῆς παρούσης συμβάσεως καὶ αἱ ἐκ ταύτης συνέπειαι.

2. 'Εὰν η̄ παρούσα σύμβασις η̄θελε κυρωθῇ μὲτροποιούσεις η̄ Ἑταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ δόλοσχερῶς ἐκ τῆς συμβάσεως ταῦτης. 'Υποχρεοῦται δμως αὕτη νὰ δηλώσῃ ἐγγράφως, διην δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ Νόμου τοῦ κυρώσαντος τὴν σύμβασιν ὡς ἐτροποιήθη.

'Ἐν περιπτώσει καθ' η̄ η̄τιαν τοιαύτη ἀποδοχὴ δὲν ὑπεβλήθη ἐμπροθέσμων η̄ Ἑταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτικες τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας τῶν δρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας η̄ ἴσχυς τῆς συμβάσεως ἄρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

"Αρθρον 33.

Κοινοποιήσεις.

Πᾶσα κοινοποίησις τοῦ Ἐλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν καὶ ἀντιστρόφως. βάσει τῆς παρούσης συμβάσεως, καὶ παρελεύσεως ἀπράκτου τῆς προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας η̄ ἴσχυς τῆς συμβάσεως ἄρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

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

Εἰς Ὑπουργεῖον Ἐθνικῆς Οἰκονομίας  
Γενικὴν Διεύθυνσιν Μεταλλείων  
'Αθηναί - Ελλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἐλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν L.V.O. Corporation φροντίδι τοῦ Σωκράτους Βεκρῆ διδός Φιλελλήνων 19 Αθηνῶν (118) δστις δρίζεται ἀντικλητος τῆς Ἑταιρείας ἐν Ἐλλάδι.

'Εν ἀνακλήσει τοῦ ὡς ἀνω τοιαύλητου η̄ Ἑταιρεία ὑποχρεοῦται νάγνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνοματεπώνυμον καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλητου δστις δέοντα νὰ είναι κάτοικος Αθηνῶν, μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντικλητον.

"Αρθρον 34.

'Επιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

η̄ H.L.V.O. Corporation δηλοῦ δτι ἐν περιπτώσει μεταβιβάσεως εἰς τό, κατὰ τὰ ἐν ἄρθρῳ 23 παράγρ. 1 ἀδάφ. α', β' καὶ γ' τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς δημοτικής μεταβιβάσεις, δι' ιδιαιτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἐλληνικὸν Δημόσιον συμφώνων πρὸς σχέδιον ἐπιστολῆς καταρτισθὲν παρὰ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας 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 παράσχη καθ' δληγη τὴν διάρκειαν τῆς ἴσχυος τῆς παρούσης συμβάσεως πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἐναντί τοῦ Ἐλληνικοῦ Δημοσίου ὑποχρεώσεών της κατὰ τὰ εἰδικώτερον, ἐν τῇ ὡς ἀνω ἐπιστολῇ ἐκτιθέμενα.

"Αρθρον 35.

'Εφαρμογὴ τοῦ Ν.Δ. 2687/1953

Τὸ Ἐλληνικὸν Δημόσιον θὰ παράσχῃ πρὸ τῆς ἐνάρξεως, ἐν πάσῃ περιπτώσει, τῶν ἐν ἄρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ ἐπενδύσεως καὶ προστασίας κεφαλαίων Ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαγόμενα πάσης φύσεως καὶ μορφῆς κεφαλαία, τὰ χρήσιμα η̄ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπὸ αὐτοῦ δριζόμενην διαδικασίαν.

"Αρθρον 36.

Καταβολαὶ εἰς τὸ Ἐλληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ χρηματικᾶς καταβολᾶς τοῦ Ἐλληνικοῦ

Δημοσίου κατά τής 'Εταιρείας κατά τούς δρους τής παρούσης Συμβάσεως, έφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρείαν.

Τυχὸν προσφυγὴ τῆς 'Εταιρείας εἰς διαιτησίαν, ἐντὸς τοῦ ὡς ἔνω μηνός, κατὰ τὰς διαιτάζεις τοῦ ἄρθρου 26 τῆς παρούσης, ἀναστέλλει τὴν ὑποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς ταύτης καὶ ἐπὶ ἓνα μῆνα ἀπὸ τῆς κοινοποίησεως πρὸς τὴν 'Εταιρείαν τῆς σχετικῆς ὑποχρεώσεως διαιτητικῆς ἀποφάσεως.

"Αρθρον 37.

### Καλὴ ἐκτέλεσις Συμβάσεως.

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

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω ὅτι αἱ διαιτάζεις τῆς παρούσης συμβάσεως δέον δύνανται νὰ τροποποιηθοῦν εἰμὴ μόνον κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν καὶ μετά σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, συνομολογουμένης διὰ συμβολαιογραφικοῦ ἐγγράφου καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν καὶ ἐφ' ὅσον διὰ τῆς τροποποίησεως ταύτης ἔξυπηρετεῖται ὁ διὰ τῆς παρούσης συμβάσεως ἐπιδιωκόμενος σκοπός.

'Ἐν πάσῃ ὅμως περιπτώσει δὲν δύνανται νὰ συμφώνηθωσι τροποποιήσεις ἀναφερόμεναι εἰς τὴν προσάρτησιν ἔτερας περιοχῆς, εἰς τὴν ἀρχικῶς παραχωρηθεῖσαν καὶ εἰς τὴν παράτασιν τῆς χρονικῆς διαρκείας τῶν ἔρευνητικῶν ἐτῶν, ἐκτὸς ἐὰν διὰ τὴν δευτέραν ταύτην περίπτωσιν ὑφίσταται ἀποδεδειγμένως κατάστασις ἀνωτέρας βίᾳς.

"Αρθρον 38.

### Ἐγκυρότης κειμένων.

'Ἡ παροῦσα σύμβασις συνετάγη εἰς τὴν 'Ελληνικὴν καὶ Ἀγγλικὴν γλώσσαν ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἵστησισχόν.

Ἐίς πίστωσιν τὸ 'Ελληνικὸν Δημόσιον καὶ ἡ 'Εταιρεία ὑπέργραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλου τὴν παρούσαν σύμβασιν.

'Ἐν 'Αθήναις τῇ 30 Ὁκτωβρίου 1972

### Οἱ Συμβαλλόμενοι

Διὰ τὸ 'Ελληνικὸν Δημόσιον Διὰ τὴν L.V.O. Corporation ΝΙΚΟΛΑΟΣ ΕΦΕΣΙΟΣ EVERETT J. ATHENS  
Γ'πουργὸς, Εθν. Οἰκονομίας Εἰδικὸς Εκπρόσωπος

### ΠΙΝΑΞ Β'

#### Κόστος - "Εξοδα - Βάρη.

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη, τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως εἰς ἣν σύμβασιν προσαρτάται διὰ παρόντος Πίνακα, ἔχουν ὡς ἀκολούθως:

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἡ τῶν παρεχομένων ὑπηρεσιῶν.

β) Διαιτητικὰ ἔξοδα, γενικὰ ἔξοδα καὶ ἔξοδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν εἰσφορῶν, τῶν τελῶν καὶ διπλώματα εὑρεσιτεχνίας, δαπανῶν ἀδειῶν καὶ δαπανῶν διέρευνας.

γ) Αποσβέσεις πρὸς εἰκοσι τοῖς ἑκατὸν (20 %) κατ' ἔτος, τοῦ ὑφίστασις ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ώς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία

καὶ ἓν τρίτον τοῖς ἑκατὸν (33,1/3 %) κατ' ἔτος τῶν δαπανῶν αἵτινες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἡ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ώς π.χ. ἔξοδα δικούζεων φρεάτων, δαπάνας γεωφυσικῶν ἐρενῶν).

Ἡ ἀπόσβεσις οὐκαμάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5 % ἐτησίως, ἡ δὲ δι' ἀγωγοὺς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10 % ἐτησίως. Τυχὸν εὐνοϊκῶτερα ποσοστὰ ἀποσβέσεως ἡ ἄλλα φορολογικὰ κίνητρα ἴσχυοντα ἡ εἰς τὸ μέλλον παραγεθήσομενα, δὲν θέλουσι ἔχη ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ διοικήσεων.

δ) "Εξοδα πωλήσεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτεῶν καὶ δαπανῶν τῆς ὑπηρεσίας πωλήσεων.

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

στ) Τόκοι ἐκ χρεῶν οἱ δόποιοι δέον νὰ περιορισθοῦν εἰς τὰ 2/3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ 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 νομισματικούς ὅρους.

ζ) Καταβολαὶ καὶ ὀμοιβαῖ δι' ὑπηρεσίας ἄλλων, εἴτε : (1) 'Οφειλόμεναι ἡ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς δικαιούχους, ἡ (2) 'Οφειλόμεναι 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 ἔξοδων γεωτρήσεως φρεάτων, μὴ παραγωγικῶν ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἐκμεταλλευμάτων.

θ) Μισθώματα ἡ ἔτεραι καταβολαὶ εἰς τρίτους διὰ τὴν γρῆσιν οἰωνδήποτε περιουσιακῶν στοιχείων ἀνηκόντων εἰς τρίτους, ώς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλισμοῦ κ.λ.π. (ἡ ἐν σχέσει πρὸς τὴν γρῆσιν τούτων) ἀποσβέσεις, ώς αὗται προβλέπονται ἐν παρ. 4 τοῦ παρόντος Πίνακος Β'.

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

κ) Καταβολαὶ διὰ στρεμματικούς φόρους, ώς αὗται προβλέπονται ἐν ἄρθρῳ 8 τῆς παρούσης συμβάσεως κατὰ τὴν διάρκειαν τῶν περιόδων πρὸ τῆς 1ης τοιαύτης καθ' ἣν πραγματοποιεῖται καθαρὸν εἰσδόημα ὑπὸ τῆς 'Εταιρείας.

λ) Δαπάναι δι' ἐρευνητικὰς ἐργασίας καὶ ἀλλοι δαπάναι γεωτρήσεως (ώς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος Πίνακος) ἐφ' ὅσον ἡ 'Εταιρεία ἀποφασίσῃ τὴν ἀπόσβεσιν τῶν κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς διποίας ἐπραγματοποιήθησαν, κατὰ τὰ ἐν παραγράφῳ 2 τοῦ παρόντος Πίνακος καθορίζομενα.

μ) Πᾶσαι ἄλλη δαπάνη συνήθης καὶ ἀναγκαῖα διὰ τὴν ἐργασίαν, ἡς ἡ ἐκπτώσις ἐπιτρέπεται ὑπὸ τῆς ἑκάστοτε 'Ελληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθηρῶν κερδῶν τῶν 'Ανωνύμων 'Εταιρειῶν.

2. Τὰς «δαπάνας δι' ἐρευνητικὰς ἐργασίας» καὶ ἀλλοι δαπάναις διὰ γεωτρήσεις, ώς αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς παρούσης συμβάσεως τῆς πρὸς ἔκμεταλλευσιν, θά δικαιούονται ἡ 'Εταιρεία, εἴτε νὰ ἐπεπλήττῃ κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς διποίας ἐπραγματοποιήθησαν εἴτε νὰ κεφαλοποιῇ πρὸς πρόσβεσιν ώς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. 'Η σχετικὴ ἀπόφασις περὶ ἐπιτρέπεται τῶν δαπανῶν τούτων ἡ κεφαλοποιήσεως τῶν, θά λαμβάνηται καθ' ἔτος παρὰ τῆς 'Εταιρείας δι' ἑκάστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιούνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνου τῶν ἐν τῷ παρόντι Πίνακι Β' καθορίζομένων ὁ ὅρος «Δαπάναι δι' ἐρευνητικὰς ἐρ-

γασίας» θά θεωρήσει περιλαμβάνων ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεως του ἢ τὰς σχετιζόμενας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι δὶ’ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δὶ’ ἄλλας ἐγκαταστάσεις ἢ δὶ’ ἔξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωλῆνας ἐπενδύσεως (Casings), ἀποθηκευτικὸς χώρος, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου τούτου θὰ περιλαμβάνονται δαπάναι σχετιζόμεναι πρὸς προκαταρκτικὰς ἔρευνας καὶ χωρομετρήσεις γηῖνας, ἐναερίους ἢ θαλασσίας, ἀπασαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἔργασιας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

Ο ὅρος «Ἄυλοι δαπάναι γεωτρήσεως» θὰ ἐμρηνέηται ὡς σημαίνων πᾶσαν δαπάνη δὶ’ ἔργατικὰ καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (Handling) τῶν ἔφοδίων καὶ ὑλικῶν διὰ τὰς γεωτρήσεις ἢ ἐν σχέσει πρὸς ταύτας, καθαρισμόν, ἐκβάθυνσιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκεήν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι δὶ’ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δὶ’ ἄλλας ἐγκαταστάσεις ἢ δὶ’ ἔξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (Casings), ἀποθηκευτικὸς χώρος, κινητῆρας, λέβητας, μηχανήματα κ.λ.π.

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

4. 'Εφ' ὅσον ἢ 'Ἐταιρεία ἀποφασίζῃ νὰ κεφαλαιοποιήσῃ οἰκσδήποτε «δαπάνας ἔρευνητικῶν ἔργων» καὶ «ἄλιον δαπάνας γεωτρήσεων» καθ' ἔφαρμογήν τῶν διατάξεων τῆς παρ. 2 τοῦ παρόντος Ηίνακος, αἱ οὕτω κεφαλαιοποιούμεναι δαπάναι θὰ ἀποσβέννυται παρὰ τῆς 'Ἐταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων, ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ' ἣν πραγματοποιούνται αὗται.

'Ἐν 'Αθήναις τῇ 30 'Οκτωβρίου 1972

Οι Συμβαλλόμενοι

Διὰ τὸ 'Ελληνικὸν Δημόσιον Διὰ τὴν L.V.O. Corporatio  
ΝΙΚΟΛΑΟΣ ΕΦΕΣΙΟΣ EVERETT J. ATHENS  
Τύπουργὸς 'Εθν. Οίκονομίας Εἰδικὸς 'Εκπρόσωπος.

## A G R E E M E N T

For the exploration for and development of hydrocarbons in the offshore area of the Central Aegean sea

## P R E A M B L E

Whereas, pursuant to letter dated January 25th 1972 of L.V.O. Corporation to the Ministry of National Economy of the Kingdom of Greece, preliminary discussions were held in Athens, between representatives of the GREEK STATE and L.V.O. Corporation 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 the between the GREEK STATE and said L.V.O. Corporation, pursuant to the provisions of Article 5 of Law 3948/1959, «Re: Research, exploration and

exploitation of hydrocarbons» such Agreement to be ratified by Law, and

Whereas it was agreed that such direct Agreement to be ratified by Law would be concluded between the Greek State and L.V.O. Corporation, being a corporation duly established and operating in accordance with the laws of the State of Delaware, and having its principal offices in the city of Tulsa Oklahoma on Boston Avenue 150.

## N o w t h e r e f o r e

Between:

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

2. L.V.O. Corporation hereinafter referred to as the «Corporation» or the «lessee», represented by its special attorney E.J. Athens, acting by virtue of a special Power of Attorney granted to him by the Corporation on February 2nd 1972 attached hereto in the original and in an official translation.

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

## Article 1.

### Original Exploration Area.

For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to the Corporation an OFF-SHORE only area of central Aegean sea, of about 4,500 square kilometers, the boundaries of which are delineated in red on Chart No. 11 scale 1:1,000,000 at Lat. 38°00' N, attached to the present Agreement and hereinafter referred to as SCHÉDULE «A», published in 1922 by the Hydrographic Service of the Greek Navy and amended up to and including 1971 signed by both contracting parties and constituting an integral part of the present Agreement.

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

From the point A', situated at Lat. 38°48'00" N and long.

25°07'42" E, to the point B', at Lat. 39°24'00" N, and long.

25°07'42" E, thence to the point C, at lat. 39°24'00" N, and long.

25°50'30" E, thence to the point D, at lat. 38°48'00" N, and long.

25°50'30" E, and thence to the starting point A.

## Article 2.

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

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

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

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

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

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

a) One (1) month before the end of the fifth year from the effective date of this Agreement or of the automatic extension thereof, if any, as provided for in Article 21 item 8 b) of this Agreement, the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fifth year from the effective date of this Agreement or of its automatic extension, if any, as above stated. The areas to be no surrendered shall measure at least 50 per cent of the original area.

b) The Corporation shall have the right, after the end of the fifth year from the effective date of this Agreement, to hold for the duration of the said development concession, all exploration areas still held by the Corporation after the areas selected as provided for in sub-item a) above, have been surrendered. Therefore, if discoveries of hydrocarbons are made and concessions selected in the original exploration area as same may have been reduced as provided for in item 2 of this Article and, under the conditions foreseen at the beginning of this item, then the total of the exploration areas which the Corporation shall have the right to hold by virtue of this item 5 shall be equal to 25 per cent of the total area of the original exploration area minus the areas, if any, voluntarily surrendered by the Corporation before the end of the fifth year from the effective date of this Agreement, and minus the areas of the development concessions held by the Corporation at the end of the fifth year, and of the automatic, if any, extension thereof as aforesated.

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

Each time that the Corporation makes its choice of the areas to be surrendered it shall submit at the same time an accurate description and map Scale 1:10,000 showing the location of the areas surrendered and the areas retained.

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

### Article 3.

#### Investment obligations of the Corporation

1. During the first five years from the effective date of this Agreement, the Corporation shall be obliged to invest the following amounts for carrying out the ex-

ploration operations under this Agreement and according to the following program:

U.S. Dollars

1st Year:	Marine seismic survey plus any other type of geological and geophysical work, required in performing reconnaissance work, to determine the thickness of sections, unconformities and general size and location of principal structural anomalies ...	100,000
2nd Year:	Marine seismic survey plus any other type of geological and geophysical work required in performing reconnaissance work, to determine the thickness of sections, unconformities and general size and location of principal structural anomalies and/or possible drilling operations ... This amount of \$ 200,000 may be expended for either seismic geological or drilling as Corporation may judge.	200,000
3rd Year:	Drill a deep marine exploratory well to a depth of 2650 meters with a suitable rig, and any other geophysical work if required as corporation may judge .....	1,000,000
4th Year:	Drill a deep marine exploratory well to a depth of 2650 meters with a suitable rig and any other geophysical work if required as corporation may judge. ....	1,000,000
5th Year:	Drill a deep marine exploratory well to a depth of 2650 meters with a suitable rig and any other geophysical work if required as corporation may judge. ....	1,000,000
	Total S	3,300,000

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

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

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

4. If the Corporation retains any exploration areas after the end of the fifth year, as stipulated in Article 2, item 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 operations under this Agreement, during any one of the periods of three years, mentioned in item 4 of this Article, in excess of the specifically mentioned investments for the 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 4 of this Article, in this latter case during its development operations, the Corporation has failed to invest the above mentioned obligatory amounts, under this Agreement, which shall include any credits as provided for in a) above, the Corporation shall pay in cash to the Greek State the difference between the obligatory amount for that year or period and the amount actually invested during the same year or period. These payments shall be effected not later than three months after the end of the corresponding year or period, and such payments shall be deemed to constitute complete compliance by the Corporation with its investment obligation for the corresponding year or period.

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

If by the end of the 5th year or its extension, if any, as provided for in item 8 of Article 21 hereof, of the exploration operations referred to in item 1 of this Article, the above mentioned difference has not been invested in total or in part, as set forth in this sub-item c), then the balance thereof, remaining still uninvested shall be paid in cash by the Corporation to the Greek State. This payment shall be effected not later than three months after the end of the 5th year or its extension, if any, as provided for in Article 21, item 8, and such payment shall be deemed to constitute complete compliance by the Corporation with its invest-

ment obligations of the 4th and 5th years of the period of its exploration operations.

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

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

Administrative expenses shall be taken to be all expenses by the City of TULSA office of the Corporation and expenses charged or incurred by the parent company and/or subsidiaries or affiliates of the parent company for technical and administrative advice and managerial aid in order to carry out the purpose of this Agreement.

General expenses shall be taken to include:

(1) Rent of managerial and administrative offices in Greece and all such expenses as are connected with the maintenance of said offices, such as light, heating, telephone, etc.

(2) Purchase of furniture and equipment for said offices and any expenses connected with the installation of said offices.

(3) Purchase, maintenance and expenses for operation of passenger cars in Greece, for the use of the General Manager and of the administrative staff.

(4) Travel expenses of foreign managerial and administrative personnel.

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

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

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

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

#### Article 4.

##### Working Obligations - Exploration

1. The Corporation shall have to start geological or

geophysical work on its exploration area not later than 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 affective 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 4000 meters, unless seismic information shows the sedimentary formations to be drilled, require a rig with a greater capability.

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

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

7. A deep exploration well shall mean a well of a depth of not less than 2650 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 2650 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 2650 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 2650 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 2650 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 2650 meters. If the condition provided for in the preceding sentence is not copied with within the established time limits, the Corporation shall be obligated to pay the

Greek State an amount of U.S. dollars 350, for each meter by which which the total added meterage of the original and of the replacement well falls short of 2650 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 as a greater depth, then the Greek State shall have the right to request the Corporation to continue the drilling of this well, provided this request is made to the Corporation before the rig is removed from the location and provided further that the Greek State shall not have the right to request that this well be drilled beyond the depth capability of the rig.

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

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

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

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

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

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

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

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

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

#### Article 6.

#### Development and production obligations of the Corporation

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

2. Notwithstanding the provisions of item 3) below, the Corporation shall carry out continuous producing operations in a workman-like manner in accordance with the internationally recognized rules of good oil field exploitation and always with a view to ensure the maximum economic ultimate recovery.

3. However, at no time shall the Corporation be obliged by the Greek State to produce hydrocarbons

from its installations existing at any given time at 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) if 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 nature gases) and to transport them.

4. Th 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, 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 the existing installations owned by the Greek State or any Governmental agency are not sufficient and proper for the Corporation's purposes or when their use is uneconomic for the Corporation.

6. The Corporation shall also have the right exclusively for the fulfillment of its operations under this Agreement to reclaim lands or create islands within the exploration areas at any time held by it under

this Agreement, provided permission to do so is obtained from the Army and Naval Command which permission shall not be withheld without any serious reason.

7. Upon the Corporation's request, submitted timely each time, the Greek State shall render all lawful assistance to the Corporation in obtaining the permits and authorizations from any and all competent authorities, including the military authorities, necessary to reach the objectives described in the preceding items. Should the lack of or delay in obtaining the said permits and authorizations render impossible or necessarily delay the carrying out of any of the Corporation's obligations under this Agreement, such non-performance or any delay in the performance by the Corporation of its obligations under this Agreement resulting therefrom shall not constitute a transgression of the terms of this Agreement and shall be treated as a case of «force 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. The Corporation also has to notify, in time, the Army and Naval Command of the area, before it commences any kind of exploration works.

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

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

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

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

f) The Corporation shall be obliged to submit the following to the Directorate of Harbor Police, Ministry of Mercantile Marine transportation and communications.

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

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

(3) The technical characteristics of its telecommunications equipment.

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

h) Operations can be prohibited or discontinued in-

definitely 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 obliged 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 sixty 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 sixty 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 produced 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 sales revenue realized by the Corporation during the month to which the royalty payment applies, minus manufacturing costs and transportation expenses from the field storage tanks to the point of delivery.

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

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

#### Article 10.

##### Taxes

1. The Corporation shall be subject to the income tax for limited stock corporations at a fixed rate of 50 per cent on the net profits derived from its operations during a business period and determined as set forth in item 7) of this Article, whatever the rate in force from time to time for other corporations may be. From the amount of income tax for a business period computed in accordance with this Article there shall be subtracted the amount of the royalties paid during the business period either in cash or in kind pursuant to Article 9 of this Agreement and, from the time the Corporation has net income from the concession, the amounts of Stremmatikos payment pursuant to Article 8 of this Agreement in order to arrive at the net amount of income tax to be paid by the Corporation in respect of the business period. It is agreed that the royalties

provided for by Article 9 of this Agreement are to be paid on any production of hydrocarbons whether the Corporation's operations result in a net profit or loss. It is further agreed that the royalty and tax rates set forth in Articles 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement and that the subtraction of the royalties from the income tax will remain uncharged 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 as deductible under Law 2548/1958 ratifying the Convention of February 20, 1950 between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Taxes which may be paid in the United States by the Corporation during the currency of the above mentioned Convention between the United States of America and the Kingdom of Greece or after its termination, shall not affect the tax on the Corporation's net profits payable to the Greek State in accordance with item 1) above.

3. Excepting the mining surface fee (Stremmatikos) provided for in Article 8 of this Agreement, the royalties provided for in article 9 of this Agreement and the tax on its net profits provided for in item 1) of this Article, the Corporation, its property, operations and rights, its income from operations under this Agreement, as well as any machinery, spare parts, accessories, tools and materials of any kind imported from abroad for carrying out of the Corporation's operations under this Agreement (with the exception of fuel of any kind) as well as the hydrocarbons produced by the Corporation under this Agreement (with the exception of refined products of any kind), shall be exempted from all taxes, whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, fiscal stamps or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and, in general, of any third party, except of contributions clearly for services or rights (retributory contributions) of any kind and for employers' insurance contributions to insurance funds and organizations.

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

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

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

4. Foreign shareholders of the Corporation, provided they are domiciled or reside abroad, are exempted as

regards their income from the Corporation, from all taxes, regular or extraordinary or levied for special purposes, duties, withholdings, contributions or other exactions in favor of the Greek State, or any Greek authority or legal entity, or any third party, by reason of their capacity as shareholders of the Corporation.

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

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

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

7. The term «net profits» of the Corporation as used in this Article shall mean in respect of each business period the profits shown after deducting from the gross receipts of the Corporation derived from its operation under this Agreement all costs, expenses and charges incurred by it in its operations under this Agreement whether incurred inside or outside Greece.

The costs, expenses and charges referred to in the preceding sentence and in item 5) of this Article shall include but not be limited to, those set forth in Schedule B of this Agreement and shall be permitted as deductions irrespective of restrictions in force or to be imposed relative to the deduction thereof. The expenses outside of Greece after the commencement of commercial production, as in a) and b) hereinbelow, are not to exceed 10 per cent of the total yearly expenditures of the Corporation inside of Greece:

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

b) Expenditures for services under item 1) a) of Schedule B and sales expenses under item 1 d) of Schedule B which are performed for the Corporation outside of Greece by other companies which are controlled directly or indirectly by this Corporation 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 as a result of a different interpretation by the Corporation of the provisions applicable in this instance.

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

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

#### Article 11.

#### Import and Export of Machinery, Equipment and Materials

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

2. The machinery, equipment, spare parts and materials of any kind whatsoever mentioned under 1) above, except fuels and lubricants, but including vehicles, marine vessels and platforms, whether self-moving 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, 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 levied on behalf of third parties upon importation.

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

4. Should the Corporation sell or otherwise dispose of the objects imported by it under the terms of this Article, without reexporting them from Greece, it shall be responsible for paying such customs duties and other taxes, charges, fees and stamp duties in accordance 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 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 specific gravity or quality from the crude oil required by the Greek State Refinery or prediscovery refineries, which would substantially increase the operating costs of said refinery or prediscovery refineries in order to produce the pattern of products required by the Greek State, thereby creating an economic hardship for it or them or the addition of major installations would be required in order to process said crude oil.

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

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

4. a) The Corporation shall have the right at any time to export any production that is in excess of the amounts which the Corporation has the obligation to supply under item 3 of this Article freely in any manner and by any means and under any conditions determined by it without any special license but under normal commercial practice in each instance and without paying any export duties or other taxes, duties and charges and to retain the proceeds of such exports abroad as

stated in detail in Article 13. In exercising this right the Corporation shall endeavor to export quantities of crude oil produced by it in excess of those stipulated under item 3 above, provided that suitable markets for such quantities are available to the Corporation. The Corporation will notify the Greek State in writing when such markets are not available to it, at which time the Greek State may arrange to purchase or to be purchased the excess crude at posted price provided mutually satisfactory terms and conditions including duration of such purchase arrangements are agreed upon by the Corporation and the Greek State, however, within the limitations of Article 6, item 3.

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

5. In order that the Corporation may comply with its obligations as set forth in item 3 of this Article, to supply indigenous crude oil to the Greek State Refinery and other domestic refineries existing at the time of initial commercial discovery, the Greek State obligates itself to ensure that the crude oil produced by the Corporation in Greece, provided such crude is suitable within the meaning of this Article 12, item 2, will be given priority of purchase by all such refineries over crude oil imported from abroad. With respect to the imported crude oil which the Corporation's indigenous crude oil will displace, the Corporation or its affiliates through any contracts which may provide it or them with the right to import crude oil, will thereafter continue to be entitled to supply the Greek State Refinery and other domestic refineries with imported crude oil in an amount equal to at least the same percentage of total quantities of crude oil imported into Greece as it did at the time of the initial commercial discovery. The Corporation shall have no obligation to produce and supply indigenous crude oil in compliance with item 3 of this Article, in excess of the quantities which will be purchased thereunder.

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

a) That from and after the effective date of this Agreement and at all times during the validity of the presently existing crude supply contracts and any extensions or substitutions thereof, every possible effort shall be made within the limitations of said contracts to ensure the priority of purchase at the earliest possible time by the Greek State Refinery of any suita-

ble 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) of this Article 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 Refiner.

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 agrees that it will cause the Greek State Refinery and other refineries existing in Greece to purchase such unsuitable oil to the extent that it can be utilized in the refineries, provided that in this case the operation of said refineries does not result in any hardship for them. In addition, the Greek State agrees to extend its fullest cooperation in promoting the use of such unsuitable crude oil as a fuel substitute in industries in Greece.

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

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

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

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

The present item 11 shall not be interpreted as an obligation of the Corporation to build any crude oil or gas pipelines or any transportation facilities in addition to those which it shall at any moment own and/or operate, nor to erect any additional installations with respect to such pipelines or other transportation facilities, unless a mutually satisfactory agreement is arrived at between the Greek State and the Corporation to this effect in the future.

12. In order to determine the Drachma price of crude oil in accordance with the provisions of this Article, the applicable world market prices and transportation charges, if denominated in foreign currency shall be converted into Drachma equivalent at any monthly average of the daily rates of exchange, as defined in item 8 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 or agents officially authorized to deal in Greek currency and foreign exchange, U.S. dollars or foreign currency freely convertible to U.S. dollars, in such amounts as will be sufficient to cover the Corporation's cash operating expenses in Greek currency, including any payments to the Greek State and third parties.

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

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

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

b) Conversely, should Drachmae 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 S.U. dollars in amounts sufficient to meet its cash operating requirements in Greek currency.

c) Notwithstanding the provisions 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 foreign currency proceeds abroad under the provisions of this Article shall enable the Corporation to cover fully all its 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 the 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 of Greece or its authorized agents with such weekly and monthly statements as may be required by the Bank of Greece or its agents to confirm that the remittances of funds effected by the Corporation in the period under review represent remittances of Drachmae surplus funds under the terms of this Agreement.

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

8. a) For the purpose of carrying out its operations under this Agreement, the Corporation shall be permitted to buy and sell foreign currency through any bank or agent officially authorized to deal in Greek currency and foreign exchange and at a rate of exchange not less favorable to the Corporation than the effective rate generally available to other firms on day of the transaction. In determining such rate of exchange, account shall be taken of all such exchange premiums, surcharges, discounts, exchange taxes and brokerage fees of any kind whatsoever, as the Greek State might authorize or impose and which effectively are a part of the cost to firms, as the case may be, of buying or of selling foreign currency.

b) Provided further: in the event the Greek State should ever adopt a system of multiple rates of exchange or of multiple export premiums and import surcharges, then the rate of exchange at which the Corporation shall be permitted to buy and sell foreign currency shall also

not be less favorable than the weighted average of the effective rate of exchange lawfully realized by other enterprises on the exports of minerals from Greece. Such applicable weighted average shall be calculated without any delay and, if necessary on a provisional basis, and its value shall be kept as current as possible, using as weights the latest available trade statistics or if necessary, provisional estimates for the export value of each class of minerals.

9. For the purposes of such books and accounts as the Corporation may maintain in Greek currency, the Corporation shall on its books of accounts only, convert all of its foreign currency expenses, charges and obligations, as 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 interpretations from the Corporation and contractors, provided, however, all proprietary information of the Corporation as well as of its subsidiaries and affiliates, and any conclusions and interpretations arrived at by employees of those 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 sections displays for all seismic profiles measured.

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

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

(4) Technical reports 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 drillings:  
Schlumberger (the different loggings).

Copies of recordings for the following measurements within the drillings:

(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 obliged to submit to the Ministry of National Economy copies in quadruplicate of obtained geological and photogeological charts and the gathered oceanographic data directly to the Naval Command.

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

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

8. As an exception to the above rule, the Greek State shall have the right to communicate to third parties for purposes of scientific publications or other purposes, the scientific or technical data and information

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

#### Article 15.

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

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

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

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

The Corporation has furthermore the rights 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 law, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and hydrocarbon and their storing as well as to create installations necessary for such purpose on piers,

quays and bays as well as in the sea after obtaining the approval of the Naval Command, which shall not be withheld without any serious reason.

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

#### Article 16.

##### Use of Contractors

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

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

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

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

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

#### Article 17.

##### Employment of Greek and Foreign Personnel

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

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

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax six (6) months after the issue of their Greek residence and work permits, but only on the salary  $\frac{1}{2}$  which shall be paid to them by the Corporation for services rendered in Greece. The salary to be taxed, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that shown as an expense in the Corporation's books. In addition, these employees shall be entitled to the benefits of Law 1548/1953 ratifying the Convention between the United States of America and the Kingdom of Greece for the avoidance of dou-

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

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

6. The Corporation shall be obligated beginning with the year following the year of the first discovery of hydrocarbons, as per Article 5, item 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 Dra-

chmae, using the rule for conversion of foreign currency amounts set forth in items 8) and 9) of Article 13.

#### Article 19.

##### Managerial and Administrative Freedom

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

#### Article 20.

##### Surrender

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

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

3. As from the date on which any voluntary surrender is effected under item 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 exploration area or to the surrendered development concession as stipulated under Article 3 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 interruptions in order to eliminate the transgression or the non-compliance, or did not have recourse to arbitration under Article 26 within the said period except in the case of a transgression as per sub-item c) of item 1) of this Article. Any such recourse to arbitration shall suspend the effectiveness of the fine for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith and compliance by the Corporation within this period shall renounce the imposition of this 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 100.000 or 300.000 three months after this guarantee becomes less than U.S. dollars 100.000 or 300.000 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 li-

mits specified by the Arbitration Court as per sub-item b) of item 3) of this Article 21. Any such recourse to arbitration shall suspend the effectiveness of the forfeiture for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the Corporation shall have thirty days after notification of the final award within which to comply therewith and compliance by the Corporation within this period shall render the declaration of forfeiture null and void.

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

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

#### Expiration

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

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

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

#### Article 22.

##### Disposal of Corporation's Property.

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

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

2. Except as provided in item 1) of this Article, the Corporation shall have the right freely to dispose in any manner whatsoever of all its movable and immovable property and of any other rights of any nature during the entire period of validity of this Agreement and upon termination or expiration of same for any reason whatsoever, whether this movable or immovable property or other right is located within or outside the exploration areas and/or development concessions of the Corporation.

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

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

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

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

6. Should the Corporation still have any kind of assets resulting from this Agreement (whether movable or immovable) in Greece or elsewhere, two years after the termination of this Agreement, such assets shall be liquidated by the Corporation and the proceeds

of such liquidation shall be divided equally between the Greek State and the Corporation, it being understood that the Corporation's share in this liquidation shall not be subject to any taxes whether direct or 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 Drachme 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 under conditions freely agreed by it any rights to it under this Agreement:

a) to another Corporation controlled by the assignor whether existing or created by the assignor, or

b) to another Corporation controlled by L.V.O. Corporation or by another Corporation controlled by L.V.O. Corporation, or

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 judgment shall be limited to the person, whether physical or juridical, of the assignees.

2. The Minister of National 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 fulfillment of the terms and conditions set forth in the present Agreement.

4. In case of transfers as per item 1), sub-items a), b) 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 be the this Agreement, unless specially agreed to be 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 any other supplementing or amending agreement in accordance with the provisions of article 37 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 any other supplementing or amending one shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

#### Article 25.

##### Force Majeure

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

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

#### Article 26.

##### Arbitration

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

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

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 interest of the Greek State with regard to such property against the claims of any third parties.

#### Article 28.

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

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

nate 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 through 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 as well as domestic refineries that shall come into operation in consequence of agreement 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 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 time 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 thirty days from the signing of this Agreement a letter of guarantee of a recognized Bank in Greece for an amount of U.S. Dollars 100,000 which amount of guarantee will be increased by the Corporation to U.S. dollars 300,000 before the beginning of the second year from the effective date of this agreement. This letter of guarantee shall cover the good performance of the present Agreement and all the obligations of the Corporation and all its outstanding financial obligations towards the Greek State for a period of five years from the effective date of the Agreement and the Corporation, without any notice, shall be obligated to renew at least every five years said guarantee during the entire period of the validity of this Agreement and until it shall expire or be terminated. Unless a new letter of guarantee for the same amount is furnished the Greek State by a recognized Bank in Greece at least four months prior to expiration of the valid letter of guarantee, this Agreement will expire at the date of expiration of the valid letter of guarantee. The above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable. If these amounts have not become finally payable two months before the expiration of the Guarantee they may be collected before their finalization by encashment of the Guarantee, unless the concessionaire Corporation furnishes a letter of guarantee covering the amount sought.

In case for any reason whatsoever the original amount of the above guarantee becomes less than U.S. Dollars 100,000 or 300,000, the Corporation shall have to reinstate the guarantee in its original amount at the latest within three months from the date on which it becomes

less than U.S. Dollars 100.000 or 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  
Section of Industry  
General Directorate of Mines  
Athens, Greece

b) for communications of the Greek State to L.V.O. CORPORATION to :

Socrates Vecris  
Filellinon 19  
Athens (118)  
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 notice are validly served on the above-mentioned agent.

#### Article 34.

##### Letter of technical and financial assistance

L.V.O. Corporation 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 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.

#### 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 or 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 obligations to make the payment during the entire duration of the arbitration procedure and during one month from the notification to the Corporation of the final award relating thereto.

#### Article 37.

##### Good Execution of Agreement:

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

The parties expressly agree that the provisions of this Agreement shall govern the rights and obligations of the parties in carrying out the exploration and exploitation and exploitation of hydrocarbon deposits in the sea area as defined in Article 1 hereof and that this Agreement embodies the entire understanding of the parties hereto and that there are no further agreements or understandings written or oral than the conditions of this Agreement and annexes thereto.

2. The parties hereto further agree that no provisions of this contract can be amended, except by mutual agreement between the parties executed by their legal representatives in writing and signed before a Notary Public, provided that the Council of Mines expressed its concurring opinion and that the amending benefits the scope of this present agreement.

However no provision at all can be amended for any additional areas to the original ones and for the extention of time for the exploration years unless it

is proven that for this second case, would be necessary due to force majeure reasons.

### Article 38.

#### Valid Texts.

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

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

Athens October 30, 1972

#### The Contracting parties

For the Greek State	For L.V.O. Corporation
NICHOLAS EPHESIOS	E. J. ATHENS
Minister of National Economy	Special Attorney

#### SCHEDULE B'

##### Costs, Expenses and Charges

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

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 by the Corporation to be amortized, during the business period when they have been incurred, as permitted by item 2 of this Schedule.

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

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

3. For the purpose of this Schedule B only the term «exploration expenses» shall mean all expenditures for discovering a deposit of hydrocarbons and for determining its size or expenditures related thereto. The term shall not include expenditures for materials used in building at well sites, or installations, 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, repair, maintenance, handling of supplies and materials which are for or incidental to drilling, cleaning, deepening or completing wells or preparation therefor. The term shall not include such expenditures for materials used in buildings at well sites or other installations, or drilling equipment gathering and production lines, casing, tankage, motors, boilers, machinery and the like.

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

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

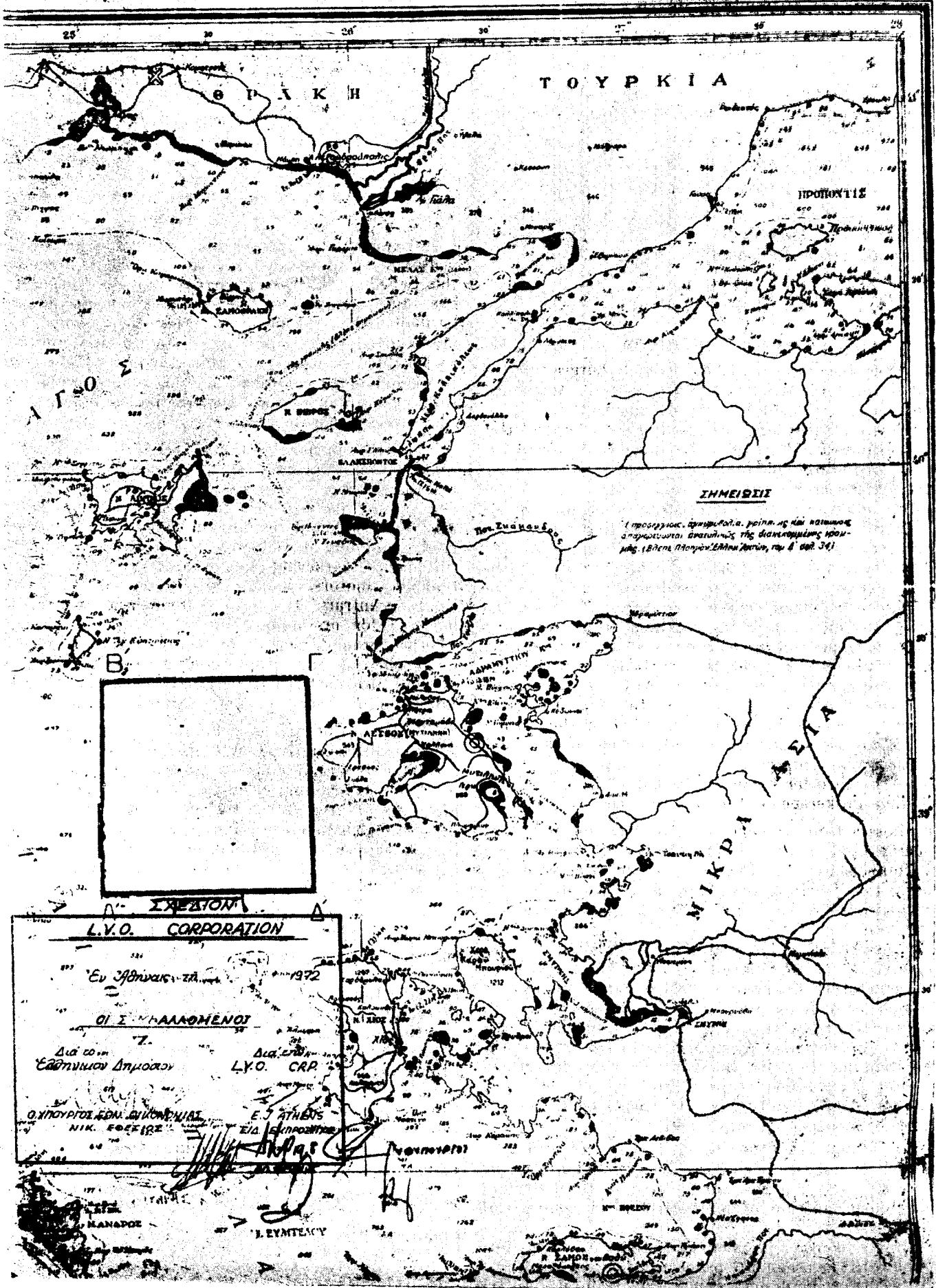
Athens October 30 1972

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.

**ΥΠΟΥΡΓΕΙΟΝ ΕΘΝ. ΟΙΚΟΝΟΜΙΑΣ  
ΤΟΜΕΥΣ ΒΙΟΜΗΧΑΝΙΑΣ  
ΓΕΝΙΚΗ ΔΙΝΗΣ ΜΕΤΑΛΛΕΙΩΝ**





# Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

## ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

“Η έτησία συνδρομή της Έφημερίδος της Κυβερνήσεως, ή τιμή των τμηματικών πωλουμένων φύλλων αύτής και τά τέλη δημοσιεύσεως ἐν τῇ Έφημερίδι τῆς Κυβερνήσεως, καθωρίσθησαν ἀπό 1ης Ιανουαρίου 1973 ὡς κάτωθι:

### A.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διάτο Τεῦχος Α'	Δραχ.	400	Υπέρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικού τοῦ Ἐθνικού Τυπογραφείου (ΤΑΠΕΤ) ἀναλογούν τὰ ἔξις ποσά:	
2. > > > Β'	>	400		
3. > > > Γ'	>	300		
4. > > > Δ'	>	700		
5. > > > Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	>	300	1. Διάτο Τεῦχος Α'	Δραχ. 20
6. > > Παράρτημα	>	200	2. > > > Β'	> 20
7. > > Δελτίον Ἀνοικύμον 'Εταιρείδων κ.λ.π.	>	1.500	3. > > > Γ'	> 15
8. > > Δελτίον 'Επιτροπής καὶ Βιομηχανικῆς Ιδιοκτησίας	>	200	4. > > > Δ'	> 35
9. Δι' ἀποντα τὰ τεῦχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	3.500	5. > > > Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	> 15
Οι Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουν τὸ ἅμα τῶν ἀναστάτωρ συνδρομῶν.			6. > > Παράρτημα	> 10
			7. > > Δελτίον Ἀνοικύμον 'Εταιρείδων	> 75
			8. > > Δελτίον 'Επιτ. καὶ Βιομ. Ιδιοκτησίας	> 10
			9. Δι' ἀποντα τὰ τεῦχη	> 175

### B.' ΤΙΜΗ ΦΥΛΑΩΝ

Ἐκαστον φύλλων, μέχρις 8 σελίδων, τιμάται δραχ. 2, ἀπό 9 ἕως 40 σελ. δραχ. 5, ἀπό 41 ἕως 80 σελ. δραχ. 10, ἀπό 81 σελ. καὶ διω ἢ τιμὴ πωλήσεως ἀνάστοι φύλλου προσανατολεῖται κατά δραχ. 10 ἀνὰ 80 σελίδας.

### C.' ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

1. Εἰς τὸ Δελτίον Ἀνοικύμον 'Εταιρείδων καὶ Επιτροπήν Περιωρισμένης Εὐθύνης:				
A.' Δημοσιεύματα Ἀνοικύμον 'Εταιρείδων				
1. Τὸν δικαιοτάτων πρέξεων	Δραχ.	200	12. Τὸν ἀποφάσισεων τῆς Ἐπιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπρογόντευσθαι, συμφόνως πρὸς τὰς διατάξεις τοῦ ἀρθρου 2 παρ. 3 Α.Ν. 148/67	Δραχ. 560
2. Τὸν καταιστατικῶν Ἀνοικύμον 'Εταιρείδων ..	>	5.000	13. Τὸν ἀποφάσισεων τῆς Ἐπιτροπῆς κεφαλαιογόρρως περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφόνως πρὸς τὰς διατάξεις τοῦ ἀρθρου 2 παρ. 4 Α.Ν. 148/1967 .....	> 500
3. Τὸν τρεποποιήσεων τῶν καταιστατικῶν τῶν Ἀνοικύμον 'Εταιρείδων .....	>	1.000		
4. Τὸν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενέσεις συνδρομῶν, τῶν κατά τὸ δρόμον 32 τοῦ Ν. 3221/24 γνωστοποιήσαν, ὃς καὶ τὸν ἀνακοινώσεων τῶν προβλημάτων ὑπὸ τοῦ ἀρθρου 59 παρ. 3 τοῦ Ν.Δ. 400/70 περὶ ἀλλοδαπῶν Ασφαλιστικῶν 'Εταιρείδων .....	>	500		
5. Τὸν ἀνακοινώσεων τῶν ὑπὸ διάταξην Ἀρνύμενον 'Εταιρείδων, κατά τὸ Β.Δ. 20/5/1959 ..	>	100		
6. Τὸν ισολεγισμῶν τῶν Ἀνοικύμον 'Εταιρείδων ..	>	2.000		
7. Τὸν συνεπτικῶν μηνιάδων καταιστάσεων τῶν Τραπέζων 'Εταιρείδων .....	>	500	B.' Δημοσιεύματα 'Εταιρείδων Περιωρισμένης Εὐθύνης	
8. Τὸν ἀποφάσισεων περὶ ἀγρίσιων περιοχῆς διάσεις ἀπεκτάσεως τῶν ἀργακῶν Ἀσφαλιστικῶν 'Εταιρείδων, ὃς καὶ τὸν ἀκόστεων παριστατικῶν στογήσεων .....	>	300	1. Τὸν καταιστατικῶν .....	Δραχ. 500
9. Τὸν ὑπερυγικῶν ἀποφάσισεων περὶ περιοχῆς διάσεις ἀπεκτάσεως τῶν ἀργακῶν Ἀσφαλιστικῶν 'Εταιρείδων πατέ τὸ δρόμον 59 παρ. 1 τοῦ Ν.Δ. 400/70 .....	>	2.000	2. Τὸν ισολεγισμῶν τῶν Ἀλληλαισφαλιστικῶν Συνηγορητικῶν - Αλληλαισφαλιστικῶν Ταμείων .....	> 200
10. Τὸν περὶ περιοχῆς πληρωματιστήτητος πρὸς ἀντιπροσωπεύσην ἐν Ἑλλάδι ἀλλοδαπῶν 'Εταιρείδων, ὃς καὶ τὸν ἀποφάσισεων περὶ μεταρρύσεως τοῦ χειροφύλακον Ἀσφαλιστικῶν 'Εταιρείδων πατέ τὸ δρόμον 59 παρ. 1 τοῦ Ν.Δ. 400/70 .....	>	1.000	3. Τὸν ἀδειῶν πωλήσεων ιαματικῶν ὑδάτων .....	> 100
11. Τὸν ἀποφάσισεων περὶ συγχονεύσεως Ἀνοικύμον 'Εταιρείδων .....	>	5.000	4. Τὸν ισολεγισμῶν .....	> 500
			5. Τὸν ἀδειῶν έκτημάτων περιουσιακῶν στοιχείων .....	> 500

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

1. Αἱ συνδρομεὶς τοῦ ἀναστάτωρ καὶ τὰ τεῦχα δημοσιεύσεων προκαταβέλλονται εἰς τὰ Δημόσια Ταμεία ἐναντὶ ἀποδεικτικοῦ εἰστρέψεως, διπέρ, παρίσημη τοῦ ἀναστάτωρού, προκαταβέλλονται εἰς τὴν Ταπετίαν τοῦ Ἐθνικού Τυπογραφείου.
2. Αἱ συνδρομεὶς τοῦ ἀναστάτωρού δύνεται εἰς τὰς ἀνάλογους συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὄνταστι τοῦ Διευθυντοῦ τοῦ Εθνικού Τυπογραφείου.
3. Η κατερβάλη τοῦ ὑπὸ τοῦ Τ.Α.Π.Ε.Τ. προσεστεῖ ἐπὶ τῶν δημοσιεύσεων καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατέρβαλη 'Εθνικού Τυπογραφείου), διὸ τοῖς λεπταῖς 80 πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεία, ὅπερ διπαθεῖται εἰς τὸ ΤΑΠΕΤ, συμφόνως πρὸς τὸ δρίζομενα διὰ τῶν θεοῦ 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 130) ἁγουλάκου διαταγῆν τοῦ Γενικού Λεγιστηρίου τοῦ Κράτους. Ἐπὶ συνδρομῶν ἔξωτελλομένων δι' ἐπιταγῆν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπέρ τοῦ ΓΑΠΕΤ προσεστόν.

Ο ΜΠΡΟΣΤΑΜΕΝΟΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε. Γ.  
Ε. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ